

DECLARATION ARTICLE NUMBER & TITLE	DESCRIPTION/OVERVIEW/EXPLANATION OF SELECTED CHANGES	CURRENT DOCUMENT
II – DEFINITIONS	<p>The definitions contained in Article II are similar to the existing Declaration definitions, though a few terms have been added or expounded upon. This includes expanding the term “Assessments” to include collection costs to address problems that are sometimes encountered with collection matters. In addition, the terms “Annual Assessment” and “Special Assessment” have been defined to facilitate the administration of the property and the understanding of the Association’s finances. Some of the terms have been updated to comply with changes to the Ohio Planned Community Act. Specifically, the term “Common Properties” is now “Common Elements,” and “Board of Trustees” is now the “Board of Directors.”</p>	
IV- WESTWOOD FARMS HOMEOWNERS ASSOCIATION	<p>Existence, purpose of the Association are now defined. Membership is now comprised solely of Owners. Voting rights remain the same for Owners. Board of Directors and administration of the property is broadly defined here. The entity responsible for receiving service of Association documents is defined in accordance with Ohio’s Planned Community Act.</p>	<p>Membership have been updated to eliminate Classes developer rights.</p>
V –ASSOCIATION RIGHTS	<p>The Association has broad administrative rights granted to it by law and as permitted under Ohio’s Planned Community Act. The provisions in this section are drafted to coincide. For example, to borrow money, to grant easements and licenses, so suspend owner rights to use the Common Elements when they fail to pay assessments or violate rules or provisions within the Declaration or Bylaws.</p>	

VI-ASSOCIATION RESPONSIBILITIES	Management and maintenance responsibilities are defined in detail and include detailed Common Element property descriptions that currently exist and are drafted to coincide with current practices.	Article IV Section 11 “Association has the same duty to maintain all properties as does the Developer.”
VII-OWNER RESPONSIBILITIES	A “covenant of good maintenance” is defined and is intended to protect the property over time by requiring Owners to keep their homes in a standard of cleanliness and repair that reflects the community standard. Further, there are remedies for Owners’ breach of the covenant of good maintenance.	
VIII-COVENANTS, CONDITIONS AND RESTRICTIONS	These provisions were drafted to reflect current practices of the Owners and the Association and to reflect current, statewide legal trends, Ohio and federal law.	
A(5) – “Animals and Pets”	The provision on pets provides for a limit of five pets per unit, now more than 3 of which may be dogs, allows for some other animals, such as fish and birds in cages, but prohibits vicious dogs and exotic animals. The provision also includes further details on the rules for having a pet in your unit.	No limit on number of pets per household. Vague as to whether birds are permitted as household pets.
A(4) – “Nuisances”	The provision on what can constitute a nuisance is expanded to include the use of devices that may cause electronic interference by one unit to another, and any device that might record audio, data, images, or video of another unit, such as a drone with a camera.	
A(18) – “Neighbor-to-Neighbor Disputes”	If an owner has a disagreement with their neighbor, the owner is asked to first address the issue directly with their neighbor. This is intended to foster a better cooperative environment within our community, and recognizes that the Association is not intended to be a police force. If an owner wants to seek the Association’s assistance with a possible rule violation, the owner must file a signed, written complaint.	

<p>A(11) – “Vehicle Restrictions”</p>	<p>We have expanded this restriction to better clarify the types of vehicles permitted within the community and be consistent with the existing rules and Owner complaints. The restriction prohibits commercial vehicles on the common property (except contractors’ vehicles when doing work on the property), but they can be parked in your garage. The provision also gives the Association the ability and flexibility to protect the aesthetics of the property.</p>	
<p>A(15) – “Leasing of Units”</p>	<p>This provision prohibits homes from being leased with built in exceptions for the parents or children of an owner or in the event of hardship.</p>	
<p>A(16) – “Sale of a Lot and Occupancy Information”</p>	<p>In accordance with Ohio’s Planned Community Act, the Association is responsible for keeping records of collection of common expenses from owners, and records of the names and addresses of Owners. This provision is drafted to assist the Association with keeping accurate records at the time of home transfers to new owners of record.</p>	
<p>A(17) – “Use of Association Name”</p>	<p>This provision is intended to protect the value of the Association’s name so that disagreements are not played out on the Internet or social media, which can significantly hurt the reputation of our community and everyone’s property values.</p>	
<p>IX – INSURANCE</p>	<p>The insurance section requires the Association to purchase property insurance that covers the common elements and requires Owners to insure their homes and lots.</p>	

<p>X – ASSESSMENTS AND LIEN OF ASSOCIATION –X(A) – “General”</p>	<p>The last sentence permits the Association to decide how annual assessments are to be paid. With the rapid changes in technology, even the use of cash to pay bills may be replaced by bitcoin or some other form of electronic payment yet to be invented. This provides the Association with flexibility to address such future changes.</p>	<p>Provisions may be compared with Article V which are restrictive and do not necessarily reflect the language, rights and obligations within Ohio’s Planned Community Act and Ohio law.</p>
<p>XII – ASSOCIATION REMEDIES</p>	<p>Paragraph (B) allows the Board to levy enforcement assessments for rule violations, which follows current Ohio law. These assessments can only be levied, however, <i>after</i> an owner receives notice of the alleged violation and an opportunity to be heard to explain their side of the story to the Board.</p> <p>The Association also has the right to cure any violation and to charge back any costs it incurs to the violating owner.</p> <p>Voting rights may also be suspended.</p> <p>We also included two other provisions that state that if the Association incurs legal fees or other costs in collecting money from a delinquent owner or enforcing rules against a rule violator, the delinquent or violating owner is responsible for those enforcement costs. This places the burden on the wrongdoer and not on those owners who are living by the regulations everyone agrees to when buying a Living Unit within Westwood Farms.</p>	<p>Provisions may be compared with Declaration Article VI Sections 21 and 22.</p>
<p>XIII- AMENDMENTS</p>	<p>Clarifies the rights and ability of Owners and the Board to amend the Declaration and Bylaws and eliminates obsolete developer rights.</p>	<p>Provisions may be compared with Declaration Article VII</p>

<p>XVI – TRANSFER and CONTACT INFORMATON</p>	<p>As stated above, when an owner sells their Living Unit, this provision requires the owner to verify that the buyer receives a copy of the Westwood Farms governing documents and that all fees due the Association are paid in full. New owners must in turn provide the Association their name(s), mailing address, email address(es), and telephone number(s).</p>	
<p>XVIII – GENERAL PROVISIONS – (A) – “Notices, and Other Communications and Actions”</p>	<p>Technology changes at an ever increasing pace. This provision is intended to give the Association the flexibility to implement and use new technologies to conduct Association votes and other business as the Board determines is reasonable and best for the community. At the same time, however, the provision protects owners’ rights to receive notices and ballots by regular mail, rather than electronic mail, as the owner may so decide.</p>	

BYLAWS ARTICLE NUMBER & TITLE	DESCRIPTION/OVERVIEW/EXPL ANATION OF SELECTED CHANGES	CURRENT DOCUMENT
I – GENERAL, Section 3 – “Principal Office”	This provision protects the Association by requiring business records to be kept in one location and provides that if a Board member has any official Association records in their unit, they are required to turn over the records within 10 days of leaving the Board.	
II – THE ASSOCIATION, Section 2(A) - “One Vote Per Unit/Good Standing”	Each owner is entitled to one vote per Living Unit. Language has been simplified. “Good Standing” defined. If an owner is more than 60 days past due in their fees or assessment or in litigation against the Association, the owner’s voting rights are suspended. Voting Rights for plural owners, corporations, trusts defined. Voting Rights and Classes of Membership including the developer have been eliminated.	One vote per Lot or Living Unit Membership rights may be suspended “during period when assessments remain unpaid” or for period not to exceed 30 days for rule violations Developer has voting rights as a Class B Member
Section 4 Meetings of the Association Quorum	Annual Meeting any time or place during 1 st quarter as Board determines Owners present in person or by proxy in good standing constitute quorum	Article VIII Annual Meeting in January Majority of members
II Section 4(F) - “Minutes of the Meetings”	This is a new addition to the Bylaws that is intended to ensure reasonable and timely owner access to the Association’s approved meeting minutes.	
II Section 5	This is a new addition permitting any action that may be taken in a meeting, except for removal of a Board member, to be taken without a meeting, if requisite number of Owners agree by vote in writing	
III - BOARD OF DIRECTORS, Section 2 –	We have clarified that a person must be in good standing, including current in all fees due the Association, to be elected to the Board. There	

<p>“Number and Qualification”</p>	<p>can only be one person from a given unit on the Board at a given time and each Board member must occupy their Unit. This provision will also permit owners to decide whether the Board is to consist of either three or five Board members, depending on owner interest to serve on the Board from year to year.</p>	
<p>III Section 6(F) “Conduct of Board Meetings”</p> <p>III Section 6(H)</p>	<p>In accordance with Ohio law, the Board can now conduct meetings by telephone conference or other electronic means to help govern the property in a smooth and orderly fashion.</p> <p>New provision requiring Minutes be taken at all Board meetings and be made available to Owners</p>	
<p>III Section 7 “Removal of Board Members”</p>	<p>We have added a statement that a Board member can be removed from the Board if the Board member misses three meetings in a row or becomes bankrupt or is delinquent in the payment of their maintenance fees.</p>	
<p>III Section 9 Specifically defines Board Powers</p>	<p>We have specifically defined the powers of the Board to coincide with Ohio’s Planned Community Act</p>	
<p>III Section 10</p>	<p>Permits the Board to provide for Committees of Owners in good standing and may delegate powers and duties to committees as it sees fit. Committees must keep records and report to Board</p>	
<p>III Section 12</p>	<p>Board members may be compensated for their services while serving on the Board but in no event may compensation exceed the amount of annual assessments for common expenses</p>	

<p>VII – ASSESSMENTS Section 1 Accounts</p>	<p>This sections defines the expenditures that comprise common expenses for the annual assessment.</p>	
<p>Section 4 - “Obligation to Pay Assessments</p>	<p>This is another provision added to the governing documents to provide the Association with protection against potentially delinquent owners and provides that an owner’s lack of use of facilities is no defense to failure to pay.</p>	
<p>VII Section 5 – “Preparation of Budget, Assessments”</p>	<p>In keeping with our established practice at Westwood Farms, the Board is charged with preparing a budget that is used to determine the annual fees, and providing owners with a copy of the budget within 30 days of the annual meeting.</p> <p>Includes new provisions for budget shortfalls and surpluses permitting assessments and credits or application to reserves</p> <p>Requires for year-end financial summary to be provided to owners on or before annual meeting</p>	<p>Board to provide budget to Owners on or before December 15th each year.</p>
<p>VII Section 7 - “Reserve for Contingencies and Replacements”</p>	<p>This new provision requires the Association to fund the reserves, unless a majority of the owners allow the Board to waive the funding requirement.</p>	
<p>VIII Section 2 - “Capital Additions, Alterations, and Improvements”</p>	<p>The amount the Board can spend on a capital addition (which does <i>not</i> include expenditures for the maintenance, repair, or</p>	<p>Cap at \$50,000.00 from maintenance fund or \$200,000.00 for any repair or replacement project before requiring owner vote</p>

	replacement of the existing property) is capped at 15% percent of the Association's annual budget before requiring owner vote.	
VIII Section 3 - Special Services	Permits the board to arrange for provision of special services and facilities for the benefit of owners who desire to pay for same including recreational, educational, medical, maintenance or concessions	
VIII Section 4 – “Acquisition, Lease, Sale, or Exchange of Real Property”	This provision addresses the requirements for any proposed purchase or sale of property, which would require 2/3 ownership vote and approval	
VIII Section 5 – “No Active Business Conducted for Profit”	This new provision permits the Association to enter into licenses or concession agreements for use for the Common Elements which may result in income for the Association	
VIII Section 6 - “Utility Contracts”	This is a new provision that clarifies that the Board has the authority to negotiate bulk rate utility service contracts on the owners' behalf to save money for everyone. As deregulation of the various utility services increases, this provision will provide the Board with the flexibility to work on your behalf to save money.	
VIII Section 7 – “Insured Contractors”	This new provision mandates that the Association use properly insured contractors	

