

**AMENDMENT
CHANGES AND ADDITIONS
BYLAWS
THE SHORES Homeowners Association**

THIS AMENDMENT was brought to motion, seconded and unanimously approved by the members of THE SHORES Homeowners Association at their annual membership meeting held November 5, 2005. Upon being recorded at the Delaware County, Ohio Recorders Office, the Amendment becomes permanent and affects the following previously recorded ByLaws:

- Volume 0034 Page 0463
- Volume 0050 Page 1608

ARTICLE 3, SEC. A – ANNUAL MEETINGS. The annual meetings of the Association shall be held at the call of the President once a year on the first Saturday in November, or at such other time as a Majority of members may agree upon.

ARTICLE 4, SEC. A – INITIAL TRUSTEES. Title changed to “TRUSTEES”. The affairs of the Association shall be managed by the Board of Trustees. The Board shall consist of five members, each elected to a two year term. The term of office shall be staggered so that no more than three (3) Trustees will be elected for full terms at any annual meeting. The nomination, election and term thereof shall be set forth in Article 5 hereinafter.

ARTICLE 5, SEC. C – NOMINATION, ELECTION AND TERM OF TRUSTEES – All Trustees elected by members shall serve no less than a two year term, unless removed as provided in these Bylaws, or unless such Trustee resigns.

ARTICLE 6, SEC. A – ORGANIZATIONAL MEETING – The first meeting of a newly elected Board of Trustees shall be held within 10 days of election, a such place and at such time as shall be fixed by the Trustees at the meeting at which such Trustees were elected. At said meeting. Trustees shall elect the Officers of the Association to serve for the next 12 months. Notice of the Association Officers shall be forwarded to the Membership within 90 days of the first Trustee meeting and election..

IN WITNESS WHEREOF, the undersigned herein has caused this Amendment to the Bylaws of THE SHORES Homeowners Association be executed this _____ day of December, 2005

200000027309

Filed for Record in
DELAWARE COUNTY, OHIO

KAY E. CONKLIN

On 09-19-2000 At 10:42 am.

BYLAWS 38.00

OR book 50 Page 1608 - 1615

**BYLAWS
THE SHORES ASSOCIATION****ARTICLE 1 - NAME AND LOCATION**

The name of the Association responsible for the administration of The Shores Association (hereinafter referred to as the "Association"). The principal office of the Association shall be located at such place in Franklin or Delaware Counties, Ohio, as the Board of Trustees may, from time to time, designate.

ARTICLE 2 - MEMBERSHIP, VOTING RIGHTS AND SUSPENSION

A. **MEMBERSHIP:** The membership of the Association shall be determined as set forth in the Article pertaining to the Association in the Declaration Creating and Establishing a Plan for Ownership of The Shores hereinafter referred to as the "Declaration," and incorporated by reference as though fully rewritten herein.

B. VOTING RIGHTS

1. Until such time as Declarant no longer owns any undeveloped Lots in The Shores, Declarant shall have sole voting rights on behalf of the Association. Thereafter, the owner or owners collectively, of the fee simple title of record of each individual Lot shall be entitled to one vote.
2. The vote of the owners of an individual Lot owned by more than one person or by a corporation or other entity shall be cast by the person named in the certificate signed by all of the owners of the Lot and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such certificate is not on file, then, at the discretion of the Secretary of the Association, the vote of such owner or owners shall not be considered in determining the requirement for a quorum, nor any other purpose.

C. **SUSPENSION OF MEMBERSHIP** During any period in which a member shall be in default in the payment of any installment of any assessment levied by the Association, the voting rights may be suspended by the Board of Trustees until such assessment has been paid. The rights of a member may also be suspended after reasonable notice of hearing for the violation of any of the covenants, conditions, restrictions, rules and regulations as the same may be promulgated and amended by the Board of Trustees from time to time. In such event, such suspension shall be effective until the Board of Trustees has, in its discretion, determined that such violation has been cured by such offending party and, further, has received such assurances as the Board of Trustees may reasonably require that such violation will not be repeated in the future.

ARTICLE 3 - MEETINGS OF MEMBERS

A. **ANNUAL MEETINGS:** Regular annual meetings of the members shall be held in such place and on such date and at such time as may be determined by the Board of Trustees.

B. **SPECIAL MEETINGS:** Special meetings of the members may be called at any time by the President or by the Board of Trustees, or upon written request of the members entitled to exercise one-fourth (1/4) of the voting power of members.

C. **NOTICE OF MEETINGS:** Written notice of each meeting of the members shall be given by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting, to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice, or by delivering a copy of that notice to such address at least 10 days before the meeting.

EXHIBIT "A"**Page 1 of 5**200000027309
EVERGREEN LAND CO
6295 COSGRAY RD
DUBLIN, OH 43016Evergreen Land Co.
6295 Cosgray Road
Dublin Ohio 43016

The notice shall specify the place, the day and time of the meeting and, in case of a special meeting, the purpose of the meeting. Upon the written request of the holder of a first mortgage, mailed to the principal office of the Association, the written notice of meetings of member shall also be given to such mortgagee, who shall have the right to designate a representative to attend all such meetings.

D. QUORUM: The members present at any duly convened meeting shall constitute a quorum for such meeting.

E. PROXIES: At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of such member's Lot.

F. VOTING POWER: Except as otherwise provided in the Declaration or these Bylaws, a majority of the voting power of members present at any duly convened meeting shall be sufficient to determine any matter. The rules of Robert's Rules of Order shall apply to the conduct of all meetings of members except as otherwise may be specifically provided herein or in the aforesaid documents. Any action that could be taken by members at a meeting by vote of a majority of the voting power of members present may be taken without a meeting with affirmative vote or approval, in writing, of members having not less than a majority of the total voting power of all members.

ARTICLE 4 - BOARD OF TRUSTEES, SELECTION AND TERM OF OFFICE

A. INITIAL TRUSTEES: At such time as Declarant no longer possesses the sole voting rights as set forth in Article 2B1 hereof, the affairs of the Association shall be managed by the Board of Trustees, consisting of three persons. Within 30 days from the time that Declarant no longer possesses the sole voting rights of the Association, the Association shall meet, and the Lot owners shall elect a Board of Trustees to replace Declarant. The nomination, election and term thereof shall be as set forth in Article 5 hereinafter.

B. REMOVAL: Except for Declarant, any Trustee may be removed, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Trustee, the successor thereof shall be selected by the remaining Trustees and shall serve for the unexpired term of the predecessor thereof.

C. COMPENSATION: Unless otherwise determined by the members at a meeting duly convened for such purpose, no Trustee shall receive any compensation for any service rendered to the Association. However, any Trustee may be reimbursed for actual expenses incurred in the performance of the duties thereof.

ARTICLE 5 - NOMINATION, ELECTION AND TERM OF TRUSTEES

A. NOMINATION: As to those Trustees other than Declarant, nomination for election to the office of Trustee shall be made by a Nominating Committee. Nomination may also be made from the floor at the annual meeting of the Association. The Nominating Committee shall consist of a Chairman, who shall be a Trustee; and two or more members of the Association. The Nominating Committee shall be appointed by the Trustees prior to each annual meeting of the members. The Nominating Committee shall make as many nominations for election to the office of Trustee as it shall, in its discretion, determine, but in any event not less than the number of vacancies that are to be filled. A trustee need not be a member of the Association.

B. ELECTION: As to those Trustees other than Declarant, election to the office of the Trustee shall be by secret written ballot. At such election, the members or their proxies may be cast, in respect to each vacancy, one (1) vote for each Lot owned. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Provisions contained in any deed or other instrument for the conveyance of a dwelling which restrict the sale, rental or use of the property because of race or color are invalid under federal law and are unenforceable.

EXHIBIT "A"

Page 2 of 5

C. TERM: All Trustees elected by members (other than Declarant) shall serve until the next regular annual meeting of the Association, unless removed as provided in these Bylaws, or unless such Trustee resigns.

ARTICLE 6 - MEETINGS OF TRUSTEES

A. ORGANIZATIONAL MEETING: The first meeting of a newly elected Board of Trustees shall be held within 10 days of election, at such place and at such time as shall be fixed by the Trustees at the meeting at which such Trustees were elected, and no future notice shall be necessary to the newly elected Trustee or Trustees in order to legally constitute such meeting, providing a majority of the Board of Trustees shall be present thereat.

B. REGULAR MEETINGS: Regular meetings of the Board of Trustees shall be held quarterly, without notice, at such date, place and time as may be fixed from time to time by resolution, or otherwise agreed upon by the Board of Trustees.

C. SPECIAL MEETINGS: Special meetings of the Board of Trustees shall be held when called by the President of the Association, or by any two Trustees, after not less than three days written notice to each Trustee; provided, however, that such notice may be waived in writing.

D. QUORUM: A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees shall be regarded as the act of the Trustees.

E. ACTION TAKEN WITHOUT A MEETING: The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

ARTICLE 7 - POWERS AND DUTIES OF THE BOARD OF TRUSTEES

A. Notwithstanding anything to the contrary set forth herein, until such time as Declarant no longer possesses sole voting rights of the Association as set forth herein, Declarant shall exercise the powers and duties of the Association pursuant to the Declaration and these Bylaws.

B. POWERS: At such time as article 7A hereinabove no longer applies, the Board of Trustees shall exercise all powers and authority pursuant to the Declaration and these Bylaws, unless such powers and authority are specifically and exclusively reserved to the membership by virtue of the aforementioned documents, and without limiting the generality of the foregoing, the Board of Trustees shall have the right, power and authority to:

1. Take all actions deemed necessary or desirable to comply with all requirements of law, these Bylaws, and the Declaration.
2. Enforce the easements, restrictions, covenants, conditions, assessments, and all other provisions set forth in the aforesaid documents.
3. Repair, maintain and improve any property owned by it.
4. Establish, enforce, levy and collect assessments as provided in the Declaration.
5. Adopt and publish rules and regulations governing the use of the property and of the conduct of owners, licensees, invitees, occupants and any other person using the property.
6. Suspend the voting rights of a member as provided in the Declaration and in these Bylaws.

EXHIBIT "A"

Page 3 of 5

7. In the case of a Trustee not appointed by Declarant, declare the office of a member of the Board of Trustees to be vacant in the event such Trustee shall be absent for three consecutive regular meetings of the Board of Trustees.
8. To authorize the officers of this Association to enter into agreements with third parties in order to carry out the intent of the Declaration.

C. DUTIES: At such time as Article 7A hereinabove no longer applies, it shall be the duty of the Board of Trustees, in addition to all other duties required by the Board of Trustees, by the Declaration and by these Bylaws, and without limiting the generality of the foregoing, to:

1. Cause to be kept complete record of all of the acts of the Board of Trustees and the affairs of the Association and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by the members requesting such special meeting.
2. Supervise all officers, agents and employees, if any, of the Association and see that their duties are properly performed.
3. Establish, enforce, levy and collect assessments as provided in the Declaration.
4. Enforce the easements, restrictions, covenants, conditions, assessments and all other provisions as set forth in the Declaration.
5. Repair and maintain the property which may be conveyed to it.
6. Take all other action reasonably required to administer The Association in accordance with the Declaration and these Bylaws.

ARTICLE 8 - OFFICERS AND THEIR DUTIES

A. ENUMERATION OF OFFICERS: The officers of this Association shall be a President and Vice President, each of whom shall at all times be members of the Board of Trustees, a Secretary and Treasurer, and such other offices as the Board of Trustees may from time to time by resolution establish.

B. SELECTION AND TERM OF OFFICE: The officers of the Association shall be selected by a majority of the Board of Trustees from time to time, to serve until the Trustees select their successors.

C. SPECIAL APPOINTMENTS: The Board of Trustees may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Trustees may, from time to time, determine.

D. RESIGNATION AND REMOVAL: Any officer may be removed from office, with or without cause, by the Board of Trustees. Any officer may resign at any time by giving written notice to the Board of Trustees or the President and Secretary of the Association. Such Resignation shall take effect on the date of receipt of such notice or at any later time as may be specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The Board of Trustees shall select the person to fill such vacancy.

E. MULTIPLE OFFICES: The offices of Secretary and Treasurer of this Association may be held by the same person. No person, however, shall simultaneously hold more than one of any of the other offices, except in case of special offices created pursuant to this Article.

F. DUTIES OF OFFICERS: The duties of the officers are as follows

1. President: The president shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board of Trustees are carried out; and shall sign all documents on behalf of the Association.
2. Vice President: The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act; and shall exercise such other duties as may be required of him by the Trustees.
3. Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Trustees and of the members; serve or cause to be served notice of meetings of the members; keep appropriate current records showing the members of the Association, together with their addresses; and shall perform such other duties as required by the Board of Trustees.
4. Treasurer: The Treasurer shall receive and deposit in appropriate accounts all monies of the Association, and shall disburse funds as directed by the resolution of the Board of Trustees; keep proper books of account; shall cause an annual audit of the books of the Association to be made by such person as may be designated by the Board of Trustees to conduct such audit at the end of each fiscal year (which shall be determined by the Board of Trustees, and which unless otherwise determined, shall be on a calendar year basis); shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and shall perform such other duties as may be required by the Board of Trustees.

G. The Board of Trustees may appoint such committees as may be deemed to be appropriate in carrying out the powers and duties of the Association.

ARTICLE 9 - BOOKS AND RECORDS

The books, records and papers of the Association shall be at all times, during normal business hours, subject to inspection by any member and by the duly authorized representative of any holder of a first mortgage on a Lot. The Declarations and Bylaws shall be available for inspection by any member of any such lienholder or representative thereof at the principal office of the Association, where copies may be purchased at a reasonable cost, said cost to be established by the Board of Trustees.

ARTICLE 10 - AMENDMENT

These Bylaws may be amended in the manner and subject to the same provisions as set forth in the Declaration.

Evergreen Land Company

BY: 

Allen S. Shepherd, III President

Rennob, Inc.

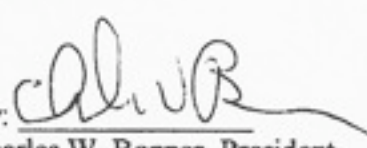
By: 
Charles W. Bonner President

EXHIBIT "A"

Page 5 of 5

C. PLAN APPROVAL:
SELLER'S RIGHT TO REPURCHASE LOT

No dwelling garage or any addition thereto, or any alteration thereof, shall be erected, reconstructed, placed or suffered to remain upon the Lot until the site plan thereof, has been approved by the Seller. In addition, no such dwelling, garage or any addition thereto, or any alteration thereof, shall be erected, reconstructed, placed or suffered to remain upon the Lot unless and until the following have been approved in writing by the Seller.

1. Size of the dwelling.
2. Location of dwelling.
3. Type of the dwelling and style of architecture.
4. The square footage of livable area of the dwelling.
5. The material of construction thereof, including but not limited to the following:
 - A. The type, manufacturer, and finish of windows.
 - B. The type and color of the siding material.
 - C. The type and color of the roofing material, including information with regard to texture thereof.
 - D. The type and bond of brick or stone, if used.
 - E. The finish and color of stucco, if used.
 - F. Color and finish of exterior trim.
 - G. The type and color of any proposed fencing.
6. The grading plan of the Lot, including the grade elevations of the dwelling and details as to the dwelling to be constructed.
7. The Landscape Plan.
8. Any other specifications and details as to the dwelling to be constructed.
9. The builder of the Dwelling. Buyer may not change builders without the express prior written consent of Seller. In such event, the provisions of Article 7, Paragraph 7 of the Declaration with respect to Seller's right to repurchase, shall immediately become applicable, in addition to any and all other remedies at law or in equity to which Seller may be entitled. Further, Builder and Buyer must first execute the Statement of Responsibilities attached as Exhibit "B" of the Agreement to Purchase, and made a part hereof.

A true copy of all the aforesaid items shall be permanently filed by buyer with Seller.

Further, no outbuildings will be permitted by Seller. Attached as Exhibit "A" of the Agreement to Purchase is an Architectural Review Form to assist buyer in obtaining plan approval as required herein. Buyer shall submit such Architectural Review Form to Seller, along with any other items reasonably requested by Seller in connection with the enforcement of this provision. In the event that the aforesaid plans and specifications and other detail are not approved by Seller, in writing, within thirty (30) days from the date of submission thereof to Seller by Buyer, then, at Seller's option, and upon notice from Seller to Buyer as provided hereinafter, Seller may repurchase the Lot upon the same terms and in same manner as provided in Article 7, paragraph 7 of the Declaration.

D. COMMENCEMENT OF CONSTRUCTION:
SELLER'S RIGHT TO RE-PURCHASE LOT.

Buyer agrees to commence construction of the proposed dwelling within sixty (60) days from the date of delivery of the General Warranty Deed referred to herein. If Buyer fails to so commence such construction, Seller may, at Seller's option, upon notice to Buyer as provided hereinafter, repurchase the Lot from Buyer. If Seller elects to so repurchase the Lot, and so notifies buyer, then the provisions of paragraphs 3, 4, 5, and 6 of the Agreement to Purchase shall be applicable to such repurchase and the net cost of the repurchase by seller shall be an amount equivalent to the net proceeds received by Seller, as shown on the closing statement for the initial sale of this Lot from Seller to Buyer. Once construction has commenced as aforesaid, buyer shall diligently complete the exterior of the dwelling within one hundred Fifty days (150) from the date of commencement thereof, subject to an extension for delays which, in the discretion of Seller, are not within control of Buyer.

EXHIBIT "B"

Page 1 of 3

E. SOIL CONDITIONS

If any unusual or unanticipated soil conditions are discovered with respect to the Lot which would increase the cost incurred by Buyer to build the residence contemplated to be built upon the Lot, then Seller, at Seller's election shall either reimburse Buyer for such additional costs as they are incurred by Buyer (upon buyer providing to Seller reasonable evidence of such additional cost) or, in the alternative, Seller may repurchase the Lot upon the same terms and in the same manner as provided hereinabove. Buyer agrees to notify Seller immediately upon the discovery of such unusual or unanticipated soil conditions.

F. REGULATIONS WITH RESPECT TO CONSTRUCTION.

Attached as Exhibit B to the Agreement to Purchase is a list of regulations with respect to construction. At all times, Buyer shall comply with such regulations.

IN WITNESS WHEREOF, The undersigned, Allen S. Shepherd, III President of Evergreen Land Company, an Ohio Corporation, has caused the Bylaws to be executed this 18th day of Sept. 2000.

Signed and Acknowledged
In the Presence of:

Evergreen Land Company
An Ohio Corporation

Signed: Jennifer Davis
Witness: JENNIFER DAVIS

Allen S. Shepherd, III Pres

Signed: Cathy Kelch
Witness: Cathy Kelch

STATE OF OHIO
FRANKLIN COUNTY ss:

The foregoing Bylaws were acknowledged before me this 18th day of Sept 2000, by Evergreen Land Company, an Ohio Corporation, by Allen S. Shepherd, III President thereof on behalf thereof.



DIANE L. STRUNKENBURG
Notary PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPTEMBER 30, 2002
RECORDED IN UNION COUNTY

Diane L. Strunkenburg
NOTARY PUBLIC

IN WITNESS WHEREOF, The undersigned, Charles W. Bonner, President of Rennob, Inc., an Ohio Corporation, has caused the Bylaws to be executed this 19th day of September 2000.

Signed and Acknowledged
In the Presence of:

Rennob, Inc.
An Ohio Corporation

Signed: Kimberlee Street
Witness: KIMBERLEE STREET

Charles W. Bonner

Signed: Sam Yates
Witness: Sam Yates

STATE OF OHIO
FRANKLIN COUNTY ss:

The foregoing Bylaws were acknowledged before me this 19th day of September 2000, by Rennob, Inc. an Ohio Corporation, by Charles W. Bonner, President thereof on behalf thereof.

Kimberlee Street
NOTARY PUBLIC

KIMBERLEE STREET
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES
JUNE 6, 2004

This Instrument Prepared by:
Evergreen Land Company
6295 Cosgray Road
Dublin, Ohio 43016