

EXHIBIT "A"

BYLAWS

OF

BOB-O-LINK CONDOMINIUM NORTH OWNERS' ASSOCIATION

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BYLAWS  
OF  
BOB-O-LINK CONDOMINIUM NORTH OWNERS' ASSOCIATION

These Bylaws are executed and attached as Exhibit A to the Declaration of Condominium Ownership for Bob-O-Link Condominium North ("the Declaration") and are a part thereof pursuant to the condominium act. Their purpose is to provide for the operation of a Unit Owners' Association to administer the Condominium Property in the manner provided by the Declaration and by these Bylaws. These Bylaws also serve as the Code of Regulations for said Association, a not-for-profit corporation organized under the laws of the State of Ohio and called "Bob-O-Link Condominium North Owners' Association".

All present and future Unit owners or tenants or their employees, and any other person who might use the facilities of the Condominium Property in any manner shall be subject to the covenants, conditions, reservations, restrictions, obligations, provisions, and regulations contained in the Declaration and in these Bylaws and shall be subject to any restriction, condition, rule, and regulation ("the Rules and Regulations") hereafter adopted by the Board of Managers of the Association. The mere acquisition or rental of any of the Units located within the Condominium Property described in the Declaration, or the mere act of occupancy of any of the Units, will constitute acceptance and ratification of the Declaration, these Bylaws, and the Rules and Regulations.

The principal office of the Association shall be as set forth in its Articles of Incorporation ("the Articles"), and the place of meetings of Unit owners ("members") and of the Board of Managers ("the Board") of the Association shall be at such place as the Board may from time to time designate.

All of the terms used herein shall have the same meanings as set forth in the Declaration of Bob-O-Link Condominium North.

ARTICLE I

UNIT OWNERS

Section 1.1. Membership in the Association. Each current Unit owner is, and each future Unit owner upon acquisition of fee-simple title to, or an interest as a purchaser (under a land contract with Declarant) of, a Unit shall automatically become, a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Unit ownership, at which time the new owner of such Unit shall automatically become a member of the Association.

Section 1.2. Voting Rights. Subject to the provisions below and to the Declaration, each owner or group of owners, collectively, of a Unit shall be entitled to one vote per Unit owned at meetings of members of the Association. If two or more persons are owners of a Unit, each may exercise that fraction of a single vote with respect to such Unit which is equivalent to his fractional interest in the Unit.

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ARTICLE I

UNIT OWNERS

Section 1.1. Membership in the Association. Each current Unit owner is, and each future Unit owner upon acquisition of fee-simple title to, or an interest as a purchaser (under a land contract with Declarant) of, a Unit shall automatically become, a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Unit ownership, at which time the new owner of such Unit shall automatically become a member of the Association.

Section 1.2. Voting Rights. Subject to the provisions below and to the Declaration, each owner or group of owners, collectively, of a Unit shall be entitled to one vote per Unit owned at meetings of members of the Association. If two or more persons are owners of a Unit, each may exercise that fraction of a single vote with respect to such Unit which is equivalent to his fractional interest in the Unit.

Only Unit owners in good standing shall be entitled to vote in the affairs of the Association at any annual or special meeting thereof. A Unit owner shall be deemed to be in "good standing" and "entitled to vote" if, and only if: (i) at least three days prior to the date fixed for such annual or special meeting, he shall have fully paid all assessments made or levied against him and all of his Units by the Association as hereinafter provided, together with all interest, costs, attorneys' fees, penalties, and other expenses, if any, properly chargeable to him and against all of his Units, and (ii) as of the date of the meeting, his voting rights are not suspended through action taken by the Board, after notice and opportunity for hearing, as a penalty for infraction of the Rules and Regulations or any of the provisions of the Declaration or these Bylaws.

A Unit which has been acquired by the Association in its own name or in the name of its agent, designee, or nominee on behalf of all the Unit owners shall not entitle such owner to a vote so long as it continues to be so held.

Section 1.3. Proxies. Members may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on his or their behalf shall be made in writing to the Board of Managers or the President or Secretary of the Association and, except as otherwise provided in the Declaration or in these Bylaws, shall be revocable at any time by actual notice to the Board of Managers by the member or members making such designation. If a member has designated his first mortgagee as his proxy under the terms of a first mortgage covering such member's Unit, the presentation to the Board of Managers by a representative of such mortgagee of a copy of that mortgage containing such proxy designation shall constitute notice of that designation under this Section 1.3, and, if the mortgage so states, notice of the irrevocability of that designation. Notice to the Board of Managers in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

Section 1.4. Meetings of Members.

(a) Annual Meetings. The annual meeting of members of the Association for the election of members of the Board of Managers, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held in the second quarter of each calendar year on such date and at such time and place as shall be designated in the notice of such meeting by the Board of Managers.

(b) Special Meetings. Special meetings of the members of the Association may be held when called by the President of the Association or by the Board of Managers of the Association or by members entitled to exercise at least 25% of the voting power of the Association. Upon request in writing delivered either in person or by certified mail to the President or the Secretary of the Association by any persons entitled to call a meeting of members, such officer shall forthwith cause to be given to the members entitled thereto notice of a meeting in accordance with the provisions of subsection (c), below. Such meeting shall be held on a date not more than 30 days after the receipt of such request for a meeting as the President or Secretary (whichever is applicable) may fix. If such notice is not given within five days after the receipt of such request, the persons calling the meeting may fix the time of the meeting and give notice thereof. Each

special meeting shall be called to convene at the office of the Association or at such other place and at such time as shall be specified in the notice of meeting.

(c) Notices of Meetings. Not less than seven nor more than 30 days before the day fixed for a meeting of the members of the Association, written notice stating the time, place, and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these Bylaws to give such notice. The giving of proper notice shall be effective and complete upon making personal delivery, upon the act of sending a telegram or mailgram, or upon deposit in the mails. Notice shall be given to each member of the Association who is an owner of a Unit of record as of the day next preceding the date on which notice is given. If mailed, the notice shall be addressed to the members of the Association at their respective addresses as they appear on the records of the Association and shall be sent by a method reasonably calculated to be received by each addressee at least six days prior to the day of such meeting. Notice of the time, place, and purposes of any meeting of members of the Association may be waived in writing, either before or after the holding of such meeting, by any members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting.

(d) Quorum; Adjournment. Except as otherwise may be provided by law or by the Declaration, at any meeting of the members of the Association the members of the Association who are entitled to exercise one-third of the entire voting power of the Association (determined by the total number of votes which can be voted at the time) and who are present in person or by proxy shall constitute a quorum for such meeting, provided that such quorum requirement must be met at the time of completion of the vote on any matter for such vote to be valid. No action shall be taken or approved by the Association with the approval of any less than the percentage of voting power required by law, the Declaration, and the Bylaws or without the consent of any party that is required by any of said provisions. The members of the Association entitled to exercise a majority of the voting power represented at a meeting of members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 1.5. Order of Business. The order of business at all meetings of members of the Association shall be as follows:

- (1) Calling of meeting to order
- (2) Roll-call
- (3) Proof of notice of meeting or waiver of notice
- (4) Reading of minutes of preceding meeting
- (5) Reports of officers
- (6) Reports of Committees
- (7) Election of Managers (when appropriate)
- (8) Unfinished and/or old business

- (9) New business
- (10) Adjournment

Section 1.6. Passage. Unless otherwise expressly set forth in the Declaration or in these Bylaws, all decisions of the members of the Association shall require for passage the affirmative vote of the Unit owners or their voting representatives who represent a majority of the total voting power represented at any given meeting of the Association at which there is a quorum.

Section 1.7. Action by Association Members without a Meeting. Any action which may be authorized or taken at a meeting of the members of the Association may be authorized or taken without a meeting in a writing or writings signed by members, from among those who would be entitled to notice of a meeting held for such purpose, who hold more than 60% of the total voting power in the Association, but only if also signed by all parties whose consents to such action are required under any other provision of the Declaration or the Bylaws; provided, that the authorization of any such required signatories who are members of the Association shall be included with those of all other members who give such authorization when determining whether the holders of 60% of the voting power have authorized the proposed action; and provided further, that any action, with respect to which the Declaration or these Bylaws require the approval of a percentage greater than 60% of the total voting power of the Association, shall be taken in a writing without a meeting only if the approval of such greater percentage of the voting power is obtained. Such writing or writings shall be filed with the records of the Association. Written notice of any action proposed to be taken by such written consent of members shall be given to all parties who are entitled to notices under Section 1.4(c) of this Article and Section 7.1 of Article VII of these Bylaws not less than seven days prior to commencing the circulation of the action for written consent among the members.

## ARTICLE II

### BOARD OF MANAGERS

Section 2.1. Selection and Qualification. The Board of Managers shall serve as the Association's Board of Trustees under the laws of the State of Ohio for not-for-profit corporations. It shall initially consist of three persons who shall be appointed by Declarant. At the time that fee simple ownership interests to which 25% of the undivided interests in the Common Areas and Facilities appertain have been sold and conveyed by deed, a special meeting of the members of the Association shall be held, and the Unit owners, other than Declarant, shall elect one additional member to the Board of Managers. The Board shall then consist of four members. At the time that fee simple ownership interests to which 50% of such undivided interests appertain have been sold and conveyed by deed, another special meeting of the members of the Association shall be held, and such Unit owners, excluding Declarant, shall elect one more member to the Board of Managers; Declarant shall be entitled to appoint one additional member to the said Board at that time. The Board shall then consist of six members. None of Declarant's appointees need be owners or occupiers of a Unit. All persons elected to the Board of Managers by members of the Association, however, shall be Unit owners.

The "percentage of undivided interests in the Common Areas and Facilities" shall not, for these purposes, be determined by



the percentages set forth in Section 2.13 of Article II of the Declaration. Instead, it shall be computed by comparing the number of Units sold and conveyed as against the maximum number of Units (358) that may be created upon the Condominium Property and upon the additional property described in the Declaration, as established by the Declaration.

Upon the occurrence of the earlier of the following events ("the Turnover Date"):

- (1) The expiration of the five-year period from the date of the establishment of the Association;  
or
- (2) The expiration of the 30-day period after the sale and conveyance by deed of fee simple ownership interests to which appertain 75% of the undivided interests in the Common Areas and Facilities (computed in the manner specified above unless otherwise required by statute) to purchasers in good faith and for value,

Declarant's authority hereunder to appoint members to the Board of Managers shall terminate. Within 30 days after such Turnover Date, a special meeting of the members of the Association shall be held and all Unit owners, including Declarant, shall elect five Board members to replace all of those Board members earlier elected or appointed by the Unit owners and Declarant, respectively. The Board shall then and thereafter consist of five Managers. Each of the five members of the Board shall hold office until the next annual meeting of the members of the Association and until his successor is elected, or until his earlier resignation, removal from office, or death. Managers chosen at the annual meetings shall be elected to serve one-year terms. Any member of the Board may be reelected for additional terms.

All elected members of the Board shall be Unit owners.

Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Board members or to vote in an election of Managers. If Declarant waives its rights to select one or more Managers, the membership shall meet and elect the member(s) of the Board otherwise to have been selected by Declarant.

Section 2.2. Nominations and Procedure for Elections. Nominations for the election of Managers to be elected by Unit owners may be made by a nominating committee formed by the Board of Managers and may also be taken from the floor at the meetings. Elections to the Board by the Unit owners shall be by secret written ballot. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

Section 2.3. Resignations, Vacancies, and Removal. Any vacancy in any position on the Board of Managers occupied by a person elected prior to the Turnover Date shall be filled by election of a new person at a special meeting of the members of

the Association called for the purpose of such election. Declarant shall not vote in such election. In the event of the occurrence of any vacancy or vacancies in positions on the Board of Managers occupied by persons elected after the Turnover Date, the remaining members of the Board, though less than a majority of the whole authorized number of Board members, shall, by the vote of a majority of their number, fill any such vacancy for the unexpired term. Any vacancy in the position of an appointed Board member shall be filled by the party which made the appointment.

Any member of the Board may resign at any time by oral statement to that effect made at a meeting of the Board of Managers or in a writing to that effect delivered to the Secretary or President of the Association. Such resignation shall take effect immediately or at such other time as the resigning member of the Board may specify, and acceptance of such resignation shall not be necessary to make it effective.

At any regular or special meeting of members of the Association duly called, at which a quorum shall be present, any one or more members of the Board, except members of the Board appointed by Declarant as provided in Section 2.1 of this Article II, may be removed with or without cause by the vote of members entitled to exercise at least 75% of the voting power of the Association (excluding Declarant if the member of the Board was elected prior to the Turnover Date), and a successor or successors to such member or members of the Board so removed shall then and there be elected (by members other than Declarant if the member[s] of the Board removed had been elected prior to the Turnover Date) to fill the vacancy or vacancies thus created. Any member of the Board whose removal has been proposed at a meeting of the members of the Association shall be given an opportunity to be heard at such meeting. Any appointed member of the Board may be removed at any time by the party who appointed him.

Section 2.4. Salaries or Fees. Members of the Board of Managers shall initially serve without compensation. After the Turnover Date, salaries and fees, if any, to be paid to members of the Board of Managers shall be determined from time to time by the affirmative vote of Association members holding a majority of the voting power represented at a meeting of Association members at which there is a quorum.

Section 2.5. Meetings.

(a) Organization Meetings. Immediately after each annual meeting of members of the Association, the Board of Managers shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

(b) Regular Meetings. Regular meetings of the Board of Managers shall be held at such times and places as shall be determined by a majority of the members of the Board, but at least four such meetings shall be held during each fiscal year. Notice of such meetings shall be given by the Secretary, and may be waived, in the same manner as is set out in the next paragraph.

(c) Special Meetings and Notice. Special meetings of the Board of Managers may be held at any time upon call by the President or any two members of the Board. Written notice of the time and place of each such meeting shall be given by the person(s) calling the meeting to each member of the Board either by personal

delivery, telegram, or telephone at least 36 hours before the meeting or by mail deposited at least four days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any member of the Board at any such meeting without protesting, prior to or at the commencement of the meeting, a lack of proper notice shall be deemed to be a waiver by him of notice of such meeting. Such notice may also be waived in writing either before or after the holding of such meeting, by any member of the Board, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any regular or special meeting.

(d) Quorum; Adjournment. A quorum of the Board of Managers shall consist of a majority of the members of the Board then in office, provided that such quorum requirement must be met at the time of completion of the vote on any matter in order for such vote to be valid; and further provided, that a majority of the members of the Board present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

(e) Meeting Procedure. At each meeting of the Board of Managers at which a quorum is present, either in person, by telephone, or through any other communication device which permits direct communication between all participants, all questions and business shall be determined by a majority vote of those who are present in person, by telephone, or through such other communication device, except as may otherwise expressly be provided in the Declaration or in these Bylaws. In the event of any tie vote on any matter pending before the Board of Managers, the President of the Association shall have the power to cast an additional vote to break such tie. ↙

Section 2.6. Action by Board of Managers without a Meeting. Any action which may be authorized or taken at a meeting of the Board of Managers may be authorized or taken without a meeting in a writing or writings signed by all members of the Board, which writing or writings shall be filed with the records of the Board of Managers.

Section 2.7. Fidelity Bonds. The Board of Managers shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish fidelity bonds satisfactory to the Board. If the Association at any time does not utilize a professional manager or management firm which performs financial services (such as collections, deposits, transfers, and disbursements) on behalf of the Association, the Board shall at that time require that any party handling or responsible for Association funds shall furnish fidelity bonds satisfactory to the Board. The premiums on all such bonds for officers and employees of the Association shall be paid by the Association and shall be a common expense.

Section 2.8. Record of Corporate Affairs. The Board of Managers shall cause to be kept a complete record of all of its acts and corporate affairs and shall present a statement thereof to the Unit owners at each annual meeting of Unit owners, or at any special meeting when such statement is requested in writing by Unit owners representing one-half or more of the voting power of Unit owners.



Section 2.9. Power and Authority. The Board of Managers shall have the power and authority necessary and desirable for the administration of the affairs of the Association and the Condominium and shall exercise all power and authority of the Association and do all such acts and things except as by law or by the Declaration or these Bylaws may not be delegated to the Board of Managers by the Unit owners. These powers shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep, and maintenance of the Common Areas and Facilities for which it is responsible as provided in the Declaration.

(b) Determination of the common expenses required for the affairs of the Condominium and the Association, including, without limitation, the operation and maintenance of the Condominium Property.

(c) Determination and collection of assessments from Unit owners. ←

(d) Employment and dismissal of personnel necessary or desirable for the maintenance, operation, repair, and replacement of the Common Areas and Facilities (for which it is responsible as provided in the Declaration) and any property owned by the Association. ✓

(e) Adoption and amendment of Rules and Regulations, supplementing the provisions set forth in the Declaration and these Bylaws, which it may deem advisable for the maintenance, use, conservation, and beautification of the Condominium Property, and for the health, comfort, safety, and general welfare of the Unit owners and residents of the Condominium, giving written notice of such Rules and Regulations and amendments to all Unit owners and residents; provided, however, that in the event the original Rules and Regulations or any amendments shall conflict with any provisions of the Declaration or of these Bylaws, the provisions of the Declaration and of these Bylaws shall govern.

(f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.

(g) Purchasing or leasing or otherwise acquiring in the name of the Association or its designee (corporate or otherwise) on behalf of all Unit owners, Units offered for sale or lease.

(h) Purchasing Units at foreclosure or other judicial sales in the name of the Association or its designee (corporate or otherwise) on behalf of all Unit owners.

(i) Selling, leasing, mortgaging, or otherwise dealing with Units acquired by, and subleasing Units leased by, the Association or its designee (corporate or otherwise) on behalf of all Unit owners.

(j) Organizing corporations to act as designees of the Association in acquiring title to or leasing of Units on behalf of all Unit owners.

(k) Granting licenses.

(l) Obtaining and maintaining insurance pursuant to the provisions of the Declaration and these Bylaws.

- (m) Making repairs, additions, and improvements to or alterations of the Condominium Property in accordance with the Declaration and these Bylaws.
- (n) Declaring the office of a member of the Board to be vacant in the event such Manager shall be absent from three consecutive regular meetings of the Board.
- (o) Suspending the voting rights of a Unit owner, after notice and opportunity for hearing, for a maximum period of 60 days for each infraction of the Rules and Regulations or of any provisions of the Declaration or these Bylaws.
- (p) Enforcing the provisions of the Declaration, the Bylaws, and the Rules and Regulations, in the manner provided in the Declaration and these Bylaws and by law, through legal action or otherwise.
- (q) Imposing reasonable charges for the preparation or recording of amendments to the condominium instruments, or for the issuance of reports, certificates, and documentation permitted or required by the condominium instruments or by law, to be given to the person requesting the same.
- (r) Subject to the provisions in the Declaration and these Bylaws, granting or withholding approval of any action which changes the exterior appearance of the Condominium Property, alters any portion of the Common Areas and Facilities, or affects the structural or mechanical integrity of a building, its fixtures, or appliances.
- (s) Bringing and defending lawsuits, and appearing on behalf and for the benefit of all Unit owners in any matter of common concern, including class actions for the Unit owners as a class, in and before any court, office, agency, board, commission, or department of any governmental body, and appealing from any judgments, orders, decisions, or decrees rendered therein.
- (t) Establishing and maintaining a funded reserve for contingencies and replacements in any amount which it determines, in its sole discretion, to be necessary or advisable and, to the extent that it deems desirable, to create requirements for other reasonable reserves (such as maintenance and repair, working capital, bad debts, and depreciation) and designating trust funds for the benefit of Unit owners or the Association.
- (u) Delegating to persons, firms, or corporations of its choice, including any manager or managing agent, attorneys, accountants, and other professionals, such duties and responsibilities of the Association as the Board of Managers shall from time to time specify, and providing for reasonable compensation for the performance of such duties and responsibilities.
- (v) Forming committees of the Board and/or composed of persons who need not be members of the Board, members of the Association, or Unit residents, and delegating to such committees such powers, authority, and responsibilities as the Board may, in the exercise of its sole discretion, determine to be appropriate.
- (w) Without limitation, but in pursuit of the foregoing powers or the authority elsewhere provided in the Declaration and these Bylaws and in pursuit of the purposes for which the Association exists, to do any and all things lawfully permitted to be

done by a not-for-profit corporation and by a condominium association under the laws of the State of Ohio.

### ARTICLE III

#### OFFICERS

Section 3.1. Election and Designation of Officers. The Board of Managers shall elect a President, a Vice President, a Secretary, and a Treasurer, each of whom shall be a member of the Association or a resident of a Unit. Such officer need not be a member of the Board. The Board of Managers may also appoint such other officers as in their judgment may be necessary or desirable; such other officers need not be members of the Board, members of the Association, or residents of Units. One person may hold more than one office simultaneously.

Section 3.2. Term of Office; Vacancies. The officers of the Association shall hold office until their successors are elected or appointed, except in case of resignation, removal from office, or death. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and acceptance of such resignation shall not be necessary to make it effective. The Board of Managers may remove any officer at any time with or without cause by a majority vote of the members of the Board then in office. Any vacancy in any office may be filled by the Board of Managers unless otherwise herein provided.

Section 3.3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of members of the Association and at all meetings of the Board of Managers. Subject to directions of the Board of Managers and except to the extent that the Board of Managers delegates such duties to a professional manager or management firm, the President shall have general executive supervision over the business and affairs of the Association and shall have authority to cause orders and resolutions of the Board to be carried out. He may execute all authorized deeds, contracts, and other legal documents for the Association and shall have such other authority and shall perform such other duties as may be determined from time to time by the Board of Managers and as may be provided for in the Declaration or in these Bylaws.

Section 3.4. Vice President. The Vice President shall perform the duties of the President whenever the President is unable to act and shall have such other authority and perform such other duties as may be determined from time to time by the Board of Managers.

Section 3.5. Secretary. The Secretary shall record the votes and keep the minutes of meetings of the members of the Association and of the Board of Managers. Except to the extent that the Board delegates any such duties to a professional manager or management firm, the Secretary shall keep such books as may be required by the Board of Managers (including records to show the names of all Unit owners and their addresses), shall give notices of meetings of members of the Association and meetings of the Board of Managers required by law, by these Bylaws, or otherwise, and shall have such authority and shall perform such other duties as may be determined from time to time by the Board of Managers.

annually and which policy or policies shall not insure against liability for personal injury or property damage arising out of or relating to the individual Units;

(e) Wages and Fees for Services. The services of any person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a manager or managing agent for the Condominium, the services of any person or persons required for the maintenance or operation of the Condominium Property, and legal and/or accounting services necessary and proper in the operation of the Condominium or in the enforcement of the Declaration and these Bylaws and for the organization, operation, and enforcement of the rights of the Association;

(f) Discharge of Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Condominium Property or any part thereof which the Board of Managers, in its sole discretion, deems advisable. The foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Unit owners are responsible for the existence of such lien, however, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred or advanced by the Association by reason of said lien or liens shall be specially assessed to said owners and their respective Units; and

(g) Certain Maintenance of Units. Maintenance, repair and service of any Unit, or portion thereof performed by the Association, its employees, or agents when both of the following conditions are present: (i) the Board of Managers, in its sole discretion (or if a person or firm is designated by the Board of Managers, then in his or its sole discretion), has determined that such maintenance, repair, or service is necessary for the public safety or in order to prevent damage to or destruction of any part of the Common or Limited Common Areas and Facilities or of any other Unit; and (ii) except in the event of circumstances which the Board of Managers, in its sole discretion (or if a person or firm is designated by the Board of Managers, then in his or its sole discretion), determines to be an emergency, the owner or owners of said Unit have failed or refused to perform said maintenance, repair, or service within ten days after written notice of the necessity of said maintenance, repair, or service has been given by the Association to said owner or owners. The Association shall levy a special assessment against such Unit owner or owners for the cost of all such maintenance, repair, or service.

Section 4.2. Association's Right to Enter Units. The Association, its employees and agents, may enter any Unit or balcony area when necessary or advisable in connection with any maintenance, repair, service, or construction for which the Association is responsible or which the Association is authorized to perform, on condition that:

- (1) the provisions of Section 4.1(g) have been satisfied, when work is to be performed on a Unit;  
or
- (2) when said Section 4.1(g) is not applicable, the Association has given the Unit owner at least a five-day written notice of the scheduled entry and of the

work to be performed; provided, however, that such five-day notice need not be given in the event of an emergency or nuisance, as determined by the Board in the exercise of its sole discretion (or by a person or firm designated by the Board in the exercise of such person's or firm's sole discretion), threatening any Unit or any other part of the Condominium Property.

The Association, its employees or agents, may also enter any patio or deck area for maintenance, repairs, construction, or painting without prior notice. Any such entry referred to above may be made whether or not the owner or resident is present and shall be made with as little inconvenience to the owners as practicable. Any damage caused by an entry other than pursuant to Section 4.1(g) above, shall be repaired by the Association, the cost of which shall be a common expense. The Association reserves the right to retain a passkey to any Unit; and no locks or other devices shall be placed on the doors to the Units which obstruct entry through the use of such passkey.

Section 4.3. Capital Additions and Improvements. The Association shall neither pay for nor authorize any structural alterations, capital additions to, or capital improvements of the Common Areas and Facilities requiring an expenditure in excess of \$2000.00 nor shall it borrow funds in excess of such amount, without in each case obtaining the prior approval of: (i) the members of the Association entitled to exercise 75% of the voting power of the Association, and (ii) all approved mortgagees holding first mortgages on Units, whose approval shall not unreasonably be withheld. Nothing in this paragraph, however, shall be construed so as to limit in any way the Association's powers to restore or to replace damaged, destroyed, or obsolete portions of the Common Areas and Facilities using maintenance funds, the reserve for contingencies and replacements, insurance proceeds, special assessments, or borrowed funds for such purposes, subject to the other provisions of the Declaration and these Bylaws.

Section 4.4. Changes in Exterior Appearance and Maintenance Standards. The Association shall take no action, as long as Declarant owns at least one Unit, that shall have the effect, either directly or indirectly, of altering in any way the exterior appearance of any part of the Condominium Property as it existed immediately after construction, or reducing or discontinuing any maintenance standard or practice in effect at the time, without the prior written consent of Declarant.

Section 4.5. Indemnification of Board of Managers and Officers.

(a) The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action, suit, or proceeding by or in the right of the Association or all members of the Association) by reason of the fact that he is or was a member of the Board of Managers or an officer of the Association, or is or was serving at the request of the Association as a



director, trustee, officer, employee, or agent of another corporation (nonprofit or for profit), partnership, joint venture, trust, or other enterprise, against expenses (including attorneys fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, he had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

(b) The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit (including all appeals) by or in the right of the Association or of all members of the Association in order to procure a judgment in its or their favor by reason of the fact that he is or was a member of the Board of Managers or officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation (nonprofit or for profit partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association; except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the tribunal in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as such tribunal shall deem proper.

(c) Without limiting the right of any member of the Board of Managers, officer, or other person to indemnification under any other subsection hereof, if such person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in subsections (a) and (b), he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Except in a situation governed by subsection (c), any indemnification under subsections (a) and (b) (unless ordered by a tribunal) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the member of the Board of Managers, officer, or other person described therein is proper in the circumstances because he has met the applicable standard of conduct set forth in either subsections (a) or (b). Such determination shall be made: (i) by the Board of Managers by a majority vote of a quorum consisting of members of the Board who are not and were not parties to or threatened with such action, suit, or proceeding (or any other action, suit, or proceeding arising from the same or similar operative facts); or (ii) if such a quorum is not obtainable, or even if

obtainable, if a majority of such quorum of disinterested members of the Board of Managers so directs, in a written opinion by independent legal counsel (compensated by the Association) other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association or any person to be indemnified within the past five years; or (iii) by the tribunal in which such action, suit, or proceeding was brought.

(e) Expenses of each person indemnified hereunder which are incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals) or threat thereof, may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Managers (whether a disinterested quorum exists or not), upon receipt of an undertaking by or on behalf of the member of the Board of Managers, officer, or other person described in subsections (a) or (b) to repay such expenses unless it shall ultimately be determined that he is entitled to be indemnified by the Association.

(f) The indemnification provided by this Section 4.5 of Article IV shall not be deemed exclusive of, or in any way to limit, any other rights to which any person indemnified may be or may become entitled as a matter of law, by the Declaration, these Bylaws, agreements, insurance, vote of the Board of Managers, or otherwise with respect to action in his official capacity and with respect to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a member of the Board of Managers, officer, or other person described in subsections (a) or (b), and shall inure to the benefit of the heirs, executors, and administrators of such a person.

(g) If any part of this Section 4.5 of Article IV shall be found, in any action, suit, or proceeding, to be invalid or ineffective, the validity and the effect of the remaining parts shall not be affected.

Section 4.6. Insurance for Board of Managers and Officers.  
The Association shall, to the fullest extent permitted by law and to the extent reasonably available, purchase and maintain liability insurance on behalf of those persons indemnified under Section 4.5 of this Article IV. Such policy or policies may insure against any liability asserted against and incurred by them in any such capacities or arising out of their status as such, whether or not the Association would have the power to indemnify such persons against such liability under Section 4.5 of this Article IV or the Ohio Revised Code, but, to the extent reasonably available, shall insure them against those liabilities for which the Association is required to indemnify them under said Section 4.5. The Board of Managers, in its sole discretion, shall determine the liability limits of such insurance coverage and, subject to the foregoing provisions of this Section 4.6, the other terms of such insurance.

Section 4.7. No Active Business to be Conducted for Profit.  
The Association shall have no authority to conduct an active business for profit on behalf of Unit owners or any of them; provided, however, that the Association shall have authority to lease or sublease any Units it may acquire by deed or lease in accordance with the following:

benefit of such Unit owners and/or residents as may desire to pay for the same, including, without limitation, cleaning, repair, and maintenance of Units, and provision of special recreational, educational, or medical facilities or services. Fees for such special services and facilities shall be determined by the Board of Managers and may be charged directly to participating Unit owners and residents, or initially paid by the Association and levied as a special assessment due from the participants. Any amount so collected from a participant which exceeds all costs attributable to the provision of such special services and facilities for his benefit, as determined by the Board of Managers in its sole discretion, shall either be returned to such participant or credited toward future costs incurred for the provision of such special services and facilities for his benefit or, if he is a Unit owner, credited against any other amounts he owes or will owe to the Association. The Board of Directors may organize, or assist others in organizing, a separate corporation (for profit or not-for-profit) for the provision of any such services or facilities.

Section 4.9. Right to Cure Delinquencies. In the event any Unit owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed against his Unit ownership, the Board of Managers shall have the right to cure such default by paying the amount so owing to the party entitled thereto. Thereupon the Board may levy a special assessment against such Unit owner and his Unit for the amount so paid, and the Association shall automatically have a lien therefor against such Unit ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article VI of the Declaration.

## ARTICLE V

### DETERMINATION AND PAYMENT OF ASSESSMENTS

Section 5.1. Obligation of Owners to Pay Assessments and Make a Contribution to Working Capital. It shall be the duty of every Unit owner to pay his proportionate share of the expenses of administration, maintenance, and repair of the Common Areas and Facilities and of the other common expenses provided for in these Bylaws and in the Declaration. Such proportionate share shall be in the same ratio as his fractional ownership interest in the Common Areas and Facilities as set forth in the Declaration. Payment thereof shall be in such amounts and at such times as may be determined by the Board of Managers of the Association, as set forth below. Each Unit owner shall also be obligated to pay all special assessments and other costs and assessments properly chargeable to him and to his Unit. No assessments shall be levied by the Association until the date on which the deed is delivered to the fourth purchaser to whom Declarant transfers title to a Unit.

Each party purchasing a Unit from Declarant shall deposit with the Association, at the closing of his purchase, such sum as may be required by Declarant as the new Unit owner's initial contribution to the working capital of the Association. Such contribution shall be nonrefundable.

Section 5.2. Preparation of Estimated Budget and Annual Assessments. No later than during the tenth month of each fiscal year, the Board of Managers shall estimate the total amount neces-



operation and administration of the Condominium Property and the Association during the ensuing fiscal year (which shall be from January 1 of each calendar year through December 31 of that calendar year), including, but not limited to, the cost of wages, materials, equipment, insurance, services, supplies, and management fees, such amounts as may be required for the purchase or lease of any Unit to be acquired by the Association or its designee, and any sums necessary to make up any deficit in income from assessments in any prior year; (ii) an amount considered by the Board to be necessary or advisable for the funded reserve for contingencies and replacements; and (iii) any amounts which the Board may consider to be advisable for any other reserves it may establish.

The portion of each assessment payment made or to be made by each Unit owner which may appropriately be considered under generally accepted accounting principles as a contribution to capital and which the Board of Managers designates as such shall be designated separately as such on the records of the Association and on assessment notices sent to Unit owners. The portion of each assessment payment made or to be made by each Unit owner which is allocable to the reserve for contingencies and replacements and the portion allocable to any other reserve shall also each be separately designated for those purposes on the records of the Association and on assessment notices sent to Unit owners. All amounts deposited in any reserve shall be kept in a separate trust account and shall be used only for the purposes for which such reserve was established.

On or before the first day of the eleventh month of each fiscal year, the Board of Managers shall notify each Unit owner in writing as to the total amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Unit owners and their respective Units according to each Unit owner's fractional ownership interest in the Common Areas and Facilities as set forth in the Declaration, and the amount of the annual assessment charged to the particular Unit owner shall be specified in such notice. For administration convenience, any such assessment may be rounded to the nearest whole dollar. Should the Association become the owner of any Units, the assessment which otherwise would be due and payable to the Association by the owner(s) of such Units, reduced by any income which may be derived from the leasing of such Units by the Association, shall be apportioned and the assessment thereof levied ratably among the owners of all Units which are not owned by the Association in proportion to each such Unit owner's fractional ownership interest in the Common Areas and Facilities.

The annual assessment charged against the owner of each Unit shall be payable to the Association (or to whom it may direct), in advance, in equal monthly installments, on or before the first day of each month of the fiscal year or in such other portions and on such other dates as the Board of Managers may fix from time to time; provided, however, that nothing shall prohibit any Unit owner from prepaying assessments in annual, semiannual, quarterly, or monthly increments. On or before the date of each annual meeting, the Board of Managers shall supply to all Unit owners, and also to any approved mortgagee which holds a first mortgage on one or more Units and which makes written request, an itemized accounting of the expenses for the preceding fiscal year which were actually incurred and paid, together with a tabulation of the annual and additional assessments collected pursuant to the estimates, amounts collected from special assessments, and all other

income, and showing the net amount by which such total income exceeded or was short of the actual expenditures, plus reserves. Any amount (including any and all interest and charges, but not including the principal amount of special assessments collected) accumulated in excess of the amount required for actual expenses and reserves shall be credited, in proportion to each Unit owner's fractional ownership interest in the Common Areas and Facilities, to the Unit owners' respective accounts, except that any adjustments which may be appropriate shall be made with respect to any Unit owner who has not paid the full amounts assessed to him and his Unit.

Section 5.3. Additional or Adjusted Assessments. Should the Board of Managers at any time and from time to time determine, in the sole discretion of the Board, that the assessments or estimated amounts collected are or may be insufficient to pay the costs of operation and management of the Condominium Property, the Board of Managers shall have authority to levy such additional assessment or assessments as it shall deem warranted in accordance with each Unit owner's fractional ownership interest in the Common Areas and Facilities. The Board of Managers shall serve notice of such further assessment on all owners by a statement in writing giving the amount and reasons therefor; and such further assessment shall become effective 20 days after the delivery or mailing of such notice of further assessment, or if the Board of Managers so directs in such notice, with the next regular assessment payment which is due more than 20 days after the delivery or mailing of such notice. All Unit owners shall be obligated to pay the adjusted amount.

Section 5.4. Failure to Prepare Annual Budget. The failure or delay of the Board of Managers to prepare or serve the annual or an adjusted assessment on a Unit owner shall not constitute a waiver or release in any manner of such Unit owner's obligation to pay the costs and reserves, as herein provided, whenever the same shall be determined. In the absence of any annual or adjusted assessment, the Unit owners shall continue to pay the regular assessment installments on the dates and in the amount established for the previous period until the installment payment which is due more than 20 days after notice of such new annual or adjusted assessment shall have been mailed or delivered.

Section 5.5. Other Assessments.

(a) Capital Improvements. In addition to the annual assessments described above, the Board may levy in any fiscal year extra assessments (to the extent that any reserves therefor are not sufficient) for those structural alterations, capital additions, or capital improvements of the Common Areas and Facilities: (i) which have been approved by Unit owners pursuant to Section 4 of these Bylaws or (ii) for which such approval is not required by said Section 4.3. No amounts may be assessed under this Section 5.5(a) except for specific alterations, additions, or improvements for which estimates have been obtained in advance; provided, however, that nothing in this Section shall prohibit the levying of assessments as a part of the annual "estimated cash requirement" to fund any reserve which may be established for capital improvements (in accordance with the provisions of Section 5.2, above), which such assessments are levied for possible future use rather than for any specific capital improvement project.

Any assessment made pursuant to this Section 5.5(a) shall be prorated among all Unit owners in proportion to their respective

undivided interests in the Common Areas and Facilities, and shall become due and payable on such date or dates as the Board determines, which in no event shall be less than 20 days following the delivery or mailing of written notice to the Unit owners.

(b) Special Assessments. The Board shall levy an assessment against an individual Unit or Units to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms of the Declaration or these Bylaws to a particular Unit (such as, but not limited to, the cost of making repairs which are the responsibility of a Unit owner, the cost of insurance premiums separately billed to a Unit owner, and a Unit owner's enforcement and arbitration charges). Any such assessment shall become due and payable ten days after the delivery or mailing of written notice to the Unit owners subject thereto. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit owner for his share of such real estate taxes and assessments as special assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in the Common Areas and Facilities attributable to that Unit. The calculation by the Association of the Units' shares of taxes and assessments shall be binding upon all Unit owners. The Board's power to levy special assessments for each Unit's share of real estate taxes shall continue with respect to the Common Areas and Facilities in the event that county officials fail to split real estate taxes and assessments respecting the Common Areas and Facilities and include them in separate tax bill for each Unit.

Section 5.6. Books and Records of Association. The Association shall keep full and correct books of account which shall be open for inspection by any Unit owner or any representative of a Unit owner duly authorized in writing, or by any approved mortgagee holding a first mortgage on one or more Units, at such reasonable time or times during normal business hours as may be requested by the owner, his representative, or an approved mortgagee. Upon ten days notice to the Board of Managers, any Unit owner shall be furnished a statement of his account, setting forth the amount of any unpaid assessments or other charges due and owing from such Unit owner.

Section 5.7. Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against fewer than all Unit owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) such funds shall be deemed to be held for the use, benefit, and account of all Unit owners in proportion to each Unit owner's fractional ownership interest in the Common Areas and Facilities as provided in the Declaration. The Board of Managers may, in its sole discretion, take any action which it deems necessary as to the collection, holding, disbursement, or categorization of the reserve funds in order to comply with the provisions of the Internal Revenue Code, U.S. Treasury Regulations issued thereunder, and/or any ruling by the Internal Revenue Service as to the noninclusion of such funds in the taxable income of the Association.



Section 5.8. Annual Review of Financial Statements. After the Unit owners have assumed control of the Association as elsewhere provided in these Bylaws, an independent auditing firm shall review the Association's financial statements once a year at the Association's expense, and such review shall be completed prior to each annual meeting, unless Unit owners holding at least 75% of the voting power of the Association vote to dispense with such review for any given year. In addition, at any time requested by the owners of 25% or more of the Units, the Board of Managers shall cause an audit of the Association's financial statements to be made by an independent auditing firm, provided that the entire expense of such audit shall be paid solely by those Unit owners who requested it. Copies of financial statements prepared in connection with the annual review, referred to above, shall be provided upon request to any approved mortgagee holding a first mortgage on one or more of the Units.

Section 5.9. Encumbrancer's Statement and Right to Cure. Any encumbrancer may from time to time request in writing a written statement from the Board of Managers setting forth all unpaid amounts properly chargeable against the Unit covered by his or its encumbrance, which such request shall be complied with promptly. Any encumbrancer holding a lien on a Unit may pay any such unpaid amounts properly chargeable against such Unit, and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of his or its encumbrance to the extent permitted by law.

## ARTICLE VI

### TRANSFERS AND MORTGAGES

#### Section 6.1. Restrictions on Transfers.

(a) Sale. The success of Bob-O-Link Condominium North will depend to a great extent on the forming of a congenial community by the various Unit owners. The proximity of the Units to each other creates a substantial degree of interdependence among Unit owners. Therefore, any owner other than Declarant who wishes to sell his Unit ownership shall give to the Board of Managers at least 30 days prior written notice, effective upon receipt, of the terms of any contemplated sale, together with the name and address of, and such additional information concerning, the proposed purchaser as may be requested by the Board. The Board, acting on behalf of all Unit owners as provided below, shall at all times have the first right and option either to produce another purchaser to purchase such Unit ownership upon the same terms or to purchase such Unit ownership itself on behalf of all Unit owners, as provided below, upon the same terms. This option shall be exercisable for a period of 30 days following the receipt of such notice. If the proposed purchase shall be a consideration which the Board deems inconsistent with the fair market value of such Unit ownership, however, the Board may elect to exercise such option in the manner, within the period, and on the terms set forth in the second paragraph of section (b) of this Section 6.1.

If said option is not exercised by the Board of Managers within the option period set forth above, the owner may, at the expiration of said period, contract to sell such Unit ownership to the proposed purchaser named in such notice upon the terms specified therein. If the Board does exercise said option within the option period, the owner proposing the sale shall be bound to close the

sale with the Board or with the purchaser produced by the Board, as the case may be.

(b) Gift. Any owner other than Declarant who wishes to make a gift of his Unit ownership or any interest therein to any person or persons who would not be heirs-at-law of the owner under the Ohio Statute of Descent and Distribution were he to die 90 days prior to the contemplated date of such gift, shall give to the Board of Managers written notice of his intent to make such gift not less than 90 days prior to the contemplated date thereof together with the name and address of the intended donee and the contemplated date of said gift. The Board of Managers, acting on behalf of all Unit owners, as provided below, shall at all times have the first right and option to purchase or provide a purchaser for such Unit ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided.

Not more than 15 days after receipt of said written notice by the Board of Managers, the Board and the owner desiring to make such conveyance shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within 15 days after the appointment of the third said arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the Unit ownership or interest therein which the owner contemplates conveying, and shall thereupon give written notice of such determination to the owner and the Board of Managers. The Board's option to purchase or to provide a purchaser for the Unit ownership or interest therein shall expire 45 days after the date of receipt by it of such notice.

(c) Devise. In the event any owner dies leaving a will devising his Unit ownership, or any interest therein, to any person or persons not heirs-at-law of the deceased owner under the Ohio Statute of Descent and Distribution, and said will is admitted to probate, the Board of Managers, acting on behalf of all Unit owners as provided below, shall have a like option (to be exercised in the manner set forth below) to purchase or to provide a purchaser for said Unit ownership or interest therein either from the devisee or devisees thereof named in said will or, if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value, to be determined by arbitration.

Within 60 days after the appointment of a personal representative for the estate of the deceased owner, the Board of Managers shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within 15 days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within 15 days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the Unit ownership or interest therein devised by the deceased owner, and shall thereupon give written notice of such determination to the Board of Managers and said devisee or devisees, or personal representative, as the case may be.

The Board's right to purchase or provide a purchaser for the Unit ownership or interest therein at the price determined by the three arbitrators shall expire 60 days after the date of receipt by it of such notice from the arbitrators, if the personal representative of the deceased owner is empowered to sell, and shall expire ten months after the appointment of a personal representative who is not so empowered to sell. The Board of Managers shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option period. Nothing herein contained shall be deemed to restrict the right of the Board of Managers or its authorized representative, pursuant to authority given to the Board of Managers by the owners as hereinafter provided, to bid at any sale of the Unit ownership or interest therein of any deceased owner, which said sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased owner's estate which contains his Unit ownership or interest therein.

(d) Involuntary Sale. In the event any Unit ownership or interest therein is sold at a judicial or execution sale, other than a mortgage foreclosure sale exempted by subsection (e) of this Section 6.1, below, the person acquiring title through such sale shall, before taking possession of the Unit so sold, give the Board of Managers not less than 30 days written notice, effective upon receipt, of his intention so to do. The Board of Managers, acting on behalf of all Unit owners as hereinafter provided, shall then have an irrevocable option to purchase or provide another purchaser for such Unit ownership or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board of Managers within said 30 days after receipt of such notice, it shall thereupon expire, and said purchaser may thereafter take possession of said Unit. The Board of Managers shall be deemed to have exercised its option if it tenders the required sum of money to the said purchaser within said 30-day period.

(e) Exemption. The foregoing provisions of this Section 6.1 shall not be applicable to: (i) a voluntary conveyance to an approved mortgagee in lieu of foreclosure; (ii) to a foreclosure sale initiated or requested in a cross-claim by an approved mortgagee; (iii) to a sale by an approved mortgagee after it has acquired title to a Unit either by deed in lieu of foreclosure at a foreclosure sale; or (iv) to any sales to purchasers procured by or through Declarant for its own account.

Section 6.2. Release or Waiver. Upon the written consent of three of the members of the Board of Managers, any of the options contained in this Article VI may be released or waived; and the Unit ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, given, and taken by devisees free and clear of the provisions of this Article.

Section 6.3. Notice to Association. In order to enable the Association to keep accurate records, any Unit owner transferring any interest in a Unit by sale or gift shall give the Association written notice within five days after such transfer of the name and address of the transferee and the interest which has been transferred to such transferee. This requirement shall be in addition to, and not in place of, any other applicable notice requirements of this Article.

Section 6.4. Consent of Voting Members. The Board of Managers shall not exercise any option hereinabove set forth to purchase any Unit ownership or interest therein without the prior approval of those members, whose Unit ownerships are not the subject matter of such option, who are entitled to exercise not less than 75% of the voting power in the Association. The Board of Managers may bid to purchase at any sale of a Unit ownership or interest therein, including any mortgage foreclosure sale, which said sale is held pursuant to an order or direction of a court, upon the prior approval of the aforesaid voting members, which said approval shall set forth a maximum price which the Board of Managers is authorized to bid and pay for said Unit or interest therein. The aforesaid option shall be exercised by the Board of Managers for the use and benefit of all Unit owners.

Section 6.5. Financing of Purchase Under Option.

(a) Acquisition of Unit ownership or any interest therein under the provisions of this Article may be made from any appropriate funds. If such funds are insufficient, the Association shall levy a special assessment for the deficiency against all Unit owners in proportion to their respective percentages of ownership interest in the Common Areas and Facilities, which assessment shall become a lien and be enforceable in the same manner as provided in Article VI of the Declaration.

(b) The Board of Managers, in its discretion, may borrow money to finance the acquisition of any Unit ownership or interest therein authorized by this Article, but no financing may be secured by an encumbrance or hypothecation of any portion of the Condominium Property other than the Unit ownership or interest therein to be acquired. The loan documents evidencing such borrowing may be executed by the members of the Board of Managers, a nominee of the Board of Managers, or by a land trust of which the Association shall be the beneficiary.

Section 6.6. Title to Acquired Interests. Unit ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the Association or its designee (corporate or otherwise), or by land trust of which the Association shall be the beneficiary. Such holding shall be in trust for the benefit of all Unit owners. Said Unit ownerships or interests therein shall be sold or leased by the Board of Managers for the benefit of all Unit owners.

Section 6.7. Mortgage. No Unit owner shall mortgage his Unit or any interest in it without the prior approval of the Board of Managers, except to a bank, life insurance company, or savings and loan association ("institutional mortgagees") or to a vendor to secure all or a portion of the purchase price of such Unit or interest therein. The approval of any mortgagee which is not such a vendor or institutional mortgagee may be upon any conditions determined by the Board of Managers or may be arbitrarily withheld.

Any owner who mortgages his Unit at the time of acquisition or at any time(s) subsequent shall notify the Association, in such manner as the Association may direct, of the name and address of his mortgagee and thereafter shall notify the Association of the payment, cancellation, or other alteration in the status of such mortgage. The Association shall maintain such information in a book entitled "Mortgagees of Units".



Section 6.8. Proof of Compliance, Waiver, and Termination of Option. A certificate executed and acknowledged by the Secretary of the Board of Managers stating that the provisions of this Article VI as hereinabove set forth have been met by a Unit owner or duly waived by the Board of Managers and/or that the rights of the Board of Managers hereunder have terminated, shall be conclusive upon the Board of Managers, the Association, and the Unit owners in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Unit owner, or approved mortgagee of such Unit owner, who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived or have terminated, upon request at a reasonable fee, not to exceed \$10.

Section 6.9. Violations of Article VI. Any sale, gift, acquisition through devise, or mortgage completed without complying with the provisions of this Article VI shall, at the option of the Association, be voidable by the Association. The Association shall have the right to take immediate possession of any Unit sold, acquired by devise, or given in violation of the terms of this Article VI and to terminate the use and occupancy by any person not rightfully in possession thereof.

#### ARTICLE VII

##### GENERAL PROVISIONS

Section 7.1. Copies of Notice to Mortgage Lenders. Upon written request to the Board of Managers and upon payment of any applicable fee or charge, an approved mortgagee which holds any duly recorded mortgage or trust deed against any Unit ownership shall be given a copy of any notice, statement, or certificate permitted or required by the Declaration or these Bylaws to be given to the owner or owners whose Unit ownership is subject to such mortgage or trust deed, even if such Unit owner or Unit owners have waived the right to receive such notice.

Section 7.2. Service of Notices, Statements, or Certificates.

(a) To the Board or Association. Any notice required to be given to the Board of Managers or to the Association may be given in the manner specified by such requirement or may in each case be delivered to any member of the Board of Managers or officer of the Association, either personally or by certified mail addressed to such member or officer at his residence.

(b) To a Unit Owner. Except where otherwise expressly provided, any notice required to be given to a Unit owner shall be effective if mailed or delivered in a writing to the owner's Unit, unless the Unit owner has delivered prior written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute effective notice to that Unit owner.

(c) To a Devisee or Personal Representative. Notices required to be given any devisee or personal representative of a deceased owner may be delivered either personally or by certified mail to such party at his address appearing on the records of the court wherein the estate of such deceased owner is being administered.

Section 7.3. Nonwaiver of Covenants. No covenants, restrictions, conditions, obligations, or provisions contained in the



Declaration or these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 7.4. Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedure established in the Declaration and in these Bylaws shall be deemed to be binding on all Unit owners, their successors and assigns.

Section 7.5. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants, or rights created by these Bylaws shall be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision, (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common law rule imposing time limits, then such provision shall continue only until 21 years after the death of the last survivor of the now living descendants of Paul A. Weber.

Section 7.6. Severability. The invalidity of any covenant, restriction, condition, limitation, or any other provision of these Bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability, or effect of the remainder of these Bylaws.

Section 7.7. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply to corporations, partnerships, men, or women shall in all cases be assumed as though in such case fully expressed.

Section 7.8. Captions. The captions to each Article and to each Section hereof are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of these Bylaws nor in any way affect these Bylaws.

IN WITNESS WHEREOF, this instrument was duly executed at North Canton, Ohio, on the date(s) indicated below.

Signed and acknowledged in the presence of:

BOB-O-LINK NORTH, INC.

James V. Hartong  
John H. Brown  
James V. Hartong  
John H. Brown

By Paul A. Weber  
Its President  
Paul A. Weber  
DATE: August 18, 1981  
By Carol A. Watts  
Its Secretary  
Carol A. Watts  
DATE: August 18, 1981

DECLARANT and SOLE UNIT OWNER

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public, in and for said county and state, personally appeared the above-named Bob-O-Link North, Inc., an Ohio corporation, by Paul A. Weber its President, who acknowledged that he did sign the foregoing instrument for and on behalf of said corporation and that the same is his free act and deed and the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal at Canton, Ohio, this 18th day of August, 1951.

John H. Brannen  
Notary Public  
JOHN H. BRANNEN, Atty. at  
Notary Public, State of  
My Commission has no expiration  
Under Section 147.03 R.C.

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public, in and for said county and state, personally appeared the above-named Bob-O-Link North, Inc., an Ohio corporation, by Carol A. Watts its Secretary, who acknowledged that he did sign the foregoing instrument for and on behalf of said corporation and that the same is his free act and deed and the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal at Canton, Ohio, this 18th day of August, 1951.

John H. Brannen  
Notary Public  
JOHN H. BRANNEN, Atty. at  
Notary Public, State of G...  
My Commission has no expiration  
Under Section 147.03 R.C.

EXHIBIT B  
to  
Declaration - Bob-O-Link Condominium North

LEGAL DESCRIPTION  
OF PARCEL 1

Being a 1.387 acre part of Lot 160 in Bob-O-Link Estates No. 6, a subdivision located in the northeast quarter of Section 5 of Plain Township, Township 11, Range 8, Stark County, Ohio, the plat of which subdivision is recorded in Plat Book 50, Page 95 of the Stark County Plat Records, said part being more particularly described as follows:

Beginning at a 3/4 inch steel bar set at the southeast corner of said Lot 160; (1) thence along the most southerly line of said Lot 160, N 84°31'00" W, a distance of 294.10 feet to a 3/4 inch steel pipe found at the corner common to said Lot 160, as well as, Lots 35 and 38 in Bob-O-Link Estates No. 1, a subdivision, the plat of which is recorded in Plat Book 47, Page 4 of the Stark County Plat Records, this course also being monumented by a 3/4 inch steel pipe found at 102.25 feet, marking the north corner common to Lots 39 and 42 in said Bob-O-Link Estates No. 1 and by a 3/4" steel pipe at 202.33 feet marking the north corner common to Lots 38 and 39 in said Bob-O-Link Estates No. 1, the bearing of this course being taken from the record plat of Bob-O-Link Estates No. 6 and used as the basis of bearings in this description; (2) thence N 05°29'00" E, a distance of 205.50 feet to a 3/4 inch steel bar set; (3) thence S 84°31'00" E, a distance of 294.10 feet to a 3/4 inch steel bar set on the east line of said Lot 160; (4) thence along the east line of said Lot 160 and the west line of Peachmont Avenue N.W. a 60 foot wide right-of-way dedicatd as a public steet as a part of said Bob-O-Link Estates No. 6, S 05°29'00" W, a distance of 205.50 feet to the place of beginning and containing 1.387 acres as surveyed by Richard C. Friedl registered surveyor #S-5938 of Friedl and harris, Inc., in July, 1981.

EXHIBIT C  
to  
Declaration - Bob-O-Link Condominium North

LEGAL DESCRIPTION  
OF PARCELS 2 AND 3

Situated in the Township of Plain, County of Stark, and State of Ohio:

Known as and being Lot No. 160 in the Township of Plain, Stark County, Ohio, as the same is shown and delineated on the plat of Bob-O-Link Estates No. 6, in Plat Book 50, Page 95, Stark County, Ohio, Record of Plats, but subject to all legal highways and other matters of record, and specifically excepting from said Lot No. 160 the following described real property:

Being a 1.387 acre part of Lot 160 in Bob-O-Link Estates No. 6, a subdivision located in the northeast quarter of Section 5 of Plain Township, Township 11, Range 8, Stark County, Ohio, the plat of which subdivision is recorded in Plat Book 50, Page 95 of the Stark County Plat Records, said part being more particularly described as follows:

Beginning at a 3/4 inch steel bar set at the southeast corner of said Lot 160; (1) thence along the most southerly line of said Lot 160, N 84°31'00" W, a distance of 294.10 feet to a 3/4 inch steel pipe found at the corner common to said Lot 160, as well as, Lots 35 and 38 in Bob-O-Link Estates No. 1, a subdivision, the plat of which is recorded in Plat Book 47, Page 4 of the Stark County Plat Records, this course also being monumented by a 3/4 inch steel pipe found at 102.25 feet, marking the north corner common to Lots 39 and 42 in said Bob-O-Link Estates No. 1 and by a 3/4" steel pipe at 202.33 feet marking the north corner common to Lots 38 and 39 in said Bob-O-Link Estates No. 1, the bearing of this course being taken from the record plat of Bob-O-Link Estates No. 6 and used as the basis of bearings in this description; (2) thence N 05°29'00" E, a distance of 205.50 feet to a 3/4 inch steel bar set; (3) thence S 84°31'00" E, a distance of 294.10 feet to a 3/4 inch steel bar set on the east line of said Lot 160; (4) thence along the east line of said Lot 160 and the west line of Peachmont Avenue N.W. a 60 foot wide right-of-way dedicatd as a public street as a part of said Bob-O-Link Estates No. 6, S 05°29'00" W, a distance of 205.50 feet to the place of beginning and containing 1.387 acres as surveyed by Richard C. Friedl registered surveyor #S-5938 of Friedl and harris, Inc., in July, 1981.

LEGAL DESCRIPTION  
OF PARCEL 4

Situated in the Township of Plain, County of Stark, and State of Ohio:

EXHIBIT C-1

TRACT 1:

Known as and being Lot No. 159 in the Township of Plain, Stark County, Ohio, as the same is shown and delineated on the Plat of Bob-O-Link Estates No. 6 in Plat Book 50, Page 95, Stark County, Ohio, Record of Plats, but subject to all legal highways.

TRACT 2:

Situated in the State of Ohio, County of Stark, Township of Plain, T-11, R-8, Northeast Quarter of Section 5 and being part of an 80.425 acres remaining from an original 161.43 acres, now or formerly owned by B. E. Nightwine et al. the deed of which is recorded in Volume 3876, Page 533 of the Stark County Deed Records, said part being more particularly described as follows: Beginning at the northeast corner of Lot 159 in Bob-O-Link Estates No. 6, a subdivision, the plat of which is recorded in Plat Book 50, Page 95 of the Stark County Plat Records; thence N 84°31'00" W, a distance of 160.15 feet to the east line of Peachmont Avenue N.W., a 60 foot wide right of way dedicated as a public street as a part of said Bob-O-Link Estates No. 6; thence along the said east line of Peachmont Avenue N.W., which is the arc of a curve to the left having a radius of 333.83 feet, a central angle of 33°00'00", a tangent of 98.88 feet and a chord of 189.63 feet which bears N 11°01'00" W, for an arc distance of 192.27 feet; thence along the northerly end of Peachmont Avenue, S 62°29'00" W, a distance of 60.00 feet; thence along the westerly line of Peachmont Avenue N.W., which is the arc of a curve to the right having a radius of 273.83 feet, a central angle of 02°15'06", a tangent of 5.38 feet and a chord of 10.76 feet which bears S 26°23'27" E, for an arc distance of 10.76 feet; thence along the northerly line of Lot 160 in said Bob-O-Link Estates No. 6, N 84°31'00" W, a distance of 693.54 feet to a point on the northeasterly line of Lot 22 in Bob-O-Link Estates No. 1, a subdivision, the plat of which is recorded in Plat Book 47, Page 4 of the Stark County Plat Records, said point being 32.05 feet from the most easterly corner of Lot 22; thence along the northeasterly lines of Lots 22, 19, 18, 15, 14, and 11 in said Bob-O-Link Estates No. 1, N 37°48'00" W, a distance of 463.78 feet to an angle point in the northeasterly line of said Lot 11 which point is 16.35 feet from the most easterly corner of Lot 11; thence along the northeasterly lines of Lot 11, Lot 10, Cottington Street N.W., and Lot 9 all in said Bob-O-Link Estates No. 1, N 22°11'00" W, a distance of 319.91 feet to the most northerly corner of Lot 9; thence along the northeasterly lines of Lots 172, 173, 174, 175, 176, and 177 in proposed Bob-O-Link Estates No. 7, N 22°11'00" W, a distance of 509.46 feet to a point 9.46 feet from the most easterly corner of Lot 177; thence parallel with and 370.00 feet south of the north line of said Section 5, S 84°38'40" E, a distance of 1,501.74 feet to a point 150.00 feet west of the west line of a 12.0 acre parcel now or formerly owned by D. and N. Figurella as described in Volume 3225, Page 500 of the Stark County Deed Records; thence parallel with said 12.0 acre parcel N 05°27'00" E, a distance of 40.00 feet; thence parallel to the north line of said Section 5, S 84°38'40" E, a distance of 150.00 feet to the west line of said 12.0 acre parcel; thence along the west line of said 12.0 acre parcel, S 05°27'00" W, a distance of 605.88 feet to the southwest corner of said 12.0 acre parcel; thence S 05°12'40" W, a distance of 639.90 feet to the place of beginning and containing 33.887 acres more or less.

EXHIBIT D

to

Declaration - Bob-O-Link Condominium NorthINFORMATION CONCERNING THE UNITS

Each of the eight Units is a two-story townhouse with a full basement, one-half of which is finished as a recreation room and contains a fireplace; the remaining one-half of the basement is unfinished but contains laundry hookups and a single laundry tub. The kitchen, dining area, living room, and lavatory are located on the first floor of each Unit. The second floor consists of two full bathrooms and the Unit's bedrooms. Units 7701, 7707, and 7715 each have two bedrooms and contain approximately 2,304 square feet of total floor area divided among the three stories. Units 7703, 7705, and 7713 each include three bedrooms and also consist of a total floor area of approximately 2,304 square feet divided among the three floors. Unit 7709 has three bedrooms and contains approximately 2,328 square feet of total floor area divided among the three floors, while Unit 7711 includes two bedrooms and also consists of approximately 2,328 square feet of total floor area divided among the three floors. Units are positioned within the building in ascending consecutive numerical order (odd numbers only) from east to west.

Each Unit has both a main entryway with a conventional door in the front of the building, which opens directly to the outdoors onto a stoop or porch that serves as a Limited Common Area and Facility for the benefit of the Units to which it is adjacent and appurtenant, and a patio door in the rear of the Unit which opens onto a concrete patio and grass or planting area that runs the width of the Unit and extends outward approximately twelve feet from the rear wall of the building. These patio facilities (both the concrete and the grass or planting portion) are not part of the Unit, but are designated as Limited Common Areas and Facilities for the exclusive use of the Units to which they are adjacent and appurtenant. Likewise, the eight two-stall garage spaces (one of which has been reserved for the exclusive use of the residents of the respective Units) are a portion of the Limited Common Areas and Facilities rather than a part of the respective Units that they serve.

BOB-O-LINK CONDOMINIUM NORTH  
OWNERS' ASSOCIATION

To: Association Members  
From: Board of Managers

Dear Association Member:

The information on these pages is intended to provide a basis for better understanding of condominium ownership, and to highlight how this type of ownership applies to the owners and residents of our Condominium. Operating Rules and Regulations are included.

A. Type of Organization and Governing Documents. Bob-O-Link Condominium North Owners' Association is a not-for-profit corporation, created for the administration of the affairs of our Condominium, in accordance with the Condominium Act of the State of Ohio.

The Association's governing documents include its Articles of Incorporation, Declaration of Condominium Ownership, Bylaws, and accompanying drawings. Owners should have access to their personal copy of each document.

These documents are, of necessity, written in language which may be considered by many persons to be too technical for their understanding, or for their need to understand. But we believe that condominium living can be enhanced if each owner and resident has a good understanding of at least the basics of condominium ownership. For this reason we provide this summary of pertinent facts in language which is, hopefully, more easily understood.

B. Condominium Ownership is a new experience for most of us. The nearness of our next-door neighbors, and our joint ownership with 15 other owners of the major portion of our Condominium Property, presents situations we have not previously experienced.

The word "condominium" means ownership in combination with others, or joint ownership. "Condominium" is not a reference to building design, or to the arrangement of living units.

The Condominium Act, as it pertains to residential real estate, divides condominium property into two basic classifications: living Units and Common Areas and Facilities.

(1) Units. Owners hold title to their living Units in a form which provides the same type of ownership they would have in a single-family home.

A living Unit may be briefly defined as the air space, or living space, between the walls, floor, and ceiling of the Unit in which we live. Living Units include, in addition to the right of exclusive use of the living space, the fixtures, appliances, equipment, systems, and improvements within the boundaries of a Unit, including all cabinets, built-in appliances, fireplace, utility and service lines, mechanical, electrical, plumbing and other equipment installed for the sole use of a Unit. Living Units are defined officially and in greater detail in Section 2.00 of the Declaration of Condominium Ownership.



BOB-O-LINK CONDOMINIUM NORTH  
OWNERS' ASSOCIATION

B. Condominium Ownership, continued

- (2) "Common Areas and Facilities" means all of the Condominium Property, except that portion described in the Declaration as constituting a living Unit or Units. The Common Areas and Facilities are jointly owned by the owners of the 16 living Units.

The Common Areas and Facilities consists of all land in the Condominium Property, which totals 2.6 acres, plus the entire structure of buildings, (including the structural part within living Units), walls, windows, exterior doors, roof, patios including their planting areas, privacy fences, retaining walls, permanently installed grills, sidewalks, front window boxes, area between living Units and sidewalk, garages, driveways, parking areas, trees, shrubbery, lawns, and all other structures, improvements and facilities, excluding the living Units.

The official and more detailed definition and description of Common Areas and Facilities is in Sections 1.10(h), 2.11 and 2.12 of the Declaration.

Limited Common Areas and Facilities are a part of the Common Areas and Facilities. They are those portions of Common Areas and Facilities which are "restricted to the use of the owner(s) of the living Unit(s) to which areas and facilities are adjacent and appurtenant."

This property includes exterior doors, windows, walk from the front door to the sidewalk, patio including its planting area, privacy fence, retaining wall, permanently installed grill, and all other fixtures, equipment and facilities intended to serve a single Unit, but located outside of the Unit's boundaries. Such property includes the garage floor, garage lights, garage door and opener, air conditioner compressor, front door light, patio light, and front window box.

Note that areas between the front wall of living Units and the sidewalk are not a part of Limited Common Areas. Sections 1.10(q) and 2.12 of the Declaration give the official and more detailed definition and description of Limited Common Areas and Facilities.