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BY-LAWS

OF

EDGEBROOK CONDOMINIUM UNIT OWNERS ASSOCIATION

An Ohio Not for Profit Corporation

ARTICLE I

GENERAL

Section 1. Preliminary Statement of Scope and Effect. The within By-Laws are attached to and made a part of the Declaration of Condominium Ownership for Edgebrook Condominium pursuant to the provisions of Chapter 5311 of the Ohio Revised Code. The purpose hereof is to provide for the establishment of a Unit Owners Association for the government of the Condominium Property in the manner provided by the Declaration and the within By-Laws. All present or future owners or tenants or their employees, or any other person occupying or using the facilities of the Condominium Property in any manner shall be subject to the covenants, provisions and regulations contained in the Declaration and the within By-Laws and shall be subject to any restriction, condition and regulation hereafter adopted by the Board. 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 and the within By-Laws.

Section 2. Name. The name of the Association shall be "Edgebrook Condominium Unit Owners Association", an Ohio not-for-profit corporation.

Section 3. Principal Office. The principal office of the Association shall be at 14300 Ridge Road, Suite 100, North Royalton, Ohio 44133, or at such other place as may be subsequently designated by the Board. All books and records of the Association shall be kept at the principal office.

Section 4. Definitions. As used herein, terms defined in the Declaration shall mean the same herein. The term "Manager" shall mean "Trustee" and the terms "Board of Managers" or "Board" shall mean "Board of Trustees" within the meaning of and as referred to in Chapter 1702 of the Ohio Revised Code.



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ARTICLE II.

THE ASSOCIATION

Section 1. Membership. Membership in the Association is limited to Unit Owners and each Unit Owner, upon acquisition of title to a Unit, shall automatically become a member of the Association. Membership may be held in the name of more than one Owner. Such membership shall terminate upon the sale or other disposition by such member of his Unit, at which time the new Owner of such Unit shall automatically become a member of the Association.

Section 2. Voting Rights.

(a) Except as otherwise provided by law, there shall be one voting member for each of the Units comprising the Condominium Property. Votes assigned to Units owned by the Association shall be cast as determined by a majority vote of the Board. The total number of votes of all members of the Association shall be one hundred and each Unit Owner shall be entitled to a number of votes equal to the total percentage of interest in the Common Areas and Facilities appurtenant to his Unit as set forth in Exhibit E to the Declaration multiplied by one hundred.

(b) In the case of a Unit owned or held in the name of a corporation or a partnership, a Certificate signed by the Unit Owner shall be filed with the Secretary of the Association naming the person authorized to cast votes for such Unit, which Certificate shall be conclusive until a subsequent substitute Certificate is filed with the Secretary of the Association. If such Certificate is not on file, the vote of such corporation or partnership shall not be considered nor shall the presence of such Owner at a meeting be considered in determining whether the quorum requirement for such meeting has been met.

(c) If a Unit shall be owned by a husband and wife as tenants in common, joint tenants or tenants by the entireties, no Certificate need be filed with the Secretary of the Association naming the person authorized to cast votes for such Unit, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the members of the Association, unless prior to such meeting either spouse has notified the Secretary of the Association in writing that there is disagreement as to who shall represent their Unit at the meeting, in which case each spouse may exercise the proportion of the voting power of all the Owners of their Unit that is equivalent to his or her proportionate interest in their Unit.

(d) Fiduciaries and minors who are owners of record of a Unit or Units may vote their respective interests as Unit Owners.

(e) If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in a Unit, each may exercise the proportion of the voting power of all the Owners of his Unit that is equivalent to his proportionate interest in the Unit.

(f) A fiduciary for a Unit Owner or of the Estate of a Unit Owner may vote as though he were the Unit Owner when he has furnished to the Association proof, satisfactory to it, of his appointment and qualification as: an executor under the last will of a deceased Unit Owner; an administrator of the estate of a deceased Unit Owner; a guardian, committee or conservator of the

estate of a ward or incompetent who is a Unit Owner; a trustee in bankruptcy of a Unit Owner; a statutory or judicial receiver or liquidator of the estate or affairs of a Unit Owner; or an assignee for the benefit of creditors of a Unit Owner. When any other fiduciary or representative of a Unit Owner has furnished to the Association proof, satisfactory to it, of his authority, he may vote as though he were the Unit Owner.

(g) The Declarant or its nominee shall be the voting member with respect to any Unit owned by the Declarant.

Section 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 to act on his or their behalf shall be made in writing to the Board, shall be filed with the Secretary, and shall be revocable at any time by actual notice to the Board by the member or members making such designation. Notice to the Board 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 4. Meeting of Members.

(a) Prior to First Annual Meeting. So long as Units to which less than twenty-five percent (25%) of the undivided interests in the Common Areas appertain have been sold and conveyed by the Declarant, the Declarant shall have the right to elect or designate all seven Board members. Not later than the time that Units to which twenty-five percent (25%) of the undivided interests in the Common Areas appertain have been sold and conveyed by the Declarant, the Association shall meet and the Unit Owners, other than the Declarant, shall elect a total of two Board members who shall replace two of the Board members previously elected or designated by the Declarant. Not later than the time that Units to which fifty percent (50%) of the undivided interests in the Common Areas appertain have been sold and conveyed by the Declarant, the Association shall meet and the Unit Owners, other than the Declarant, shall elect one additional Board member who shall replace one of the Board members previously elected or designated by the Declarant. The Declarant shall have the sole right to designate Board members who are to be replaced pursuant to this Paragraph.

(b) First Annual Meeting. Within thirty (30) days after the earlier of (a) the end of the five year period commencing with the date of the establishment of the Association (which date shall be the date of filing for record of the deed or other evidence of ownership following the first sale of a Unit) or (b) thirty (30) days after the date of the sale and conveyance by the Declarant of Units to which appertain seventy-five percent (75%) or more of the undivided interests in the Common Areas to purchasers in good faith for value, the Association shall meet and elect all seven members of the Board and all officers of the Association, and all persons previously elected or designated, whether by the Declarant or by the other Unit Owners, shall immediately resign; provided, however, that such persons who are members of the Association shall be eligible for reelection to the Board. The persons so elected at the First Annual Meeting shall take office upon such election and shall serve such terms for which they are elected in accordance with Section 4 of Article III.



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(c) Determination of Percentages to Determine Assumption of Control. In computing the percentages of undivided interests in the Common Areas which have been sold and conveyed for the purposes of determining the assumption of control of the Association pursuant to Paragraphs (a) and (b) of this Section 4, the total number of Units which have been sold and conveyed shall be divided by the maximum number of Units, i.e., 89 Units, that may be created pursuant to the expansion of the Condominium Property.

(d) Annual Meeting. The annual meeting of the members of the Association for the election of members of the Board, the consideration of reports to be presented at such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at such time and at such place on the Condominium Property or at such other place as may be designated by the Board and specified in the notice of such meeting. The annual meeting of the Association shall be held in each succeeding year on the first Wednesday following the first Monday of the month in which the first annual meeting was held, if not a legal holiday, and if a legal holiday, then on the next succeeding business day.

(e) Special Meetings. Special meetings of the members of the Association may be held on any business day when called by the President of the Association, or by the Board of the Association by action at a meeting or by a majority of the Managers acting without a meeting or by members entitled to exercise at least twenty-five percent (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 to be held on a date not less than seven nor more than 60 days after the receipt of such request as such officer may fix. If such notice is not given within ten days after the delivery or mailing 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 such time and shall be held at such place on the Condominium Property or at such other place that is within ten miles of the Condominium Property as shall be specified in the notice of meeting. Calls for such meetings shall specify the purposes for which such meeting is requested. No business other than that specified in the call and set forth in the notice shall be considered at any special meeting.

(f) Notice of Meetings. Not less than seven nor more than 60 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 By-Laws to give such notice. Such notice shall be given by personal delivery or by mail to each member of the Association who is a Unit Owner of record as of the day preceding the day on which notice is given. If mailed, such notice shall be addressed to the members of the Association and others entitled to such notice at their respective addresses as they appear on the records of the Association. Notice of the time, place and purpose of any meeting of members of the Association may be waived in writing by any members of the Association, either before or after the holding of such meeting, 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.



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(g) Quorum: Adjournment. At any meeting of the members of the Association, the members of the Association entitled to exercise one-third of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting, but no action which is required by law, the articles, the Declaration or by these By-Laws to be authorized or taken by a specified percentage of the voting power of the Association may be authorized or taken by a lesser percentage. Except as provided in the preceding sentence, the members of the Association entitled to exercise a majority of the voting power represented in person or by proxy at a meeting at which a quorum is present shall be necessary for the authorization or taking of any action voted upon by the members. 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 until a quorum shall be present. 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.

(h) Order of Business at Regular Meetings. The order of business at all regular meetings of members of the Association shall be as follows:

- (i) Calling of meeting to order
- (ii) Proof of notice of meeting or waiver of notice
- (iii) Reading of minutes of preceding meeting
- (iv) Reports of officers
- (v) Reports of Committees
- (vi) Election of Inspectors of Election
- (vii) Election of Managers
- (viii) Unfinished and/or old- business
- (ix) New business
- (x) Adjournment

(i) Order of Business at Special Meetings. The business at each special meeting shall be that business specified in the notice thereof.

(j) Actions Without a Meeting. All actions, except removal of a Manager, which may be taken at a meeting of the Association, may be taken without a meeting with the approval of, and in a writing or writings signed by members having the percentage of voting power, not less than a majority, required to take such action if it had been taken at a meeting. Such writings shall be filed with the Secretary of the Association. A copy of such action when so approved shall be mailed promptly to all members of the Association.

ARTICLE III.

BOARD OF MANAGERS

Section 1. Board of Managers. The Board shall constitute for all purposes the Board of Managers referred to and provided for under Chapter 5311 of the Ohio Revised Code and the Board of Trustees referred to and provided for under Chapter 1702 of the Ohio Revised Code.



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any manner or method and at such time so that the Manager receiving it may have reasonable opportunity to attend the meetings Such notice shall, in all events, be deemed to have been properly and duly given if delivered or mailed at least 48 hours prior to the meeting and directed to the residence of each Manager as shown upon the Secretary's records. The giving of notice shall be deemed to have been waived by any Manager who shall attend and participate in such meeting and may be waived, in writing or by telegram, by any Manager either before or after such meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organizational, regular or special meeting of the Board of Managers.

Section 8. Quorum. A majority of the Board shall constitute a quorum for the transaction of business, except that a majority of the Managers in office shall constitute a quorum for filling a vacancy on the Board. At each meeting of the Board at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these By-Laws.

Section 9. Adjournment. Whenever less than a quorum is present at the time and place appointed for any meeting of the Board, a majority of those present may adjourn the meeting from time to time until a quorum shall be present. 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 each such meeting.

Section 10. Actions Without a Meeting. All actions, except removal of officers, which may be taken at a meeting of the Board, may be taken without a meeting with the unanimous consent in writing of all of the members of the Board. Such writing, signed by each member of the Board, shall be filed with the minutes and proceedings of the Board.

Section 11. Removal of Managers. Except as otherwise provided herein, the Board may remove any Manager and thereby create a vacancy in the Board if by an order of court he has been found to be of unsound mind, or if he is physically incapacitated, adjudicated a bankrupt, or fails to attend three consecutive meetings of the Board. At any regular or special meeting of members of the Association duly called at which a quorum shall be present, any one or more of the Managers may be removed with or without cause by the vote of members entitled to exercise a majority of the voting power of the Association, and a successor or successors to such Manager or Managers so removed may be elected at the same meeting for the unexpired term for each such removed Manager. Any Manager whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting prior to the vote on his removal.

Section 12. Compensation. The Managers shall not receive any salary or compensation for their services, as such; provided that nothing herein contained shall be construed to preclude any Manager from having dealings with the Association in any other capacity and receiving compensation therefor.

Section 13. Regulations. For the government of its action, the Board may adopt such Regulations consistent with the Declaration and these By-Laws as they deem appropriate.

Section 14. Powers and Duties. Except as otherwise provided by law, by the Declaration or by these By-Laws, all power and authority of the Association shall be exercised by the Board.



The Board shall be responsible for the maintenance, repair and replacement of the Common Areas and Facilities. In carrying out the purposes of the Association and subject to the limitations prescribed by law, by the Declaration or by these By-Laws, the Board, for and on behalf of the Association, may:

- (a) purchase or otherwise acquire, lease as lessee, hold, use, lease as lessor, sell, exchange, transfer, and dispose of property of any description or any interest therein;
- (b) make contracts;
- (c) effect insurance;
- (d) borrow money, and issue, sell and pledge notes, bonds and other evidences of indebtedness of the Association provided that if such borrowing is in excess of \$25,000, the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association shall be obtained at a special meeting duly held for such purpose;
- (e) levy Common Assessments and Other Charges against Unit Owners;
- (f) employ a manager or managing agent and such other persons or firms to perform such duties and services as the Board may authorize;
- (g) do all things permitted by law and exercise all power and authority within the purposes stated in the Declaration or incidental thereto.

Section 15. Committee. The Board may by resolution provide for such standing or special committees as it deems desirable, and discontinue the same at its discretion. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the Board. Each such committee shall keep such records and accounts of its proceedings and transactions as may be appropriate. All action by any such committee shall be reported to the Board at its meeting next succeeding such action and shall be subject to control, revision and alteration by the Board; provided that no rights of third persons shall be prejudicially affected thereby. Each such committee shall fix its own rules of procedure as appropriate and shall meet as provided by such rules or by resolutions of the Board, and it shall also meet at the call of the President of the Association or of any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 7 of this Article III relating to the notice required to be given of special meetings of the Board shall also apply to meetings of each such committee. A majority of the members of a committee shall constitute a quorum. Each such committee may act in writing or by telegram or by telephone with written confirmation, without a meeting, but no such action shall be effective unless concurred in by all members of the committee. Vacancies in such committee shall be filled by the Board or as it may provide.

ARTICLE IV.

OFFICERS



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Section 1. General Provisions. The Board shall elect a President, such number of Vice Presidents as the Board may from time to time determine, a Secretary and a Treasurer. The Board of Managers may from time to time create such offices and appoint such other officers, subordinate officers and assistant officers as it may determine. The President and any Vice President who succeeds to the office of President shall be, but the other officers need not be, chosen from among the members of the Board. Any two of such offices, other than that of President and Vice President, may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

Section 2. Term of Office. The officers of the Association shall hold office during the pleasure of the Board, and, unless sooner removed by the Board, until the organizational meeting of the Board following the next annual meeting of members of the Association and until their successors are chosen and qualified. The Board may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the Board of Managers.

Section 3. No Compensation to Officers. No officer of the Association shall receive compensation for his services as such.

ARTICLE V.

DUTIES OF OFFICERS

Section 1. President. The President shall be the chief executive officer of the Association, shall preside at all meetings of members and of the Board and shall exercise supervision over the affairs of the Association and over its several officers, subject, however, to the control of the Board. The President shall have authority to sign all contracts, notes and other instruments requiring his signature, and shall have all the powers and duties prescribed by Chapter 5311 of the Ohio Revised Code and such other powers and duties as the Board may from time to time assign to him.

Section 2. Vice Presidents. The Vice Presidents shall perform such duties as are conferred upon them by these By-Laws or as may from time to time be assigned to them by the Board or the President. At the request of the President, or in his absence or disability, the Vice President designated by the President (or in the absence of such designation, the Vice President designated by the Board) shall perform all the duties of the President, and when so acting, shall have all the power of the President. The authority of Vice Presidents to sign in the name of the Association all contracts, notes and other instruments, shall be coordinated with like authority of the President.

Section 3. Secretary. The Secretary shall keep minutes of all the proceedings of the members and Board of Managers and shall have authority to sign all contracts, notes and other instruments executed by the Association requiring his signature; give notice of meetings of members and Managers; keep such books as may be required by the Board; and perform such other and further duties as may from time to time be assigned to him by the Board.

Section 4. Treasurer. The Treasurer shall have general supervision of all finances; he shall receive and have in charge all money, bills, notes, documents and similar property belonging to the Association, and shall do with the same as may from time to time be required by the Board. He shall cause to be kept adequate and correct accounts of the business transactions of the Association,

including accounts of its assets, liabilities, receipts, expenditures, profits and losses, together with such other accounts as may be required, and upon the expiration of his term of office shall turn over to his successor or to the Board all property, books, documents and money of the Association in his hands; and he shall perform such other duties as from time to time may be assigned to him by the Board.

Section 5. Assistant and Subordinate Officers. The Board may appoint such assistant and subordinate officers as it may deem desirable. Each such officer shall hold office at the pleasure of the Board, and perform such duties as the Board may prescribe. The Board may, from time to time, authorize any officer to appoint and remove subordinate officers and to prescribe their authority and duties.

Section 6. Delegation of Authority and Duties: Control of Officers. In the absence of any officer of the Association, or for any other reason the Board may deem sufficient, the Board may delegate the powers or duties, or any of them, of such officers, to any other officer or to any Manager or the managing agent. In addition, the Board is authorized generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

Section 7. Fidelity Bonds. The Board may, in its reasonable discretion, require that all officers and employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association and shall be a common expense.

ARTICLE VI.

INDEMNIFICATION AND RELATED INSURANCE

Section 1. Indemnification. The Association shall indemnify, to the full extent then permitted by Chapter 1702 of the Ohio Revised Code, any person who was or is a party or is threatened to be made a party to any threatened, pending, settled or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was or because of any action or inaction taken by such person in his capacity as a Manager, officer, employee or agent 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, domestic or foreign, non-profit or for profit, partnership, joint venture, trust or other enterprise; provided, however, that the Association shall indemnify any such agent (as opposed to any Manager, officer or employee) of the Association to an extent greater than that required by law only if and to the extent that the Managers may, in their discretion, so determine. The indemnification provided hereby shall be governed in all respects by the provisions of Chapter 1702 of the Ohio Revised Code, but shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any law, the articles of incorporation or any agreement, vote of shareholders or of disinterested Managers or otherwise, both as to action in official capacities and as to action in another capacity while he is a Manager, officer, employee or agent of the Association, and shall continue as to a person who has ceased to be a Manager, trustee, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.



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Section 2. Insurance. The Association may, to the full extent then permitted by law and authorized by the Managers, purchase and maintain insurance on behalf of any persons described in Section 1 of this Article VI against any liability asserted against and incurred by any such person in any such capacity, or arising out of his status as such or actions or inactions taken in such capacity, whether or not the Association would have the power to indemnify such person against such liability.

Section 3. Indemnification by Unit Owners. The Managers and officers of the Association shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the Managers and officers against all contractual liability to third parties arising out of the contracts made on behalf of the Association except with respect to any such contract made in bad faith or contrary to the provisions of the Declaration or By-Laws. It is intended that the Managers and officers shall have no personal liability with respect to contracts entered into on behalf of the Association. The liability of Unit Owners under the foregoing indemnity shall be proportionate to the respective percentage interest of each Unit Owner in the Common Areas and Facilities. Each contract entered into by the Association shall provide that the officers or Managers executing the same are acting only as agents for the Association and have no personal liability thereunder.

ARTICLE VII

FISCAL YEAR

The Fiscal Year of the Association shall end on the 31st day of December of each year or on such other day as may be fixed from time to time by the Board.

ARTICLE VIII

GENERAL POWERS OF THE ASSOCIATION

Section 1. Payments as Common Expenses. Except as otherwise provided in the Declaration, the Association, for the benefit of all the owners, shall pay for, out of Association funds as Common Expenses, the following:

(a) Utilities and Related Facilities. All costs (including, without limitation, all use, service and other charges and all maintenance, and repair costs) incurred in connection with supplying water, trash removal, waste removal, storm drainage, street lighting, electricity, gas or any other necessary utility or other services to (i) the Common Areas and Facilities, and (ii) the Units, to the extent that such costs are not paid by the utility and are not separately metered or otherwise directly charged to individual Owners. Without limiting the generality of the foregoing, all costs and expenses which are required to maintain and repair any storm drainage system which is located on the Condominium Property shall be a Common Expense and, to the extent that Declarant has agreed to maintain and repair such system on any plat which has been filed for record, the Association shall assume and perform such obligations. This sentence and the preceding sentence may not be amended without the written consent of Summit County, Ohio. In the event any utility service for



a Unit is paid by the Association of a kind or nature not furnished to all Unit Owners, the Association shall charge monthly to the Owner of such Unit an estimated cost for such usage. However, the Association may discontinue payments of such utility service at any time, in which case each Owner shall be responsible for direct payment of his share of such expense as shall be determined by the Board. The Association reserves the right to levy additional assessments against any Owner to reimburse it for excessive use of any utility service by such Owner in such amounts as shall be determined by the Board.

(b) Casualty Insurance. Premiums upon a policy or policies of casualty insurance, as provided in the Declaration, the amount of which insurance shall be reviewed annually.

(c) Liability Insurance. Premiums upon a policy or policies insuring the Association, the members of the Board, and the Owners against any liability to the public or to the Owners, their tenants, invitees and licensees, incident to the Ownership and/or use of the Common Areas and Facilities, as provided in the Declaration, the limits of which policy or policies shall be reviewed annually.

(d) Other Insurance. Premiums for other insurance effected in accordance with the provisions of the Declaration or these By-Laws.

(e) Worker's Compensation. The costs of worker's compensation insurance to the extent necessary to comply with any applicable laws.

(f) Wages and Fees for Services. The fees for 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 Property, the services of any person or persons required for the maintenance or operation of the Condominium Property, and legal and/or accounting services necessary or proper in the operation of the Condominium Property or the enforcement or interpretation of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association.

(g) Care of Common Areas and Facilities. The cost of landscaping, gardening, security, snow removal, painting, cleaning, decorating, refurbishing, maintenance, repair, replacement and rehabilitation of the Common Areas and Facilities including the Limited Common Areas and Facilities.

(h) Certain Maintenance of Units. The cost of the maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, for public safety or to protect the Common Areas and Facilities from damage or destruction, and the Owner of such Unit has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity thereof delivered by the Association to such Unit Owner; provided that the Association shall levy a special assessment against such Unit Owner for the cost of such maintenance or repair.

(i) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Condominium Property or any part thereof which may in the opinion of the Association constitute a lien against the entire Condominium Property,

rather than solely against the interests therein of any particular Unit Owner; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating thereto. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging such lien, and any costs incurred by the Association by reason of such lien shall be specially assessed against such Owner or Owners.

(j) Declaration of Easements. All costs and expenses which are payable by the Association pursuant to the Declaration of Easements.

(k) Additional Expenses. The cost of any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, or other Common Expenses which the Association is required or permitted to secure or pay for pursuant to the terms of the Declaration, these By-Laws, or by law or which in the Board's opinion shall be necessary or proper for the maintenance and operation of the Condominium Property as a first class condominium property or for the enforcement or interpretation of the Declaration and these By-Laws.

Section 2. Capital Additions, Alterations and Improvements. Notwithstanding anything in these By-Laws or in the Declaration which authorizes expenditures, no single expenditure shall be made by the Board for any additions, alterations or improvements (as distinguished from maintenance, repair or replacement) of the Common Areas and Facilities exceeding in total cost Twenty-Five Thousand Dollars (\$25,000) without having the prior approval of the members of the Association entitled to exercise a majority of the voting power of all members of the Association present in person or by proxy at an annual or a special meeting duly held for such purpose. If such approval is obtained, the Board shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a Common Expense. The limitations on expenditures by the Board contained in this Section 2 of Article VIII shall in no event apply to repair of the Condominium Property as a result of casualty loss or to emergency repairs immediately necessary for the preservation and safety of the Condominium Property, for the safety of persons or to avoid suspension of any necessary services. The foregoing provisions of this Section 2 shall not apply to the rehabilitation and renewal of obsolete property which shall be governed by the Declaration.

Section 3. Association's Right to Enter Units. The Association or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Unit Owners as practicable, and prior notice shall be given except in an emergency situation. Any damage caused thereby shall be repaired by the Association, and the cost thereof charged as a Common Expense. The Board may retain a pass key to each Unit and no locks or other devices shall be placed on doors to any Unit to obstruct access through the use of such pass key unless the Board is furnished with duplicate keys to such locks or other devices. Such pass keys and duplicate keys shall be kept in a secure manner. In the event of any emergency originating in or threatening any Unit, the management agent or representative or any other person designated by the Board may enter the Unit immediately, whether the owner is present or not, provided that the Association shall notify such Unit Owner of such entry as soon as practicable after the fact.



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Section 4. No Active Business to be Conducted for Profit. Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.

Section 5. Special Services. The Association may (but shall have no obligation to) arrange for the provision of any special services and facilities for the benefit of such Unit Owners and/or Occupants 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. Fees for such special services and facilities shall be determined by the Board and may be charged directly to participating Unit Owners, or paid from the maintenance fund and levied as a special Assessment against such participating Unit Owners.

Section 6. Delegation of Duties. Nothing herein contained shall be construed so as to preclude the Association, through the Board or officers of the Association, from delegating to persons, firms or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Association as the Board shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

Section 7. Acquisition, Lease, Sale or Exchange of Real Property. Whenever the Board of Managers determines to acquire, lease, sell or exchange real property or any interest therein the Board shall submit such acquisition, sale, lease or exchange to the vote of the Unit Owners, and, upon the affirmative vote of the Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power of the Association present in person or by proxy at an annual meeting or a special meeting duly held for such purpose, the Board may proceed with such acquisition, sale, lease, sale or exchange, in the name of the Association and on behalf of all Unit Owners, and the costs and expenses incident thereto shall constitute part of the Common Expense.

Section 8. Applicable Laws. The Association shall be subject to and governed by the provisions of any statute, hereafter adopted or amended, applicable to property submitted to the Condominium form of ownership including, without limitation, Chapter 5311 of the Ohio Revised Code. In the event of any conflict or inconsistency between the provisions of the Declaration of Condominium Ownership and the Articles or By-Laws of the Association, the terms and provisions of the Declaration of Condominium Ownership shall prevail, and the Owners and all persons claiming under them covenant and agree to vote in favor of such amendments to the Articles or By-Laws as will remove such conflicts or inconsistencies.

ARTICLE IX.

RULES AND REGULATIONS

The Association, by the affirmative vote of the members entitled to exercise a majority of the voting power of all members present in person or by proxy at an annual or special meeting of the members duly held for such purpose, or the Board of Managers, by the vote of a majority of the authorized number of Managers, may adopt and amend Rules and Regulations supplementing the provisions set forth in the Declaration or these By-Laws, as it or they may deem advisable, governing the operation and use of the Condominium Property or any portion thereof. Written notice setting forth any such Rules and Regulations shall be given to all Unit Owners and occupants.



prior to the effective date of such Rules and Regulations and the Condominium Property shall at all times be subject thereto. In the event such supplemental Rules and Regulations shall conflict with any provisions of the Declaration or of these By-Laws, the provisions of the Declaration and of these By-Laws shall govern.

ARTICLE X.

ASSESSMENTS

Section 1. Determination of Assessments. The Board shall fix and determine from time to time the sum or sums necessary and adequate for the Common Expenses of the Condominium Property. Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Areas and Facilities including Limited Common Areas and Facilities, the carrying out of the powers and duties of the Association, the items enumerated in Section 1 of Article VIII, and any other expenses designated from time to time by the Board as Common Expenses. The Board is specifically empowered on behalf of the Association to fix the annual operating budget and collect Assessments; and to maintain, repair and replace the Common Areas and Facilities including Limited Common Areas and Facilities. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the manner and proportions provided in the Declaration and these By-Laws and such Assessments shall be payable as provided therein. Special Assessments, if any should be required by the Board, shall be levied and paid in the same manner as provided for regular Assessments.

Section 2. Notice and Payment of Assessments. When the Board has determined the amount of any Assessment, the Secretary or Treasurer of the Association shall mail or present a statement of the Assessment to each of the Unit Owners. All Assessments shall be payable to the Association, and, upon request, the Secretary or Treasurer shall give a receipt for each payment made. Regular Assessments shall be made against Unit Owners as herein provided in an amount no less than required to provide funds in advance for payment of all the anticipated current Common Expenses and for all of the unpaid Common Expenses previously incurred. It shall be the duty of each Unit Owner to pay his proportionate share of the Common Expenses as assessed against Unit Owners, the share of each to be in the same ratio as his percentage of interest in the Common Areas and Facilities as set forth in the Declaration. Payment of Assessments shall be made in such amounts and at such times as may be determined by the Board.

Section 3. Budget and Assessment. The Board shall, on or before the first day of December of each year subsequent to the First Annual Meeting of members of the Association, prepare a budget which shall be based on its estimate of the total amount ("the estimated cash requirement") that will be required during the ensuing calendar year to pay the Common Expenses and to provide a reserve for contingencies and replacements. On or before December 15 of each year, the Board shall submit such budget in writing to each Unit Owner including therein the said "estimated cash requirement" together with a reasonable itemization thereof. Promptly thereafter an Assessment shall be made by the Board against the Unit Owners in the aggregate amount of the "estimated cash requirement", the Assessment against each Unit Owner to be his proportionate share thereof in accordance with each Unit Owner's percentage of interest in the Common Areas and Facilities as set forth in the Declaration. Such Assessment shall be due and payable by each Unit Owner commencing on January 1 and on the first day of each succeeding calendar month of such ensuing



year in monthly installments (which may or may not be equal) as determined by the Board. If the amount of such Assessment proves to be inadequate for any reason, including non-payment of any Unit Owner's Assessment, the deficiency shall be assessed against the respective Unit Owners according to each Unit Owner's percentage of interest in the Common Areas and Facilities and in such case the Board shall give written notice of such additional Assessment to all Unit Owners indicating therein the reasons therefor, the amounts payable by each, and the adjusted monthly amounts reflecting such additional Assessment thereafter shall be payable by each Unit Owner. If at any time the Board determines that the Association has collected an amount in excess of the amount required for actual Common Expenses and reserves in any year, such amount shall be credited promptly after the same has been determined, according to each Unit Owner's percentage of interest in the Common Areas and Facilities, to the monthly installments next due from Unit Owners under the current year's Assessment until exhausted.

Section 4. Reserve for Contingencies and Replacements. The Board shall establish and maintain for the Association a reasonable reserve for contingencies and replacements. Upon the sale of a Unit by a Unit Owner, such Unit Owner shall have no right to any portion of the funds in the reserve account; nor shall such Unit Owner have any claim against the Association with respect thereto.

Section 5. Budget for First Year. After the Board is elected at the First Annual Meeting and takes office hereunder, it shall prepare a budget and make Assessments against the Unit Owners for the remainder of the existing calendar year if it so elects, and, in any event for the calendar year next following the First Annual Meeting, and annually thereafter, notifying them as to the monthly installments due from each, all in the manner provided in Section 3 of this Article X.

Section 6. Failure to Prepare Annual Budget or Make Current Assessments. The failure or delay of the Board in the preparation of any budget or in the giving of notice thereof to Unit Owners or any delay in the making of Assessments against Unit Owners or any of them shall not constitute a waiver or release in any manner of the obligation herein imposed upon each Unit Owner to pay his proportionate share of the Common Expenses and reserves, whenever the same shall be determined and assessed. In the absence of any annual estimate of Common Expenses and required reserves, or of any budget or Assessments based thereon, Unit Owners shall continue to pay the monthly Assessments at the existing monthly rate established for each Unit Owner then in effect until the first monthly maintenance payment becomes due pursuant to a new Assessment covering the current period, duly made by the Board in the manner above provided in Section 3 of this Article X.

Section 7. Interim Assessments Prior to Election of New Board. Until such time as the First Annual Meeting of the Association is held and a new Board is elected and determines the Assessments to be levied against and paid by Unit Owners pursuant to Section 5 above, monthly Assessments shall be paid by Unit Owners, including Declarant in its capacity as Owner of any unsold Units, in an amount determined by the Board selected by Declarant (the respective amounts payable by each Unit Owner being based upon such Unit Owner's percentage of interest in the Common Areas and Facilities as set forth in the Declaration), and if such monthly Assessments shall be less than required to meet current Common Expenses, such Board may assess a deficiency against the respective Unit Owners including Declarant in its capacity as Owner of any unsold Units, in accordance with Section 3 of this Article X. Such monthly payments shall be made to the Association on the first day of each calendar month and shall be deposited when received in a



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separate maintenance account established in the name of the Association at a bank or savings and loan association. Unit Owners, including Declarant as to unsold Units, shall continue to make such monthly payments as aforesaid until revised Assessments are made by the new Board of Managers in the manner herein provided.

Section 8. 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 against less than all of the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid Assessments, shall be deemed to be held for the use, benefit and account of all of the Unit Owners in proportion to each Unit Owner's percentage of interest in the Common Areas and Facilities as provided in the Declaration. All sums collected by the Association from Assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board, provided, however, that the sums collected by the Association for the reserve for contingencies and replacements shall at all times be maintained as a separate fund. All Assessment payments by a Unit Owner shall be applied as provided herein and in the Declaration.

Section 9. Books and Records of Association. The Association shall keep full and correct books of account (and current copies of the Rules and the Declaration, including these By-Laws) and the same shall be open for inspection by any Unit Owner and his first mortgagee (and any holder, insurer or guarantor of such first mortgage), or by any representative of a Unit Owner duly authorized in writing, at reasonable times and upon written request. Upon ten (10) days notice to the Board, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid Common Assessments or Other Charges due and owing from such Unit Owner. The Unit Owner may be charged a reasonable fee for each such statement after one statement has been provided for such Unit within the past twelve (12) months. The Association shall also permit prospective purchasers of any Unit to inspect, upon request and during regular business hours, current copies of the Rules and the Declaration, including these By-Laws, and the most recent annual financial statement of the Association.

Section 10. Annual Statements. At or before each annual meeting of members of the Association following the First Annual Meeting, the Board shall furnish to each Unit Owner a financial statement consisting of (a) a balance sheet containing a summary of the assets and liabilities of the Association as of the previous fiscal year ending December 31st and (b) a statement of the income and disbursements (including an itemized accounting of Common Expenses actually incurred) for the period commencing with the date marking the end of the period for which the last preceding statement of income and disbursements required hereunder was made and ending with the date of said balance sheet, or in the case of the first such statement, from the formation of the Association to the date of said balance sheet.

Section 11. Annual Audit. The books of the Association shall be reviewed once a year by the Board, and such review shall be completed prior to each annual meeting. If requested by three members of the Board, such review shall be made by a certified public accountant. In addition, at any time upon the request of Unit Owners holding fifty percent (50%) or more or the voting power of the Association, or upon request of three members of the Board, the Board shall cause a review of the books of the Association to be made by a certified public accountant, any such additional review to be at the expense of the Association. Finally, upon receipt of written request from the



Department of Housing and Urban Development, the Veterans Administration, the Federal National Mortgage Association, and the Federal Home Loan Mortgage Corporation which has an interest or prospective interest in the Condominium Property, the Association shall have audited financial statements of the Association for the immediately preceding fiscal year made and delivered to the requesting agency within a reasonable time following such request.

Section 12. Working Capital Fund. Each initial purchaser of a Unit from the Declarant at the time of his or her purchase shall be required to reimburse Declarant for a part of the Working Capital Fund established by Declarant, equal to two (2) times the established regular monthly Assessments.

ARTICLE XI

AMENDMENT

Section 1. Requirements for Amendment. These By-Laws may be amended in the same manner as any other amendment to the Declaration; except that if the amendment is adopted without a meeting of the voting members, the secretary shall mail a copy of the amendment to each voting member who would have been entitled to vote thereon and did not participate in the adoption thereof.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1. Declarant's Rights Pending First Annual Meeting Date. Subject to the provisions of Section 5311.08 of the Ohio Revised Code and Section 4(a) of Article II, and until the First Annual Meeting Date, the Declarant or persons designated by the Declarant shall have the right to appoint and remove members of the Board of Managers and officers of the Association and to exercise the powers and responsibilities otherwise assigned by law or the Declaration to the Association, the Board or the officers of the Association so long as such rights are exercised in accordance with the provisions of the Act. Notwithstanding the provisions of Section 2 of Article III, such members and officers appointed by Declarant need not be Unit Owners.

Section 2. Copies of Notice to Mortgagees. Upon written request to the Board and the designation of the address of the mortgagee, the holder of any duly recorded mortgage or trust deed with respect to any Unit Ownership shall be given a copy of any and all notices permitted or required by the Declaration or these By-Laws to be given to the Unit Owner whose Unit is subject to such mortgage or trust deed.

Section 3. Service of Notices on the Board. Notices required to be given to the Board or to the Association may be delivered to any member of the Board or the President, Vice President or Secretary of the Association either personally or by mail, addressed to such Manager or officer at his Unit.

Section 4. Service of Notices on Devisees and Personal Representatives. Notices required to be given any devisee or personal representative of a deceased Unit Owner may be delivered either



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personally or by mail to such party at his, her or its address appearing on the records of the Court wherein the estate of such deceased Unit Owner is being administered.

Section 5. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these By-Laws 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 6. Agreements for Professional Management. Notwithstanding the power conferred upon the Board by Section 14 of Article III to employ in its discretion a managing agent, (a) no such management agreement entered into prior to the First Annual Meeting Date shall extend more than one year thereafter unless such agreement is renewed by the affirmative vote of the Association members entitled to exercise a majority of the voting power of all members present in person or by proxy at the First Annual Meeting or a special meeting called for that purpose and (b) any such management agreement shall provide that such agreement shall be terminable by any party thereto upon ninety days (thirty days in the event of an uncured default) notice to any other party thereto.

Section 7. Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedure established in the Declaration and these By-Laws shall be deemed to be binding on all Unit Owners, their successors, heirs and assigns.

Section 8. Notices of Mortgages. Any Unit Owner who mortgages his Unit 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 full payment, cancellation or other alteration in the status of such mortgage. The Association shall maintain such information in a book entitled "Mortgages on Units".

Section 9. Rights of Mortgagee. Any Mortgagee may from time to time request in writing a written statement from the Board setting forth any and all unpaid Assessments due and owing from its mortgagor Unit Owner with respect to the Unit subject to the lien of its mortgage and the Board shall comply within twenty (20) days from receipt thereof. Any Mortgagee holding a mortgage on a Unit may pay any unpaid Common Expenses assessed with respect to such Unit and upon such payment, such Mortgagee shall have a lien on such Unit for the amounts so paid in the same priority as the lien of its mortgage.

Section 10. Owner's Agreement. Each Unit Owner, for himself, his heirs, successors and assigns, agrees to the provisions contained in the Declaration relating to default regardless of the harshness of the remedy available to the Association and regardless of the availability of other equally adequate legal procedures. It is the intent of all Unit Owners to give to the Association rights and procedures which will enable it at all times to operate on a business-like basis, to collect those monies due and owing from the Unit Owners, and to preserve each Unit Owner's right to enjoy his Unit, free from unreasonable restraint and nuisance.

Section 11. Sanctions and Fines. The Board shall have the power to impose sanctions including, without limitation, reasonable fines for each violation, which shall constitute a lien upon the property of the violating Owner (or the Owner of a Unit of a violating Occupant of such Unit), and to suspend an Owner's or Occupant's right to use recreation facilities, if any, for a period not to



exceed ninety (90) days for each violation for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations duly adopted hereunder. In the event that any Occupant of a Unit violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the Occupant; provided, however, if the fine is not paid by the Occupant within the time period set by the Board, the Owner shall pay the fine. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(a) Notice. Prior to imposition of any sanction under this Section 11, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the Committee, if any, or Board may be requested to have a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

(b) Hearing. If a hearing is requested in a timely manner, the hearing shall be held by the Covenants Committee, if such has been established by the Board, or by the Board, as determined by the Board, in executive session affording the Owner a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board or the Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(c) Appeal. Following a hearing before the Covenants Committee (as opposed to a hearing before the Board), the violator shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the manager, President or Secretary of the Association within thirty (30) days after the hearing discussion.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association acting through the Board, may elect to enforce any provisions of the Declaration, these By-Laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. All remedies and rights of the Association shall be non-exclusive and cumulative, and may be exercised at any time or successively.

Section 12. Severability. The invalidity of any covenant, restriction, condition, limitation, or any other provision of these By-Laws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 13. Perpetuities and Restraints on Alienation. If (and only to the extent that) any of the options, privileges, covenants or rights created by these By-Laws shall be unlawful or void

for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of George Bush, former President of the United States, and his now living lawful descendants.

Section 14. Construction. Wherever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders.

Section 15. Captions. The captions used in these By-Laws are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text hereof.



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