

Exhibit D

DIAMOND SHORES CONDOMINIUM ASSOCIATION

BYLAWS

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**DIAMOND SHORES**  
**CONDOMINIUM ASSOCIATION**  
**BYLAWS**

The within Bylaws are executed and attached to the Declaration (the "Declaration") of Diamond Shores Condominium pursuant to Chapter 5311 of the Ohio Revised Code. Their purpose 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 by these Bylaws. All present or future owners or tenants or their employees, or any other person who might use the facilities of the Condominium Property in any manner shall be subject to the covenants, provisions, conditions and restrictions contained in the Declaration and these Bylaws and shall be subject to any rules or 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, or the mere act of occupancy of any of the Units will constitute acceptance and ratification of the Declaration and these Bylaws and the rules and regulations adopted pursuant thereto. These Bylaws shall constitute the code of regulations of the Association for the purposes of the Ohio Nonprofit Corporation Law.

**ARTICLE I**  
**THE ASSOCIATION**

**Section 1. NAME AND NATURE OF ASSOCIATION.**

The name of this Association shall be Diamond Shores Condominium Association, and its sole purpose shall be to manage, govern and control Diamond Shores Condominium in

accordance with the Declaration and to carry out the purpose and intent of Chapter 5311 of the Ohio Revised Code.

**Section 2. MEMBERSHIP.**

Each Unit Owner, including Developer and its successors and assigns, upon acquisition of title to a Unit, shall be a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Unit, at which time the new owner of the Unit shall become a member of the Association.

**Section 3. VOTING RIGHTS.**

Each Unit Owner shall have voting power as a member of the Association in proportion to such Unit Owner's percentage of interest in the Common Areas and Facilities. This voting power can be exercised by the owner or owners of a Unit, his heirs, assigns, devisees or personal representatives. If two or more persons 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.

**Section 4. MEETINGS OF MEMBERS.**

(a) **Annual Meeting.** The first meeting of the members of the Association shall be held in Summit County, Ohio, at a place and time determined by Developer. Such first meeting shall be held no later than the time that Units to which twenty-five percent (25%) of the undivided interests in the Common Areas and Facilities appertain have been sold and conveyed by Developer. For purposes of computing the individual interests referred to in this paragraph, those interests shall be computed by comparing the number of Units sold and conveyed to the maximum number of Units that may be created under the Declaration. Thereafter, there shall be an annual meeting of the Association

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held in Summit County, Ohio, in the first calendar quarter of each year, commencing in the year following the first meeting. At each annual meeting, the members of the Association shall elect the necessary member or members to the Board of Managers for the ensuing year. At the annual meeting, any matters concerning the welfare of the condominium may be discussed and referred to the Board of Managers for proper action. At the annual meeting, the President and Treasurer of the Association shall submit reports in writing for the prior year, which reports shall be read to the members. The annual meeting shall be presided over and conducted by the President, or in his absence, the Vice President of the Association.

(b) **Special Meetings.** Special meetings may be called by the President or Vice President of the Association or by Unit Owners constituting at least twenty-five percent (25%) of the voting power of the Association by written notice, mailed by regular mail or personally delivered, to each Unit Owner at least five (5) days before the time and place for such meeting as shown in such notice. Notice of such meeting may be waived in writing by those entitled to notice. Special meetings shall be presided over and conducted by the President, or in his absence, the Vice President. Unless otherwise indicated in the notice thereof, any business may be transacted at any annual or special meeting of the Association.

(c) **Quorum.** To constitute a quorum at any meeting of the Association, members constituting at least fifty percent (50%) of the voting power of the Association must be present at such meeting in person or by proxy.

(d) **Proxy.** 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 behalf shall be made in writing to the Secretary of the Association and shall be revocable at any time.

(e) **Actions Without a Meeting.** Except for the removal of members of the Board of Managers, all actions which may be taken at a meeting of the Association may be taken without a meeting with the unanimous consent in writing of all of the members of the Association. Such writing, signed by each member of the Association, shall be filed with the record of proceedings of the Association. Such writing may be circulated and signed by the members of the Association in counterparts.

## ARTICLE II

### BOARD OF MANAGERS

#### Section 1. INITIAL STRUCTURE AND RELINQUISHMENT OF DEVELOPER CONTROL.

The Board of Managers initially shall be those three (3) persons named as the initial board of trustees in the Articles of Incorporation (the "Articles") of the Association, or such other person(s) as may from time to time be substituted by Developer. The Board of Managers shall constitute the board of trustees of the Association for the purposes of the Articles, these Bylaws and the Ohio Nonprofit Corporation Law.

Until such time as Developer's control of the Association is relinquished as provided herein, Developer shall have the exclusive right to appoint and remove members of the Board of Managers and officers of the Association, and Developer shall exercise all powers and responsibilities otherwise assigned to the Association, the Board of Managers or the Association's officers by law or by the Declaration, the Articles and these Bylaws.

No later than the time that Units to which twenty-five percent (25%) of the undivided interest in the Common Areas and Facilities appertain have been sold and conveyed by Developer, the Unit Owners shall meet, and the Unit Owners other than Developer shall elect one (1) member of the Board of Managers. At this meeting, Developer shall submit the resignation of one (1) of the previously appointed members of the Board of Managers.

Within thirty (30) days after the earlier of (i) five (5) years from the date of the establishment of the Association or (ii) the sale and conveyance to purchasers in good faith and for value of Units to which seventy-five percent (75%) of the undivided interests in the Common Areas and Facilities appertain or (iii) such time as Developer chooses to waive its right to appoint members of the Board of Managers, the members of the Association shall meet and such members, including Developer, shall elect three (3) members of the Board of Managers to replace all of those Board members earlier elected or appointed by the Unit Owners or Developer, respectively. The term of office of the three (3) members of the Board of Managers so elected shall be as follows:

One (1) Board member shall be elected for a term to expire at the annual meeting following his election.

One (1) Board member shall be elected for a term to expire at the second annual meeting following his election.

One (1) Board member shall be elected for a term to expire at the third annual meeting following his election.

Thereafter, all members of the Board of Managers elected shall serve three (3) year terms.

For purposes of computing the undivided interests referred to in this Section 1, those interests shall be computed by comparing the number of Units sold and conveyed to the maximum number of Units that may be created under the Declaration. Since the maximum number of Units that may be created is forty-five (45), the meeting prior to the sale and



conveyance of twenty-five percent (25%) of the undivided interests shall occur prior to sale and conveyance of twelve (12) Units. The meeting prior to sale and conveyance of seventy-five percent (75%) of the undivided interests shall occur prior to sale and conveyance of thirty-six (36) Units.

**Section 2. NUMBER AND QUALIFICATIONS.**

The Board of Managers shall consist of three (3) persons, all of whom, except as otherwise provided, must be owners and occupants of a Unit. However, a spouse of a Unit Owner who is not the owner of any fee interest in the Unit may be nominated and serve as a member of the Board of Managers. No Board member appointed by Developer need be an owner or occupant of a Unit.

**Section 3. ELECTION OF MANAGERS; VACANCIES.**

Except as otherwise provided in this Article II, members of the Board of Managers to be elected shall be elected at each annual meeting of members of the Association or at a special meeting called for such purpose. At any meeting at which members of the Board of Managers are to be elected, only persons nominated as candidates shall be eligible for election as Board members and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies on the Board of Managers, the remaining members of the Board of Managers, though less than a majority of the whole authorized number of the Board, may, by vote of a majority, fill any vacancy on the Board for the unexpired term of the position being filled.

**Section 4. TERM OF OFFICE; RESIGNATION.**

Each member of the Board of Managers shall hold office for three (3) years and until his successor is elected, or until his earlier resignation, removal from office or death. Any Board

Member may resign at any time by oral statement to that effect made at a meeting of the Board or in a writing to that effect delivered to the Secretary of the Association, and such resignation shall take effect immediately or at such other time as the Board member may specify.

**Section 5. POWERS AND DUTIES OF THE BOARD.**

The Board of Managers shall have the duty to direct the management of the operation of the Condominium Property and exercise the powers of the Association, except as otherwise provided in these Bylaws or in the Declaration, and shall have such powers as shall be delegated to it by the Articles or these Bylaws, by action of the Association or by law.

**Section 6. ORGANIZATIONAL MEETING.**

Immediately after each annual meeting of members of the Association, the newly elected member or members of the Board of Managers and those Board members whose terms have yet to expire shall hold an organizational meeting for the purpose of electing officers and transacting any other business as the Board deems appropriate. Notice of such meeting need not be given.

**Section 7. REGULAR MEETING.**

Regular meetings of the Board of Managers may be held at such times and places as shall be determined by the President or by a majority of the Board members, but at least four (4) such meetings shall be held during each year.

**Section 8. SPECIAL MEETING.**

Special meetings of the Board of Managers may be held at any time upon call by the President or any two (2) Board members. Written notice of the time and place of each such meeting shall be given to each Board member, either by personal delivery or by mail, telegram or telephone at least twenty-four (24) hours before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any Board member at any

such meeting, without protesting lack of proper notice prior to or at the commencement of the meeting, 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 Board member, which writing shall be filed with or entered upon the records of the Association. Unless otherwise indicated in the notice thereof, any business properly before the Board may be transacted at any organizational, regular or special meeting of the Board of Managers. Provided that proper notice is given and the minutes of the meeting are kept and journalized in the records of the Association, meetings may be conducted by telephone or other telephonic process allowing communication between all members of the Board participation in the meeting.

Section 9. **ACTIONS WITHOUT A MEETING.**

Except for the removal of officers, all actions which may be taken at a meeting of the Board of Managers may be taken without a meeting with the unanimous consent in writing of all of the Board members. Such writing, signed by each Board member, shall be filed with the record of proceedings of the Association.

Section 10. **QUORUM.**

A quorum of the Board of Managers shall consist of a majority of the Board members then in office, provided that a majority of the Board members 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 is adjourned are fixed and announced at such meeting. At each meeting of the Board of Managers 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 Bylaws.

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**Section 11. REMOVAL.**

At any regular or special meeting of the members of the Association duly called at which a quorum shall be present, any one or more of the members of the Board of Managers may be removed by a vote of the majority of the voting power of members of the Association. Any Board member whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

**Section 12. BONDING AND COMPENSATION.**

The Board of Managers shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association and shall be a Common Expense. Members of the Board of Managers shall serve without compensation, provided they shall be entitled to be reimbursed for expenses incurred on behalf of the Association in the performance of their duties.

**Section 13. DELEGATION OF AUTHORITY; PROFESSIONAL MANAGEMENT.**

The Board of Managers may delegate all or any portion of its authority to discharge its responsibilities in management of the Condominium Property to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a Common Expense; provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days' written notice; shall be terminable by either party, without cause and without penalty, on no more than ninety (90) days' written notice; shall not exceed one (1) year unless renewed by agreement of the parties for successive one (1) year periods; and shall be bona fide and commercially reasonable

the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Developer, an affiliate of Developer or any other entity designated by Developer, from being employed as managing agent. The managing agent, or the Board of Managers if there is no managing agent, shall have the authority to enter into contracts with Developer or one or more affiliates of Developer for management, maintenance and repair services, provided the same are bona fide and commercially reasonable to the Association at the time entered into under the circumstances then prevailing and are terminable by the Association, without cause and without penalty, on ninety (90) days' written notice.

#### Section 14. JOINT FACILITIES.

The Board of Managers shall have the authority on behalf of the Association to enter into one or more agreements with adjacent or nearby property owners to lease or otherwise share the use and expenses of certain facilities owned by or under the control of such property owners, or owned by or under the control of the Association, including but not limited to maintenance facilities and recreation areas. The Association shall also pay for the cost of maintaining boat docks adjacent to the Condominium Property and shall levy special assessments therefor as provided in Article IV.

### ARTICLE III

#### OFFICERS

##### Section 1. ELECTION AND DESIGNATION OF OFFICERS.

At each organizational meeting of the Board of Managers held following the annual meeting of the Association, the Board shall elect officers of the Association. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall

the members of the Board of Managers. The offices of Secretary and Treasurer may be held by the same person.

**Section 2. TERM OF OFFICE, REMOVAL, VACANCIES.**

The officers of the Association shall be elected for a term of one (1) year by the Board of Managers as provided in Section 1 of this Article III and shall serve until their successors are elected and qualified. Any officer elected by the Board of Managers may be removed at any time at a meeting of the Board by a vote of a majority of the Board. A vacancy in any office may be filled by the Board of Managers.

**Section 3. DUTIES OF OFFICERS.**

The President shall conduct all meetings of the Association and the Board of Managers; the Vice President shall act in the absence of the President; the Secretary shall keep the minutes of meetings of the Association and the Board of Managers; and the Treasurer shall handle the financial affairs of the Association, including deposit of funds, writing and signing checks for the legitimate expenses of the Association as authorized by the Board, and the preparation and maintenance of records required by Revised Code Section 5311.09. The officers shall also perform such other duties as may be assigned to them by the Board of Managers.

**ARTICLE IV**

**MAINTENANCE AND IMPROVEMENTS**

**Section 1. PAYMENTS FROM MAINTENANCE FUNDS.**

The Association, for the benefit of all of the Unit Owners, shall provide for and pay from the Association's maintenance fund the following:

(a) **Utility Service for Common Areas and Facilities.** Water, sewer, waste removal, electricity, telephone, heat, power or any other necessary utility services for the Common Areas and Facilities;

(b) **Casualty Insurance.** A policy or policies of fire insurance, with extended coverage, vandalism, and malicious mischief endorsements as provided in the Declaration, the amount of which insurance shall be reviewed periodically;

(c) **Liability Insurance.** A policy or policies insuring the Association, the officers of the Association, the members of the Board of Managers, and the Unit Owners against any liability to the public or to the Unit Owners and their invitees or tenants which are incident to the ownership and/or use of the Common Areas and Facilities, as provided in the Declaration, the limits of which policy shall be reviewed periodically;

(d) **Worker's Compensation.** Worker's compensation insurance to the extent necessary to comply with any applicable law;

(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 Property, the services of any person or persons required for the maintenance of or operation of the Condominium Property or the enforcement of the Declaration and these Bylaws and for the organization, operation and enforcement of the rights of the Association.

(f) **Care of Common Areas and Facilities.** Landscaping, gardening, snow removal, painting, cleaning, tuck-pointing, maintenance, decorating, repair and replacement of the Common Areas and Facilities (but not including the Limited Common Areas and Facilities and the interior surfaces of the Units, which the Unit Owner shall

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paint, clean, decorate, maintain and repair), the operation of swimming pools, tennis courts and other recreational facilities (including any lake beach area), and such furnishings and equipment for the Common Areas and Facilities which the Association shall determine are necessary and proper, and which the Association shall have the exclusive right and duty to acquire.

(g) **Additional Expenses.** Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and these Bylaws, or which, in the opinion of the Board of Managers, shall be necessary or proper for the maintenance and operation of the Condominium Property as a first class Condominium Property or for the enforcement of the Declaration and these Bylaws.

(h) **Discharge of Mechanic's Liens.** Any amounts necessary to discharge any mechanic's lien or other encumbrances levied against the Condominium Property or against the Common Areas and Facilities, rather than merely against the interest therein of particular Unit Owners, it being understood, however, that 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, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specifically assessed to such responsible Unit Owners.

(i) **Certain Maintenance of Units.** Maintenance and repair of any Unit if such maintenance and repair is necessary, in the opinion of the Board of Managers, to protect the Common Areas and Facilities, or any other portion of the Condominium



Property and the owner or owners of such Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice is delivered by the Board of Managers to the owner or owners of the necessity of maintenance or repair, provided that the Association shall levy special assessments against such owner for the cost of said maintenance or repair.

(j) **Capital Additions and Improvements.** The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Areas and Facilities, subject to all the provisions of the Declaration and these Bylaws) having an annual total cost in excess of \$2,500.00, nor shall the Association authorize any structural alterations, capital additions to, or capital improvements of the Common Areas and Facilities requiring an expenditure in excess of \$2,500.00, without in each case the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association.

(k) **Certain Utility Services to Units.** The Association may pay from the maintenance fund the cost for water, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Unit Owners. However, the Association may discontinue such payments at any time, in which case each Unit Owner shall be responsible for direct payment of his share of such expenses as shall be determined by the Board of Managers. If the expense of any such service or utility is charged to the maintenance fund, the Association reserves the right to levy additional

assessments against any Unit Owner to reimburse it for excessive use, as determined by the Board of Managers.

(l) **Miscellaneous.** The Association shall pay such other costs and expenses designated as "Common Expenses" in the Declaration and in these Bylaws.

(m) **Use of Joint Facilities.** The rent for or payment for the use of joint facilities contemplated by Article II, Section 14 of these Bylaws.

(n) **Boat Dock Slips.** The Association shall pay for the maintenance and repair of the boat docks and the costs for maintaining the license with the State of Ohio to utilize such boat docks. The cost of the boat dock slips controlled by the Association shall be a Common Expense. The proportionate cost of maintaining and repairing the boat dock slips and of any licensing costs controlled by individual Unit Owners shall be reimbursed to the Association by the levying of a special assessment against the Unit Owners so benefitted as set forth in Article V, Section 3 hereof.

## ARTICLE V

### GENERAL POWERS OF THE ASSOCIATION

#### Section 1. RULES AND REGULATIONS.

The Association, by vote of the Board of Managers, may from time to time adopt, revoke or amend such reasonable rules and regulations supplementing the provisions of the Declaration and these Bylaws as the Board may deem advisable for the maintenance, conservation and beautification of the Condominium Property, including without limitation the use of the boat dock areas, and for the health, comfort, safety and general welfare of the Unit Owners and occupants of the Condominium Property. Written notice of such rules and regulations shall be given to all Unit Owners and occupants, and the Condominium Property shall at all times be

maintained subject to such rules and regulations. In the event such supplemental rules and regulations shall conflict with any provisions of the Declaration or of these Bylaws, the provisions of the Declaration and of these Bylaws shall govern.

Any rule or regulation adopted by the Board of Managers may be amended or repealed from time to time by a majority vote of the Board, or by a vote of members holding a majority of the voting power of the Association at a meeting called for such purpose.

**Section 2. 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 any or all the Unit Owners.

**Section 3. SPECIAL SERVICES.**

The Association, acting through the Board of Managers, may arrange for the provision of any special services and facilities for the benefit of such Unit Owners who may desire to pay for such services and facilities, including without limitation cleaning, repair and maintenance of Units and provision of special recreational or other facilities. Reasonable fees for such special services and facilities shall be determined by the Board of Managers and may be charged directly to participating Unit Owners, or paid from the maintenance fund and levied as a special assessment against the participating Unit Owners.

**Section 4. APPLICABLE LAWS.**

The Association shall be subject to and governed by the provisions of any statute adopted at any time and applicable to property submitted to the condominium form of ownership (including without limitation, Chapter 5311 of the Ohio Revised Code); provided, however, that all inconsistencies between or among the permissive provisions of any statute and any provision of the Declaration and these Bylaws shall be resolved in favor of the Declaration and these

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Bylaws, and any inconsistencies involving any statute applicable to an association formed to administer property submitted to the condominium form of ownership shall be resolved in favor of the later statute. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or the Bylaws of the Association, the terms and provisions of the Declaration shall prevail, and the owners and all persons claiming under them covenant to vote in favor of such amendments to the Articles or these Bylaws so as to remove such conflicts or inconsistencies.

**Section 5. ASSOCIATION'S RIGHT TO ENTER UNITS.**

The Association, acting through its Board of Managers, or any agent of the Association retained or designated by the Board shall have the right of access to any Unit when necessary in connection with any maintenance, repair, replacement or construction for which the Association is responsible. Such right shall be exercised with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Association, at the expense of the maintenance fund. In the event of any emergency originating in or threatening any Unit, the Board of Managers or any agent of the Association retained or designated by the Board may enter the Unit immediately, whether the owner is present or not.

**ARTICLE VI**

**DETERMINATION AND PAYMENT OF ASSESSMENTS**

**Section 1. OBLIGATION OF OWNERS TO PAY ASSESSMENTS.**

It shall be the duty of every Unit Owner to pay his proportionate share of the Common Expenses for the administration, maintenance and repair of the Common Areas and Facilities and for the other expenses provided for herein. Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Areas and Facilities as set forth in the

Declaration, or as otherwise provided in these Bylaws. Payment thereof shall be in such amounts and at such times as may be determined by the Board of Managers, as hereinafter provided. Developer will assume the obligations of a Unit Owner in its capacity as owner of a Unit not yet sold, including without limitation the obligation to pay Common Expenses attaching to such interests from the date the Declaration is filed for record.

## Section 2. PREPARATION OF ESTIMATED BUDGET.

On or before each December 1st, the Board of Managers shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services to the Condominium Property, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. On or before each December 15th, the Board of Managers shall notify each Unit Owner in writing as to the amount of such estimate, with a reasonable itemization thereof. Such "estimated cash requirement" shall be assessed to the Unit Owners according to each owner's percentage of ownership in the Common Areas and Facilities as set forth in the Declaration. On or before January 1st of the ensuing year and the first of each and every month of said year, each Unit Owner shall be obligated to pay to the Association, or as it may direct, one-twelfth (1/12th) of the assessment made pursuant to this Section 2. On or before the date of each annual meeting of members of the Association, the Board of Managers shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures and established reserves. Any amount accumulated in excess of the amount

required for actual expenses and reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Areas and Facilities to the next monthly installments due from the Unit Owner under the current year's estimate, until exhausted, and any net shortage shall be added according to each Unit Owner's percentage of ownership in the Common Areas and Facilities to the installments due in the succeeding six (6) months after rendering of the accounting.

**Section 3. RESERVE FOR CONTINGENCIES AND REPLACEMENTS.**

The Association shall build up and maintain a reasonable reserve for contingencies and replacements as determined necessary by the Board of Managers. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year shall be charged first against such reserve. If the "estimated cash requirement" proves inadequate for any reason, including non-payment of any Unit Owner's assessment, the Board of Managers shall prepare an estimate of the additional cash requirements then necessary or necessary for the balance of the year, which additional amount of each requirement shall be assessed to the Unit Owners according to each owner's percentage of ownership in the Common Areas and Facilities. The Board of Managers shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessments. All Unit Owners shall be obligated to pay the adjusted monthly amount.

**Section 4. BUDGET FOR FIRST YEAR.**

When the first Board of Managers elected hereunder takes office, the Board shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing

thirty (30) days after such election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Unit Owners during said period as provided in Section 2 of this Article VI.

**Section 5. FAILURE TO PREPARE ANNUAL BUDGET.**

The failure or delay of the Board of Managers to prepare or serve the annual or adjusted estimated budget on a Unit Owner shall not constitute a waiver or release in any manner of such owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual or adjusted estimated budget, the Unit Owner shall continue to pay the monthly maintenance charge at the existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimated budget shall have been mailed or delivered.

**Section 6. BOOKS AND RECORDS OF ASSOCIATION.**

The Board of Managers shall keep full and correct books of account of the Association and the same shall be open for inspection by any Unit Owner or any representative of any owner duly authorized in writing, at such reasonable time or times during normal business hours, as may be requested by the Unit Owner. Upon ten (10) 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 owner.

Any mortgagee holding a mortgage lien covering a Unit and/or any portion of the Common Areas and Facilities shall have the right to inspect the books and records of the Association upon reasonable notice to the Board of Managers at any reasonable time or times during normal business hours.

**Section 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 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 owner's percentage in the Common Areas and Facilities as provided in the Declaration.

**Section 8. ANNUAL AUDIT.**

The books of the Association shall be audited once a year by the Board of Managers, and such audit shall be completed prior to each annual meeting of the Association. If requested by two (2) members of the Board of Managers, such audit shall be made by a certified public accountant. In addition and at any time requested by the Unit Owners of at least fifty percent (50%) of the Units, including Developer if it be an owner, the Board shall cause an additional audit to be made.

**Section 9. REMEDIES FOR FAILURE TO PAY ASSESSMENTS.**

If a Unit Owner is in default of the monthly payment of any charge, assessment or special assessment for thirty (30) days, the Association may bring suit to enforce collection thereof, or to foreclose the lien therefor as provided in the Declaration, and there shall be added to the amount due the cost of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the court. To the extent permitted by the Declaration, any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges, assessments or special assessments, together with interest, costs and fees as above provided shall be and become a lien or charge against the Unit of the owner involved when payable, and may be



foreclosed by an action brought in the name of the Association as in the case of foreclosure of liens against real estate, as provided in the Declaration. The Association, through the Board of Managers acting on behalf of the other Unit Owners, shall have the power to bid on the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey such interest. Any encumbrancer may from time to time request in writing a written statement from the Board of Managers setting forth the unpaid Common Expenses with respect to the Unit covered by its encumbrance, and unless the request shall be complied with within fifteen (15) days, all unpaid Common Expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrancer. Any encumbrancer holding a lien on any Unit may pay any unpaid Common Expenses payable with respect to 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 encumbrance.

**Section 10. SECURITY DEPOSITS FROM CERTAIN OWNERS.**

If in the judgment of the Board of Managers the equity interest of any Unit Owner (whether the original owner or a subsequent purchaser or transferee) in his Unit at any time is not sufficient to assure realization of all assessments, charges or other sums which may be levied by the Association (whether by foreclosure of the lien referred to in Section 9 above, or otherwise), then whether or not such Unit Owner shall be delinquent in the payment of such levies, the Association shall have the right to require such Unit Owner to establish and maintain a security deposit in an amount which the Board of Managers deems necessary for such purpose; provided, however, that such security deposit shall in no event exceed an amount which, when added to such owner's equity interest in the Unit, will equal twenty-five percent (25%) of the purchase price of the Unit in question. In the event that any Unit Owner shall fail to pay any

assessments, charges or other sums which may be due hereunder, or shall otherwise violate any provisions of Chapter 5311 of the Ohio Revised Code or any covenants, terms and conditions of the Declaration, the Association shall have the right, but not the obligation, to apply such security deposit in reduction of its alleged damages resulting from such failure or violation, which right shall be in addition to all other remedies provided for in Chapter 5311 of the Ohio Revised Code, the Declaration or these Bylaws. Upon any sale by such owner of his Unit, or at such time as such Unit Owner's equity in his Unit is sufficiently great to dispense with the necessity of such security deposit, any unapplied balance of said security deposit remaining to the credit of said owner shall be refunded, provided that such owner shall not be in default under any of his obligations under the Declaration. The Association shall have the right to maintain all security deposits held by it, as aforesaid, in a single savings account and shall not be required to credit interest to any Unit Owner until such time as the security deposit is refunded. Said security deposit shall at all times be subject and subordinate to the lien referred to in the Declaration and Section 9 above and all rights thereto shall inure to the benefit of the lienor.

## ARTICLE VII

### GENERAL PROVISIONS

#### Section 1. COPIES OF NOTICE TO MORTGAGE LENDERS.

Upon written request to the Board of Managers, the holder of any recorded mortgage or trust deed against any Unit shall be given a copy of any or all notices permitted or required by the Declaration or these Bylaws to be given other Unit Owners whose Unit is subject to such mortgage or trust deed.

**Section 2. NON-WAIVER 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 3. NOTICES OF MORTGAGES.**

Any Unit Owner who mortgages his Unit shall notify the Association, in such manner as the Board of Managers may direct, of the name and address of his mortgagee and thereafter shall notify the Association of the full payment cancellation or other alteration of the status of such mortgage. The Association shall maintain such information in a book entitled "Mortgages of Units".

**Section 4. 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 rest of these Bylaws.

**Section 5. GENDER.**

Whenever these Bylaws the context so admits or requires, pronouns used herein in the third person, singular number and masculine, feminine or neuter gender shall be construed as meaning the person, number or gender as appropriate.

**ARTICLE VIII**

**NOTICES AND DEMANDS**

Any notice by the Board of Managers to a Unit Owner shall be deemed to be given, and any demand upon him shall be deemed by him to have been duly made, if delivered in writing

to him personally, or if mailed by regular mail, in any post office, addressed to him at the address of the Unit owned by such Unit Owner; provided, however, such Unit Owner has not provided written notice to the Board of Managers of any other address the Unit Owner desires to substitute for the Unit address, in which case such notice address shall be used by the Board. Any notice by a Unit Owner to the Board of Managers shall be deemed to be duly given and any demand upon the Board shall be deemed to have been duly made, if in writing, and delivered to an officer of the Association.

ARTICLE IX

DEFINITIONS

The definitions contained in the Declaration of Condominium of Diamond Shores Condominium are hereby incorporated by reference in and shall apply to these Bylaws as if fully rewritten herein.

ARTICLE X

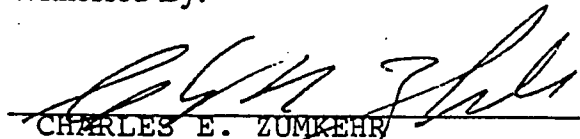
AMENDMENT

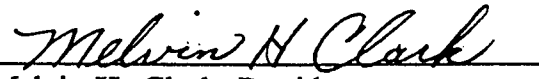
These Bylaws may be amended as provided in the Declaration.

IN WITNESS WHEREOF, said CLARK AND VOLOSEN, INC., an Ohio corporation, owner of all Units in Diamond Shores Condominium, does hereby adopt these Bylaws as of this 21st day of APRIL, 1993.


Witnessed By:

CLARK AND VOLOSEN, INC.

  
CHARLES E. ZUMKEHR

By   
Melvin H. Clark, President

  
GEORGE R. SARKIS

By   
John Volosen, Secretary-Treasurer

  
CHARLES E. ZUMKEHR


  
GEORGE R. SARKIS

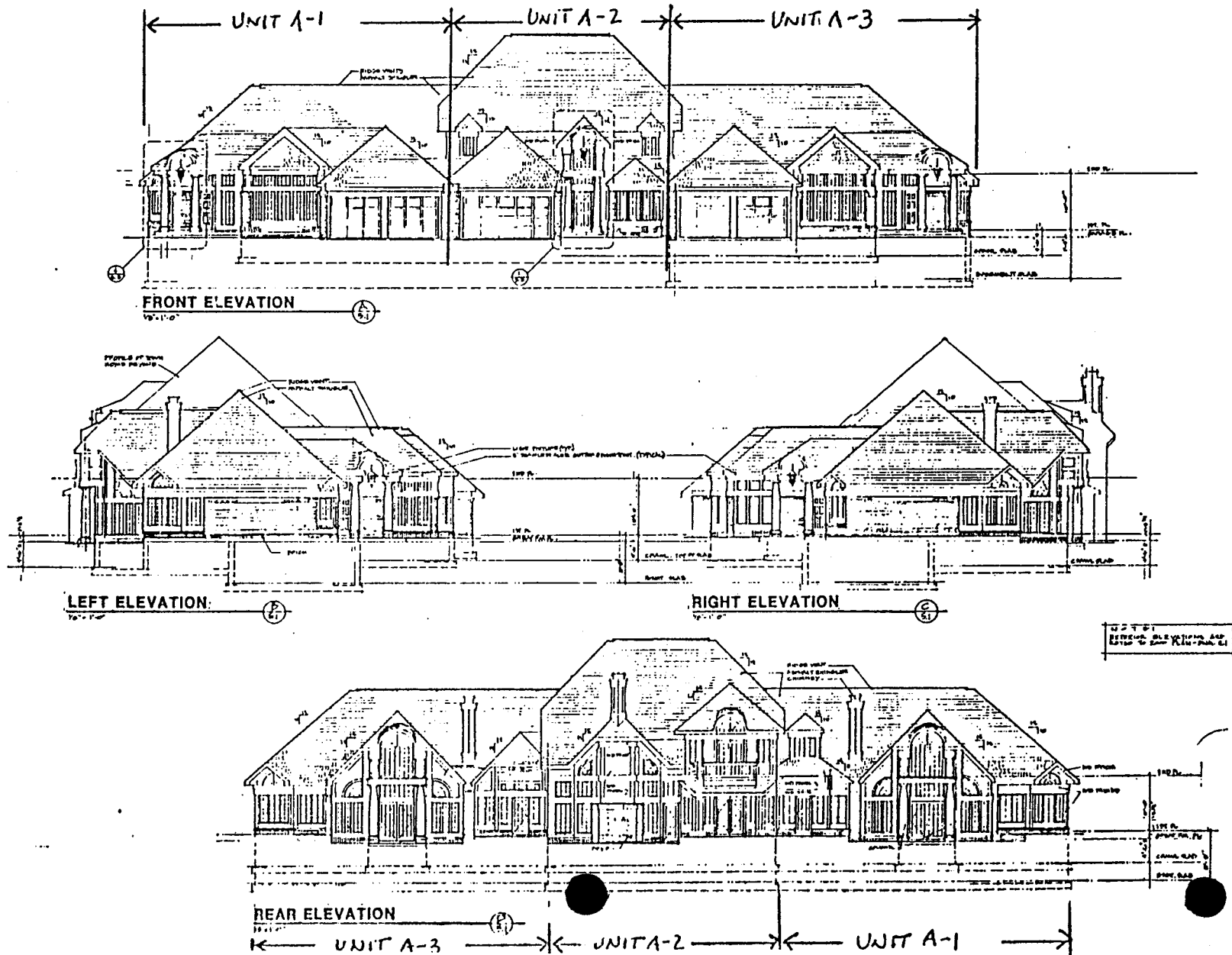
Exhibit E

ILLUSTRATED ARCHITECTURAL DRAWINGS

[ Attached ]

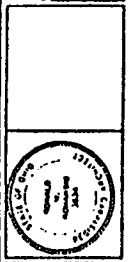
NOTE: NOT TO SCALE

PAGES E-1 THROUGH E-7, INCLUSIVE, OF THIS EXHIBIT E ARE TYPICAL ARCHITECTURAL CONSTRUCTION DRAWINGS AND ARE NOT INTENDED TO BE A PART OF THE DRAWINGS REQUIRED BY SECTION 5311.07 OF THE OHIO REVISED CODE BUT ARE BUILDERS PRINTS TO BE USED FOR ARCHITECTURAL REFERENCE ONLY.



E-1

**RONALD W. KOHANSKI - A.I.A. ARCHITECT & ASSOCIATES**  
 217 SOUTH COURT STREET - AKRON, OHIO 44308  
 PHONE 525-1111  
 FAX 525-1112



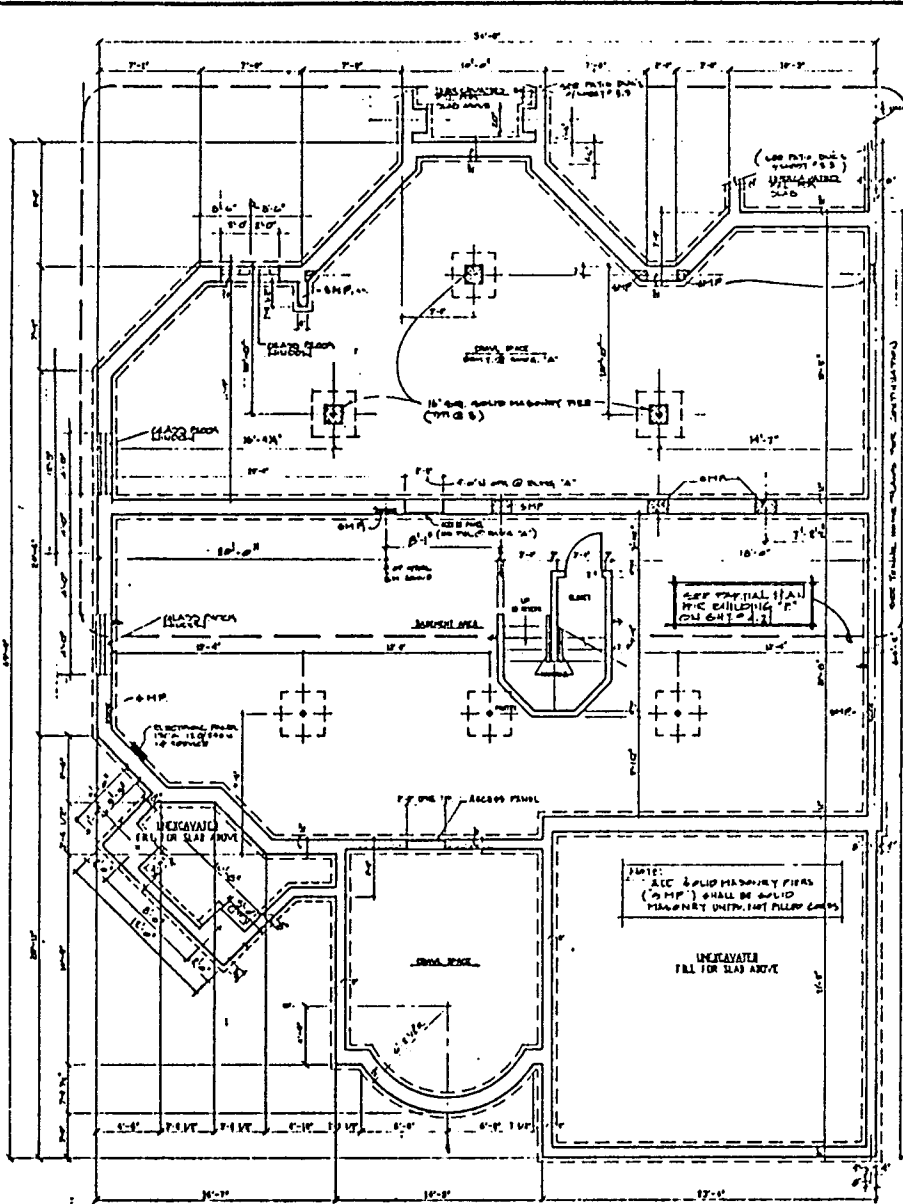
**DIAMOND SHORES CONDOMINIUMS**  
 PORTAGE LAKES  
 AKRON, OHIO

5.1

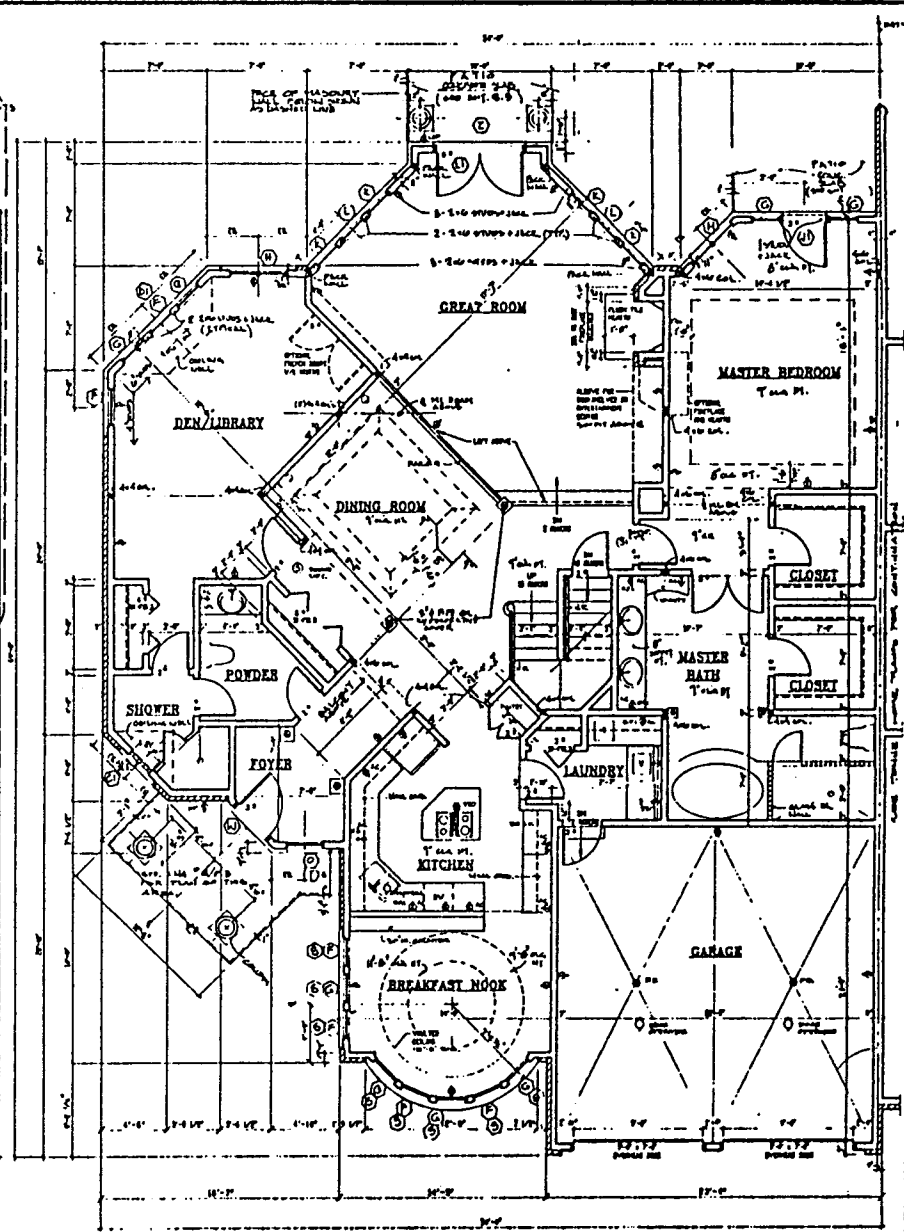
NOTE: NOT TO SCALE

OR1319- 203

E-2



**BASEMENT PLAN**  
UNIT A-1  
SCALE: 1/4" = 1'-0"



**FIRST FLOOR PLAN**  
UNIT A-1  
SCALE: 1/4" = 1'-0"

**RONALD W. KOHANSKI**  
187 SOUTH COMBAT STREET  
SEBINA, OHIO

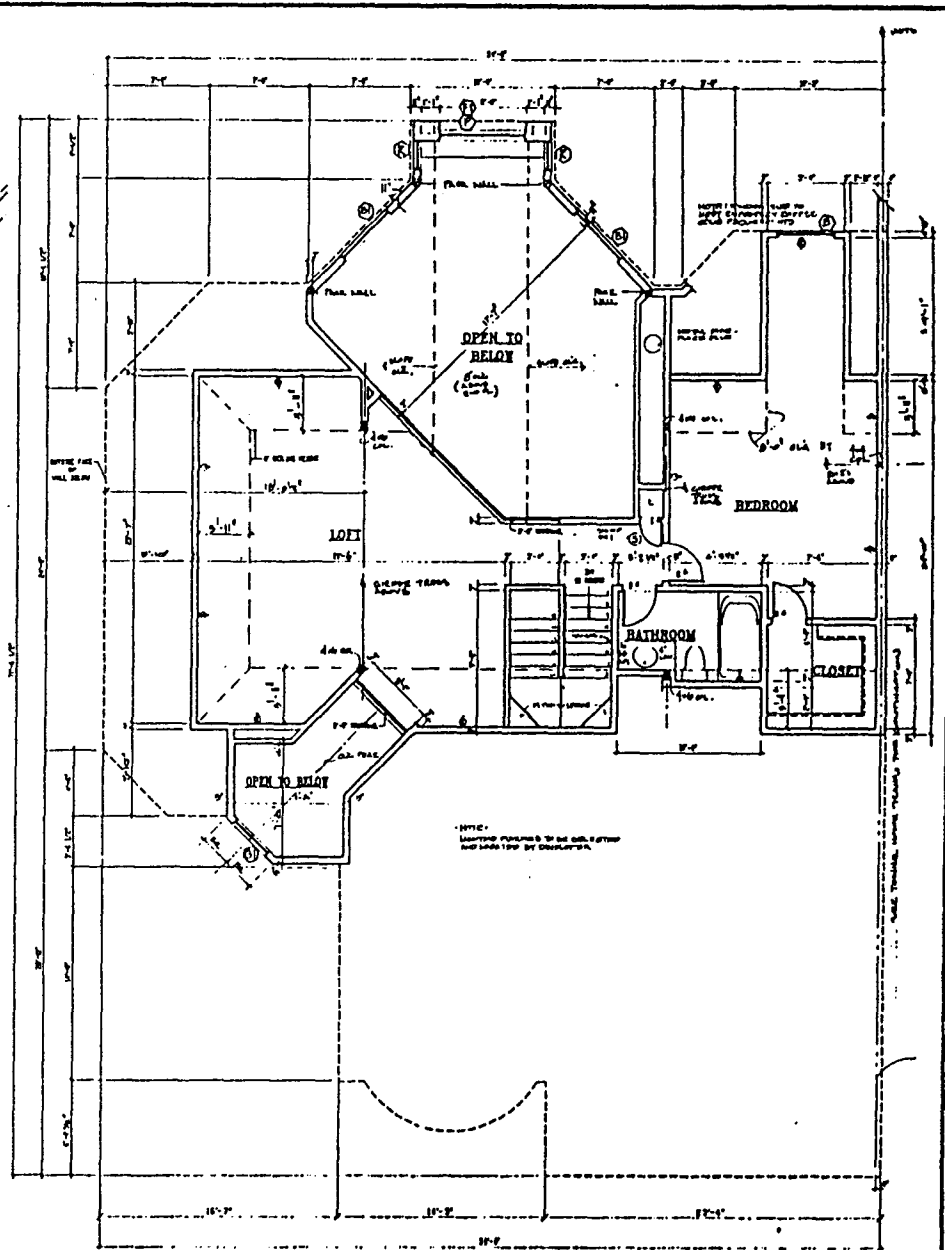
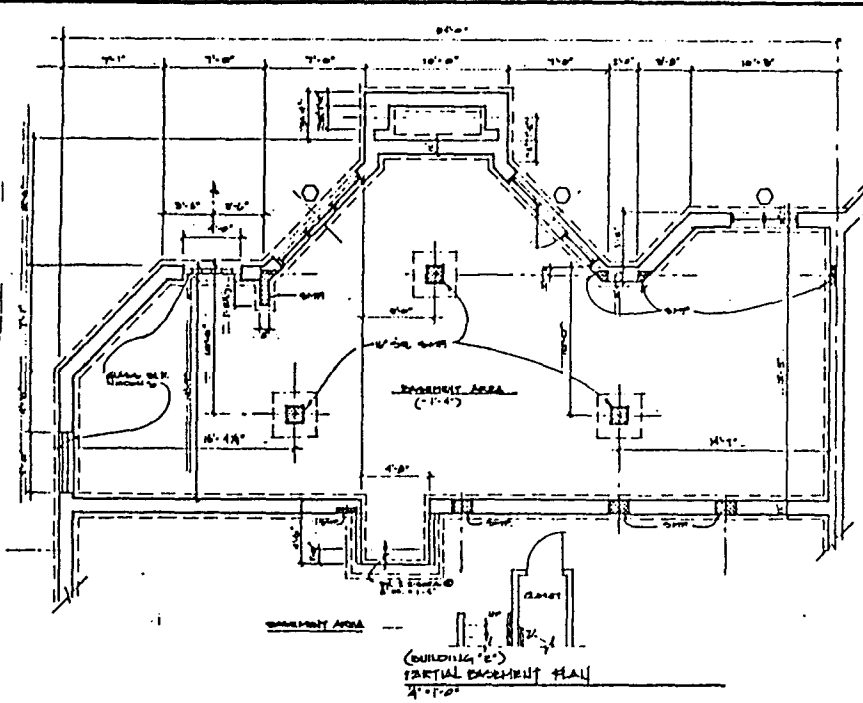
**A.I.A. ARCHITECT & ASSOCIATES**  
318/723-0828

**DIAMOND SHORES CONDOMINIUMS**  
PORTAGE LAKES  
AKRON, OHIO

1720  
0.14.91  
**4.20**  
1700-08

NOTE: NOT TO SCALE

DR1319-204



**RONALD W. KOHANSKI**  
**A.I.A. ARCHITECT & ASSOCIATES**  
 332 ADAMS COURT, SHELTON, OHIO 44876-0012



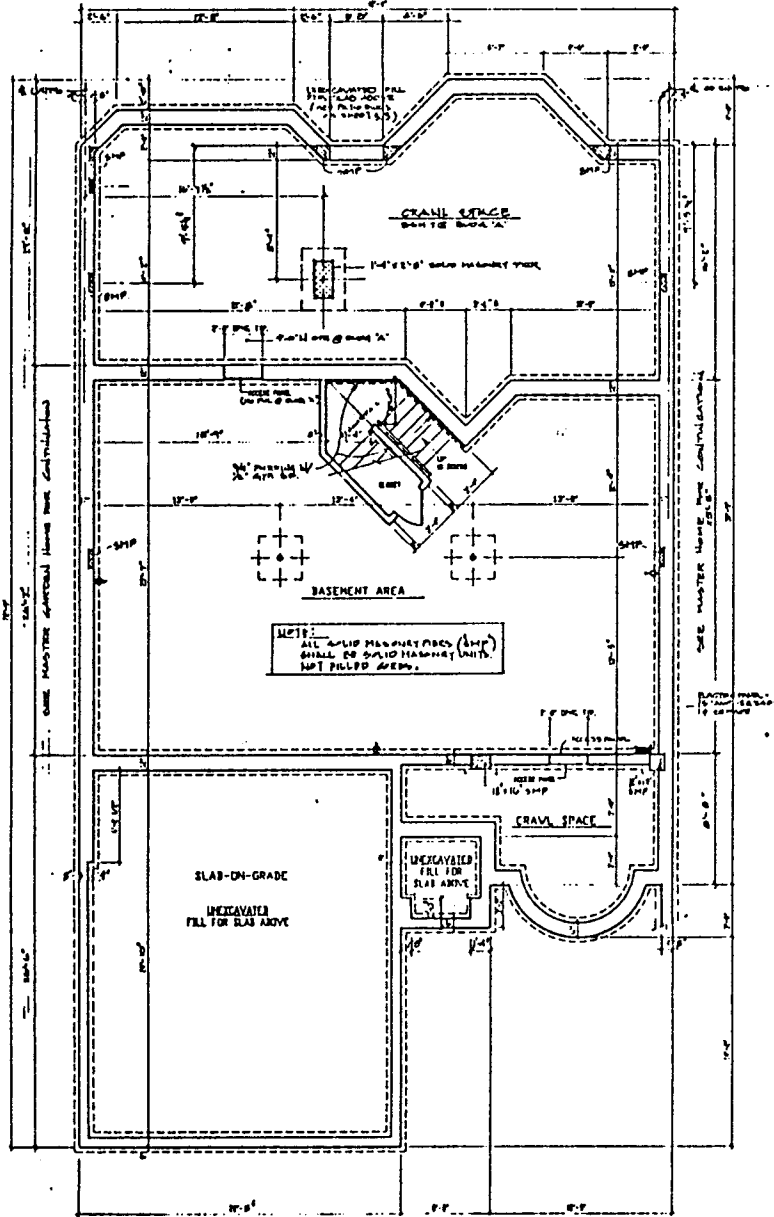
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 PORTAGE LAKES  
 AKRON, OHIO

**4.21**  
 1700-98

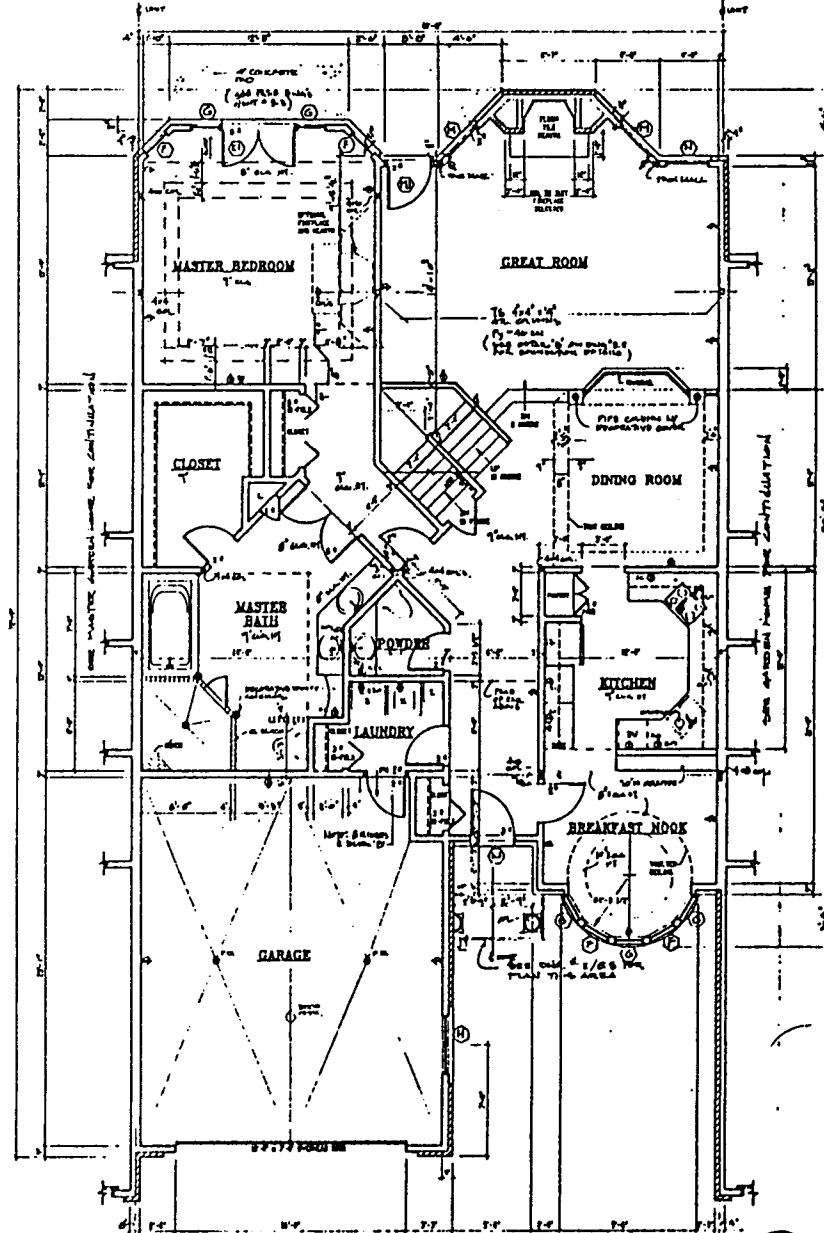


NOTE: NOT TO SCALE

OR1319-205



**BASEMENT PLAN**  
UNIT A-7  
SCALE: 1/4" = 1'-0"



**FIRST FLOOR PLAN**  
UNIT A-2  
SCALE: 1/4" = 1'-0"

○ WINDOW TYPE SPEC  
AND CHECK L.S. PER LOCAL

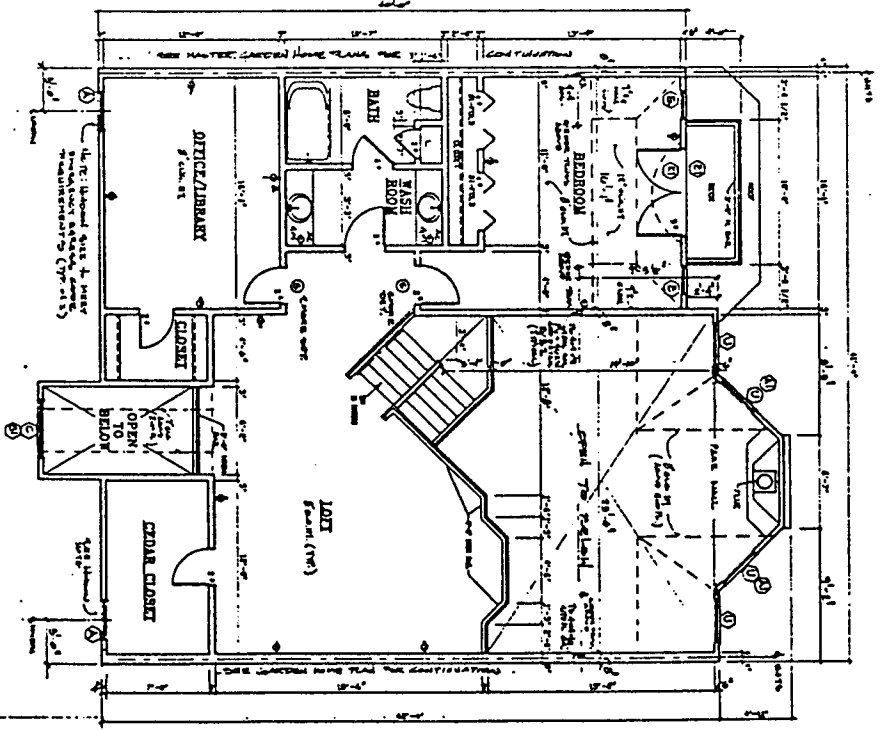
**RONALD W. KOHANSKI A.I.A. ARCHITECT & ASSOCIATES**  
31672-0311

31672-0311  
31672-0311  
31672-0311

DIAMOND SHORES CONDOMINIUMS  
AKRON, OHIO  
PORTAGE LAKES

4.30

NOTE: NOT TO SCALE



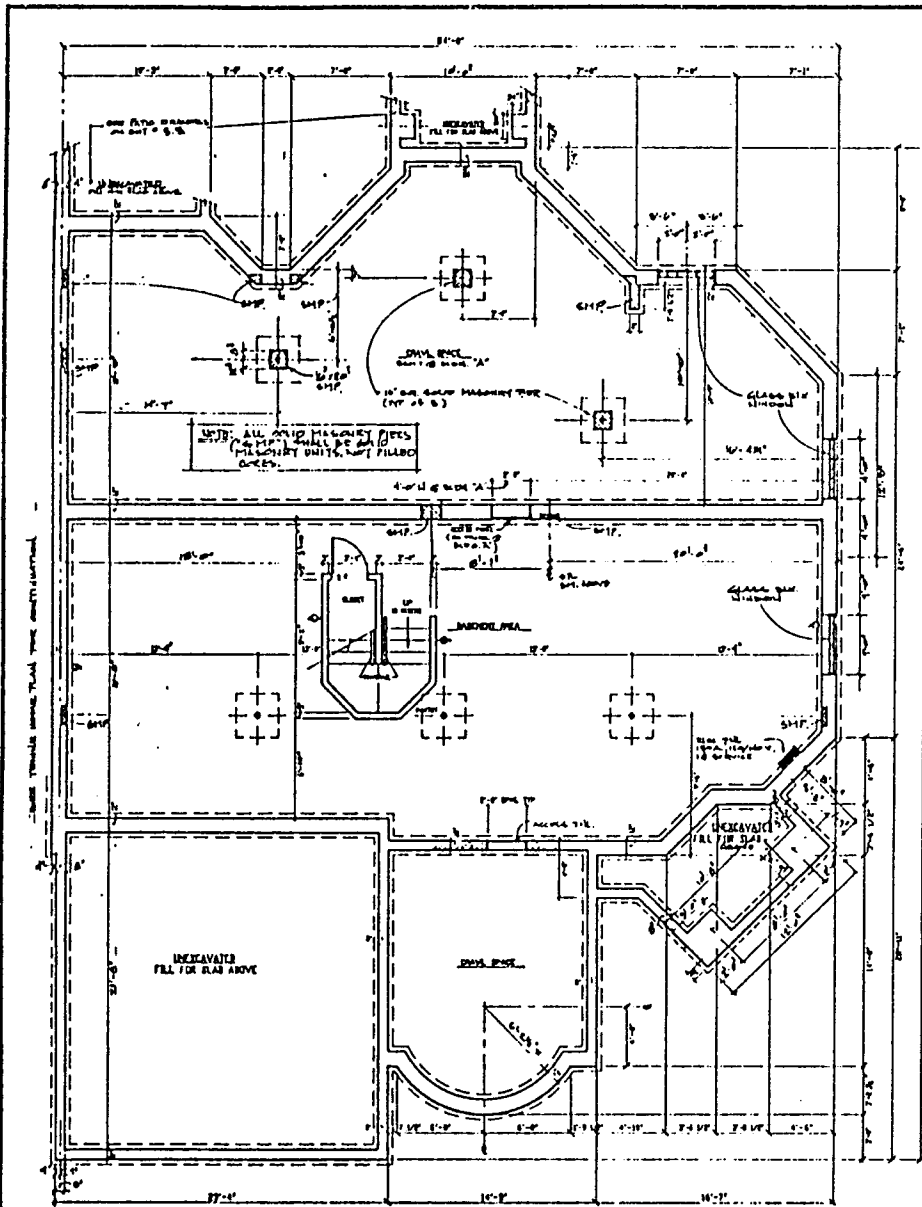
SECOND FLOOR PLAN  
UNIT A-2

UNIVERSITY CITY  
NEW ORIGINAL MEASUREMENTS

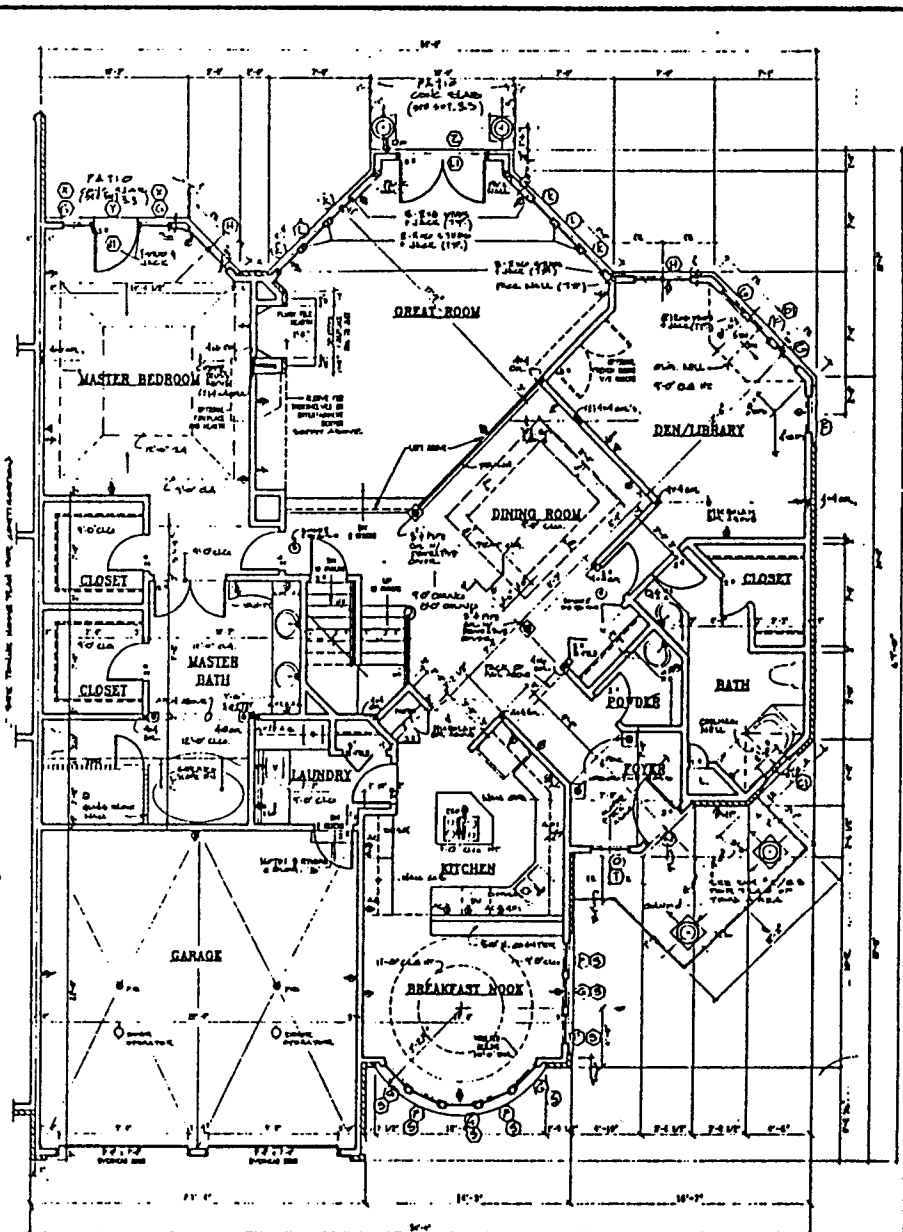
4.31		<b>RONALD W. KOHANSKI A.I.A. ARCHITECT &amp; ASSOCIATES</b> 257 SOUTH COURT STREET MEDINA, OHIO 216/723-0828	
		<b>DIAMOND SHORES CONDOMINIUMS</b> PORTAGE LAKES AKRON, OHIO	

NOTE: NOT TO SCALE

OR1319-207



**BASEMENT PLAN**  
UNIT A-3  
SCALE: 1/4" = 1'-0"



**FIRST FLOOR PLAN**  
UNIT A-3  
SCALE: 1/4" = 1'-0"

**RONALD W. KOHANSKI A.I.A. ARCHITECT & ASSOCIATES**  
317 SOUTH COURT STREET  
WEDONA, OHIO 43085-1939

**DIAMOND SHORES CONDOMINIUMS**  
PORTAGE LAKES  
AKRON, OHIO



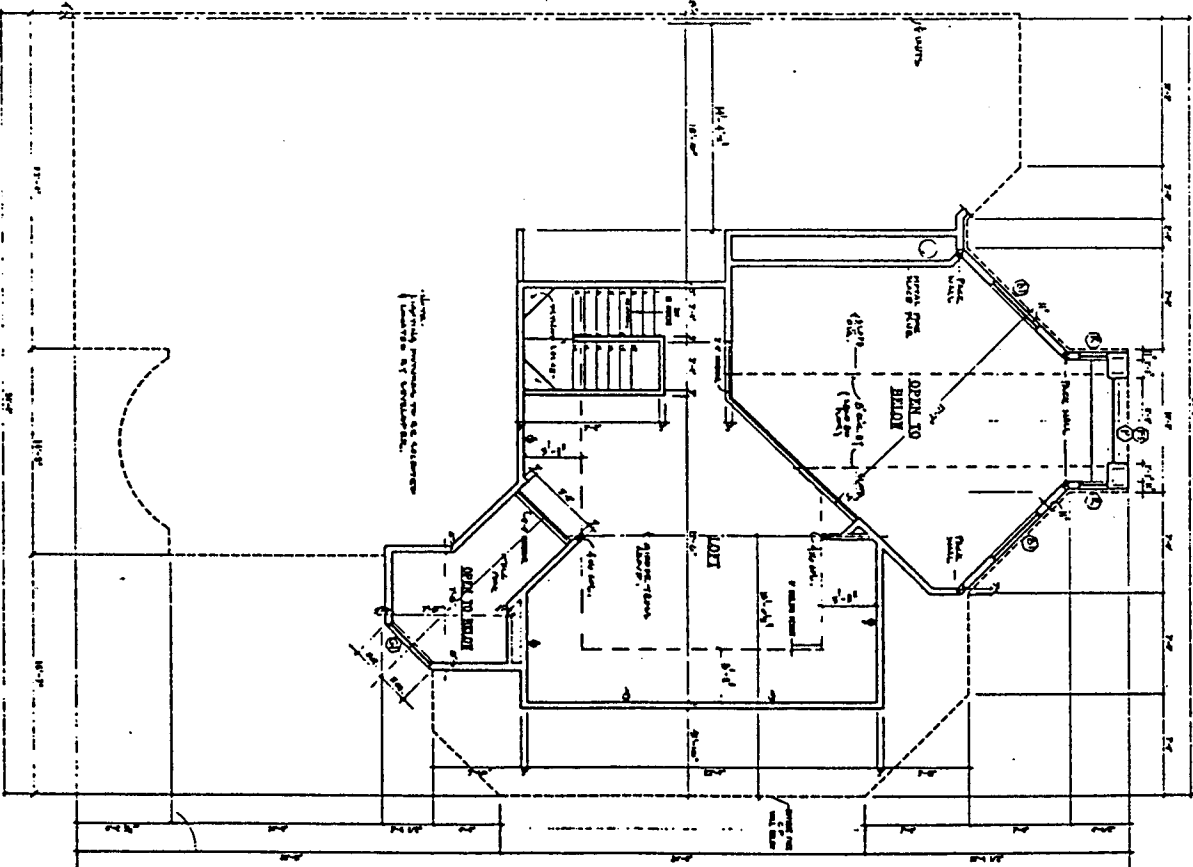
**4.10**

NOTE: NOT TO SCALE

SECOND FLOOR PLAN  
UNIT A-3

SCALE 1/8"=1'-0"

○ SYMBOL TYPED IN PLAIN  
(See notes on the attached drawings)



	<b>RONALD W. KOHANSKI A.I.A. ARCHITECT &amp; ASSOCIATES</b> 237 SOUTH COURT STREET MEDINA, OHIO 216/725-0030		DATE: _____ DRAWN BY: _____ CHECKED BY: _____
	<b>DIAMOND SHORES CONDOMINIUMS</b> PORTAGE LAKES AKRON, OHIO		PROJECT NO.: _____ SHEET NO.: _____

Exhibit F

EASEMENT FOR COMMON PRIVATE DRIVE

[ Attached ]

OR1319 - 209

## Exhibit F

**EASEMENT**

**KNOWN ALL MEN BY THESE PRESENTS, That:**

**WHEREAS, CLARK AND VOLOSEN, INC.**, an Ohio corporation ("Grantor") is the owner of the real property described in Exhibit F-1, attached hereto and incorporated by reference herein; and

**WHEREAS, Grantor** intends to construct upon said property Diamond Shores Condominium to be governed by Diamond Shores Condominium Association ("Grantee") at a future date; and

**WHEREAS, Grantor** has constructed a common private drive which crosses said property, which drive is described in Exhibit F-2, attached hereto and incorporated by reference herein; and

**WHEREAS, it is the intention of Grantor** to avail said common private drive for the purposes set forth below to Grantee, together with any other associations and/or home owners which may be located upon or about said property and which are adjacent to said common private drive, either now or in the future.

**NOW, THEREFORE, for good and valuable consideration** received to its full satisfaction, Grantor does hereby give, grant, bargain and convey to Grantee, for the use and benefit of its members, unit owners, assigns, agents, employees, tenants, visitors, licensees and all other persons using the same for the benefit of any of them, a non-exclusive right and easement in, over and upon the real property described in Exhibit F-2 (or over such property which corresponds to the actual location of the above-mentioned common private drive as such

location may be modified by Grantor) for the purpose of freely passing and repassing on foot or with vehicles, for all lawful purposes incident or proper to the enjoyment of the property described in Exhibit F-1 as residential property.

Grantor reserves unto itself, for the use and benefit of its successors and assigns, agents, employees, visitors and licensees, together with other condominium associations, unit owners and/or home owners which do now or will in the future reside on or about lands adjacent to said common private drive, a perpetual right-of-way and non-exclusive easement over the property described in Exhibit F-2 (or as modified by Grantor) for purposes of freely passing and repassing on foot or with vehicles for all lawful purposes incident or proper to the enjoyment of property adjacent to said common drive as residential property, and for the further purposes of constructing, maintaining and servicing such drive described in Exhibit F-2 and such property described in Exhibit F-1 and installing utilities in said common private drive incidental to development, and further for purposes of ingress and egress onto and across the property described in Exhibit F-1.

A condition of this grant of easement is that Grantee agrees to pay its share of the total costs of construction, maintenance and repair of said common private drive and improvements thereon, which share shall be in the same proportion as the number of condominium units in Diamond Shores Condominium bears the total number of single family or condominium units which are located on the property described in Exhibit F-1.

IN WITNESS WHEREOF, this Easement is executed this 21st day of

APRIL, 1993.

WITNESSED BY:

CORPORATION:

CLARK AND VOLOSEN, INC.

Charles E. Zumkehr  
CHARLES E. ZUMKEHR

By: Melvin H. Clark  
Melvin H. Clark, President

George R. Sarkis  
GEORGE R. SARKIS

STATE OF OHIO            )  
                                  ) SS  
SUMMIT COUNTY         )

I, GEORGE R. SARKIS, a Notary Public in and for said County and State, do hereby certify that CLARK AND VOLOSEN, INC., by Melvin H. Clark, its President, has this day acknowledged the signing and execution of said instrument, for and on behalf of said corporation, and has acknowledged that the same, in all respects, is his free act and deed as such officer and the free act and deed of said corporation.

And I further certify that said Melvin H. Clark is know to me to be the individual and officer described herein and who executed said instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at AKRON, Ohio, this 21st day of APRIL, 1993.

George R. Sarkis  
NOTARY PUBLIC

GEORGE R SARKIS, Attorney-At-Law  
Notary Public State of Ohio  
My commission has no expiration date  
Sec 147 03 R.C



Exhibit F-1

Situated in the City of Green, County of Summit, State of Ohio and known as being part of Section 6, formerly Green Township, and being more completely described as follows:

Commencing at a stone marking the northeast corner of said Section 6.

- 1) Thence S-89d-30'-28"-W along the centerline of Cottage Grove Road, C.H. 226, 60 feet wide, projected westerly a distance of 500.04 feet.
- 2) Thence S-89d-53'-47"-W along the south line of Cottage Grove Allotment a distance of 202.60.
- 3) Thence S-40d-16'-59"-W a distance of 466.71 feet to the place of beginning for the parcel herein described.
  - 1) Thence S-37d-06'-00"-E a distance of 24.70 feet.
  - 2) Thence along a curve bearing to the southwest (radius 437.48 feet, chord bearing S-45d-39'-25"-W, chord distance 78.92, delta 10d-21'-00") an arc distance of 79.03 feet.
  - 3) Thence S-50d-49'-55"-W a distance of 124.08 feet.
  - 4) Thence N-25d-07'-46"-W a distance of 129.60 feet.
  - 5) Thence N-50d-49'-55"-W a distance of 175.52 feet.
  - 6) Thence S-37d-06'-00"-E a distance of 93.99 feet to the place of beginning.

The above described parcel contains 0.5412 acres as Surveyed by Lawrence L. Butterworth, Registered Surveyor No.5916, in March 1993.

OR1319 - 213

## Exhibit F-2

## Egress Ingress Easement

Situated in the City of Green and the Township of Coventry, County of Summit, State of Ohio and known as being part of Section 6, formerly Green Township, and all of sub lots 673, and 674 in the Cottage Grove Allotment #8, as recorded in Plat Book 36, page 60, Summit County Records, being more completely described as follows:

Commencing at a stone marking the northeast corner of said Section 6.

Thence S-89d-30'-28"-W along the centerline of Cottage Grove Road, C. H. 226, 60 feet wide, projected westerly a distance of 402.51 feet to the place of beginning for the easement herein described.

- 1) Thence S-89d-30'-28"-W a distance of 97.53 feet.
- 2) Thence S-89d-53'-47"-W a distance of 2.21 feet.
- 3) Thence N-00d-33'-54"-E a distance of 3.38 feet.
- 4) Thence S-71d-20'-03"-W a distance of 127.52 feet.
- 5) Thence along a curve to the left (radius 124.85 feet, chord bearing S-57d-55'-36"-W, chord 57.90 feet, delta 26d-48'-53") an arc distance of 58.43 feet.
- 6) Thence S-44d-30'-16"-W a distance of 218.84 feet.
- 7) Thence along a curve to the left (radius 285.64 feet, chord bearing S-42d-15'-44"-W, chord 22.35 feet, delta 04d-29'-03") an arc distance of 22.36 feet.
- 8) Thence S-40d-01'-15"-W a distance of 166.61 feet.
- 9) Thence S-44d-03'-42"-W a distance of 29.35 feet.
- 10) Thence along a curve to the right (radius 462.51 feet, chord bearing S-45d-25'-34"-W, chord 87.14 feet, delta 10d-48'-41") an arc distance of 87.27 feet.
- 11) Thence S-50d-49'-54"-W a distance of 124.08 feet.
- 12) Thence N-39d-10'-06"-W a distance of 25.00 feet.

- 13) Thence N-50d-49'-54"-E a distance of 124.08 feet.
- 14) Thence along a curve to the left (radius 437.51 feet, chord bearing N-45d-25'-34"-E, chord 82.43 feet, delta 10d-48'-41") an arc distance of 82.56 feet.
- 15) Thence N-36d-15'-35"-E a distance of 29.41 feet.
- 16) Thence N-40d-01'-09"-E a distance of 166.54 feet.
- 17) Thence along a curve to the right (radius 314.30 feet, chord bearing N-42d-15'-47"-E, chord 24.61 feet, delta 04d-29'-17") an arc distance of 24.62 feet.
- 18) Thence N-44d-30'-20"-E a distance of 274.03 feet.
- 19) Thence along a curve to the right (radius 126.78 feet, chord bearing N-57d-55'-15"-E, chord 58.83 feet, delta 26d-49'-51") an arc distance of 59.37 feet.
- 20) Thence N-71d-20'-11"-E a distance of 108.25 feet.
- 21) Thence N-00d-33'-54"-E a distance of 45.85 feet.
- 22) Thence S-89d-57'-16"-E a distance of 99.00 feet.
- 23) Thence S-00d-09'-19"-W a distance of 102.32 feet to the place of beginning.

The above described easement contains 0.8563 acres as Surveyed by Lawrence L. Butterworth, Registered Surveyor No. 5916 in March, 1993.