

EXHIBIT A

The Muirwood Village
Condominium Owners Association, Inc.
Bylaws

TABLE OF CONTENTS

Article	Page
I GENERAL	1
Section 1. Preliminary Statement of Scope and Effect.....	1
Section 2. Name and Nature of Association.	1
Section 3. Principal Office.....	1
II THE ASSOCIATION	2
Section 1. Membership.....	2
Section 2. Voting Rights.....	2
Section 3. Proxies.....	4
Section 4. Meetings of Members.....	4
Section 5. Actions Without a Meeting.	7
III BOARD OF DIRECTORS	7
Section 1. Board of Directors..	7
Section 2. Number and Qualification.	7
Section 3. Election of Directors; Vacancies.	9
Section 4. Term of Office; Resignations.....	12
Section 5. Board Meetings.....	6
Section 6. Removal of Board Members..	15
Section 7. Regulations.....	15
Section 8. Powers and Duties	15
Section 9. Committees.....	18
Section 10. Fidelity Coverage..	18

Section 11. Compensation	19
IV OFFICERS	19
Section 1. Election and Designation of Officers.....	19
Section 2. Term of Office	19
Section 3. No Compensation to Officers	19
V DUTIES OF OFFICERS	20
Section 1. President.....	20
Section 2. Vice President.....	20
Section 3. Secretary.....	20
Section 4. Treasurer.....	20
Section 5. Assistant and Subordinate Officers.....	21
Section 6. Delegation of Authority and Duties	21
VI INDEMNIFICATION	21
Section 1. Indemnification of Board Members, Officers, and Committee Members	21
Section 2. Advance of Expenses.....	22
Section 3. Indemnification Not Exclusive; Insurance.....	22
Section 4. Directors, Officers, and Committee Members Liability	22
Section 5. Cost of Indemnification.....	23
VII FISCAL YEAR.....	23
VIII ASSESSMENTS	23
Section 1. Determination of Assessments	23
Section 2. Notice of Assessments.....	24
Section 3. Obligation to Pay Assessments.....	24
Section 4. Preparation of Budget, Assessments.	24
Section 5. Year End Financial Summary.....	25
Section 6. Reserve for Contingencies and Replacements.. ..	25
Section 7. Failure to Prepare Annual Budget or Make Current Assessments.	26
Section 8. Books and Records of Association	26

Section 9.	Status of Funds Collected by Association..	27
Section 10.	Annual Review/Audit..	28
IX GENERAL POWERS OF THE ASSOCIATION.....28		
Section 1.	Payments As Common Expenses.....	28
Section 2.	Capital Additions, Alterations, and Improvements.....	30
Section 3.	Special Services.....	31
Section 4.	Association's Rights to Enter Units..	32
Section 5.	No Active Business to be Conducted for Profit..	33
Section 6.	Applicable Laws.....	33
Section 7.	Insured and Licensed Contractors.....	34
Section 8.	Acquisition, Lease, Sale, or Exchange of Real Property	34
Section 9.	Utility Contracts.....	35
X MISCELLANEOUS PROVISIONS.....36		
Section 1.	Non-Waiver of Covenants	36
Section 2.	Agreements Binding	36
Section 3.	Mortgagees	36
Section 4.	Severability	36
Section 5.	Amendments.....	36

AMENDED AND RESTATED BYLAWS
OF
THE MUIRWOOD VILLAGE CONDOMINIUM OWNERS ASSOCIATION, INC.

ARTICLE I

GENERAL

Section 1. Preliminary Statement of Scope and Effect. The within Bylaws are attached to and made a part of the Amended and Restated Declaration of Condominium Ownership for Muirwood Village Condominium. Their purpose is to provide for the establishment and administration 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 Unit Owners or Occupants, or any other Person who might use the facilities of the Condominium Property in any manner, are subject to the covenants, provisions, or regulations contained in the Declaration and these Bylaws, and are subject to any restriction, condition, rule, or regulation adopted by the Association's Board of Directors. 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, constitutes acceptance and ratification of the Declaration and of these Bylaws.

Section 2. Name and Nature of Association. The Association is an Ohio, incorporated, not-for-profit corporation, called "The Muirwood Village Condominium Owners Association, Inc."

Section 3. Principal Office. The Board will designate the place or location of the Association's principal office, which will be on the Condominium Property or at the management company's, if any, location. All Association books and records must be kept at the principal office. If the principal office is a Board member's Unit, upon the expiration of the Board member's term, whether by resignation, removal, or otherwise, the Board member has an affirmative duty and responsibility to contact the succeeding Board member or Association manager, if any, to arrange for the delivery of all Association books and records from the outgoing Board member's Unit to the respective incoming or succeeding Board member or Association manager within ten business days of the change of Board position.

Section 4. Definitions. Unless otherwise stated in these Bylaws, all capitalized terms in these Bylaws have the meaning as defined in the Declaration.

ARTICLE II

THE ASSOCIATION

Section 1. Membership. When a Person acquires title to a Unit, the Person becomes a Unit Owner and automatically becomes an Association member. The membership terminates upon the sale or other disposition by the member of their Unit Ownership, at which time the successor owner of the Unit automatically becomes an Association member.

Section 2. Voting Rights.

(A) **One Vote Per Unit/Good Standing.** There is one voting member for each of the Units comprising the Condominium Property. The maximum total number of votes of all voting members is 228. Each Unit Owner is entitled to one vote per Unit; *however*, a Unit Owner must be in “good standing” to vote on any Association issue or matter other than proposed amendments to the Declaration or Bylaws. “Good standing” means: (1) being not more than 60 days past due in the payment to the Association of any Assessment as of the date of the meeting at which a vote is taken or, if not taken at a meeting, the date a vote is tabulated; and, (2) not being an adverse party to the Association, or the Board, or any Board member (in that member’s capacity as a Board member) in any litigation involving one or more of those parties. A Unit Owner who is delinquent in their payment of any Assessment to the Association but who has entered into a payment plan with the Association that the Board has approved, is a member in good standing as long as the Unit Owner remains fully compliant with the terms of the payment plan. Any provision in the Declaration or these Bylaws requiring the vote and approval of the Association’s voting power means and refers to the Association’s voting power that is in “good standing.” unless specifically stated otherwise.

(B) **Multiple Owners of a Unit.** If more than one Person owns a Unit, they are collectively entitled to cast only one vote exercising the voting power of the Unit; the voting power may not be divided among plural Unit Owners. In the case of plural Unit Ownership of a Unit, or in the case of the Unit owned or held in the name of a corporation, partnership, fiduciary, or nominee, a certificate signed by the Unit Owner(s) must be filed with the Association

naming the Person authorized to cast votes for the Unit, which certificate is conclusive until a subsequent substitute certificate is filed with the Association. If the Certificate is not on file, the vote of the corporation, partnership, fiduciary, or nominee will not be considered nor will the presence of the Unit Owner at a meeting be considered in determining whether the quorum requirements for the meeting have been met. If a Unit is owned by a husband and wife, or other familial relationship, such as parent and child, or brother and sister, as tenants in common, joint tenants, or tenants by the entirety, a certificate is not needed.

Section 3. Voting Methods. Prior to sending the notice for any Association meeting in accordance with Bylaws Article II, Section 5(C), the Board may decide whether voting, including for any Board election, will be conducted before or during the Association meeting, and the voting method(s) to be used. In the absence of an affirmative Board decision, voting will be conducted during the Association meeting. Regardless of the voting method, for Board elections, the Board may adopt voting rules and safeguards to reasonably ensure the secrecy of the ballots are maintained so that individuals can only identify that a Unit Owner has voted, and not how a Unit Owner has voted, while also maintaining the integrity of the voting process to ensure each Unit Owner has only exercised their allotted vote once. The potential voting methods are:

(A) **Voting at Meeting.** If voting is to be conducted during the Association meeting, Unit Owners may vote, act, or execute consents, waivers, or releases in person or by proxy. In addition, if the Board so decides and permits, voting can be conducted through the use of Electronic Voting Technology. Voting via Electronic Voting Technology is considered to be voting at meeting, as if the Unit Owner were physically present.

(B) **Voting Prior to Meeting.** If voting is to be conducted prior to Association meeting, voting may be conducted by regular U.S. mail, by personal delivery, through the use of Electronic Voting Technology, or a combination of those methods.

“Electronic Voting Technology” means an electronic voting system that accurately and securely records the voting Unit Owner’s intent to cast a ballot on a matter in the way identified by the Unit Owner, and provides for the counting of electronic votes submitted, including by means of internet, application, web, virtual, or other electronic technology, as approved by the Board. All matters to be voted on at a

meeting utilizing Electronic Voting Technology must be sent to the Unit Owners no later than the date the meeting notice is sent to the Unit Owners in accordance with Bylaws Article II, Section 5(C).

Section 4. Proxies. The Person(s) appointed as proxy need not be a Unit Owner. A Unit Owner must designate a proxy to vote, act, or execute on their behalf, in writing that the Unit Owner signs and dates, using the proxy form provided or approved by the Board or, if the Board so permits, appointed in another manner as permitted by Ohio law. The Board approved proxy form may provide for the appointment of a proxy for up to, but no more than, five years from the date of the proxy. Proxy designations must also be filed with the Secretary before or at the Association meeting, as the Board so directs, and are revocable at any time by actual notice to the Board by the Unit Owner(s) making the designation. Without affecting any vote, act, or execution previously taken or authorized, the Unit Owner(s) appointing a proxy may revoke a proxy by a later dated appointment of proxy received by the Association or by giving notice of revocation to the Association in writing or at an open meeting.

Section 5. Meetings of Members.

(A) Annual Meeting. The Association's Annual Meeting will be held in the month of September each year, on the date and at the time and place as the Board determines and is stated in the Meeting notice. The Annual Meeting is for the determination of the election of Directors, the consideration of reports to be presented at the Meeting, and the transaction of any other business as is set forth in the Meeting notice.

(B) Special Meetings. Special Association meetings may be held on any business day when called by the President, by a majority of the Board acting with or without a meeting, or by Unit Owners entitled to exercise at least 25 percent of the Association's voting power. Upon written request delivered either in person or by certified mail to the President or the Secretary by any Person(s) entitled to call a special Association meeting, the President or Secretary must set the date, time, and place for the special meeting and cause notice of the meeting to be given to all Unit Owners in accordance with Bylaws Article II, Section 5(C). If the notice is not given within 30 days after the receipt of the request, the Person(s) requesting the special meeting may fix the time of the meeting and give notice of the meeting to all Unit Owners in accordance with Bylaws Article II, Section 5(C). No business other than

that specified in the call and set forth in the notice will be considered at any special meeting. The order of business at each special meeting will be as specified in the notice or agenda for the special meeting. Notwithstanding anything in these Bylaws to the contrary, if the sole purpose of any special meeting is the election of Board members and the election is to be conducted by mail-in ballot in accordance with Bylaws Article III, Sections 3 and 4 below, then, unless otherwise determined by the Board, attendance at that special meeting is limited to the Election Committee, Board members, candidates running for the Board, the community Association manager (if any), and Association legal counsel (if any).

(C) **Notice of Meetings.** Not less than 7 nor more than 60 days before the day fixed for an Association meeting, notice stating the time, place, and purpose of the meeting will be given to all Unit Owners by or at the Secretary's direction or any other Person(s) required or permitted by these Bylaws to give the notice. If attendance by Authorized Communications Equipment will be permitted, the notice will also include the pertinent information that is necessary to allow the Unit Owner to participate in the meeting by Authorized Communications Equipment. The notice will be given to each Unit Owner of record as of the day next preceding the day on which notice is given, in any manner or method as permitted by Ohio law and the Declaration. Notice of the time, place, and purpose(s) of any meeting of the Association's Unit Owners may be waived in writing, either before or after the holding of the meeting, by any Unit Owner, which writing will be filed with or entered upon the records of the meeting. The attendance of any Unit Owner at a meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice is a waiver by the Unit Owner of notice of the meeting.

(D) **Quorum; Meeting Attendance.**

(i) **Quorum.** The Unit Owners representing at least 25 percent of the Association's voting power in good standing and who are present, in person or by proxy, constitute a quorum for any Association meeting. Under no circumstance, however, can any action required by law or by the Declaration or Bylaws be authorized or taken by Unit Owners entitled to exercise a designated proportion of the voting power, be authorized or taken by a lesser proportion.

(ii) Meeting Attendance. All Association meetings must be held physically in-person, which includes the use of proxies; except, however, when any local, State, or Federal law, order, or other requirement prohibits in-person meetings or gatherings, then in that event, a meeting may be held, in part or in whole, by Authorized Communications Equipment, as the Board so determines. If the Board so determines, Unit Owners, which includes proxyholders for purposes of this Bylaws Article II, Section 5, who are not physically present at a meeting may attend the meeting by the use of Authorized Communications Equipment as approved by the Board that enables the Unit Owners to vote on matters during the meeting, including an opportunity to read or hear the proceedings of the meeting, participate in the proceedings as and when recognized by the Chair of the meeting, and contemporaneously communicate with the persons who are physically present at the meeting. Any Unit Owner who uses Authorized Communications Equipment is deemed to be present in person at the meeting. The Board may adopt procedures and guidelines for the use of Authorized Communications Equipment in connection with an Association meeting to permit the Association to verify that a Person is a Unit Owner or proxyholder and to maintain a record of any vote or other action taken at the meeting.

(E) Adjournment. Unit Owners entitled to exercise a majority of the voting power at an Association meeting, may adjourn the meeting to another date. Notice of the rescheduled, continued, or adjourned meeting need not be given if the date, time, and location to which the meeting is rescheduled, continued, or adjourned to are fixed and announced at the meeting.

(F) Conduct and Order of Business. The Board may adopt Rules for the conduct of Association meetings, including procedures and guidelines for the use of Authorized Communications Equipment, such as when meeting participants can speak and when participants can be muted, and, if permitted by the Board under Bylaws Article II, Section 3, the process and requirements for voting by mail-in ballot or Electronic Voting Technology. The order of business at all Association Annual Meetings is as follows:

- (1) Calling of meeting to order;
- (2) Proof of notice of meeting or waiver of notice;

- (3) Consideration of minutes of preceding meeting, in accordance with Bylaws Article II, Section 5(G) below;
- (4) Reports of officers;
- (5) Reports of committees;
- (6) Appointment of inspectors of election by meeting chair;
- (7) Election of Directors;
- (8) Unfinished and old business;
- (9) New business; and,
- (10) Adjournment.

(G) **Minutes of the Meetings.** Minutes will be taken at all Association meetings. At the first regular Board meeting after an Association annual or special meeting, the Board will review and approve the minutes for the Association meeting. Copies of the approved minutes will be available for inspection by Unit Owners upon reasonable request at the office of the Association, or as kept by the Secretary. Association minutes approved by the Board may be amended or modified with the approval of a majority of the Unit Owners in attendance, by person or proxy, at the next Association meeting at which a quorum is established.

Section 6. Actions Without a Meeting. All actions, except removal or election of a Board member, which may be taken at an Association meeting, may be taken without a meeting with the approval of, and in writing or writings signed by, Unit Owners having the percentage of voting power required to take the action as if it had been taken at a meeting. The writings will be filed with the Secretary.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Board of Directors. The Board constitutes for all purposes the Board of Directors, referred to and provided for under Chapter 5311.

Section 2. Number and Qualification. The Board will consist of five persons. Each Board member must:

- (A) be a Unit Owner, or the spouse of a Unit Owner;
- (B) be a member in good standing;

- (C) not have a felony conviction for any crime pertaining to finances (such as, dishonesty, fraud, or theft) or personal injury to others (such as, assault, battery, or sexual imposition) within 10 years of their election or appointment to the Board;
- (D) be qualified to be bonded or insured by the Association's insurance or bonding company for the purposes of Bylaws Article III, Section 12; and,
- (E) agree to, sign, and abide by any code of conduct or code of ethics (or both) that the Board has and may adopt and amend from time to time.

If a Unit Owner is not an individual, that Unit Owner may nominate for the Board any principal, member of a limited liability company, partner, officer, or current employee of that Unit Owner who occupies the Unit. If a Unit is owned by a trust, the trustee or a named trust beneficiary who occupies the Unit may be nominated to serve on the Board. The majority of the Board will not consist of Unit Owners or representatives from the same Unit unless authorized by a resolution adopted by the Board of Directors prior to the Board majority being comprised of Unit Owners or representatives from the same Unit.

Section 3. Nominations for Election of Directors. Only persons qualified in accordance with Bylaws Article III, Section 2 may be nominated for election to serve on the Board. Nominations for election to serve on the Board must be made as follows:

(A) **Election at Meeting.** If, as the Board so determines, the election of Board members will take place at and during the Annual Meeting or special election meeting, only persons nominated as candidates during the Annual Meeting or special meeting are eligible for election as Board members. Nominations can be made in-person during the meeting or by written or electronic nomination submitted by the Unit Owner desiring to run for the Board to the Board Secretary or other person the Board so designates.

(B) **Elections Prior to Meeting.** If, as the Board so determines, the election of Board members will take place prior to the Annual Meeting or special election meeting by mail-in ballot, which includes personal delivery, or the use of Electronic Voting Technology, the following further applies:

- (i) A call for nominations to the Board must be sent to

all Unit Owners at least 60 days prior to the Annual Meeting or other Association meeting scheduled for the election (“scheduled election meeting”) of one or more Board members. The call for nominations will specify the meeting date, time, and place, and will include the number of positions open for election, their respective terms and the qualifications necessary to serve.

(ii) Any qualified person as defined in Bylaws Article III, Section 2 or any current Board member whose term will expire as of the date of the scheduled election meeting, who desires to be a candidate for election to the Board, must submit an electronic or written, signed nomination at least 10 days in advance of the scheduled election meeting. The candidate may also include a biographical information sheet, no larger than 8 ½ by 11 inches.

(iii) The list of nominees, and biographical information sheets, if any, will be sent to the Unit Owners at least 7 days prior to the date of the scheduled election meeting. If the list of nominees is not sent 7 days or more before the date of the scheduled election and if there are more candidates than the number of vacancies on the Board, the Board must reschedule the election meeting to a new date that is no less than 7 days, but no more than 20 days, from the date the list of nominees is sent to the Unit Owners.

(iv) The number of nominees must at least equal the number of vacancies on the Board that are to be filled. If there are fewer nominees than vacancies, the Board must nominate additional member(s) to be elected prior to the ballots being sent to the members so that there are, at all times, a sufficient number of nominees to fill all Board vacancies that are up for election.

Section 4. Election of Directors.

(A) **Election at Meeting.** Unit Owners present, in person or by proxy, may vote for the election of Board members at each Association Annual Meeting, but when the Annual Meeting is not held or Board members are not elected at the Annual Meeting, Unit Owners may vote for Board members to

be elected at a special meeting called and held for that purpose. However, a proxyholder cannot vote through the use of Authorized Communications Equipment. Each Unit Owner may vote for as many candidates as there are vacancies in the Board however caused. In cases of a tie, the winner will be determined by lot or flip of a coin by the Chair.

(B) Elections Prior to Meeting. If the election is to take place by electronic or written ballot, the following applies:

(i) Ballots or instructions for voting by Electronic Voting Technology must be sent to Unit Owners along with the list of nominees in accordance with Bylaws Article III, Section 4(B). If mail-in ballots are to be used, the ballots may be sent with dual return envelopes.

(ii) Ballots or the Electronic Voting Technology instructions will identify the number of Director positions open for election and will include each of the names of the nominated candidates. For mail-in ballots, if dual return envelopes are provided, the outside envelope must be signed by the voting Unit Owner(s) and will be used both as a record of receipt of the ballot and to determine quorum. If the outside envelope is not signed, the ballot contained in the inside envelope will not be counted.

(iii) Ballots must be returned, within the dual envelopes, or if Electronic Voting Technology is used, cast by the date and time the Board determines as specified in the meeting notice, but in no event later than the calling to order of the scheduled election meeting. Each Unit Owner may vote for as many candidates as there are vacancies in the Board however caused.

(iv) Prior to the commencement of the scheduled election meeting, the Board must appoint an Election Committee consisting of at least three persons, at least two of whom must be Unit Owners, but none of whom may be related to any nominee or a resident of a Unit owned by any nominee. If mail-in ballots are used, the Election Committee is responsible for verifying the outside envelopes are signed (if dual return

envelopers are provided), opening of the inner ballot envelopes, counting of all ballots, verifying the results of the election, and providing such results to the Chair of the meeting to announce prior to the end of the scheduled election meeting. The Board will adopt a procedure used by the Election Committee to verify that no more than one vote per Unit has been cast and to ensure that the ballot counting is done in a manner that ensures the vote of any Unit Owner is not disclosed to anyone, including the Election Committee. The Election Committee may commence with the opening of envelopes and counting of votes when the scheduled election meeting is called to order.

(v) Ballots, including those submitted by Electronic Voting Technology, received subsequent to the deadline set forth in the meeting notice, or if no deadline is set forth in the meeting notice then subsequent to the calling to order of the scheduled election meeting will be held invalid.

(C) **Determination of Election.** Based on the number of Board positions to be filled, the candidates receiving the votes of Unit Owners entitled to exercise the greatest number of votes will be elected to the Board. In cases of a tie, the winner will be determined by lot or flip of a coin by the Chair. Cumulative voting is not permitted.

Section 5. Vacancies. The office of a Board member who resigns or who ceases to be qualified to serve as a Board member, automatically and immediately becomes vacant. The remaining Board members, though less than a majority, may, by a vote of a majority of their number, fill any vacancy for the unexpired term by appointing a Unit Owner as the Board so chooses within 30 days of the effective date of the vacancy. However, if the Board does not fill a vacancy within the first 15 days from the effective date of the vacancy, the Board must then send notice to every Unit Owner of the Board vacancy for the purpose of soliciting volunteers to fill the vacancy. If the Board does not fill the vacancy within 30 days of the effective date of the vacancy, the Board must call a special Association meeting for the purpose of electing a Unit Owner to fill the vacancy, with the special Association meeting, if needed, taking place no more than 60 days from the effective date of the vacancy. Notwithstanding anything to the contrary above, if the Annual Meeting is less than 60 days from the effective date of the vacancy, the Board may decide to allow Unit

Owners to fill the vacancy at the Annual Meeting in lieu of calling a separate special Association meeting.

Section 6. Term of Office; Resignations. Unless elected to fill a Board vacancy, Board members will be elected to serve two-year staggered terms, thereby maintaining a 3-2 rotation. Each Board member holds office until the expiration of their designated term and until their successor is elected, or until their 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 by a writing to that effect delivered to the Secretary; the resignation will take effect immediately, or at such other time as the Board member may specify.

Section 7. Board Meetings.

(A) **Organizational Meetings.** Immediately after each Annual Meeting of the Association, or any special meeting for the election of one or more Board members, the newly elected Board members and those Board members whose terms hold over, will hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of the organizational meeting need not be given.

(B) **Regular Meetings.** Regular meetings of the Board may be held at the times and places as is determined, from time to time, by a majority of the Board, but at least eight regular meetings will be held during each fiscal year, with no more than one regular meeting held per calendar month. Notice of each meeting will be given in accordance with Bylaws Article III, Section 7(D).

(C) **Special Meetings.** Special meetings of the Board may be held at any time, after notice in accordance with Bylaws Article III, Section 7(D), upon call by the President or a majority of the other Board members.

(D) **Notice of Meetings.** Notice of the date, time, place, and purpose(s) of each Board meeting will be given to each Board member by or at the direction of the Secretary or by the Person(s) calling the meeting. The notice may be given in any manner or method as permitted by Ohio law and the Declaration, and in time so that the Board member receiving it may have a reasonable opportunity to attend the meeting. The notice will, in all events, be deemed to have been proper if given to each Board member at least 48 hours

prior to the meeting. The giving of notice is deemed to be waived by any Board member who attends and participates in that meeting and may also be waived in writing, including by electronic mail, by any Board member either before or after that meeting. Unless otherwise indicated in the notice for the meeting, any business may be transacted at any organizational, regular, or special Board meeting.

(E) Conduct of Board Meetings. Board meetings are subject to the following:

(i) Unit Owners do not have a right to participate in any Board meeting; however, if a Unit Owner submits a written, including electronic, request to the Board, through the management company or, if no management company, the Board Secretary, at least five business days before the date of the next regular Board meeting, the Unit Owner may be granted a reasonable amount of time, as set by the Board, to make a statement to the Board. In addition, the Board can permit comments from the floor after the adjournment or other conclusion of the Board meeting.

(ii) The Board is not required to hold Board meetings in a place large enough to accommodate Unit Owners other than the Board members.

(iii) Attendance at regular Board meetings is subject to any Regulations as the Board may adopt, which may include the right to preclude a Unit Owner from attending any Board meeting if the Unit Owner is not in good standing or fails to comply with the Regulations for attendance and participation at a Board meeting.

(iv) The Board may meet in a closed executive session to consider actions the Board deems sensitive or confidential, including actions involving: (a) Association personnel; (b) pending or threatened litigation; (c) contract negotiations; (d) enforcement actions; (e) matters involving the invasion of privacy of individual Unit Owners; or, (f) matters that are to

remain confidential by request of the affected parties and agreement of the Board.

(v) Conference or working sessions of the Board at which no binding decisions are made or reached are not “meetings.” Minutes of conference or work sessions are not to be taken or kept.

(vi) Any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, as long as each Board member can hear (or simultaneously read if in electronic format, e.g. internet chat room), participate, and respond to every other Board member. The Board may, but is not required to, permit Unit Owners to listen to or view any Board meeting held, in part or in whole, by electronic or telephonic communication.

(F) **Meeting Agenda.** The President will establish the agenda for each Board meeting, which agenda may be modified, in whole or in part, by a majority vote of the Board members present at the Board meeting.

(G) **Quorum; Adjournment.** A majority of the Board members in office and present at a meeting constitutes a quorum for the transaction of business. Whenever less than a quorum is present at the time and place appointed for any Board meeting, a majority of those present may adjourn the meeting from time to time until a quorum is present. At each meeting of the Board at which a quorum is present, all questions and business will be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these Bylaws.

(H) **Meeting Minutes.** Minutes will be taken at or for all Board meetings. Except for meeting minutes taken during closed executive sessions, the Board either will post meeting minutes electronically on an Association website or other area for Unit Owner access and review or, if no electronic posting is made, will make the minutes available for inspection by Unit Owners, upon reasonable request, at the Association’s office, or as kept by the Secretary.

(D) **Actions Without a Meeting.** In lieu of conducting a meeting, the Board may take action with the unanimous written consent of the Board members, which written consent may be in electronic form, including by electronic mail or other Authorized Communications Equipment. Those written consents will be filed with the Board meeting minutes at the next Board meeting.

Section 8. Removal of Board Members.

(A) **By the Board.** The Board may remove any Board member and thereby create a vacancy in the Board, if the Board member: (i) has been found to be of unsound mind by order of court; (ii) files for bankruptcy or has been adjudicated bankrupt; (iii) is physically incapacitated; (iv) fails to attend three regular Board meetings in a 12 month period; (v) is no longer in good standing; or, (vi) no longer meets any other qualification requirement set forth in Bylaws Article III, Section 2. The Board may appoint any qualified (as defined in Bylaws Article III, Section 2) Unit Owner to fill the vacated Board position for the remainder of the unexpired term.

(B) **By the Association.** At any duly called Association meeting, any one or more of the Board members may be removed with or without cause by the vote of Unit Owners entitled to exercise at least 75 percent of the Association's total voting power, and a successor(s) to the Board member(s) so removed may be elected at the same meeting for the unexpired term for each removed Board member. Any Board member, whose removal has been proposed, has an opportunity to speak and be heard at the meeting prior to the vote of their removal.

Section 9. Regulations. For the government of its actions, the Board may adopt Regulations consistent with the Declaration and these Bylaws. The Board may also adopt Regulations for the conduct of any Association meeting, including the Annual Meeting, such as, by way of example, Roberts Rules of Order.

Section 10. Powers and Duties. Except as otherwise provided by law, the Declaration, or these Bylaws, the Board will exercise all power and authority of the Association. The Board is responsible for the reasonable maintenance, repair, and replacement of the Common Elements. In carrying out the purposes of the Condominium Property and subject to the limitations prescribed by law, the Declaration, or these Bylaws, the Board, for and on behalf of the Association, may:

(A) subject to Bylaws Article IX. Section 10. 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) acquire, encumber, and convey or otherwise transfer personal property;

(C) hold in the name of the Association any real property and personal property acquired in accordance with these Bylaws;

(D) make contracts and incur liabilities relating to the operation of the Condominium Property; however, for any contract for goods or services that will cost an amount equal to or more than 50 percent of that year's annual budget (including reserve contributions), the Board must have the proposed contract reviewed by the Association's legal counsel prior to authorizing the execution of the contract on the Association's behalf;

(E) obtain insurance;

(F) borrow money, assign the Association's right to future income, including the right to receive Assessments, insurance proceeds, and other income or compensation, and issue, sell, or pledge notes, bonds, or other evidences of indebtedness of the Association as collateral for any monies borrowed, and execute related documents; however, for any loan in excess of 10 percent of the annual budget (including reserve contributions) in the year the loan is obtained, the prior approval of Unit Owners entitled to exercise at least a majority of the Association's voting power present at an Association meeting, or, if in writing outside of a meeting, the prior approval of Unit Owners entitled to exercise at least a majority of the Association's total voting power, must be obtained;

(G) levy Assessments against Unit Owners;

(H) commence, defend, intervene in, settle, or compromise any civil, criminal, land use planning, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners, impacts zoning, or otherwise relates to matters affecting the Condominium Property;

(I) employ a managing agent to perform those duties and services as the Board may authorize, with each management contract to be reviewed by the Association's legal counsel (if any); however, the Board must have any proposed management contract reviewed by the Association's legal counsel prior to authorizing the execution of the contract on the Association's behalf;

(J) adopt and promulgate Rules, by written notice to the Unit Owners, as the Board deems advisable for the maintenance, conservation, and beautification of the Condominium Property, for the health, comfort, safety, and general welfare of the Unit Owners and Occupants, to govern the operation and use of the Condominium Property or any portion thereof, to regulate the use or occupancy of Units, or to regulate the maintenance, repair, replacement, modification, and appearance of Units and Limited Common Elements when the actions regulated by those Rules affect Common Elements or other Units, and to establish a procedure for levying and collecting reasonable enforcement Assessments for any infractions of the Rules or any covenant, condition, restriction, or responsibility of the Declaration or these Bylaws. In the event the Rules conflict with any provisions of the Declaration or these Bylaws, the provisions of the Declaration and these Bylaws will govern;

(K) impose interest and late charges for the late payment of Assessments, impose returned check charges, and, in accordance with the requirements of the Declaration and Ohio law, impose reasonable enforcement Assessments for violations of the Declaration, these Bylaws, and the Rules, and reasonable charges for damage to the Common Elements or other property;

(L) adopt and amend Rules that regulate the collection of delinquent Assessments and the application of payments of delinquent Assessments;

(M) impose reasonable charges for preparing, recording, or copying the Declaration and Bylaws, amendments to the Declaration, resale certificates, or statements of unpaid Assessments;

(N) hire and fire attorneys, accountants, and other independent contractors and employees the Board determines are necessary or desirable in the management of the Condominium Property and the Association;

(O) invest excess funds in investments that meet standards for fiduciary investments under Ohio law; and,

(P) do all things permitted by law, including permitted by Chapter 5311, and exercise all power and authority within the purposes stated in the Declaration or incidental thereto.

Section 11. Committees. The Board may, by resolution, provide for executive, standing, or special committees as it deems desirable, and discontinue the same at its pleasure. Each committee has the powers, if any, and may perform the duties, not inconsistent with law, as the Board delegates to the committee. Each committee will keep full records and accounts of its proceedings and transactions. Each committee will report to the Board on any action taken at the Board's meeting next succeeding that action and is subject to the Board's control, revision, and alteration, as long as no rights of third Persons are prejudicially affected. Each committee will fix its own rules of procedure and will meet as provided by those rules or by Board direction, and it will also meet at the call of the President, the Chair of the committee, or of any two committee members. The provisions of Bylaws Article III, Section 7(D), relating to the notice required to be given of Board meetings, also apply to meetings of each committee. A majority of the committee is necessary to constitute a quorum. The Board may add any person to a committee and remove any committee member, with or without reason, as the Board so determines. Vacancies in any committee will be filled by the Board or as it may provide.

Section 12. Fidelity Coverage. Anyone handling or responsible for Association funds, including Board members, officers, employees, and managing agents, if any, must furnish or otherwise be covered by reasonable fidelity bonds or dishonesty insurance. The Association will pay the premiums on the bond(s) or insurance as a Common Expense. The Board will determine the appropriate amount of the bond or insurance taking into account the cost of the bond or insurance, the maximum amount of funds held by the Association during the fiscal year, and the requirements of the Federal National Mortgage Association, the

Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration, or similar institutions.

Section 13. Compensation and Conflict of Interest. While serving on the Board, the Board members cannot receive any salary or compensation for their services. Any Board member, however, may be reimbursed for their actual expenses incurred in the performance of their duties, as solely determined by the remaining Board members. If any Board member, Board member's spouse, immediate family member (defined as any parent, child, or sibling of the Director), employer or company, or any Occupant of the Board member's Unit, seeks to be retained to perform services for the Association for compensation, the respective Board member must disclose the conflict of interest and completely abstain from the Board's decision making process. If a majority of the Board members have a financial interest in the particular matter, the Board must submit the matter to the Unit Owners for approval by a majority vote of the disinterested Unit Owners.

ARTICLE IV

OFFICERS

Section 1. Election and Designation of Officers. The Board will elect a President, Vice President, Secretary, and Treasurer, each of whom must be a Board member. Any two offices may be held by the same person, except that the same Board member cannot be both President and Vice President at the same time, and no officer can execute, acknowledge, or verify any instrument in more than one capacity.

Section 2. Term of Office. The officers of the Association hold office during the pleasure of the Board, and unless sooner removed by the Board, until the organizational meeting of the Board following the date of their election and until their successors are chosen and qualified. The Board may remove any officer at any time, with or without cause, by a majority vote of the Directors then in office. The Board may fill any vacancy in any office, however created.

Section 3. No Compensation to Officers. None of the officers of the Association will receive compensation for their services as officers.

ARTICLE V

DUTIES OF OFFICERS

Section 1. President. The President is the Association's chief officer, and will exercise general executive supervision over the Association's business and affairs and over its several officers, subject, however, to the Board's control. The President will preside at all Association and Board meetings, which power the President may assign or delegate as the President so decides. The President may execute all authorized deeds, contracts, and other obligations of the Association and has all the powers and duties prescribed by Chapter 5311. The President also has any other authority and will perform any other duties as the Board may from time to time assign to the President or otherwise provided for in the Declaration or in these Bylaws.

Section 2. Vice President. The Vice President will perform those duties as are conferred upon the Vice President by these Bylaws or as may from time to time be assigned by the Board or the President. At the request of the President, or in the President's absence or disability, the Vice President will perform all the duties of the President, and when so acting has all the power of the President with like authority of the President.

Section 3. Secretary. The Secretary will keep minutes of all the proceedings of the members of the Association and of the Board and will make proper record of the same, which will be attested by the Secretary; has authority to execute all deeds, contracts, and other obligations of the Association requiring the Secretary's signature; will keep the books as may be required by the Board; and will perform any other further duties as may from time to time be assigned by the Board.

Section 4. Treasurer. The Treasurer has general supervision of all finances; the Treasurer will receive and have charge of all money, bills, notes, documents, and similar property belonging to the Association, and will do with the same as the Board may from time to time require. The Treasurer will keep or cause to be kept adequate and correct financial accounts of the Association's business transactions, including accounts of its assets, liabilities, receipts, expenditures, profits, and losses, together with any other accounts as may be required, and hold the same open for the inspection and examination of the Board;

and the Treasurer will perform any other duties as from time to time may be assigned by the Board.

Section 5. Assistant and Subordinate Officers. The Board may appoint assistant and subordinate officers as it may deem desirable. Each officer will hold office as the Board so determines, and perform the duties as the Board may prescribe. The Board may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation, if any.

Section 6. Delegation of Authority and Duties. In the absence of any officer of the Association, or for any other reason as the Board may desire, the Board may delegate the powers or duties, or any of them, of the officers as set forth in this Bylaws Article V, to any other officer or to any Board member or the Association's managing agent, if any, lawyer, accountant, or other professional as the Board so decides. In addition, the Board is generally authorized to control the action of the officers and to require the performance of duties in addition to those mentioned above.

ARTICLE VI

INDEMNIFICATION

Section 1. Indemnification of Board Members, Officers, and Committee Members. The Association must indemnify and defend (as provided below): (1) any current or former Director, (2) any current or former Association officer, (3) any current or former Association committee member, or (4) any of said Director's, officer's, or committee member's respective heirs, executors, and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties, or amounts paid in settlement, actually and necessarily incurred by them in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, derivative or third party, to which they are or may be made a party by reason of being or having been a Director, officer, or committee member provided it is determined, in the manner set forth below, that (i) the Director, officer, or committee member was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of their duty to the Association; (ii) the Director, officer, or committee member acted in good faith in what

they reasonably believed to be in, or not opposed to, the Association's best interest; (iii) in any criminal action, suit, or proceeding, the Director, officer, or committee member had no reasonable cause to believe that their conduct was unlawful and is not convicted of theft or other theft related crime, including larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any such theft related crime; and (iv) in case of settlement, the amount paid in the settlement was reasonable.

The above determination required will be made by written opinion of independent legal counsel the Board chooses. Notwithstanding the opinion of legal counsel, to the extent that a Director, officer, or committee member is successful in defense of any action, suit, or proceeding, or in the defense of any claim, issue, or matter, as the Board so verifies, they will, in that event, be indemnified and reimbursed for any costs and expenses, including legal fees, incurred in that defense. Any defense the Association provides will be by legal counsel the Association's insurance carrier selects or, if not selected by the Association's insurance carrier, a majority of the Directors excluding the accused or threatened Director(s). If a majority of the Directors cannot agree on legal counsel or if all the Directors are accused or threatened in any action, the Board will appoint a special committee of three Unit Owners to select legal counsel to defend the Directors.

Section 2. Advance of Expenses. The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay the amounts.

Section 3. Indemnification Not Exclusive; Insurance. The indemnification provided for in this Bylaws Article VI is not exclusive, but is in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws, or Rules, any agreement, any insurance provided by the Association, the provisions of Ohio Revised Code Section Chapter 1702 and its successor statutes, or otherwise. The Association must purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against them or incurred by them in that capacity or arising out of their status as a Director, officer, or committee member.

Section 4. Directors, Officers, and Committee Members Liability. The Association's Directors, officers, and committee members are not personally liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for

their own individual willful misconduct or bad faith. The Association's and Unit Owners' indemnification includes all contractual liabilities to third parties arising out of contracts made on the Association's behalf, except with respect to any contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Every contract or agreement approved by the Board and made by any Director, officer, or committee member is made only in that Director, officer, or committee member's capacity as a representative of the Association and has no personal liability under the contract or agreement (except as a Unit Owner).

Section 5. Cost of Indemnification. Any sum paid or advanced by the Association under this Bylaws Article VI constitutes a Common Expense. The Board has the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Bylaws Article VI. However, the liability of any Unit Owner arising out of the contract made by a Director, officer, or committee member, or out of the aforesaid indemnity in favor of that Director, officer, or committee member, is limited to the proportion of the total liability as the Unit Owner's Ownership Interest bears to the total Ownership Interest of all the Unit Owners in the Common Elements.

ARTICLE VII

FISCAL YEAR

The fiscal year of the Association ends 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

ASSESSMENTS

Section 1. Determination of Assessments. The Board will fix and determine the sum(s) necessary and adequate for the Common Expenses of the Condominium Property. Common Expenses include expenses for the operation, insurance, maintenance, repair, or replacement of the Common Elements, and other parts of the Condominium Property as provided for in the Declaration, the carrying out of the Association's powers and duties, the items enumerated in Bylaws Article IX, and any other expenses designated from time to time by the Board as Common Expenses. The Board is specifically empowered on the Association's behalf to

prepare, establish, and approve the annual operating budget and enforce the collection of the Common Assessments; and to maintain, repair, and replace the Common Elements.

Section 2. Notice of Assessments. Within 30 days after the Board has determined the amount of any Assessment, a notice of the Assessment will be given or presented to each of the affected Unit Owners. All Assessments are payable to the Association and, upon request, the Association will give a receipt for each payment made.

Section 3. Obligation to Pay Assessments. Each Unit Owner must pay their proportionate share of the Common Expenses as assessed against the Unit Owners, the share of each to be in the same ratio as their Ownership Interest. Payment of any other Assessment will be made in the amounts and at the times as the Board determines. The obligation to pay any Assessment is a separate and independent covenant on the part of each Unit Owner. No diminution or abatement of Assessments or set-off will be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under the Declaration or these Bylaws, or for inconvenience, discomfort, or dislocation arising from the making of repairs or improvements that are the Association's responsibility or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 4. Preparation of Budget, Assessments. The Board will, on or before the first day of the month prior to the end of the fiscal year, prepare a "budget" that is based on its estimate of the total amount needed during the ensuing calendar year to pay the anticipated Common Expenses and for any unpaid Common Expenses previously incurred, along with a reasonable reserve for contingencies and replacements. On or before the 15th day of the month prior to the end of the fiscal year, the Board will notify each Unit Owner as to the amount of the budget together with a reasonable itemization. Promptly after that notice, the aggregate amount of the budget will become an Assessment (the "Annual Assessment") against the Unit Owners, with the share of Annual Assessment against each Unit Owner to be their proportionate share thereof in accordance with each Unit Owner's Ownership Interest. The Annual Assessment is due and payable by each Unit Owner during the ensuing fiscal year in either monthly or quarterly installments (that may or may not be equal) as and when the Board stipulates.

(A) **Budget Shortfall.** If the amount of the budget proves to be inadequate for any reason, including non-payment of any Unit Owner's Assessment, the Board may assess the deficiency against the respective Unit Owners according to each Unit Owner's Ownership Interest and in that case the Board will give notice of the additional Assessment to all Unit Owners indicating the reason(s) for the Assessment, the amounts payable by each Unit Owner, and the adjusted monthly or quarterly amounts reflecting the additional Assessment thereafter payable by each Unit Owner.

(B) **Budget Surplus.** If, at any time, the Board determines that the Association has collected a Common Surplus at the end of any fiscal year, that amount will, at the Board's sole discretion, be either credited promptly after the same has been determined according to each Unit Owner's Ownership Interest to the monthly or quarterly installments next due from Unit Owners under the current year's Assessment until exhausted or applied toward reserves. Except for interest earned on reserve funds, any and all interest earned on any bank accounts, savings, Assessments, or other fees or monies held by the Association will be first charged against Association expenses as the Board determines is in the Association's best interest, and then to any other purposes, such as applying those monies towards reserves, as the Board so determines.

Section 5. Year End Financial Summary. On or before the date of the Annual Meeting, the Association will supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected in accordance with the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves.

Section 6. Reserve for Contingencies and Replacements. As part of each annual budget, the Board, in the exercise of its sole business judgment, will include an amount for reserves for contingencies and to finance the cost of major repair or replacement of the components of the Common Elements. The amount set aside annually for repair and replacement reserves will be in an amount adequate to repair and replace reasonably anticipated major capital items in the normal course of operations without the necessity of special or additional assessments (known as "fully funding of reserves"), unless the requirement for fully funding the reserves is waived annually in writing by the Unit Owners exercising not less than a majority of the Association's voting power vote. Any interest earned on the reserve fund accounts

will be accumulated in the reserve account. Extraordinary expenditures not originally included in the budget, which may be necessary for the year, may, at the Board's discretion, be charged first against the reserve or paid for, in whole or in part, by a Special Assessment. Upon the sale of a Unit by any Unit Owner, the Unit Owner has no right to any portion of the funds in the reserve account; nor will the Unit Owner have any claim against the Association with respect to those funds. Notwithstanding anything to the contrary in this Article VIII, Section 6, the Board's alleged failure to comply with the requirements of this Section will not give rise to any monetary claim by any Unit Owner against the Association, will not relieve any Unit Owner of the obligation to pay all Association Assessments in full, and does not prevent the Board from levying any additional or special Assessment as the Board determines necessary to fulfill the Association's operational or maintenance obligations.

Section 7. 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 of the budget to Unit Owners, or any delay in the making of Assessments against Unit Owners, or any of them, does not constitute a waiver or release in any manner of the Unit Owner(s) to pay their proportionate share of the Common Expenses, including reserves, whenever the same is determined and assessed. In the absence of any annual estimate of Common Expenses, including required reserves, or of any budget or Assessments based thereon, Unit Owners will 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 in accordance with a new Annual Assessment covering the current period duly made by the Board in the manner above provided in Bylaws Article VIII, Section 4.

Section 8. Books and Records of Association. The Association will keep full and correct books and records of account that specify the receipts and expenditures relating to the Common Elements and other common receipts and expenses, records showing the allocation, distribution, and collection of the Common Profits, losses, and expenses among and from the Unit Owners, minutes of the Association and Board meetings, and records of names and addresses of the Unit Owners and their respective Ownership Interests (the "Association's records"). The Board may adopt Rules establishing reasonable standards for the examination and copying of the Association's records, which may include standards and limitations governing the types of documents that are subject to examination or copying, limitations on the use and distribution of the records, the times and locations at which the documents may

be examined or copied, and a reasonable fee for the examination or copying of the documents. In the absence of any Board Regulations, a Unit Owner or their Mortgagee, or by any representative of a Unit Owner duly authorized, in writing, may, for reasonable purpose(s), during normal business hours and following a reasonable, prior written request to the Board, examine or copy the Association's records, subject to a reasonable fee and the provisions of Chapter 5311. Within ten days of a written request to the Board and upon payment of a reasonable fee, any Unit Owner will be furnished a statement of their account setting forth the amount of any unpaid Assessments or other charges due and owing from that Unit Owner. Notwithstanding anything to the contrary in the Declaration or these Bylaws, unless the Board approves otherwise, a Unit Owner may not examine or copy any books, records, or minutes that meet either of the following conditions:

- (A) Date back more than five years from the date of the Association's receipt of the Unit Owner's request; or
- (B) Information that contains any of the following:
 - (i) Information that pertains to condominium property-related personnel matters;
 - (ii) Communications with legal counsel or attorney work product pertaining to pending litigation or any other condominium property-related matters;
 - (iii) Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
 - (iv) Information that relates to the Association's enforcement of the Declaration, these Bylaws, or Rules against any Unit Owner; or.
 - (v) Information the disclosure of which is prohibited by State or Federal law.

Section 9. Status of Funds Collected by Association. All funds the Association collects will be held and expended solely for the purposes designated in the Declaration, these Bylaws, or State law, and, except for those Assessments as

may be levied against less than all of the Unit Owners and for any adjustments as may be required to reflect delinquent or prepaid Assessments, are for the use, benefit, and account of all of the Unit Owners in proportion to each Unit Owner's Ownership Interest.

Section 10. Annual Review/Audit. The Board will formally review the Association's finances at least once a year. For every fiscal year, the Board must retain a Certified Public Accountant ("CPA") to have the Association's finances reviewed or audited by. In addition, the Board will retain a CPA to perform an audit upon the Secretary's receipt of a written, signed request from at least 50 percent of all Unit Owners. Further, any year the Board makes a change in the Association's management company, the Board must retain a CPA to perform an audit of the Association's finances for the prior fiscal year. Any review, audit, or other work by a CPA in accordance with this Bylaws Article VIII, Section 10 is a Common Expense.

ARTICLE IX

GENERAL POWERS OF THE ASSOCIATION

Section 1. Payments As Common Expenses. The Association, for the benefit of all the Unit Owners, will acquire and pay for out of the Association's funds, all Common Expenses arising with respect to, or in connection with, the Condominium Property, including the following:

(A) **Utilities and Related Facilities.** The cost of water, waste removal, electricity, gas, telephone, cable television, heat, power, or any other utility service for the Common Elements. In addition, the Association:

(i) may elect to include and pay, from time to time, as Common Expenses or as an "other charge" any or all utility services, including water, sanitary sewer, waste removal, garbage collection and disposal, electricity, gas, and other power or energy, and telephone, television, satellite, internet, and other communication services furnished to the Units or consumed by the Occupants of the Units;

(ii) may discontinue payments of the utility service at any time, in which case each Unit Owner is responsible for direct payment of their share of that expense as the Board so determines; and,

(iii) has the further right and authority to set standards and policies as to the reasonable amount of use of any utility service assessed as a Common Expense or "other charge," which may be applied equally to all Unit Owners or on each Unit Owner's Ownership Interest, and to then levy additional Assessments against any Unit Owner or group of similarly situated Unit Owners, such as Unit Owners in the same Building or on the same street, to reimburse the Association for excessive use of any utility service by the Unit Owner(s), individually or collectively, in the amounts as the Board so determines.

(B) **Insurance**. Premiums for casualty, liability, fidelity bonds or insurance, and other insurance in accordance with the provisions of the Declaration or these Bylaws, and any other insurance the Board decides is needed for the Association's benefit or protection;

(C) **Workers' Compensation**. The costs of workers' compensation insurance to the extent necessary to comply with any applicable laws;

(D) **Wages and Fees for Services**. The wages and fees for services of any Person or firm employed by the Association, the services of any Person(s) required for the maintenance or operation of the Condominium Property, and legal and accounting services necessary or proper in the operation of the Condominium Property or the enforcement or interpretation of the Declaration, these Bylaws, and the Rules, and for the organization, operation, and enforcement of the rights of the Association;

(E) **Care of Condominium Property**. The cost of landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair, and replacement of the Condominium Property that the Association is responsible for, as provided for in the Declaration, and related furnishings and equipment for the Condominium Property, all as the Board determines are reasonably necessary and proper, and the Board, on behalf of the Association, has the exclusive right and duty to acquire the same for the Condominium Property;

(F) **Certain Maintenance of Units/Limited Common Elements**. In addition to the provisions and requirements contained in the Declaration, the cost of the maintenance, repair, or replacement of any Unit component, item

of Unit Owner responsibility, or Limited Common Elements for which the Unit Owner is responsible as defined in the Declaration, if the maintenance, repair, or replacement is necessary, in the Board's sole discretion, for safety, aesthetics, uniformity, or to protect the Common Elements, or any other portion of the Building(s) or any other Unit, and the Unit Owner of that Unit or assigned Limited Common Element has failed or refused to perform the maintenance, repair, or replacement within a reasonable amount of time, as the Board so determines, after notice of the necessity thereof has been given to the Unit Owner. The Board will levy a special Assessment against the Unit Owner for the cost of the maintenance, repair, or replacement:

(G) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance that may, in the Board's opinion, constitute a lien against the Condominium Property, or any part of the Condominium Property, and that arose by virtue of the Board's authorization or direction. Where one or more Unit Owners are responsible for the existence of the lien or for the work or labor authorized or directed by the Board, the Association may pay or otherwise discharge the lien, but the responsible Unit Owner(s) is jointly and severally liable for the costs and expenses of discharging it, and any costs and expenses the Association incurs by reason of said lien or liens will be specially assessed to said Unit Owners; and,

(H) Additional Expenses. The cost and expense of any other materials, supplies, furniture, equipment, labor, services, maintenance, repairs, structural alterations, insurance, or Assessments that the Association is required or permitted to secure or pay for in accordance with the terms of the Declaration and these Bylaws, by law, or which, in the Board's opinion, are 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, these Bylaws, or the Rules.

Section 2. Capital Additions, Alterations, and Improvements. Notwithstanding anything in these Bylaws or in the Declaration that authorizes expenditures, the Board cannot make any single expenditure for any additions, alterations, or improvements (as distinguished from maintenance, repair, or replacement) of the Common Elements or Units, or for the purchase or lease of any Unit by the Association, exceeding in total cost five percent of that fiscal year's annual budget (including reserve contributions), nor will annual expenditures

aggregating in excess of ten percent of that year's annual budget (including reserve contributions) be made in any 12 month period, without, in each case, having the prior approval of the Unit Owners entitled to exercise at least a majority of the Association's total voting power. If the approval is obtained, the Board will proceed with the addition, alteration, or improvement and may assess Unit Owners for the cost thereof as a Common Expense. The limitations on expenditures by the Association contained in this Bylaws Article IX, Section 2 do not, in any event, apply to repair or replacement of the Condominium Property or Occupants of the Condominium Property due to casualty loss, to emergency repairs immediately necessary for the preservation or safety of the Condominium Property, to maintain compliance with any applicable governmental codes, ordinances, laws, rules, or regulations, or to avoid suspension of any necessary services for the safety of Persons. Any single capital addition, alteration, or improvement costing five percent or less of that fiscal year's annual budget or aggregating ten percent or less of that year's annual budget, may be made by the Board without approval of the Unit Owners, and the cost thereof is a Common Expense.

Section 3. Miscellaneous Income. The Association may own or enter into agreements for the rental or lease of garages, the clubhouse, or for the use of any other Common Elements. The Association may also charge fees or deposits for access to or use of the any Association facility. All monies received for the rental, access to, or use of any Association facility will be added to the maintenance or reserve fund, or used for social activities in accordance with Bylaws Article IX, Section 5 below, as the Board so determines.

Section 4. Special Services. The Board may arrange for the provision of any special services or facilities for the benefit of those Unit Owners and Occupants as may desire to pay for same. Special services or facilities may include cleaning, maintenance, repair, and replacement of Units or Limited Common Elements, in whole or in part, recreational, educational, medical, or maintenance facilities, and any concessions. The Board will determine all Rules and the cost and fees for any special services or facilities, which may be charged directly to participating Unit Owners or Occupants, or paid from the maintenance fund and levied as a special Assessment against the participating Unit Owners or Occupants. The services or facilities may also be furnished on a concession basis or other basis in accordance with a fee a contractee or licensee pays to the Association for the right to maintain certain facilities upon the Common Elements. Nothing in these Bylaws requires the establishment of user charges or special Assessment under this Bylaws Article IX, Section 4 and the Board may elect to treat all or any portion of any special service or

facility as a Common Expense. In the event any special services or facilities create a surplus, these funds will be added to the maintenance or reserve funds or Miscellaneous Income (under Bylaws Article IX, Section 3 above) as the Board so determines. Every Unit Owner and Occupant hereby waives and releases the Association, its Board members, officers, manager, agents, and employees, from any and all liability for damages, injuries, or losses of any nature related to or arising from Unit Owner's or Occupant's use of any Association special service or facility, whether as a result of negligence, carelessness, intentional acts, or otherwise, by the Association, its Board members, officers, manager, agents, or employees.

Section 5. Social Activities. The Board may expend Miscellaneous Income (as defined in Bylaws Article IX, Section 3 above) or income from Special Services (as defined in Bylaws Article IX, Section 4 above) on social events, gatherings, outings, or activities that are all primarily intended for the benefit and welfare of the Owners (collectively referred to as "Social Activities"). The Board, in its sole discretion and authority, may define the types of Social Activities that Miscellaneous or Special Services' Income may be expended on, as long as each Social Activity is open to or applies to all Owners and Occupants. Every Unit Owner and Occupant hereby waives and releases the Association, its Board members, officers, manager, agents, and employees, from any and all liability for damages, injuries, or losses of any nature related to or arising from Unit Owner's or Occupant's participation or attendance at any Social Activity, whether as a result of negligence, carelessness, intentional acts, or otherwise, by the Association, its Board members, officers, manager, agents, or employees.

Section 6. Association's Rights to Enter Units. The Association, through its duly authorized agent(s), may enter any Unit or any portion of the Limited Common Elements, when necessary, in connection with any construction, maintenance, repair, or replacement for which the Association is responsible or for inspection of the same. Except in the event of an emergency, the Association will, to the extent reasonably possible, provide the Unit Owner with prior notice of any intended entry into the Unit, including the reason(s) for the entry. In the event of any emergency originating in or threatening any Unit or at any time when required maintenance, repairs, or replacements are scheduled, any Person designated by the Board, or any police, safety, fire-fighting, health, or similar officials may enter the Unit immediately, whether the Unit Owner is present or not, and use force as is necessary to make entrance. If prior notice is not possible in any given situation, whether due to an emergency or other circumstance(s), the Association will give, by

U.S. regular mail, by electronic mail or other Authorized Communications Equipment, or post on the Unit door, a notice to the Unit Owner to advise of the date, time, and purpose for which entry was made. The responsibility to repair, or pay for the repair, of any damage arising from or related to the Association's entry into any Unit is:

(A) If the reason for the entry into a Unit either originates from a component of the Condominium Property that the Association is responsible to maintain, repair, or replace under the Declaration, the Association will repair, or pay for the repair of, any damage to the Unit Owner's personal property, or the Unit, including the entry door, or Limited Common Elements, that arises during the Association's entry into the Unit or Limited Common Elements, or during the performance of the needed maintenance, repair, and replacement work, to the extent the damage is not covered by the Unit Owner's property insurance and to the extent of its depreciated value, and the cost for that repair will be paid from the Association's insurance proceeds or charged as a Common Expense.

(B) If the reason for the entry into the Unit is to repair, including shutting off or down any utility, or to replace any part of the Unit or other part of the Condominium Property that the Unit Owner is responsible to maintain, repair, or replace under the Declaration, the Unit Owner is responsible to repair, or pay for the repair of, any damage caused to the Unit or Common Elements to the extent the damage is not covered by the Association's insurance.

Section 7. No Active Business to be Conducted for Profit. The Association does not have the authority to conduct an active business for profit on behalf of all the Unit Owners or any of them; but this does not preclude the Association from entering into contracts, licenses, concession agreements, and the like affecting parts or uses of the Common Elements, which result in the production of income for the Association or from making arrangements of the types described in these Bylaws.

Section 8. Applicable Laws. The Association is subject to and governed by the provisions of any statute adopted at any time and applicable to property submitted to the Condominium form of Unit Ownership, including Chapter 5311. In the event of any conflict or inconsistency between the provisions of the Declaration and the Bylaws of the Association, the terms and provisions of the Declaration will prevail, and the Unit Owners and all Persons claiming under them covenant to vote

in favor of amendment(s) to the Bylaws as will remove those conflicts or inconsistencies.

Section 9. Insured and Licensed Contractors. For any work or services to be performed on the Condominium Property, the Association will only retain and contract with licensed (as required by the State of Ohio or any municipal entity having jurisdiction over the Condominium Property) contractors, Persons, firms, and other entities that maintain and keep workers' compensation and liability insurance in the minimum amounts as may be required by the State of Ohio, any municipal entity having jurisdiction over the Condominium Property, in whole or in part, or the Board.

Section 10.

(A) Acquisition, Lease, Sale, or Exchange of Real Property. Non-Condominium Property. Whenever the Board determines to acquire, lease, sell, or exchange real property or any interest therein located outside of the Condominium Property, the Board must submit the proposed acquisition, lease, or exchange to a vote of the Unit Owners and, upon the affirmative vote of the Unit Owners entitled to exercise not less than 75 percent of the Association's total voting power, the Board may proceed with that acquisition, lease, sale, or exchange, in the Association's name and on behalf of all Unit Owners, and the costs and expenses incident to the acquisition, lease, sale, or exchange constitute part of the Common Expenses.

(B) Units.

(i) Acquisition. The Board may, on behalf of and in the Association's name, acquire title to a Unit as a Common Expense with the prior approval of at least a majority of the Association's total voting power. The Board may further bid, purchase, and acquire title, on behalf of and in the Association's name, to a Unit whose Unit Owner is at least 60 days past due in the payment of any Assessment due the Association, through a deed in lieu of foreclosure or at a Sheriff's sale occurring as the result of a foreclosure action against the Unit, without a vote of the Unit Owners, if the purchase price of the Unit is less than the expenditure limitations set forth in Bylaws Article IX, Section 2. In no event, however, may the Board acquire more than one Unit in any 12 month period and the Association cannot hold title to more than two

Units at any given time, without in each case the prior approval of at least a majority of the Association's total voting power. All costs incurred to maintain, insure, operate, and otherwise related to the ownership of a Unit are a Common Expense. Any renovation, remodeling, or improvement of a Unit owned by the Association, including the purchase of personal property for that Unit, is also a Common Expense, but is subject to the expenditure limitations set forth in Bylaws Article IX, Section 2. For any Unit the Association owns, the Board will determine the use of the Unit, which may include the lease of the Unit (any limitation or restriction in the Declaration against the leasing or renting of Units does not apply to any Unit the Association owns), including as a "guest Unit" for visitors of any Unit Owner or as a storage area for Unit Owners, the use of the Unit for Association office, storage, or other purposes, or the use of the Unit as a service or amenity for Unit Owners, such as an exercise facility.

(ii) Lease. The Board may, on behalf of and in the Association's name, enter into a lease for a Unit as the Board determines is needed for the management or operation of the Condominium Property, such as for an Association office. However, the Association may not lease more than one Unit at any given time. The Board may, on behalf of and in the Association's name, enter into a lease for a Unit to provide additional services or amenities to the Unit Owners and Occupants, such as for an exercise room, with the prior approval of at least a majority of the Association's total voting power.

(iii) Sale or Exchange. The Board may sell, at anytime, any Unit the Association owns at and for any price, terms, and conditions as the Board so decides. The Board may exchange ownership of a Unit the Association owns for ownership of a Unit of similar size and value that is owned by a Unit Owner.

Section 11. Utility Contracts. In addition to the authority provided for in Bylaws Article IX, Section 1(A), the Board, on behalf of the Association and the Unit Owners, individually and collectively, may negotiate and enter into bulk rate or other contracts or other agreements with any utility service provider to provide for services and service rates as the Board determines is in the best interest of the Association

and Unit Owners as a whole, whether the services are included or paid for as a Common Expense or paid directly by the Unit Owners.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations, or provisions contained in these Bylaws are abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

Section 2. Agreements Binding. All agreements and determinations lawfully made by the Association, through the Board, in accordance with the procedure established in the Declaration and these Bylaws are binding on all Unit Owners, their successors, heirs, and assigns.

Section 3. Mortgagees. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership will be given a copy of any and all notices permitted or required by the Declaration or these Bylaws to be given to the Unit Owner whose Unit is subject to the mortgage or trust deed. 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 request will be complied with within 20 business days from receipt of the Mortgagee's request.

Section 4. Severability. The invalidity of any covenant, restriction, condition, limitation, or any other provision of these Bylaws, or of any part of same, will not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws.

Section 5. Amendments. These Bylaws may be amended as set forth in Declaration Article XV.

Exhibit B

Drawings

The several sets of Drawings as prepared by John Hancock & Associates, Engineers/Surveyors, and Mark R. Denny, Architect as filed in the foregoing Lorain County Condominium Map Records:

1. Exhibit A to the Original Declaration and recorded on or about July 15, 1992, in Volume 49, Pages 23 to 49;
2. Exhibit A to the Second Amendment (Phase II Amendment) and recorded on or about April 28, 1993, in Volume 50, Pages 58 to 69;
3. Exhibit B to the Third Amendment (Phase III Amendment) and recorded on or about September 10, 1993 in Volume 51, Pages 39 to 49; and
4. Exhibit B to the Fifth Amendment (Phase IV Amendment) and recorded on or about February 10, 1994, in Volume 52, Pages 47 to 53

are hereby incorporated into this Amended and Restated Declaration and together constitute one set of Drawings.

Exhibit C

Legal Description

The Legal Description for the Muirwood Condominium Property consists of the legal description attached as Exhibit C to the Original Declaration along with the legal descriptions attached as an Exhibit to each of the Phase expansion amendments, which amendments are listed as the First, Second, Third, and Fifth Amendments in Exhibit F of this Amended and Restated Declaration. All of the said legal descriptions are incorporated into and made part of this Exhibit C by reference only.

Exhibit D

Ownership Interests

<u>UNIT NUMBER</u>	<u>BEDROOMS</u>	<u>APPROXIMATE SQUARE FOOTAGE</u>	<u>PERCENTAGE OF INTEREST IN COMMON AREAS AND FACILITIES</u>
35801	2	1,266	.3968%
35811	2	1,063	.3332
35821	2	1,063	.3332
35831	2	1,063	.3332
35841	2	1,266	.3968
35851	2	1,063	.3332
35703	2	1,266	.3968
35717	2	1,266	.3968
35731	1	762	.2388
35745	1	762	.2388
35761	1	762	.2388
36775	1	762	.2388
35789	2	1,266	.3968
35799	2	1,266	.3968
35601	2	1,266	.3968
35617	2	1,266	.3968
35631	1	762	.2388
35645	1	762	.2388
35661	1	762	.2388
35675	1	762	.2388
35689	2	1,266	.3968
35699	2	1,266	.3968
35503	2	1,266	.3968
35517	2	1,266	.3968
35531	1	762	.2388
35545	1	762	.2388
35561	1	762	.2388
35575	1	762	.2388

35589	2	1,266	.3968
35599	2	1,266	.3968
35471	2	1,363	.4272
35473	2	1,363	.4272
35475	2	1,363	.4272
35477	2	1,363	.4272
35451	2	1,363	.4272
35455	2	1,363	.4272
35459	2	1,363	.4272
35461	2	1,363	.4272
35431	2	1,363	.4272
35433	2	1,363	.4272
35435	2	1,363	.4272
35437	2	1,363	.4272
35411	2	1,363	.4272
35413	2	1,363	.4272
35415	2	1,363	.4272
35417	2	1,363	.4272
35369	2	1,363	.4272
35371	2	1,363	.4272
35373	2	1,363	.4272
35375	2	1,363	.4272
35383	2	1,363	.4272
35385	2	1,363	.4272
35387	2	1,363	.4272
35389	2	1,363	.4272
35351	2	1,363	.4272
35353	2	1,363	.4272
35355	2	1,363	.4272
35357	2	1,363	.4272
35325	2	1,063	.3332
35327	2	1,266	.3968
35329	2	1,063	.3332
35331	2	1,063	.3332
35333	2	1,266	.3968

35335	2	1,063	.3332
35339	2	1,063	.3332
35341	2	1,266	.3968
35343	2	1,063	.3332
35345	2	1,063	.3332
35347	2	1,266	.3968
35349	2	1,063	.3332
35305	3	1,421	.4454
35307	3	1,421	.4454
35309	1	891	.2792
35311	1	891	.2792
35313	1	891	.2792
35315	1	891	.2792
35317	3	1,421	.4454
35319	3	1,421	.4454
35273	2	1,714	.5372
35275	2	1,714	.5372
35277	1	1,089	.3412
35279	1	1,089	.3412
35281	1	1,089	.3412
35283	1	1,089	.3412
35287	2	1,714	.5372
35289	2	1,714	.5372
35251	2	1,808	.5662
35253	2	1,808	.5662
35255	2	1,808	.5662
35257	2	1,808	.5662
35259	2	1,395	.4371
35261	2	1,395	.4371
35263	1	1,089	.3412
35265	1	1,089	.3412
35267	2	1,395	.4371
35269	2	1,395	.4371
35235	2	1,579	.4949
35237	2	1,463	.4585
35239	2	1,579	.4949
35241	2	1,463	.4585

35243	2	1,463	.4585
35245	2	1,579	.4949
35247	2	1,463	.4585
35249	2	1,579	.4949
35215	2	1,463	.4585
35217	2	1,579	.4949
35219	2	1,463	.4585
35221	2	1,579	.4949
35227	2	1,579	.4949
35229	2	1,463	.4585
35231	2	1,579	.4949
35233	2	1,463	.4585
35191	2	1,579	.4949
35193	2	1,463	.4585
35195	2	1,579	.4949
35197	2	1,463	.4585
35203	2	1,463	.4585
35205	2	1,579	.4949
35207	2	1,463	.4585
35209	2	1,579	.4949
35214	2	1,579	.4949
35216	2	1,463	.4585
35218	2	1,579	.4949
35220	2	1,463	.4585
35200	2	1,579	.4949
35202	2	1,463	.4585
35204	2	1,579	.4949
35206	2	1,463	.4585
35230	2	1,463	.4585
35234	2	1,579	.4949
35236	2	1,463	.4585
35238	2	1,579	.4949
35222	2	1,463	.4585
35224	2	1,579	.4949

35226	2	1,463	.4585
35228	2	1,579	.4949
35250	2	1,579	.4949
35252	2	1,463	.4585
35254	2	1,579	.4949
35258	2	1,463	.4585
35242	2	1,579	.4949
35244	2	1,463	.4585
35246	2	1,579	.4949
35248	2	1,463	.4585
35268	2	1,463	.4585
35270	2	1,579	.4949
35272	2	1,463	.4585
35274	2	1,579	.4949
35260	2	1,463	.4585
35262	2	1,579	.4949
35264	2	1,463	.4585
35266	2	1,579	.4949
35284	2	1,579	.4949
35286	2	1,463	.4585
35288	2	1,579	.4949
35290	2	1,463	.4585
35276	2	1,579	.4949
35278	2	1,463	.4585
35280	2	1,579	.4949
35282	2	1,463	.4585
35300	2	1,463	.4585
35302	2	1,579	.4949
35304	2	1,463	.4585
35306	2	1,579	.4949
35292	2	1,463	.4585
35294	2	1,579	.4949
35296	2	1,463	.4585
35298	2	1,579	.4949

35173	2	1,463	.4585
35175	2	1,579	.4949
35177	2	1,463	.4585
35179	2	1,579	.4949
35181	2	1,579	.4949
35183	2	1,463	.4585
35185	2	1,579	.4949
35187	2	1,463	.4585
35151	2	1,579	.4949
35153	2	1,463	.4585
35155	2	1,579	.4949
35157	2	1,463	.4585
35163	2	1,463	.4585
35165	2	1,579	.4949
35167	2	1,463	.4585
35169	2	1,579	.4949
35133	2	1,463	.4585
35135	2	1,579	.4949
35137	2	1,463	.4585
35139	2	1,579	.4949
35141	2	1,579	.4949
35143	2	1,463	.4585
35145	2	1,579	.4949
35149	2	1,463	.4585
35192	2	1,463	.4585
35194	2	1,579	.4949
35196	2	1,463	.4585
35198	2	1,579	.4949
35184	2	1,463	.4585
35186	2	1,579	.4949
35188	2	1,463	.4585
35190	2	1,579	.4949
35170	2	1,579	.4949
35172	2	1,463	.4585
35174	2	1,579	.4949

35176	2	1,463	.4585
35162	2	1,579	.4949
35164	2	1,463	.4585
35166	2	1,579	.4949
35168	2	1,463	.4585
35154	2	1,463	.4585
35156	2	1,579	.4949
35158	2	1,463	.4585
35160	2	1,579	.4949
35140	2	1,463	.4585
35142	2	1,579	.4949
35144	2	1,463	.4585
35146	2	1,579	.4949
35941	2	1,579	.4949
35953	2	1,463	.4585
35965	2	1,579	.4949
35977	2	1,463	.4585
35901	2	1,579	.4949
35913	2	1,463	.4585
35925	2	1,579	.4949
35937	2	1,463	.4585
35861	2	1,579	.4949
35873	2	1,463	.4585
35885	2	1,579	.4949
35897	2	1,463	.4585
TOTAL			100.0000%

Exhibit E
Additional Description and Information for Buildings, Units, and Common Elements

Except as stated below, as originally constructed, the Buildings are on concrete foundations and are slab on grade construction with perimeter rigid insulation. The exterior walls are 2x4 stud with insulating sheathing, batt insulation, vapor barrier, and drywall finish. The exterior finishes are brick, aluminum trim, and clay colored vinyl siding at gable ends. The main roofs are hip style with gable accents and dormers with fiberglass shingles. The exterior doors are painted a coordinating color. Windows are vinyl with thermal glass. The patio fences that partially enclose the patios are stained clay. The front door and door to the garage are insulated metal. A concrete patio adjoins each Unit.

Phase I consists of 78 condominium Units, 46 of which had been constructed when the Developer purchased the property. These include 12 one-bedroom units, each with a one-car detached garage; two two-bedroom units, each with a one-car, semi-attached garage; two-car attached garage; and 16 two-bedroom units, each with a two-car attached garage with storage area. In addition, the Developer constructed 32 new Units. The Units include four one-bedroom units with lofts, each with a one-car detached garage; four two-bedroom units, each with a one-car semi-attached garage; four two-bedroom units, each with a one-car attached garage; four two-bedroom units, each with a two-car attached garage; 12 two-bedroom units, each with a two-car attached garage with storage area and four three-bedroom units, each with a two-car attached garage

Each Unit in Phase I contains a living room, dining area, kitchen and one, two or three bedrooms. Some Units constructed after 1991 have a loft. One bedroom Units have one bathroom. All others have two bathrooms. Every Unit has a one or two car garage. Some garages are attached, some semi-attached, meaning that they are adjacent to the Unit, but not accessible from inside the Unit, and some are detached. Some two car garages include a storage area. A patio adjoins every living unit.

One car detached garages numbered 1, 8, 9, 16 and 17 on the Drawings are part of the Common Elements to be used for such purpose as the Association may from time to time determine. For Units with one car detached garage, the specific garage that permanently belongs to each such Unit were agreed upon by the Developer and the original Unit purchaser and specified in the purchase agreement and deed. The numbers of the garage space as shown on the Drawings do not necessarily correspond to the Unit number. The numbers of all attached and semi-attached garages will correspond to the Unit number.

The Recreational Facilities include an outdoor heated swimming pool and clubhouse, known as Muirwood Center.

As set forth in the First Amendment to the Original Declaration, the one-car, semi-attached garage originally assigned to Unit No. 60 was re-assigned to Unit No. 63 and the one-car, semi-attached garage originally assigned to Unit No. 63 was re-assigned to Unit No. 60, as reflected on the amended Drawings attached to the First Amendment.

Phase II consists of four four-unit Buildings and one eight-unit Building. All of the Units in the four-unit Buildings have two bedrooms, a third bedroom, or den and two bathrooms. Two Units in each Building have one and one-half car attached garages and two have two-car attached garages. In the eight-unit Building, four Units have two bedrooms and two bathrooms and two-car attached garages, and four Units have one bedroom and one bathroom and one-car detached garages. All of the Units in the eight-unit building have a loft. In addition, two detached garages numbered 26 and 27 are Common Elements to be used for such purposes as the Association may, from time to time, determine.

Phase III consist of eighteen four-unit Buildings and one six-unit Building. The six-unit building includes two one-bedroom units with lofts and one-car-semi-attached garage. All of the other Units have two bedrooms. The thirty-two Units on the north side of Greenwich Avenue also have a family room. Sixteen of those Units have two-car attached garages, sixteen have one and one-half car attached garages. All of the garages have storage areas. Of the thirty-two two-bedroom Units on the south side of Greenwich Avenue, four have lofts and two-car attached garages, twenty four without lofts have a family room. Twelve of those Units have a one and one-half car attached garage and twelve have a two-car attached garage. All garages have storage areas except those in the six-unit building. The twelve Units on Westminister Avenue have two bedrooms and a family room. Six of the Units have two-car attached garages, six have one and one-half car attached garages. All of the garages have storage areas.

Phase IV consists of twelve four-unit Buildings. All of the Units have two bedrooms and a family room/third bedroom. Of the twenty-four Units on the north side of Greenwich Avenue, twelve have two-car garages, and twelve have one and one-half car garages. All of the garages have storage areas. Of the twenty-four Units on the south side of Greenwich Avenue, twelve have two-car garages, twelve have one and one-half car garages. All of the garages have storage areas.

Exhibit F

Recording Information For Original Declaration and Amendments To Original Declaration

1. Declaration of Condominium Ownership and Bylaws recorded on or about July 15, 1992, in Volume 567, Page 770 et seq. of Lorain County Records, Lorain County, Ohio.
2. First Amendment to the Declaration of Condominium Ownership recorded on April 28, 1993, in Volume 695, Page 282 et seq. of Lorain County Records, Lorain County, Ohio.
3. Second Amendment (Phase II) to the Declaration of Condominium Ownership recorded on April 28, 1993, in Volume 695, Page 287 et seq. of Lorain County Records, Lorain County, Ohio.
4. Third Amendment (Phase III) to the Declaration of Condominium Ownership recorded on September 10, 1993, in Volume 770, Page 461 et seq. of Lorain County Records, Lorain County, Ohio.
5. Fourth Amendment to the Declaration of Condominium Ownership recorded on November 17, 1993, in Volume 808, Page 670 et seq. of Lorain County Records, Lorain County, Ohio.
6. Fifth Amendment to the Declaration of Condominium Ownership recorded on February 10, 1994, in Volume 858, Page 585 et seq. of Lorain County Records, Lorain County, Ohio.
7. Amendments to the Declaration of Condominium Ownership recorded on June 17, 2003, at Instrument Number 922440 #1970 of Lorain County Records, Lorain County, Ohio.
8. Amendments to the Declaration of Condominium Ownership recorded on November 30, 2004, at Instrument Number 20040042050 #2150 of Lorain County Records, Lorain County, Ohio.
9. Amendments to the Declaration of Condominium Ownership recorded on March 3, 2005, at Instrument Number 20050058676 #2181 of Lorain County Records, Lorain County, Ohio.

Exhibit G
Exempt Units

35184 Greenwich Avenue – David Rego

35451 Westminister Avenue – David & Susan Barsan

35455 Westminister Avenue – David & Susan Barsan

35471 Westminister Avenue – David & Susan Barsan

35545 Westminister Avenue – David & Susan Barsan

35645 Westminister Avenue – David & Susan Barsan

35717 Westminister Avenue – David & Susan Barsan

35775 Westminister Avenue – Robert Gulla

*In accordance with Declaration Article III, Paragraph (B)(17), the above listed Units are exempt from the leasing restriction that became effective on November 30, 2004, until title to the Unit Owner's respective Exempt Unit that was in effect as of November 30, 2004, transfers to a subsequent Unit Owner, at which time the Unit will automatically no longer be classified as an Exempt Unit. The Association will maintain an updated list of Exempt Units in the Association's records, which updated list the Board may, but is not required to, file with the Lorain County Recorder.

KAMAN & CUSIMANO ATTORNEYS
2000 TERMINAL TOWER
50 PUBLIC SQUARE
CLEVELAND, OH 44113