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EXHIBIT C

To the Declaration of
The Preserve Condominium

BY-LAW

Executed and Attached Hereto

Chapter 5311 of the Revised Code of Ohio

VOL. 1391 PAGE 751

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BY-LAWS

The within By-Laws are executed and attached to the Declaration of The Preserve Condominium, pursuant to Chapter 5311 of the Ohio Revised Code. Their purpose is to provide for the establishment of a Unit Owners' Association for the government of the Condominium Property in the manner provided by the Declaration and these By-Laws. All present or future owners or tenant of their employees, or any other person who might be subject to the covenants, provisions or regulations contained in the Declaration and these By-Laws and shall be subject to any restrictions, conditions or regulations hereafter adopted by the Trustees which shall be called the Board of Managers of the Association. The mere acquisition or rental of any of the units located within the Condominium Property described in the Declaration, or the mere act of occupancy of any of the units will constitute acceptance and ratification of the Declaration and these By-Laws and the rules and regulations adopted pursuant thereto.

ARTICLE I

The Association

Section 1. Name and Nature of Association. The name of this Association shall be The Preserve Condominium Unit Owners' Association, and its sole purpose shall be to manage, govern and control The Preserve Condominium, hereinafter sometimes referred to as "Condominium", and to carry out the purpose and intent of Chapter 5311 of the Ohio Revised Code.

Section 2. Membership. Each unit owner, including The Preserve Company, which, together with its successors and assigns, is herein called "Developer", upon acquisition of title to a unit, shall be a member of The Preserve Condominium Unit Owners' Association, hereinafter referred to as the "Association". Such membership shall terminate upon the sale or other disposition by such member of his unit, at which time the new owner of such unit shall become a member of the Association.

Section 3. Voting Rights. Each unit owner shall have voting power in proportion to such unit owner's percentage of interest in the common areas and facilities. This voting power can be exercised by the owner or owner of a unit, his or her heirs, assigns, devisees or personal representatives. If two or more persons own undivided interest in a unit, each may exercise the proportion of the voting power of all the owners of his unit that is equivalent to his proportionate interest in the unit.

Section 4. Meetings of Members.

(a) Annual Meeting. The first annual meeting of the unit owners shall be held in Stark County, Ohio, at a place and time determined by the Developer. Said first meeting shall be held no later than the time that units to which 25% of the undivided interests in the common areas and facilities appertain have been sold and conveyed by Developer. For purposes of computing the individual interests referred to in this paragraph, those interests shall be computed by comparing the number of units sold and conveyed to the maximum number of units (90 units) that may be created on the Condominium Property. There shall be annual meetings of the unit owners held in Stark County, Ohio, in the first calendar quarter of each year, commencing in the year following the first meeting. At the annual meeting, the unit owners shall elect the necessary member or members of the Board for the year ensuing. At the annual meeting, any matters concerning the welfare of the Condominium may be discussed and referred to the Board for proper action. At the annual meeting, the President and Treasurer shall submit reports in writing for the year just ending, which report shall be read to the unit owners. The annual meeting shall be presided over and conducted by the President, or in his absence, the Vice President.

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

(c) Quorum. To constitute a quorum at the Annual or any Special meeting, at least 50% of the voting power must be present at such meeting in person or by proxy.

(d) Proxy. Members may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on his or her or their behalf shall be made in writing to the Secretary of the Association and shall be revocable at any time.

(e) Actions In Writing Without Meeting. Any actions, except removal of Board members, that could be taken by unit owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of unit owners having not less than a majority of the voting power of unit owners, or such greater proportion of the voting power as may be required by the Declaration and these By-Laws, or by law.

Board of Managers

Section 1. Initial Structure and Relinquishment of Developer Control. The Board initially shall be those three persons named as the initial Trustees pursuant to the provisions of the Articles of Incorporation of the Association, or such other person(s) as may from time to time be substituted by Developer. Until such time as Developer's control is relinquished as provided herein, Developer shall have the exclusive right to appoint and remove Board members and Association officers, and Developer shall exercise all powers and responsibilities otherwise assigned by law or by the Declaration and By-Laws to the Association, its officers or the Board of Managers.

No later than the time the units to which 25% of the undivided interests in the common areas and facilities appertain have been sold and conveyed by Developer, the unit owners shall meet and the unit owners other than Developer shall elect one member of the Board of Managers. At this meeting, Developer shall submit the resignation of one of the previously appointed Board members.

Within 30 days after the earlier of (a) five years from the date of the establishment of the Association or (b) the sale and conveyance to purchasers in good faith and for value, of units to which 75% of the undivided interests in the common areas and facilities appertain, or (c) such time as Developer chooses to waive its right to appoint Board members, the Association shall meet and all unit owners, including Developer, shall elect three Board members to replace all of those Board members earlier elected or appointed by the unit owners or Developer, respectively. The term of office of the three Board members so elected shall be as follows:

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

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

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

Thereafter, all Board members elected shall serve three year terms.

For purposes of computing the undivided interests referred to in this Section, those interests shall be computed by comparing the number of units sold and conveyed to the maximum number of units that may be created. Since the maximum number of units that may be created is 90, the meeting prior to the sale and conveyance of 25% of the undivided interests shall occur prior to sale and conveyance of 23 units. The meeting prior to sale and

conveyance of 75% of the undivided interests shall occur prior to sale and conveyance of 68 units.

Section 2. Number and Qualifications. The Board shall consist of three persons, all of whom, except as otherwise provided, must be owners and occupants of a unit. However, a spouse of a unit owner who is not the owner of any fee interest in the unit may be nominated and serve as an officer and member of the Board of Managers. No Board member appointed by Developer need be an owner or occupant of a unit. Upon approval of a majority of the voting power of the Association, the Board may be enlarged to five members.

Section 3. Election of Board Members; Vacancies. The Board members shall be elected at each annual meeting of members of the Association or at a special meeting called for the purpose of electing Board members. At a meeting of members of the Association at which Board Members are to be elected, only persons nominated as candidates shall be eligible for election as Board members and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board, the vacancy created shall be filled by a special election held of the total membership to elect a member to fill the unexpired term of any vacancy. Said election to be otherwise as a regular election.

Section 4. Term of Office; Resignation. Each Board member shall hold office for three years and until his successor is elected, or until his earlier resignation, removal from office or death. Any Board member may resign at any time by oral statement to that effect made at a meeting of the Board or in a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Board member may specify. Members of the Board shall serve without compensation.

Section 5. Powers and Duties of the Board. The Board shall have the duty to direct the management of the operation of the Condominium Property and exercise the powers of the Association, except as otherwise provided in these By-Laws or in the Declaration, and shall have such powers as shall be delegated to it by the Association.

Section 6. Organizational Meeting. Immediately after each annual meeting of members of the Association, the newly elected Board members and those Board members whose terms hold over shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

Section 7. Regular Meeting. Regular meetings of the Board may be held at such times and places as shall be determined by a majority of the Board members, but at least four such meetings shall be held during each fiscal year.

Section 8. Special Meeting. Special meetings of the Board may be held at any time upon call by the President or a majority of the Board members. Written notice of the time and place of each such meeting shall be given to each Board member, either by personal delivery or by mail, telegram or telephone at least 24 hours before the meeting, which notice need not specify the purposes of the meeting; provided, however, that the attendance of any Board member at such meeting, without protesting lack of proper notice prior to or at the commencement of the meeting, shall be deemed to be a waiver by him of notice of such meeting and such notice may be waived in writing, either before or after the holding of such meeting, by any Board member, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organizational, regular or special meeting. Provided the notice as provided herein is given and minutes of the meeting are kept and journalized in the Board Minute Book, meetings may be conducted by telephone or other process allowing simultaneous communication among all parties present.

Section 9. Actions Without a Meeting. All actions, except removal of officers, which may be taken at a meeting of the Board, may be taken without a meeting with the unanimous consent in writing of all of the Board members. Such writing, signed by each Board member shall be filed with the minutes and proceedings of the Board.

Section 10. Quorum. A quorum of the Board shall consist of a majority of the Board members then in office; provided that a majority of the Board members present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such is adjourned are fixed and announced at such meeting. At each meeting of the Board at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these By-Laws.

Section 11. Removal. At any regular meeting of the members of the Association duly called, at which a quorum shall be present, any one or more of the Board members may be removed. Any Board member whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

Section 12. Bonding and Compensation. The Board shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association and shall be a common expense. Members of the Board shall serve without compensation.

Section 13. Delegation of Authority; Professional Manage-

ment. The board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on 30 days written notice; shall be terminable by either party, without penalty, on no more than 90 days written notice; shall not exceed one year unless renewed by agreement of the parties for successive one year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Developer, or any other entity designated by Developer, from being employed as managing agent. The managing agent, or the Board if there is no managing agent, shall have the authority to enter into contracts with Developer or one or more other firms or corporations affiliated with Developer for the providing of management, maintenance and repair services, provided the same are bona fide and commercially reasonable to the unit owners at the time entered into under the circumstances then prevailing and are terminable by the Association without cause and without penalty, on 90 days written notice.

ARTICLE III

Officers

Section 1. Election and Designation of Officers. At the first meeting of the Board in each year (at which a quorum shall be present) held next after the annual meeting of the Unit Owners' Association, the Board shall elect officers and employees as it shall determine. They may also appoint an executive committee or special committees. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be members of the Board.

Section 2. Term of Office, Removal, Vacancies. The officers of the Association shall be elected for a term of one year by the Board and serve until their successors are elected and qualified. Any officer or employee elected or appointed by the Board, other than that of a Board member, may be removed at any time upon a vote of a majority of the whole Board. Any vacancy in any office may be filled by the Board.

Section 3. Duties of Officers. The President shall conduct all meetings of the Association and the Board; the Vice President shall act in the absence of the President, the Secretary shall keep the minutes of the Association and Board meetings, and the Treasurer shall handle the financial affairs of the Association, including deposits of funds, shall write and sign checks for the legitimate expenses of the Association as authorized by the Board, and prepare and maintain the records required by Ohio

ARTICLE IV

Maintenance and Improvements.

Section 1. Payments from Maintenance Funds. The Association, for the benefit of all the owners, shall acquire and shall pay for out of the maintenance fund hereinafter provided for or billed directly by the person who provides the service or product to the unit owners, in proportion to each unit owner's interest in the Condominium, the following:

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

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

(c) Liability Insurance. A policy or policies insuring the Association, the member of the Board and the owners against any liability to the public or to the owners (of units and of the common areas and facilities, and their invitees or tenants) incident to the ownership and/or use of the common areas and facilities and units, as provided in the Declaration, the limits of which policy shall be reviewed annually;

(d) Workmens' Compensation. Workmens' Compensation insurance to the extent necessary to comply with any applicable law;

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

(f) Care of Common Areas and Facilities. Landscaping, gardening, snow removal, painting, cleaning, tuck-pointing maintenance, decorating, repair and replacement of the common areas and facilities (but not including the limited common areas and facilities and the interior surfaces of the units, which the owner shall paint, clean, decorate, maintain and repair), the operation of swimming pool, tennis courts and other recreational facilities, and such furnishing and equipment for the common areas and facilities as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the common areas and

facilities;

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

(h) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrances levied against the Condominium Property or against the common areas or facilities, rather than merely against the interest therein of particular owners, it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specifically assessed to said owners;

(i) Certain Maintenance of Units. Maintenance and repair of any unit if such maintenance and repair is necessary, in the discretion of the Association, to protect the common areas and facilities, or any other portion of a building, and the owner or owners of said unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair is delivered by the Association to said owner or owners, provided that the Association shall levy special assessments against such owner for the cost of said maintenance and repair;

(j) Capital Additions and Improvements. The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the common areas and facilities, subject to all the provisions of the Declaration and these By-Laws) having an annual total cost in excess of \$500.00 without in each case the prior approval of the members of the Association entitled to exercise a majority of the voting of the Association;

(k) Certain Utility Services to Units. The Association may pay from the maintenance fund for water, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual owners. However, the Association may discontinue such payments at any time, in which case each owner shall be responsible for direct payment of his share of such expenses as shall be determined by the Board or the Association. The Association reserves the right to levy additional assessments against any owner to reimburse it for excessive use, as shall be determined by the Board, by such owner of any utility

service, the expense of which is charged to the maintenance fund;
(1) Miscellaneous. The Association shall pay such other costs and expenses designated as "common expenses" in the Declaration and in these By-Laws;

ARTICLE V

General Powers of the Association

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Section 1. Rules and Regulations. The Association, by vote of the members entitled to exercise a majority of the voting power of the Association, may adopt such reasonable rules and regulations and from time to time amend the same supplementing the rules and regulations set forth in the Declaration and these By-Laws as it may deem advisable for the maintenance, conservation, and beautification of the Condominium Property, and for the health, comfort, safety, and general welfare of the owners and occupants of the Condominium Property. Written notice of such rules and regulations shall be given to all owners and occupants, and the Condominium Property shall at all times be maintained subject to such rules and regulations. In the event such supplemental rules and regulations shall conflict with any provisions of the Declaration or these By-Laws, the provisions of the Declaration and of these By-laws will govern.

Section 2. No Active Business to be Conducted for Profit. Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the owners or any of them.

Section 3. Special Services. The Association may arrange for the provision of any special services and facilities for the benefit of such owners and/or occupants as may desire to pay for the same, including without limitation, cleaning, repair and maintenance of units and provision of special recreational, educational or medical facilities. Reasonable fees for such special service and facilities shall be determined by the Board and may be charged directly to participating owners, or paid from the maintenance fund and levied as a special assessment due from the participants.

Section 4. Contesting Real Property Taxes. The Association through the Board of Managers shall be empowered to act on behalf of consenting unit owners in bringing appropriate proceedings before the Board of Tax Revision to contest the assessed value for real estate tax purposes of any unit(s) within the condominium development. This authority shall include, but not be limited to, the authority to hire attorneys, experts or appraisers to institute or maintain such proceedings and any appeals from said proceedings. Provided, however, that the Board of Managers shall not have authority to settle or compromise any claims without prior written consent of the owner(s) of the unit(s) to which the claim pertains. The expense of any such proceedings shall be

assessed against the consenting unit owners as a special assessment.

Section 5. Applicable Law. The Association shall be subject to and governed by the provisions of any statute adopted at any time and applicable to property submitted to the condominium form of ownership, (including, without limitation, Chapter 5311 of the Ohio Revised Code); provided, however, that all inconsistencies between or among the permissive provisions of any statute and any provision of the Declaration and these By-Laws, shall be resolved in favor of the Declaration and these By-Laws and the mandatory provisions of any statute applicable to an association formed to administer property submitted to the condominium form or ownership, shall be resolved in favor of the latter statute. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or By-Laws of the Association, the terms and provisions of the Declaration shall prevail, and the owners and all persons claiming under them covenant to vote in favor of such amendments in the Article or By-Laws as will remove such conflicts or inconsistencies.

Section 6. Association's Right to Enter Units. The Association or its agents shall have the right of access to any unit when necessary in connection with any maintenance or construction for which the Association is responsible. Such right shall be exercised with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Association, at the expense of the maintenance fund. In the event of any emergency originating in or threatening any unit, the management agent or his representative or any other person designated by the Board may enter the unit immediately, whether the owner is present or not.

ARTICLE VI

Determination and Payment of Assessments

Section 1. Obligation of Owners to Pay Assessments. It shall be the duty of every unit owner to pay his proportionate share of the expenses of administration, maintenance and repair of the common areas and facilities and of the other expenses provided for herein. Such proportionate share shall be in the same ratio as his percentage of ownership in the common areas and facilities as set forth in the Declaration. Payment thereof shall be in such amounts and at such times as may be determined by the Board or the Association, as hereinafter provided. The Developer will assume the obligations of a unit owner in its capacity as owner of condominium ownership interest not yet sold, including, without limitation, the obligation to pay common expenses attaching to such interest, from the date the Declaration is filed for record.

Section 2. Preparation of Estimated Budget. Each year on or before December 1st, the Association shall estimate the total

amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th, notify each owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the owners according to each owners percentage of ownership in the common areas and facilities as set forth in the Declaration. On or before January 1st of the ensuing year, and the first of each and every month of said year, each owner shall be obligated to pay the Association, or as it may direct, 1/12th of the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Association shall supply to all owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be retained as reserves, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to unit owners, and any net shortage be added according to each owner's percentage of ownership in the common areas and facilities to the installments due in the succeeding six months after rendering of the accounting.

Section 3. Reserve for Contingencies and Replacements. The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any owner's assessment, the Association shall prepare an estimate of the additional cash requirements then necessary, or necessary for the balance of the year, which additional amount of each requirement shall be assessed to the owners according to each owner's percentage of ownership in the common areas and facilities. The Association shall serve notice of such further assessment on all owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than 10 days after the delivery or mailing of such notice of further assessments. All owners shall be obligated to pay the adjusted monthly amount.

Section 4. Budget for First Year. At the time of the filing of this Declaration, the Association shall determine the "estimated cash requirement", as hereinabove defined, for the remainder of the calendar year in which said filing occurs. Assessments shall be levied against the owners during said period as provided in Section 2 of this ARTICLE VI.

Section 5. Failure to Prepare Annual Budget. The failure

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

Section 6. Books and Records of Association. The Association shall keep full and correct books of account and the same shall be open for inspection by any owner or any representative of any owner duly authorized in writing, at such reasonable time or times during normal business hours, as may be requested by the owner. Upon 10 days notice to the Board any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

Any mortgagee holding a mortgage lien covering a condominium unit and/or any portion of the common areas and facilities shall have the right to inspect the books and records of the Association upon reasonable notice to the Board of Managers at such reasonable time or times during normal business hours.

Section 7. Status of funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the owners in proportion to each owner's percentage in the common areas and facilities as provided in the Declaration.

Section 8. Annual Audit. The books of the Association shall be audited once a year by the Board and such audit shall be completed prior to each annual meeting. If requested by two members of the Board, such audit shall be made by a certified public accountant. In addition and at any time requested by the owners of at least 50% of the units, including Developer if it be an owner, the Board shall cause an additional audit to be made.

Section 9. Remedies for Failure to Pay Assessments. If an owner is in default of the monthly payment of the aforesaid charges or assessments for 30 days, the Association may bring suit to enforce collection thereof, or to foreclose the lien therefore as provided in the Declaration, and there shall be added to the amount due the cost of said suit, together with legal interest and reasonable attorneys' fees to fixed by the Court. To the extent permitted by the Declaration, any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest,

costs and fees as above provided shall be and become a lien or charge against the unit ownership of the owner involved when payable and may be foreclosed by an action brought in the name of the Association as in the case of foreclosure of liens against real estate, as provided in the Declaration. As provided in the Declaration, the members of the Board and their successors in office, acting on behalf of the other unit owners, shall have the power to bid on the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the unit covered by his encumbrance and unless the request shall be complied with within 15 days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on any unit may pay any unpaid common expenses payable with respect to such unit and upon such payment such encumbrancer shall have a lien on such unit for the amounts paid at the same rank as the lien of his encumbrance.

Section 10. Security Deposits for Certain Owners. If, in the judgment of the Board, the equity interest of any owner (whether the original owner or a subsequent purchaser or transferee) in his unit at any time is not sufficient to assure realization (whether by foreclosure of the lien referred to in section 9 above, or otherwise) of all assessments, charges or other sums which may be levied by the Association, then whether or not such owner shall be delinquent in the payment of such levies, the Association shall have the right to require such owner to establish and maintain a security deposit in an amount which the Board deems necessary for such purpose, provided, however, that such security deposit shall in no event exceed an amount which, when added to such owner's equity interest in the purchased unit, will equal 25% of the purchase price of the unit in question. In the event that any owner shall fail to pay any assessments, charges or other sums which may be due hereunder, or shall otherwise violate any provisions of Chapter 5311 of the Ohio Revised Code or any covenants, term and conditions of the Declaration, the Association shall have the right, but not the obligation, to apply such security deposit in reduction of its alleged damages resulting from such failure or violation, which right shall be in addition to all other remedies provided for in Chapter 5311 of the Ohio Revised Code, the Declaration or these By-Laws. Upon any sale by such owner of his unit, or at such times as such owner's equity in his unit is sufficiently great to dispense with the necessity of such security deposit, any unapplied balance of said security deposit remaining to the credit of said owner shall be refunded, provided that such owner shall not be in default under any of his obligations under the Declaration. The Association shall have the right to maintain all security deposits held by it, as aforesaid, in a single savings account and shall not be required to credit interest to any owner until such time as the security deposit is refunded. Said security deposit shall at all times be subject and subordinate to the lien referred to in the

Declaration and Section 9 above and all rights thereto shall inure to the benefit of the lienor.

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ARTICLE VII

General Provisions

Section 1. Copies of Notice to Mortgage Lenders. Upon written request to the Board, the holder of any recorded mortgage or trust deed against any unit ownership shall be given a copy of any or all notices permitted or required by the Declaration or these By-Laws to be given other unit owners whose unit ownership is subject to such mortgage or trust deed.

Section 2. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these By-Laws shall be deemed to have been abrogated or waived by reason or any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 3. Notices to Mortgages. Any owner who mortgages his unit shall notify the Association, in such a manner as the Association may direct, of the name and address of his mortgagee and thereafter shall notify the Association of the full payment cancellation or other alteration of the status of such mortgage. The Association shall maintain such information in a book entitled "Mortgages of Units".

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

ARTICLE VIII

Rules and Regulations

Section 1. Adoption. The Board may adopt rules and regulations governing the operation and use of the Condominium Property not in conflict with the Declaration or these By-Laws or those adopted by the members pursuant to ARTICLE V, Section 1 above by a vote of a majority of the members of the Board.

Section 2. amendment. Such rules and regulations may be amended from time to time by a majority vote of the members of the Board or by a vote of more than 50% of the voting power of the Unit Owners' Association at the annual meeting of the same.

ARTICLE IX

Notices and Demands.

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

ARTICLE X

Definition

The definitions contained in the Declaration of Condominium Ownership of The Preserve Condominium, are hereby incorporated by reference and apply to these By-Laws as if fully rewritten herein.

ARTICLE XI

Amendment

These By-Laws may be amended as provided in the Declaration.

IN WITNESS WHEREOF, the said The Preserve Company, owner of all units in The Preserve Condominium, does hereby adopt these By-Laws effective this 29 day of April, 1993.

Witnesses:
John M. Skakun
JOHN M. SKAKUN
Joyce E. Hill
JOYCE E. HILL

The Preserve Company
By: Mark A. Prosis
Mark A. Prosis
By: Marc W. Lawrence
Marc W. Lawrence

STATE OF OHIO)
) SS:
STARK COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named The Preserve Company, an Ohio Joint Venture, by Mark A. Prorise and Marc W. Lawrence, authorized Managers, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of them individually and as managers of such joint venture.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 2^d day of April 1993.

William M. Keating
Notary Public *atty at law*
River town

This Instrument Prepared By:
Mark A. Prorise
4119 Whipple Ave., NW, Suite D
Canton, Ohio 44718
(216) 492-3753

TPCDECD

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EXHIBIT D

To the Declaration of
The Preserve Condominium

The real property comprising the additional property which may be added to the Condominium consists of the following tracts of land located in the Township of Jackson, County of Stark, State of Ohio and being part of the Northeast and Southeast Quarter of Section 36 (T-11, R-9) and more fully described as follows:

R. JAMES HAMMONTREE, P.E., P.S.
 BRUCE M. BARR, P.E., P.S.
 LAWRENCE D. PHILLIPS, P.E., P.S.
 RONALD P. DOHY, P.S.
 GARY L. TOUSSANT, P.S.
 JOSE E. TOLEDO, P.E., P.S.
 RICHARD R. COOK, P.E., P.S.
 CHARLES F. HAMMONTREE, P.E., P.S.
 JAMES C. BOLLIBON, P.E., P.S.

HAMMONTREE & ASSOCIATES, LIMITED
Consulting Engineers - Planners - Surveyors

TREEMORE BUILDING
 5233 STONEHAM ROAD
 NORTH CANTON, OHIO 44720

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 RICHARD J. FALKHABER, P.E., P.S.
 KEITH A. BENNETT, P.E.
 GREGORY E. MENCER, A.P.A.
 DANIEL J. GRINSTEAD, P.E.
 JEFFREY L. SPRAY, P.S.
 PAUL A. TOMIC, P.S.
 MARK E. FRANZEN, P.E.
 KARL J. OPRINCHI, P.E.
 BARBARA H. BENNETT, P.E.

March 31, 1993

DESCRIPTION OF A 0.117 ACRE TRACT, 26TH STREET N.W.

Situated in the Township of Jackson, County of Stark, State of Ohio, and being part of the Northeast Quarter of Section 36 (T-11, R-9):

Beginning at a PK nail set from County references at the southwest corner of said Northeast Quarter, thence S84°15'24"E, 25.00 feet to a 1/2" rebar with cap set; thence N05°46'00"E along the easterly right-of-way line of Woodlawn Avenue N.W., 646.56 feet to a 1/2" rebar with cap set and the true place of beginning;

1. Thence continuing N05°46'00"E along said easterly right-of-way line 45.10 feet;
2. Thence S83°56'56"E along the southerly line of a tract of land now or formerly owned by John Schrade, Paul Kalem and William Perdue, Trustees, 200.00 feet to a 1/2" rebar with cap set;
3. Thence S05°46'00"W, 25.00 feet to a 1/2" rebar with cap set;
4. Thence N83°56'56"W, 179.90 feet to a 1/2" rebar with cap set at a point of curvature;
5. Thence on a curve to the left having a radius of 20.00 feet, a central angle of 90°17'04", a tangent of 20.10 feet, a chord of 28.35 feet and a chord bearing of S50°54'32"W, an arc distance of 31.52 feet to a 1/2" rebar with cap set at a point of tangency and the true place of beginning.

The above described tract of land encloses and comprises part of a tract of land that was conveyed to The Preserve Company by a deed recorded in Volume 1348, Page 145 of the Stark County Official Records and contains 0.117 acres as surveyed by Ronald P. Dohy, P.S. #6175 of Hammontree and Associates, Limited, Engineers and Surveyors of North Canton, Ohio in March of 1993.

The basis of bearings for this description is N05°46'00"E, the centerline of Woodlawn Avenue from Menlough Estates No. 2 as recorded in Plat Book 28, Page 15 of the Stark County Plat Records.

R JAMES HAMMONTREE, P.E., P.S.
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 MARK E. FRANZEN, P.E.
 KARL J. OPRISCH, P.E.
 BARBARA H. BENNETT, P.E.

March 31, 1993

DESCRIPTION OF A 19.935 ACRE TRACT

Situated in the Township of Jackson, County of Stark, State of Ohio and being part of the Northeast Quarter and part of the Southeast Quarter of Section 36 (T-11, R-9);

Beginning at a PK nail set from County references at the southwest corner of said Northeast Quarter; thence S84°15'24"E 25.00 feet to a 1/2" rebar with cap set and the true place of beginning:

1. Thence N05°46'00"E along the easterly right-of-way line of Woodlawn Avenue, N.W., 201.11 feet;
2. Thence S84°14'00"E, 356.41 feet;
3. Thence N05°46'00"E, 54.65 feet;
4. Thence N35°16'19"E, 72.56 feet;
5. Thence S84°14'00"E, 40.00 feet;
6. Thence N05°46'00"E, 115.05 feet;
7. Thence N89°05'12"W, 120.52 feet;
8. Thence N05°46'00"E, 171.02 feet;
9. Thence N83°56'56"W, 75.76 feet;
10. Thence N06°03'04"E, 95.33 feet;

11. Thence S83°56'56"E along the southerly line of a tract of land now or formerly owned by John Schrade, Paul Kalem and William Perdue, trustees, 879.02 feet to a 1/2" iron pipe found;
12. Thence S05°46'26"W along the westerly line of tracts of land now or formerly owned by Citizens Investment Corporation II and Retirement Living Tax-Exempt Mortgage Fund Limited Partnership, 939.67 feet to a 1/2" rebar with cap set;
13. Thence N83°57'17"W along the northerly line of a tract of land now or formerly owned by K.P.C. Associates, 915.18 feet to a 5/8" iron bar found;
14. Thence N05°47'18"E along the easterly line of Lot 131 in Menlough Estates No. 2 as recorded in Plat Book 28, Page 15 of the Stark County Plat Records, 73.99 feet to a 1" iron pipe found;
15. Thence N83°48'17"W along the northerly line of said Lot 131, 200.39 feet to a 1/2" rebar with cap set;
16. Thence N05°43'11"E along the easterly right-of-way line of said Woodlawn Avenue, N.W., 173.61 feet to a 1/2" rebar with cap set and the true place of beginning.

The above described tract of land encloses and comprises part of a tract of land that was conveyed to The Preserve Company by a deed recorded in Volume 1348, Page 145 of the Stark County Official Records and contains 19.935 acres of which 13.943 acres are in the Northeast Quarter of Section 36 and 5.992 acres are in the Southeast Quarter of Section 36 as surveyed by Ronald P. Dohy, P.S. #6175 of Hammontree and Associates, Limited, Engineers and Surveyors of North Canton, Ohio in March of 1993.

The basis of bearings for this description is N05°46'00"E, the centerline of Woodlawn Avenue from Menlough Estates No. 2 as recorded in Plat Book 28, Page 15 of the Stark County Plat Records.

