EXHIBIT D

AMENDED AND RESTATED

BYLAWS

OF

THE MEADOWS OF WALDEN CONDOMINIUM ASSOCIATION

AMENDED AND RESTATED BYLAWS

OF THE MEADOWS OF WALDEN

CONDOMINIUM ASSOCIATION

The within Bylaws are executed and attached to the Declaration of The Meadows of Walden Condominium pursuant to Chapter 5311 of the Ohio Revised Code. Their purpose is to provide for the establishment of a Unit Owners Association for the government of the Condominium Property in the manner provided by the Declaration and by these Bylaws. All present or future Unit Owners or tenants or their employees, or any other person who might use the facilities of the Condominium Property in any manner shall be subject to the covenants, provisions, or regulations contained in the Declaration and these Bylaws and shall be subject to any restrictions, conditions, or regulations hereafter adopted by the Directors of the Association. The mere acquisition or rental of any of the Family Units (hereinafter referred to as "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 Bylaws 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 Meadows of Walden Condominium Association, and its sole purpose shall be to manage, govern and control The Meadows of Walden Condominium, hereinafter sometimes referred to as Condominium, in accordance with the Declaration of said 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 Walden Company, Ltd., An Ohio Limited Partnership, which together with its successors and assigns is herein called Developer, upon acquisition of title to a Unit, shall be a member of The Meadows of Walden Condominium Association hereinafter sometimes referred to as

Association. Such membership shall terminate upon the sale or other disposition by such member of his Unit, at which time the new Unit 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 Elements. This voting power can be exercised by the Unit Owner or Unit Owners of a Unit, his or her heirs, assigns, devisees, or personal representatives. If two or more persons own undivided interests in a Unit, each may exercise the proportion of the voting power of all the Unit Owners of his Unit that is equivalent to his proportionate interest in the Unit.

Section 4. Meetings Of Members.

(a) Annual Meeting. At the annual meeting, the Unit Owners shall elect the necessary member or members to 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 Secretary-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 Secretary-Treasurer.

(b) Special Meetings. Special meetings may be called by the President or Secretary-Treasurer or by Unit Owners constituting at least twenty-five percent (25%) of the voting power by written notice mailed regular mail, or personally delivered, to each Unit Owner at least fifteen days before the time and place for the meeting as shown in the notice. Notice of the meeting may be waived in writing by those entitled to notice. Special meetings will be presided over and conducted by the President, or in their absence, the Secretary-Treasurer. 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 25 percent of the voting power must be present at the meeting either in person or by proxy at a physical meeting providing for in person attendance or that attend by using the method of Authorized Communications Equipment, as defined in Bylaws Article I, Section 4(d), as amended, approved by the Board for meetings that are held via Authorized Communications Equipment. Ballots submitted via mail or by Electronic Voting Technology, as defined in Bylaws Article I, Section 4(d), as amended, also will count that Unit towards the quorum. The Board of Directors may adopt procedures and guidelines to permit the Association to verify that the person attending, either in person or by Authorized Communications Equipment, is a member that is eligible to vote and to maintain a record of any vote.

(d) Voting Methods. Prior to sending the notice for any meeting, as required by Bylaws Article I, Section 4(b) and Section 4(f), as amended, and depending on the conduct of the meeting as determined by the Board in accordance with Bylaws Article I, Section 4(g), as amended, voting will be conducted via one of the following methods:

(1) Voting in Person or by Proxy. For meetings that are held in person and provide for physical attendance, members may vote in person or by proxy. The person appointed as proxy need not be a member of the Association. Each proxy will be executed in writing by the member entitled to vote and must be returned to the Association by regular mail, hand delivery, electronic mail, or other method of delivery provided for or permitted by the Board. Every proxy will automatically cease upon conveyance of the Unit by the member.

(2) Voting by Mail and Electronic Voting Technology. For meetings that are held via Authorized Communications Equipment, voting will be conducted by mail, through the use of Electronic Voting Technology that is approved by the Board, or both. "Authorized Communications Equipment," as used in these Bylaws, means any communications equipment that is selected by the Board, in its sole discretion, that provides an electronic communication transmission, including but not limited to, by telephone, video conference, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention and participation of the member. "Electronic Voting Technology" as used in these Bylaws, means an electronic voting system that accurately and securely records the voting

member's intent to cast a ballot on a matter in the way identified by the member, and provides for the counting of electronic votes submitted, including by means of Internet, application, web, virtual, or other electronic technology. All matters to be voted on at a meeting utilizing Authorized Communications Equipment must be sent to the members no later than the date the meeting notice is sent to the members in accordance with Bylaws Article I, Section 4(b) and Section 4(f). Voting via mail or by use of Electronic Voting Technology is considered to be voting at the meeting, as if the member were physically present.

(3) Voting in Person, by Proxy, by Mail, and by Electronic Voting Technology. For meetings that are held in person and provide for physical attendance, voting may be conducted in person or by proxy, as provided for in this Bylaws Article I, Section 4(d)(1) above, and in addition the Board may authorize the members to vote by mail or Electronic Voting Technology as provided for in this Bylaws Article I, Section 4(d)(2) above.

Any ballots, regardless of method, received subsequent to the date and time the Board sets for ballots to be turned in will be held invalid. Any costs associated with voting, including mailing costs, printing, Authorized Communications Equipment and Electronic Voting Technology costs and subscriptions, are Common Expenses. The Board may adopt any additional regulations, procedures, or rules as may be necessary to effectuate the intent and purpose of this voting provision to provide for the use of the desired voting method.

(e) Actions Without a Meeting. All actions, except election or removal of Directors, which may be taken at a meeting of the Association may be taken without a meeting in accordance with the voting methods in Bylaws Article I, Section 4(d). The voting records will be filed with the minutes and proceedings of the Association.

(f) Notice of Meetings. Written notice of each meeting of the members will be given by, or at the direction of, the secretary or person authorized to call the meeting, delivered in accordance with Declaration Article XIX, at least fifteen days before the meeting, to each member entitled to vote at the meeting. The notice will specify the place, day and hour of the meeting, and in the case of a special meeting, the specific purposes of the meeting, and in the case of special meetings called by the members, the specific motion or motions (other than procedural) to be voted upon.

If the meeting is held via Authorized Communications Equipment, the meeting notice must include any pertinent information that is necessary to allow the member to participate at the meeting via the Authorized Communications Equipment.

(g) Conduct of Meetings. Prior to the meeting notice being sent to the members in accordance with Bylaws Article I, Section 4(b) and Section 4(f), the Board will determine whether the meeting will be conducted physically so that the members may attend in person, or by the use of Authorized Communications Equipment. If it is determined that the meeting will be held via Authorized Communications Equipment, the Board will decide if the members have the option to attend in person or via Authorized Communications Equipment or both.

If Authorized Communications Equipment is used, the persons utilizing the Authorized Communications Equipment must have the ability to communicate with the other participants to indicate their motion, vote, or statement, provided that the president, chair, or other person designated by the Board moderating the meeting, may silence or mute the Authorized Communications Equipment utilized by members to attend the meeting, unless the member is voting or has been recognized by the meeting chair or moderator to participate in the meeting. The meeting chair or moderator has the authority to decide and determine all procedural motions or other procedural matters to be decided at the meeting, including points of order and adjournment. The Board's purpose or reason for not conducting an in person meeting and instead having a meeting via Authorized Communications Equipment must be documented in the Board's meeting minutes.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Number and Qualifications.

The Board shall consist of three (3) persons, all of whom, except as otherwise provided, must be Unit Owners and occupants of a Unit. However, a spouse of a Unit Owner who is not the Unit Owner of any fee interest in the Unit may be nominated and serve as an officer and member of the Board of Directors. No candidate nominated and elected by Developer need be a Unit Owner or occupant of a Unit. In addition to Developer's rights as set forth herein, for five (5) years following the date of the establishment of the Association or until thirty

(30) days after the sale and conveyance of Condominium ownership interests to which appertain seventy-five percent (75%) of the undivided interests in the Common Elements to purchasers in good faith for value, whichever shall first occur, Developer shall designate one (1) member of the Board of Directors. During such period only two (2) members shall be elected by the Unit Owners, notwithstanding the provisions of Section (3) hereof.

If a Unit Owner is not an individual, that Unit Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit Owner. 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 2. Nominations; Election of Directors; Vacancies.

(a) Nominations. Nominations for the election of Directors to be elected by the members will be made by a nominating committee appointed by the Board or, if a committee is not appointed, by the Board itself; there will be no nominations from the floor. The nominating committee, or Board, will make as many nominations for election to the Board as it, in its discretion, determines, but no fewer than the number of vacancies that are to be filled and will verify that the nominees satisfy all qualification requirements of Bylaws Article II, Section 1. Any member may submit their name to the nominating committee, or Board, as a candidate, and the nominating committee, or Board, must nominate that member if that member satisfies all the qualifications to be a Director as further provided for in Bylaws Article II, Section 1, as amended. If there are fewer nominees than vacancies, the nominating committee, or 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.

Prior to sending the meeting notice, the nominating committee, or Board, will establish deadlines for when a request for nominations is sent to all members and when receipt of nominations must be obtained. Nominations must be made and received within a reasonable time period prior to the notice of any meeting where Directors are to be elected is sent in accordance with Bylaws Article I, Sections 4(b) and 4(f), as amended, so that the voting information containing all the candidates' names and an informational sheet, within size limitations

determined by the Board, containing their biographical information and affirming their candidacy, can be transmitted to the members no later than the sending of the meeting notice. The Board may adopt any additional regulations, procedures, or rules necessary to establish processes and deadlines in accordance with this nominations provision.

(b) Election of Directors. Unless there are no more nominees than vacancies, election to the Board by the members is by secret ballot, submitted either in person, by proxy, by mail, or by Electronic Voting Technology, as determined by the Board pursuant to Bylaws Article I, Section 4(d). The Association is not required to send ballots to the members via any method if there are an equal number of nominations as there are candidates, in which case the nominated candidates will automatically be elected to the Board of Directors at the election meeting.

Regardless of the voting method, the Board must adopt rules and safeguards to determine a method by which the secrecy of the ballots is maintained for those members while also maintaining the integrity of the voting process to ensure each member has only exercised their allotted vote once so that any other individuals can only identify that a Unit has voted, and not how a Unit has voted. The ballots, whether electronic or written, will list the number of open seats for Directors up for election and list the names of all of the nominated candidates.

If voting by mail, ballots must be submitted within dual envelopes. One of the two envelopes must contain the ballot itself, the "Ballot Envelope." The Ballot Envelope need not be signed. The second envelope must contain the Ballot Envelope and the ballot, the "Signature Envelope." The Signature Envelope must be signed by the member(s) voting, and will be used as a record of receipt of the member's ballot as well as to determine quorum. If the Signature Envelope is not signed by the member(s), the ballot in the Ballot Envelope will not be counted.

For the election of Directors, the members, or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes will be elected. Unless the nominated candidates who have received the largest number of votes agree otherwise, ties, including if there are an equal number of nominees as there are positions with different terms, will be determined by lot or flip of a coin by the chair or moderator of the meeting. Cumulative voting is not permitted.

The nominating committee, or if a nominating committee is not appointed, the Board itself (excluding any incumbent Directors who are running for re-election), is responsible for (i) confirming all nominated candidates meet the qualifications to serve as a Director, (ii) receiving and verifying any ballots that are cast in person or by mail, (iii) receiving and verifying any ballots cast using Electronic Voting Technology, (iv) counting each ballot submitted through any voting method, and (v) verifying the results of the election by providing the ballots and results to the chair or moderator of the meeting.

The chair or moderator will announce the election results at the meeting to be reflected in the meeting minutes and the Board will ensure the election results are provided to all members within a reasonable time after the meeting.

(c) Vacancies. In the event of any vacancy on the Board, the vacancy created will be filled by a special election held of the total membership to elect a member to fill the unexpired term of any vacancy.

Section 3. Term of Office; Resignation.

Each Director shall hold office for three (3) years and until his successor is elected, or until his earlier resignation, removal from office, or death. Any Director 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 Director may specify. Members of the Board shall serve without compensation. Notwithstanding the above, at the first organizational meeting of the members of the Association, the term of office of the (3) Directors chosen shall be as follows: One (1) Board member shall be chosen for a term to expire at the first regular, annual meeting; one (1) Board member shall be chosen for a term to expire at the second regular, annual meeting; and one (1) Board member shall be chosen for a term at the third regular, annual meeting. Thereafter, all Board members chosen are to serve three (3) year terms.

Section 4. 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 Bylaws or in the Declaration, and shall have such powers as shall be delegated to it by the Association.

In accordance with Ohio Revised Code Section 5311.081(B), in addition to all other powers enumerated herein, the Board may exercise all powers of the Association, including the power to do the following:

(a) Hire and fire attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and/or operation of the Condominium Property and the Association;

(b) 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;

(c) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;

(d) Adopt rules that regulate the use or occupancy of Units, the maintenance, repair, replacement, modification, and appearances of Units, Common Elements, and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Units;

(e) Grant easements, leases, licenses, and concessions through or over the Common Elements;

(f) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;

(g) Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health or safety of the occupants of that Unit or another Unit;

(h) Purchase insurance and fidelity bonds the Board considers appropriate or necessary; and

(i) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

Section 5. Organizational Meeting.

Immediately after each annual meeting of members of the Association, the newly elected Directors and those Directors 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 6. Regular Meeting.

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

Section 7. Special Meeting.

Special meetings of the Board may be held at any time upon call by the President or any two (2) Directors. Written notice of the time and place of each such meeting shall be given to each Director, either by personal delivery or by mail, telegram, or telephone at least twenty-four (24) hours before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any Director at any such meeting, without protesting prior to or at the commencement of the meeting, lack of proper notice shall be deemed to be a waiver by him of notice or such meeting and such notice may be waived in writing, either before or after the holding of such meeting, by any Director, 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 telephone process allowing communication between all parties present.

Section 8. Actions Without a Meeting.

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

Section 9. Quorum.

A quorum of the Board shall consist of a majority of the Directors then in office; provided that a majority of the Directors 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 Bylaws. In accordance with Ohio Revised Code Section 5311.08(A)(4)(a), any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to every other Board member.

Section 10. Removal.

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

Section 11. 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.

The Board may maintain blanket fidelity, crime, or dishonesty insurance coverage for any person who controls or disburses Association funds. As used in this section, "person who controls or disburses Association funds" means any individual with authority or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any Association account or deposit, including the following:

(a) A management company's principals and employees;

(b) A bookkeeper;

(c) The president, secretary, treasurer, any other board member, or employee of the Unit Owners Association.

All of the following apply to the insurance coverage required under this section:

(1) Coverage shall be for the maximum amount of funds that will be in the custody of the Association or its designated agent at any one time plus three months of operating expenses.

(2) The insurance shall be the property of and for the sole benefit of the Association and shall protect against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of Association funds.

(3) The policy shall include in its definition of "employee" the manager and the managing agent of the Association's funds or provide for this inclusion by an endorsement to the policy.

(4) The policy shall name the Association as the insured party and shall include a provision requiring the issuer of the policy to provide a ten-day written notice to the Association's president or manager in the event of cancellation or substantial modification of the policy. The manager or managing agent, if any, of the Association shall be the designated agent on the policy.

(5) If there is a change in the manager or the managing agent of the Association, then within ten days of the effective start date, the new manager or managing agent shall notify the insurer of such change.

Section 12. Managing Agent.

(a) Employment of Manager. For a period of five (5) years after the filing of the Declaration on or about July 25, 1979, at Volume 969, Page 42 et seq., the Board shall employ professional persons, firms, or corporations, including Developer or any of its affiliated entities, as managers or managing agents approved by the Developer. Thereafter, the Board may, at its discretion, employ persons, firms, or corporations of its choice as managers or managing agents, and may delegate thereto such duties and responsibilities of the Association as the Board of the Association shall from time to time specify. The Board of the Association may provide for reasonable compensation for the performance of such duties and responsibilities so delegated.

(b) Notwithstanding the provisions of Section (12)(a) of this Article, the Unit Owners and the Association will not be bound for more than one (1) year by any management contract or agreement executed prior to the assumption of control of the Board by Unit Owners other than Developer, as provided in Sections (1) and (2) of this Article, unless such contract or agreement is renewed by a vote of the newly constituted Board of Directors after said assumption of control occurs.

(c) In the event the Board of Directors at any time shall have entered into a contract with a professional management entity, the contract shall provide that the Board of Directors may terminate the agreement upon ninety (90) days written notice to said professional management entity.

Section 13. The Association shall have the authority to enter into an agreement with adjacent or nearby property Unit Owners to lease or otherwise share the use and expenses of certain facilities owned by or under the control of such property Unit Owners or owned by or under the control of this Association including but not limited to, maintenance facilities and any recreation areas.

Section 14. **Indemnification of Board Members, Officers, and Committee Members.**

The Association must indemnify: (1) any current or former Director, (2) any current or former officer of the Association, (3) any current or former committee member, and/or (4) any of said Director's or officer's respective heirs, executors, and administrators; against reasonable expenses, including attorneys' fees, judgements, decrees, fines, penalties, or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense or any pending or threatened action, suit, or proceeding, criminal or civil, to which he/she is or may be made a party by reason of being or having been such Director, committee member, or officer, provided it is determined, in the manner set forth below, that (i) such Director, committee member, or officer was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association; (ii) such Director, committee member, or officer acted in good faith in what he/she reasonably believed to be in, or not opposed to, the Association's best interest; (iii) in any criminal action, suit, or proceeding, such Director, committee member, or officer had no reasonable cause to believe that his/her conduct was unlawful and is not convicted of theft or other theft related crime including but not limited to larceny, forgery, false pretenses, fraud, embezzlement, conversion, and/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, committee member, or officer is successful in defense of any action, suit, or proceeding, or in the defense of any claim, issue, or matter, he/she must, in that event, be indemnified.

(a) 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 such amounts.

(b) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Section 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 and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1702.12(E) of the Ohio Revised Code and its successor statutes, or otherwise. The Association must purchase and maintain insurance on behalf of any person who is or was a Director, committee member, or officer against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Director, committee member, or officer.

(c) Directors, Officers, and Committee Members Liability. The Directors, officers, and committee members, of the Association are not personally liable to the Unit Owners for any mistake of judgement, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's indemnification includes, but is not limited to, all contractual liabilities to third parties arising out of contracts made on behalf of the Association and every contract or agreement made by any Director, or officer will mean that such Director or officer is acting only as a representative of the Association and will have no personal liability, except with respect to any such contacts made in bad faith or contrary to the provisions of the Declaration or these Bylaws and/or as a Unit Owner.

(d) Cost of Indemnification. Any sum paid or advanced by the Association under this Section 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 Section; provided, however, that the liability of any Unit Owner arising out of the contract made by any Director, committee member, or officer, or out of the aforesaid indemnity in favor of such Director, committee member, or officer, is limited to such proportion of the total liability as said Unit Owner's pro rata share bears to the total percentage interest of all the Unit Owners as members of the Association.

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 and Secretary-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 (1) 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 by 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 Secretary-Treasurer shall act in the absence of the President, and the Secretary-Treasurer shall keep the minutes of the Association and Board meetings, shall handle the financial affairs of the Association, including deposits of funds, 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 Revised Code Chapter 5311.

ARTICLE IV

MAINTENANCE AND IMPROVEMENTS

Section 1. Payments from Maintenance Funds.

The Association, for the benefit of all the Unit 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 Elements. Water, sewer, waste removal, electricity, telephone, heat, power or any other necessary utility service for the Common Elements;

(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 members of the Board, and the Unit Owners against any liability to the public or to the Unit Owners (of Units and of the Common Elements, and their invitees, or tenants), incident to the ownership and/or use of the Common Elements and Units, as provided in the Declaration, the limits of which policy shall be reviewed annually;

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

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

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

paint, clean, decorate, maintain and repair), the operation of swimming pools, tennis courts, and other recreational facilities, and such furnishing and equipment for the Common Elements 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 Elements.

(g) Additional Expenses. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and these Bylaws, of 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 Bylaws.

(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 Elements, rather than merely against the interests therein of particular Unit Owners, it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specifically assessed to said Unit 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 Elements, or any other portion of a building, and the Unit Owner or Unit 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 delivered by the Association to said Unit Owner or Unit Owners, provided that the Association shall levy special assessments against such Unit Owner for the cost of said maintenance or repair.

(j) Capital Additions and Improvements. The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of the Declaration and these Bylaws) having an annual total cost in excess of Five Hundred Dollars ($500), nor shall the Association authorize any structural alterations, capital additions, to, or capital improvements of the Common Elements requiring an

expenditure in excess of Five Hundred Dollars ($500) without in each case the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association.

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

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

(m) Use of Joint Facilities. The rent for or payment for the use of joint facilities contemplated by Bylaws Article II, Section 13.

ARTICLE V

GENERAL POWERS OF THE ASSOCIATION

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 Bylaws 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 Unit Owners and occupants of the Condominium Property. Written notice of such rules and regulations shall be given to all Unit Owners and occupants and the Condominium Property shall at all times be maintained subject to such rules and regulations. In the event such supplemental rules and regulations shall conflict with any provisions of the Declaration or of these Bylaws, the provisions of the Declaration and of these Bylaws shall govern.

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 Unit Owners or of 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 Unit Owners and/or occupants as they 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 services and facilities shall be determined by the Board and may be charged directly to participating Unit Owners, or paid from the maintenance fund and levied as a special assessment, due from the participants.

In accordance with Ohio Revised Code Section 5311.081(B)(15), the Board may impose reasonable charges to the Unit Owner for providing copies of the Declaration, Bylaws or amendments thereto as well as reasonable charges for the handling of re-financing and/or resale documentation, and/or statements of unpaid Assessments.

Section 4. Applicable Laws.

The Association shall be subject to and governed by the provisions of any statute adopted at any time and applicable to property submitted to the condominium form of ownership (including without limitation, Chapter 5311 of the Ohio Revised Code); provided, however, that all inconsistencies between or among the permissive provisions of any statute and any provision of the Declaration and these Bylaws, shall be resolved in favor of the Declaration and these Bylaws, and any inconsistencies between any statute applicable to associations formed to administer property submitted to the condominium form of 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 Bylaws of the Association, the terms and provision of the Declaration shall prevail, and the Unit Owners and all persons claiming under them covenant to vote in favor of such amendments in the Articles or Bylaws as will remove such conflicts or inconsistencies.

Section 5. 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 Unit 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 Unit Owner is present or not.

ARTICLE VI

DETERMINATION AND PAYMENT OF ASSESSMENTS

Section 1. Obligation of Unit 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 Elements 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 Elements as set forth in the Declaration. Payment thereof shall be in such amounts and at such times as may be determined by the Board of the Association, as hereinafter provided. The Developer will assume the obligations of a Unit Owner in its capacity as a Unit Owner of Condominium ownership interests 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 Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit

Owner's percentage of ownership in the Common Elements as set forth in the Declaration. On or before January 1st, of the ensuing year, and the first of each and every month, of said year, each Unit Owner shall be obligated to pay to the Association, or as it may direct, one-twelfth (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 Unit 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 credited according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Unit Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six (6) months after rendering of the accounting. In accordance with Ohio Revised Code Section 5311.21, in the alternative, if the Association has collected a Common Surplus at the end of any fiscal year, the Board may determine that such amount will be applied toward reserves.

Section 3. **Reserve for Contingencies and Replacements.**

The Association shall build up and maintain a reasonable reserve for contingencies and replacements in an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, unless the Unit Owners, exercising not less than a majority of the voting power of the Association, waive the reserve requirement in writing annually. 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 Unit 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 Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements. The Association shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective

with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessments. All Unit Owners shall be obligated to pay the adjusted monthly amount.

Section 4. Budget for First Year.

When the First Board elected hereunder takes office, the Association shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Unit Owners during said period as provided in Section (2) of this Article VI.

Section 5. Failure to Prepare Annual Budget.

The failure or delay of the Association to prepare or serve the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit 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 Unit Owner shall continue to pay the monthly maintenance charge at the existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted 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 Unit Owner or any representative of any Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours, as may be requested by the Unit Owner. Upon ten (10) days notice to the Board any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

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

The Association, as determined by the Board, is not required to permit the examination and copying of any of the following from books, records, or minutes that contain any of the following:

(a) Information that pertains to Condominium Property-related personnel matters;

(b) Communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;

(c) 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;

(d) Information that relates to the enforcement of the Declaration, Bylaws, or Association rules and regulations against a Unit Owner;

(e) Information the disclosure of which is prohibited by state or federal law; or

(f) Records that date back more than five years prior to the date of the request.

Section 7. Status of Funds Collected by Association.

All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder, against less than all of the Unit Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the Unit Owners in proportion to each Unit Owner's percentage in the Common Elements 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

(2) members of the Board, such audit shall be made by a Certified Public Accountant. In addition and at any time requested by the Unit Owners of at least fifty percent (50%) of the Units, including the Developer if it be a Unit Owner, the Board shall cause an additional audit to be made.

Section 9. Remedies for Failure to Pay Assessments.

If a Unit Owner is in default of the monthly payment of the aforesaid charges or assessments for thirty (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 be fixed by the court. To the extent permitted by the Declaration, any decision, or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit ownership of the Unit 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 fifteen (15) days, all unpaid Common Expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such 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 from Certain Unit Owners.

If in the judgment of the Board the equity interest of any Unit Owner (whether the original Unit 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 Unit Owner shall be delinquent in the payment of such levies, the Association

shall have the right to require such Unit Owner to establish and maintain a security deposit, in an amount which the Board deems necessary for such purpose, provided, however, that such security deposit shall in no event exceed an amount which, when added to such Unit Owner's equity interest in the purchased Unit, will equal twenty-five percent (25%) of the purchase price of the Unit in question. In the event that any Unit Owner shall fail to pay any assessments, charges, or other sums which may be due hereunder, or shall otherwise violate any provisions of Chapter 5311, Ohio Revised Code, any covenants, terms and conditions of the Declaration, the Association shall have the right, but not the obligation, to apply such security deposit in reduction of its alleged damages resulting from such failure or violation, which right shall be in addition to all other remedies provided for in Chapter 5311, Ohio Revised Code, the Declaration or these Bylaws. Upon any sale by such Unit Owner of his Unit, or at such time as such Unit Owner's equity in his Unit is sufficiently great to dispense with the necessity of such security deposit, any unapplied balance of said security deposit remaining to the credit of said Unit Owner shall be refunded, provided that such Unit Owner shall not be in default under any of his obligations under the Declaration. The Association shall have the right to maintain all security deposits held by it, as aforesaid, in a single savings account and shall not be required to credit interest to any Unit Owner until such time as the security deposit is refunded. Said security deposit shall at all times be subject and subordinate to the lien referred to in the Declaration and Section (9) above and all rights thereto shall inure to the benefit of the lienor.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Copies of Notice to Mortgage Lenders.

Upon written request to the Board, 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 Bylaws 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 Bylaws shall be deemed to have been abrogated or

waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 3. Notices of Mortgages.

Any Unit Owner who mortgages his Unit shall notify the Association, in such manner as the 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 Bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these Bylaws.

ARTICLE VIII

BOARD OF DIRECTORS RULES AND REGULATIONS

Section 1. The Board may adopt rules and regulations governing the operation and use of the Condominium Property not in conflict with the Declaration or these Bylaws 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. 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 fifty percent (50%) of the voting power of the Unit Owners Association at the Annual meeting of the same.

ARTICLE IX

NOTICES AND OTHER ACTIONS AND COMMUNICATIONS

All notices required or permitted under the Declaration or Bylaws, to the Association, the Board, or members must be delivered in accordance with Declaration Article XIX, as amended.

ARTICLE X

DEFINITION

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

ARTICLE XI

AMENDMENT

These Bylaws may be amended as provided in the Declaration

EXHIBIT E

SCHEDULE OF PERCENTAGES OF INTEREST

Unit Designation	No. rooms	Approx. Area	Stories	City House Number	1 Chart room 2 Screened porch	% Interest in Common Area	Elevation of Datum Point	Elevation of Upper Limit Plane	Elevation of Lower Limit Plane	Unit Designation
1-M	9	2920	2	407-30		1.8954	1084.66	1108	1074	1-M
1-K	12	2795	1	407-31	2	1.8954	1085.66	1108	1074	1-K
2-T	6	2348	2	410-32	1	1.4410	1088.00	1112	1078	2-T
2-Kc	12	2795	1	410-33		1.8954	1090.06	1112	1078	2-Kc
2-Ke	12	2795	1	410-34		1.8954	1090.86	1112	1078	2-Ke
3-K	12	2795	2	413-35	1	2.1238	1087.50	1110	1077	3-K
4-Js	8	3268	2	417-36	1	1.8954	1090.46	1115	1081	4-Js
4-Jn	8	3268	2	417-37		1.8954	1091.56	1115	1081	4-Jn
5-M	9	2920	2	433-38		1.8954	1093.99	1118	1084	5-M
5-K	12	2795	1	433-39		1.8954	1094.89	1118	1084	5-K
5-J	8	3268	1	433-40		1.8954	1096.19	1118	1084	5-J
6-M	9	2920	2	420-41		1.8954	1098.99	1123	1088	6-M
6-K	12	2795	1	420-42		1.8954	1099.09	1123	1088	6-K
6-S	7	2160	2	420-43		1.3674	1096.09	1123	1088	6-S
7-Kn	12	2795	1	424-44	2	1.8954	1094.99	1114	1085	7-Kn
7-Kc	12	2795	1	424-45		1.8954	1097.49	1114	1085	7-Kc
7-J	8	3268	2	424-46		1.8954	1099.79	1124	1085	7-J
8-Te	6	2348	2	428-47	2	1.4410	1093.89	1118	1084	8-Te
8-Tw	6	2348	2	428-48	2	1.4410	1093.09	1118	1084	8-Tw
9-J	8	3268	1	459-49		1.8954	1078.96	1102	1069	9-J
9-A	10	3300	2	459-50		2.2754	1079.86	1102	1069	9-A
10-Jn	8	3268	2	457-51		1.8954	1079.49	1102	1069	10-Jn
10-Js	8	3268	2	457-52		1.8954	1079.49	1102	1069	10-Js
11-T	6	2348	2	455-55	1	1.4410	1085.56	1108	1074	11-T
11-K	12	2795	1	455-56	2	1.8954	1084.26	1108	1074	11-K
11-M	9	2920	2	455-57		1.8954	1082.26	1108	1074	11-M
12-K	12	2795	1	452-58	2	2.0476	1085.86	1108	1074	12-K
12-A	10	3300	2	452-59		2.2754	1085.96	1108	1074	12-A
12-J	8	3268	2	452-60		2.0476	1085.96	1108	1074	12-J
13-E	9	3667	2	450-68	1	2.2754	1088.06	1112	1079	13-E
13-J	8	3268	2	450-69	1	2.0476	1087.16	1112	1079	13-J
13-L	9	2482	2	450-70	1	1.8954	1088.06	1112	1079	13-L
14-E	9	3667	2	447-61	1	2.2754	1090.36	1114	1080	14-E
14-A	10	3300	2	447-62		2.2754	1091.86	1114	1080	14-A
14-J	8	3268	1	447-63		1.8954	1091.96	1114	1080	14-J
15-E	9	3667	2	444-64	1	2.4993	1092.90	1116	1082	15-E
16-Tw	6	2348	2	438-71	1	1.4410	1092.96	1116	1082	16-Tw
16-Tc	6	2348	2	438-72	1	1.4410	1093.56	1116	1082	16-Tc
16-J	8	3268	2	438-73	1	1.8954	1094.00	1118	1082	16-J
17-K	12	2795	1	423-83	2	2.1238	1086.00	1108	1074	17-K
18-J	8	3268	2	440-74	1	2.1238	1084.42	1106	1072	18-J
19-Tn	6	2348	2	453-55	1	1.4410	1084.90	1106	1072	19-Tn
19-Ts	6	2348	2	453-53	1	1.4410	1084.90	1106	1072	19-Ts
20-T	6	2348	2	433-66	1	1.4410	1085.90	1106	1075	20-T
20-K	12	2795	1	433-67	2	1.8954	1085.90	1106	1075	20-K
21-M	9	2290	2	415-82	2	2.1238	1085.40	1106	1075	21-M
22-J	8	3268	2	404-81	2	2.1238	1079.08	1109	1076	22-J
23-Te	6	2348	2	434-75	1	1.4410	1084.50	1106	1072	23Te
23-Tw	6	2348	2	434-76	1	1.4410	1084.50	1106	1072	23Tw
24-J	8	3268	1	410-80	1	2.7493	1070.20	1089	1062	24-J
25-E	9	3667	2			3.0507	1076.50	1096	1066	25-E
26-J	8	3268	1			2.7493	1073.50	1093	1069	26-J

100%

VOL 1040 PG 0163

EXHIBIT F

EASEMENT FOR COMMON PRIVATE DRIVE

See Easement shown in Exhibit F as recorded in Volume 969, Pages 146 to 148, inclusive of the Portage County Records.

EXHIBIT G

LEGAL DESCRIPTION OF ADDITIONAL REAL PROPERTY FOR FUTURE EXPANSION

Description of the Meadows of Walden a Condominium

INITIAL PHASE 11.3098 ACRES

Situated in the City of Aurora, County of Portage, and State of Ohio, and known as being a part of Lot No. 12 in said City and being bounded and described as Follows:

Beginning at an iron pin in the centerline of Bissell Road, and in the east line of Lot 12, said pin being Due North a distance of 2872.73 feet from the southeast corner of Lot 12;

thence, South 75° 57' 50" West along the north line of lands known as The Willows of Walden Condominium as recorded in Vol. page of Portage County Records a distance of 432.93 feet to an iron pin;

thence, continuing along said "Willows" North 72° 10' 52" West a distance of 147.05 feet to an iron pin;

thence, continuing along said "Willows" South 46° 23' 50" West a distance of 145.00 feet to an iron pin, the same being in the east line of Concord Downs of Walden Condominium;

thence, North 38° 27' 13" West along said Concord Downs a distance of 217.08 feet to an iron pin;

thence, North 68° 11' 55" West a distance of 168.41 feet to a spike;

thence, North 2° 50' 01" East a distance of 180.64 feet to a point;

thence, Due East a distance of 133.10 feet to a point;

thence, North 12° 37' 55" East a distance of 171.02 feet to a point;

thence, South 88° 20' West a distance of 135.56 feet to a point;

thence, Due North a distance of 192.02 feet to a point;

thence, South 84° 00' 04" East a distance of 397.01 feet to an iron pin;

thence, North 3° 47' 20" East a distance of 70.00 feet to an iron pin;

thence, North 84° 33' 30" East a distance of 287.10 feet to an iron pin;

thence, South 11° 43' 40" East a distance of 102.63 feet to an iron pin;

thence, South 56° 18' 36" West a distance of 126.19 feet to a point;

thence, South 4° 34' 26" East a distance of 250.80 feet to a point;

thence, South 85° 45' 49" East a distance of 135.37 feet to an iron pin;

thence, Due East a distance of 150.00 feet to an iron pin in the centerline of Bissell Road and the east line of Lot 12;

thence, Due South in said centerline and Lot line a distance of 240.00 feet to theplace of beginning and containing within said bounds 11.3098 acres of land more or less but being subject to all legal highways.

Surveyed in April, May, and June of 1979 by James A. Morrison, Registered Surveyor No. 4760.

RECEIVED FOR RECORD
TAX MAP DEPT.
BY [illegible] DATE 7-24-79

6-19-79
James A. Morrison

27792

VOL 0669 PAGE 0149

DESCRIPTION OF FUTURE PHASE OF THE MEADOWS OF WALDEN CONDOMINIUM

Situated in the City of Aurora, County of Portage, State of Ohio, and known as being a part of Lot No. 12 in said City and being bounded and described as follows:

Commencing at an iron pin at the southeast corner of Lot No. 12;

thence, Due North in the centerline of Bissell Road and the East Line of Lot 12 a distance of 2872.73 feet to a point;

thence, South 75° 57' 50" West along the north line of lands known as the Willows of Walden Condominium as recorded in Vol. page of Portage County Records a distance of 432.93 feet to an iron pin;

thence, continuing along said "Willows" North 72° 10' 52" West a distance of 147.05 feet to an iron pin;

thence, continuing along said "Willows" South 46° 23' 50" West a distance of 145.00 feet to an iron pin;

thence, North 38° 27' 13" West along the north line of "Concord Downs" of Walden Condominium a distance of 217.08 feet to an iron pin;

thence, North 68° 11' 55" West along said Concord Downs a distance of 160.45 feet to a point, the same being the True Place of Beginning of the parcel bounded by this description;

thence, North 68° 11' 55" West a distance of 55.00 feet to an iron pin;

thence, Due West along the north line of said Concord Downs a distance of 200.00 feet to an iron pin;

thence, South 73° 18' 03" West along said Concord Downs a distance of 208.81 feet to an ieon pin;

thence, Due West a distance of 75.75 feet to the east line of Walden Drive, an 80' wide dedicated street;

thence, north in the east line of Walden Drive along a circular arc having a radius of 3640.00 feet, an arc distance of 209.64 feet to an iron pin and point of compound curvature in the ease line of Walden Drive;

thence, north in said east line along a circular arc having a radius of 2956.29 feet, an arc distance of 104.02 feet to a point in said east line of Walden Drive;

thence, North 48° 46' 00" East a distance of 355.20 feet to an iron pin;

thence, North 82° 12' 34" East a distance of 241.99 feet to an iron pin;

thence, South 84° 00' 04" East a distance of 48.72 feet to a point;

thence, Due South a distance of 192.02 feet to a point;

thence, North 88° 20' East a distance of 135.56 feet to a point;

thence, South 12° 37' 55" West a distance of 171.02 feet to a point;

thence, Due West a distance of 133.10 feet to a point;

thence, South 2° 50' 01" West a distance of 180.64 feet to the True Place of beginning and containing within said bounds 6.1883 acres, as surveyed by James A. Morrison, Registered Surveyor No. 4760, in July of 1979.

LIBER 0969 PAGE 0159

DESCRIPTION OF CENTERLINE OF 50 FOOT ROADWAY RUNNING FROM WALDEN DRIVE NEAR BISSELL ROAD NORTHERLY, PAST THE BARN, PAST PASUIT, TO THE SOUTH LINE OF THE HIGHLANDS CONDOMINIUM, THRU THE HIGHLANDS, AND ALONG THE NORTH LINE OF BLOCK "P" TO ITS TERMINUS ON THE EAST LINE OF WALDEN DRIVE

Situated in the City of Aurora, County of Portage, and State of Ohio, and known as being situated within original Lot No. 12 in said City, and being described as follows:

Roadway easement shall be 50 feet in width lying 25 feet each side of the following described centerline:

Commencing at a point in the centerline of Walden Drive, said point being westerly a distance of 206.85 feet as measured along the centerline of Walden Drive from the centerline of Bissell Road;

thence, North 11° 52' 40" West, a distance of 364.39 feet to a point;

thence, North 8° 41' 03" West a distance of 357.65 feet to a point, the same being an angle point in the south line of "The Highlands of Walden Condominium";

thence, North 20° 14' 07" West a distance of 271.77 feet to a point; thence, North 40° 22' 44" West a distance of 222.31 feet to a point of curve; thence, along a circular arc to the right, having a radius of 256.78 feet and a tangent distance of 140.00 feet, an arc distance of 256.35 feet to a point;

thence, North 16° 49' 17" East a distance of 94.01 feet to a point; thence, Due North parallel and 25 feet westerly from the west line of said Highlands Condominium a distance of 238.98 feet to a point;

thence, North 1° 44' 59" West a distance of 491.25 feet to a point;

thence, North 11° 30' 50" West a distance of 275.54 feet to a point;

thence, North 38° 27' 13" West a distance of 217.08 feet to a point;

thence North 68° 11' 55" West a distance of 215.41 feet to a point;

thence Due West a distance of 200.00 feet to a point;

thence, South 73° 42' 03" West a distance of 208.81 feet to a point;

thence, Due West a distance of 75.75 feet to the east line of Walden Drive an 80 foot wide public street to be dedicated and recorded as West Aurora Subdivision No. 5, and the terminus of this centerline description.

The aforedescribed roadway has a centerline length of 3489.30 feet and generally follows the center of an existing paved roadway.

Surveyed and described this 19th day of January 1974 by James A. Morrison Registered Surveyor No. 4760.

RECORDED 1974 PAGE 1151

DESCRIPTION OF FUTURE PHASE OF THE MEADOWS OF WALDEN CONDOMINIUM

Situated in the City of Aurora, County of Portage, State of Ohio, and known as being a part of Lot No. 12 in said City and being bounded and described as follows:

Commencing at an iron pin at the southeast corner of Lot No. 12;

thence, Due North in the centerline of Bissell Road and the East Line of Lot 12 a distance of 2872.73 feet to a point;

thence, South 75° 57' 50" West along the north line of lands known as the Willows of Walden Condominium as recorded in Vol. page of Portage County Records a distance of 432.93 feet to an iron pin;

thence, continuing along said "Willows" North 72° 10' 52" West a distance of 147.05 feet to an iron pin;

thence, continuing along said "Willows" South 46° 23' 50" West a distance of 145.00 feet to an iron pin;

thence, North 38° 27' 13" West along the north line of "Concord Downs" of Walden Condominium a distance of 217.08 feet to an iron pin;

thence, North 68° 11' 55" West along said Concord Downs a distance of 160.45 feet to a point, the same being the True Place of Beginning of the parcel bounded by this description;

thence, North 68° 11' 55" West a distance of 55.00 feet to an iron pin;

thence, Due West along the north line of said Concord Downs a distance of 200.00 feet to an iron pin;

thence, South 73° 18' 03" West along said Concord Downs a distance of 208.81 feet to an ieon pin;

thence, Due West a distance of 75.75 feet to the east line of Walden Drive, an 80' wide dedicated street;

thence, north in the east line of Walden Drive along a circular arc having a radius of 3640.00 feet, an arc distance of 209.64 feet to an iron pin and point of compound curvature in the ease line of Walden Drive;

thence, north in said east line along a circular arc having a radius of 2956.29 feet, an arc distance of 104.02 feet to a point in said east line of Walden Drive;

thence, North 48° 46' 00" East a distance of 355.20 feet to an iron pin;

thence, North 82° 12' 34" East a distance of 241.99 feet to an iron pin;

thence, South 84° 00' 04" East a distance of 48.72 feet to a point;

thence, Due South a distance of 192.02 feet to a point;

thence, North 88° 20' East a distance of 135.56 feet to a point;

thence, South 12° 37' 55" West a distance of 171.02 feet to a point;

thence, Due West a distance of 133.10 feet to a point;

thence, South 2° 50' 01" West a distance of 180.64 feet to the True Place of beginning and containing within said bounds 6.1883 acres, as surveyed by James A. Morrison, Registered Surveyor No. 4760, in July of 1979.

LIBER 0969 PAGE 0452

EXHIBIT H

EASEMENT FOR MAINTENANCE DRIVE FOR GOLF COURSE AND GROUNDSKEEPING EQUIPMENT

See Easement shown in Exhibit H as recorded in Volume 969, Pages 153 to 155, inclusive of the Portage County Records.