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**ABBAY GLEN CONDOMINIUMS ASSOCIATION, INC.**

**BYLAWS**

**APPENDIX C**

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APPENDIX C

BYLAWS

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## APPENDIX C

### BYLAWS

#### ARTICLE I PURPOSE AND DEFINITIONS

##### Section 1. Purpose

The within Bylaws are executed and annexed to the Declaration of Abbey Glen Condominiums pursuant to the Ohio Condominium Act, Ohio Revised Code Chapter 5311. Their purpose is to provide for the establishment of a Unit Owners' Association for the government of said Condominium property in the manner provided by said Declaration and by these Bylaws.

##### Section 2. Definitions

Certain of the terms used in these Bylaws have been defined in the Declaration and, when used herein, shall have the same meaning as set forth in the Declaration, unless the context clearly indicates a different meaning therefor.

#### ARTICLE II THE ASSOCIATION

##### Section 1. Form of Association

The Association shall be a non-profit unincorporated Association unless either the Declarant or the Board shall elect to incorporate the Association by filing Articles of Incorporation not in conflict with these Bylaws or the Declaration. Upon incorporation, these Bylaws shall serve as the Code of Regulations for the incorporated Association. Said incorporated Association is intended to qualify for tax exempt status under the Internal Revenue Code, and to this end, the Association is organized solely to provide for the management and maintenance of the Condominium Property. The Association, through its Board of Managers, shall take proper steps to insure, if possible, that its operations meet the requirements of the Internal Revenue Code for tax exempt status, and if any provision of these Bylaws, or any amendment hereto, would prevent the Association from qualifying for such tax exempt status, said provision or amendment shall be deemed null and void.

##### Section 2. Membership

Each Unit Owner upon acquisition of fee simple title to a Unit shall automatically become a Member of the Association. Such membership shall be non-transferable and shall terminate upon the sale or other disposition by such Member of his Unit, at which time the new Unit Owner of his Unit shall automatically become a Member of the Association. In addition to any other rights Declarant may have pursuant to the Declaration, Declarant shall be a Member of the Association with respect to all Units owned by Declarant and shall have the right, without limitation, to exercise the voting power appurtenant to such Units and the power to vote the same.

Section 3. Name of the Association

The Association shall be called the Abbey Glen Condominiums Association, Inc.

**ARTICLE III  
VOTING**

Section 1. Voting

Each Unit Owner shall be entitled to one vote for each Unit owned in fee simple and a proportionate part of one vote for ownership of an undivided fee simple interest in a Unit. Such Unit Owner may be present at any meeting of the voting members and may vote or take any other action as a voting member either in person or by proxy. The original Declarant or its nominee shall be the voting member with respect to any Unit owned by the Declarant.

Only Unit Owners in good standing shall be entitled to vote at any meeting of the Association, either in person or by proxy. A Unit Owner shall be deemed to be in "good standing" and "entitled to vote" if, and only if: (i) at least three days prior to the date fixed for a meeting, said Unit Owner shall have fully paid all assessments and/or fines made or levied against him and all of his Units by the Association as hereinafter provided, together with all interest, costs, attorneys fees, penalties, and other expenses, if any, properly chargeable to him and against all of his Units, and (ii) as of the date of the meeting, his voting rights are not suspended through action taken by the Board, after notice and opportunity for hearing, as a penalty for infraction of the Rules and Regulations or any of the provisions of the Declaration or these Bylaws.

Section 2. Majority

As used in these Bylaws the term "majority of Owners" shall mean those Unit Owners holding in excess of 50% of the votes.

Section 3. Quorum

Except as otherwise provided in the Bylaws, the presence in person or by proxy of a "Majority of Owners" as defined in III2 shall constitute a quorum.

Section 4. Proxies

Votes may be cast in person or by proxy. Proxies must be in writing in a form prescribed by the Association and filed with the Secretary before the appointed time of each meeting. The person appointed as a proxy need not be a Member of this Association. Each proxy shall be revocable at any time by actual notice to the Secretary of the Association.

## ARTICLE IV ADMINISTRATION

### Section 1. Place of Meetings

Meetings of the Association shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Board.

### Section 2. Annual Meeting

There shall be an annual meeting held in the first calendar quarter of each year, on a date and at an hour established, from time to time, by the Board.

### Section 3. Special Meetings

It shall be the duty of the President or, in case of the President's absence, death, or disability, the officer authorized to exercise the authority of the President, to call a special meeting of the Unit Owners as directed by resolution of the Board or upon a petition signed by a majority of the Unit Owners representing over fifty percent (50%) of the voting rights and presented to the Secretary.

Said special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the voting members having over fifty percent (50%) of the total votes. Said notice must be delivered not less than ten (10) days prior to the date fixed for said meeting. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of two-thirds (2/3rds) of the Unit Owners present, either in person or by proxy.

### Section 4. Notice of Meetings

It shall be the duty of the Secretary to hand deliver to the Unit of each Unit Owner or to mail a notice of each annual or special meeting to the Unit of each Unit Owner, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at least ten (10) days prior to such meeting. The delivery by hand or mailing of a notice in the manner provided in this section shall be considered notice served.

### Section 5. Adjourned Meetings

If any meeting of Unit Owners cannot be organized because a quorum has not attended, the Unit Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

## Section 6. Actions Without a Meeting

All actions, except removal of a Board member, which may be taken at a meeting of the Association may be taken without a meeting with the approval of and in a writing or writings signed by Members of the Association having the percentage of voting power required to take such action if the same were taken at a meeting; provided, that not less than the majority of the voting membership, both in number and in percentage of voting power, signed the writing. Such writings shall be filed with the Secretary of the Association.

## Section 7. Order of Business

The order of business at all meetings of members of the Association shall be as follows:

- 1 Calling of meeting to order.
- 2 Roll call.
- 3 Proof of notice of meeting or Waiver of Notice.
- 4 Reading of minutes of preceding meeting.
- 5 Reports of officers.
- 6 Reports of committees.
- 7 Election of managers (when appropriate).
- 8 Unfinished and/or old business.
- 9 New Business.
- 10 Adjournment.

## **ARTICLE V BOARD OF MANAGERS**

### Section 1. Number and Qualification

The affairs of the Association shall be governed by a Board of Managers. The Board shall initially consist of three (3) members or Managers, all of whom will be appointed by Declarant. At the time when ownership interests to which twenty-five percent (25%) of the undivided interests in the Common Areas and facilities appertain (computed as provided in Section 5311.08(C) of the Ohio Revised Code) have been sold and conveyed, Unit Owners other than Declarant shall elect one additional member to the Board of Managers. When ownership interests to which fifty percent (50%) of such undivided interests appertain (computed as provided in Section 5311.08(C) of the Ohio Revised Code) have been sold and conveyed, the Unit Owners, excluding Declarant, shall elect one more member of the Board of Managers; and the Declarant shall be entitled to appoint one additional member to said Board at that time. None of the Declarant's appointees need be Owners or Occupiers of a Unit. All persons elected to the Board of Managers by members of the Association, however, must be Unit Owners.

The terms of the six (6) Board Members shall be staggered so that the terms of one-third (1/3) of the Board will expire and successors be elected at each Annual Meeting of the Association. Thereafter, at such Annual Meetings, successors to the two (2) Board members whose terms then expire shall be elected to serve three (3) year terms, subject, however, to the occurrence of the "turn over date" set forth hereinafter.

All members of the Board of Managers shall be elected by the members of the Association, including Declarant, and the Declarant's authority to appoint persons to such Board shall terminate, on the occurrence of the earlier of the following two events: (1) the expiration of the five (5) year period from the date of the establishment of the Association; or (2) the expiration of the thirty (30) day period after the sale and conveyance of ownership interests to which appertain seventy-five percent (75%) of the undivided interests in the Common Areas and facilities (computed as provided in Section 5311.08(C) of the Ohio Revised Code) to purchasers in good faith and for value. The occurrence of the earlier of the aforesaid two (2) events shall be deemed the "turn over date." At the time of the turn over date, the positions on the Board of Managers shall be fixed at seven (7) and all members of the Board of Managers who are elected after the turn over date must be Unit Owners.

The terms of the seven (7) Board members then so elected shall be staggered, so that the term of two (2) Board members will expire and successors be elected at each annual meeting of the Association, except that every third year three (3) Board members' terms shall expire and successors to both positions shall be elected. Thereafter, at such annual meetings, a successor to the two (2) Board members whose terms then expire shall be elected to serve a three (3) year term, except that every third year three (3) Board members whose terms then expire shall be elected to serve a three (3) year term. Therefore, at the meeting of the Association held after the happening of the earlier of the two occurrences referred to herein at which time all members of the Board shall be elected by the members of the Association, including Declarant, two (2) members of the Board shall be elected for a term of one (1) year, two (2) shall be elected for a term of two (2) years, and three (3) shall be elected for a term of three (3) years. From that date forward, any members of the Board shall be elected for terms of three (3) years each.

Only persons nominated as candidates shall be eligible for election as Managers and candidates receiving the greatest number of votes shall be elected. Election to the Board by the Unit Owners shall be by secret written ballot. At such elections, the Unit Owners or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. Cumulative voting is not permitted.

Nominations for the election of members of the Board to be elected by the Unit Owners shall be made by a Nominating Committee. Nominations may also be made from the floor at the meetings.

The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) or more Unit Owners appointed by the Board. The Nominating Committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

## Section 2. Vacancies

Vacancies in the Board caused by any reason other than the removal of a Member by a vote of the Association shall be filled by vote of the majority of the remaining Members, even though they may constitute less than a quorum; and each person so elected shall be a Member until a successor is elected at the next annual meeting of the Association.



### Section 3. Removal of Members

At any regular or special meeting duly called, any one or more of the Members may be removed with or without cause by a vote for removal of not less than two-thirds (2/3rds) of the voting power of the Owners, as provided in the Declaration, and a successor may then and there be elected to fill the vacancy thus created. Any Member whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Failure to elect a Member to fill the unexpired term of any Member removed shall be deemed to create a vacancy on the Board.

### Section 4. First Meeting of the New Board

The first meeting of a newly elected Board shall be held within ten (10) days of election at such place as shall be fixed by the Managers at the meeting at which such Managers were elected, and no notice shall be necessary to the newly elected Managers in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

### Section 5. Regular Meetings

Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board, but at least two (2) such meetings shall be held during such calendar year. Notice of regular meetings of the Board shall be given to each Manager personally or by mail, telephone, or telegraph, at least three (3) days prior to the day named for such meetings. At such meetings, any and all business within the power of the Managers may be transacted.

### Section 6. Special Meetings

Special meetings of the Board may be called by the President or, in case of the President's absence, death or disability, the Manager authorized to exercise the authority of the President, on three (3) days' notice to each Manager, given personally or by mail, telephone, or telegraph, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Managers.

### Section 7. Waiver of Notice

Before or at any meeting of the Board, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

### Section 8. Quorum

At all meetings of the Board, a majority of the Managers shall constitute a quorum for the transaction of business, and the acts of the majority of the Managers present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such

adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

#### Section 9. Action Without a Meeting

Any action required to be taken, or any action which may be taken, at a meeting of the Managers, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Managers entitled to vote with respect to the subject matter thereof.

#### Section 10. Powers

The Board shall exercise all powers and authority, under law, and under the provisions of the Articles, these Bylaws, and the Declaration, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- A. take all actions deemed necessary or desirable to comply with all requirements of law, the Articles, the Declaration, and these Bylaws;
- B. obtain insurance coverage no less than that required pursuant to the Declaration;
- C. enforce the covenants, conditions and restrictions set forth in the Declaration;
- D. repair, maintain and improve the Common Areas;
- E. establish, enforce, levy and collect assessments as provided in the Declaration;
- F. adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of Unit Owners and their guests thereon, and establish penalties and fines for the infraction thereof;
- G. suspend the voting rights of the Unit Owner during any period in which such Unit Owner shall be in default in the payment of any assessment and/or fines levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Declaration, these Bylaws, or the Articles);
- H. declare the office of a member of the Board to be vacant in the event such Trustee shall be absent from three (3) consecutive regular meetings of the Board;
- I. authorize the officers to enter into one or more management agreements with third parties in order to facilitate the efficient operation of the property; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board - the terms of any management agreements shall be as determined by the Board to be in the best interest of the Association, subject, in all respects, to the provisions of these Bylaws, the Articles, and the Declaration);

- J. purchasing or leasing or otherwise acquiring in the name of the Association or its designee (corporate or otherwise) on behalf of all Unit Owners, Units offered for sale or lease, or Units subject to foreclosure or other judicial sales;
- K. do all things and take all actions permitted to be taken by the Association by law, the Declaration, these Bylaws, and the Articles, not specifically reserved thereby to others;
- L. granting licenses;
- M. establishing and maintaining a funded reserve for contingencies and replacements in any amount which it determines, in its sole discretion, to be necessary or advisable and, to the extent that it deems desirable, to create requirements for other reasonable reserves (such as maintenance and repair, working capital, bad debts, and depreciation) and designating trust funds for the benefit of Unit Owners or the Association;
- N. forming committees of the board and/or composed of persons who need not be members of the Board, members of the Association, or Unit residents, and delegating to such committees such powers, authority, and responsibilities as the Board may, in the exercise of its sole discretion, determine to be appropriate; and
- O. borrowing from any reserve fund established and maintained by it for a maximum period of 90 days to fund expenditures authorized in the Declaration or these Bylaws.

#### Section 11. Duties

It shall be the duty of the Board to:

- A. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit Owners at the annual meeting of Unit Owners, or at any special meeting when such statement is requested in writing by Unit Owners representing fifty percent (50%) or more of the voting power of Unit Owners;
- B. supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- C. as more fully provided in the Declaration, to;
  - i. fix the amount of assessments against each Unit as provided therein;
  - ii. give written notice of each assessment to every Unit Owner subject thereto within the time limits set forth therein; and
  - iii. foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Unit Owner(s) personally obligated to pay the same, or both;

- D issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- E procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;
- F cause the property subject to the Association's scope of authority to be maintained within the scope of authority provided in the Declaration;
- G cause the restrictions created by the Declaration, Rules and Regulations or hereby to be enforced and levy reasonable fines for violations thereof; and
- H take all other actions required to comply with all requirements of law, the Articles, the Declaration and these Bylaws.

#### Section 12. Compensation

Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, no Board member shall receive compensation for any service rendered to the Association as a Board member. However, any Board member may be reimbursed for his or her actual expenses incurred in performance of duties.

#### Section 13. Voting Power

Except as otherwise provided in the Condominium organization documents, or by law, vote of a majority of the Board members voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

#### Section 14. Fidelity Bonds

The Board may 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.

#### Section 15. Committees

The Board of Managers may appoint a Nominating Committee, a Finance Committee or any other committees as deemed appropriate in carrying out its purposes. It shall be the duty of the Board of Managers to act as a Committee of the whole to receive complaints from members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such Manager, officer or committee of the Association as is further concerned with the matter presented.

## ARTICLE VI OFFICERS

### Section 1. Designation

The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board. The Managers may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary who are not Managers of the Association, but are members of such Association. Each such officer shall hold office during the pleasure of the Board, and perform such duties as the Board may prescribe.

### Section 2. Election of Officers

The officers of the Association shall be elected annually by the Board at the first meeting of each new Board.

### Section 3. Removal of Officers

Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Managers, or at any special meeting of the Board called for such purpose.

### Section 4. President

The President shall be the Chief Executive Officer of the Association. He shall have all of the general powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. He shall have authority to sign all contracts, notes, and other instruments requiring his signature and shall have all the powers and duties as the Board may from time to time assign to him.

### Section 5. Vice President

The Vice President shall perform the duties of the President whenever the President is unable to act and shall have such other authority and perform such other duties as may be determined by the Board.

### Section 6. Secretary

The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board may direct, and he shall, in general, perform all the duties incident to the office of Secretary and such duties as the Board may prescribe. A copy of such minutes shall be posted in a place designated by the Board.

### Section 7. Treasurer

The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by the Board and he shall perform such other duties as from time to time may be assigned to him by the Board.

### Section 8. Duties of Officers May Be Delegated

In the absence of any officer of the Association, or for any other reason the Board may deem sufficient, the Board may delegate the powers or duties, or any of them, to such officer, to any Manager, or to the Managing Agent.

## ARTICLE VII GENERAL POWERS OF THE ASSOCIATION

### Section 1. Payments from Maintenance Funds

Each Owner shall pay Common Expenses and/or assessments for common Expenses, as provided herein and/or in the Declaration to the Association, for the benefit of all of the Owners, and the Association shall place the funds so collected in one or more accounts of the Association (said account or accounts being hereinafter referred to as the "Maintenance Fund"), and out of the Maintenance Fund the Association shall arrange and pay for the following:

- A Utility Services. The cost of water, waste removal, heat, and any other utility service for the Common Areas and the cost of waterlines, 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 of Trustees of the Association; and 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 of Trustees, by such Owner of any utility service having been charged against or to the Maintenance Fund;
- B Casualty Insurance. The premiums upon 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. The premiums upon a policy or policies insuring the Association, the members of the Board of Trustees and the Owners against any liability to the public or to the Owners, and their invitees or tenants, incident to the ownership and/or use of the Units and/or the Limited Common Areas and/or common Areas as provided in the Declaration, the limits of which policy or policies shall be reviewed annually;

- D Worker's Compensation. The costs of worker's compensation insurance to the extent necessary to comply with any applicable law;
- E Wages and Fees for Services. The fees for services of any person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a manager or managing agent for the Condominium Property, the services of any person or persons required for the maintenance or operation of the Condominium Property, any legal and/or accounting services necessary or proper in the operation of the Condominium Property or the enforcement of the Declaration and these Bylaws and for the organization, operation and enforcement of the rights of the Association;
- F Care of Common Areas. The cost of landscaping, gardening, snow removal, cleaning, maintenance, decorating, repair and replacements of the common Areas and the parts of the Limited Common Areas which are to be maintained and repaired as Common Expenses pursuant to the Declaration (but not including the interior surfaces of the Units or the Limited Common Areas which are not to be maintained, repaired and/or replaced by the Association as a Common Expense which the respective Owners shall paint, clean, decorate, maintain and repair), the painting, cleaning and decorating of the exterior surfaces of the building and the parking spaces within the Condominium Property (whether the same are Limited Common Areas or Common Areas), and such furnishings and equipment for the Common Areas 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;
- G Certain Maintenance of Units. The cost of the maintenance and repair of any Unit or Limited Common Areas if such maintenance or repair is necessary, in the discretion of the Association, to protect or improve the Common Areas of any other portion of the condominium Property, and if 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 or Owners for the cost of said maintenance or repair;
- H Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Condominium Property or any part thereof which may in the opinion of the Association constitute a lien against the entire Condominium Property rather than 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, and 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 specially assessed to said Owner or Owners;
- I Additional Expenses. The cost of any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, Common Expenses or Assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and/or these Bylaws and/or Easement Agreement or by law or which is in the

opinion of the Association 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 including, but not limited to, a proportionate share of the expenses associated with any and all easements.

## Section 2. Limitation on 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, subject to all the provisions of the Declaration and these Bylaws) having a total cost in excess of Two Thousand Dollars (\$2,000.00), nor shall the Association authorize any structural alterations, capital additions to, or capital improvements of, the Common Areas requiring an expenditure in excess of Two Thousand Dollars (\$2,000.00), without in each case the prior approval of fifty-one percent (51%) of the voting power of the Association and fifty-one percent (51%) of approved mortgagees holding first mortgages on Units, whose approval shall not be unreasonably withheld. See also Article XI.

## Section 3. Contracts with Developer

Anything contained in these Bylaws and the Declaration to the contrary notwithstanding, neither the Grantor nor the Developer or Declarant shall enter into any contract with the Association to provide any services to the Association and/or the Condominium Property which is for a period in excess of one (1) year from and after the date the Unit Owners of the Condominium Property, other than Grantor and Developer or Declarant, have assumed control of the Association, unless such management contract or other agreement is renewed and continued by the Association by a majority vote of the Unit Owners, other than the Grantor and Developer, duly taken and had in accordance with the Bylaws and the Condominium Act.

## Section 4. Association's Right to Enter Units

The Association or its agents may enter any Unit or any other part of the building situated on the Condominium Property when necessary in connection with any maintenance, repair, service and/or construction of any common Area located within its boundaries or any portion of the Unit or Limited Common Area for which the Association is responsible. Such entry shall be made 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 or at a time when required alterations or repairs are scheduled, the Managing Agent or its representative or any other person designated by the Board of Managers may enter the Unit immediately, whether the Owner is present or not.

## Section 5. Right to Cure Delinquencies

In the event any Unit Owners shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his Unit Ownership, the Board of Managers shall have the right to cure such default, but shall not be obligated to do so by paying the amount so owing to the party entitled thereto. Thereupon the Board may levy a special assessment against such



Unit Owner and his Unit for the amount so paid, and the Association shall automatically have a lien therefor against such Unit Ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article XVII of the Declaration.

#### Section 6. 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. Fees for such special services and facilities shall be determined by the Board of Managers and may be charged directly to the respective participating Owners, or paid from the Maintenance Fund and levied as a special assessment due from the respective participants.

#### Section 7. No Active Business to be Conducted for Profit

The Association shall have no authority to conduct an active business for profit on behalf of Unit Owners or any of them; provided, however, that the Association shall have or lease in accordance with the provisions of the Declaration or these Bylaws.

#### Section 8. Delegation of Duties

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

#### Section 9. Applicable Laws

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

**ARTICLE VIII  
MAINTENANCE AND REPAIR**

Section 1. Maintenance and Repair

- A The Board or the Management Agent, if one is employed, shall have the authority either to hire permanent employees or to contract specifically for the performance of ordinary repairs and maintenance, or to do both, and to purchase the tools and implements used in repair, maintenance, gardening, and snow removal. The execution of a management agreement with a managing agent or management company which authorizes or requires the managing or management company to perform certain duties shall be deemed to be a delegation and authorization to such managing agent or management company of such duties and of such power and authority necessary to carry out such duties.
- B Every Owner must perform promptly all maintenance and repair work within his own Unit, which if omitted would affect the project in its entirety or in a part belonging to other Owners, said Owner being expressly responsible for the damages and liabilities that his failure to do so may engender.

**ARTICLE IX  
COMMON EXPENSES AND PROFITS**

Section 1. Common Expenses

The cost of maintenance and repair of Common Area, landscaping, snow removal, hazard, liability, and other insurance, salaries, and fees of Management Agent and employees, utilities not separately metered to individual Units, the cost of tools and equipment, bonding fees, and all other charges, deemed necessary or appropriate to the proper functioning of the Condominium Project shall be deemed to be Common Expenses. The cost of such Common Expenses shall be defrayed by assessments levied against the Units in the manner set forth below.

Section 2. Common Profits

Any revenue derived from the Common Area in excess of the Common Expenses, shall be divided pro rata among the Unit Owners, added to a reserve fund, or credited to reduce Assessments, as the Board may determine. The Board is authorized, notwithstanding anything in this Article to the contrary, to adopt any such Condominium Rules which will permit the Association to qualify for any treatment under the United States Internal Revenue Code, as said Code may be amended from time to time, which in the opinion of the Board shall be advantageous to the Association.

## ARTICLE X ASSESSMENTS

### Section 1. Obligation of Owners to Pay Assessments

It shall be the duty of every Unit Owner to pay his proportionate share of the Common Expenses. Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Area as set forth in Appendix B of the Declaration. Payment thereof shall be in such amounts and at such times as may be determined by the Board in accordance with these Bylaws.

### Section 2. Preparation of Estimated Budget

Declarant shall have the exclusive right to fix and establish the budget of the Association until such time as the organizational meeting shall be held. Thereafter, on or before the 15th day of December of each year, the Board shall estimate the total amount necessary to pay the Common Expenses for the next calendar year together with reasonable amounts for reserves if so determined by the Board, and other amounts necessary or required in the operation of the Condominium as authorized by the Declaration including these Bylaws. On or before December 15 following the organizational meeting and each year thereafter, the Board shall notify each Owner in writing of the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Unit Owners according to each Owner's percentage of interest in the Common Area as set forth in Appendix B of the Declaration. On or before January 1 of the ensuing year, and the first of each and every month of said year, each Unit Owner shall be obligated to pay to the Association or as it may direct one-twelfth (1/12th) of the Assessment made pursuant to this section. Failure to Prepare Annual Budget

The failure or delay of the Association to prepare or serve the annual or adjusted estimate on any Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay his share of the Common Expenses, including, without limitation, the maintenance cost and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, each Unit Owner shall continue to pay a Monthly Assessment at the then existing monthly rate established for the previous period until the amount of the Monthly Assessment is changed as herein provided.

### Section 3. Working Capital Contribution

At closing, each original purchaser from the Declarant before title is transferred shall pay to the Declarant or to the Unit Owners' Association, if formed at that time, an additional working capital contribution in an amount equal to three (3) times the regular monthly assessment on that purchaser's Unit. Payment of such initial working capital contribution shall not relieve that purchaser of his obligation to separately pay the full amount of the first three (3) monthly installments or any other assessments when due, nor shall he have any right to direct that this amount of working capital be applied against any assessments or be applied for any particular purpose. Any such working capital contributions made to the Declarant shall be delivered by the Declarant to the Unit Owners' Association upon its formation.

#### Section 4. Reserve Fund

From time to time Declarant, and after formation of and holding of the first organizational meeting of the Unit Owners' Association, the Board, may determine to levy a special assessment against each Unit Owner or subsequent original purchaser for the purpose of establishing a reserve for capital improvements and major capital replacements (such as major roof repairs, replacement, or paving, etc.). Such assessment shall be maintained in a reserve fund for those purposes. Upon the sale of a Unit by any Unit Owner, such Unit Owner shall have no right to any portion of the funds in the reserve account, nor shall such Unit Owner have any claim against Declarant or the Association with respect thereto. Any funds paid directly to the Declarant shall be delivered to the Unit Owners' Association upon its formation. Declarant is prohibited from using any funds in the reserve account to defray any Declarant expenses.

#### Section 5. Assessments Due Prior to Organizational Meeting

Until such time as the Association shall hold its organizational meeting, each Unit Owner shall pay the monthly assessment established with respect to his Unit by the Declarant or the initial Board, as the case may be, and such funds shall be used for the benefit of the Association. Notwithstanding anything in these Bylaws to the contrary, the Declarant or the initial Board, as the case may be, shall have the right to increase or decrease the monthly assessment at any time and from time to time to reflect increases or decreases in the actual Common Expenses applicable to the Condominium following the recording of this Declaration by notifying all Unit Owners (other than Declarant) of such increase or decrease. Any such increase or decrease shall be pro rata in accordance with the percentage of interest in the Common Areas attributable to each Unit in the Condominium.

#### Section 6. Status of Funds Collected by Association

All funds collected hereunder shall be held and extended solely for the purposes designated in the Declaration including these Bylaws and (except for special assessments as may be levied hereunder against less than all 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 Unit Owners in proportion to each Unit Owner's percentage of ownership in the Common Area.

#### Section 7. Security Deposits from Certain Owners

If in the judgment of the Board of Managers the equity interest of any Owner (whether the original Owner or a subsequent purchaser or transferee) in the Owner's Unit at any time is not sufficient to assure realization of all assessments, charges and/or other sums which may be levied by the Association, the Association shall have the right to require such Owner to establish and maintain a security deposit, in an amount which the Board of Managers deems necessary for such purposes, provided, however, that such security deposit shall in no event exceed an amount which, when added to such Owner's equity interest in the Unit, will exceed twenty percent (20%) of the purchase price the Owner paid for the Unit. In the event that any Owner shall fail to pay any assessments, charges and/or other sums which may be due hereunder or shall otherwise violate any provisions of the Condominium Act and/or any covenants, terms and/or conditions of the Declaration and/or these Bylaws, the Association shall have the right, but not the obligation, to apply such security deposit in reduction of the alleged damages resulting from such failure or violation, which right shall be in

addition to any and all other rights and remedies provided for in the Condominium Act, the Declaration and/or these Bylaws. Upon any sale by such Owner of the Owner's Unit, or at such times as such Owner's equity in the Owner's 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 the Owner shall be refunded, provided that the Owner shall not be in default under the Owner's obligations under the Condominium Act, the Declaration and/or these Bylaws. 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 any interest to any Owner until such time, if ever, as the unapplied balance of the security deposit is refunded, as aforesaid, and then only to the extent interest, if any, has been earned on said security deposit. Said security deposit shall at all times be subject and subordinate to the lien for unpaid Common Expenses and/or any charges or assessments referred to in the Declaration and/or in Section 9 of this Article of the Bylaws and all rights thereto shall inure to the benefit of the Association.

#### Section 8. Lien of Unpaid Assessments

Unpaid assessments shall be a lien upon the Unit in the manner specified in the Declaration. The Board may charge interest as provided in the Declaration and collect attorney fees associated with the collection of the assessment from the non-paying Unit Owner.

#### Section 9. Remedies for Failure to Pay Assessments

If a Unit Owner is in default in the payment of any charges or assessments for ten (10) days, the Association upon authorization of the Board, or the Declarant prior to the first organizational meeting, may bring suit to enforce collection thereof or to foreclose the lien thereof as provided in the Declaration, together with interest as provided in the Declaration, and reasonable attorneys' fees. The amount of any delinquent and unpaid charges or Assessments, and interest, costs, and fees as above provided shall constitute a lien (as set forth above) and may be foreclosed by an action brought by the Association if authorized by the Board or the Declarant prior to the first organizational meeting as in the case of foreclosure of liens against real estate. As provided in the Declaration, the Board, acting on behalf of consenting Unit Owners, shall have the power to bid in the interest so foreclosing at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.

#### Section 10. Additions, Alterations, or Improvements by Board

Whenever in the judgment of the Board the Common Areas and facilities shall require additions, alterations, or improvements (as opposed to maintenance, repair, and replacement as set forth in the Declaration) costing in excess of TWO THOUSAND DOLLARS (\$2,000) and the making of such additions, alterations, or improvements shall have been approved by Unit Owners entitled to exercise not less than a majority of the voting power, the Board shall proceed with such additions, alterations, or improvements and shall assess all Unit Owners for the cost thereof as Common Expense. Any additions, alterations, or improvements costing TWO THOUSAND DOLLARS (\$2,000) or less may be made by the Board without approval of the Unit Owners, and the cost thereof shall constitute part of the Common Expense. As long as Declarant shall be the Unit Owner of ten percent (10%) of the Units or more in the Condominium, the Board shall not authorize any addition, alteration, or improvement as set forth in this paragraph without the prior written consent of the Declarant. See also Article VII2.

### Section 11. Special Services

The Association may arrange for special services and facilities for the benefit of such Unit Owners and occupants as may desire to pay for same, including, without limitation, the cleaning, repair, and maintenance of Units and special recreational, educational, or special medical facilities available to specific Occupants. The cost of any such special services or facilities shall be determined by the Association and may be charged directly to participating Unit Owners or paid through a special assessment levied against such participating Unit Owners.

## **ARTICLE XI MORTGAGES**

An Owner who mortgages his Unit shall notify the Association through the Management Agent, if any, or the President of the Board and the Secretary of the Board in the event there is no Management Agent of the name and address of his mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Units."

## **ARTICLE XII GENERAL PROVISIONS**

### Section 1. Right of Entry

- A An Owner shall grant the right of entry to the Management Agent or to any other person authorized by the Declarant, Board or the Association in case of any emergency originating in or threatening his Unit, whether the Owner is present at the time or not. The Association (and the Declarant prior to the organizational meeting) reserves the right to retain a passkey to each Unit, and no locks or other devices shall be placed on the doors to any Unit to obstruct access through the use of such passkey. The Association and the Declarant shall further have the right to enter any Unit for the purpose of construction, maintenance, repair, or service of any Common Areas and facilities or Limited Common Areas located within the boundaries of the Unit or accessible by or through such Unit or any portion thereof for which the Association is responsible. The Association (and the Declarant) or their agents may likewise enter any balcony or patio for the purpose of construction, maintenance, repair, or painting.
- B An Owner shall permit other Owners or their representatives, when so required to enter his Unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of emergency, such right of entry shall be immediate.

### Section 2. Books and Records

The Unit Owners' Association shall keep correct and complete books and records of account, specifying the receipts and expenditures relating to the Common Areas and facilities and other common receipts and expenses, together with records showing the allocation, distribution, and

collection of the common profits, losses, and expenses among and from the Unit Owners; minutes of the proceedings of the Unit Owners and Board of Managers and records of the names and addresses of the Unit Owners and their respective percentages of interest in the Common Areas and facilities. The Unit Owners' Association shall keep and make available during ordinary business hours to all Unit Owners or to any holders, insurers, and guarantors of first mortgages secured by a Unit copies of all project documents, including the Declaration, Bylaws, Articles of Incorporation, and minutes of meetings of the Unit Owners' Association.

### Section 3. Annual Audit

The books of the Association shall be audited once a year by the Board of Managers, and such audit must be completed prior to each annual meeting of the members. If requested by two members of the Board of Managers, such audit shall be made by a Certified Public Accountant or an independent auditing firm. Upon written request, the statement will be provided to a Unit Owner and/or a holder, insurer, or guarantor of a first mortgage secured by a Unit.

### Section 4. Rules and Regulations

The Association, by the affirmative vote of the Members entitled to exercise a majority of the voting power of the Association, or the Board, by a vote of a majority of the authorized number of Managers, or the Declarant, prior to the first organizational meeting, 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 or they may deem advisable for the operation, use, maintenance, conservation, and beautification of the Condominium Property or any portion thereof, or for the health, comfort, safety, and general welfare of the Unit Owners and Occupants of the Condominium Property. Written notice of such Condominium Rules shall be given to all Unit Owners and Occupants, and the Condominium Property shall at all times be maintained subject to the Condominium Rules.

### Section 5. Fines

The Association, by the affirmative vote of the members entitled to exercise a majority of the voting power of the Association, or the Board, by a majority of the authorized number of managers, or the Declarant, prior to the first organizational meeting, may adopt such reasonable fines and from time to time amend the same to be assessed against a Unit Owner for a breach of any covenant or restriction contained in the Declaration, the within Bylaws or any additional Rules or Regulations promulgated in accordance therewith. The offending Unit Owner shall be notified in writing in accordance with the provisions hereof as to the amount of violation and the amount of the fine. Said Unit Owner shall have five (5) business days from the date of receipt of said notice to pay said fine in full. A Unit Owner's failure to pay a fine in accordance with this Section or as otherwise provided in the Declaration and/or Bylaws may result in a collection of the fine as an assessment against said Unit Owner in accordance with Section 16 of the Declaration.

Section 6. Declarant's Rights Pending First Organizational Meeting

Until such time as the first organizational meeting of the Board is held, the powers, rights, duties, and functions of the Association and the Board, including, without limitation, the power to determine the amount of and levy Assessments and reserves, shall be exercised by the Declarant.

Section 7. 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 any other provision contained in these Bylaws or in the Declaration.

Section 8. Ratification

All present or future Owners or tenants or their employees or occupants shall be subject to the regulations set forth in the Declaration and in these Bylaws. 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 said Units will constitute acceptance and ratification of the Declaration and of these Bylaws. In the event of any conflict or inconsistency between any Condominium Rule and these Bylaws or the Declaration, it is agreed that the provisions of the Bylaws and the Declaration shall apply.

Section 9. Conflict Between Declaration and Bylaws

In the event of conflict or inconsistency between any of the provisions of the Declaration and of these Bylaws, it is hereby agreed that the provisions of the former shall apply.

Section 10. Construction of Provisions

The provisions of these Bylaws shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class Condominium development.

**ARTICLE XIII  
FISCAL YEAR**

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

**ARTICLE XIV  
AMENDMENTS**

Any modification or amendment of these Bylaws shall be made only by means of an Amendment to the Declaration, in a manner and subject to the approvals, terms, and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Recorder of Stark County, Ohio.



IN TESTIMONY WHEREOF, the undersigned, being the sole Member of the Association, has caused these Bylaws to be duly adopted on or as of the \_\_\_\_ day of October 2001.

DECLARANT

In the Presence of:

**SPRINGHILL CONDOMINIUMS, INC.,**  
an Ohio corporation

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
(Type or print name)

\_\_\_\_\_

\_\_\_\_\_  
(Type or print name)

STATE OF OHIO, STARK COUNTY, SS:

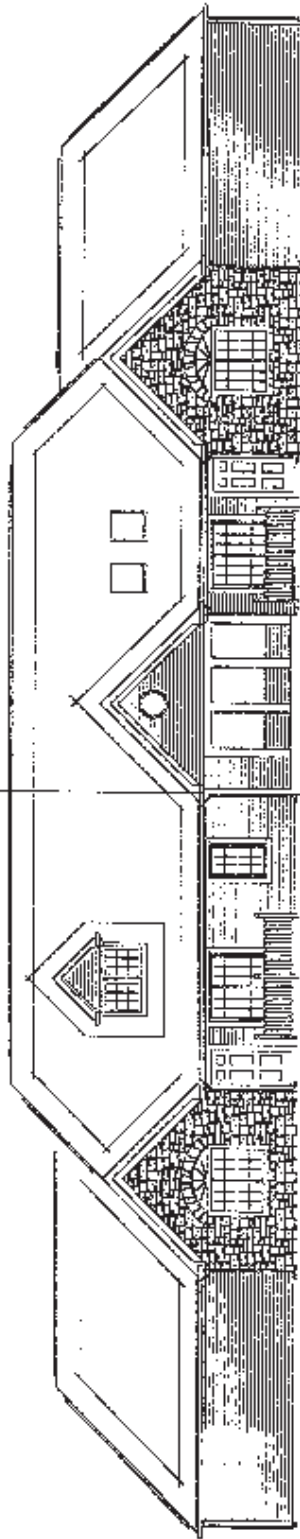
Before me, a Notary Public in and for said County and State, personally appeared the above-named **SPRINGHILL CONDOMINIUMS, INC.**, an Ohio corporation, by \_\_\_\_\_, its \_\_\_\_\_, who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said corporation, and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this \_\_\_\_ day of \_\_\_\_\_ 2001.

\_\_\_\_\_  
Notary Public

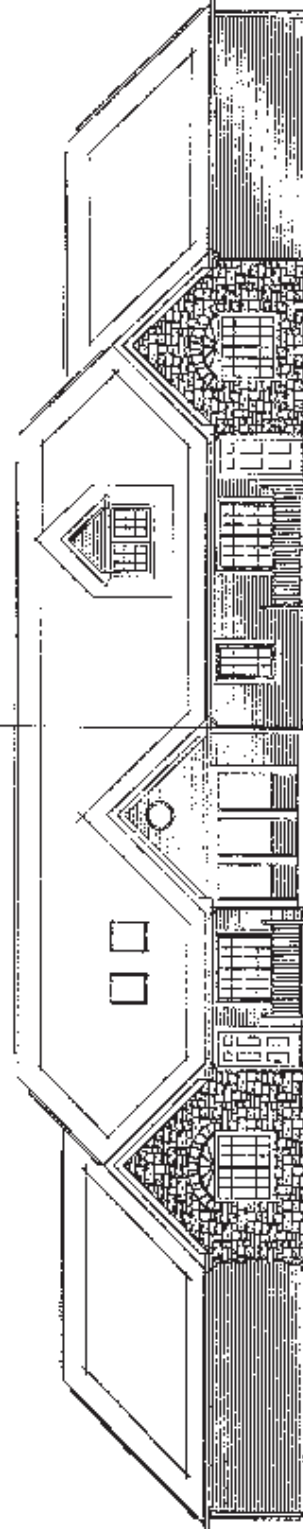
Instrument Prepared By:  
Terry A. Moore, Attorney at Law  
KRUGLIAK, WILKINS, GRIFFITHS  
& DOUGHERTY CO., L.P.A.  
4775 Munson Street, N.W./P.O. Box 36963  
Canton, Ohio 44735-6963

Appendix D Sample Drawings  
 Not Yet Constructed Drawings



ELEVATION OF PLAN A

FRONT



ELEVATION OF PLAN B

REAR

THE LICENSED PROFESSIONAL ENGINEER AND ARCHITECT ASSURES THE ACCURACY AND COMPLETENESS OF THESE DRAWINGS AND TAKES TO THE BEST OF THEIR KNOWLEDGE AND BELIEF THIS DRAWING COMPLETELY BINDS THE DESIGNER AND ARCHITECT TO THE LIMITED USES AND PURPOSES INTENDED.

DATE: 08/20/2001  
 JAMES E. SAWYER, P.E.  
 CHIO REGISTRATION NO. 45130

DATE: 08/20/2001  
 H. DAVID LAUARILA, P.E.  
 CHIO REGISTRATION NO. 7883



BUILDING ELEVATIONS - NO SCALE

ABBEY GLEN CONDOMINIUMS

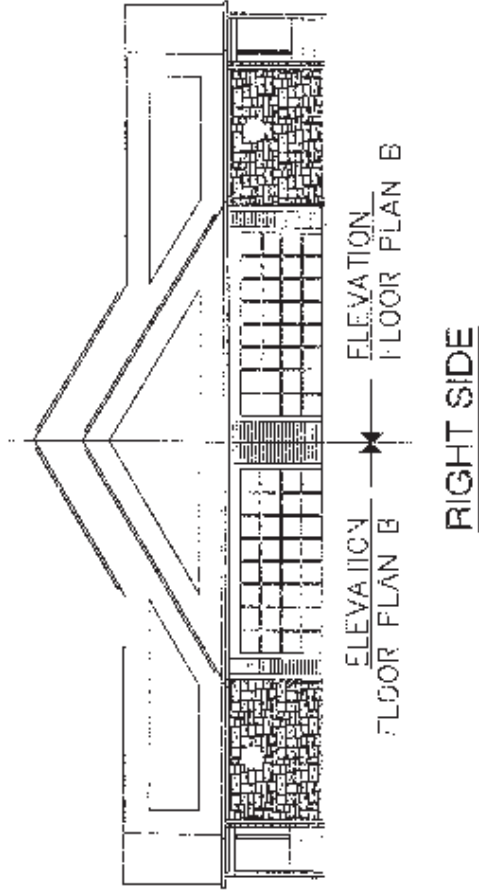
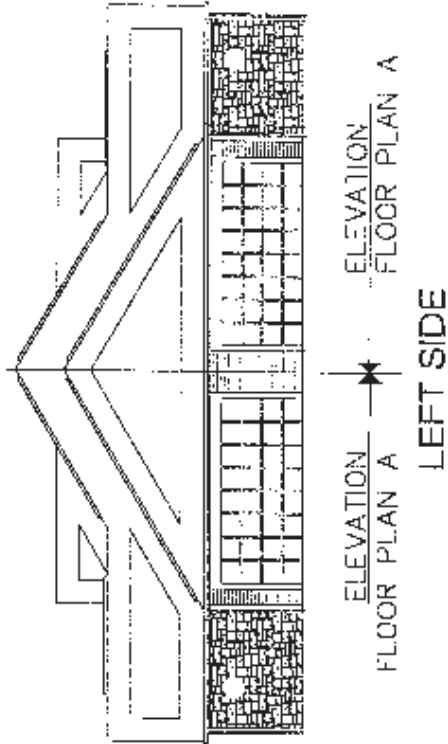
Massillon, Ohio 44646

BUILDING NO. \_\_\_\_\_

EXHIBIT NO. G-1

PREPARED BY  
 JAMES E. SAWYER, P.E.  
 consulting engineering  
 P.O. BOX 841 • MASSILLON, OHIO 44881  
 PH./FX: (330) 334-7090

Appendix D Sample Drawings  
 Not Yet Constructed Drawings



THE LICENSED PROFESSIONAL ENGINEER AND  
 LICENSED PROFESSIONAL ARCHITECT SHALL NOT BE  
 HELD RESPONSIBLE FOR THE ACCURACY OF THE  
 DRAWINGS OR DIMENSIONS OF EACH UNIT AND  
 UNIT DOCUMENT AIDS AS CONSTRUCTED.

08/20/2001  
 DATE  
 JAMES E. SAWYER II, P.E.  
 CHID REGISTRATION NO. 43130

08/20/2001  
 DATE  
 H. DAVID LAUARILA, P.E.  
 CHID REGISTRATION NO. 7883



BUILDING ELEVATIONS - NO SCALE

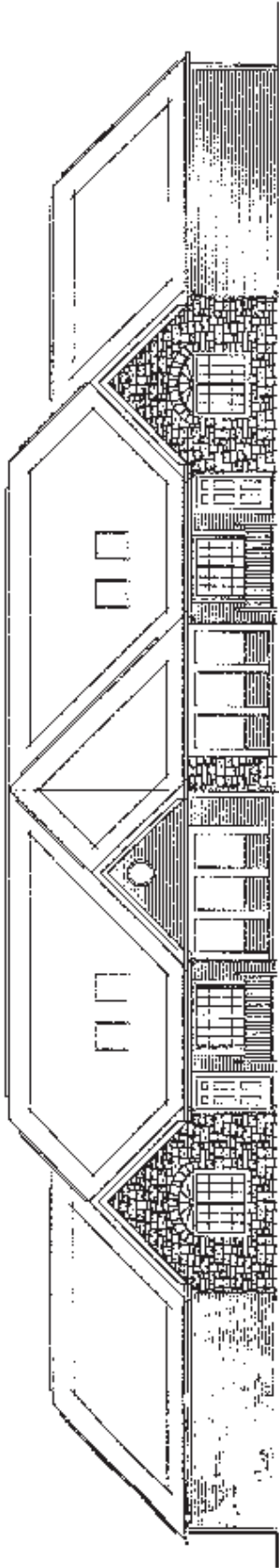
ABBAY GLEN CONDOMINIUMS  
 Massillon, Ohio 44646

BUILDING NO. \_\_\_\_\_

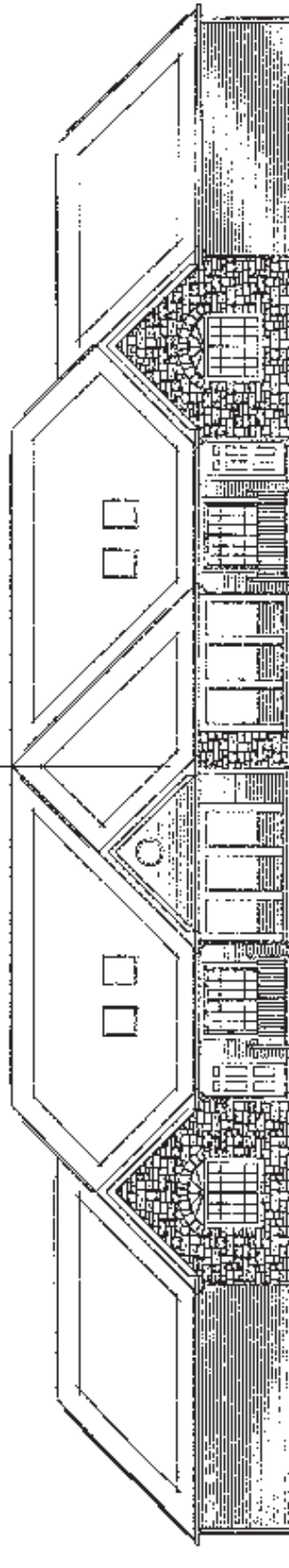
EXHIBIT NO. G-2

PREPARED BY  
 JAMES E. SAWYER, P.E.  
 consulting engineering  
 P.O. BOX 641 • MASSILLON, OHIO • 44601  
 PH/726 (4330) 334-7090

Appendix D Sample Drawings  
 Not Yet Constructed Drawings



ELEVATION OF PLAN B — FRONT



ELEVATION OF PLAN B — REAR

THE REVEREND PROFESSIONAL ENGINEER AND ARCHITECT  
 I HAVE REVIEWED THESE DRAWINGS AND CERTIFY  
 THAT THEY COMPLY WITH ALL CITY ORDINANCES AND  
 BELIEVE THIS DRAWING CORRECTLY SHOWS THE  
 DIMENSIONS AND LOCATION OF EACH UNIT AND  
 UNITED THEREON AS SHOWN AS SUBMITTED.

09/10/2001  
 DATE  
 JAMES E. SAWYER II, P.E.  
 CHIO REGISTRATION NO. 45130

09/10/2001  
 DATE  
 H. DAVID LAURILLI A  
 CHIO REGISTRATION NO. 7863



BUILDING ELEVATIONS - NO SCALE

ABBEEY GLEN CONDOMINIUMS

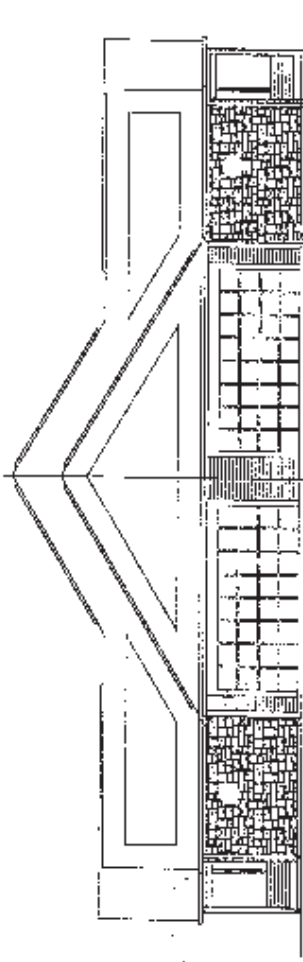
Massillon, Ohio 44646

BUILDING NO. \_\_\_\_\_

EXHIBIT NO. G-3

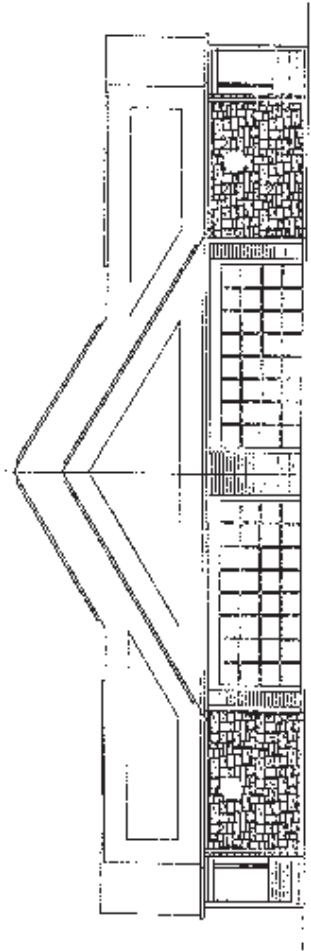
PREPARED BY  
 JAMES E. SAWYER II, P.E.  
 Consulting engineering  
 13405 W. 11th Street, Dept. 44891  
 Overland Park, KS 66211-4489

Appendix D Sample Drawings  
 Not Yet Constructed Drawings



ELEVATION  
 FLOOR PLAN B

LEFT SIDE



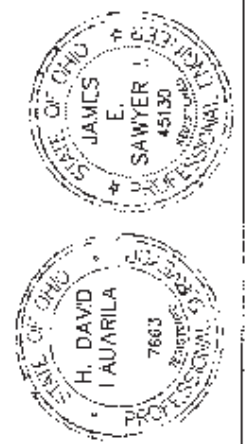
ELEVATION  
 FLOOR PLAN B

RIGHT SIDE

THE LICENSED PROFESSIONAL ENGINEER AND ARCHITECT HEREBY CERTIFY THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, THIS DRAWING CORRECTLY SHOWS THE DIMENSIONS AND MATERIALS OF EACH UNIT AND UNLESS OTHERWISE NOTED AS OTHERWISE.

09/20/2001  
 DATE

JAMES E. SAWYER, P.E.  
 OHIO REGISTRATION NO. 46130

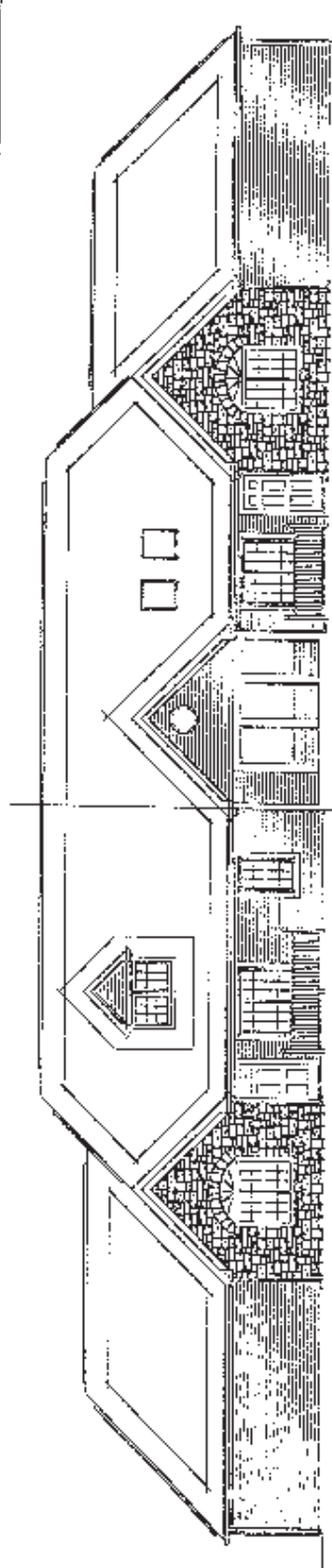


BUILDING ELEVATIONS - NO SCALE  
 ABBEY GLEN CONDOMINIUMS  
 Massillon, Ohio 44646  
 BUILDING NO. \_\_\_\_\_

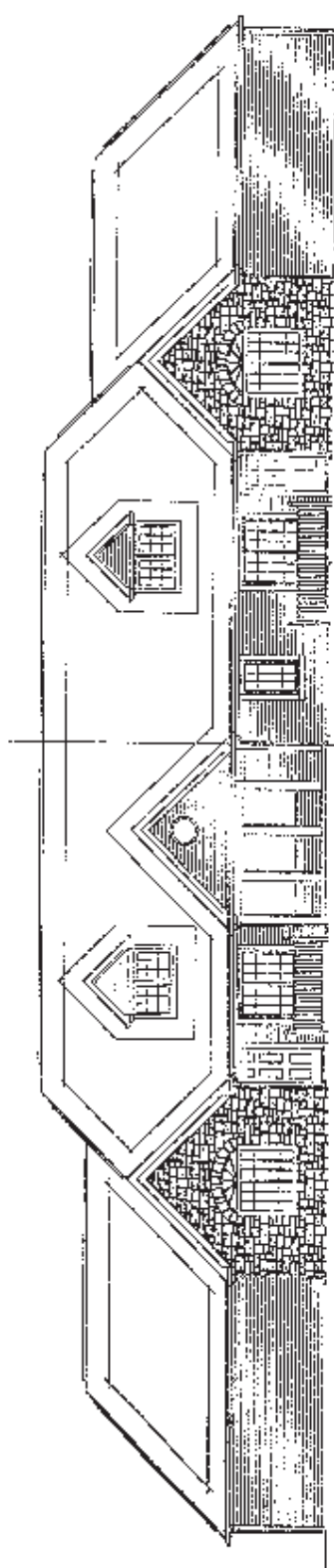
PREPARED BY  
 JAMES E. SAWYER, P.E.  
 Consulting Engineering  
 P.O. BOX 641 • MASSILLON, OHIO 44681  
 547-A • (330) 544-7090

EXHIBIT NO. G-4

Appendix D Sample Drawings  
 Not Yet Constructed Drawings



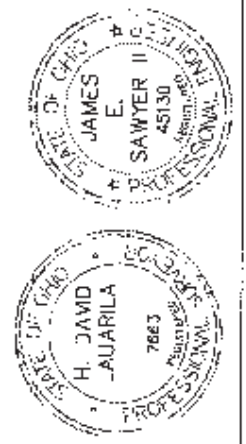
ELEVATION OF PLAN A — FRONT  
 ELEVATION OF PLAN B



ELEVATION OF PLAN C — REAR  
 ELEVATION OF PLAN A

ALL LICENSED PROFESSIONAL ENGINEERS AND ARCHITECTS ARE REQUIRED TO CERTIFY THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF THIS DRAWING ACCURATELY SHOWS THE UNITED STATES FEDERAL AND STATE REQUIREMENTS AS APPLICABLE.

DATE: 09/10/2001  
 JAMES E. SAWYER II, P.E.  
 Ohio Registration No. 45130



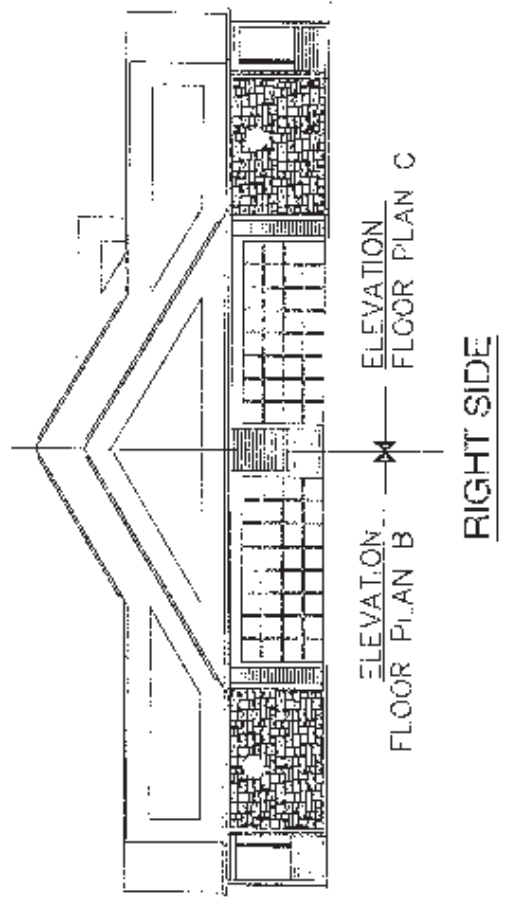
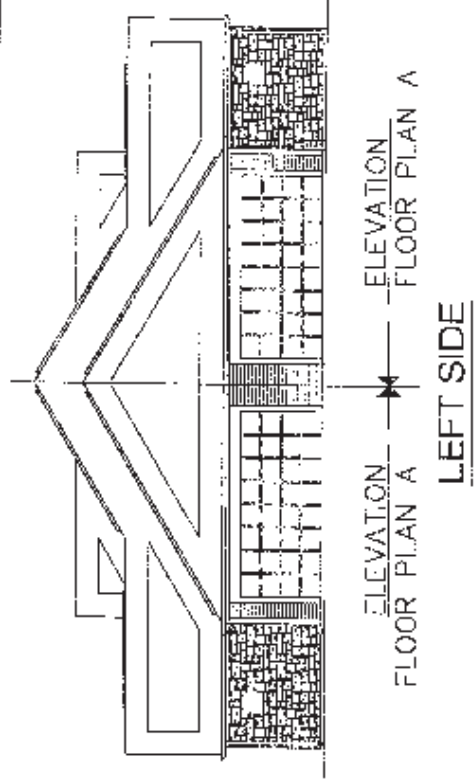
BUILDING ELEVATIONS - NO SCALE  
 ABBEY GLEN CONDOMINIUMS  
 Massillon, Ohio 44646  
 BUILDING NO. \_\_\_\_\_

EXHIBIT NO. G-5

PREPARED BY:  
 JAMES E. SAWYER II, P.E.  
 consulting engineer  
 P.O. BOX 440 • WOODBURN, OHIO • 44891  
 PH./FX: (330) 334-7000

09/20/2001  
 H. DAVID LAJARILA, P.E.  
 Ohio Registration No. 7883

Appendix D Sample Drawings  
 Not Yet Constructed Drawings



BUILDING ELEVATIONS - NO SCALE  
 ABBEY GLEN CONDOMINIUMS  
 Massillon, Ohio 44846  
 BUILDING NO. \_\_\_\_\_



THE LICENSED PROFESSIONAL ENGINEER'S AND ARCHITECT'S PROFESSIONAL SEAL AND CERTIFICATE OF REGISTRATION SHALL BE KEPT IN THE OFFICE OF THE ENGINEER OR ARCHITECT AT ALL TIMES. THIS DRAWING IS THE PROPERTY OF THE ENGINEER OR ARCHITECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER OR ARCHITECT.

09/20/2001  
 DATE  
 JAMES E. SAWYER II, P.E.  
 OHIO REGISTRATION NO. 45130

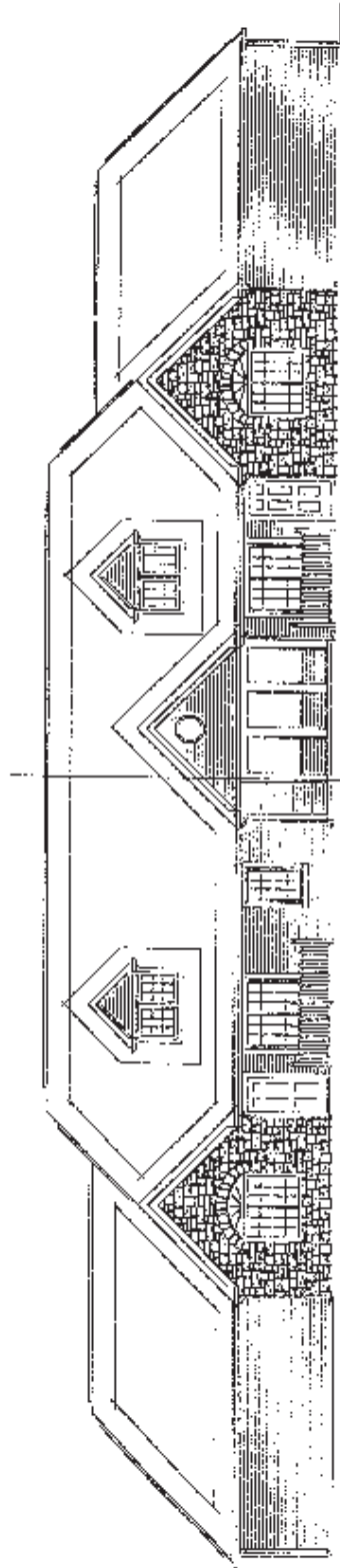
09/20/2001  
 DATE  
 A. DAVID LAJARILA, P.E.  
 OHIO REGISTRATION NO. 7863

PREPARED BY  
 JAMES E. SAWYER, P.E.  
 consulting engineering  
 P.O. BOX 841 \* MASSILLON, OHIO 44881  
 PH/776 (330) 374-7080

EXHIBIT NO. G-6

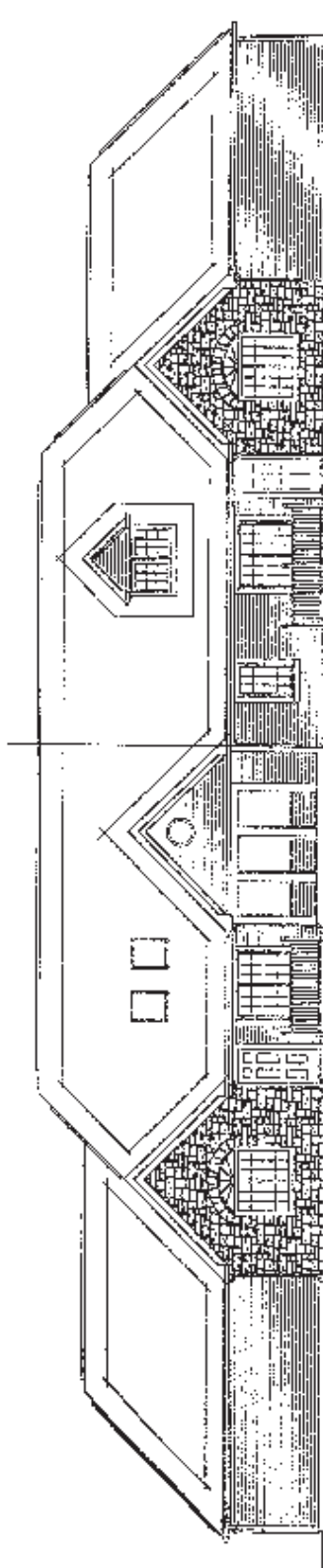
Appendix D Sample Drawings

Not Yet Constructed Drawings



ELEVATION OF PLAN A

FRONT



ELEVATION OF PLAN B

REAR

THE LICENSED PROFESSIONAL ENGINEER AND ARCHITECT HEREBY CERTIFIES THAT THIS DRAWING WAS PREPARED BY HIMSELF OR UNDER HIS CLOSE PERSONAL SUPERVISION AND THAT HE IS A MEMBER IN GOOD STANDING OF THE PROFESSIONAL SOCIETY OF ARCHITECTS AND ENGINEERS OF OHIO.

DATE: 08/20/2009  
 NAME: JAMES E. SAWYER II, P.E.  
 REGISTRATION NO.: 45130



BUILDING ELEVATIONS - NO SCALE

ABBEY GLEN CONDOMINIUMS

Massillon, Ohio 44646

BUILDING NO. \_\_\_\_\_

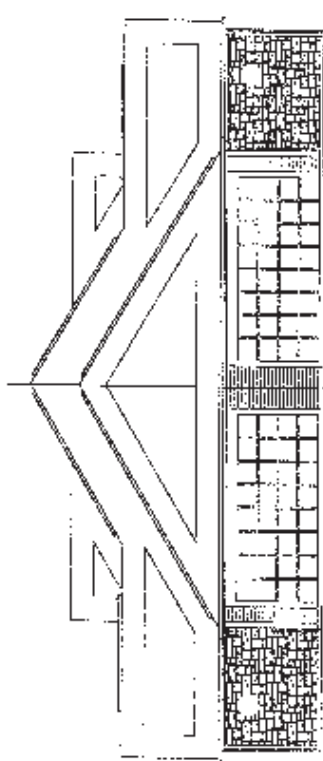
PREPARED BY  
 JAMES E. SAWYER, P.E.  
 consulting engineering  
 P.O. BOX 841 • MASSILLON, OHIO 44681  
 PH/734-334-7080

EXHIBIT NO. G-7

DATE: 08/20/2009  
 NAME: H. DAVID LAURILLA, P.E.  
 REGISTRATION NO.: 7863

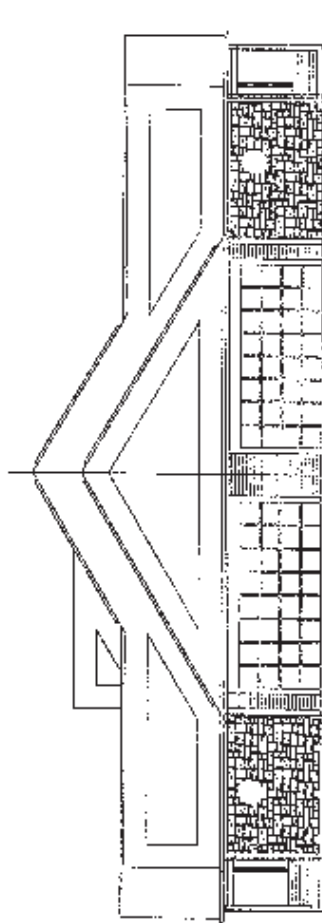


Appendix D Sample Drawings  
 Not Yet Constructed Drawings



ELEVATION  
 FLOOR PLAN A

LEFT SIDE



ELEVATION  
 FLOOR PLAN B

RIGHT SIDE

THE LICENSED PROFESSIONAL ENGINEER AND  
 LICENSED PROFESSIONAL ARCHITECT BELOW HEREBY  
 CERTIFY THAT THIS DRAWING WAS PREPARED BY ME OR  
 UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM  
 A RESIDENT OF THE STATE OF OHIO AND AM REGISTERED  
 THEREIN AS A PROFESSIONAL ENGINEER OR ARCHITECT  
 IN THE UNITED STATES OF AMERICA.

08/20/2001  
 DATE  
 JAMES E. SAWYER II, P.E.  
 OHIO REGISTRATION NO. 46130

08/20/2001  
 DATE  
 H. DAVID LAUARILA, P.E.  
 OHIO REGISTRATION NO. 7663

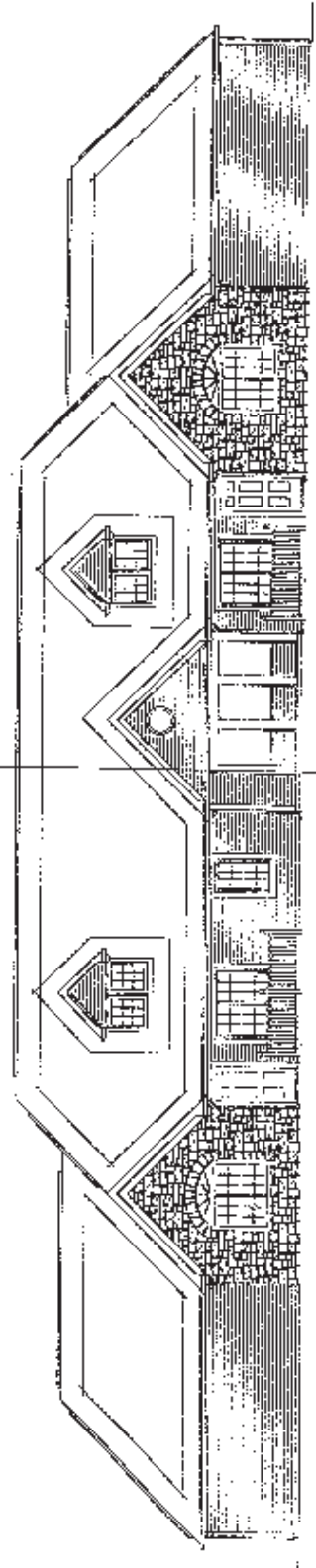


BUILDING ELEVATIONS - NO SCALE  
 ABBEY GLEN CONDOMINIUMS  
 Massillon, Ohio 44646  
 BUILDING NO. \_\_\_\_\_

EXHIBIT NO. G-8

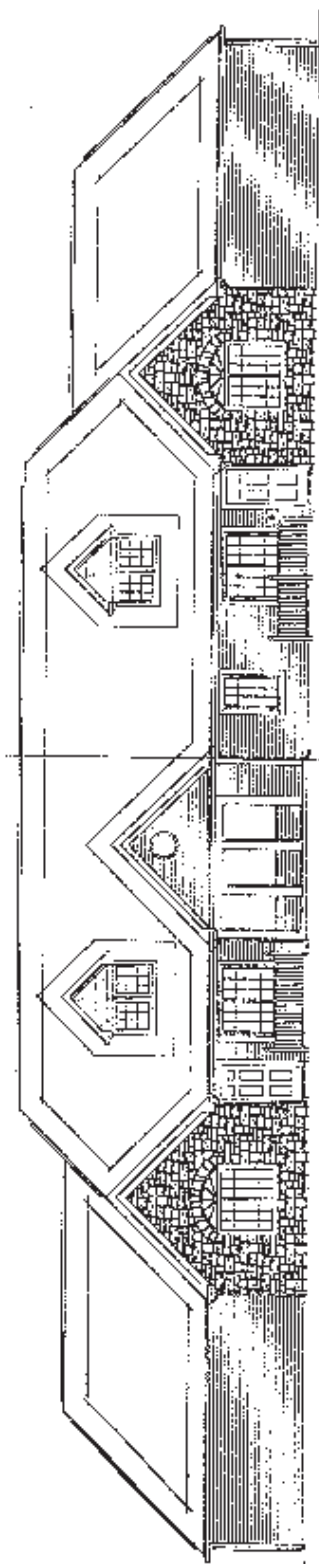
PREPARED BY  
 JAMES E. SAWYER, P.E.  
 consulting engineer  
 P.O. BOX 41 • MASSILLON, OHIO • 44641  
 PH./FX. (330) 324-7050

Appendix D Sample Drawings  
 Not Yet Constructed Drawings



ELEVATION OF PLAN A — ELEVATION OF PLAN C

FRONT



ELEVATION OF PLAN C — ELEVATION OF PLAN A

REAR

THE LICENSED PROFESSIONAL ENGINEER AND ARCHITECT HAS REVIEWED THIS DRAWING AND CERTIFIES THAT TO THE BEST OF THEIR SKILL AND BELIEF, THIS DRAWING ACCURATELY SHOWS THE UNITED CONDOMINIUM AS DESCRIBED.

DATE: 08/20/2001  
 SCALE: AS SHOWN  
 PROJECT: ABBEY GLEN CONDOMINIUMS

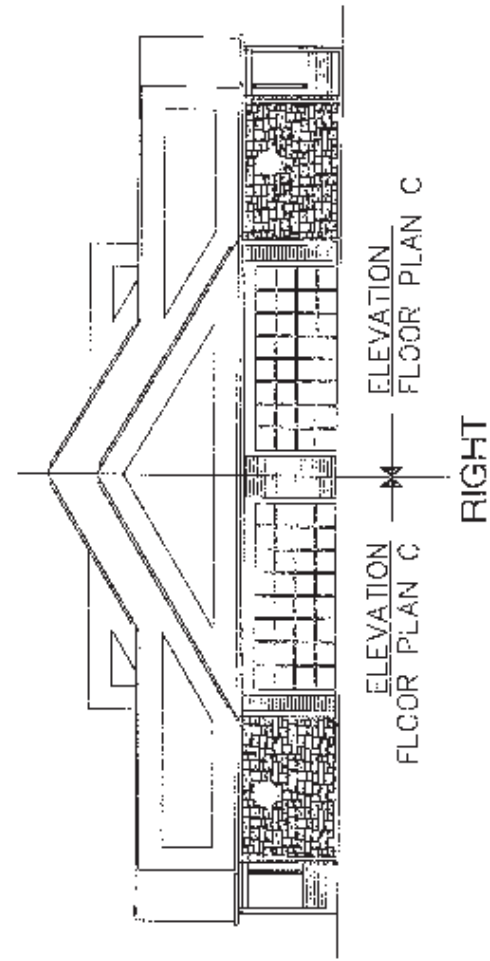
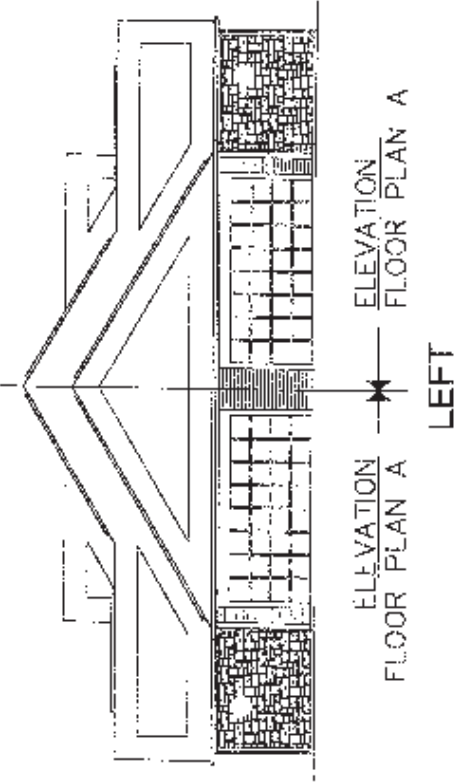


BUILDING ELEVATIONS - NO SCALE  
 ABBEY GLEN CONDOMINIUMS  
 Massillon, Ohio 44646  
 BUILDING NO. \_\_\_\_\_

EXHIBIT NO. G-9

PREPARED BY  
 JAMES E. SAWYER, P.E.  
 consulting engineering  
 P.O. BOX 611 • WESTERVILLE, OHIO • 43081  
 PH/FAX: (614) 331-7020

Appendix D Sample Drawings  
 Not Yet Constructed Drawings



THE LICENSED PROFESSIONAL ENGINEER AND ARCHITECT HEREBY CERTIFY THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, THIS DRAWING ACCURATELY SHOWS THE WORK DESCRIBED THEREON IN ACCORDANCE WITH THE UNITED STATES AND/OR STATE REQUIREMENTS FOR CONSTRUCTION.

08/22/2001 DATE  
 JAMES E. SAWYER II, P.E. AND ARCHITECTURE INC., 40136  
 08/20/2001 DATE  
 H. DAVID LAUARILA, P.E. AND ARCHITECTURE INC., 7443

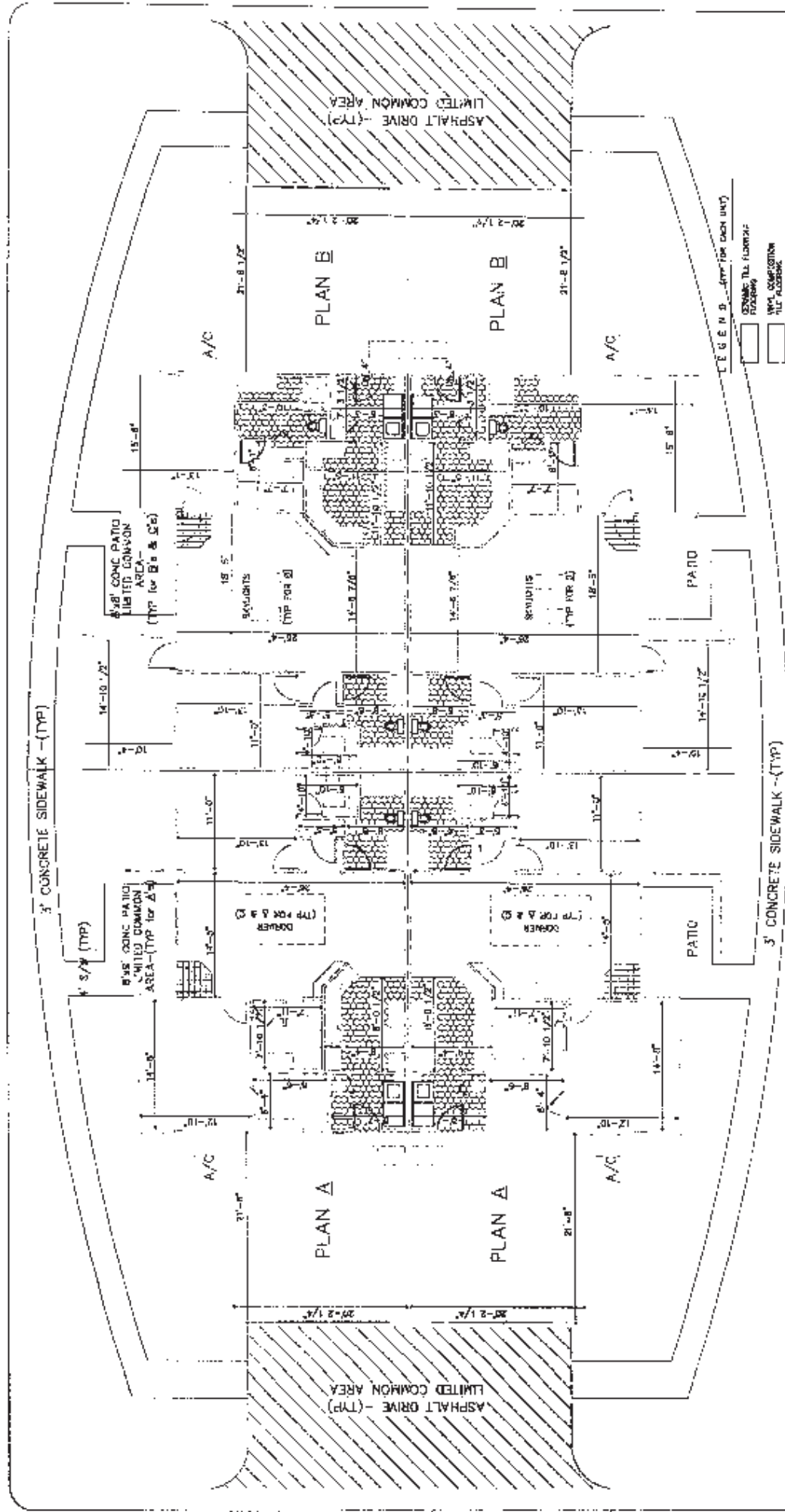
BUILDING ELEVATIONS, NO SCALE  
 ABBEY GLEN CONDOMINIUMS  
 Massillon, Ohio 44646  
 BUILDING NO. \_\_\_\_\_



PREPARED BY  
 JAMES E. SAWYER, P.E.  
 consulting engineering  
 P.O. BOX 44 • WYOSTD, OHIO 44681  
 PH/FX: (330) 334 7030

EXHIBIT NO. G-10

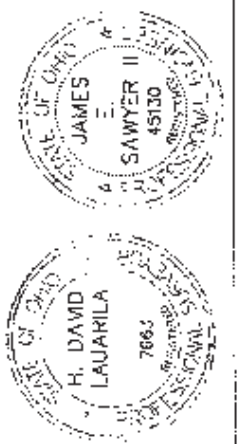
Appendix D Sample Drawings  
 Not Yet Constructed Drawings



THE LICENSED PROFESSIONAL ARCHITECT AND  
 LANDSCAPE ARCHITECT HAS REVIEWED THIS  
 DRAWING AND FOUND IT TO BE IN ACCORDANCE WITH  
 THE REQUIREMENTS OF THE ARCHITECTURAL  
 BOARD OF OHIO. THIS DRAWING IS VALID FOR THE  
 CONSTRUCTION AND ALTERATION OF EACH UNIT AND  
 LIMITED COMMON AREAS AS CONSTRUCTED.

DATE: 09/20/2001  
 JAMES E. SAWYER II, ET AL. 45130  
 OHIO REGISTRATION NO. 45130

DATE: 09/20/2001  
 DAVID LAUARILA, P.E.  
 OHIO REGISTRATION NO. 7883



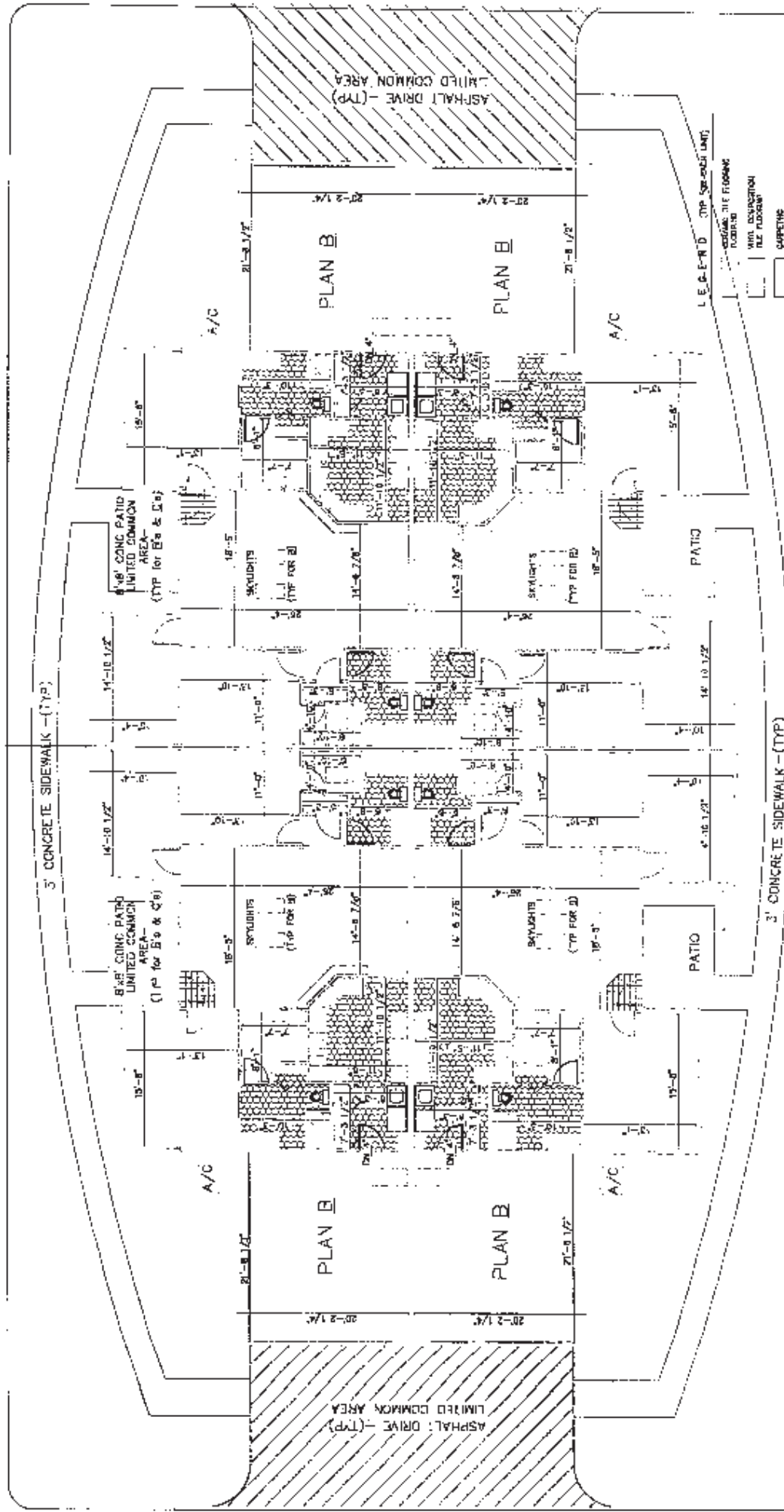
FLOOR PLAN - NO SCALE  
 ABBEY GLEN CONDOMINIUMS  
 Massillon, Ohio 44646

BUILDING NO. \_\_\_\_\_  
 EXHIBIT NO. 11.1

PREPARED BY  
 JAMES E. SAWYER, P.E.  
 Consulting Engineering  
 811 921 941 • WOODSTOCK, OHIO • 44891  
 JWS/PLC (1330) SA-705C

- LEGEND - (TYP) FOR EACH UNIT
- CONCRETE TILL FLOORING ASSEMBLY
  - VINYL COMPOSITION TILE FLOORING
  - CARPETING (UNLESS NOTED OTHERWISE)
  - 1/2" WATER PROOFING AND 5/8" CONCRETE WALLS WITH DRAINAGE

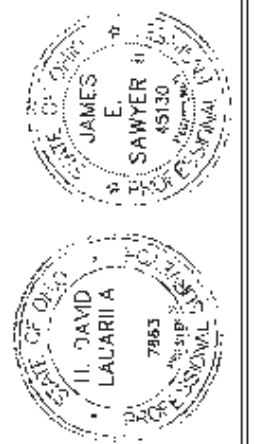
Appendix D Sample Drawings  
 Not Yet Constructed Drawings



THE UNDERSIGNED HAS EXAMINED THESE PLANS AND CERTIFIES THAT THEY COMPLY WITH THE REQUIREMENTS OF THE BUILDING CODES AND ORDINANCES OF THE CITY OF CLEVELAND, OHIO, AND THAT THE SAME ARE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT'S STANDARDS AND PRACTICES AND THE CITY ENGINEER'S OFFICE HAS NO OBJECTION TO THE CONSTRUCTION THEREOF.

DATE: 09/20/2001  
 JAMES E. SAWYER, P.E.  
 CIVIL ENGINEER, No. 45130

DATE: 09/20/2001  
 DAVID LAURILIA, P.E.  
 CIVIL ENGINEER, No. 7963



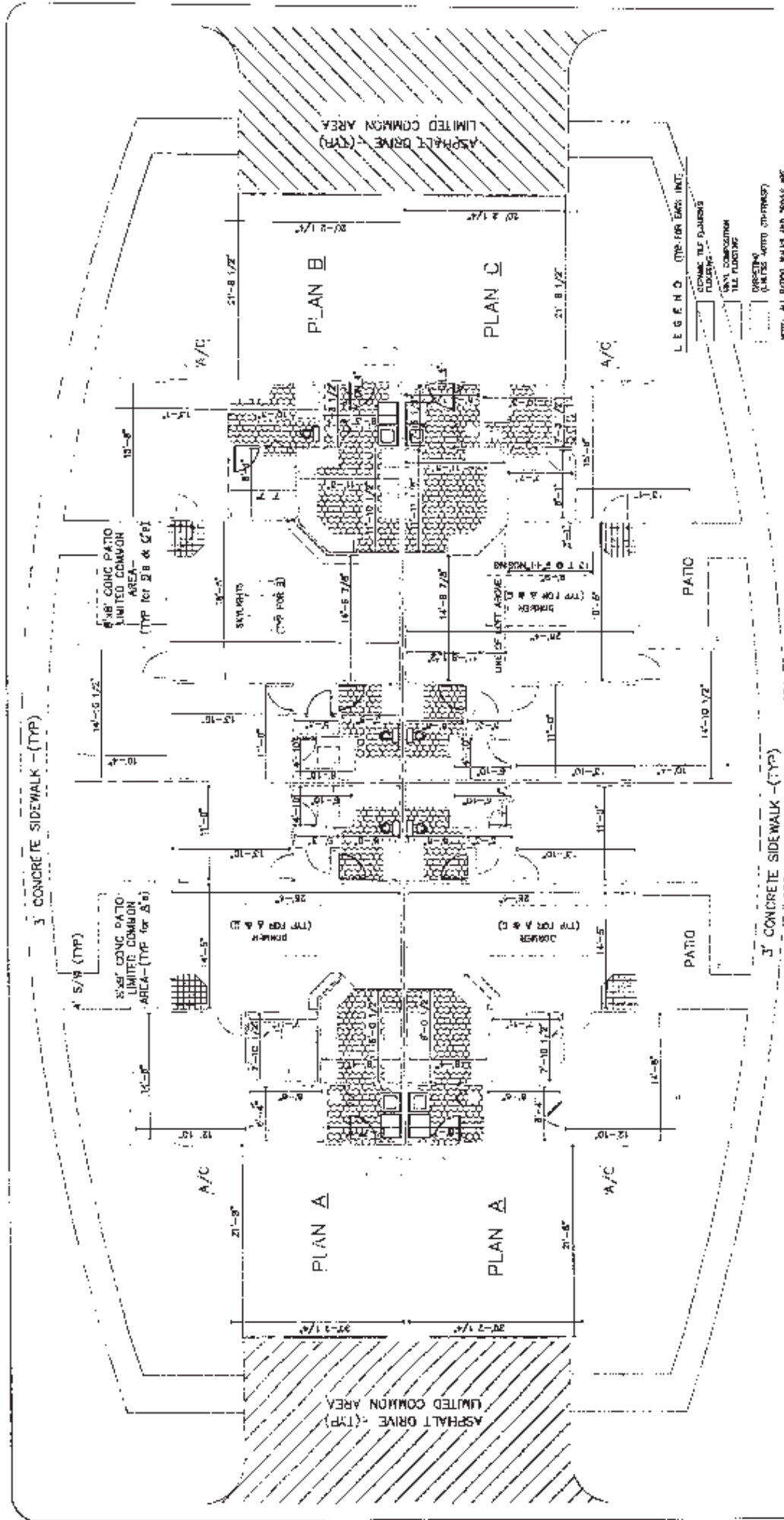
FLOOR PLAN - NO SCALE  
 ABBEY GLEN CONDOMINIUMS  
 Massillon, Ohio 44646  
 BUILDING NO. \_\_\_\_\_

PREPARED BY  
 JAMES E. SAWYER, P.E.  
 consulting engineering  
 P.O. BOX 541 • MASSILLON, OHIO 44649  
 PH: (330) 334-7090

EXHIBIT NO. H-2

LEGEND  
 --- FINISH FLOORING  
 --- WITH ASSUMPTION  
 --- FIN FLOORING  
 [ ] CARPETING  
 (SEE NOTE ON SHEET)  
 NOTE: ALL EXPOS. WALLS AND BRICK ARE  
 CONCRETE UNLESS NOTED OTHERWISE.

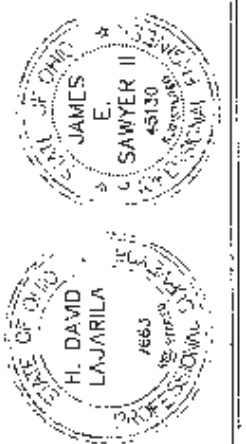
Appendix D Sample Drawings  
 Not Yet Constructed Drawings



THE ENGINEER HAS REVIEWED THE DRAWINGS AND CERTIFIES THAT THEY COMPLY WITH THE REQUIREMENTS OF THE BUILDING CODE. THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION UNLESS IT IS APPROVED BY THE LOCAL BUILDING DEPARTMENT.

DATE: 08/29/2001  
 ENGINEER: JAMES E. SAWYER II, P.E.  
 OFFICE: 45130 W. STATE ST., CLEVELAND, OHIO 44130

DATE: 08/29/2001  
 ARCHITECT: H. DAVID LAJARILA, P.E.  
 OFFICE: 1400 WESTERN AVE., #803, CLEVELAND, OHIO 44115

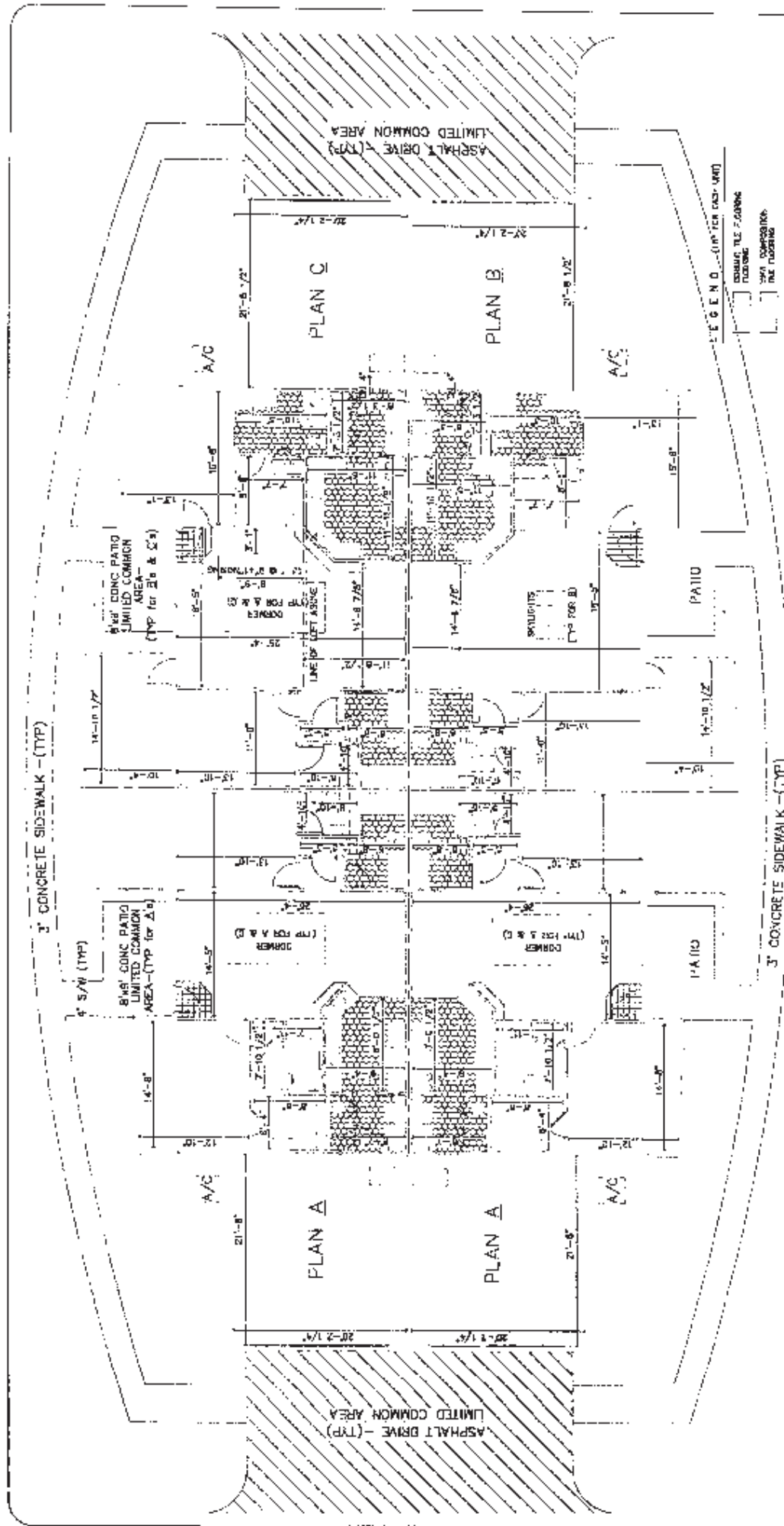


FLOOR PLAN - NO SCALE  
 ABBEY GLEN CONDOMINIUMS  
 Massillon, Ohio 44646  
 BUILDING NO. \_\_\_\_\_

PREPARED BY  
 JAMES E. SAWYER, P.E.  
 4008 BU 13th Engineering  
 P.O. BOX 341 • MASSILLON, OHIO 44661  
 PH: 714 (330) 333-7050

EXHIBIT NO. H-3

Appendix D Sample Drawings  
Not Yet Constructed Drawings



THE ABOVE PROFESSIONAL SERVICES AND  
RELATED PROFESSIONAL SERVICES ARE  
THE PROPERTY OF THE ENGINEER AND  
SHALL BE KEPT IN CONFIDENCE AND  
NOT BE REPRODUCED OR TRANSMITTED  
IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL,  
INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION  
SYSTEMS WITHOUT PERMISSION IN WRITING FROM THE ENGINEER.  
DATE: 06/20/2001  
DRAWN BY: JAMES E. SAWYER, P.E.  
CHECKED BY: H. DAVID LAUARILA, P.E.  
SCALE: AS SHOWN

STATE OF OHIO  
JAMES E. SAWYER II  
REGISTERED PROFESSIONAL ENGINEER  
NO. 45150  
COLUMBUS, OHIO

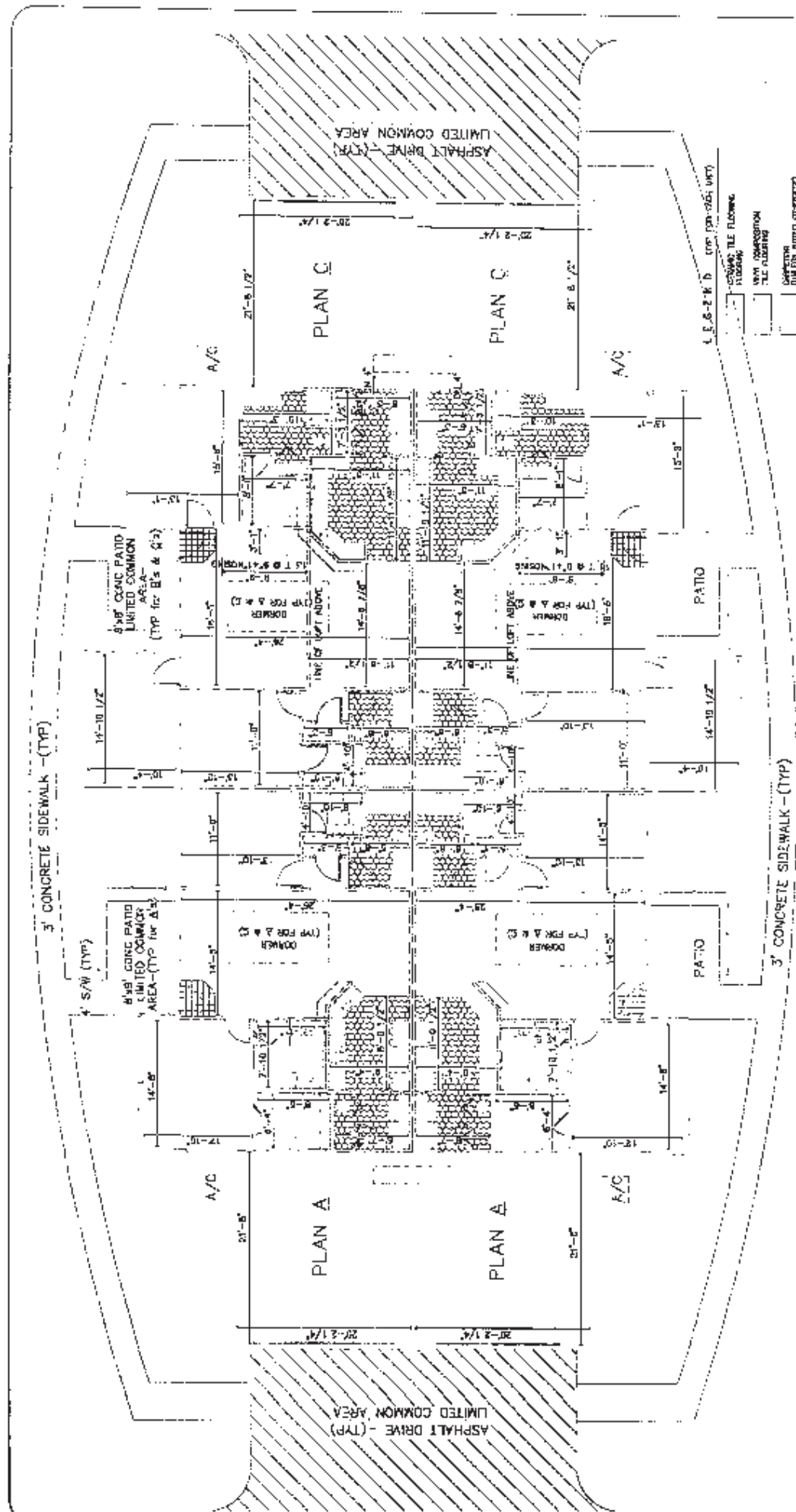
STATE OF OHIO  
H. DAVID LAUARILA  
REGISTERED PROFESSIONAL ENGINEER  
NO. 7863  
COLUMBUS, OHIO

FLOOR PLAN - NO. 83-244.7  
ABBEY GLEN CONDOMINIUMS  
Massillon, Ohio 44646

PREPARED BY:  
JAMES E. SAWYER, P.E.  
consulting engineering  
210 BRYER • MASSILLON, OHIO 44646  
PH./FAX (330) 334-7060

BUILDING NO. \_\_\_\_\_  
EXHIBIT NO. H-4

Appendix D Sample Drawings  
 Not Yet Constructed Drawings



THE LICENSED PROFESSIONAL ENGINEER AND ARCHITECT HAS REVIEWED THESE DRAWINGS AND CERTIFIES THAT THEY COMPLY WITH ALL REQUIREMENTS OF THE OHIO BOARD OF PROFESSIONAL ENGINEERS AND ARCHITECTS AND THE OHIO BOARD OF CONSTRUCTION.

DATE: 06/20/2001  
 JAMES E. SAWYER, P.E.  
 OHIO REGISTRATION NO. 45130

DATE: 06/20/2001  
 H. DAVID LAURILA, P.E.  
 OHIO REGISTRATION NO. 7863



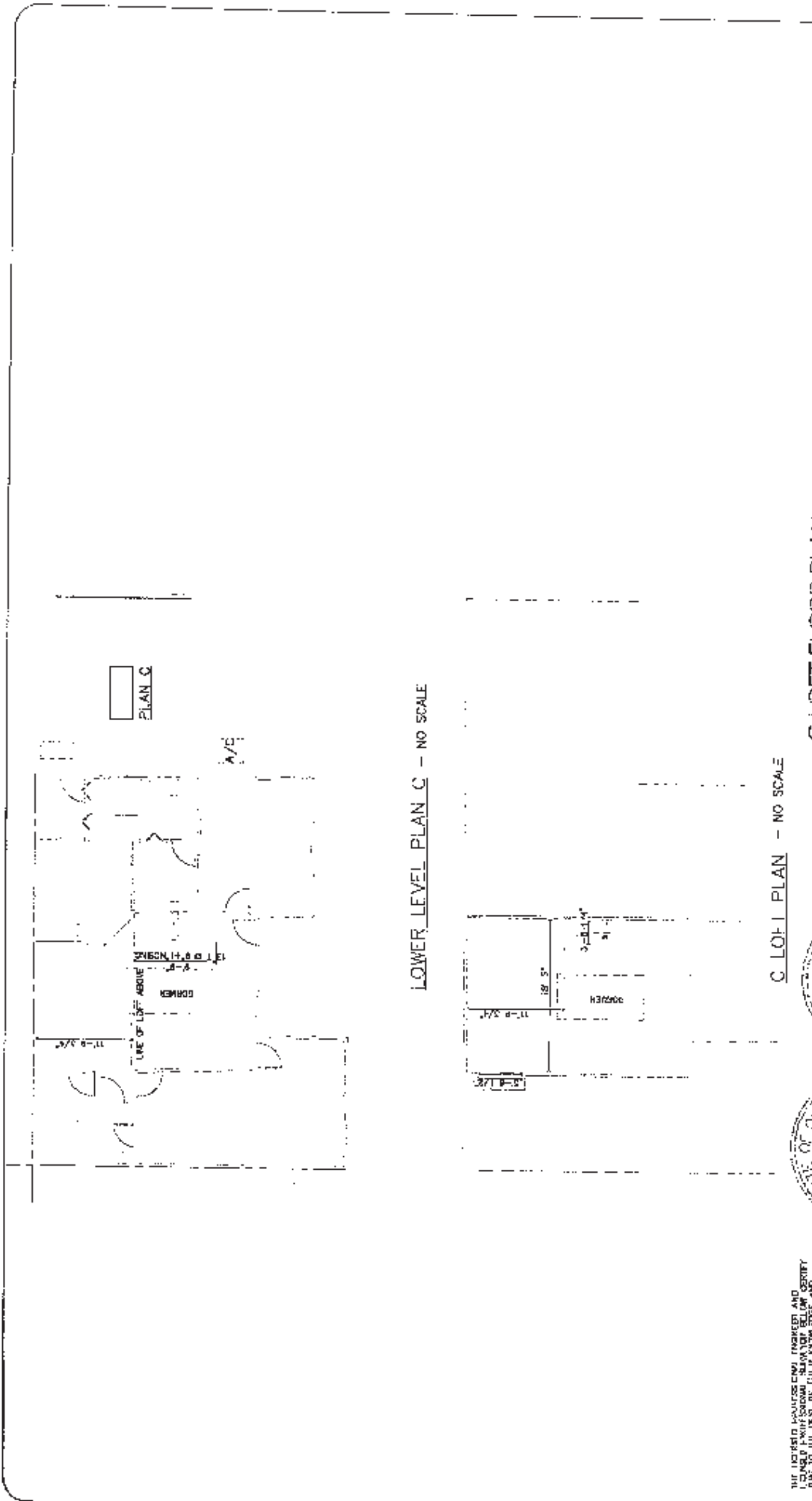
FLOOR PLAN - NO SCALE  
**ABBAY GLEN CONDOMINIUMS**  
 Massillon, Ohio 44646  
 BUILDING NO. \_\_\_\_\_

PREPARED BY:  
**JAMES E. SAWYER, P.E.**  
 consulting engineering  
 P.O. BOX 441 • MASSILLON, OHIO 44646  
 PH (772) (330) 331-7050

EXHIBIT NO. **H-5**



Appendix D Sample Drawings  
 Not Yet Constructed Drawings



THIS PROJECT IS SUBJECT TO THE PROVISIONS OF THE OHIO CONDOMINIUM ACT, CHAPTER 530, WHICH PROVIDES THAT THE DEVELOPER OF A CONDOMINIUM PROJECT SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND RECORDING THE PLANS AND INSTRUMENTS IN THE PUBLIC RECORDS OF THE COUNTY WHERE THE PROJECT IS LOCATED.

DATE: 09/20/2001

UNIT: UNIT

DESIGNED BY: JAMES E. SAWYER II, P.E.  
 OHIO REGISTRATION NO. 45130

DATE: 09/20/2001

UNIT: UNIT

DESIGNED BY: H. DAVID LAJARILA, P.E.  
 OHIO REGISTRATION NO. 7543



C LOFT PLAN - NO SCALE

C LOFT FLOOR PLAN - NO SCALE

ABBEY GLEN CONDOMINIUMS  
 [ ] Laurenbrook Lane  
 Massillon, Ohio 44846

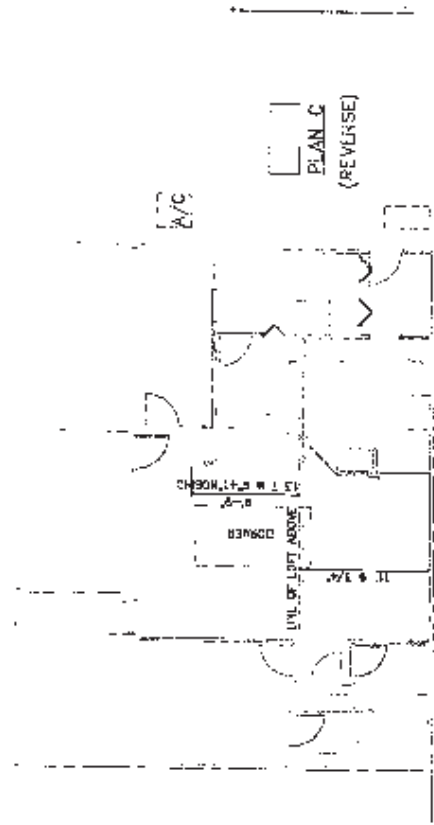
BUILDING NO. \_\_\_\_\_

PREPARED BY  
 JAMES E. SAWYER, P.E.  
 consulting engineering

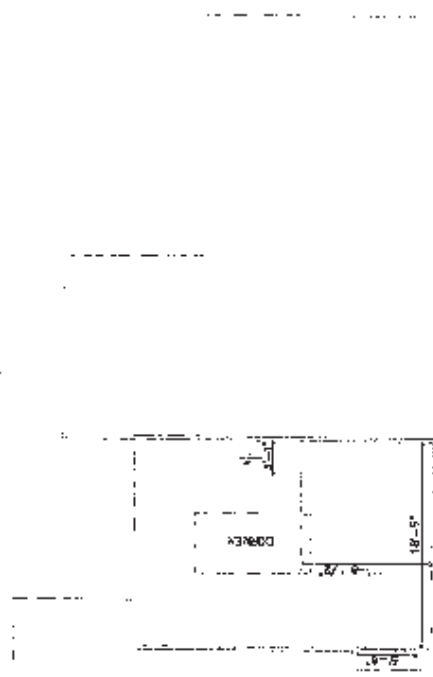
PO. BOX 84 • MASSILLON, OHIO 44885  
 P-4/F-2 (330) 334-7090

EXHIBIT NO. H-6

Appendix D Sample Drawings  
 Not Yet Constructed Drawings



LOWER LEVEL PLAN C - NO SCALE  
 (REVERSE)



C LOFT FLOOR PLAN - NO SCALE  
 (REVERSE)

THE LICENSED PROFESSIONAL ENGINEER AND ARCHITECT HAS REVIEWED THESE DRAWINGS AND CERTIFIES THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, THE DRAWING GRAPHICALLY SHOWS THE LIMITED CONSTRUCTION AREA AS CONSTRUCTED.

DATE: 09/20/2001  
 JAMES E. SAWYER, P.E.  
 OHIO REGISTRATION NO. 45130

DATE: 09/15/2001  
 H. DAVID LAJARLA, P.E.  
 OHIO REGISTRATION NO. 7143

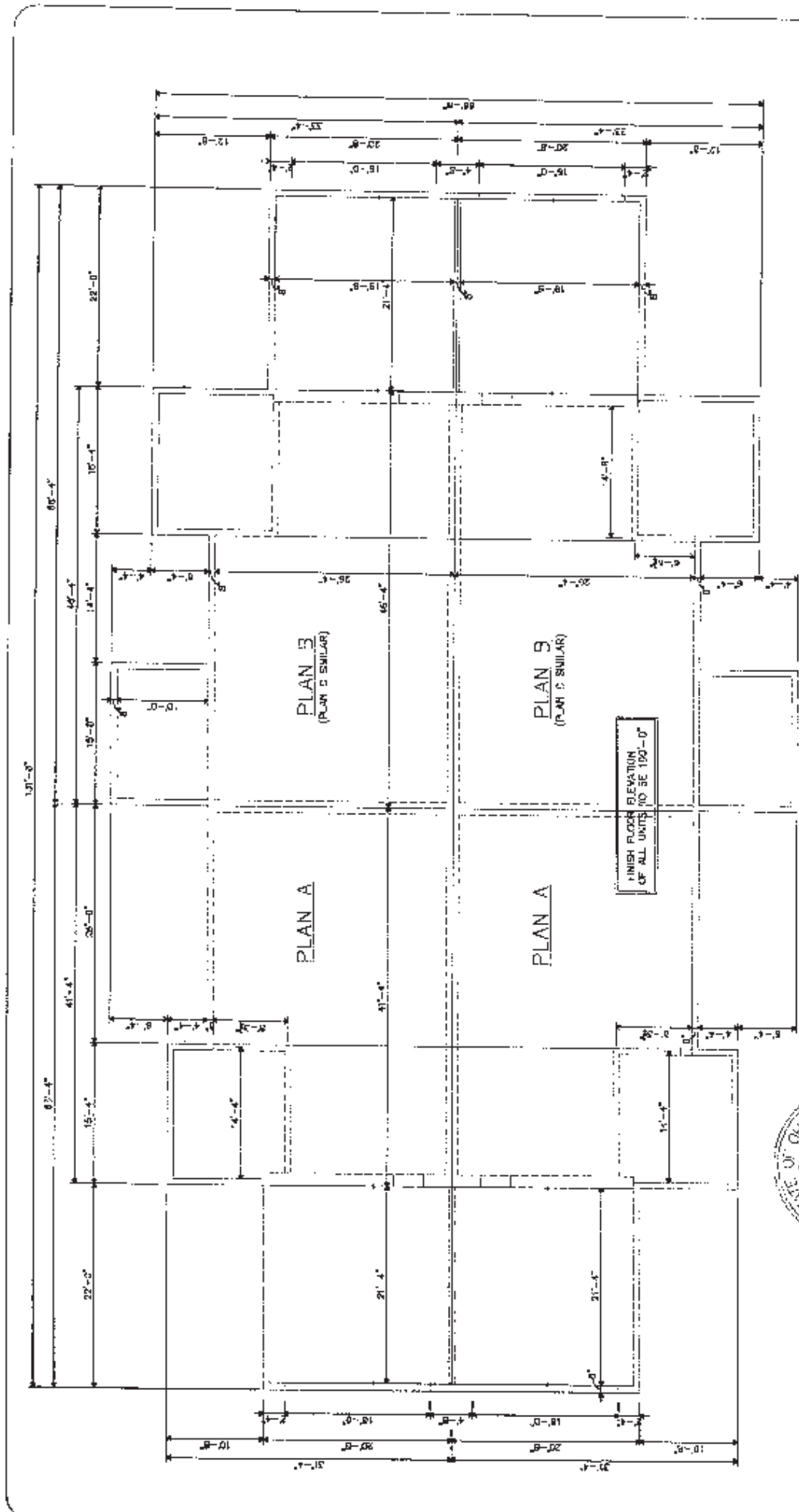


C LOFT FLOOR PLAN - NO SCALE  
 ABBEY GLEN CONDOMINIUMS  
 Launbrook Lane  
 Massillon, Ohio 44646  
 BUILDING NO. \_\_\_\_\_

PREPARED BY  
 JAMES E. SAWYER, P.E.  
 consulting engineering  
 P.O. BOX 841 • MASSILLON, OHIO 44601  
 PH./FAX: (330) 334-7090

EXHIBIT NO. H-7

Appendix D Sample Drawings  
 Not Yet Constructed Drawings



BUILDING FOUNDATION PLAN - NO SCALE  
 ABBEY GLEN CONDOMINIUMS  
 Massillon, Ohio 44846



THE LICENSED PROFESSIONAL ENGINEER AND ARCHITECT HEREBY CERTIFY THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, THIS GRAPHIC GRAPHICALLY SHOWS THE SAME AS SHOWN AND AS NOTED THEREON AND SAME CONFORM WITH ALL APPLICABLE CODES AND REGULATIONS.

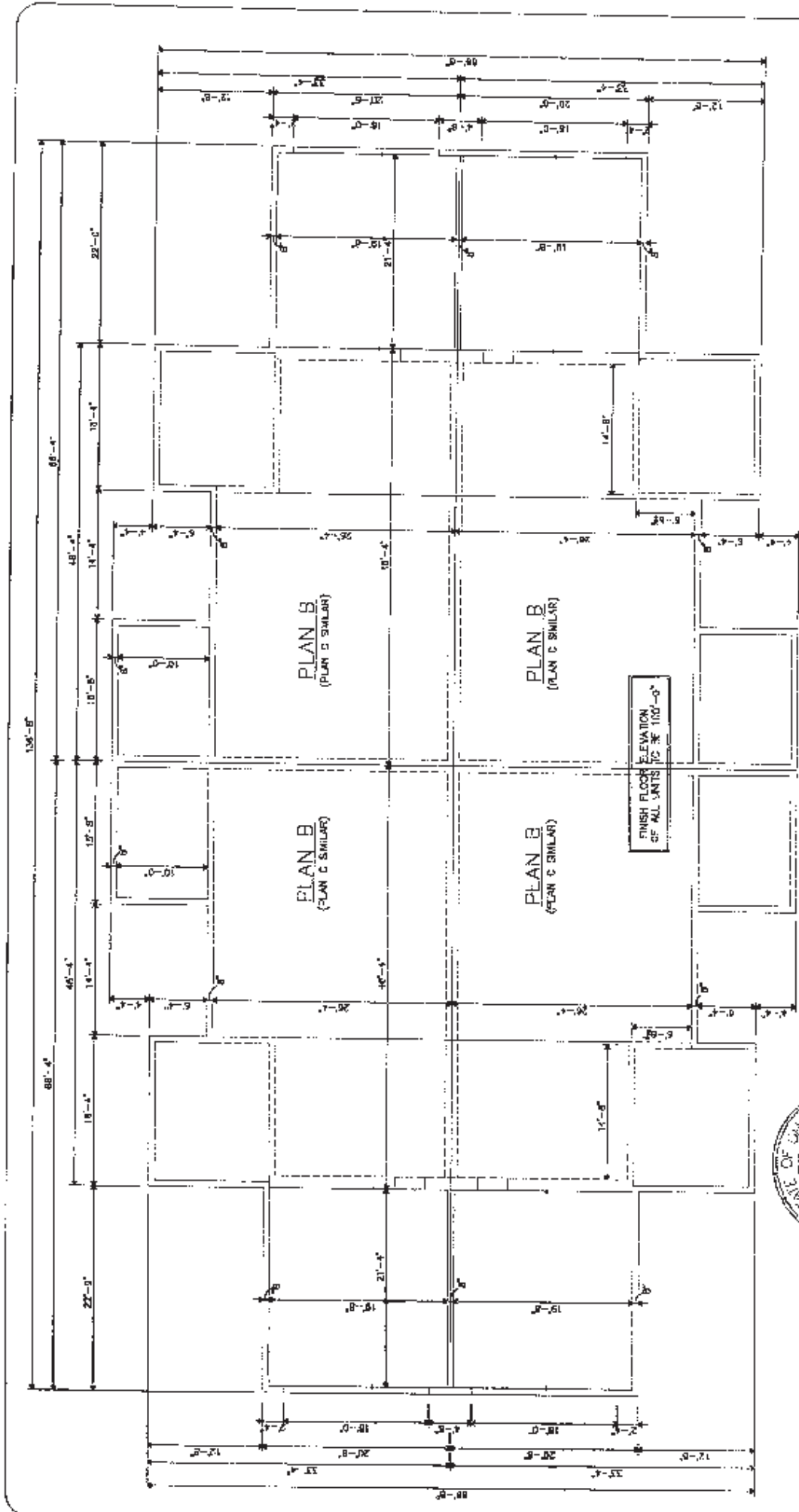
DATE: 08/23/2001  
 ENGINEER: JAMES E. SAWYER II, P.E.  
 REG. NO. 45130

DATE: 08/23/2001  
 ARCHITECT: P. DAVID JAURILA, P.E.  
 REG. NO. 7663

REVISED BY  
 JAMES E. SAWYER II, P.E.  
 civil engineering  
 P.O. BOX 411 • MASSILLON, OHIO 44801  
 PH/FAX: (336) 334-7090

BUILDING NO. \_\_\_\_\_  
 EXHIBIT NO. [1]

Appendix D Sample Drawings  
 Not Yet Constructed Drawings



THE ABOVE PROFESSIONAL ENGINEER AND ARCHITECT HAVE REVIEWED THESE DRAWINGS AND TO THE BEST OF THEIR KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL CITY, STATE AND FEDERAL REQUIREMENTS AND STANDARDS AND THE ENGINEER AND ARCHITECT ARE NOT PROVIDING ANY OTHER GUARANTEE OR WARRANTY FOR ANY OTHER CIRCUMSTANCES AS CONSTRUCTED.

DATE: 09/23/2000  
 JAMES E. SAWYER II, P.E.  
 CHIO REGISTRATION NO. 45130

DATE: 09/23/2000  
 H. DAVID LAURILLA, P.E.  
 CHIO REGISTRATION NO. 7863



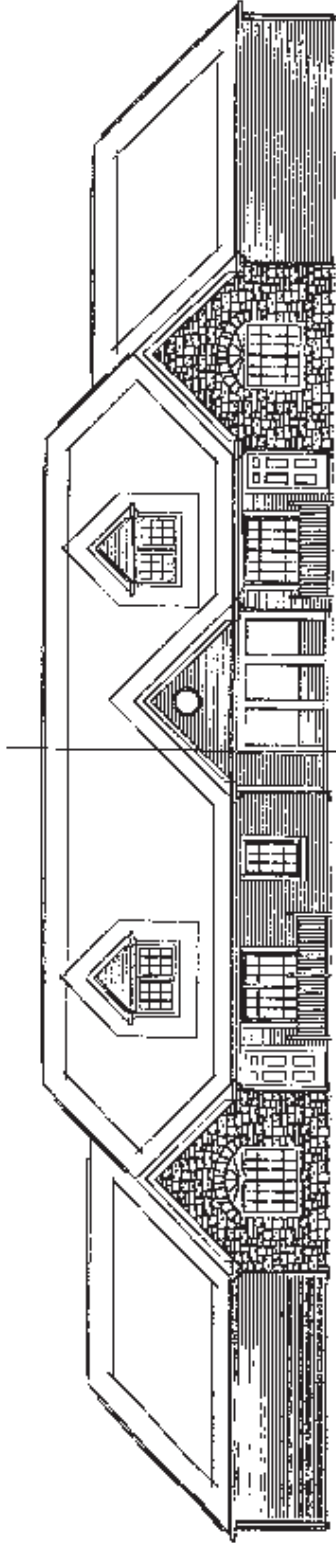
BUILDING FOUNDATION PLAN - NO SCALE  
 ABBEY GLEN CONDOMINIUMS  
 Massillon, Ohio 44646

BUILDING NO. \_\_\_\_\_  
 EXHIBIT NO. J-2

DESIGNED BY  
 JAMES E. SAWYER, P.E.  
 consulting engineering  
 P.O. BOX 541 • WOODSTOCK, OHIO 44688  
 PH/726 (330) 334-7090

Appendix D-1:G-2

As Constructed Drawings



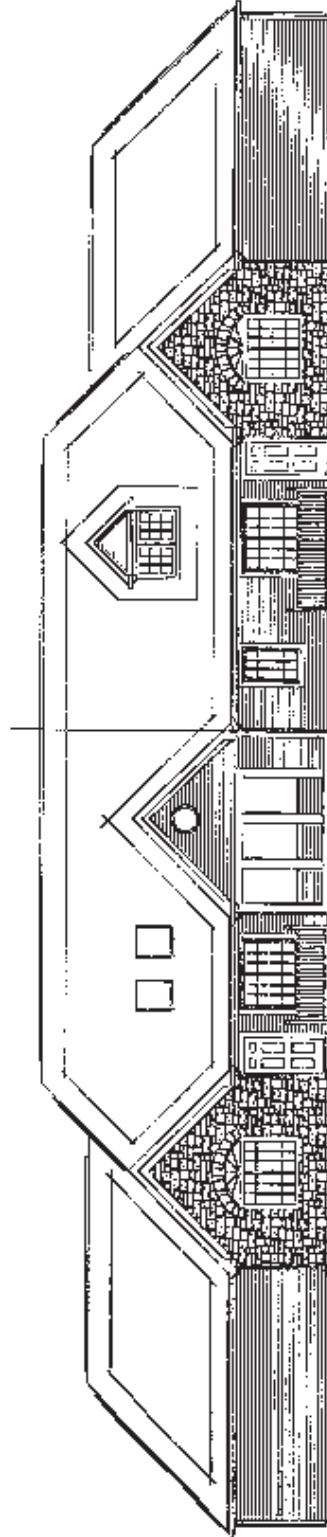
ELEVATION OF PLAN A

1455

FRONT

ELEVATION OF PLAN C

1425



ELEVATION OF PLAN B

1435

REAR

ELEVATION OF PLAN A

1445

THE SEALS, PROFESSIONAL ENGINEER AND ARCHITECT, ARE THE PROPERTY OF JAMES E. SAWYER, P.E. ANY REUSE OR REPRODUCTION OF THESE SEALS WITHOUT HIS WRITTEN PERMISSION IS STRICTLY PROHIBITED.

DATE: 08/29/2001

BY: [Signature]

FOR: JAMES E. SAWYER, P.E. 45138



BUILDING ELEVATIONS - NO SCALE  
 ABBEY GLEN CONDOMINIUMS  
 Larenbrook Lane  
 Massillon, Ohio 44646

BUILDING NO. 1

EXHIBIT NO. G-2

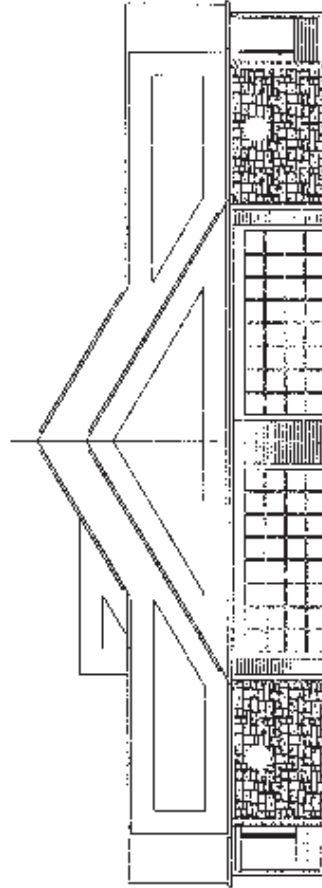
PREPARED BY  
 JAMES E. SAWYER, P.E.  
 consulting engineering  
 P.O. BOX 411 \* BOONE, OHIO 44603  
 PH 752-7900

Appendix D-1:G-1

As Constructed Drawings



ELEVATION FLOOR PLAN A  
 1455  
 LEFT SIDE  
 ELEVATION FLOOR PLAN A  
 1445



ELEVATION FLOOR PLAN B  
 1425  
 RIGHT SIDE  
 ELEVATION FLOOR PLAN B  
 1435

THE LICENSED PROFESSIONAL ENGINEER AND  
 LICENSED PROFESSIONAL ARCHITECT BELOW CERTIFY  
 THAT THIS DRAWING WAS PREPARED BY HIMSELF  
 OR UNDER HIS CLOSE PERSONAL SUPERVISION AND  
 DESIGNATION AND DIMENSIONS OF EACH UNIT AND  
 LIMITED COMMON AREAS AS SUBSTRUCTED.

09/20/2001  
 DATE  
 JAMES E. SAWYER, P.E.  
 AND REGISTERED NO. 49130

09/20/2001  
 DATE  
 H. DAVID LUBELA, P.E.  
 AND REGISTRATION NO. 1643



BUILDING ELEVATIONS - NO SCALE  
 ABBEY GLEN CONDOMINIUMS  
 Larenbrook Lane  
 Massillon, Ohio 44646

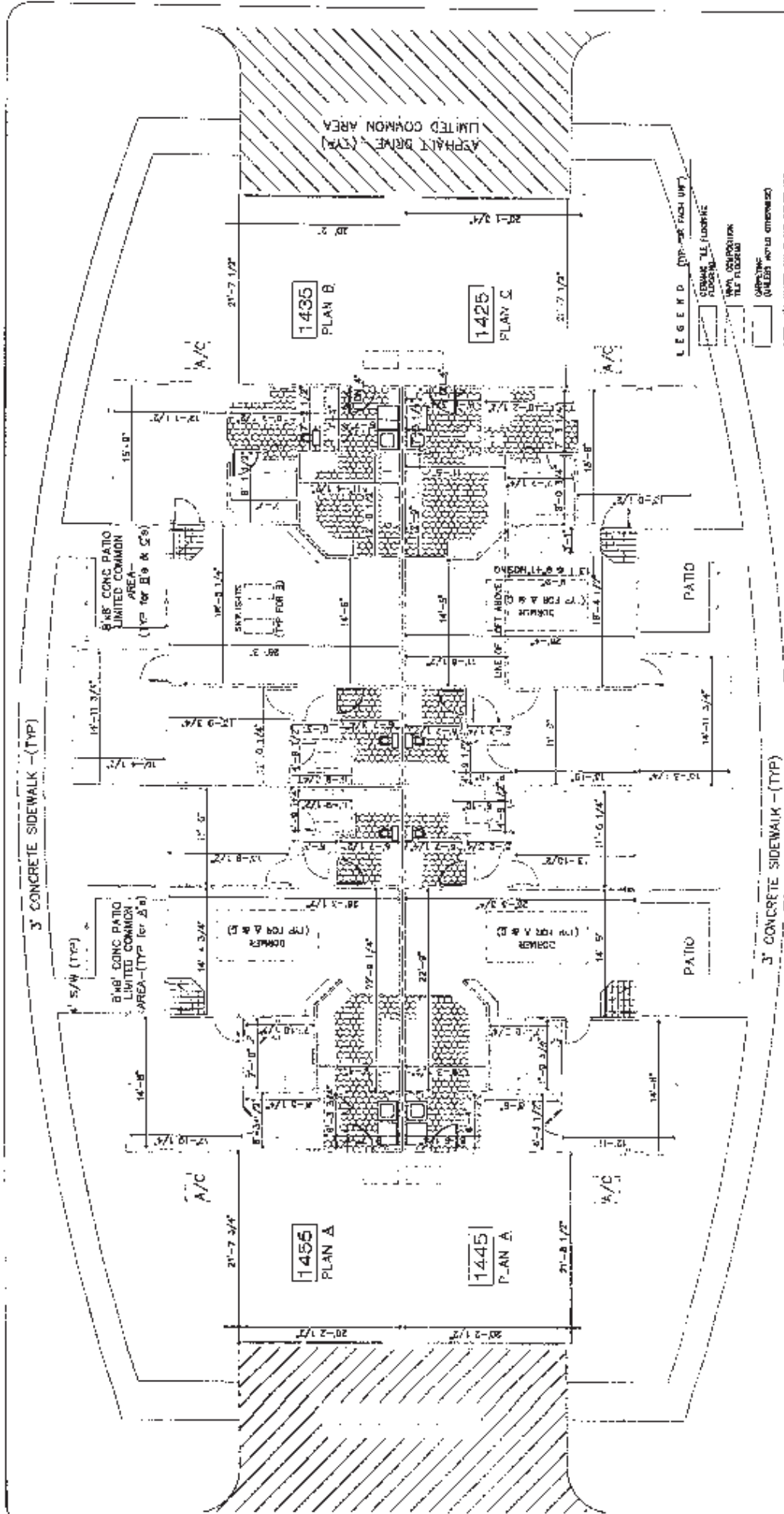
BUILDING NO. 1

EXHIBIT NO. G-1

PREPARED BY  
 JAMES E. SAWYER, P.E.  
 consulting engineering  
 P.O. BOX 841 • MASSILLON, OHIO 44646  
 (336) 334-7690

Appendix D-1:H-3

As Constructed Drawings



FLOOR PLAN - NO SCALE  
**ABBAY GLEN CONDOMINIUMS**  
 [ ] Laurenbrook Lane  
 Massillon, Ohio 44846  
 BUILDING NO. 1



DATE: 04/29/2021  
 THE LICENSED PROFESSIONAL SURVEYOR AND ARCHITECT MAY NOT BE HELD RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN UNLESS IT IS SPECIFICALLY IDENTIFIED AS SUCH.  
 JAMES E. SAWYER II, P.E.  
 CHIO REG. NO. 45730  
 H. DAVID LAURILA, P.S.  
 CHIO REGISTRATION NO. 7583

PREPARED BY  
 JAMES E. SAWYER, P.E.  
 consulting engineering  
 P.O. BOX 441 • 44841 OHIO  
 PH/FAX: (330) 374-7080

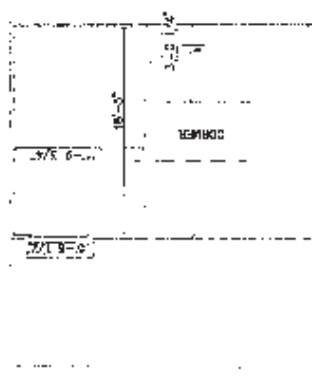
EXHIBIT NO. **H-3**

Appendix D-1:H-6

As Constructed Drawings



LOWER LEVEL PLAN C - NO SCALE



G LOFT FLOOR PLAN - NO SCALE  
 ABBEY GLEN CONDOMINIUMS  
 [ ] Laurenbrook Lane  
 Massillon, Ohio 44646  
 BUILDING NO. 1



THE LICENSED PROFESSIONAL ENGINEER AND ARCHITECT HAS REVIEWED THIS DRAWING AND CERTIFIES THAT IT COMPLIES WITH ALL CITY, COUNTY AND STATE REQUIREMENTS AND REGULATIONS. THIS DRAWING SHALL BE VALID ONLY IF THE DESIGNER AND ENGINEER OF EACH UNIT AND THE CONTRACTOR ARE REGISTERED AS SUCH WITH THE UNITED COMMUNITY AS ASSOCIATES.

DATE: 09/20/2001  
 JAMES E. SAWYER II, P.E.  
 OHIO REGISTRATION NO. 45130

DATE: 09/20/2001  
 H. DAVID LAURILA, P.E.  
 OHIO REGISTRATION NO. 27543

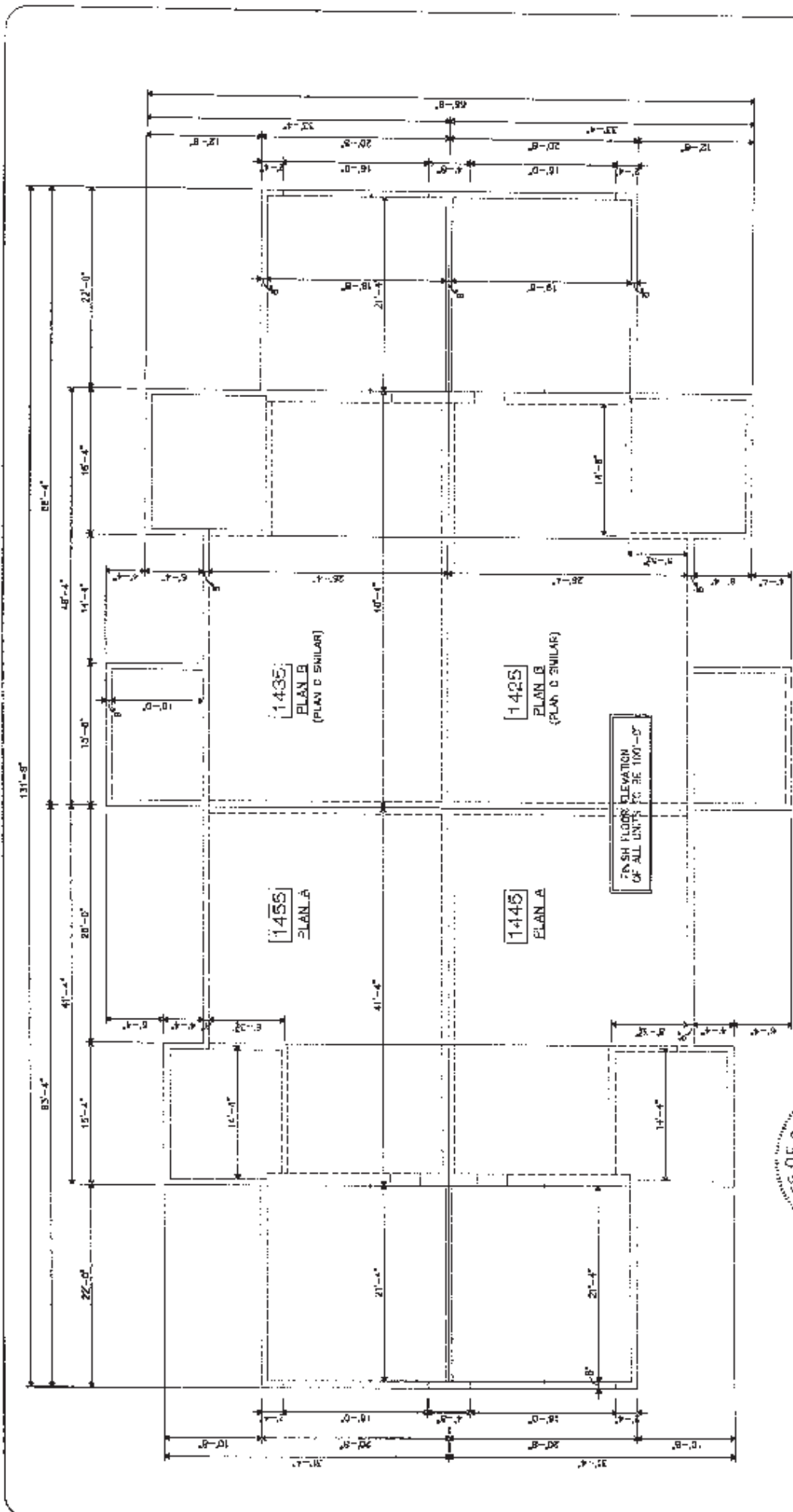
PREPARED BY  
 JAMES E. SAWYER, P.E.  
 consulting engineering  
 PO. BOX 141 • ROBERTS, OHIO • 44861  
 PH/774: (330) 534-7390

EXHIBIT NO. H-6



Appendix D-1:Y-1

As Constructed Drawings



BUILDING FOUNDATION PLAN - NO SCALE  
 ABBEY GLEN CONDOMINIUMS  
 Laurensbrook Lane  
 Massillon, Ohio 44646



THE LICENSED PROFESSIONAL ENGINEER AND LICENSED PROFESSIONAL SURVEYOR HEREBY CERTIFY THAT THEY ARE THE DESIGNERS OF THE ABOVE DRAWING AND BELIEVE THE DRAWING CORRECTLY SHOWS THE DIMENSIONS AND FINISHES OF THE UNIT AND UNITED COMPANY ASKS AS TO BE CONSTRUCTED.  
 DATE 06/20/2001  
 JAMES E. SAWYER, P.E.  
 CIVIL ENGINEER, No. 45130  
 H. DAVID LAURILA, P.S.  
 CIVIL ENGINEER, No. 7863

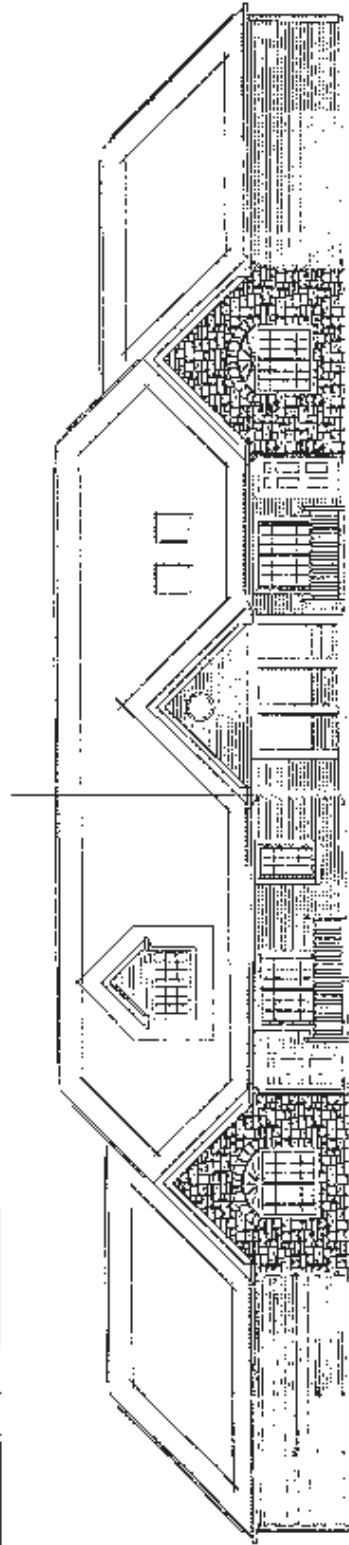
PREPARED BY  
 JAMES E. SAWYER, P.E.  
 consulting engineering  
 P.O. BOX 548 • WADSWORTH, OHIO 44651  
 PH/734 (330) 334-7550

EXHIBIT NO. 1-1

BUILDING NO. 1

Appendix D-2:G-1

As Constructed Drawings



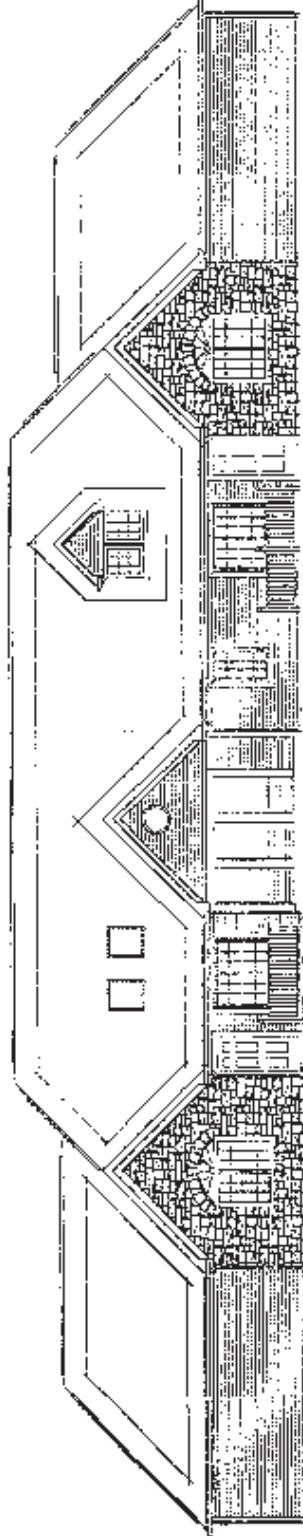
ELEVATION OF PLAN A

1420

FRONT

ELEVATION OF PLAN B

1440



ELEVATION OF PLAN B

1450

REAR

ELEVATION OF PLAN A

1430

THE LICENSED PROFESSIONAL ENGINEER AND  
LICENSED PROFESSIONAL SURVEYOR, BELOW, CERTIFY  
THAT HE HAS EXAMINED THE DRAWINGS AND  
NOTES AND THE DRAWING CORRECTLY SHOWS THE  
DIMENSIONS AND FINISHES OF EACH UNIT AND  
LIMITED COMMON AREAS AS CONSTRUCTED.

DATE: 09/22/2001

BY: *James E. Sawyer*  
JAMES E. SAWYER, P.E.  
CHIO REGISTRATION NO. 7463

DATE: 09/22/2001

BY: *David Lajrila*  
DAVID LAJIRILA  
CHIO REGISTRATION NO. 7463



BUILDING ELEVATIONS - NO SCALE  
ABBEY GLEN CONDOMINIUMS

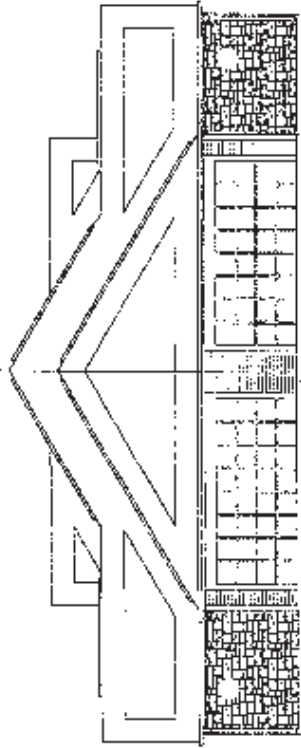
Laurenbrook Lane  
Massillon, Ohio 44645

BUILDING NO. 2

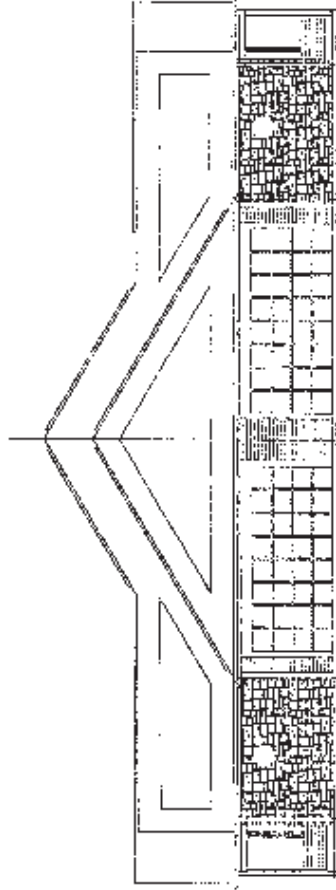
PREPARED BY  
JAMES E. SAWYER, P.E.  
consulting engineer  
P.O. BOX 641 • WOODS, OHIO • 44099  
PH/FAX: (330) 334-7180

EXHIBIT NO. G-1

As Constructed Drawings



ELEVATION FLOOR PLAN A  
LEFT SIDE 1420  
ELEVATION FLOOR PLAN A  
RIGHT SIDE 1430



SIDE ELEVATION FLOOR PLAN B  
LEFT SIDE 1440  
SIDE ELEVATION FLOOR PLAN B  
RIGHT SIDE 1450

THE LICENSED PROFESSIONAL ENGINEER AND ARCHITECT HAS REVIEWED THESE DRAWINGS AND CERTIFIES THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, THIS DRAWING GRAPHICALLY SHOWS THE EXISTING CONDITIONS AND THAT NO UNLAWFUL WORK IS TO BE CONSTRUCTED.

DATE 08/22/2001  
DATE 08/22/2001

JAMES E. SAWYER, P.E.  
REGISTERED PROFESSIONAL ENGINEER  
NO. 46130

DAVID H. AURILA  
REGISTERED ARCHITECT  
NO. 7663

DAVID H. AURILA  
REGISTERED ARCHITECT  
NO. 7663

CHIEF REGISTERATION, INC. 7083

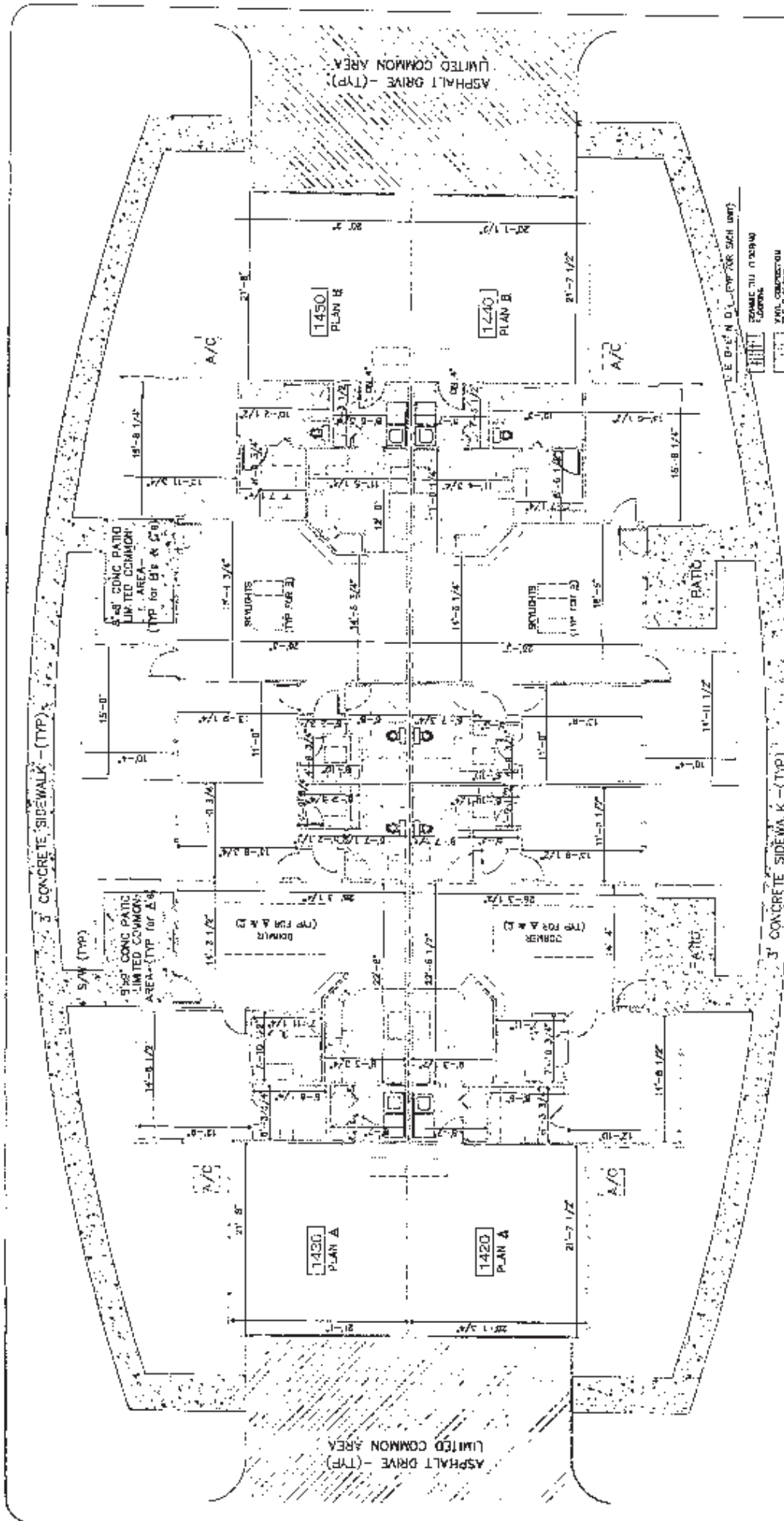


BUILDING ELEVATIONS - NO WALL  
 ABBEY GLEN CONDOMINIUMS  
 Laurenbrook Lane  
 Massillon, Ohio 44646  
 BUILDING NO. 2

PREPARED BY  
 JAMES E. SAWYER, P.E.  
 consulting engineering  
 P.O. BOX 601 • MASSILLON, OHIO 44646  
 PH/FAZ (330) 334-7083

Appendix D-2:H-1

As Constructed Drawings



BE VIEWED, SPECIFY OWN, DRAWER AND  
 LICENSED ARCHITECTURAL SITE VISITOR CAN VERIFY  
 THAT TO THE BEST OF THEIR KNOWLEDGE AND  
 BELIEF, THIS DRAWING ACCURATELY SHOWS THE  
 UNITED STATES AS SHOWN AS CONSTRUCTED.  
 DATE: 08/22/2007  
 H. DAVID LAJRLA, REGISTERED PROFESSIONAL ARCHITECT  
 STATE OF OHIO, LICENSE NO. 7863  
 08/22/2007  
 H. DAVID LAJRLA, REGISTERED PROFESSIONAL ARCHITECT  
 STATE OF OHIO, LICENSE NO. 7863



FLOOR PLAN - NO SCALE  
 ABBEY GLEN CONDOMINIUMS  
 Laurensbrook Lane  
 Massillon, Ohio 44648

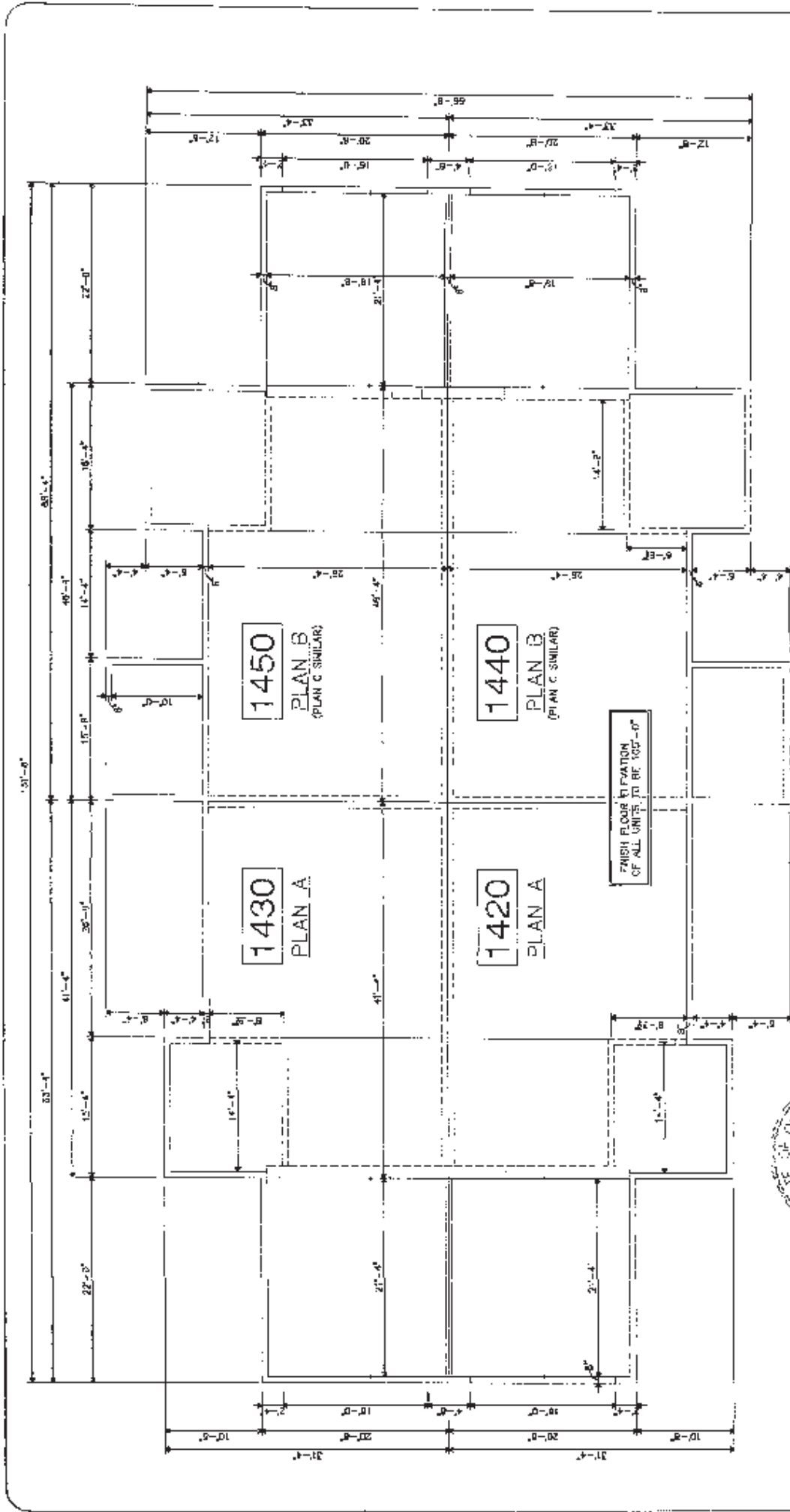
- CONCRETE SIDEWALK - (TYP)
- 3" CONCRETE SIDEWALK - (TYP)
- ASPHALT DRIVE - (TYP)
- UNIT CONCRETE ON  
1 1/2" POLYURETHANE
- CERAMIC TILE FLOOR
- GRANITE FLOOR (TYP)
- APRIL FINISH
- CONCRETE FINISH

PREPARED BY  
 JAMES E. SAWYER, P.E.  
 consulting engineering  
 P.O. BOX 61 • WOODRIDGE, OHIO • 44181  
 PH/FR: (330) 254-7050

BUILDING NO. \_\_\_\_\_  
 EXHIBIT NO. F-1

Appendix D-2:I-1

As Constructed Drawings



THE UNDERSIGNED HEREBY CERTIFY THAT I AM THE REGISTERED PROFESSIONAL ENGINEER AND ARCHITECT WHOSE NAME IS AFFIXED TO THESE DRAWINGS AND THAT I AM A MEMBER OF THE ENGINEERING AND ARCHITECTURE BOARD OF PROFESSIONAL ENGINEERS AND ARCHITECTS OF THE STATE OF OHIO.

08/29/2000  
 J.E. Sawyer, P.E.  
 45130  
 OHIO REGISTRATION NO. 5130

08/29/2000  
 F. David Laurila, P.E.  
 7663  
 OHIO REGISTRATION NO. 7543



BUILDING FOUNDATION PLAN - NO SCALE  
 ABBEY GLEN CONDOMINIUMS  
 [ ] Laurenbrook Lane  
 Massillon, Ohio 44646

BUILDING NO. 2

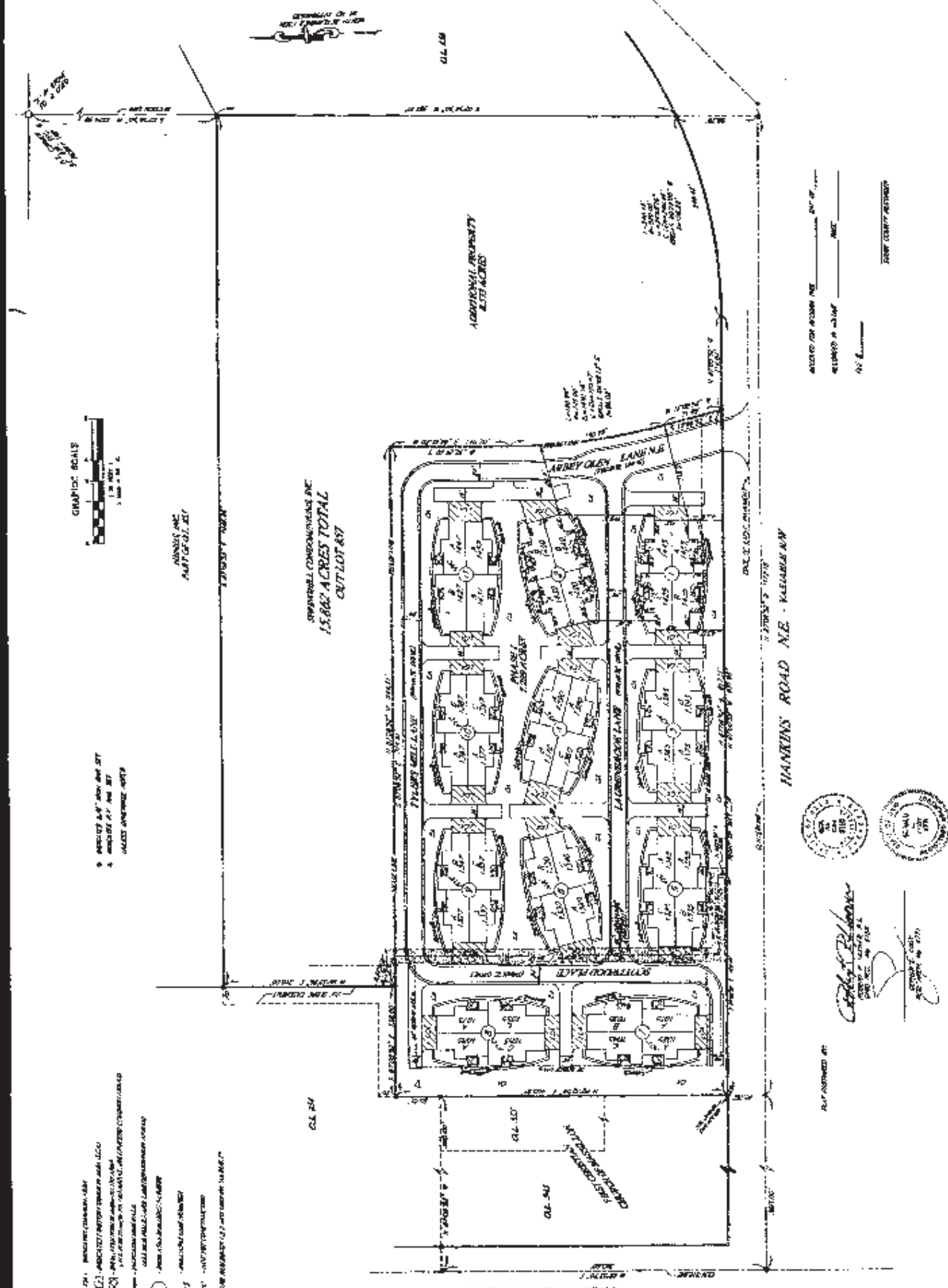
EXHIBIT NO. [ ]

JAMES E. SAWYER, P.E.  
 consulting engineer/archt  
 P.O. BOX 641 • MASSILLON, OHIO 44646  
 PH/TK: (330) 634-7080

DATE	1987
PROJECT	Abbey Glen Condominiums
OWNER	Abbey Glen Condominiums, Inc.
DESIGNER	Hoover & Associates, Inc.
SCALE	1" = 20'

HOOPER & ASSOCIATES, INC.  
 ARCHITECTS AND ENGINEERS  
 1000 UNIVERSITY DRIVE, SUITE 100  
 WASHINGTON, D.C. 20004  
 PHONE (202) 462-1100  
 FAX (202) 462-1101

APPENDIX "A"  
 ABBEY GLEN CONDOMINIUMS  
 1001 1ST ST. N. NW DIST. OF WASHINGTON  
 STATE COUNTY (DC)



- 1. PROJECT 147 1ST ST. NW
- 2. PROJECT 147 1ST ST. NW
- 3. PROJECT 147 1ST ST. NW
- 4. PROJECT 147 1ST ST. NW

HOOPER & ASSOCIATES, INC.  
 ARCHITECTS AND ENGINEERS  
 1000 UNIVERSITY DRIVE, SUITE 100  
 WASHINGTON, D.C. 20004  
 PHONE (202) 462-1100  
 FAX (202) 462-1101

APPROVED FOR RECORD BY \_\_\_\_\_  
 RECORDED BY \_\_\_\_\_  
 DATE \_\_\_\_\_  
 DISTRICT OF COLUMBIA

HANKINS ROAD NE - KALENDAR NW



*Robert B. Hoover*  
 ARCHITECT  
 1000 UNIVERSITY DRIVE, SUITE 100  
 WASHINGTON, D.C. 20004  
 (202) 462-1100

Appendix E As Constructed Condominium Plat

## APPENDIX F

### DESCRIPTION OF ADDITIONAL PROPERTY

8.573 ACRES

#### ABBEY GLEN CONDOMINIUMS – ADDITIONAL PROPERTY

Known as, and being part of Out Lot 857 in the City of Massillon, County of Stark, State of Ohio and further bounded and described as follows:

Beginning at a 5/8" iron bar set at the southwest corner of said Out Lot 857; thence N 02°32'26" E and with the west line of said Out Lot 857 a distance of 405.01 feet to a 5/8" iron bar set; thence S 87°08'52" E and continuing with said west line of Out Lot 857 a distance of 130.00 feet to a 5/8" iron bar set at the TRUE PLACE OF BEGINNING for the tract of land herein to be described;

thence N 02°32'26" E and continuing with said west line of Out Lot 857 a distance of 210.00 feet to a 5/8" iron bar set at the northwest corner of said Out Lot 857;

thence S 87°08'52" E and with the north line of said Out Lot 857 a distance of 1046.86 feet to a 5/8" iron bar set at the northeast corner of said Out Lot 857;

thence S 02°56'50" W and with the east line of said Out Lot 857 a distance of 561.71 feet to a 5/8" iron bar set at the southeast corner of said Out Lot 857;

thence westerly along and with the south line of said Out Lot 857, the north line of Hankins Road N.E. and a curve to the right having a radius of 570.00 feet, a central angle of 24°58'16", a chord of 246.46 feet, a chord bearing of S 80°22'00" W and a tangent of 126.22 feet a distance of 248.42 feet to a 5/8" iron bar set at the point of tangency for said curve to the right;

thence N 87°08'52" W and continuing with said south line of said Out Lot 857 and said north line of Hankins Road N.E. a distance of 114.84 feet to a point;

thence N 12°08'52" W a distance of 71.99 feet to the point of curvature for a curve to the right;

thence northerly along and with said curve to the right having a radius of 745.00 feet, a central angle of 14°41'18", a chord of 190.47 feet, a chord bearing of N 04°48'13" W and a tangent of 96.02' a distance of 190.99 feet to the point of tangency for said curve to the right;

thence N 02°32'46" E and parallel with said west line of Out Lot 857 a distance of 146.70 feet to a point;

thence N 87°08'52" W and parallel with said south line of Out Lot 857 and said north line of Hankins Road N.E. a distance of 644.51 feet to said true place of beginning and containing 8.573 acres of land, more or less, as surveyed by Robert P. Hoover, Ohio Registration No. 6155, in January of 2000.

The basis of bearings, N 87°08'52" W for said north line of Harkins Road N.E. is taken from Imaging No. 1999088635.

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## APPENDIX G

### ENCUMBRANCES

- Reservation for Roadway and Utility Purposes, set forth in a Deed, received for record January 28, 2000, and recorded as Official Records Imaging Number 2000004941, Stark County Records.
- Oil and Gas Lease to MB Operating Co., Inc., received for record November 4, 1980, and recorded as Volume 207, Page 79, Stark County Records. NOTE: Re-recorded to add OL 345 and 509, on May 12, 1981, and recorded as Volume 210, Page 627, Stark County Records.
- Easement to Ohio Edison Company, received for record May 12, 1967, and recorded as Volume 3249, Page 487, Stark County Records.
- Easement to Stark County, Ohio, received for record January 18, 1965, and recorded as Volume 3067, Page 402, Stark County Records.
- Drainage Easement to Richard J. and Phyllis Seckler, received for record December 1, 1972, and recorded as Volume 3664, Page 617, Stark County Records.
- Reservation of Right by Declarant to grant/receive grading easement with owners of adjoining property to the north and west. This is a proposed easement with the adjacent property owner.
- Reservation of Right by Declaration to grant storm sewer easement for the benefit of adjacent property owners. There is in existence a storm sewer line servicing the Condominium and additional acreage to the north, east and west. The maintenance, repair and replacement costs for the sanitary and storm sewer line will be at the expense of the condominium property owners.