

INDEXED

647716

DECLARATION OF CONDOMINIUM

OF *Trinity Corp.*

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*[Signature]*  
Recorder  
Cuyahoga County, Ohio

THE ENGLISH OAKS CONDOMINIUM

AND

BY-LAWS

*241.30*

*For Plat see Plat Book 82 pgs 33 to 54 Incl.*

THE ENGLISH OAKS CONDOMINIUM ASSOCIATION

AND

EXHIBITS THERETO.

This instrument prepared by:  
J. Terence Burke  
Attorney at Law  
15501 Munn Road  
Cleveland, Ohio 44111

*6-9-72*  
*C. L. Bower*  
*by J. A. Murawski*  
*Deputy Auditor*

31170

*T.N.N.*  
*1-9-72*

TRANSFER NOT NECESSARY

TRANSFER NOT NECESSARY  
REC. 110  
EXEMPT  
C.V. CODE COMPLIED WITH

DECLARATION  
OF  
CONDOMINIUM  
OF  
**647716**  
THE ENGLISH OAKS CONDOMINIUM

MADE THIS 6th day of June, 1972, by the Trinity Corporation, an Ohio corporation, herein called Developer, for itself, its successors, grantees and assigns.

WHEREIN the Developer makes the following declarations:

I. Purpose. The purpose of this Declaration is to submit the lands herein described and the improvements thereon to the condominium form of ownership and use in the manner provided by Chapter 5311, Ohio Revised Code, herein called the Condominium Act.

A. Name. The name by which this condominium is to be identified is The English Oaks Condominium.

B. The land. The lands owned by the Developer which are hereby submitted to the condominium form of ownership are the lands described in Exhibit A attached hereto and made a part hereof, which lands are herein called "the land."

II. Definitions. The terms used herein and in the exhibits hereto shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:

A. Apartment or unit means unit as defined by the Condominium Act.

B. Apartment owner means unit owner as defined by the Condominium Act.

C. Association means the unit owners' association, which shall be known as The English Oaks Condominium Association.

D. Common areas shall include the tangible property required for the maintenance and operation of the condominium, even though owned by the Association, as well as the items stated in the Condominium Act.

E. Common expenses include:

1. Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of apartments to be maintained by the Association.

2. Expenses declared common expenses by the provisions of this Declaration or the By-Laws.

3. Any valid charge against the condominium as a whole.

F. Condominium means all the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

G. Singular, plural, gender. Whenever the context so permits, the use of the plural shall include the singular, the plural, and the use of any gender shall be deemed to include all genders.

H. Utility services as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and By-Laws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage, and sewage disposal.

III. Development plan. The condominium is described as follows:

A. The drawings attached hereto, being a part of this Declaration, prepared by John T. Miller, an architect registered by the State of Ohio, comprised of pages numbered 1-11 inclusive, show graphically all the particulars of the buildings and improvements, the layout, location, designation of each unit, and the layout, location and dimensions of the

common areas and facilities. The drawings bear the certificate of said architect and a licensed professional engineer that said drawings accurately show the buildings as now constructed.

B. Description of the Buildings. The condominium includes 5 apartment buildings, which comprise a total of 41 units, and 3 garage buildings. The buildings are constructed on concrete slabs, and include brick veneer over a wood superstructure. The units are designated, described and located as set forth on the condominium drawings made a part hereof and attached hereto. Each building contains the number of stories as shown by the elevations of each set forth in the condominium drawings.

C. Amendment of plans. Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, so long as Developer owns the units so altered. No such change shall increase the number of apartments nor alter the boundaries of the common elements. If Developer shall make any changes in units so authorized, such changes shall be reflected by an amendment of this Declaration. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements which are appurtenant to the units concerned.

D. Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of apartment plans by Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, apartment owners or lienors or mortgagees of apartments or of the condominium, whether or not elsewhere required for an amendment.

E. Easements are reserved through the condominium property as may be required for utility services in order to adequately serve the condominium; provided, however, such easements through an apartment shall be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment owner.

F. Apartment boundaries. Each apartment shall include that part of the building containing the apartment which lies within the boundaries of the apartment, which boundaries are as follows:

1. Upper and lower boundaries. The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(a) Upper boundary - the horizontal plane of the lower surfaces of the ceiling.

(b) Lower boundary - the horizontal plane of the upper surfaces of the floor.

2. Perimetrical boundaries. The perimetrical boundaries of the apartment shall be the vertical planes of the interior surfaces of the perimetrical walls extended to an intersection with the upper and lower boundaries, and with each other.

G. Limited Common Areas. When there shall be an attached garage, patio, balcony, terrace, canopy, mechanical equipment room (and the equipment therein), stairway, or other portion of a building serving only the unit being bounded, and not within the boundaries of said unit, such shall be limited common areas and shall be reserved for the exclusive use of said unit.

H. Common Areas. The common areas include the land and all other parts of the condominium which are not within the apartment, nor are limited common areas. The common areas include parking areas, separate garage buildings, driveways, lawns and walks.

I. Garage Buildings. The separate buildings designated as garages on the condominium drawings shall be subject to the exclusive control of the unit owners association. One space in said garage buildings shall be permanently assigned by the Developer to the use of the owner of each unit which does not have an attached garage. Any garage spaces not so assigned may be permanently assigned to unit owners, for consideration or otherwise, or may be rented or leased to unit owners on such terms and conditions as the association may from time to time deem proper. Spaces in the garage buildings which may have been permanently assigned by the Developer or the association may be transferred by the assignee thereof, but only to another unit owner, and further provided, that no unit owner shall assign a garage space unless he is the assignee of more than one space, or unless he shall exchange said space for another space within the condominium premises.

IV. Appurtenances to apartments. The owner of each apartment shall own an undivided interest in the condominium property, common areas, and limited common areas which are appurtenant to his apartment, including but not limited to the following items which are appurtenant to the several apartments as indicated:

A. Common areas and common profits. An undivided share in the land and other common areas, in the common profits, and in the property and assets of the association is as set forth on Exhibit B attached hereto and made a part hereof. Said Exhibit B sets forth the apartment

number, the number of bedrooms and baths, and the undivided interest is proportionate to the fair value of said unit to the aggregate value of all the units, at the time of recording of this Declaration.

B. Association membership. The membership of each apartment owner is the Association and the interest of each apartment owner in the funds and assets held by the Association.

V. Liability for common expenses. Each apartment owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share in the common areas which is appurtenant to his apartment.

VI. Maintenance, alteration and improvement. The responsibility for the maintenance of the condominium property, and restrictions upon the alteration and improvement thereof shall be as follows:

A. Apartments

1. By the Association. The Association shall maintain, repair and replace at the Association's expense:

(a) All portions of an apartment, except interior surface, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures on the exterior thereof, boundary walls of apartments, floor and ceiling slabs, load-bearing columns and load-bearing walls.

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of an apartment maintained by the Association; and all such facilities contained within an apartment which service part or parts of the condominium other than the apartment within which contained.

(c) All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the Association.

2. By the apartment owner. The responsibility of the apartment owner shall be as follows:

(a) To maintain, repair and replace at his expense all portions of his apartment except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners.

(b) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

(c) To promptly report to the Association any defect or need for repairs the responsibility for the remedying of which is that of the Association.

(d) To maintain, repair and replace interior and exterior doors and windows, and locks, hardware, operators and glass panes incident thereto.

3. Alteration and improvement. Except as elsewhere reserved to Developer, neither an apartment owner nor the Association shall make any alterations in the portions of an apartment or apartment building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all apartments in which such work is to be done and the approval of the Board of Managers of the Association. A copy of plans for all such work prepared by an architect licensed to practice in the State of Ohio shall be filed with the Association prior to the start of the work.

B. Common Areas.

1. By the Association. The maintenance and operation of the common areas shall be the responsibility of the Association and a common expense.

2. Alteration and improvement. Except as reserved to the Developer, there shall be no substantial alteration nor further improvement of the real property constituting the common areas without prior approval in writing by the owners of not less than 75% of the common areas except as provided by the By-Laws, but any such alteration or improvement shall not interfere with the rights of any apartment owners without their consent; provided, however, that the cost of such work shall not be assessed against a unit owner, a bank, life insurance company or savings and loan association which acquired its title as the result of owning a mortgage upon the apartment owned unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any costs not so assessed shall be assessed to the other apartment owners in the shares which their shares in the common areas bear to each other. There shall be no change in the shares and rights of an apartment owner in the common areas which are altered or further improved, whether or not the apartment owner contributes to the cost thereof.

C. Limited Common Areas. It shall be the responsibility of the unit owner to maintain, repair and replace the limited common areas reserved to the exclusive use of his unit.

VII. Assessments. The making and collection of assessments against apartment owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

A. Share of common expense. Each apartment owner shall be liable for a proportionate share of the common expenses, and shall share in the common profits, such shares being the same as his undivided share in the common areas which is appurtenant to the apartment owned by him.

B. Interest, application of payments. Assessments and installments thereon paid on or before 10 days after the date when due shall not bear interest, but all sums not paid on or before 10 days after the date when due shall bear interest at the highest legal rate from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

C. Lien for assessments. The Association shall have a lien, in accordance with the Condominium Act, which lien shall also secure reasonable costs and attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, which fees and costs shall be borne by the unit owner.

D. Rental pending foreclosure. In any foreclosure of a lien for assessments the owner of the apartment subject to the lien shall be required to pay a reasonable rental for the apartment, and the Association shall be entitled to the appointment of a receiver to collect the same.

VIII. Association. The operation of the condominium shall be by the unit owners association, known as The English Oaks Condominium Association, which shall fulfill its functions pursuant to the following provisions:

A. The By-Laws of the Association shall be the By-Laws of the condominium, a copy of which is attached as Exhibit C.

B. Limitation upon liability of Association. Notwithstanding of the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to apartment owners for injury or damages, other than the cost of maintenance and any repair,

caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

C. Restraint upon assignment of shares in assets. Neither the share of a member in the funds and assets of the Association, nor his membership can be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

D. Approval or disapproval of matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

E. Membership. All unit owners shall become a member of this Association upon accepting ownership of a unit, and by such acceptance agrees to be a member and to comply with this Declaration and the By-Laws.

IX. Insurance. The insurance other than title insurance which shall be carried upon the condominium property and the property of the apartment owners shall be governed by the following provisions:

A. Authority to purchase; named insured. All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the apartment owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Association. Apartment owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

B. Coverage.

1. Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Managers of the Association. Such coverage shall afford protection against:

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to vandalism and malicious mischief.

2. Public liability in such amounts and with such coverage as shall be required by the Board of Managers of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover.

3. Workmen's Compensation policy to meet the requirements of law.

4. Such other insurance as the Board of Managers of the Association shall determine from time to time to be desirable.

C. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

D. Insurance trustee; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and apartment owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association. The Association shall receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the apartment owners and their mortgagees in the following shares:

1. Common areas. Proceeds on account of damage to common elements - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

2. Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:

(a) When the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Association.

(b) When the building is not to be restored - An undivided share for each apartment owner, such share being the same as the undivided share in the common areas appurtenant to his apartment.

3. Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the apartment owner and mortgagee pursuant to the provisions of this declaration.

E. Distribution of proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the following manner:

1. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the said proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the

beneficial owners, remittance to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

2. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the said proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

F. Association as agent. The Association is hereby irrevocably appointed agent for each apartment owner and for each owner of a mortgage or other lien upon an apartment and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

X. Reconstruction or repair after casualty.

A. Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. Common areas. If the damaged improvement is a common area, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

2. Apartment building.

(a) Lesser damage. If the damaged improvement is the apartment building, and if apartments to which 50% of the common areas are appurtenant are found by the Board of Managers of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

(b) Major damage. If the damaged improvement is the apartment building, and if apartments to which more than 50% of the common elements are appurtenant are found by the Board of Managers to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within 60 days after the casualty the owners of 75% of the common areas agree in writing to such reconstruction or repair.

B. Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Managers of the Association, and if the damaged property is an apartment building, by the owners of not less than 75% of the common areas, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

C. Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

D. Estimate of costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

E. Assessments. The amount by which an award of insurance proceeds to the Association is reduced on account of a deductible clause in an insurance policy shall be assessed against all apartment owners in

proportion to their shares in the common elements. If the proceeds of such assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to common areas shall be in proportion to the owner's share in the common areas.

F. Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association and funds collected by the Association from assessments against apartment owners, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

1. Lesser damage. If the amount of the estimated costs of reconstruction and repair is less than \$5,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Managers; provided, however, that upon request to the Association by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

2. Major damage. If the amount of the estimated costs of reconstruction and repair is more than \$5,000, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Managers of the Association and upon approval of an architect qualified to practice in Ohio and employed by the Association to supervise the work.

3. Apartment owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner shall be paid by the Association to the apartment owner, or if there is a mortgagee endorsement as to such apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

4. Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

XI. Use Restrictions. The use of the condominium property shall be in accordance with the following provisions so long as the condominium exists and the apartment buildings in useful condition exist upon the land.

A. Apartments. Each of the apartments shall be occupied only by a family, and guests, as a residence and for no other purpose. Except as reserved to Developer, no apartment may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected thereby.

B. Common areas. The common areas shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments.

C. Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common area which will increase the rate of insurance upon the condominium property.

D. Lawful use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

E. Leasing. After approval by the Association elsewhere required, entire apartments may be rented provided the occupancy is only by the lessee and his family, and guests. No rooms may be rented, no garage parking spaces may be rented except as a part of an apartment or to another apartment owner, and no transient tenants may be accommodated.

F. Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

G. Proviso. Provided, however, that until Developer has closed the sales of all the apartments of the condominium, neither the apartment owners nor the Association nor the use of the condominium property shall interfere with the completion of the sale of the apartments. Developer may make such use of the unsold units and common areas as may facilitate such sales, including but not limited to maintenance of a sales office, the showing of the property, the display of signs, and use of the parking areas.

XII. Maintenance of community interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions so long as the condominium exists and the apartment building in useful condition exists upon the land, which provisions each apartment owner covenants to observe;

A. Transfers subject to approval.

1. Sale. No apartment owner may dispose of an apartment or any interest therein by sale without approval of the Association except to an apartment owner.

2. Lease. No apartment owner may dispose of an apartment or any interest therein by lease without approval of the Association except to an apartment owner.

3. Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

4. Devise or inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

5. Other transfers. If any apartment owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

B. Approval by Association. The approval by the Association is required for the transfer or ownership of apartments and shall be obtained in the following manner:

1. Notice to Association.

(a) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser of the apartment if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(b) Lease. An apartment owner intending to make a bona fide lease of his apartment or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.

(c) Gift; devise or inheritance; other transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by another other manner not heretofore considered shall give to the Association notice of the acquiring of this title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidency the owner's title.

(d) Failure to give notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it has received the required notice on the date of such disapproval.

2. Certificate of approval.

(a) Sale. If the proposed transaction is a sale, then within 30 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association which shall be recorded in the appropriate public records at the expense of the purchaser.

(b) Lease. If the proposed transaction is a lease, then within 30 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form which shall be delivered to the lessee or may be recorded in the appropriate public records at the expense of the lessee.

(c) Gift, devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within 30 days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association which shall be recorded in the appropriate public records at the expense of the apartment owner.

3. Approval of corporate owner or purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment be also approved by the Association.

C. Disapproval by Association. If the Association shall disapprove a transfer or ownership of an apartment, the matter shall be disposed in the following manner:

1. Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within 30 days after receipt of such notice and information the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(a) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(b) The purchase price shall be paid in cash.

(c) The sale shall be closed within 30 days after the delivery or mailing of said agreement to purchaser, or within 10 days after the determination of the sale price if such is by arbitration, whichever is the later.

(d) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the appropriate public records at the expense of the purchaser.

(e) If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided which shall be recorded in the appropriate public records at the expense of the purchaser.

2. Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.

3. Gifts; devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within 30 days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment on the following terms:

(a) The sale price shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement, and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(b) The purchase price shall be paid in cash.

(c) The sale shall be closed within ten (10) days following the determination of the sale price.

(d) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the appropriate public records at the expense of the purchaser.

(e) If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided which shall be recorded in the appropriate public records at the expense of the apartment owner.

D. Mortgage. No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company or a savings and loan association, or to a vendor to secure a portion or all the purchase price. The approval of any other mortgage may be upon conditions determined by the Association or may be arbitrarily withheld.

E. Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association which acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires his title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

F. Unauthorized transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this declaration shall be void unless subsequently approved by the Association.

XIII. Compliance and default. Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, By-Laws and Regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. Failure of an apartment owner to comply therewith shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act.

A. Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements.

B. Costs and attorney's fees. In any proceeding arising because of an alleged failure of an apartment owner or the Association to comply with the terms of the Declaration, the By-Laws or the regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

C. No waiver of rights. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the By-Laws or the Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

XIV. Amendments. Except as elsewhere provided otherwise, this Declaration of Condominium and/or the By-Laws shall be amended in the following manner:

A. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution, for the adoption of a proposed amendment may be proposed by either the Board of Managers of the Association or by the members of the Association. Managers and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by

1. not less than 75% of the entire membership of the Board of Managers and by not less than 75% of the votes of the entire membership of the Association; or

2. until the first election of Managers, only by all the Managers, provided the amendment does not increase the number of apartments nor alter the boundaries of the common areas.

C. Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent; and no amendment shall change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the apartment concerned and all record owners of mortgages thereon shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Reconstruction or repair after casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

D. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the appropriate public records.

XV. Termination. The condominium may be terminated in the following manner provided by the Condominium Act.

A. Destruction. In the event it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

B. Agreement. The condominium may be terminated at any time by the approval in writing of all the owners of apartments therein, and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than 75% of the common areas, and of the record owners of all mortgages upon the apartments, are obtained in writing not later than 30 days from the date of such meeting, then the approving owners shall have an option to buy all the apartments of the other owners for the period ending on the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. Such option shall be upon the following terms:

1. Exercise of option. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the apartments to be purchased of an agreement to purchase signed by the record owners of the apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall agree to purchase all the apartments owned by owners not approving the termination, but the agreement shall affect a separate contract between each seller and his purchaser.

2. Price. The sale price for each apartment shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement, and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by purchaser.

3. Payment. The purchase price shall be paid in cash.

4. Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

C. Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts affecting the termination, which certificate shall become effective upon being recorded in the appropriate public records.

D. Shares of owners after termination. After termination of the condominium the apartment owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the apartment owners. Such undivided shares in the common elements appurtenant to the owners' apartments prior to the termination.

E. Amendment. This section concerning termination cannot be amended without consent of all apartment owners and of all record owners of mortgages upon the apartments.

XVI. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provisions of this Declaration of Condominium By-Laws and Regulations of the Association shall not affect the validity of the remaining portions thereof.

XVII. Option to Purchase Unit. In addition to the foregoing, and to further insure that the condominium may continue to function as a congenial and compatible group of persons and neighbors, for the purpose of making the condominium their home, the Association shall have the option, and the authority to exercise same, and to assess as a common expense the funds required therefor, to purchase any unit in the condominium upon the following terms and conditions:

1. Should the Board of Managers determine it to be desirable, in order to better serve the purpose of the condominium, to purchase any unit or units therein, it shall have the option to do so at any time during the duration of this condominium.

2. After a determination by the Board of Managers for whatever reason or cause deemed sufficient in its sole discretion, the option hereunder shall arise and be exercised, but only upon the approval of 85% of the members of the Association at a meeting called for said purpose.

3. The purchase price shall be as agreed by the Association and the unit owner, or in the absence of agreement, the price shall be the unit's fair market value at the date of exercise of the option. The fair market value shall be determined in accordance with the procedures and practices of the American Arbitration Society.

4. The purchase price shall be paid in cash, deducting therefrom only the amount if any, unpaid assessment, mortgages, or other encumbrances or liens on the unit which are not discharged or assumed at the closing of the transaction.

5. All expenses incident to the exercise of the option, including closing costs, transfer fees and costs of arbitration, if any, shall be paid by the Association.

XIX. Pets. Pets shall be permitted upon and about the condominium premises, but the presence of pets shall be by license only granted by the Association. Should the Association at any time deem that a pet or pets are undesirable or a nuisance to unit owners, or in any manner detrimental to the continued use and enjoyment of other unit owners of the condominium premises, the Association may revoke said license and thereupon the unit owner who owns the subject pet shall forthwith remove it from the condominium property.

XX. Agent for Process. The name and address of the person to receive service of process for the unit owners association, which address is said person's residence or place of business within the county in which this condominium is located, is:

J. Terence Burke  
Georgetown Condominiums  
1266 Culpepper Drive  
Akron, Ohio 44313

XXI. Managing Agent. The Association shall have the authority to engage the services of a Manager or Managing Agent, upon such terms and conditions as the Association may deem proper.

IN WITNESS WHEREOF, the undersigned owner of the herein described premises has caused this instrument to be executed by its duly authorized officers the day and year first above written.

In the presence of:

Rita L. Harbottle  
John S. Holmen

TRINITY CORPORATION

by Thomas C. Hurd  
and John A. Mikolay

STATE OF OHIO SS:  
COUNTY OF Cuyahoga

Before me, a notary public, in and for said county and state, personally appeared

THOMAS C. HURD, PRESIDENT, and  
JOHN A. MIKOLAY, SECRETARY-TREASURER, of

the above named TRINITY CORPORATION, a corporation, who represented that they are duly authorized in the premises, and who acknowledged that they did sign the foregoing instrument and that same is their free act and deed as such officers, and is the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal at Cleveland, Ohio, this 10th day of June, 1972.

J. Terence Burke  
Notary Public

J. TERENCE BURKE, Attorney  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date.  
Revised 1-1-68 N.S.

EXHIBIT A TO THE  
DECLARATION OF CONDOMINIUM  
OF  
THE ENGLISH OAKS CONDOMINIUM  
consisting of 1 page(s)

EXHIBIT A

Situated in the City of Akron, County of Summit and State of Ohio and known as being part of Block "B" in Twin Oaks Reallotment No. 2 as recorded in Plat Book 64, page 15 of the Summit County Records, and more fully described as follows:

Beginning at the northwesterly corner of Block "B"; thence southerly along the easterly line of Menlo Park Drive, a distance of 110 feet to the place of beginning; thence South  $88^{\circ} 42'$  East a distance of 239.62 feet to a point; thence South  $82^{\circ} 36' 18''$  East a distance of 120.00 feet to a point; thence South  $01^{\circ} 18'$  ~~East~~<sup>?</sup> ~~West~~ parallel to the easterly line of Menlo Park Drive a distance of 135.75 feet to a point in Block "B"; thence South  $88^{\circ} 42'$  East a distance of 170.00 feet; thence South  $01^{\circ} 18'$  ~~East~~<sup>?</sup> ~~West~~ parallel to the easterly line of Menlo Park Drive a distance of 120.00 feet to a point; thence North  $88^{\circ} 42'$  West a distance of 170.00 feet to a point; thence South  $01^{\circ} 18'$  ~~East~~<sup>?</sup> ~~West~~ parallel to the easterly line of Menlo Park Drive a distance of 200.00 feet to a point; thence North  $88^{\circ} 42'$  West a distance of 358.87 feet to a point; thence North  $57^{\circ} 11'$  West a distance of 34.48 feet to a point on the easterly line of Menlo Park Drive; thence along the circular curve of the easterly line of Menlo Park Drive to the left, having a tangent of 70.63 feet, a radius of 325.00 feet, and a chord of 138.04 feet, a distance of 139.10 feet to a point on the easterly line of Menlo Park Drive; thence along the easterly line of Menlo Park Drive ~~X~~<sup>N  $1^{\circ} 18'$  E.</sup> a distance of 315.58 feet to the place of beginning, and containing 4.3276 acres of land more or less but subject to all legal highways.

EXHIBIT B TO THE  
DECLARATION OF CONDOMINIUM  
OF  
THE ENGLISH OAKS CONDOMINIUM  
consisting of \_\_\_\_\_ page(s)

EXHIBIT B TO DECLARATION OF CONDOMINIUM  
OF THE ENGLISH OAKS CONDOMINIUMS

<u>Unit Number</u>	<u>Bedrooms/Bath</u>	<u>Undivided Interest In Common Areas</u>
1252 Heather Lane, 101	2 BR - 1½ Baths	.02471
1252 " " 201	" "	.02471
1256 " " 202	2 BR - Den - 2 Baths	.02967
1256 " " 102	" " "	.02967
80 Devon Lane, 101	2 BR - 1½ Baths	.02207
80 " " 102	" "	.02215
80 " " 103	" "	.02207
80 " " 104	" "	.02174
80 " " 201	" "	.02207
80 " " 202	" "	.02248
80 " " 203	" "	.02207
80 " " 204	" "	.02174
90 " " 101	" "	.02174
90 " " 102	" "	.02207
90 " " 103	" "	.02215
90 " " 104	" "	.02207
90 " " 201	" "	.02174
90 " " 202	" "	.02207
90 " " 203	" "	.02248
90 " " 204	" "	.02207
58 Yardley Lane	" "	.02455
59 Yardley Lane	" "	.02372
62 " "	" "	.02364
63 " "	" "	.02339
66 " "	" "	.02364
67 " "	" "	.02414
70 " "	" "	.02447
79 " "	" "	.02447
82 " "	" "	.02447
83 " "	" "	.02364
86 " "	" "	.02364
87 " "	" "	.02364
90 " "	" "	.02389
91 " "	" "	.02455
1255 Ashford Lane	" "	.02438
71 Yardley Lane	3 BR - 2½ Baths	.02885
74 " "	" "	.02852
75 " "	" "	.02885
78 " "	" "	.02852
1251 Ashford Lane	" "	.03464
1259 " "	" "	.02885

EXHIBIT C TO THE  
DECLARATION OF CONDOMINIUM  
OF  
THE ENGLISH OAKS CONDOMINIUM  
consisting of 14 page (s)

BY-LAWS  
OF  
THE ENGLISH OAKS CONDOMINIUM  
ASSOCIATION

I. Identity. These are the By-Laws of The English Oaks Condominium Association, which is the unit owners association of The English Oaks Condominium, established by the Declaration thereof, in accordance with Chapter 5311, Ohio Revised Code (hereinafter referred to as the Condominium Act).

II. Purposes and Objects. The purposes and objects of the association shall be to administer the operation and management of a Condominium apartment project established in accordance with the Condominium Act of the State of Ohio upon property situated in Akron, Ohio, and to undertake the performance of the acts and duties incident to the administration of the operation and management of said Condominium in accordance with the terms, provisions, conditions and authorizations contained in these By-Laws and which are contained in the formal Declaration of Condominium, and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said Condominium. The Association shall be conducted as a non-profit organization for the benefit of its members.

III. The Association shall have the following powers:

1. This Association shall have all the powers granted to a unit owner's association by Chapter 5311, Ohio Revised Code.

2. The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association, including but not limited to the following;

(a) To make and establish reasonable rules and regulations governing the use of the Units, Common Areas and Limited Common Areas as said terms may be defined in said Declaration of Condominium,

(b) To levy and collect assessments against members of the Association to defray the common expenses of the Condominium as may be provided in said Declaration of Condominium and in the By-Laws of this Association.

To levy and collect assessments for the purpose of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including Units in the Condominium which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in said Declaration of Condominium.

(c) To lease or purchase the property submitted to, or to be submitted to, Condominium ownership and to construct or contract for the construction of a building or buildings thereon, and in connection therewith to arrange and contract for construction and permanent mortgage financing, executing and delivering such notes, bonds, mortgages and other papers, documents and contracts as may be required.

(d) To maintain, repair, replace, operate and manage the Condominium and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of the Condominium property.

(e) To contract the management of the Condominium and to delegate to the party contracted with, all of the powers and duties of the Association except those which may be required by the Declaration of Condominium to have approval of the Board of Managers or Membership of the Association.

(f) To enforce the provisions of said Declaration of Condominium, these By-Laws of which may be hereafter amended, and the rules and regulations governing the use of said Condominium as same may be hereafter established.

(g) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration of Condominium aforementioned.

IV. Membership. All owners of units in the Condominium shall become Members of this Association upon acquiring ownership of a unit or units. Membership may not be renounced or revoked by a Member except by divesting himself of ownership of all units within the Condominium.

1. Each Member's interest in the funds and assets of the Association shall be the same interest he may have in the ownership of Common Areas of the Condominium.

2. No other persons shall be Members of the Association.

3. On all matters on which the Membership shall be entitled to vote, the Member shall have the same percentage of the total voting power of all the Members as is his percentage ownership of the Common Areas.

4. Such votes may be cast in person or by proxy by the unit owners at any duly called meeting of the Membership by the unit owners. If there is more than one owner of a unit, then such owners shall agree among themselves how the vote shall be cast. In the absence of agreement, the vote of said unit shall be void.

V. Duration. This Association shall continue to exist so long as the Condominium shall exist.

VI. The affairs of the Association shall be managed by the President of the Association assisted by the Vice-Presidents, Secretary and Treasurer and, if any, the Assistant Secretaries, and Assistant Treasurers, subject to the directions of the Board of Managers. The Board of Managers, or the President, with the approval of the Board of Managers, may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Condominium, and the affairs of the Association, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Association or a Manager or Officer of the Association, as the case may be.

VII. The number of Members of the first Board of Managers of the Association shall be three (3). The number of Members of succeeding Board of Managers and the manner and method of their election shall be as provided herein:

1. The Members of the first Board of Managers shall be:
  - a. John Wold
  - b. Kay Renier
  - c. Roy Linson

VIII. The Board of Managers shall elect a President, Secretary and Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Managers shall determine. The President shall be elected from among the membership of the Board of Managers, but no other officer need be a Manager. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice-President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

IX. Every Manager and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Manager or officer of the Association, whether or not he is a Manager or officer at the time such expenses are incurred, except in such cases wherein the Manager or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Manager or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Managers approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Manager or officer may be entitled.

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

XI. Members' Meetings

A. The annual members' meeting shall be held at the Condominium at three o'clock P.M., Eastern Standard Time, on the third Friday in February of each year for the purpose of electing Members of the Board of Managers and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day which is not a holiday.

B. Special members' meeting shall be held whenever called by the President or Vice President or by a majority of the Board of Managers, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

C. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

D. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration of Condominium or these By-Laws.

E. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be in writing and is valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof.

F. Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

G. The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

1. Election of chairman of the meeting;
2. Calling of the roll and certifying of proxies;
3. Proof of notice of meeting or waiver or notice;
4. Reading and disposal of any unapproved minutes;
5. Reports of officers;
6. Reports of committees;
7. Election of inspectors of election;
8. Election of Managers;
9. Unfinished business;
10. New business; and
11. Adjournment.

## XII. Board of Managers

A. Membership. The affairs of the Association shall be managed by a board of not less than three nor more than 21 Managers, the exact number to be determined at the time of election.

B. Election of Managers. Shall be conducted in the following manner:

1. Election of Managers shall be held at the annual members' meeting.
2. A nominating committee of five (5) members shall be appointed by the Board of Managers not less than thirty (30) days prior to the annual members' meeting. Nominations for additional Managers created at the meeting shall be made from the floor, and other nominations may be made from the floor.

3. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

4. Except as to vacancies provided by removal of Managers by members, vacancies in the Board of Managers occurring between annual meetings of members shall be filled by the remaining Managers.

5. Any Manager may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Managers so created shall be filled by the members of the Association at the same meeting.

6. Provided, however, that until the Developer of the Condominium has closed the sales of 80% of the apartments of the Condominium, or until June 9, 1975, or until Developer elects to terminate its control of the Condominium, whichever shall first occur, the first Managers of the Association shall serve, and in the event of vacancies, the remaining Managers shall fill the vacancies, and if there are no remaining Managers, the vacancies shall be filled by the Developer.

C. The term of each Manager's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

D. The organization meeting of a newly-elected Board of Managers shall be held within ten(10) days of their election at such place and time as shall be fixed by the Managers at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

E. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the Managers. Notice of regular meetings shall be given to each Manager, personally or by mail, telephone or telegraph at least three days prior to the day named for such meeting.

F. Special meetings of the Managers may be called by the President and must be called by the Secretary at the written request of one-third of the Managers. Not less than three days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

G. Waiver of notice. Any Manager may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

H. A Quorum at Managers' meetings shall consist of a majority of the entire Board of Managers. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Managers, except where approval by a greater number of Managers is required by the Declaration of Condominium, or these By-Laws.

I. Adjourned meetings. If at any meeting of the Board of Managers there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

J. Joinder in meeting by approval of minutes. The joinder of a Manager in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Manager for the purpose of determining a quorum.

K. The presiding officer of Managers' meetings shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the Managers present shall designate one of their number to preside.

L. The order of business at Managers' meetings shall be:

1. Calling of roll;
2. Proof of due notice of meeting;
3. Reading and disposal of any unapproved minutes;
4. Reports of officers and committees;
5. Election of officers;
6. Unfinished business;
7. New business; and
8. Adjournment.

M. Managers' fees, if any, shall be determined by the members.

XIII. Powers and Duties of the Board of Managers. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Managers; its agents, contractors or employees, and shall include but not be limited to the following:

A. To make and collect assessments against members to defray the costs of the Condominium;

B. To use the proceeds of assessments in the exercise of its powers and duties;

C. The maintenance, repair, replacement and operation of the Condominium property;

D. The reconstruction of improvements after casualty and the further improvement of the property;

E. To make and amend regulations respecting the use of the property in the Condominium;

F. To approve or disapprove proposed purchasers, lessees and mortgagees of apartments in the manner provided by the Condominium Documents;

G. To enforce by legal means the provisions of the Condominium Documents, the By-Laws of the Association, and the regulations for the use of the property in the Condominium;

H. To contract for management of the Condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Condominium Documents to have the approval of the Board of Managers or the membership of the

Association;

I. To pay taxes and assessments which are liens against any part of the Condominium other than individual apartments and the appurtenances thereto, and to assess the same against the apartment subject to such liens;

J. To carry insurance for the protection of apartment owners and the Association against casualty and liabilities;

K. To pay the cost of all power, water, sewer and other utility services rendered to the Condominium and not billed to owners of individual apartments; and

L. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

XIV. Officers.

A. The executive officers of the Association shall be a President, who shall be a Manager, a Vice-President, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Managers and who may be peremptorily removed by vote of the Managers at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Managers shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. The President shall be the chief executive officer of the Association. He shall have all of the 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 members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

C. The Vice-President shall in the absence or disability of the President exercise the powers and perform the duties of the President.

He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Managers.

D. The Secretary shall keep the minutes of all proceedings of the Managers and the members. He shall attend to the giving and serving of all notices to the members and Managers and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Managers or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

E. The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

F. The compensation of all officers and employees of the Association shall be fixed by the Managers. The provision that Managers' fees shall be determined by the members shall not preclude the Board of Managers from employing a Managers as an employee of the Association nor preclude the contracting with a Manager for the management of the Condominium.

XV. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

A. Accounts. The funds and expenditures of the Association may be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

1. Current expense, which shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to betterments. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

2. Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

3. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

4. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the Common Areas.

B. Budget. The Board of Managers shall adopt a budget for each calendar year which shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

1. Current expense, the amount for which shall not exceed 105% of the budget for this account for the prior year.
2. Reserve for deferred maintenance, the amount for which shall not exceed 105% of the budget for this account for the prior year.
3. Reserve for replacement, the amount for which shall not exceed 105% of the budget for this account for the prior year.
4. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the Common Areas, provided, however, that in the expenditure of this fund no sum shall be expended without approval of the members of the Association as provided in the Declaration.
5. Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by apartment owners entitled to cast not less than 75% of the votes of the entire membership of the Association.
6. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.

C. Assessments. Assessments against the apartment owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in equal monthly installments on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Managers if the accounts of the amended budget do not exceed the limitations thereon for that year. Any account which does exceed such limitation shall be subject to the approval of the membership of the Association heretofore required.

D. Acceleration of assessment installments upon default. If an apartment owner shall be in default in the payment of an installment upon an assessment, the Board of Managers may accelerate the remaining installments of the assessment upon notice thereof to the apartment owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the apartment owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

E. Assessments for emergencies. Assessments for common expenses of emergencies which cannot be paid from the annual assessments for common expenses shall be made only after notice of the need therefor to the apartment owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the apartment owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days' notice thereof in such manner as the Board of Managers of the Association may require in the notice of assessment.

F. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Managers and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the Managers.

G. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.

H. Fidelity bonds shall be required by the Board of Managers from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Managers. The premiums on such bonds shall be paid by the Association.

XVI. Parliamentary Rules. Robert's Rule of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, or these By-Laws.

XVII. Incorporation. This Association may be hereafter incorporated under the laws of the State of Ohio, or any other State, at the election of the Developer, the Trinity Corporation. Upon the filing of Articles of Incorporation, executed by the officers of this Association, in conformity with these By-Laws and the Declaration of the Condominium, the resulting corporation shall succeed to all the right, title and interest of this Association, and shall be for all purposes the unit owners association.

Transferred, _____	Not Necessary
Received _____	June -9, 1972 at 3:26 P.M.
Recorded _____	June 19, 1972
Recorder's fee \$ 241.30	Roy R. Ruff Recorder