

**EXHIBIT A**

**AMENDED AND RESTATED**

**BYLAWS**

**OF**

**MARINERS POINT CONDOMINIUM  
ASSOCIATION**

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OF  
MARINERS POINT CONDOMINIUM ASSOCIATION

ARTICLE I  
THE ASSOCIATION

1. **Name and Nature of Association.** The Association shall be an Ohio corporation not for profit and shall be called Mariners Point Condominium Association.

2. **Membership.** Every person or entity who is a record Unit Owner of a Unit which is subject to assessment by the Association, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association. Ownership of such Unit shall be the sole qualification for membership. Such membership shall terminate upon the sale or other disposition by such Unit Owner of his Ownership Interest, at which time the new Unit Owner shall automatically become a member of the Association.

3. **Voting Rights.** Each member owning the entire Ownership Interest in a Unit shall be entitled to exercise the percentage of the total voting power of the Association which is equivalent to the percentage of interest of such member's Unit in the Common Elements. If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in the Ownership Interest in a Unit, each shall be entitled to exercise such proportion of the voting power for such Unit as shall be equivalent to such person's proportionate interest in the Ownership Interest of such Unit.

4. **Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Ownership Interest. The person appointed as proxy need not be a member of the Association.

**5. Meeting of Members.**

**A. Annual Meeting.** The annual meeting of members of the Association shall be held at a place designated by the Board and specified in the notice of such meeting at 8:00 o'clock P.M., or at such other time as may be designated by the Board and specified in the notice of the meeting. The location of such meeting shall be on the Condominium Property if there is a Building available to accommodate such meeting or at a place within a five mile radius of the Condominium Property. The annual meeting of members of the Association shall be held on the first Tuesday of July of each year. The Declarant shall call and designate the location of the first meeting to be attended by members other than Declarant no later than 30 days after the time that Condominium Ownership Interests, equaling 25% of the undivided interests in the Common Elements, have been sold and conveyed by the Declarant; provided however, that the percentage interest shall be computed by comparing the number of Units sold and conveyed to the maximum number of Units that may be created in accordance with Article XV of the Declaration.

**B. Special Meeting.** Special meetings of the members shall be called upon the written request of the President of the Association, the Board by action at a meeting, or of members entitled to exercise at least 25% of the voting power. Calls for such meetings shall specify the time, place, and purpose thereof. No business other than that specified in the call shall be considered at any special meeting.

**C. Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least seven days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Said notice may also be personally served upon the members. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. The attendance of any member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting.

D. **Quorum.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, a majority of the voting power of the Association shall constitute a quorum for an action except as otherwise provided in the Articles of Incorporation, the Declaration or the Bylaws. If, however, such quorum shall not be present or represented at any meeting, a majority of the voting power thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

E. **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) Proof of notice of meeting or waiver of notice;
- (3) Reading of minutes of preceding meeting;
- (4) Reports of officers;
- (5) Reports of committees;
- (6) Election of inspectors of election;
- (7) Election of members of Board;
- (8) Unfinished and/or old business;
- (9) New Business;
- (10) Adjournment.

6. **Actions Without a Meeting.** All actions, of the Board or Association, which may be taken at a meeting of the Association or Board, may be taken without a meeting with the unanimous approval of, and in a writing or writings signed by all members of the Association or Board, as the case may be. Such writings shall be filed with the Secretary of the Association.

## ARTICLE II BOARD OF DIRECTORS

1. **Number and Qualifications.** The affairs of this Association shall be managed by a Board of not less than three Directors, each of whom must be a Unit Owner or the spouse of a Unit Owner. That notwithstanding, no one Unit may be represented by more than one person on the Board at any one time.

2. **Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. At the first meeting of the Association for Unit Owners other than the Declarant, all nominations shall be made from the floor. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or nonmembers.

3. **Election.** At the first meeting the members shall elect one Director for a term of one year, one Director for a term of two years and one Director for a term of three years; and at each annual meeting thereafter the members shall elect one Director for a term of three years. Election to the Board of Directors shall be by secret, written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Notwithstanding the above, at the first meeting of the members where members other than Declarant are present and not later than the time 25% of the undivided interest in the Common Elements is sold and conveyed by Declarant (computed as set forth in Article I, Section 5(A) hereof) the Unit Owners, other than Declarant, shall elect 25% of the members of the Board of Directors; not later than such time as condominium Ownership Interests to which 50% of the undivided interest appreciation has been sold and conveyed by Declarant (computed as set forth in Article I, Section 5(A) hereof), the Unit Owners, other than Declarant, shall elect 33 1/3% of the members of the Board of Directors. If such meetings should be other than a regular annual meeting, then the newly elected Director by the members shall be considered elected for the three-year term, and the Director serving the one year term shall be considered to have completed his term and the other Directors shall be serving the two-year and one-year term respectively.

4. **Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the voting power of the Association. In the event of death, resignation, or removal of a Director, his successor shall be selected

by the remaining members of the Board and shall serve for the unexpired term of his predecessor, even though less than a majority of its authorized members or Board members are in office.

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

6. **Regular Meeting.** Regular meetings of the Board may be held at such times and places as shall be determined by a majority of the Board, but at least four such meetings shall be held during each fiscal year. Any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to every other Board member.

7. **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two Directors, after not less than two days' notice to each Director.

8. **Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

9. **Powers and Duties of the Board of Directors.**

A. **Powers.** The Board of Directors shall have the power to:

i. adopt and publish Rules and regulations governing the use of the Common Elements, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

ii. exercise for the Association all powers, duties and authority vested or delegated to this Association and not reserved to

the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

iii. declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from 3 consecutive regular meetings of the Board of Directors;

iv. employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties; and

v. to do such things permitted by law and exercise all power and authority within the purposes stated in these Bylaws or the Declaration or incident thereto.

vi. In addition to all other powers enumerated herein, the Board may exercise all powers of the Association, including the power to do the following:

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

(b) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;

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

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

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

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

vii. borrow money, assign, without limitation, the Association's right to future income, including the right to receive Common Assessment and insurance proceeds, as collateral for any monies borrowed, assign the Association's lien rights, and issue, sell, and/or pledge notes, bonds, and/or other evidences of indebtedness of the Association and execute related documents, provided that any such borrowing shall be limited to the purpose of acquiring funds to be used for the insurance, maintenance, repair, and/or replacement of the Condominium Property, and/or for such capital additions or improvements as may be approved by the Unit Owners in accordance with these Bylaws.

B. Duties. It shall be the duty of the Board of Directors to:

i. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members or at any special meeting, when such statement is requested in writing by 1/4<sup>th</sup> of the voting power of the members who are entitled to vote;

ii. supervise all officers, agents and employees of this Association, and to see that their duties are properly performed,

iii. as more fully provided herein, and in the Declaration, to:

(a) fix the amount of the annual assessment against each Unit; and

(b) send written notice of each assessment to every Unit Owner subject thereto at least 15 days in advance of each annual assessment period;



iv. 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; a reasonable charge may be made by the Board for the issuance of these certificates; if a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

v. procure and maintain adequate liability and hazard insurance on all of the Common Elements;

vi. cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

vii. cause the Common Elements to be maintained; and

viii. cause the exterior of all Buildings to be maintained.

10. **Compensation.** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

11. **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.

### ARTICLE III OFFICERS AND THEIR DUTIES

1. **Enumeration of Officers.** The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

2. **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following such annual meeting of the members.

3. **Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

4. **Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

5. **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. **Vacancies.** A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

7. **Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any other office except in the case of special officers created pursuant to Section 4 of this Article.

8. **Duties.** The duties of the officers are as follows:

A. **President.** The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

B. **Vice President.** The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

C. **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

D. **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the members.

9. **Delegation to Authority and Duties.** The Board is authorized to delegate the authority and duties of any officer to any other officer or professional management company and generally to control the action of the officers, and to require the performance of duties in addition to those mentioned herein.

#### ARTICLE IV COMMITTEES

1. **Architectural Control Committee.** The Board of Directors may appoint an Architectural Control Committee and a Nominating Committee, as provided by these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes, such as a Maintenance Committee to advise the Directors on matters pertaining to the maintenance, repair or improvement of the Condominium Property.

2. **Of the Whole.** It shall be the duty of the Board of Directors 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 Director, officer, or Committee of the Association as is further concerned with the matter presented.

**ARTICLE V  
GENERAL POWERS OF THE ASSOCIATION**

1. **Common Expenses.** The Association, for the benefit of all the Unit Owners, shall pay all Common Expenses arising with respect to, or in connection with, the Condominium Property, including, without limitation the following:

A. **Utility Service for Common Elements.** The cost of water, waste removal, electricity, telephone, heat, power or any other utility service for the Common Elements excluding the Limited Common Elements. Upon determination by the Board that any Unit Owner is using excessive amounts of any utility services which are Common Expenses, the Association shall have the right to levy special assessments against such Unit Owner to reimburse the Association for the expense incurred as a result of such excessive use.

B. **Casualty Insurance.** The premium upon a policy or policies of Casualty Insurance insuring the Common Elements, 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 Premium upon policy or policies insuring the Association, the members of the Board, the Unit Owners and the Occupants against liability for personal injury, disease, illness or death or for injury to or destruction of property occurring upon, in or about, or arising from or relating to the Common Elements, as provided in the Declaration, the limits of which policy shall be reviewed annually.

D. **Workmen's Compensation.** Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

E. **Wages and Fees for Service.** The wages and/or 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 and 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 Elements.** The cost of landscaping, gardening, snow removal painting, cleaning, maintaining, decorating, repairing and replacing of the Common Elements, excluding the Limited Common Elements.

**G. Additional Expenses.** The cost of any materials, supplies, furniture, labor, services, maintenance, repairs, replacements, structural alterations and insurance, which the Association is required to secure or pay for pursuant to the terms of the Declaration and these Bylaws or by law of which the Association deems necessary or proper for the maintenance and operation of the Condominium Property as a first class Condominium project or for the enforcement of the Declaration and these Bylaws.

**H. Discharge of Mechanic's Liens.** Any amount necessary to discharge any mechanic's lien or other encumbrance which may in the opinion of the Association constitute a lien against the Condominium Property or against the Common Elements, rather than merely against the interests therein of such Unit Owner responsible for the existence of such lien or encumbrances provided, however, that the Association shall levy a special assessment against such Unit Owner to recover the amount expended in discharging such lien or encumbrances.

**I. Certain Maintenance of Units.** The costs of the maintenance and repair of the Limited Common Elements and of any Unit, if such maintenance or repair is necessary, in the discretion of the Association, to prevent damage to or destruction of any part of the Common Elements, or any other Unit, and the Unit Owner having the exclusive right to use such Limited Common Elements or owning such Unit requiring such maintenance or repair shall have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said Unit Owner; provided, however, that the Association shall levy a special assessment against such Unit Owner to recover the amount expended for such maintenance or repair.

2. **Association's Right to Enter Units.** The Association or its agents may enter any Unit or portion of the Limited Common Elements when necessary in connection with any maintenance, repair or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Association. The Association reserves the right to retain a pass key to each Unit and no locks or other devices shall be placed on the doors to the Units to obstruct entry through the use of such pass key, except for inside bolt type locks. In the event of any emergency originating in or threatening any Unit at a time when required alterations or repairs are scheduled, the managing agent or his or any other person designated by the Board may immediately, whether the Unit Owner is present or not.

3. **Capital Additions and Improvements.** Whenever in the judgment of the Board the Common Elements shall require additions, alterations or improvements (as opposed to maintenance, repair and replacement) costing in excess of \$10,000.00 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, or improvements costing \$10,000.00 or less may be made by the Board without approval of the Unit Owners, and the cost thereof shall constitute a Common Expense.

4. **Rules and Regulations.** The Association, by vote of the members entitled to exercise a majority of the voting power of the Association, or the Board, may adopt such reasonable Rules and from time to time amend the same as it or they may deem advisable for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the Unit Owners and Occupants and the Condominium Property shall at all times be maintained subject to such Rules. In the event such Rules shall conflict with any provisions of the Declaration or of these Bylaws, the provisions of the Declaration and or these Bylaws shall govern.

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

**ARTICLE VI  
FINANCES OF ASSOCIATION**

1. **Preparation of Estimated Budget.** Each year on or before December 1st, the Association shall estimate the total amount necessary to pay all the Common Expenses for the next calendar year together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each Unit Owner, in writing, as to the amount of such estimate, with reasonable itemization thereof. The "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Unit Owner shall be obligated to pay to the Association as it may direct 1/12<sup>th</sup> of the Assessment made pursuant to this section. On or before the date of each annual meeting, the Association shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provides, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Unit Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six months after rendering the accounting. In the alternative, if the Association has collected a Common Surplus at the end of any fiscal year, the Board may determine that such amount will be applied toward reserves.

2. **Replacements.** The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If said estimated cash requirement proves to be inadequate for any reason, expenditures shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements. The Association shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall be payable with the next regular monthly payment becoming due to the Association not less than

10 days after the delivery or mailing of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount.

3. **Budget for First Year.** When the first Board elected hereunder takes office, the Association shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing 30 days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against and paid by the Unit Owners during said period as provided in Section 1 of this Article VI.

4. **Failure to Prepare Annual Budget.** The failure or delay of the Association to prepare or deliver to the Unit Owner the annual or adjusted estimate shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the existing monthly rates established for the previous period until the monthly maintenance payment which is due more than 10 days after such new annual or adjusted estimate shall have been mailed or delivered.

5. **Books and Records of Association.** The Association shall keep full and correct books of account as required by §5311.09(A) of the Ohio Revised Code, as well as the Declaration of Condominium, these Bylaws and other Rules concerning the Condominium and the same shall be open for inspection by any Unit Owner or his representative duly authorized, in writing, as such reasonable time or times during normal business hours as may be required by such Unit Owner. Upon 10 days' notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner. At such time as elected members of the Board take control, the Declarant shall deliver to the officers correct and complete books and records of account containing the information which must be maintained by the Association.

6. **Status of Funds Collection by Association.** All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Unit Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use,



benefit and account of all of the Unit Owners in proportion to each Unit Owner's percentage of ownership in the Common Elements.

7. **Annual Audit.** The books of the Association shall be audited once a year by the Board and such audit shall be completed prior to each annual meeting. If requested by two members of the Board, such audit shall be by a certified Public Accountant. In addition and at any time requested by ten or more Unit Owners or by the Association, the Board shall cause an additional audit to be made.

8. **Security Deposit from Certain Unit Owners.** If in the judgment of the Board the equity of the persons owning the Ownership Interest in any Unit at any time is not sufficient to assure payment (whether by foreclosure of the lien in favor of the Association, or otherwise), of all assessments, charges or otherwise which may be levied by the Association, then whether or not such Unit Owner shall be delinquent in the payment of such levies, the Association shall have the right to require such Unit Owner to pay to the Association a security deposit in an amount which the Board deems necessary for such purposes, provided, however, that such security deposit shall in no event exceed an amount which is in excess of six months assessment. In the event that any Unit Owner shall fail to pay any assessment, charges or other sums which may be due hereunder or shall otherwise violate any covenants, terms, and conditions of the Declaration or of these Bylaws, the Association shall have the right, but not the obligation, to apply such security deposit in reductions of its alleged damages resulting from such failure or violation, which right shall be in addition to all other remedies provided for in the Declaration or these Bylaws. Upon any sale by such Unit Owner of his Unit, or at such time as such Unit Owner's equity in his Unit is sufficiently great to dispense with the necessity of such security deposit, any unapplied balance of said security deposit remaining to the credit of said Unit Owner shall be refunded, provided that such Unit Owner shall not be in default under any of his obligations under the Declaration or these Bylaws. The Association shall have the right to maintain all security deposits held by it as aforesaid in a single bank account and shall not be required to credit interest thereon to any Unit Owner; such interest, if any, to be paid to and retained by the Association. Said security deposit shall at all times be subject and subordinate to the lien in favor of the Association as described in the Declaration and rights thereof shall inure to the benefit of the lienor.

**ARTICLE VII  
GENERAL PROVISIONS**

1. **Conflict of Interest.** A Director or officer of the Association shall not be disqualified by his office from dealing or contracting with the Association as a vendor, purchaser, employee, agent, or otherwise. No transaction or contract or act of the Association shall be void or voidable or in any way affected or invalidated by reason of the fact that any Director or officer of any firm of which any Director or officer is a member or any corporation of which any officer or Director is a member or any corporation of which any Director or officer is a shareholder or director, or trustee, or any trust of which any Director or officer of the Association is a trustee or beneficiary, is in any way interested in such transaction or contract or act. No Director or officer shall be accountable or responsible to the Association for or in respect to any transaction or contract or act of the Association or for any gains or profits directly or indirectly realized by him by reason of the fact that he or any firm of which he is a member or any corporation of which he is a shareholder or director or is interested in such transaction or contract or act, provided the fact that such Director or officer of such firm or such corporation or such trust is so interested shall have been disclosed or shall have been known to the Board of Directors or such members thereof as shall be present at any meeting of the Board of Directors at which action upon such contract or transaction or act shall have been taken. Any Director may be counted in determining the existence of a quorum at any meeting of the Board of Directors which shall authorize or take action in respect to any such contract or transaction or act, and may vote thereat to authorize, ratify, or approve any such contract or transaction or act, and any officer of the Association may take any action within the scope of his authority respecting such contract or transaction or act, with like force and effect as if he or any firm of which he is a member, or any corporation of which he is a shareholder, director, or trustee, or any trust of which he is a trustee or beneficiary were not interested in such transaction or contract or act. Without limiting or qualifying the foregoing if in any judicial or other inquiry, suit, cause or proceedings, the question of whether a Director or officer of the Association has acted in good faith is material, and notwithstanding any statute or rule of law of equity to the contrary (if any there be), his good faith shall be presumed, in the absence of proof to the contrary by clear and convincing evidence.

2. **Indemnification.** Except as otherwise provided herein, every person who is or has been a Director or officer of the Association and his heirs and legal

representatives is hereby indemnified by the Association against expenses and liabilities actually and necessarily incurred by him in connection with the defense of either (1) any action, suit or proceeding to which he may be a part defendant, or (2) any claim of liability asserted against him, by reason of his being or having been a Director or officer of the Association. Without limitation, the term "expenses" includes any amount paid or agreed to be paid in satisfaction of a judgment or in settlement of a judgment or claim of liability other than any amount paid or agreed to be paid by the Association itself. The Association does not, however, indemnify any Director or officer in respect to any matter as to which he shall be finally adjudged liable for negligence or misconduct in the performance of his duties as such Director or officer, nor in the case of a settlement, unless such settlement shall be found to be in the interest of the Association by (1) the court having jurisdiction of the action, suit, or proceeding against such Director or officer of a suit involving his right to indemnification or (2) a majority of the Directors of the Association then in office other than those involved in such matter (whether or not such majority constitutes a quorum), or if there be no Directors who are not involved in the matter, then by disinterested Association members entitled to exercise a majority of the voting power shall, by vote at any annual or special meeting of the Association, approve such settlement and the reimbursement to such Board member or officer of such costs and expenses. The phrase "disinterested members" shall mean all members of the Association other than (i) any Board member or officer of the Association who at the time is or may be entitled to indemnification pursuant to the foregoing provisions, (ii) any corporation or organization of which any such Board member or officer owns of record or beneficially 10% or more of any class of voting securities, (iii) any firm of which such Board member or officer is a partner, and (iv) any spouse, child, parent, brother or sister of any such Board member or officer. The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such Board member or officer, and shall not be exclusive of other rights to which any Board member or officer may be entitled as a matter of law or under the Declaration, any vote of Association members or any agreement.

3. **Amendments.** Provisions of these Bylaws may be amended by the Unit Owners at a meeting held for such purpose by the affirmative vote of those entitled to exercise not less than a majority of the voting power. No such amendment shall be in conflict with the provisions of the Declaration or of Chapter 5311 of the Ohio Revised Code.

4. **Definitions.** The terms used in these Bylaw (except as herein otherwise expressly provided or unless the context otherwise require) for all purposes of these Bylaws and of any amendment hereto shall have the respective meanings specified in Article I of the Declaration.

## **EXHIBIT B**

### **DESCRIPTION OF UNITS**

The Unit descriptions in the Condominium Property, as expanded, and as allocated and reallocated, are shown in the 1<sup>st</sup> Amendment to the Declaration of Condominium recorded at Volume 61, Page 5486 et seq, the 2<sup>nd</sup> Amendment to the Declaration of Condominium recorded at Volume 70, Page 1239 et seq, the 3<sup>rd</sup> Amendment to the Declaration of Condominium recorded at Volume 91, Page 7899 et seq., and the 4<sup>th</sup> Amendment to the Declaration of Condominium recorded at Volume 103, Page 9242 et seq. of Ashtabula County Records are incorporated by reference.

## EXHIBIT C-1

### LEGAL DESCRIPTION FOR PARCEL 1

See Exhibit C-1 of Original Declaration recorded at Ashtabula County Records Volume 57, Page 453 et seq., Exhibit A of the 1<sup>st</sup> Amendment to the Declaration of Condominium recorded at Volume 61, Page 5486 et seq, Exhibit A of the 2<sup>nd</sup> Amendment to the Declaration of Condominium recorded at Volume 70, Page 1239 et seq, Exhibit A of the 3<sup>rd</sup> Amendment to the Declaration of Condominium recorded at Volume 91, Page 7899 et seq., and Exhibit A of the 4<sup>th</sup> Amendment to the Declaration of Condominium recorded at Volume 103, Page 9242 et seq. of Ashtabula County Records are incorporated by reference.

## **EXHIBIT C-2**

### **LEGAL DESCRIPTION FOR PARCEL 2**

See Exhibit C-2 of Original Declaration recorded at Ashtabula County Records Volume 57, Page 453 et seq., Exhibit A of the 1st Amendment to the Declaration recorded at Ashtabula County Records Volume 61, Page 5486 et seq., Exhibit A of the 2<sup>nd</sup> Amendment to the Declaration recorded at Ashtabula County Records Volume 70, Page 1239 et seq., Exhibit A of the 3<sup>rd</sup> Amendment to the Declaration recorded at Ashtabula County Records Volume 91, Page 7899 et seq., and Exhibit A of the 4<sup>th</sup> Amendment to the Declaration recorded at Ashtabula County Records Volume 103, Page 9242 et seq.

**EXHIBIT D**  
**PERCENTAGES OF OWNERSHIP INTEREST**

Building 1

Unit 111	0.768	Unit 126	1.043
Unit 112	1.043	Unit 127	0.768
Unit 113	1.043	Unit 131	0.985
Unit 114	1.102	Unit 132	1.557
Unit 115	1.043	Unit 133	1.557
Unit 117	1.811	Unit 134	1.711
Unit 121	1.811	Unit 135	1.557
Unit 123	1.043	Unit 136	1.557
Unit 124	1.102	Unit 137	0.985
Unit 125	1.043		

Building 2

Unit 211	0.768	Unit 224	1.043
Unit 212	0.669	Unit 225	0.669
Unit 213	1.043	Unit 226	0.768
Unit 214	1.043	Unit 231	0.985
Unit 215	0.669	Unit 232	0.867
Unit 216	0.768	Unit 233	1.334
Unit 221	0.768	Unit 234	1.334
Unit 222	0.669	Unit 235	0.867
Unit 223	1.043	Unit 236	0.985

Building 3

Unit 311	0.768	Unit 323	1.458
Unit 312	1.043	Unit 324	1.043
Unit 313	1.458	Unit 325	1.043
Unit 314	1.043	Unit 326	1.043
Unit 315	1.043	Unit 327	0.768
Unit 316	1.043	Unit 331	0.768
Unit 317	0.768	Unit 332	1.043
Unit 321	0.768	Unit 333	1.458
Unit 322	1.043	Unit 334	1.043
		Unit 335	1.043
		Unit 336	1.043



Building 4

Unit 411	0.966	Unit 424	1.038
Unit 412	1.038	Unit 425	1.038
Unit 413	1.038	Unit 426	0.966
Unit 414	1.038	Unit 431	0.966
Unit 415	1.038	Unit 432	1.038
Unit 416	0.966	Unit 433	1.038
Unit 421	0.966	Unit 434	1.038
Unit 422	1.038	Unit 435	1.038
Unit 423	1.038	Unit 436	0.966

Building 5

Unit 511	0.768	Unit 525	1.043
Unit 512	1.043	Unit 526	1.043
Unit 513	1.043	Unit 527	0.768
Unit 514	1.102	Unit 531	0.768
Unit 515	1.043	Unit 532	1.043
Unit 516	1.043	Unit 533	1.043
Unit 517	0.768	Unit 534	1.102
Unit 521	0.768	Unit 535	1.043
Unit 522	1.043	Unit 536	1.043
Unit 523	1.043	Unit 537	0.768
Unit 524	1.102		