

## EXHIBIT "A"

Situate in Section 21, Town 2, Range 2, M.R.S., being part of Lot #9545, City of Fairfield, Fairfield Township, Butler County, State of Ohio and being more particularly described as follows:

Beginning at the southeast corner of Lot #9213, Fairways of Wildwood, the same as recorded in Envelope 868, Pages A, B, C and D, Butler County Recorder's Office, said point also being the intersection of the east line of Lot #9213 and the north line of Woodside Drive; Thence S 10° 01' 30" E a distance of 50.00 feet to a point; Thence N 79° 58' 30" E a distance of 64.00 feet to a point; Thence N 10° 01' 30" W a distance of 38.89 feet to a point and the real place of beginning; Thence N 50° 55' 17" E a distance of 6.40 feet to a point; Thence on a curve deflecting to the left, having a radius of 277.78 feet, an arc distance of 49.87 feet, chord of said curve bears N 45° 46' 44" E a distance of 49.80 feet; Thence N 40° 38' 10" E a distance of 292.71 feet to a point; Thence on a curve deflecting to the right, having a radius of 500.00 feet, an arc distance of 31.02 feet, chord of said curve bears N 42° 24' 48" E a distance of 31.02 feet; Thence N 49° 21' 50" W a distance of 230.96 feet to a point; Thence S 40° 38' 10" W a distance of 262.77 feet to a point; Thence S 49° 21' 50" E a distance of 80.00 feet to a point; Thence N 40° 38' 10" E a distance of 25.00 feet to a point; Thence S 49° 21' 50" E a distance of 70.00 feet to a point; Thence N 40° 38' 10" E a distance of 45.00 feet to a point; Thence S 28° 28' 55" E a distance of 72.78 feet to a point; Thence S 40° 38' 10" W a distance of 105.00 feet to a point; Thence on a curve deflecting to the right, having a radius of 265.78 feet, an arc distance of 47.45 feet, chord of said curve bears S 45° 45' 01" W a distance of 47.38 feet; Thence S 10° 01' 30" E a distance of 13.73 feet to the real place of beginning.

Contains: 56.172 square feet of 1.290 acres

Subject to legal highways and easements and restriction of record.

The foregoing real estate (parcels) are benefitted by and are subject to a common easement and right-of-way for ingress and egress as shown on a Plat of Easement recorded in Plat Envelope 955-6, Pages A, B, C of the Plat Records of Butler County, Ohio.

Being part of the premises conveyed to The Ryland Group, Inc. by deed recorded in Deed Book 1414, Page 192 of the Butler County, Ohio Records.



## EXHIBIT "B"

PARCEL ONE

Situate in Section 21, Town 2, Range 2, M.R.S., being part of Lot #9545, City of Fairfield, Fairfield Township, Butler County, State of Ohio and being more particularly described as follows:

Beginning at the southeast corner of Lot #9213, Fairways of Wildwood, the same as recorded in Envelope 868, Pages A,B,C and D, Butler County Recorder's Office, said point also being the intersection of the east line of Lot #9213 and the north line of Woodside Drive; Thence S 10° 01' 30" E a distance of 50.00 feet to a point; Thence N 79° 58' 30" E a distance of 64.00 feet to a point; Thence N 10° 01' 30" W a distance of 25.16 feet to a point and the real place of beginning; Thence N 50° 55' 17" E a distance of 13.07 feet to a point; Thence on a curve deflecting to the left, having a radius of 289.78 feet, an arc distance of 52.02 feet, chord of said curve bears N 45° 46' 44" E a distance of 51.95 feet; Thence N 40° 38' 10" E a distance of 123.11 feet to a point; Thence S 16° 39' 16" a distance of 282.44 feet to an iron pin; Thence N 62° 03' 57" E a distance of 75.39 feet to an iron pin; Thence N 11° 28' 19" E a distance of 384.11 feet to a point; Thence N 37° 52' 09" W a distance of 81.62 feet to a point; Thence on a curve deflecting to the left, having a radius of 500.00 feet, an arc distance of 100.31 feet, chord of said curve bears S 46° 23' 01" W a distance of 100.14 feet; Thence S 40° 38' 10" W a distance of 292.71 feet to a point; Thence on a curve deflecting to the right, having a radius of 277.78 feet, an arc distance of 49.87 feet, chord of said curve bears S 45° 46' 44" W a distance of 49.80 feet; Thence S 50° 55' 17" W a distance of 6.40 feet to a point; Thence S 10° 01' 30" E a distance of 13.73 feet to the real place of beginning.

Contains: 62,791 square feet or 1.441 acres

Subject to legal highways and easements and restrictions of record.

The foregoing real estate (parcels) are benefitted by and are subject to a common easement and right-of-way for ingress and egress as shown on a Plat of Easement recorded in Plat Envelope 935-36, Pages A,B,C,D of the Plat Records of Butler County, Ohio.

Being part of the premises conveyed to The Ryland Group, Inc. by deed recorded in Deed Book 1414, Page 192 of the Butler County, Ohio Records.



## EXHIBIT "B"

PARCEL TWO

Situate in Section 21, Town 2, Range 2, Fairfield Township, City of Fairfield, Butler County, State of Ohio, being part of Lot #9545 and being more particularly described as follows:

Beginning at the southeast corner of Lot #9213, Fairways of Wildwood Subdivision, Section C, as recorded in Envelope 868, Pages A,B,C and D Butler County Recorder's Office, said point also being the intersection of the north line of Woodside Drive and the east line of Lot #9213; Thence N 10° 01' 30" W a distance of 45.00 feet to a point; Thence N 79° 58' 30" E a distance of 64.00 feet to a point; Thence N 10° 01' 30" W a distance of 85.00 feet to a point; Thence N 11° 31' 24" W a distance of 44.64 feet to a point; Thence N 49° 21' 50" W a distance of 80.00 feet to a point; Thence N 40° 38' 10" E a distance of 50.79 feet to a point and the real place of beginning for this description of property; Thence N 51° 26' 39" W a distance of 149.56 feet to a point; Thence N 38° 33' 21" E a distance of 377.49 feet to a point; Thence N 88° 03' 05" E a distance of 180.43 feet; Thence S 01° 56' 55" E a distance of 65.00 feet to a point; Thence N 88° 03' 05" E a distance of 25.42 feet to a point; Thence S 87° 26' 49" E a distance of 119.15 feet to a point; Thence S 18° 48' 18" E a distance of 110.00 feet to a point; Thence S 60° 59' 58" W a distance of 110.00 feet to a point; Thence S 29° 48' 04" E a distance of 13.44 feet to a point; Thence S 30° 36' 06" E a distance of 38.23 feet to a point; Thence along a curve deflecting to the right, having a radius of 530.00 feet, an arc distance of 39.05 feet, the chord of said curve bears N 62° 35' 23" E a distance of 39.04 feet to a point; Thence along a curve deflecting to the right, having a radius of 353.63 feet, an arc distance of 43.65 feet, the chord of said curve bears N 68° 14' 12" E a distance of 43.62 feet to a point; Thence N 71° 46' 23" E a distance of 470.61 feet to a point; Thence S 18° 13' 37" E a distance of 175.00 feet to a point; Thence S 71° 46' 23" W a distance of 456.05 feet to a point; Thence S 11° 28' 19" W a distance of 265.92 feet to a point; Thence S 46° 13' 25" W a distance of 106.29 feet to a point; Thence S 62° 03' 57" W a distance of 97.54 feet to a point; Thence N 11° 28' 19" E a distance of 384.11 feet to a point; Thence N 37° 52' 09" W a distance of 81.62 feet to a point; Thence along a curve deflecting to the left, having a radius of 500.00 feet, an arc distance of 69.29 feet, the chord of said curve bears S 48° 09' 39" W a distance of 69.24 feet to a point; Thence N 49° 21' 50" W a distance of 230.96 feet to a point; Thence S 40° 38' 10" W a distance of 211.98 feet to the place of beginning.

Being part of the premises conveyed to ITI Corporation Inc. by deed recorded in Deed Book 1408, Page 583 of the Butler County, Ohio Records.



EXHIBIT "B"

PARCEL TWO

Contains: 279,085 square feet or 6.407 acres

Subject to legal highways and easements and restrictions of record.



## EXHIBIT "B"

PARCEL THREE

Situate in Section 21, Town 2, Range 2, Fairfield Township, City of Fairfield, Butler County, State of Ohio, being part of Lot #9545 and being more particularly described as follows:

Beginning at the southeast corner of Lot #9213, Fairways of Wildwood Subdivision, Section C, as recorded in Envelope 868, Pages A,B,C and D of the Butler County Recorder's Records, said point also being the intersection of the north line of Woodside Drive and the east line of Lot #9213; Thence N 10° 01' 30" W a distance of 45.00 feet to a point; Thence N 79° 58' 30" E a distance of 64.00 feet to a point; Thence S 10° 01' 30" E a distance of 69.84 feet to a point; Thence N 50° 55' 17" E a distance of 13.07 feet to a point; Thence along a curve deflecting to the left, having a radius of 289.78 feet, an arc distance of 29.12 feet, the chord of said curve bears N 48° 02' 35" E a distance of 29.10 feet to the real place of beginning for this description of property; Thence along a curve deflecting to the left, having a radius of 289.78 feet, an arc distance of 22.90 feet, the chord of said curve bears N 42° 54' 01" E a distance of 22.90 feet to a point; Thence N 40° 38' 10" E a distance of 123.11 feet to a point; Thence S 16° 39' 16" E a distance of 282.44 feet to a point; Thence S 62° 03' 57" W a distance of 125.76 feet to a point; Thence N 16° 39' 16" W a distance of 228.90 feet to the place of beginning.

Contains: 31,473 square feet or 0.723 acres

Subject to legal highways and easements and restrictions of record.

Being part of the premises conveyed to ITI Corporation, Inc. by deed recorded in Deed Book 1408, Page 583 of the Butler County, Ohio Records.



## EXHIBIT "B"

PARCEL FOUR

Situate in Section 21, Town 2, Range 2, Fairfield Township, City of Fairfield, Butler County, State of Ohio, being part of Lot #9545 and being more particularly described as follows:

Beginning at the southeast corner of Lot #9213, Fairways of Wildwood Subdivision, Section C, as recorded in Envelope 868, Pages A,B,C and D of the Butler County Recorder's Records, said point also being the intersection of the north line of Woodside Drive and the east line of Lot #9213; Thence N 10° 01' 30 " W a distance of 45.00 feet to a point; Thence N 79° 58' 30" E a distance of 64.00 feet to a point; Thence S 10° 01' 30" E a distance of 69.84 feet to a point and the real place of beginning for this description of property; Thence N 50° 55' 17" E a distance of 13.07 feet to a point; Thence along a curve deflecting to the left, having a radius of 289.78 feet, an arc distance of 29.12 feet, the chord of said curve bears N 48° 02' 35" E a distance of 29.10 feet; Thence S 16° 39' 16" E a distance of 228.90 feet to a point; Thence S 62° 03' 57" W a distance of 41.22 feet to an existing iron pin; Thence S 76° 33' 14" W a distance of 23.37 feet to a point; Thence N 10° 01' 30" W a distance of 219.70 feet to the place of beginning.

Contains: 11,369 square feet or 0.261 acres

Subject to legal highways and easements and restrictions of record.

Being part of the premises conveyed to Towne Properties, Ltd. by deed recorded in Deed Book 1390, Page 662 of the Butler County, Ohio Records.



## EXHIBIT "B"

PARCEL FIVE

Situate in Section 21, Town 2, Range 2, Fairfield Township, City of Fairfield, Butler County, State of Ohio, being part or Lot #9545 and Lot #392 and being more particularly described as follows:

Beginning at the southeast corner of Lot #9213, Fairways of Wildwood Subdivision, Section C, as recorded in Envelope 868, Pages A,B,C and D of the Butler County Recorder's Records, said point also being the intersection of the north line of Woodside Drive and the east line of Lot #9213; Thence N 10° 01' 30" W a distance of 45.00 feet to a point; Thence N 79° 58' 30" E a distance of 64.00 feet to a point; Thence N 10° 01' 30" W a distance of 85.00 feet to a point; Thence N 11° 31' 24" W a distance of 44.64 feet to a point; Thence N 49° 21' 50" W a distance of 80.00 feet to a point; Thence N 40° 38' 10" E a distance of 50.79 feet to a point; Thence N 51° 26' 39" W a distance of 149.56 feet to a point and the real place of beginning for this description of property; Thence N 51° 26' 39" W a distance of 100.43 feet to a point; Thence N 10° 30' 42" W a distance of 559.34 feet to an existing stone; Thence N 05° 39' 47" E a distance of 241.42 feet to a point; Thence N 78° 13' 06" E a distance of 1068.84 feet to a point; Thence S 05° 43' 29" W a distance of 504.25 feet to a point; Thence N 88° 43' 29" E a distance of 830.38 feet to a point; Thence S 50° 43' 01" E a distance of 145.41 feet to a point; Thence S 43° 07' 42" W a distance of 206.90 feet to a point; Thence S 35° 07' 42" W a distance of 245.00 feet to a point; Thence S 41° 43' 39" W a distance of 115.89 feet to a point; Thence S 52° 04' 01" E a distance of 30.68 feet to a point; Thence S 52° 24' 30" W a distance of 549.16 feet to a point; Thence S 78° 14' 42" W a distance of 63.64 feet to a point; Thence S 89° 17' 04" W a distance of 295.27 feet to an existing iron pin; Thence S 46° 13' 25" W a distance of 58.91 feet to a point; Thence N 11° 28' 19" E a distance of 265.92 feet to a point; Thence N 71° 46' 23" E a distance of 456.05 feet to a point; Thence N 18° 13' 37" W a distance of 175.00 feet to a point; Thence S 71° 46' 23" W a distance of 470.61 feet to a point; Thence along a curve deflecting to the left, having a radius of 353.63 feet, an arc distance of 43.65 feet, the chord of said curve bears S 68° 14' 12" W a distance of 43.62 feet to a point; Thence along a curve deflecting to the left, having a radius of 530.00 feet, an arc distance of 39.05 feet, the chord of said curve bears S 62° 35' 23" W a distance of 39.04 feet to a point; Thence N 30° 36' 06" W a distance of 38.23 feet to a point;



## EXHIBIT "B"

Thence N 29° 46' 04" W a distance of 13.44 feet to a point;  
Thence N 60° 59' 58" E a distance of 110.00 feet to a point;  
Thence N 18° 48' 18" W a distance of 110.00 feet to a point;  
Thence N 87° 26' 49" W a distance of 119.15 feet to a point;  
Thence S 88° 03' 05" W a distance of 25.42 feet to a point;  
Thence N 01° 56' 55" W a distance of 65.00 feet to a point;  
Thence S 88° 03' 05" W a distance of 180.43 feet to a point;  
Thence S 38° 53' 21" W a distance of 377.49 feet to the place  
of beginning.

Contains: 1,356,829 square feet or 31.149 acres

Subject to legal highways and easements and restrictions of record.

Being part of the premises conveyed to Towne Properties, Ltd. by  
deed recorded in Deed Book 1399, Page 662 of the Butler County,  
Ohio Records.



## EXHIBIT "B"

PARCEL SIX

Situate in Section 21, Town 2, Range 2, Fairfield Township, City of Fairfield, Butler County, State of Ohio, being part of Lot #9545 and being more particularly described as follows:

Beginning at the southeast corner of Lot #9213, Fairways of Wildwood Subdivision, Section C, as recorded in Envelope 868, Pages A, B, C and D of the Butler County Recorder's Records, said point also being the intersection of the north line of Woodside Drive and the east line of Lot #9213; Thence N 10° 01' 30" W a distance of 45.00 feet to a point; Thence N 79° 58' 30" E a distance of 64.00 feet to a point and the real place of beginning for this description of property; Thence N 10° 01' 30" W a distance of 85.00 feet to a point; Thence N 11° 31' 24" W a distance of 44.64 feet to a point; Thence N 40° 38' 10" E a distance of 25.00 feet to a point; Thence S 49° 21' 50" E a distance of 70.00 feet to a point; Thence N 40° 38' 10" E a distance of 45.00 feet to a point; Thence S 28° 28' 55" E a distance of 72.78 feet to a point; Thence S 40° 38' 10" W a distance of 105.00 feet to a point; Thence along a curve deflecting to the right, having a radius of 265.78 feet, an arc distance of 47.45 feet, the chord of said curve bears S 45° 45' 01" W a distance of 47.38 feet; Thence N 10° 01' 30" W a distance of 42.38 feet to the place of beginning.

Contains: 13,177 square feet or 0.303 acres

Subject to legal highways and easements and restrictions of record.

Being part of the premises conveyed to Towne Properties, Ltd. by deed recorded in Deed Book 1399, Page 662 of the Butler County, Ohio Records.



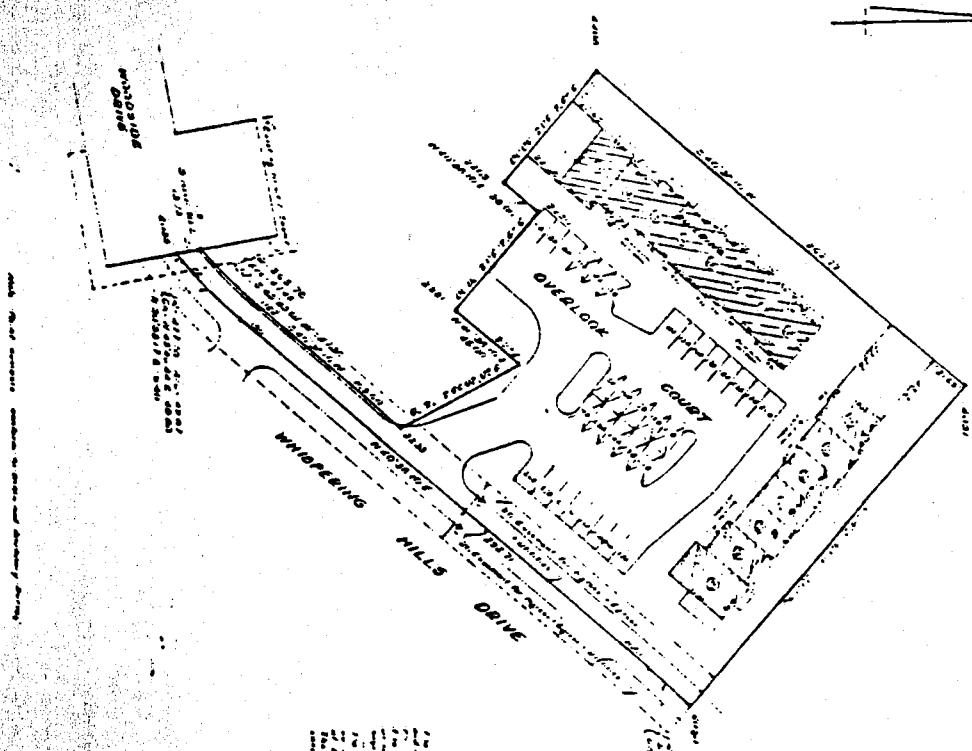




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**SECRET**

QUEST FADING  
UNIT ABOVE BUSHING ELEVATION  
LIMITED CANNON AREA  
CANNON AREA  
CANNON

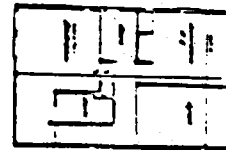
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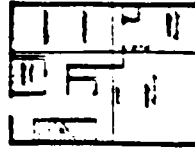
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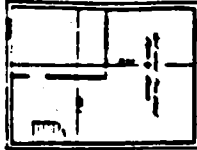




**THOMAS WATKINS**

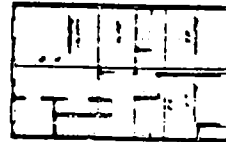


**PAGE TWO**

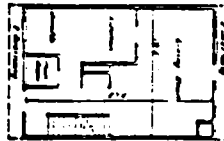


**ANNALS**

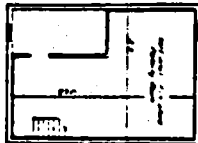
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**SECOND FLOOR**



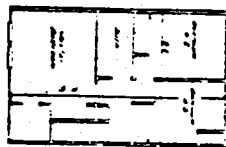
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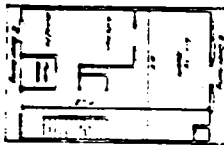
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**ADDF**

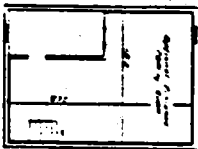
ALL THE ABOVE ARE  
FOR THE YEAR 1964  
AND ARE IN THE  
FEDERAL BUREAU OF  
INVESTIGATION



## SECOND FLAME



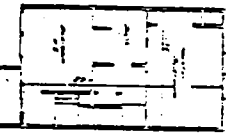
REPORT  
FILM 35 PLACES



**ANNEX**

**ASBURY**

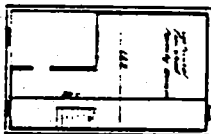
and that such case was  
decided in favor of  
the party and in favor  
of the law and the  
right and the law.



**SECOND FLOOR**



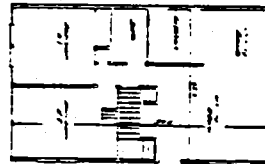
**LAST FLOOD**



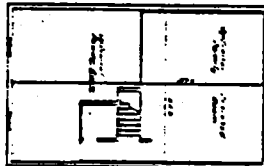
## ANSWER

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THE NEW YORK PUBLIC LIBRARY  
ASTOR LENOX TILDEN FOUNDATION  
500 5TH AVENUE  
NEW YORK 17, N.Y.

**Abstract**

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Department of State

EXHIBIT "D"

**The State of Ohio**

E914-1214

**Anthony J. Celebrezze, Jr.**

Secretary of State

575816

## Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: ARN

of:

THE BLUFFS OF WILDWOOD HOMEOWNERS' ASSOCIATION, INC.

United States of America  
State of Ohio  
Office of the Secretary of State

Recorded on Roll E914 at Frame 1215 of  
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State, at the  
City of Columbus, Ohio, this 4TH day of JUNE

A.D. 19 81



*Anthony J. Celebrezze Jr.*  
**Anthony J. Celebrezze, Jr.**  
Secretary of State



property records of the county where the principal office of this corporation is located. In addition, the specific purposes for which this Association is formed are to provide for the maintenance, preservation and architectural control of the aforesaid real estate and the buildings and improvements situated thereon under the terms of said Declaration, and to promote the health, safety and welfare of the residents and owners of the above described property and to act in the same manner with regard to any other property which may hereafter be brought within the jurisdiction of this Association as part of the same condominium plan, and for these purposes:

(a) to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the aforesaid Declaration or as the same may be amended from time to time;

(b) to fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office, administrative, and other expenses incident to the conduct of the business of the Association, including all license fees, taxes or governmental charges levied or imposed against the property of the Association;

(c) to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association and subject to the terms of the Declaration;



(j) to do any other thing necessary, expedient, incidental, appropriate or convenient to the carrying out of the foregoing purposes or which will promote the common benefit and enjoyment of the residents or owners of the units, insofar as not prohibited by law or the Declaration;

(k) to have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Ohio by law may now or hereafter have or exercise, insofar as not prohibited by the Condominium statutes of Ohio or by the Declaration.

#### ARTICLE IV

##### TRUSTEES

The affairs of the Association shall be managed by a Board of Trustees, sometimes referred to as Directors, who shall constitute the Board of Managers required by Chapter 5311 of the Revised Code of Ohio and who need not be members of the Association. The names and addresses of the persons who are to act in the capacity of initial Trustees and until the selection of their successors are:

Name	Address
Donna L. Mohr	9477 Haddington Court Cincinnati, Ohio 45239
Robert J. Belluomini	129 College Park Drive Crestview Hills, Kentucky 41017
David A. Kepecs	8375 Heritage Dr. Cincinnati, Ohio 45242



Class B. The Class B members shall be the Declarant (as defined in the Declaration), and such member shall be entitled to such number of votes as will constitute ninety-five percent (95%) of the total voting power of the Association, as long as the Class B membership continues to exist. The Class B membership shall cease to the extent permitted by Ohio Law and shall be converted to Class A membership with one vote for each unit owned, on the happening of the following events: (a) when 75% of the condominium units included herein have been sold by the Declarant and conveyed to individual unit owners; or (b) when the period of time of seven years has expired from and after the date this Declaration is recorded, whichever of this or the above subparagraph occurs earlier. Provided, however, that if additional land is annexed to this condominium plan so as to create an additional number of units of such an amount that the proportion of units sold is decreased below seventy-five (75%) percent, the Class B membership shall be re-created automatically in the same manner and in the same condition as that in which it had existed originally, despite the fact that at an earlier date the Class B membership may have been terminated by sale of seventy-five percent (75%) of the previous number of condominium units.

Provided, however, that nothing herein shall be construed to prohibit the Class B member from converting all or part of its Class B membership and ninety-five percent (95%) voting rights to Class A membership with the results set forth above at any time earlier than the latter of the alternative events referred to above, by a written statement executed by the Declarant and delivered to the Association.



of the fact that any director or officer or any firm of which such director or officer is a member, or any corporation of which such director or officer is a shareholder, director or officer, is in any way interested in such transaction, contract or act; provided, however, that the fact that such director, officer, firm or corporation is so interested must be disclosed to or known by the Board of Trustees or such members thereof as shall be present at the meeting of said Board at which action is taken upon such matters. No director or officer shall be accountable or responsible to the corporation for or in respect to any such transaction, contract, or act or for any gains or profits realized by him or by any organization affiliated with him as a result of such transaction, contract or act. Any such director or officer may be counted in determining the existence of a quorum at any meeting of the Board of Directors of the corporation which shall authorize or take action in respect of any such contract, transaction or act, and may vote to authorize, ratify or approve any such contract, transaction or act, with like force in effect as if he or any firm of which he is a member or a corporation of which he is a shareholder, officer or director, were not interested in such transaction, contract or act.

## ARTICLE XI

INDEMNIFICATION OF TRUSTEES, OFFICERS OR EMPLOYEES

The corporation shall indemnify any and every trustee (board member), officer or employee against expenses, judgments, decrees, fines, penalties, or amounts paid in settlement in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which such trustee (board member), officer







EXHIBIT "E"

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BY-LAWS  
OF  
THE BLUFFS OF WILDWOOD HOMEOWNERS', INC.

---

Date  
Filed: 6/30/1981

Prepared by:

JOHN P. DUMBACHER  
ATTORNEY AT LAW  
914 MAIN STREET  
CINCINNATI, OHIO 45202



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## BY-LAWS OF THE BLUFFS OF WILDWOOD

HOMEOWNERS' ASSOCIATION, INC.

The within By-Laws are executed and attached to the Declaration of The Bluffs of Wildwood Condominium pursuant to Chapter 531 Ohio Revised Code. Their purpose is to provide for the establishment of a Unit Owners' Association for the government of the Condominium Property in the manner provided by the Declaration and by these By-Laws. All present or future owners or tenants or their employees, or any other person who might use the facilities of the Condominium Property in any manner shall be subject to the covenant conditions, reservations and restrictions and provisions or regulations contained in the Declaration and these By-Laws and shall be subject to any restriction, condition or regulation hereafter adopted by the Board of Trustees of the Association. The mere acquisition or rental of any of the Units located within the Condominium Property described in the Declaration, or the mere act of occupancy of any of the units will constitute acceptance and ratification of the Declaration and of these By-Laws.

## ARTICLE I

THE ASSOCIATION

1.1 Name and Nature of Association. The Association shall be an Ohio corporation not for profit and shall be called The Bluffs of Wildwood.

1.2 Membership. Each unit owner, upon acquisition of title to a unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his unit; at which time the new owner of such unit shall automatically become a member of the Association.

1.3 Voting Rights. There shall be one vote for each unit comprising the Condominium Property, and the owner or owners of each unit shall be entitled to one vote for their unit. Only owners in good standing shall be entitled to vote in the affairs of the Association at any annual or special meeting thereof. An owner shall be deemed to be in "good standing" and "entitled to vote" if, and only if, he shall have fully paid all assessments made or levied against his and his unit or units by the Association as hereinafter provided, together with all interest, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to him and against his Unit or Units, at least three (3) days prior to the date fixed for such annual or special meeting and if he is not in default in the performance of any of his other obligations as an owner on such date.

1.4 Proxies. Members may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on his or their behalf shall be made in writing to the Board of Trustees of the Association and shall be revocable at any time by



actual notice to the Board of Trustees by the members or members making such designation. Notice to the Board of Trustees in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

### 1.5 Meeting of Members.

A. Annual Meeting. The annual meeting of members of the Association for the election of members of the Board of Trustees, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at the office of the Association or at such other place upon or off the Condominium Property as may be designated by the Board of Trustees and specified in the notice of such meeting, or at such other time as may be designated by the Board of Trustees and specified in the notice of the meeting. The first annual meeting of members of the Association shall be held within thirty days after the expiration of one year after the date of incorporation of the Association. Thereafter, the annual meeting of the Association shall be held in each succeeding year thereafter, on the 15th day of the month in which the first annual meeting was held, if not a legal holiday and, if a legal holiday, then on the succeeding business day.

B. Special Meetings. Special meetings of the members of the Association may be held on any business day when called by the President of the Association or by the Board of Trustees of the Association or by members entitled to cast at least twenty-five percent (25%) of the votes of the Association. Upon request in writing delivered either in person or by certified mail to the President or the Secretary of the Association by any persons entitled to call a meeting of members, such officer shall forthwith cause to be given to the members entitled thereto notice of a meeting to be held on a date not less than ten (10) or more than thirty (30) days after receipt of such request as such officer may fix. If such notice is not given within ten (10) days after the delivery or mailing of such request, the persons calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at the office of the Association or at such other place and at such time as shall be specified in the notice of meeting.

C. Notice of Meetings. Not less than ten (10) nor more than thirty (30) days before the date fixed for a meeting of the members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these By-Laws to give such notice. The notice shall be given by personal delivery or by mail to each member of the Association who is a unit owner of record with the Association as of the day preceding the day on which notice is given. If mailed the notice shall be addressed to the members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purpose of any meeting of members of the Association may be waived in writing, either before or after the holding of such meeting, by any members of the Association, which writing shall be filed with or entered upon the



records 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: Adjournment. Except as may be otherwise provided by law or by the Declaration, at any meeting of the members of the Association, the members of the Association entitled to exercise one third (1/3) of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting. No action may be authorized or taken by a lesser percentage than required by law, by the Declaration or by these By-Laws. The members of the Association entitled to exercise one third (1/3) of the voting power represented at a meeting of members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given, if the time and place to which such meeting is adjourned are fixed and announced at such meeting. The quorum requirement must be met at the time of completion of the vote on any matter for such vote to be valid.

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 meetings.
- (4) Reports of officers.
- (5) Reports of committees.
- (6) Election of Inspectors of election.
- (7) Election of Trustees.
- (8) Unfinished and/or old business.
- (9) New business.
- (10) Adjournment.

F. Actions Without a Meeting. All actions, except removal of a Trustee, which may be taken at a meeting of the Association, may be taken without a meeting with the approval of, and in writing or writings signed by members having the percentage of voting power required to take such action if same were taken at a meeting. Such writings shall be filed with the Secretary of the Association.



## ARTICLE II

BOARD OF TRUSTEES

2.1. Number and Qualification. The Board of Trustees shall consist of seven persons, except as otherwise provided, all of whom must be owners and occupiers of a unit. If for five (5) years following filing the Declaration, the Declarant, its successors and assigns, shall have not conveyed seventy-five percent (75%) of all units, no less than four members of the Board may be designated by it who need not be an owner or occupier of a unit.

2.2. Nomination of Trustees. Nomination for election to the Board of Trustees, shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who need not be a member of the Association but who shall be a member of the Board of Trustees, and two or more other members of said committee who shall be members of the Association. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual meeting of the members, to serve from the close of such annual meeting until 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 Trustees as it shall in its discretions determine, but not less than the number of vacancies that are members or non-members.

2.3. Election of Trustees: Vacancies. The required Trustees shall be elected at each annual meeting of members of the Association. Only persons nominated as candidates shall be eligible for election as Trustees and the candidates receiving the greatest number of votes shall be elected. Each member may vote for as many candidates as there are vacancies in the Board of Trustees, however caused. The remaining Trustees, though less than a majority of the authorized number of Trustees, may, by the vote of a majority of their number, fill any vacancy for the unexpired term, provided, however, that a vacancy in the position filled by designation of Declarant shall be filled by Declarant.

2.4. Term of Office; Resignations. Each Trustee shall hold office until the next annual meeting of members of the Association and until his successor is elected or appointed or until his earlier resignation, removal from office or death. Any Trustee may resign at any time by oral statement to that effect made at a meeting of the Board of Trustees or in a writing to that effect delivered to the Secretary of the Association. Such resignation shall take effect immediately or at such other time as the Trustee may specify. Trustees of the Board of Trustees shall serve without compensation.

2.5 Organization Meeting. Immediately after each annual meeting of members of the Association, the newly elected Trustees shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.



2.6. Regular Meetings. Regular meetings of the Board of Trustees may be held at such times and places as shall be determined by a majority of the Trustees, but at least eight (8) such meetings shall be held during each fiscal year.

2.7 Special Meetings. Special meetings of the Board of Trustees may be held at any time upon call by the President or any two Trustees. Written notice of the time and place of each such meeting shall be given to each Trustee either by personal delivery or by mail, telegram or telephone at least three (3) days before the meeting, which notice need not specify the purpose of the meeting; provided, however, that attendance of any Trustee 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 and such notice may be waived in writing either before or after the holding of such meeting, by any Trustee, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organizational, regular, or special meeting.

2.8 Quorum; Adjournment. A quorum of the Board of Trustees shall consist of one third ( $1/3$ ) of the Trustees then in office, provided that one third ( $1/3$ ) of the Trustees then in office duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board of Trustees at which a quorum is present, all questions and business shall be determined by one third ( $1/3$ ) vote of those present, except as may be otherwise expressly provided in the Declaration or in these By-Laws. In the event of any tie vote or any matter pending before the Board of Managers, the President of the Association shall have the power to cast an additional vote to break such tie.

2.9. Removal of Trustees. At any regular or special meeting of members of the Association duly called, at which a quorum shall be present, any one or more of the Trustees, except the Trustee, if any, acting as a representative of a lending institution or a member designated by Declarant as provided in 2.1. of this Article II, may be removed with or without cause by the vote of members entitled to exercise at least fifty-one percent (51%) of the voting power of the Association, and a successor or successors to such Trustee or Trustees so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Trustee whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting. Any Trustee appointed by the Declarant may be removed by the Declarant at any time.

2.10. Fidelity Bonds. The Board of Trustees shall require that all officers and employees of the Association or any other party handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association and shall be a common expense



ARTICLE III

OFFICERS

3.1. Election and Designation of Officers. The Board of Trustees shall elect a President, a Vice President, a Secretary and a Treasurer, each of whom shall be a member of the Board of Trustees. The Board of Trustees may also appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary who are not members of the Board of Trustees but who are members of the Association, or persons who could be heirs-at-law of a unit owner under the Ohio statutes of descent and distribution provided they are occupiers of a unit.

3.2. Term of Office; Vacancies. The officers of the Association shall hold office until the next organization meeting of the Board of Trustees and until their successors are elected, except in case of resignation, removal from office or death. The Board of Trustees may remove any officer at any time with or without cause by a majority vote of the Trustees then in office. Any vacancy of any office may be filled by the Board of Trustees.

3.3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of members of the Association and shall preside at all meetings of the Board of Trustees. Subject to directions of the Board of Trustees, the President shall have general executive supervision over the business and affairs of the Association. He may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board of Trustees or otherwise provided for in the Declaration or in these By-Laws.

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

3.5. Secretary. The Secretary shall keep the minutes of meetings of the members of the Association and of the Board of Trustees. He shall keep such books as may be required by the Board of Trustees, shall give notices of meetings of members of the Association and of the Board of Trustees required by law, or by these By-Laws or otherwise, and shall have such authority and shall perform such other duties as may be determined by the Board of Trustees.

3.6. Treasurer. The Treasurer shall receive and have in charge all money, bills, notes and similar property belonging to the Association, and shall do with the same as may be directed by the Board of Trustees. He shall keep accurate financial accounts and hold the same open for the inspection and examination of the Trustees and shall have such authority and shall perform such other duties as may be determined by the Board of Trustees.



3.7. Other Officers. The Assistant Secretary and Assistant Treasurer, if any, and any other officers whom the Board of Trustees may appoint shall, respectively, have such authority, and perform such duties as may be determined by the Board of Trustees.

3.8. Delegation of Authority and Duties. The Board of Trustees is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

3.9 Indemnification of Managers and Officers. The members of the Board of Managers and the Officers shall not be liable to the Unit owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify every Board member and officer, his heirs, executors and administrators, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Board member or officer of the Association except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for willful misconduct or bad faith. The Board of Managers may purchase insurance in such amounts as it deems appropriate to provide such indemnification, and the cost of such insurance shall be a common expense. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of willful misconduct or bad faith in the performance of his duty as such Board member or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Board member or officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provision shall be treated by the Association as common expenses; provided, however, that nothing in this Article contained shall be deemed to obligate the Association to indemnify any member or Unit owner, who is or has been a Board member or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of his membership in the Association or as a Unit owner.



ARTICLE IV

GENERAL POWERS OF THE ASSOCIATION

4.1. Payments for Maintenance Funds. The Association for the benefit of all of the owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for, the following:

A. Utility Services. The cost of water, waste removal, electricity, telephone, heat, power or any other necessary utility service for the Common Areas and Facilities; the cost of waterlines, waste removal or any utilities which are not separately metered or otherwise directly charged to individual owners. However, the Association may discontinue such payments at any time, in which case each owner shall be responsible for direct payment of his share of such expenses as shall be determined by the Board of Trustees of the Association. The Association reserves the right to levy additional assessments against any owner to reimburse it for excessive use, as shall be determined by the Board of Trustees by such owner of any utility service having been charged against or to the maintenance fund.

B. Roadway Maintenance. All costs of maintaining in good condition all private roadways and parking areas located within the boundaries of the Condominium Property.

C. Maintenance, Repair and Other Costs Related to Community and Recreational Facilities. That portion of the expenses of operating, maintaining in good condition, repairing and insuring all community and recreational facilities located within the boundaries of the Condominium Property together with the portion of the expenses of maintaining reasonable contingencies and replacements reserve therefor which is the Association's responsibility under Article I of the Declaration.

D. Casualty Insurance. The premium for a policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually.

E. Liability Insurance. The premium upon a policy or policies insuring the Association, the members of the Board, and the owners against any liability to the public or to the owners of units and of the Common Areas and Facilities, and their invitees, or tenants, incident to the ownership and/or use of the Common Areas and Facilities, as provided in the Declaration, the limits of which policy shall be reviewed annually.

F. Workmen's and Unemployment Compensation. The costs of workmen's and unemployment compensation insurance to the extent necessary to comply with any applicable laws.

G. Wages and Fees for Services. The fees for services of any person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a manager



or managing agent for the Condominium Property, the services of any person or persons required for the maintenance or operation of the Condominium Property (including a recreation director, if any), and legal and/or accounting services necessary or proper in the operation of the Condominium Property or the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association.

H. Care of Common Areas and Facilities. The cost of landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacements of the Common Areas and Facilities (but not including the interior surfaces of the units) which the owner shall paint, clean, decorate, maintain and repair, the painting, cleaning and decorating of the exterior surfaces of the buildings, the operation of swimming pools, if any, and other recreational facilities situated on the Common Areas and Facilities or on any property leased to the Association and such furnishings and equipment for the Common Areas and Facilities as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Areas and Facilities.

I. Certain Maintenance of Units. The cost of the maintenance and repair of any unit or Limited Common Areas and Facilities if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Areas and Facilities, or any other portion of a building, and the owner or owners of said unit have failed or refused to perform said maintenance or repair within ten (10) days after written notice of the necessity of said maintenance or repair delivered by the Association to said owner or owners. The Association shall levy a special assessment against such unit owner or owners for the cost of said maintenance or repair.

J. Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Condominium Property or any part thereof which may in the opinion of the Association constitute a lien against the entire Condominium Property rather than merely against the interest therein of particular owners. It being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it. Any costs incurred by the Association by reason of said lien or lien shall be specially assessed to said owners.

K. Additional Expenses. The cost of any other materials, equipment, supplies, furniture, labor, services, maintenance, repair, structural alterations, insurance, "common expenses" or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and these By-Laws or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Condominium Property as a first class condominium project or for the enforcement of the Declaration and these By-Laws.



4.2. Capital Additions and Improvements. The Association's power hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Areas and Facilities, subject to all the provisions of the Declarations and these By-Laws) having a total cost in excess of Two Thousand Five Hundred Dollars (\$2,500.00), not shall the Association authorize any structural alterations, capital additions to, or capital improvements of the Common Areas and Facilities requiring an expenditure in excess of Two Thousand Five Hundred Dollars (\$2,500.00) without in each case the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association, provided that during the seven (7) year period following filing of the Declaration, if Declarant shall own any of the units, its consent to such expenditure shall be required.

4.3. Association's Right to Enter Units. The Association or its agents may enter any unit 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 owners as practicable, and any damage caused thereby shall be repaired by the Association, at the expense of the maintenance fund. In the event of any emergency or nuisance originating in or threatening any unit or any other part of the Condominium property or at a time when required alterations or repairs are not scheduled, the management agent or his representative or any other person designated by the Board of Trustees may enter the unit or units involved immediately, whether the owner is present or not.

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

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

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



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

4.8. Applicable Laws. The Association shall be subject to and governed by the provisions of any statute adopted at any time and applicable to property submitted to the Condominium form of ownership (including, without limitation, Chapter 5311, Ohio Revised Code). However, all inconsistencies between or among the permissive provisions of any statute and any provisions of the Declaration and these By-Laws, shall be resolved in favor of the Declarations and these By-Laws. Any inconsistencies between any statutes applicable to associations formed to administer property submitted to the Condominium form of ownership, shall be resolved in favor of the latter statute. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or By-Laws of the Association, the terms and provisions of the Declaration shall prevail, and the owners and all persons claiming under them covenant to vote in favor of such amendments in the Articles or By-Laws as will remove such conflicts or inconsistencies.



## ARTICLE V

DETERMINATION AND PAYMENT OF ASSESSMENTS

5.1. Obligations of Owners to Pay Assessments. It shall be the duty of every unit owner to pay his proportionate share of the expenses of administration, maintenance and repair of the Common Areas and Facilities and of the other Common expense provided for herein and in the Declaration. Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Areas and Facilities as set forth in the Declaration. Payment, thereof, shall be in such amounts and at such times as may be determined by the Board of Trustees of the Association, as hereinafter provided.

5.2. Preparation of Estimated Budget. Each year on or before December 15th, the Board of Trustees shall estimate the total amount necessary to pay the cost of wages, materials, equipment, insurance, services, supplies and Management fees, which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board of Trustees to be necessary for a reserve for contingencies and replacements. They shall on or before January 1st notify each owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the owner according to each owner's percentage of ownership in the Common Areas and Facilities as set forth in the Declaration. On or before January 1st of the ensuing year, and the 1st of every month of said year, each owner shall be obligated to pay to the Association or as it may direct one-twelfth (1/12th) of the assessment made pursuant to this paragraph. On or before the date of annual meeting in each calendar year, the Association shall supply to all owners, upon request, an itemized accounting of the maintenance expenses actually incurred for in the preceeding calendar year, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each owner's percentage of ownership in the Common Areas and Facilities to the next monthly installments due from owners during the current year's estimate, until exhausted. Any net shorage shall be added according to each owner's percentage of ownership in the Common Areas and Facilities to the installments due in the succeeding six (6) months after rendering of the accounting.

5.3. Reserve for Contingencies and Replacements. The Association shall build up and maintain a reasonable reserve for contingencies and replacement. Extraordinary expenditures not original included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If said reserve proves inadequate for any reason, including non-payment of any owner assessment, the same shall be assessed to the owners according to each owner's percentage of ownership in the Common Areas and



Facilities. The Association shall serve notice of such further assessment on all owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the first monthly maintenance payment which occurs more than ten (10) days after the delivery or mailing of such notice of further assessment. All owners shall be obligated to pay the adjusted monthly amount.

5.4. Budget for First Year. When the First Board of Trustees elected hereunder takes office, the Association shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the owners during period as provided in 5.2. of this Article V.

5.5. Failure to Prepare Annual Budget. The failure or delay of the Board of Trustees to prepare or serve the annual or adjusted estimate on the owner shall not constitute a waiver or release in any manner of such owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined. The absence of any annual estimate or adjusted estimate, the owners shall continue to pay the monthly maintenance charge at the existing monthly rate established for the previous period until the first monthly maintenance payment which occurs more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

5.6. Books and Records of Association. The Association shall keep full and correct books of account and the same shall be open for inspection by an owner or any representative of any owner duly authorized in writing, at reasonable times and upon request by an owner. Upon ten (10) days notice to the Board of Trustees and upon 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 owner.

5.7. Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated therein. Except for such special assessments as may be levied hereunder against less than all of the owners and for such adjustments as may be required to reflect delinquent or prepared assessments all funds collected hereunder shall be deemed to be held for the use, benefit and account of all owners in proportion to each owner's percentage ownership in the Common Areas and Facilities as provided in the Declaration.

5.8. Annual Audit. The Books of the Association shall be audited once a year by the Board of Trustees, and such audit shall be completed prior to each annual meeting. If requested by four members of the Board of Trustees, such audit shall be made by a Certified Public Accountant. In addition and at any time, if requested by the owners of a majority of the units, including Declarant, the Board of Trustees shall cause an additional audit to be made. The entire expense of such additional audit shall be paid solely by those owners who requested it.



5.9. Remedies for Failure to Pay Assessments. If an owner is in default in the monthly payment of the aforesaid charges or assessment for thirty (30) days, the members of the Board of Trustees may bring suit for and on behalf of themselves and as representatives of all owners, to enforce collection thereof or to foreclose the lien therefor as provided in the Declaration. There shall be added to the amount due the costs of said suit, together with legal interest, late charges and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by the Declaration, any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, late charges, costs and fees as above provided, shall be and become a lien or charge against the unit ownership of the owner involved when payable. This lien may be foreclosed by an action brought in the name of the Board of Trustees or the Association as in the case of foreclosure of liens against real estate, as provided in the Declaration. As provided in the Declaration, the members of the Board of Trustees and their successors in office acting on behalf of the other unit owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Any encumbrancer may from time to time request in writing a written statement from the Board of Trustees setting forth the unpaid common expenses with respect to the unit covered by his encumbrance and unless the request shall be complied within ten (10) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien on such encumbrance. Any encumbrancer holding a lien on a unit may pay any unpaid common expenses payable with respect to such unit and upon such payment such encumbrancer shall have a lien on such unit for the amounts paid at the same rank as the lien of his encumbrance.

In addition to and not in lieu of the other remedies for default provided in this Article V and elsewhere in the Declaration and By-Laws, the Board of Managers shall have the right to restrict or to terminate the use of the recreational areas and/or community facilities which are a part of the Condominium Property of which unit owners have the right to use by and Unit owner who is in default under this Article V or by member of his family or by any of his tenants, guests or invitees. The Board of Managers shall also have the right to restrict or to terminate the right to exclusive use of any Limited Common Areas and Facilities by any one or more of the people described in the immediately preceding sentence in the event of such a default.



ARTICLE VI

GENERAL PROVISIONS

6.1. Declarant's Rights Pending Sale of Seventy-Five Percent (75%) of Unit Ownerships. Until such time as the Association is formed, and until such time thereafter as Declarant shall have consummated the sale of seventy-five percent (75%) of all unit ownerships or five years following the filing of the Declaration, whichever time shall first occur, the powers, rights, duties and functions of the Association and its Board of Trustees shall be exercised by a majority of the Board who shall be selected by Declarant.

6.2. Copies of Notice to Mortgage Lenders. Upon written request to the Board of Trustees, the holder of any duly recorded mortgage or trust deed against any unit ownership shall be given a copy of any and all notices permitted or required by the Declaration or these By-Laws to be given to the owners or owners whose unit ownership is subject to such mortgage or trust deed even if such owner or owners has waived the right to receive such notice.

6.3. Service of Notice on the Board of Trustees. Notices required to be given to the Board of Trustees or to the Association may be delivered to any member of the Board of Trustees or officer of the Association either personally or by certified mail addressed to such members or officers at his residence address.

6.4. Service of Notices on Devisees and Personal Representatives. Notices required to be given any devisee or personal representative of a deceased owner may be delivered either personally or by certified mail to such party as his, her or its address appears on the records of the Court wherein the estate of such deceased owner is being administered.

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

6.6. Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedure established in the Declaration and these By-Laws shall be deemed to be binding on all unit owners, their successors, heirs and assigns.

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



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

IN WITNESS WHEREOF, we, being all of the Trustees of the above named association have hereunto set our hand this 20<sup>th</sup> day of June, 1981.

[Signature]  
[Signature]  
[Signature]

RECORDED & INDEXED  
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