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J. Berkemer



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AMENDED BY THE

BROAD-BRUNSON PLACE CONDOMINIUM

UNIT OWNERS' ASSOCIATION

28728

ARTICLE 1 - NAME AND PURPOSE

The name of this Association shall be Broad-Brunson Place Condominium and its sole purpose shall be to manage, govern and control Broad-Brunson Place Condominium in accordance with and to carry out the purpose and intent of Chapter 5311 of the Ohio Revised Code.

ARTICLE 1A - MEMBERSHIP

Section 1. Each UNIT OWNER shall be a member of Broad-Brunson Place Condominium Unit Owners' Association. "Unit" shall mean or refer to those individual parcels of real property and appurtenances submitted as a "Unit" to the provisions of Chapter 5311 of the Revised Code of Ohio. "Unit Owner" shall mean and refer to the person or persons, natural or artificial, owning the fee simple estate in a Unit.

ARTICLE 111 - VOTERS

Section 1. Each UNIT OWNER shall have voting power in proportion to such Unit Owner's percentage of interest in the common areas and facilities.

Section 2. This voting power can be exercised by the owner, or owners, of a Unit, his or her heirs, assigns or personal representatives.

ARTICLE IV - MEETINGS

Section 1. There shall be an annual meeting of the Unit Owners held in Franklin County, Ohio, within the first twenty-one days of January of each year at a place and time determined by the Board of Managers then in office.

Section 2. At the annual meeting the Unit Owners shall elect the necessary member or members to the Board of Managers for the year ensuing.

Section 3. At the annual meeting any matters concerning the welfare of the Broad-Brunson Place Condominium may be decided and referred to the Board of Managers for proper action.

Section 4. At the annual meeting the President, Vice-President, and Secretary-Treasurer shall submit reports in writing for the year just ending, which reports shall be read to the Unit Owners. Such reports shall be approved or disapproved and shall be duly noted by the Secretary-Treasurer in the minutes. The Secretary-Treasurer shall also

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submit a budget of anticipated revenue and expense for the coming year, which the Unit Owners shall approve, disapprove, or amend.

Section 5. Special meetings may be called by the President, Vice-President, or Secretary-Treasurer or by Unit Owners constituting at least twenty-five percent (25%) of the voting power by written notice mailed to each Unit Owner at least five days before the time and place as shown in such notice. Notice of such meeting may be waived in writing.

Section 6. Annual and Special Meetings shall be presided over and conducted by the President, or in his absence, the Vice-President, or Secretary-Treasurer in that order.

Section 7. To constitute a quorum at the Annual or any Special Meeting at least fifty percent (50%) of the voting power must be present at such meeting.

#### ARTICLE V - BOARD OF MANAGERS

Section 1. The Unit Owners Association shall be governed by a Board of Managers consisting of five members, each shall be the owner of an interest in a Unit of the Condominium property.

Section 2. The first Board of Managers shall consist of three members for respective terms of three years, two years and one year and as the term of each such member expires his successor shall be elected for a term of three years so that the term of one member expires annually. Each Board Member shall hold office until the expiration of the term for which he shall have been elected and shall continue in office until his successor shall have been duly elected and qualified. At the annual meeting to be held in January, 1968, two additional members shall be elected in the same manner as provided in this Section for the election of successors of the original Board Members.

Section 3. The member or members of the Board of Managers shall be elected at the annual meeting of the Unit Owners and shall be elected by a plurality of members present.

Section 4. In case of any vacancy in the Board of Managers through death, resignation or disqualification, the remaining Managers, though less than a majority of the whole Board, by affirmative vote of a majority shall elect a successor to hold office for the unexpired portion of the term

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of the Manager whose place shall be vacant and until the election and qualification of a successor.

Section 5. A majority of the Managers in office at the time shall constitute a quorum at all meetings thereof.

Section 6. The Board of Managers may hold its meetings at such place or places within the County of Franklin in the State of Ohio, but not elsewhere, as the Board may from time to time determine.

Section 7. Managers, as such, shall not receive any stated salary for their services but, on vote of not less than seventy-five percent (75%) of the voting power of the Unit Owners' Association, may receive a fixed sum for expenses of attendance, if any, at such meeting, regular or special, provided that nothing herein contained shall be construed to preclude any Manager from serving the Association in any capacity and receiving compensation therefore.

Section 8. Meetings of the Board of Managers shall be held on such dates as the Board may designate and shall be called by the Secretary-Treasurer and held at the request of the President or any two of the members of the Board of Managers.

#### ARTICLE VI - OFFICERS

Section 1. At the first meeting of the Board of Managers in each year (at which a quorum shall be present) held next after the annual meeting of the Unit Owners' Association, the Board of Managers shall elect officers of the Association and designate and appoint such subordinate officers and employees as it shall determine. They may also employ a managing agent or custodian and define his salary and duties.

Section 2. The officers of the Association shall be a President, Vice-President, and Secretary-Treasurer, all of whom shall be members of the Board of Managers. They shall be elected for a term of one year by the Board of Managers and serve until their successors are elected and qualified.

Section 3. Any officer or employee elected or appointed by the Board of Managers, other than that of a Board Member, may be removed at any time upon a vote of the majority of the whole Board of Managers.

Section 4. The President shall conduct all meetings of the Association and the Board of Managers, the Vice-President shall act in the absence of the President, and the Secretary-Treasurer in the absence of both and

the Secretary-Treasurer shall keep the minutes of the Association and Board of Manager meetings, shall handle the financial affairs of the Association including deposits of funds, and shall write and sign checks for the legitimate expenses of the Association as authorized by the Board of Managers, and prepare and maintain the records required by Revised Code Section 5311.09.

ARTICLE VII - COMMON EXPENSES, PROFITS AND LOSSES

Section 1. Common expenses shall include, but not be limited to, fire and extended coverage insurance on community or Condominium owned property, water, electricity in common areas but not in Units, liability insurance for tenants and Unit owners, cost of administration, maintenance, repair, rehabilitation and replacement of common areas and facilities and such other items as may from time to time be determined by a majority vote of the Board of Managers and approved by the Unit Owners' Association.

Section 2. The Board of Managers shall from time to time determine the financial requirements to defray the common expenses set forth in Article VII, Section 1, and make an assessment to be paid by the owner of owners of each unit each month to the Secretary-Treasurer of the Association for meeting such common expenses in accordance with each Unit Owner's percentage of interest in common areas and facilities. The Board of Managers may incur expenses and enter into contracts binding upon the Unit Owners' Association so long as such debts and obligations were approved at the Annual Meeting in accordance with Article IV, Section 4; at a Special Meeting convened in accordance with Article IV, Section 5; or so long as each such expense or expense does not foreseeably exceed a total expenditure of Five Hundred Dollars (\$500.00) for the remainder of the fiscal year. The Board of Managers may expend Association funds up to and including Five Hundred Dollars (\$500.00) on any one item without previous approval of the Unit Owners' Association. Any expense, contract or obligation incurred by the Board of Managers without previous approval of the Unit Owners' Association shall be at the Board's peril.

Section 3. Common profits and common losses defined by Ohio Revised Code Section 5311.01 shall be distributed to and borne by the respective Unit Owners in proportion to his percentage of interest in common areas and facilities. Such common profits and losses, if any, shall be determined

by the Board of Managers at the end of each year and such common profits may be distributed or retained as a reserve by a majority decision of the Board of Managers. Common losses shall be recovered by assessment in accordance with Article VII, Section 2, and charged and assessed on each Unit. Any such assessment shall be a charge on the Unit assessed and a continuing lien on that Unit from the time the same is due. In addition, such assessment shall be the personal obligation of the Unit Owner at the time when the assessment becomes due. Any such assessment shall become due and a lien on such date as the Board of Managers set, provided notice thereof is delivered to each Unit Owner or to his last known place of address by the Board of Managers or by its Secretary-Treasurer at least thirty days (30) prior to the date the same is due.

Section 4. The Board of Managers may retain and pay a qualified accountant to handle the collection of all assessments, keeping of all records and payment of obligations of the Association. If such accountant is so retained as herein provided, his work shall be under the supervision of the Secretary-Treasurer and he shall be accountable to the Board of Managers.

#### ARTICLE VIII - ADMINISTRATIVE RULES AND REGULATIONS

Section 1. The Board of Managers may adopt administrative rules and regulations governing the use and operation of Condominium property not in conflict with the Declaration or these By-Laws and Amendments thereto by a vote of a majority of the members of the Board. Such Administrative Rules and Regulations shall be recorded with the Secretary-Treasurer and shall be sent to each Unit Owner by registered mail prior to the effective date of their application.

Section 2. Such Rules and Regulations may be amended from time to time by a majority vote of the members of the Board of Managers or by a vote of at least seventy-five percent (75%) of the voting power of the Unit Owners' Association at the Annual Meeting or at a Special Meeting of the same.

#### ARTICLE IX - USE OF UNIT AND COMPLIANCE WITH BY-LAWS

Section 1. Each unit shall be used and occupied only as a private dwelling by the owner or his tenant. Each unit or any part thereof shall not be used for any other purpose. Each owner or any other occupant of

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the unit shall respect the comfort and peace of mind of his neighbors, as well as other occupants of the Condominium. Each owner shall not do, or permit to be done, or keep in the Unit, anything which will increase the rate of fire insurance for the Condominium, or do or suffer to be done any act or thing which shall be a nuisance, annoyance, inconvenience, or damage to the unit or any occupants of the Condominium.

Section 2. Each Unit Owner shall abide by the provisions of the By-Laws and Amendments thereto of the Unit Owners' Association, the Administrative Rules and Regulations as promulgated under Article VIII above, the Declaration of the Condominium, as well as Chapter 5311 of the Ohio Revised Code and any amendments thereto, and each owner shall use his unit and sell and convey the same, exercise the privilege of being an owner only in a way which will not violate any of the provisions of the By-Laws, Administrative Rules and Regulations, as amended from time to time, or any of the provisions of the Declaration of the Condominium.

#### ARTICLE X - UNIT OWNERSHIP

Section 1. Ownership of a Unit includes the right to exclusive possession, use and enjoyment of the surfaces of all its perimeter walls, floors and ceilings, and of all supporting walls, fixtures, and other parts of of the building within its boundaries, as well as the garage space assigned to the Unit, including the right to paint, tile, wax, paper, or otherwise finish, refinish or decorate the same.

Section 2. Each Unit shall be subject to the right of access for the purpose of maintenance, repair, or service of any common area and facility located within its boundaries or of any portion of the Unit itself by persons so authorized by the Board of Managers of the Unit Owners' Association. No maintenance, repair or other service of any portion of a Unit shall be authorized, however, unless the same is necessary in the opinion of the Board of Managers for public safety or in order to prevent damage to or destruction of or preserve any other part of the Condominium property.

#### ARTICLE XI - SALES, LEASES AND MORTGAGES OF UNITS

Section 1. No Unit Owner may sell or lease his apartment Unit or any interest therein except by complying with the following provisions:

any Unit Owner who receives a bona fide offer for the sale of his Unit together with all the undivided interest in the common elements appurtenant thereto, or the interest of such Unit Owner in any apartment units thereto, or proceeds by the Board of Managers, or its designee, on behalf of all Unit Owners, or the proceeds of sale or lease thereof, if any, and (iii) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively called "Appurtenant Interests"), or a bona fide offer for the lease of his Unit, (hereinafter called an "Outside Offer"), which he intends to accept, shall give notice to the Board of Managers of such offer and of such intention, the name and address of the proposed purchaser or lessee, the terms of the proposed transaction and such other information as the Board of Managers shall reasonably require, and shall offer to sell such Unit, together with Appurtenant Interests, or to lease such Unit, to the Board of Managers, or its designee, corporate or otherwise, on behalf of the owners of all other Units, on the same terms and conditions as contained in such Outside Offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner or Owners who has received such offer, to the Board of Managers on behalf of the other Unit Owners, that such Unit Owner or Owners believes the Outside Offer to be bona fide in all respects. Within thirty (30) days after receipt of such notice, the Board of Managers may elect, by notice to such Unit Owner or Owners, to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise), on behalf of all other Unit Owners, on the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering Unit Owner or Owners. In the event the Board of Managers shall elect to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, or cause the same to be purchased or leased by its designee, corporate or otherwise, title shall close at the office of the Attorneys for the Condominium within forty-five (45) days after the giving of such notice by the Board of Managers of its election to accept such offer. At the closing, the Unit Owner, if such Unit, together with Appurtenant Interests, is to be sold, shall convey the same to the Board of Managers, or to its designee, on behalf of all other Unit Owners, by deed in conformity with the laws

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of the State of Ohio. In the event such Unit is to be leased, the offering Unit Owner shall execute and deliver to the Board of Managers, or to its designee, a Lease between the offering Unit Owner, as landlord, and the Board of Managers, or its designee, as tenant, covering such Unit, on the terms and conditions contained in such Outside Offer. In the event the Board of Managers or its designee shall fail to accept such offer within thirty days as aforesaid, the offering Unit Owner shall be free to contract to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, within sixty days (60) after the expiration of the period in which the Board of Managers or its designee might have accepted such offer, to the Outside Offeror, on the terms and conditions set forth in the notice from the Offering Unit Owner to the Board of Managers of such Outside Offer. Any such deed to an Outside Offeror shall provide that the acceptance thereof by the Grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time. Any such lease shall be consistent with these By-Laws, Rules and Regulations, and provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Managers, that the tenant shall not sublet the demised premises, or any part thereof, without the prior consent in writing of the Board of Managers, and that the Board of Managers shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. Except as hereinbefore set forth, the form of any such lease shall be the then current form of apartment lease recommended by the Real Estate Board of the City of Columbus, Ohio, with such modifications as shall be approved, in writing, by the Board of Managers. In the event the offering Unit Owner shall not, within such sixty (60) day period contract to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the Outside Offeror on the terms and conditions contained in the Outside Offer, or if the Unit Owner shall so contract to sell or lease his Unit within such sixty (60) days period, but such sale or lease shall not be consummated pursuant to the terms of such contract, then should such offering Unit Owner thereafter elect to sell such Unit, together with



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Appurtenant Interests; or to lease such Unit, as the case may be, to the same or another outside offeror on the same or other terms and conditions, the offering Unit Owner shall be required to again comply with all of the terms and conditions of this section.

Any purported sale or lease of a Unit in violation of this section shall be void and without force or effect.

Section 2. The Board of Managers shall not exercise any option hereinabove set forth to purchase or lease any Unit without prior approval of at least seventy-five (75%) percent of the Unit Owners.

Section 3. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Section 4. The right of first refusal contained in Section 1 of this Article XI, may be released or waived by the Board of Managers in which event the Unit, together with the Appurtenant Interests, may be sold, conveyed, or leased, free and clear of the provisions of such Section provided that all other conditions of the By-Laws and Declaration of the Condominium are adhered to and followed.

Section 5. A certificate, executed and acknowledged by the Secretary of the Condominium, stating that the provisions of this Article have been met by a Unit Owner, or have been duly waived by the Board of Managers, and that the rights of the Board of Managers thereunder have terminated, shall be conclusive upon the Board of Managers and the Unit Owners in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Unit Owner who has in fact complied with the provisions of this Article, or in respect to whom the provisions of such Section have been waived, upon request, at a reasonable fee, not to ex-

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ceed ten dollars (\$10,00).

Section 6. Acquisition of Units by the Board of Managers, or its designee, on behalf of all Unit Owners, may be made from the working capital and common charges in the hands of the Board of Managers, or if such funds are insufficient, the Board of Managers may levy an assessment against each Unit Owner in proportion to his ownership in the common elements, as a common charge, which assessment shall be enforceable in the same manner provided in Article VII of these By-Laws, or the Board of Managers in its discretion, may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the Board of Managers.

Section 7. Any Unit Owner shall be free to convey or transfer his Unit by gift, or to devise his Unit by will, or pass the same by intestacy, sale or otherwise to a member of his family, within the framework of these By-Laws without granting first option to the Board of Managers and without securing the approval of the Board of Managers of such conveyance to such person in the Unit Owners' Family. The term "Member of Unit Owner's Family" shall mean the wife or husband of the Unit Owner and any children, brothers, sisters, or parents of the Unit Owner, along with such other categories of relationship to the Unit Owner as the Board of Managers may hereafter establish by regulation.

Section 8. In the event that an Unit shall be acquired by the Board of Managers, or its designee, on behalf of all Unit Owners as tenants in common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

Section 9. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit until he shall have paid in full to the Board of Managers all unpaid common charges theretofore assessed by the Board of Managers against his Unit, except permitted mortgages.

Section 10. No Unit Owner shall mortgage his Unit except by first mortgage made to a bank, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender, or by purchase money mortgage to the sponsor. Any such mortgage shall be substantially in the form on file with the Board of Managers, except for such

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Provisions may be legally necessary in order to permit the particular lending institution lender to make the mortgage loan, or to the extent permitted by the Board of Managers with the written approval of those mortgagees holding mortgages constituting first liens upon the unit.

ARTICLE XII - CONDEMNATION, FIRE LOSS, DESTRUCTION, OBsolescence AND REHABILITATION

Section 1. In the event of the taking in condemnation or by eminent domain all or part of the common elements of the Condominium, the award shall be made payable to the Board of Managers and shall be distributed to the Unit Owners in proportion to his percentage of interest in common areas as provided in Article VII, Section 3.

Section 2. Loss by fire or destruction of all or part of the Common Elements, in such an event the insurance award shall be made payable to the Board of Managers. If seventy-five percent (75%) or more of the Unit Owners duly and promptly approve the repair and restoration of such common elements, the Board of Managers shall arrange for such repair and restoration. In the event seventy-five percent (75%) of Unit Owners should disapprove such repair or restoration, the Board of Managers shall distribute the award as provided in Article VII, Section 3. Change occasioned by obsolescence abandonment of a Unit or of the entire Condominium shall be effected as provided by Chapter 5311 of the Ohio Revised Code, as amended from time to time.

Section 3. In the event any Unit Owner allows the exterior of his Unit or the garage assigned to his Unit to reach a state of disrepair, including painting, to the extent that it endangers other Units or Common Elements, becomes a Public hazard, or detracts materially from the appearance of the entire Condominium, the Board of Managers, upon majority vote, shall notify the offending Unit Owner in writing of the necessity of such repair, rehabilitation or painting as the case may be. If said Unit Owner fails to have such repair, rehabilitation or painting done within a reasonable period of time the Board of Managers shall, by a majority vote of the Unit Owners' Association, cause same to be done and assess the individual Unit Owner the full amount of the cost.

ARTICLE XIII - NOTICES AND DEMANDS

Section 1. Any notice by the Board of Managers to a Unit Owner shall be deemed to be duly given, and any demand upon him shall be deemed by him

to have been duly made, if delivered in writing to him personally, or if mailed by registered or certified mail in any post office, addressed to him at the unit owned by such Unit Owner, and any notice by a Unit Owner to the Board of Managers shall be deemed to be duly given and any demand upon the Board of Managers shall be deemed to have been duly made, if in writing and delivered personally to an officer of the Unit Owners' Association.

Section 2. In the event that legal expenses are incurred by the Board of Managers in the collection of delinquent payments of common expenses or special assessments, such legal expenses shall be assessed against such delinquent Unit Owner.

Section 3. In the event a Unit Owner is delinquent in the payment of his common expenses or special assessments for a period of sixty (60) days or more, such Unit Owner shall lose his voting privileged at both regular and special meetings until such time as his account becomes current to the satisfaction of the Board of Managers.

ARTICLE XIV - REMEDIES FOR VIOLATION OF BY-LAWS, ETC.

Section 1. All Unit Owners, their tenants, and all persons lawfully in possession and control of any part of the Condominium property shall comply with all covenants, conditions, and restrictions set forth in the deed to which they are subject and in the Declaration, these By-Laws, the Administrative Rules and Regulations, and all amendments thereto. Violations thereof shall be grounds for action for damages or injunctive relief, or both, and may be brought by the Unit Owners' Association, by the Board of Managers for the Unit Owners' Association, by a Unit Owner or Owners, or both.

ARTICLE XV - AMENDMENTS

These By-Laws may be amended from time to time at an annual or special meeting of the Unit Owners Association by an affirmative vote of not less than seventy-five percent (75%) of the Unit Owners in terms of such Unit Owner's percentage of interest in the common areas and facilities who are eligible to vote.

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APPROVED this 2nd day of Nov 1971

1971

W. J. [unclear] living at 176 East 1st St.  
[unclear] living at 1494 1/2 Brunson Ave.  
[unclear] living at 1801 E. 1st St. Okla.  
[unclear] living at 31 3/4 E. 1st St. Okla.  
[unclear] living at 16 Brunson Ave. Okla.  
[unclear] living at 31 1/2 E. 1st St. Okla.  
[unclear] living at 28 Brunson Ave. Okla.  
[unclear] living at 42 Brunson Ave.  
[unclear] living at 24 Brunson Ave.  
[unclear] living at 40 Brunson Ave.  
[unclear] living at 20 Brunson Ave.  
[unclear] living at 1778 E. Broad St.  
[unclear] living at 1795 E. Long St.  
Robert Littlehale living at 15 Brunson Ave. Okla.  
Joseph L. White living at 44 Brunson Ave. Okla.  
 \_\_\_\_\_ living at \_\_\_\_\_  
 \_\_\_\_\_ living at \_\_\_\_\_

and being 75% of the Unit Owners of Broad-Brunson Place Condominium.

(Date)

November 3, 1971

I hereby certify that the foregoing is a true copy of the By-Laws of the Broad Brunson-Place Condominium, duly adopted by more than 75% of the voting power of all Unit Owners.

[Signature]  
Secretary-Treasurer

(NS)

Make Ref. D.B 2507- P. 493.

Received NOV 17 1971 At 10:30 O'Clock A.M.  
 Recorded NOV 19 1971 In Franklin County  
 JAMES A. SCHAEFER, Recorder  
 Recorder's Fee \$ 1.50