

OR1577- 740

**EXHIBIT C**

**BY-LAWS**

**OF**

**THE STONE CREEK LANE CONDOMINIUM ASSOCIATION, INC.**

**A Nonprofit Ohio Corporation**

BY-LAWS  
OF  
STONE CREEK LANE CONDOMINIUM ASSOCIATION, INC.  
A Nonprofit Ohio Corporation

INDEX

	<u>Item and Section</u>	<u>Page</u>
ARTICLE I	GENERAL . . . . . 1. Preliminary Statement of Scope and Effect . . . . . 2. Name . . . . . 3. Principal Office . . . . . 4. Definitions . . . . .	1 1 1 1
ARTICLE II	THE ASSOCIATION . . . . . 1. Membership . . . . . 2. Voting Rights . . . . . 3. Proxies . . . . . 4. Meeting of Members . . . . .	2 2 2 3
ARTICLE III	BOARD OF TRUSTEES . . . . . 1. Board of Trustees . . . . . 2. Number and Qualification . . . . . 3. Election of Trustees; Vacancies . . . . . 4. Term of Office; Resignations . . . . . 5. Organization Meeting . . . . . 6. Regular Meetings . . . . . 7. Special Meetings Notice . . . . . 8. Quorum; Adjournment . . . . . 9. Removal of Trustees . . . . . 10. Compensation . . . . . 11. Regulations . . . . . 12. Powers and Duties . . . . . 13. Committees . . . . .	4 4 5 5 5 6 6 6 6 7 7 7 7
ARTICLE IV	OFFICERS . . . . . 1. General Provisions . . . . . 2. Term of Office . . . . . 3. No Compensation to Officers . . . . .	8 8 8 8
ARTICLE V	DUTIES OF OFFICERS . . . . . 1. President . . . . . 2. Vice Presidents . . . . . 3. Secretary . . . . .	8 8 9 9

UH1511-141

	<u>Item and Section</u>	<u>Page</u>
	4. Treasurer . . . . .	9
	5. Assistant and Subordinate Officers . . . . .	9
	6. Delegation of Authority and Duties; Control of Officers . . . . .	9
	7. Fidelity Bonds . . . . .	10
<b>ARTICLE VI</b>	<b>INDEMNIFICATION . . . . .</b>	<b>10</b>
	1. Indemnification of Trustees and Officers . . . . .	10
	2. Advance of Expenses . . . . .	10
	3. Indemnification Not Exclusive; Insurance . . . . .	10
	4. Indemnification by Unit Owners . . . . .	11
<b>ARTICLE VII</b>	<b>FISCAL YEAR . . . . .</b>	<b>11</b>
<b>ARTICLE VIII</b>	<b>GENERAL POWERS OF THE ASSOCIATION . . . . .</b>	<b>11</b>
	1. Payments as Common Expenses . . . . .	11
	2. Capital Additions, Alterations and Improvements . . . . .	13
	3. Association's Rights to Enter Unit . . . . .	14
	4. No Active Business to be Conducted for Profit . . . . .	14
	5. Miscellaneous Income . . . . .	14
	6. Special Services . . . . .	14
	7. Delegation of Duties . . . . .	14
	8. Acquisition, Lease, Sale or Exchange of Real Property . . . . .	15
	9. Applicable Laws . . . . .	15
<b>ARTICLE IX</b>	<b>RULES AND REGULATIONS . . . . .</b>	<b>15</b>
<b>ARTICLE X</b>	<b>ASSESSMENTS . . . . .</b>	<b>16</b>
	1. Determination of Assessments . . . . .	16
	2. Notice and Payment of Assessments . . . . .	16
	3. Preparation of Budget, Assessments . . . . .	16
	4. Reserve for Contingencies and Replacements . . . . .	17
	5. Failure to Prepare Annual Budget or Make Current Assessments . . . . .	18
	6. Status of Funds Collected by Association . . . . .	18
	7. Books and Records of Association . . . . .	18
	8. Annual Review . . . . .	18
	9. Security Deposits from Certain Unit Owners . . . . .	19
<b>ARTICLE XI</b>	<b>AMENDMENT . . . . .</b>	<b>19</b>
	1. Requirement for Adoption . . . . .	19
	2. Form of Amendment Proposals . . . . .	19
	3. Nonmaterial Errors of Omissions . . . . .	20

	<u>Item and Section</u>	<u>Page</u>
ARTICLE XII	MISCELLANEOUS PROVISIONS . . . . .	20
1.	Copies of Notice to Mortgagees . . . . .	20
2.	Service of Notices on the Board . . . . .	20
3.	Service of Notices on Devisees and Personal Representatives . . . . .	20
4.	Non-Waiver of Covenants . . . . .	20
5.	Agreements Binding . . . . .	20
6.	Notices of Mortgages . . . . .	20
7.	Rights of Mortgagee . . . . .	20
8.	Owner's Agreement . . . . .	21
9.	Severability . . . . .	21
10.	Perpetuities and Restraints on Alienation . . . . .	21
11.	Construction . . . . .	21
12.	Captions . . . . .	21

OR 1577-743

OR1577- 744

BY-LAWS  
OF  
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A Nonprofit Ohio Corporation

ARTICLE I

GENERAL

Section 1. Preliminary Statement of Scope and Effect. The within By-Laws are attached to the Declaration of Condominium Ownership for The Stone Creek Lane Condominium (the "Declaration") pursuant to the provisions of Chapter 5311 of the Ohio Revised Code. The purpose hereof 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 the within By-Laws. All present or future owners or tenants or their employees, or any other person occupying or using the facilities of the Condominium Property in any manner shall be subject to the covenants, provisions and regulations contained in the Declaration and the within By-Laws and shall be subject to any restriction, condition or regulation hereafter adopted by the Board of Trustees of the Association (the "Board"). 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 the within By-Laws.

Section 2. Name. The name of the Association shall be "The Stone Creek Lane Condominium Association, Inc.", a nonprofit Ohio Corporation herein called the "Association".

Section 3. Principal Office. The principal office of the Association shall be at such place as may be subsequently designated by the Board. All books and records of the Association shall be kept at the principal office.

Section 4. Definitions. As used herein, terms defined in the Declaration shall mean the same herein. The term "Trustee" shall mean "Manager" and the terms "Board of Trustees" or "Board" shall mean "Board of Managers" within the meaning of and as referred to in Chapter 5311 of the Ohio Revised Code.

## ARTICLE II

### THE ASSOCIATION

Section 1. Membership. Each Unit Owner, upon acquisition of title to a Unit, shall automatically become a member of the Association. Membership may be held in the name of more than one Owner. 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.

Section 2. Voting Rights. There shall be one vote for each of the Units comprising the Condominium Property. If more than one person shall own a Unit, they shall be entitled collectively to cast only one vote exercising the voting power of such Unit inasmuch as such voting power may not be divided among plural owners, and in the case of plural ownership of a Unit, or in the case of the Unit owned or held in the name of a corporation, partnership, fiduciary or nominee, a Certificate signed by the Unit Owners shall be filed with the Secretary of the Association naming the person authorized to cast votes for such Unit, which Certificate shall be conclusive until a subsequent substitute Certificate is filed with the Secretary of the Association. If a Unit shall be owned by a husband and wife as tenants in common, joint tenants or tenants by the entireties, no Certificate need be filed with the Secretary of the Association naming the person authorized to cast votes for such Unit, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the members, unless prior to such meeting either spouse has notified the Secretary of the Association in writing that there is disagreement as to who shall represent their Unit at the meeting, in which case the Certificate requirement set forth above shall apply and, if no Certificate is filed with respect to such Unit and they are unable to agree upon their ballot on any subject at any meeting, they shall lose their right to vote on such subject.

Section 3. 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 to act on his or their behalf shall be made in writing to the Board, shall be filed with the Secretary, and shall be revocable at any time by actual notice to the Board by the member or members making such designation. Notice to the Board 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.

Section 4. Meetings of Members.

(a) Annual Meeting. The annual meeting of members of the Association for the election of members of the Board, 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 such time and at such place within a ten mile radius of the Condominium Property as may be designated by the Board and specified in the notice of such meeting. The annual meeting shall be held on the second quarter of each year.

(b) Special Meeting. 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 the Association by action at a meeting or by a majority of the Trustees acting without a meeting or by members entitled to exercise at least twenty-five percent (25%) of the voting power 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 seven (7), nor more than sixty (60) days after the 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 such time and shall be held at such place within a ten mile radius of the Condominium Property as shall be specified in the notice of meeting. Calls for such meetings shall specify the purposes for which such meeting is requested. No business other than that specified in the call and set forth in the notice shall be considered at any special meeting.

(c) Notice of Meetings. Not less than seven (7), nor more than sixty (60) days before the day 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. Such notice shall be given by personal delivery or by mail to each member of the Association who is a Unit Owner of record as of the day preceding the day on which notice is given. If mailed, such notice shall be addressed to the members of the Association and others entitled to such notice 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 by any members of the Association, either before or after the holding of such meeting, 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 a majority 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 a majority 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 until a quorum shall be present.

(e) Order of Business at Regular Meetings. The order of business at all regular meetings of members of the Association shall be as follows:

- (1) Calling of meeting to order;
- (2) Proof of notice of meeting or waiver of notice;
- (3) Reading of minutes of preceding meeting;
- (4) Reports of officers;
- (5) Reports of Committees;
- (6) Election of Inspectors of Election;
- (7) Election of Trustees;
- (8) Unfinished and/or old business;
- (9) New Business;
- (10) Adjournment.

(f) Order of Business at Special Meetings. The business at each special meeting shall be that business specified in the notice thereof.

(g) 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 a writing or writings signed by members having the percentage of voting power required to take such action as if it had been taken at a meeting. Such writings shall be filed with the Secretary of the Association. A copy of such action when so approved shall be mailed promptly to all members of the Association.

### ARTICLE III

#### BOARD OF TRUSTEES

Section 1. Board of Trustees. The Board shall constitute for all purposes the Board of Managers referred to and provided for under Chapter 5311 of the Ohio Revised Code.

Section 2. Number and Qualification. The Board shall consist of five persons, each of whom must be an Owner and occupier of a Unit, except in the case of a Unit held by a corporation, partnership, fiduciary, or nominee, the designated representative thereof shall be eligible to serve as a member of the Board. If at any time, any one bank, savings and loan association, insurance company or other mortgagee shall hold first mortgages upon more than fifty percent (50%) of the Units, such mortgagee may designate its representative who shall be a sixth member of the Board as long as such situation exists. Such representative of a mortgagee need not be an owner or occupier of a Unit.

Section 3. Election of Trustee; Vacancies. The required Trustees shall be elected at each annual meeting of members of the Association, but when the annual meeting is not held or Trustees are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by written secret ballot whenever requested by any member; but unless such request is made, the election may be conducted in any manner approved at such meeting. 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 however caused. Persons receiving the votes of members entitled to exercise the greatest percentage of voting power shall be elected Trustees. The office of a Trustee who ceases to be qualified to serve as such shall automatically become vacant immediately thereupon. The remaining Trustees, though less than a majority of the authorized number of Trustees, shall, by a vote of a majority of their number, fill any vacancy for the unexpired term; provided, however, that any vacancy in the position of a representative of a mortgagee as provided in Section 2 of this Article III, shall be filled by such mortgagee.

Section 4. Term of Office; Resignations. Except as herein provided each Trustee shall hold office until the second annual meeting of the members of the Association following that at which he was elected and until his successor is elected, 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 or by 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. If possible, the number of Trustees elected shall be three in one year and two in the next year.

Section 5. Organization Meeting. Immediately after each annual meeting of members of the Association or special meeting held in lieu thereof, the newly elected Trustees and those Trustees whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting of Trustees need not be given.

Section 6. Regular Meetings. Regular meetings of the Board may be held at such times and places as shall be determined from time to time by majority of the Trustees, but at least four such meetings shall be held during each fiscal year. While regular board meetings are open, the Board shall determine whether or not the agenda allows time for unit owner input during such meetings.

Section 7. Special Meetings Notice. Special meetings of the Board may be held at any time upon call by the President or any two Trustees. Notice of the time, place and purposes of each special meeting shall be given to each Trustee by the Secretary or by the person or persons calling such meeting. Such notice shall state the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the Trustee receiving it may have reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been proper if given at least forty-eight (48) hours prior to the meeting. The giving of notice shall be deemed to have been waived by any Trustee who shall attend and participate in such meeting and may be waived, in writing or by telegram, by any Trustee either before or after such meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular or special meeting of the Board of Trustees.

Section 8. Quorum; Adjournment. A majority of the Board shall constitute a quorum for the transaction of business, except that a majority of the Trustees in office shall constitute a quorum for filling a vacancy on the Board. Whenever less than a quorum is present at the time and place appointed for any meeting of the Board, a majority of those present may adjourn the meeting from time to time until a quorum shall be present. At each meeting of the Board at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these By-Laws.

Section 9. Removal of Trustees. Except as otherwise provided herein, the Board may remove any Trustee and thereby create a vacancy in the Board if by order of court he has been found to be of unsound mind, or if he is physically incapacitated, adjudicated a bankrupt, or fails to attend three consecutive meetings of the Board. 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 mortgagee, may be removed with or without cause by the vote of members entitled to exercise a majority of the voting power of the Association, and a successor or successors to such Trustee. Trustees so removed may be elected at the same meeting for the unexpired term for each such removed Trustee. Any Trustee whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting prior to the vote of his removal.

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Section 10. Compensation. The Trustees shall not receive any salary or compensation for their services, as such; provided that nothing herein contained shall be construed to preclude any Trustee from having dealings with the Association in any other capacity and receiving compensation subject to approval by a majority vote of the Board, excluding the vote of the Trustee receiving said compensation.

Section 11. Regulations. For the government of its action and the Association, the Board may adopt such Regulations consistent with the Declaration and these By-Laws as they deem appropriate.

Section 12. Powers and Duties. Except as otherwise provided by law, the Declaration or these By-Laws, all power and authority of the Association shall be exercised by the Board. The Board shall be responsible for the maintenance, repair and replacement of the Common Areas and Facilities. In carrying out the purposes of the Association and subject to the limitations prescribed by law, the Declaration or these By-Laws, the Board, for and on behalf of the Association, may:

- (a) Purchase or otherwise acquire, lease as lessee, hold, use, lease as lessor, sell, exchange, transfer, and dispose of property of any description or any interest therein;
- (b) make contracts;
- (c) effect insurance;
- (d) borrow money, and issue, sell, and pledge notes, bonds, and other evidences of indebtedness of the Association provided that if such borrowing is in excess of \$25,000.00 the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association shall be obtained at a special meeting duly held for such purpose;
- (e) levy assessments against Unit Owners;
- (f) employ a managing agent to perform such duties and services as the Board may authorize; and
- (g) do all things permitted by law and exercise all power and authority within the purposes stated in the Declaration or incidental thereto.

Section 13. Committees. The Board may by resolution provide for such standing or special committees as it deems desirable, and discontinue the same at its discretion. Each such committee consisting of not less than three (3) members shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the Board. Each such committee shall keep full records and accounts of its proceedings and transactions. All action

by any such committee shall be reported to the Board at its meeting next succeeding such action and shall be subject to control, revision and alteration by the Board; provided that no rights of third persons shall be prejudicially affected thereby. Each such committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the Board, and it shall also meet at the call of the President of the Association or of any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 7 of this Article III relating to the notice required to be given of special meetings of the Board shall also apply to meetings of each such committee. A majority of the members of a committee shall constitute a quorum. Each such committee may act in writing or by telegram or by telephone with written confirmation, without a meeting, but no such action shall be effective unless concurred in by all members of the committee. Vacancies in such committee shall be filled by the Board or as it may provide.

#### ARTICLE IV

##### OFFICERS

Section 1. General Provisions. The Board shall elect a President, such number of Vice Presidents as the Board may from time to time determine, a Secretary and a Treasurer. The Board of Trustees may from time to time create such offices and appoint such other officers, subordinate officers and assistant officers as it may determine. The President and any Vice President who succeeds to the office of President shall be, but the other officers need not be, chosen from among the members of the Board. Any two of such offices, other than that of President and Vice President, may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

Section 2. Term of Office. The officers of the Association shall hold office during the pleasure of the Board, and unless sooner removed by the Board, until the organizational meeting of the Board following the next annual meeting of members of the Association and until their successors are chosen and qualified. The Board may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the Board of Trustees.

Section 3. No Compensation to Officers. None of the officers of the Association shall receive compensation for his services as such.

#### ARTICLE V

##### DUTIES OF OFFICERS

Section 1. President. The President shall be the chief executive officer of the Association, shall exercise supervision over the affairs of the Association and over its several officers, subject,

however, to the control of the Board, shall preside at all meetings of members and of the Board. The President shall have authority to sign all contracts, notes and other instruments requiring his signature; and shall have all the powers and duties prescribed by Chapter 5311 and such others as the Board may from time to time assign to him.

Section 2. Vice Presidents. The Vice Presidents shall perform such duties as are conferred upon them by these By-Laws or as may from time to time be assigned to them by the Board or the President. At the request of the President (or in his absence or disability, the Vice President designated by the Board) shall perform all the duties of the President, and when so acting, shall have all the power of the President. The authority of Vice Presidents to sign in the name of the Association all contracts, notes and other instruments, shall be commensurate with like authority of the President.

Section 3. Secretary. The Secretary shall keep minutes of all the proceedings of the members and Board of Trustees and shall have authority to sign all contracts, notes, and other instruments executed by the Association requiring his signature; give notice of meeting of members and Trustees; keep such books as may be required by the Board; and perform such other and further duties as may from time to time be assigned to him by the Board.

Section 4. Treasurer. The Treasurer shall have general supervision of all finances; he shall receive and be in charge of all money, bills, notes, documents and similar property belonging to the Association, and shall do with the same as may from time to time be required by the Board. He shall cause to be kept adequate and correct accounts of the business transactions of the Association, including accounts of its assets, liabilities, receipts, expenditures, profits and losses, together with such other accounts as may be required, and upon the expiration of his term of office shall turn over to his successor or to the Board all property, books, documents and money of the Association in his hands; and he shall perform such other duties as from time to time may be assigned to him by the Board.

Section 5. Assistant and Subordinate Officers. The Board may appoint such assistant and subordinate officers as it may deem desirable. Each such officer shall hold office during the pleasure of the Board, and perform such duties as the Board may prescribe. The Board may, from time to time, authorize any officer to appoint and remove subordinate officers and to prescribe their authority and duties.

Section 6. Delegation of Authority and Duties; Control of Officers. In the absence of any officer of the Association, or for any other reason the Board may deem sufficient, the Board may delegate the powers or duties, or any of them, of such officers, to any other officer or to any Trustee or the managing agent. In addition, the

Board is authorized generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

Section 7. Fidelity Bonds. The Board shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association and shall be a common expense.

## ARTICLE VI

### INDEMNIFICATION

Section 1. Indemnification of Trustees and Officers. The Association shall indemnify any Trustee or officer or any former Trustee or officer of the Association against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement actually and necessarily incurred by him in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he is or may be made a party by reason of being or having been such Trustee or officer, provided it is determined in the manner hereinafter set forth, (a) that such Trustee or officer was not, and is not adjudicated to have been, negligent or guilty of misconduct in the performance of his duty to the Association, (b) that he acted in good faith in what he reasonably believed to be in the best interest of the Association, (c) that, in any matter the subject of a criminal action, suit or proceeding, he had no reasonable cause to believe that his conduct was unlawful, and (d) in case of settlement, that the amount paid in the settlement was reasonable. Such determination shall be made either (i) by the Trustees of the Association acting at a meeting at which a quorum consisting of Trustees who are not parties to or threatened with any such action, suit or proceeding is present, or (ii) in the event of settlement, by a written opinion of independent legal counsel selected by the Trustees.

Section 2. Advance of Expenses. Funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding, may be advanced by the Association prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay such amounts unless it shall ultimately be determined that he is entitled to indemnification hereunder.

Section 3. Indemnification Not Exclusive; Insurance. The indemnification hereinabove provided for in this Article VI shall not be exclusive but shall be in addition to (a) any other rights to which any person may be entitled under Articles, Regulations, any agreement,

any insurance provided by the Association, the provisions of Section 1702.12 (E) of the Ohio Revised Code, or otherwise; or (b) the power of the Association to indemnify any person who is or was an employee of this Association to the same extent and in the same situation and subject to the same determinations as are hereinabove set forth with respect to a Trustee or officer. The Association may purchase and maintain insurance on behalf of any person who is or was a Trustee, officer, or employee against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

Section 4. Indemnification by Unit Owners. The Trustees 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 Unit Owners shall indemnify and hold harmless each of the Trustees against all contractual liability to third parties arising out of contracts made on behalf of the Association except with respect to any such contract made in bad faith or contrary to the provisions of the Declaration or By-Laws. It is intended that the Trustees shall have no personal liability with respect to contracts entered into on behalf of the Association. The liability of Unit Owners under the foregoing indemnity shall be proportionate to the respective percentage interest of each Unit Owner in the Common Areas and Facilities. Each contract entered into by the Association shall provide that the officers or Trustees executing the same are acting only as agents for the Association and have no personal liability thereunder.

## ARTICLE VII

### FISCAL YEAR

The Fiscal Year of the Association shall end on the 31st day of December of each year or on such other day as may be fixed from time to time by the Board.

## ARTICLE VIII

### GENERAL POWERS OF THE ASSOCIATION

Section 1. Payments As Common Expenses. The Association for the benefit of all the owners, shall pay for out of Board funds as common expenses, the following:

(a) Utilities and Related Facilities. The cost of water, waste removal, electricity, gas, telephone, cable television, heat, power or any other necessary utility service for the Common Areas and Facilities which are not separately metered or otherwise directly charged to individual owners. In the event any utility service for a

Unit is paid by the Association of a kind or nature not furnished to all Unit Owners, the Association shall charge monthly to the Owner of such Unit an estimated cost for such usage. However, the Board may discontinue payments of such utility service at any time, in which case each owner shall be responsible for direct payment of his share of such expense as shall be determined by the Board. The Board reserves the right to levy additional assessments against any Owner to reimburse it for excessive use of any utility service by such Owner in such amounts as shall be determined by the Board.

(b) Casualty Insurance. Premiums upon a policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually.

(c) Liability Insurance. Premiums 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, their tenants, invitees and licensees, incident to the ownership and/or use of the Common Areas and Facilities, as provided in the Declaration, the limits of which policy or policies shall be reviewed annually.

(d) Other Insurance. Premiums for other insurance effected in accordance with the provisions of the Declaration or these By-Laws.

(e) Worker's Compensation. The costs of worker's compensation insurance to the extent necessary to comply with any applicable laws.

(f) Wages and Fees for Services. The fees for services of any person or firm employed by the Board, including, without limitation, the services of a person or firm to act as a manager or managing agent for the Condominium Property, the services of any person or persons required for the maintenance or operation of the Condominium Property, and legal and/or accounting services necessary or proper in the operation of the Condominium Property or the enforcement or interpretation of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association.

(g) 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 or any Limited Common Areas and Facilities, which the Unit owner shall paint, clean, decorate, maintain and repair), the painting, cleaning and decorating of the exterior surfaces of the buildings situated on the Common Areas and Facilities, and such furnishing and equipment for the Common Areas and Facilities as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Areas and Facilities.

(h) 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 Board for public safety, or to protect the Common Areas and Facilities, or any other portion of any building, and the Owner of such Unit has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity thereof delivered by the Association to such Unit Owner; provided that the Board shall levy a special assessment against such Unit Owner for the cost of such maintenance or repair.

(i) 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 solely against the interests therein of any particular Unit Owner, 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 Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging such lien, and any costs incurred by the Association by reason of such lien shall be specifically assessed against such Unit Owner.

(j) Additional Expenses. The cost of any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, "common expenses" or assessments which the Association is required or permitted 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 or interpretation of the Declaration and these By-Laws.

Section 2. Capital Additions, Alterations and Improvements. Notwithstanding anything in these By-Laws or in the Declaration which authorizes expenditures, no single expenditure shall be made by the Association for any additions, alterations, or improvements (as distinguished from maintenance, repair or replacement) of the Common Areas and Facilities exceeding in total cost \$2,500.00, nor shall annual expenditures aggregating in excess of \$10,000.00 be made in any fiscal year, without in each case having the prior approval of the members of the Association entitled to exercise a majority of the voting power of all members of the Association present in person or by proxy at any annual or a special meeting duly held for such purposes. If such approval is obtained, the Board shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a common expense. The limitations on expenditures by the Association contained in this Section 2 of Article VIII shall in no event apply to repair of the Condominium Property due to casualty loss, emergency repairs immediately necessary for the preservation and safety of the

Condominium Property, for the safety of persons or to avoid suspension of any necessary services. The foregoing provisions of this Section 2 shall not apply to the rehabilitation and renewal of obsolete property which shall be governed by the Declaration.

Section 3. Association's Rights to Enter Units. The Board or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Unit Owners as practicable, and any damage caused thereby shall be repaired by the Association, and the cost thereof charged as a common expense. In the event of any emergency originating in or threatening any Unit, the managing agent or representative or any other person designated by the Board may enter the Unit immediately whether the owner is present or not.

Section 4. 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 unit owners or any of them.

Section 5. Miscellaneous Income. The Board may own or enter into agreements for the lease of facilities solely for the convenience of the Unit Owners. In the event such items create a profit, these funds shall be added to the maintenance fund. All monies received for the rental of parking spaces, if any, or for the use of any Common Areas and Facilities, shall be added to the maintenance fund. The above enumerated items of income and any other monies received other than through assessments shall be used to defray the items of common expense.

Section 6. Special Services. The Board may arrange for the provision of any special services and facilities for the benefit of such Unit Owners and/or occupants as may desire to pay for the same, including, without limitation, cleaning, repair and maintenance of Units and provision of special recreational, educational or medical facilities. Fees for such special services and facilities shall be determined by the Board and may be charged directly to participating Unit Owners, or paid from the maintenance fund and levied as a special assessment against such participating Unit Owners.

Section 7. Delegation of Duties. Nothing herein contained shall be construed so as to preclude the Association, through the Board or officers of the Association, from delegating to persons, firms, or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Association as the Board shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

GR 1577-157

Section 8. Acquisition, Lease, Sale or Exchange of Real Property. Whenever the Board of Trustees determines to acquire, lease, sell or exchange real property or any interest therein, other than any Unit, the Board shall submit such acquisition, lease or exchange to vote of the Unit Owners, and, upon the affirmative vote of the Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power of the Association present in person or by proxy at an annual meeting or a special meeting duly held for such purpose, the Board may proceed with such acquisition, lease, sale or exchange, in the name of the Association and on behalf of all Unit Owners, and the costs and expenses incident thereto shall constitute part of the common expenses.

Section 9. 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. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles of 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 of By-Laws as will remove such conflicts or inconsistencies.

## ARTICLE IX

### RULES AND REGULATIONS

The Association, by the affirmative vote of the members entitled to exercise a majority of the voting power of all members present in person or by proxy at an annual or special meeting of the members duly held for such purpose, or the Board of Trustees, by the vote of a majority of the authorized number of Trustees, may adopt and amend Rules and Regulations supplementing the rules and regulations set forth in the Declaration or these By-Laws as it or they may deem advisable governing the operation and use of the Condominium Property or any portion thereof. Written notice setting forth any such Rules and Regulations shall be given to all Unit Owners and occupants prior to the effective date of such Rules and Regulations and the Condominium Property shall at all times be subject thereto. In the event such supplemental Rules and Regulations shall conflict with any provisions of the Declaration and of these By-Laws, the provisions of the Declaration and of these By-Laws shall govern.

## ARTICLE X

### ASSESSMENTS

Section 1. Determination of Assessments. The Board shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the Condominium Property. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Areas and Facilities, the carrying out of the powers and duties of the Association, the items enumerated in Section 1 of Article VIII above, and any other expenses designated from time to time by the Board as common expenses. The Board is specifically empowered on behalf of the Association to fix the annual operating budgets and collect assessments; and to maintain, repair and replace the Common Areas and Facilities. Funds for the payment of common expenses shall be assessed against the Unit Owners in the manner and proportions provided in the Declaration and these By-Laws and such assessments shall be payable as provided therein. Special assessments, if any should be required by the Board, shall be levied and paid in the manner as directed by the Board.

Section 2. Notice and Payment of Assessments. When the Board has determined the amount of any assessment, the Secretary or Treasurer of the Association shall mail or present a statement of the assessment to each of the Unit Owners. All assessments shall be payable to the Association and upon request, the Secretary or Treasurer shall give a receipt for each payment made. Regular assessments shall be made against Unit Owners as herein provided in an amount no less than required to provide funds in advance for payment of all the anticipated current common expenses and for all of the unpaid common expenses previously incurred. It shall be the duty of each Unit Owner to pay his proportionate share of the common expenses as assessed against Unit Owners, the share of each to be in the same ratio as his percentage of ownership of the Common Areas and Facilities as set forth in the Declaration. Payments of assessments shall be made in such amounts and at such times as may be determined by the Board.

Section 3. Preparation of Budget, Assessments. The Board shall on or before the first day of December of each year, prepare a budget which shall be based on its estimate of the total amount ("the estimated cash requirement") that will be required during the ensuing calendar year to pay the common expenses and to provide a reserve for contingencies and replacements. On or before December 15th of each year, the Board shall submit such budget in writing to each Unit Owner including therein the said "estimated cash requirement" together with a reasonable itemization thereof. Promptly thereafter an assessment shall be made by the Board against the Unit Owners in the aggregate amount of the "estimated cash requirement", the assessment against each Unit Owner to be his proportionate share thereof in accordance with each Unit Owner's percentage of ownership in the Common Areas and

Facilities as set forth in the Declaration. Such assessment shall be due and payable by each Unit Owner commencing on January 1st and on the first day of each succeeding calendar month of such ensuing year in monthly installments (which may or may not be equal) as stipulated by the Board. If the amount of such assessment proves to be inadequate for any reason, including non-payment of any Unit Owner's assessment, the deficiency shall be assessed against the respective Unit Owners according to each Unit Owner's percentage of ownership in the Common Areas and Facilities and in such case the Board shall give written notice of such additional assessment to all Unit Owners indicating therein the reasons therefore, the amounts payable by each and the adjusted monthly amounts reflecting such additional assessment thereafter payable by each Unit Owner. If at any time the Board determines that the Association has collected an amount in excess of the amount required for actual common expenses and reserves in any year, such amount shall be credited promptly after the same has been determined according to each Unit Owner's percentage of ownership in the Common Areas and Facilities to the monthly installments next due from Unit Owners under the current year's assessment until exhausted, or applied toward reserves, at the Board's discretion.

Section 4. Reserve for Contingencies and Replacements. The Board shall build up and maintain a reasonable reserve for contingencies and replacements which may not be expended unless the prior approval of a majority of the entire Association is obtained. If necessary, to avoid the imposition of income taxes on the reserves and their expenditure, the reserves shall be segregated and maintained in a separate account in such manner (including an agency relationship) and with such designation as may be appropriate to avoid taxes on them. As hereinabove stated, the Association is not a profit making entity and exists solely to facilitate the Unit Owners' carrying out their common obligations pursuant to Chapter 5311 and to limit their potential liabilities. Subject to the prior approval of a majority of the entire Association, extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If the "estimated Unit Owners Cash Requirements" proves inadequate for any reason, including nonpayment of any Unit Owner's assessment, the deficiency and any extraordinary expenditures in excess of the reserves therefore shall be assessed to the Unit Owners according to each Unit Owner's share of ownership in the Common Areas and Facilities so long as a majority of the entire Association has given prior approval. The Association shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall be payable with the next regular monthly payment becoming due to the Association but not sooner than ten (10) days after the delivery or mailing of such notice of further assessment. The assessment may, in the discretion of the Board, be payable in such number of monthly installments as determined by the Board. All Unit Owners shall be obligated to pay the adjusted monthly amount.

Upon the sale of a Unit by any Unit Owner, such Unit Owner shall have no right to any portion of the funds in the reserve account; nor shall such Unit Owner have any claim against the Association with respect thereto.

Section 5. Failure to Prepare Annual Budget or Make Current Assessments. The failure or delay of the Board in the preparation of any budget or in the giving of notice thereof to Unit Owners or any delay in the making of assessments against Unit Owners or any of them shall not constitute a waiver or release in any manner of the obligation herein imposed upon each Unit Owner to pay his proportionate share of the common expenses and reserves, whenever the same shall be determined and assessed. In the absence of any annual estimate of common expenses and required reserves, or of any budget or assessments based thereon, Unit Owners shall continue to pay the monthly assessments at the existing monthly rate established for each Unit Owner then in effect until the first monthly maintenance payment becomes due pursuant to a new assessment covering the current period duly made by the Board in the manner above provided in Section 3 of this Article X.

Section 6. Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and, except for such special assessments as may be levied against less than all of the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments, shall be deemed to be held for the use, benefit and account of all of the Unit Owners in proportion to each Unit Owner's percentage of ownership in the Common Areas and Facilities as provided in the Declaration. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board. All assessment payments by a Unit Owner shall be applied as provided herein and in the Declaration.

Section 7. Books and Records of Association. The Association shall keep full and correct books of account and the same shall be open for inspection by any Unit Owner or his mortgagee, or by any representative of a Unit Owner duly authorized in writing, at reasonable times and upon request by a Unit Owner. Upon ten (10) days notice to the Board 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 Unit Owner.

Section 8. Annual Review. The books of the Association shall be reviewed once a year by the Board, and such review shall be completed prior to each annual meeting. If requested by three members of the Board, such review shall be made by a Certified Public Accountant. In addition, at any time upon the request of Unit Owners holding fifty percent (50%) or more of the voting power of the Association, the Board shall cause a review of the books of the Association to be made by a Certified Public Accountant; any such review shall be at the expense of the Association; finally if seventy-five percent (75%) of the Board or Unit Owners holding seventy-five percent (75%) or more of the voting power of the Association shall request a certified audit, such audit shall be conducted at the expense of the Association.

Section 9. Security Deposits from Certain Unit Owners. If the equity (fair market value less encumbrances) of any Unit Owner in his Unit shall at any time be insufficient to assure realization (whether by foreclosure of any lien for unpaid assessments or otherwise) of sufficient funds to pay all past due and future assessments levied by the Association against such Unit Owner, then whether or not such Unit Owner shall be delinquent in the payment of assessments due the Association, the Board shall have the right to require such Unit Owner to establish and maintain a security deposit in an amount which the Board deems reasonably necessary for such purpose. In the event that any such Unit Owner shall thereafter fail to pay any assessments, charges or other sums which may be due the Association hereunder or shall otherwise violate any provisions of Chapter 5311 of any covenant, term or condition of the Declaration or these By-Laws, the Association shall have the right, but not the obligation, to apply such security deposit in reduction of its alleged damages resulting from such failure or violation, which right shall be in addition to any and all other remedies provided for by law, the Declaration or these By-Laws. Upon any sale by such Unit Owner of his Unit, or at such time as the Board shall deem that such Unit Owner's equity in his Unit is sufficient to dispense with the necessity of maintaining such security deposit, the security deposit remaining to the credit of such Unit Owner shall be refunded, provided that such Unit Owner shall not then be in default of any of his obligations under the Declaration or these By-Laws. The association shall have the right to maintain all security deposits held by it as aforesaid in a single savings account and shall not be required to credit interest to Unit Owners thereon until such time as security deposits are refunded. Such security deposits shall at all times be subject and subordinate to any lien of the Association for unpaid assessments under the Declaration or By-Laws and all rights thereto shall inure to the benefit of the Association.

## ARTICLE XI

### AMENDMENT

Section 1. Requirements for Adoption. These By-Laws may only be altered, amended or added to in accordance with the procedure outlined in Article 9 of the Declaration. No amendment of these By-Laws shall be passed which would operate to impair or prejudice the rights and/or liabilities of any mortgagee.

Section 2. Form of Amendment Proposals. No By-Laws shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through. If the proposed change is so extensive that the above procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and interlining as indicators of words added or deleted, but a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law. See By-Law \_\_\_\_\_ for present text."

Section 3. Nonmaterial Errors or Omissions. Nonmaterial errors or omissions in the By-Law amendment process shall not invalidate an otherwise properly promulgated amendment.

## ARTICLE XII

### MISCELLANEOUS PROVISIONS

Section 1. Copies of Notice to Mortgagees. Upon written request to the Board, 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 Unit Owner whose Unit is subject to such mortgage or trust deed.

Section 2. Service of Notices on the Board. Notices required to be given to the Board or to the Association may be delivered to any member of the Board or the President, Vice President or Secretary of the Association either personally or by mail, addressed to such Trustee or officer at his unit.

Section 3. Service of Notices on Devisees and Personal Representatives. Notices required to be given any devisee or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at his, her or its address appearing on the records of the Court wherein the estate of such deceased Unit Owner is being Administered.

Section 4. 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.

Section 5. Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with procedure established in the Declaration and these By-Laws shall be deemed to be binding on all Unit Owners, their successors, heirs and assigns.

Section 6. Notices of Mortgages. Any Unit Owner who mortgages his unit shall notify the Association, in such manner as the Association may direct, of the name and address of his Mortgagee and thereafter shall notify the Association of the full payment, cancellation or other alteration in the status of such mortgage. The Association shall maintain such information in a book entitled "Mortgages of Units".

Section 7. Rights of Mortgagee. A Mortgagee of a Unit shall be entitled to written notice from the Association of any default by the mortgagor which is not cured in thirty (30) days. Any Mortgagee may from time to time request in writing a written statement from the Board setting forth any and all unpaid assessments due and owing from its mortgagor Unit Owner with respect to the Unit subject to the lien

of its mortgage and such request shall be complied with within twenty (20) days from receipt thereof. Any Mortgagee holding a mortgage on a Unit may pay any unpaid common expenses assessed with respect to such Unit and upon such payment, such Mortgagee shall have a lien on such unit for the amounts so paid at the same rank as the lien of its mortgage.

Section 8. Owner's Agreement. Each Unit Owner, for himself, his heirs, successors and assigns, agrees to the provisions contained in the Declaration relating to default regardless of the harshness of the remedy available to the Association and regardless of the availability of other equally adequate legal procedures. It is the intent of all Unit Owners to give to the Association rights and procedures which will enable it at all times to operate on a business-like basis, to collect those monies due and owing from the Unit Owners, and to preserve each Unit Owner's right to enjoy his Unit, free from unreasonable restraint and nuisance.

Section 9. 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 balance of these By-Laws.

Section 10. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by these By-Laws shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of William Clinton and/or Al Gore.

Section 11. Construction. Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Section 12. Captions. The captions used in these By-Laws are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text hereof.

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AMENDMENTS TO THE  
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
STONE CREEK LANE CONDOMINIUM



John A Donofrio, Summit Fiscal Officer

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR STONE CREEK LANE CONDOMINIUM WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: July 21, 2005

BY: JOHN A. DONOFRI

FISCAL OFFICER

*By O. Taylor, Deputy Auditor*



AMENDMENTS TO THE  
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
STONE CREEK LANE CONDOMINIUM

WHEREAS, the Amended and Restated Declaration of Condominium Ownership for Stone Creek Lane Condominium (the "Declaration") and the Amended and Restated Bylaws of The Stone Creek Lane Condominium Association, Inc. (the "Bylaws"), Exhibit C to the Declaration, were recorded at Summit County Records OR 1577, Page 708 et seq., and

WHEREAS, Section 5311.05(E)(1) of the Ohio Revised Code, as amended on July 20, 2004, authorizes the Board of Directors, without a vote of the Owners, to amend the Declaration "to bring the Declaration in compliance with this Chapter," and

WHEREAS, the Board of Directors approved the following matters to be modified (the "Amendments") in order to bring the Declaration into compliance with Ohio Revised Code Chapter 5311, and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 of the Ohio Revised Code and the Amended and Restated Declaration of Condominium Ownership for Stone Creek Lane Condominium have in all respects been complied with.

NOW THEREFORE, the Amended and Restated Declaration of Condominium Ownership for Stone Creek Lane Condominium is hereby amended by the Board of Directors as follows:

- (1) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements."
- (2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements."
- (3) All references in the Declaration and Bylaws to the term "Board of Managers" and "Board of Trustees" shall be replaced with the term "Board of Directors."
- (4) INSERT a new SECTION F, entitled "Enforcement Assessments," to DECLARATION ARTICLE 17. Said new addition, to be added on Page 20 of the Declaration, as recorded at Summit County Records OR 1577, Page 708 et seq., is as follows:



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Pg: 3 of 6  
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John A Donofrio, Summit Fiscal Officer

F. Enforcement Assessments. In accordance with Ohio Revised Code Section 5311.081(B)(12), the Board shall have the authority to impose interest and administrative late fees for the late payment of Assessments; impose returned check charges; and, in accordance with the procedure outlined in Ohio Revised Code Section 5311.081(C)(1), impose reasonable enforcement Assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements.

(5) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ARTICLE 13, SECTION D, entitled "Lien of Association." Said new addition, to be added on Page 16 of the Declaration, as recorded at Summit County Records OR 1577, Page 708 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(1)(b), the Association has a lien upon each Unit's ownership interest for any unpaid interest, administrative late fees, enforcement Assessments, and collection costs, attorney's fees, and paralegal fees.

(6) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ARTICLE 13, SECTION A, entitled "General." Said new addition, to be added on Page 16 of the Declaration, as recorded at Summit County Records OR 1577, Page 708 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(2), the Association shall credit payments made by a Unit Owner in the following order of priority:

- (1) First, to interest owed to the Association;
- (2) Second, to administrative late fees owed to the Association;
- (3) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and
- (4) Fourth, to the principal amounts the Unit Owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.

(7) INSERT a new 2<sup>nd</sup> PARAGRAPH to DECLARATION ARTICLE 13, SECTION C, entitled "Failure to Pay Assessments." Said new addition, to be added on Page 16 of the Declaration, as recorded at Summit County Records OR 1577, Page 708 et seq., is as follows:



John A Donofrio, Summit Fiscal Officer

55211099  
Pg: 4 of 6  
07/21/2005 08:17A  
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In accordance with Ohio Revised Code Section 5311.081(B)(18), when a Unit Owner is delinquent in the payment of Assessments for more than thirty (30) days, the Board may, by a majority vote, suspend the voting privileges of the owner and/or right of the occupants to use the recreational facilities.

(8) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of BYLAWS ARTICLE VIII, SECTION 6, entitled "Special Services." Said new addition, to be added on Page 14 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records OR 1577, Page 708 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(15), the Board may impose reasonable charges to the Unit Owner for providing copies of the Declaration, Bylaws or amendments thereto as well as reasonable charges for the handling of re-financing and/or resale documentation, and/or statements of unpaid Assessments.

(9) INSERT a new PARAGRAPH (13), entitled "Owner/Resident Information," to DECLARATION ARTICLE 3, SECTION B. Said new addition, to be added on Page 7 of the Declaration, as recorded at Summit County Records OR 1577, Page 708 et seq., is as follows:

(13) Owner/Resident Information. In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Unit Owner shall, within thirty (30) days of the recording of this Amendment or within thirty (30) days of title transferring to the Unit Owner, provide to the Association the Unit Owner's and/or all occupants' names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any person who manages the Unit as an agent of that Owner. Any change in the information shall be provided to the Board, in writing, within thirty (30) days of said change.

(10) MODIFY the 1<sup>st</sup> SENTENCE of BYLAWS ARTICLE III, SECTION 2, entitled "Number and Qualification," and INSERT a new 2<sup>nd</sup> SENTENCE thereafter. Said modification, to be made on Page 5 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records OR 1577, Page 708 et seq., is as follows: (deleted language is crossed out; new language is underlined)

The Board shall consist of five persons, each of whom must be an Owner, or the spouse of a Unit Owner, and occupier of a Unit, except in the case of a Unit held by a Corporation, partnership, fiduciary, or nominee, the designated representative thereof shall be eligible to serve as a member of the Board. That



notwithstanding, no one (1) Unit may be represented by more than one (1) person on the Board at any one (1) time.

- (11) INSERT a new 2<sup>nd</sup> SENTENCE to the end of BYLAWS ARTICLE III, SECTION 6, entitled "Regular Meetings." Said new addition, to be added on Page 6 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records OR 1577, Page 708 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.08(A)(4)(a), any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to every other Board member.

- (12) INSERT a new PARAGRAPH (h) to BYLAWS ARTICLE III, SECTION 12, entitled "Powers and Duties," and INSERT new SUBPARAGRAPHS (1), (2), (3), (4) and (5), thereafter. Said new additions to be added on Page 7 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records OR 1577, Page 708 et seq., is as follows:

(h) In accordance with Ohio Revised Code Section 5311.081(B), in addition to all other powers enumerated herein, the Board may exercise all powers of the Association, including the power to do the following:

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

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

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

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



John A Donofrio, Summit Fiscal Officer

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Pg: 6 of 6  
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- (5) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of the above amendments. Upon the recording of these amendments, only Unit Owners of record at the time of such filing shall have standing to contest the validity of these amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendments.

IN WITNESS WHEREOF, the said Stone Creek Lane Condominium Association has caused the execution of this instrument this 11<sup>th</sup> day of July, 2005.

STONE CREEK LANE CONDOMINIUM ASSOCIATION

*Michael Goscik*  
By: MICHAEL GOSCIAK, its President

STATE OF OHIO )  
                    )  
                    SS  
COUNTY OF SUMMIT )

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Stone Creek Lane Condominium Association, by Michael Goscik, its President, who acknowledged that he did sign the foregoing instrument, on Page 6 of 6, and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN WITNESS WHEREOF I have hereunto set my hand and official seal in Twinberg, Ohio, this 11<sup>th</sup> day of July, 2005.

*Nancy-Jane Waage*  
NANCY-JANE WAAGE  
NOTARY PUBLIC

This instrument prepared by:  
KAMAN & CUSIMANO, Attorneys at Law  
50 Public Square  
600 Terminal Tower  
Cleveland, Ohio 44113  
(216) 696-0650

*Nancy-Jane Waage*  
NANCY-JANE WAAGE  
Notary Public, State of Ohio  
My Commission Expires May 5, 2006  
Recorded in Summit County