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**FAR HILLS OFFICE CONDOMINIUM ASSOCIATION, INC.**

**EXHIBIT B**

**CONDOMINIUM ASSOCIATION BY-LAWS**

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## CONDOMINIUM ASSOCIATION BY-LAWS

The within By-Laws are executed and attached to the Declaration of Condominium pursuant to Chapter 5311 of the Ohio Revised Code. Their purpose is to provide for the establishment of a Unit Owners' Association for the administration of the Condominium Property in the manner provided by the Declaration and by these By-Laws. All present or future Owners or tenants or their employees, and any other person who might use the facilities of the Condominium Property in any manner, shall be subject to any restrictions, conditions or regulations hereafter adopted by the Board of Managers of the Association. The mere acquisition or rental of any of the Units located within the Condominium Property described in the Declaration, or the mere act of occupancy of any of the Units, will constitute acceptance and ratification of the Declaration and of these By-Laws.

### 1. THE ASSOCIATION

A. Name of Association. The Association shall be an Ohio not-for-profit corporation and shall be called FAR HILLS OFFICE CONDOMINIUM ASSOCIATION, INC.

B. Membership. Each Unit Owner upon acquisition of title to a Unit shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Unit, at which time the new Owner of such Unit shall automatically become a member of the Association. Membership in the Association is limited to Unit Owners within the Condominium.

C. Voting Rights. Each Unit Owner shall be entitled to vote in accordance with the percentage of interest of any Unit owned by him as set forth in Item 9 of the Declaration. In the event a Unit has been acquired by the Association in its own name or in the name of its agent, designee or nominee on behalf of all Unit Owners, the voting rights of such a Unit shall not be exercised so long as it continues to be so held. If two (2) or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in a Unit, each may exercise the proportion of the voting power of all the Owners of his Unit that is equivalent to his proportionate interest in the Unit.

D. Majority of Owners. As used in these By-Laws, the term "majority of Owners" shall mean those Unit Owners holding fifty-one percent (51%) of the voting power in the Association.

E. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Owners as defined in Section D of this Item 1 shall constitute a quorum.

F. Proxies. Votes may be cast in person or by proxy. The person appointed as proxy need not be a Unit Owner. Proxies must be in writing and filed with the Secretary of the Association before the appointed time of each meeting or action taken. Unless otherwise provided, all proxies shall be revocable at any time by delivering written notice of such revocation to the Secretary of the Association. If, by the terms of a first mortgage, a Unit Owner has designated such mortgagee as his proxy, the presentation to the Secretary of the Association by a representative of such mortgagee of a copy of the mortgage containing such proxy designation shall constitute notice of such proxy designation, and if the mortgage so states, notice of the irrevocability of such designation.

G. Place of Meetings. Meetings of the Association shall be held at such place upon the Condominium Property, or at such other place, as may be designated by the Board of Managers and specified in the notice of the meeting at 8:00 p.m., or at such other time as may be designated by the Board of Managers and specified in the notice of the meeting.

H. First Meeting. The first meeting of members of the Association shall be held within the time limits prescribed by the Declaration and shall be considered the first annual meeting.

I. Special Meetings. It shall be the duty of the President of the Association to call a special meeting of the Owners as directed by resolution of the Board of Managers or upon a petition signed by a majority of the Owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Owners present, either in person or by proxy.

J. Notice of Meeting. It shall be the duty of the Secretary of the Association to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each Owner of record, at least fourteen (14) days, but not more than twenty-eight (28) days, prior to such meeting. The Owners of record will be determined as of the day preceding the day on which notice is given.

K. Waiver of Notice. Notice of the time, place and purposes of any meeting of members of the Association may be waived in writing, either before or at the commencement of such meeting, by any members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any members 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.

L. Action by Unanimous Written Consent of the Unit Owners. Any action which may be authorized or taken at a meeting of the Unit Owners, may be authorized or taken without a meeting in a writing or writings signed by all of the Unit Owners. The writing or writings evidencing such action taken by the unanimous written consent of the Unit Owners shall be filed with the records of the Association. Written notice of any action proposed to be taken by the unanimous written consent of the Unit Owners shall be sent to all persons entitled to notice under Section B of Item 6 hereof, at least five (5) days prior to the circulation of the action for unanimous written consent among the Unit Owners and shall specify the action proposed to be so taken.

M. Order of Business. The order of business at all meetings of the Owners of Units shall be as follows:

- (1) Roll call.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading of minutes of preceding meeting.
- (4) Reports of officers.
- (5) Report of committees.

- (6) Election of Inspectors of Election.
- (7) Election of Managers.
- (8) Unfinished business.
- (9) New business.
- (10) Adjournment.

## 2. BOARD OF MANAGERS

A. Number and Qualification. The Board of Managers shall be composed of a number of members equal to the number of Units as may exist in the Condominium from time to time, pursuant to the provisions of the Declaration and any amendments thereto. Each Unit Owner may designate that number of members equal to the number of Units such Unit Owner owns. All such members shall be Unit Owners, or in the case of partnership owners, members or employees of such partnership, or in the case of corporate owners, officers, shareholders, or employees of such corporation, or in the case of fiduciary owners, fiduciaries or officers or employees of such fiduciary. Any Board member who ceases to be associated in any one of the enumerated capacities with the Unit Owner that selected him shall be deemed to have resigned as of the date upon which such association terminates and shall be replaced forthwith by a substitute designated by such Unit Owner. Anything to the contrary contained in these By-Laws notwithstanding, if any Unit Owner shall hold title to two (2) or more Units, such Unit Owner may designate one individual to serve as its designee on the Board of Managers for all of its Units. In such event, that member of the Board of Managers shall possess the sum total of all the votes each member of the Board of Managers representing the Unit he represents would have possessed were such Units separately represented on the Board of Managers.

B. Designation and Terms of Office. At each annual meeting of the Unit Owners, the Unit Owners shall designate the members of the Board of Managers. The members of the Board of Managers shall hold office for a term of one year and until their respective successors shall have been designated; provided, however, that a Board member shall be deemed to have resigned whenever such member, his spouse, or firm, corporation, or other entity he is associated with, sells the Unit which qualified such individual to become a member of the Board. If, pursuant to Section A of this Item 2, a member is serving on the Board of Managers for two (2) or more Units owned by the same Unit Owner, and such member, firm, corporation, or other entity he is associated with, sells one or more Units, he shall be deemed to have resigned as a member with respect to only the Unit or Units sold.

C. Removal of Managers. At any regular or special meeting of Unit Owners, any one or more of the members of the Board of Managers may be removed for cause by a majority of the Unit Owners; and a successor may then and there or thereafter be designated by the Unit Owner that originally selected the Board member so removed. A Unit Owner may remove a Board member designated by him, at any time, with or without cause, by written notification to the Board specifying the date of such removal and the name of the individual designated to succeed the Board member so removed.

D. Vacancies. Any vacancy in the Board of Managers shall be filled forthwith by the Unit Owner whose Unit lacks representation. Upon first acquiring a Unit, the Unit purchaser shall be entitled to designate a Board member from and after the date title is conveyed to such Unit purchaser. In each of the foregoing situations, the person so

designated shall serve on the Board of Managers until his successor shall have been designated at the next annual meeting of the Unit Owners.

E. Mortgagees. Notwithstanding any provision hereof, if, at any one time, one bank or lending institution shall hold mortgages upon more than fifty percent (50%) of the Units, such lending institution may designate its representative who shall be an additional member of the Board of Managers. Said representative shall not be subject to the provisions of this Item 2 regarding removal and replacement.

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

G. Regular Meetings. Regular meetings of the Board of Managers may be held at such times and places as shall be determined by a majority of the Managers, but at least four (4) such meetings shall be held during each year.

H. Special Meetings. Special meetings of the Board of Managers may be held at any time upon call by the President or any three (3) Managers. Written notice of the time and place of each such meeting shall be given to each Manager either by personal delivery, or by mail, or telegram or telephone at least two (2) days before the meeting, which notice shall specify the purpose of the meeting; provided, however, that attendance of any Manager at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting and such notice may be waived in writing either before or at the commencement of such meeting, by any Manager, which writing shall be filed with or entered upon the records of the meeting. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

I. Voting. The total number of votes of all members of the Board of Managers shall be one hundred (100). Each member of the Board of Managers shall be entitled to cast a number of votes at all meetings of the Board of Managers equal to the percentage of interest set forth in Item 9 of the Declaration pertaining to the Unit or Units owned by the Unit Owner who designated him as a member of the Board of Managers.

J. Quorum. The presence in person of members of the Board of Managers having one-half (1/2) of the total authorized votes of all members of the Board of Managers shall constitute a quorum at all meetings of the Board of Managers, and the votes of a majority of the members of the Board of Managers present at a meeting at which a quorum is present shall constitute the decision of the Board of Managers. As used herein, the term "majority of the members of the Board of Managers" shall mean those members of the Board of Managers having more than fifty percent (50%) of the total authorized votes of all members of the Board present and voting at any meeting of the Board of Managers determined in accordance with the provisions of Section I of this Item 2. If at any meeting of the Board of Managers there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

K. Action by Unanimous Written Consent of the Board of Managers. Any action which may be authorized to be taken at a meeting of the Board of Managers, may be taken or authorized without a meeting in a writing or writings signed by all of the members of the Board of Managers. The writing or writings evidencing such action taken

by the unanimous written consent of the Board of Managers shall be filed with the records of the Association.

L. Fidelity Bonds. The Board of Managers 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.

### 3. OFFICERS

A. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Managers. The offices of Treasurer and Secretary may be filled by the same person.

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

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

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

E. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Managers and the minutes of all meetings of the Association, he shall have charge of such books and papers as the Board of Managers may direct, and he shall, in general, perform all the duties incident to the office of Secretary.

F. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Managers.

### 4. GENERAL POWERS OF THE ASSOCIATION

A. Payments from Maintenance Funds. The Association shall establish and shall pay for out of the maintenance funds, the following:

- (1) Utility Services for Common Areas, and to Units When Measured by Common Meter. The cost of water, sewer services, waste removal, electricity, telephone, heat, power or any other necessary utility service to or for the Common Areas, plus the costs or charges for any utility service to individual Units which are being serviced by a common meter,



i.e. water and sewer services which are being supplied to all of the Units of a building and measured through one (1) meter. The Association reserves the right to levy additional assessments against any Owner to reimburse it for excessive use, as shall be determined by the Board of Managers by such Owner of any utility service having been charged against or to the maintenance fund.

- (2) Care of Common Areas and Facilities. The cost of landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair and replacement of the Common Areas.
- (3) Care of Certain Limited Common Areas and Facilities. The cost of maintenance, repair and replacement of those Common Areas which are designated by the Declaration as Limited Common Areas and Facilities for the exclusive use of a particular Unit or Units; excepting, however, those responsibilities for care of the Limited Common Areas and Facilities by Unit Owners as set forth in the Declaration.
- (4) Certain Maintenance of Units. The cost of the maintenance and repair of any Unit or Limited Common Areas and Facilities, if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Areas or any other portion of a building, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said Owner or Owners, provided the Association shall levy special assessment against such Unit Owner for the cost of said maintenance or repair.
- (5) Casualty Insurance. The premium 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.
- (6) Liability Insurance. The premium upon a policy or policies insuring the Association, the members of the Board of Managers, and the Owners against any liability to the public or to the Owners of Units, their invitees or tenants, incident to the ownership and/or use of the Common Areas, as provided in the Declaration, the limits of which policy shall be reviewed annually.
- (7) Wages and Fees for Services. The fees for services of any person or firm employed by the Association, including, but not limited to, the services of a person or firm to act as a Manager or managing agent for the Condominium Property and legal and/or accounting services necessary or proper in the operation of the Condominium Property or the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association.
- (8) Workmen's Compensation. The costs of Workmen's Compensation insurance to the extent necessary to comply with any applicable laws.
- (9) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Condominium Property or any part thereof which may, in the opinion of the

Association, constitute a lien against the entire Condominium Property rather than merely against the interests therein of particular Owners, it being understood, however, that the foregoing authority shall not be in limitation to any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specifically assessed to said Owners.

- (10) 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 to secure or pay for pursuant to the terms of the Declaration and these By-Laws, or which, in its opinion, shall be necessary or proper for the maintenance and operation of the Condominium Property as a first class condominium project or for the enforcement of the Declaration and these By-Laws.

B. Capital Additions and Improvements. The Association powers described in Section A of this Item 4 are limited in that the Association shall have no authority to pay for out of the maintenance fund, any capital additions and improvements having a total cost in excess of \$1,000.00, unless it is for the purpose of replacing or restoring portions of the Common Areas. The Association shall not authorize any structural alterations, capital additions to, or capital improvements of the Common Areas requiring any expenditure in excess of \$1,000.00 without, in each case, the prior approval of a majority of the members of the Association.

C. Rules and Regulations. The Board of Managers may, by majority vote, adopt such reasonable rules and regulations and may amend the same which the Board of Managers may deem advisable for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the Owners and occupants of the Condominium Property. Written notice of such rules and regulations shall be given to all Owners and occupants and the Condominium Property shall at all times be maintained subject to such rules and regulations. In the event that adopted rules and regulations conflict with any provisions of the Declaration and of these By-Laws, the provisions of the Declaration and of these By-Laws shall govern.

D. No Active Business to be Conducted for Profit. Nothing herein shall be construed to give the Association authority to conduct active business for profit on behalf of the Owners or any of them.

E. Delegation of Duties. The Association, through its Board of Managers and officers, has the authority to delegate to persons, firms or corporations of its choice such duties and responsibilities of the Association as the Board of Managers shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

F. Right of Entry. An Owner shall grant the right of entry to the Association or its agent in case of any emergency originating in or threatening his Unit, whether the Owner is present at the time or not.

G. Special Services. The Association may arrange for the providing of any special services and facilities for the benefit of any Unit Owners that may desire to pay for the same. Fees for such special services and facilities shall be determined by the Board of Managers and will be charged directly to the participating Unit Owners.

5. DETERMINATION AND PAYMENT OF ASSESSMENTS

A. Obligation of Owners to Pay Assessments. Each Unit Owner shall have the duty to pay his proportionate share of the expenses of administration, maintenance and repair of the Common Areas and of other expenses provided for herein. Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Areas as set forth in the Declaration. Payment thereof shall be in such amounts and at such times as may be determined by the Board of Managers of the Association, as hereinafter provided.

B. Preparation of Estimated Budget. The Association shall before or on December 1st of every year, prepare an estimate of the total amounts necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reserve for contingencies and replacements. On or before December 15th, each Owner shall be notified in writing as to the amount of such estimate, with reasonable itemization thereof. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Owner shall be obligated to pay to the Association, or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this Section B of Item 5. On or before the date of the annual meeting in each calendar year, the Association shall supply to all Owners an itemized accounting of the maintenance expenses actually incurred for the preceding calendar year, together with a tabulation of the amounts collected pursuant to the estimate provided and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Areas to the next monthly installment due from Owners during the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the Common Areas to the installments due in the succeeding six (6) months after rendering of the accounting. \*

C. Reserve for Contingencies and Replacements. The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year shall be charged first against such reserve. If said estimated cash requirement proves inadequate for any reason, including non-payment of any Owner's assessment, the same shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Areas. The Association shall serve notice of such further assessment on all Owners by a statement in writing giving the reasons therefor, the amounts and the date or dates when such further assessments are due. At the option of the Board of Managers, such further assessment may be payable in a lump sum or in installments.

D. Periodic Assessments. Notwithstanding any provision in this Item, the Board of Managers may, at its option, elect that certain expenses such as insurance, water and sewer be paid by periodic assessments based on the billing date of such expenses. If the Board of Managers so elects, such expenses shall be separately stated in the budget specifying the amount and due date thereof.

E. Budget for First Year. When the first Board of Managers hereunder take office, the Association shall determine the estimated cash requirement, as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as provided in Section B of this Item 5.

F. Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or serve the annual or adjusted estimate on the Owner, shall not constitute a

waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the existing monthly rate established for the previous period until the first monthly maintenance payment which occurs more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

G. Books and Records of the Association. The Association shall keep correct and complete books and records of account, specifying the receipts and expenditures relating to the Common Areas and other common receipts and expenses, together with records showing the allocation, distribution, and collection of the common profits, losses, and expenses among and from the Unit Owners; minutes of the proceedings of the Unit Owners and Board of Managers; and records of the names and addresses of the Unit Owners and their respective percentages of interest in the Common Areas. Such books and records shall be open for inspection by any Owner, or any representative of an Owner, duly authorized in writing, at reasonable times and upon request by an Owner. In addition, the holder of any first mortgage of record may inspect such books and records, at reasonable times and upon reasonable notice, after presentation to the Secretary of the Association of a duly certified copy of its mortgage. Upon ten (10) days notice to the Board of Managers and upon payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

H. Assessments. Monthly assessments shall begin upon the filing of the Declaration with the Recorder of Montgomery County. These assessments shall be paid by every Unit Owner of record, including those Units the title of which is vested in Declarant after the filing for record of the Declaration.

I. Audit. Upon the written request of any lending institution holding mortgages on over fifty-one percent (51%) of the Units, or by any group of lending institutions who in the aggregate hold mortgages on over fifty-one percent (51%) of the Units the books of the Association shall be audited, but not more than once every three (3) years by an independent Registered or Certified Public Accountant, the results of which shall be sent to every Unit Owner of record, and the holder of any duly recorded mortgage against any Unit ownership who requests a copy thereof in writing.

J. Remedies for Failure to Pay Assessments. If an Owner is in default in the monthly payment of the aforesaid charges, the members of the Board of Managers may avail themselves of the lien rights and other rights provided for in the Declaration.

## 6. GENERAL PROVISIONS

A. Requirement for Manager or Managing Agent. A Manager or managing agent may be required by any lending institution holding mortgages on over fifty-one percent (51%) of the Units, or by any group of lending institutions who in the aggregate hold mortgages on over fifty-one percent (51%) of the Units. The Association shall provide such mortgagee or mortgagees, as the case may be, with a copy of any management agreement entered into by the Association and such Manager or management company.

B. Copies of Notices to Mortgage Lenders. Upon written request to the Board of Managers, the holder of any duly recorded mortgage against any Unit ownership shall be given a copy of any and all notices and other documents permitted or required by the Declaration or these By-Laws to be given to the Owner or Owners whose Unit ownership is subject to such mortgage, and a copy of any lien filed by the Association.

C. Service of Notices on the Board of Managers. Notices required to be given to the Board of Managers or to the Association may be delivered to any member of the Board of Managers or officer of the Association either personally or by mail, addressed to such member or officer at his Unit.

D. 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.

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

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

IN WITNESS WHEREOF, the aforesaid instrument has been executed this 17 day of Sept, 1982, by THE FIRST NATIONAL BANK, Dayton, Ohio, a National Banking Association.

Signed and acknowledged  
in the presence of:

THE FIRST NATIONAL BANK

Cynthia L. Perkins

By: John E. Stinson  
Its

Hans H. Soltau

By: Thomas Flynn  
Its

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 17 day of Sept, 1982, by JOHN E. STINSON, VICE PRESIDENT and THOMAS FLYNN, ASST. VICE PRESIDENT of THE FIRST NATIONAL BANK, Dayton, Ohio, a National Banking Association, on behalf of the Association.

Hans H. Soltau  
Notary Public

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU  
Attorney at Law  
367 West Second Street  
Dayton, Ohio 45402

HANS H. SOLTAU, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date  
Section 147.03 O. R. C.

28.9 OCT

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TRANSFERRED  
ROBERT L. RODERER  
COUNTY AUDITOR

# John W. Judge Engineering Company

## CONSULTANT ENGINEERING

1201 EAST DAVID ROAD DAYTON, OHIO 45429

Description of Lots Numbered 12 through 17  
Normandy Office Park

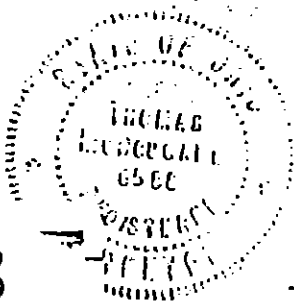
Situate in Section 25, Town 2, Range 6 MRs, Washington Township, Montgomery County, Ohio, and being all of lots numbered 12 through 17, inclusive, of Normandy Office Park as recorded in Book 101, Pages 34 and 34A of the Plat Records of Montgomery County, Ohio and being a tract of land more particularly described as follows:

Beginning at a point on the northerly right-of-way line of Regency Ridge, said point being the southwest corner of Lot 18 of Normandy Office Park;

thence from said place of beginning with the north right-of-way line of Regency Ridge on the following courses: S 68° 08' 25" W a distance of 458.32 feet to a point of curvature; thence southwestwardly on a curve to the left having a radius of 225.00 feet an arc distance of 250.90 feet to a point (said curve having a chord distance of 238.10 feet and a chord bearing of S 36° 11' 43" W); thence S 4° 15' 00" W a distance of 179.85 feet to a point of curvature; thence southwestwardly on a curve to the right having a radius of 15.00 feet an arc distance of 23.56 feet to a point on the northerly right-of-way line of Corporate Way (said curve having a chord distance of 21.21 feet and a chord bearing of S 49° 15' 00" W); thence with the northerly right-of-way line of Corporate Way on the following courses: N 85° 45' 00" W a distance of 60.72 feet to a point of curvature; thence westwardly on a curve to the right having a radius of 35.00 feet an arc distance of 28.61 feet to a point of reverse curvature (said curve having a chord distance of 27.82 feet and a chord bearing of N 62° 20' 13" W); thence westwardly on a reverse curve to the left having a radius of 60.00 feet an arc distance of 60.65 feet to a point, said point being the southwest corner of Lot 12 of Normandy Office Park (said curve having a chord distance of 58.10 feet and a chord bearing of N 67° 52' 56" W); thence N 6° 50' 26" W with the west line of Lots 12 and 13 of Normandy Office Park a distance of 303.97 feet to a point on the south limited access right-of-way line of proposed I-675 conveyed to the State of Ohio by deed recorded in Microfiche 77-446B09 of the Deed Records of Montgomery County, Ohio; thence with the said limited access right-of-way line on the following courses: N 45° 11' 30" E a distance of 318.75 feet to a point; thence N 68° 07' 47" E a distance of 490.01 feet to a point; thence N 44° 08' 08" E a distance of 12.77 feet to a point, said point being the northwest corner of Lot 18 of Normandy Office Park; thence S 21° 51' 35" E with the west line of said Lot 18 a distance of 217.03 feet to the place of beginning, containing 4.688 acres, more or less, subject, however, to all legal easements and covenants of record.

*Thomas McDougall*

Thomas McDougall  
Registered Surveyor No. 6588  
March 9, 1981



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