

CONDOMINIUM ASSOCIATION BY-LAWS

The within By-Laws are executed and attached to the Declaration of Condominium pursuant to Chapter 5311, Ohio Revised Code. Their purpose is to provide for the establishment of a Unit Owner's 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 and any amendment thereto, or the mere act of occupancy of any of the Units will constitute acceptance and ratification of the Declaration and of these By-Laws.

ARTICLE I

THE ASSOCIATION

Section 1. Name of Association. The Association shall be an Ohio Corporation not-for-profit and shall be called the Washington Colony Condominium Owner's Association, Inc.

Section 2. Membership. Each Unit owner, upon acquisition of title to a Unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Unit, at which time the new owner of such Unit shall automatically become a member of the Association.

Section 3. Voting Rights. There shall be one vote for each of the twenty-seven (27) Units originally comprising the Condominium property, and one vote for each additional Unit that may be annexed pursuant to the provisions contained within the Declaration, the owner or owners of each Unit shall be entitled to one (1) vote for their Unit.

Section 4. 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 votes in the Association.

Section 5. 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 4. of this Article shall constitute a quorum.

Section 6. 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.

Section 7. Place of Meetings. Meetings of the Association shall be held at such place upon the Condominium property 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.

Section 8. Annual Meetings. The first annual meeting of members of the Association shall be held within one (1) month after the date on which at least 75% of the Units are sold. Thereafter, the annual meeting of the Association shall be held in each succeeding year thereafter, on the third Tuesday of March, if not a legal holiday and, if a legal holiday, then on the succeeding business day.

Section 9. 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.

Section 10. 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.

Section 11. 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.

Section 12. Order of Business. The order of business at all meetings of the owners of Units shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of Inspectors of Election.
- (g) Election of Managers.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

## ARTICLE II

### BOARD OF MANAGERS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Managers composed of five (5)



persons, all of whom must be owners of Units in the project. If at any 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 a sixth member of the Board of Managers. Such representative need not be an owner or occupier of a Unit.

Section 2. Election of Managers. The required Managers shall be elected at each annual meeting of members of the Association. Only persons nominated as candidates shall be eligible for election as Managers, and the candidates receiving the greatest number of votes shall be elected. Each member may vote for as many candidates as there are vacancies in the Board of Managers, due to the expiration of their terms. Provided, however, that a vacancy in the position of a representative of a lending institution as provided in Section 1. of this Article II, if any, shall be filled by such lending institution.

Section 3. Vacancies During the Term. In the event of the occurrence of any vacancy or vacancies in the Board of Managers, during the term of such Manager or Managers, the remaining Managers, though less than a majority of the whole authorized number of Managers, may, by the vote of a majority of their number, fill any such vacancy for the unexpired term; provided, however, that a vacancy in the position of a representative of a lending institution as provided in Section 1. of this Article II, if any, shall be filled by such lending institution.

Section 4. Term of Office; Resignations. Each Manager shall hold office until his term expires, or until his earlier resignation, removal from office or death. Any Manager may resign at any time by oral statement to that effect made at a meeting of the Board of Managers or in a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Manager may specify. At the first annual meeting of the members of the Association, the term of office of three Managers shall be fixed so that such term will expire one year from and after the date of the next following annual meeting of members of the Association. The term of office of the remaining two Managers shall be fixed so that such term will expire at the date of the next following annual meeting of members of the Association. At the expiration of such initial term of office of each respective Manager, his successor shall be elected to serve for a term of two years.

Section 5. Removal of Managers. At any regular or special meeting duly called, any one or more of the Managers may be removed with or without cause by the vote of members entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, except the Manager, if any, acting as a representative of a lending institution, may not be removed by such vote. Any Manager whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting. In the event that a Manager is removed by such vote, his successor shall then and there be elected to fill the vacancy thus created. This Section shall be subject to the provisions contained in ARTICLE VI, Section 1.

Section 6. Organization Meeting. Immediately after each annual meeting of members of the Association, the newly elected Managers and those Managers whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

Section 7. 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.

Section 8. Special Meetings. Special meetings of the Board of Managers may be held at any time upon call by the President or any two Managers. Written notice of the time and place of each such meeting shall be given to each Manager either by personal delivery, mail, or telegram 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.

Section 9. Board of Managers' Quorum. At all meetings of the Board of Managers, a majority of the Managers shall constitute a quorum for the transaction of business, and the acts of the majority of the Managers present at a meeting at which a quorum is present shall be the acts of the Board of Managers. If, at any meeting of the Board of Managers, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 10. 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.

### ARTICLE III

#### OFFICERS

Section 1. 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.

Section 2. 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.

Section 3. 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.

Section 4. Vice President. The Vice President shall perform the duties of the President whenever the President is unable to act and shall have such other authority and perform such other duties as may be determined by the Board of Managers.

Section 5. 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.

Section 6. 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.

#### ARTICLE IV

##### GENERAL POWERS OF THE ASSOCIATION

Section 1. Payments from Maintenance Funds. The Association shall establish and shall pay for out of the maintenance fund the following:

(a) Utility Services. The cost of water, waste removal, electricity, telephone, heat, power or any other necessary utility service for the Common Areas. 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.

(b) Care of Common Areas and Facilities. The cost of landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair and replacement of the Common Areas.

(c) Care of Certain Limited Common Areas and Facilities. The cost of maintenance, repair, cleaning and replacement of those Common Areas which are designated by the Declaration as Limited Common Areas and Facilities for the exclusive use of all the Units in a particular building. Also the cost of maintenance, repair and replacement of the garages, patios and balconies which are Common Areas designated by the Declaration as Limited Common Areas and Facilities for the exclusive use of a particular Unit; excepting, however, those responsibilities for care of the Limited Common Areas and Facilities by Unit owners as set forth in the Declaration.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) Workmen's Compensation. The costs of workmen's compensation insurance to the extent necessary to comply with any applicable laws.

(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 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 specially assessed to said owners.

(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 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.

Section 2. Capital Additions and Improvements. The Association powers described in Section 1. of ARTICLE IV 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 Five Hundred (\$500.00) Dollars unless it is for the purpose of replacing or restoring portions of the Common Areas. The Associatic



shall not authorize any structural alterations, capital additions to, or capital improvements of the Common Areas requiring any expenditure in excess of Five Hundred (\$500.00) Dollars, without, in each case, the prior approval of a majority of the members of the Association.

Section 3. 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.

Section 4. 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.

Section 5. 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.

Section 6. 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.

#### ARTICLE V

##### DETERMINATION AND PAYMENT OF ASSESSMENTS

Section 1. 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.

Section 2. 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 paragraph. 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 months after rendering of the accounting.

Section 3. Reserve for Contingencies and Replacements. The Association shall build up and maintain a reasonable reserve for contingencies and replacement. 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 amount and reasons therefor, and such further assessment shall become effective with the first monthly maintenance payment which occurs more than ten (10) days after the delivery or mailing of such notice of further assessment. All owners shall be obligated to pay the adjusted monthly amount.

Section 4. 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 2. of this ARTICLE V.

Section 5. 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.

Section 6. 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. If by the terms of a first mortgage a Unit owner has authorized such mortgagee to inspect such books and records, the presentation to the Secretary of the Association by a representative of such mortgagee of a copy of the mortgage containing such authorization shall constitute written authorization of such inspection. 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.

Section 7. Assessments. Monthly assessments shall begin one (1) month after the filing of the Declaration with the Recorder of Montgomery County, or if any additional Units are included in the Condominium Property, pursuant to the annexation provision of the Declaration, then the assessments for such Units shall commence one (1) month after the filing of an Amendment to the Declaration submitting such Units to the provisions of the Declaration. These assessments shall be paid by every Unit owner of record, including those Units the title of which is vested in Oak Creek South, Inc. after the filing for record of the Declaration or any annexation Amendment thereto.

Section 8. Annual Audit. The books of the Association shall be audited once a year by an independent Registered or Certified Public Accountant, the results of which shall be sent to every Unit owner of record.

Section 9. Remedies for Failure to Pay Assessments. If an owner is in default in the monthly payment of the aforesaid charges of assessments for thirty (30) days, the members of the Board of Managers may bring suit for and on behalf of themselves and as representatives of all owners, to enforce collection thereof or to foreclose the lien therefor, as provided in the Declaration. There shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by the Declaration, any decision or any statute or law now or hereinafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be a lien or charge against the Unit ownership of the owner involved when payable, and may be foreclosed by an action brought in the name of the Board of Managers as in the case of foreclosure of liens against real estate as provided in the Declaration. As provided in the Declaration, the members of the Board of Managers and their successors in office acting on behalf of the other Unit owners, shall have the power to bid on the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Any encumbrancer may from time to time request in writing a written statement from the Board of Managers setting forth the unpaid common expenses with respect to the Unit covered by his encumbrance and unless the request shall be complied within twenty (20) days, all unpaid common expenses which became due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a Unit may pay any unpaid common expenses payable with respect to such Unit and upon such payment, such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of his encumbrance.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Rights of Oak Creek South, Inc. Pending the Sale of Seventy-Five Percent (75%) of Unit Ownership. Until such time as said Corporation shall have consummated the sale of seventy-five percent (75%) of all Unit ownerships, the powers, rights, duties and functions of the Association and its Board of Managers shall be exercised by five (5) persons selected by Oak Creek South, Inc., with at least two (2) of the persons so selected being Unit owners other than said Oak Creek South, Inc., its agents or representatives.

Section 2. 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.

Section 3. 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.

Section 4. 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.

Section 5. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 6. Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedure established in the Declaration and these By-Laws shall be deemed to be binding on all Unit owners, their successors, heirs and assigns.

Section 7. 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 rest of these By-Laws.

IN WITNESS WHEREOF, OAK CREEK SOUTH, INC., acting by and through its duly elected officers, has executed these By-Laws this 6th day of September, 1977.

Signed in the presence of:

OAK CREEK SOUTH, INC.

Mary King  
Susan M King

John R. King  
John R. King



STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this  
6th day of September, 1977, by John G. Black,  
President, and John P. Chaney,  
Secretary of OAK CREEK SOUTH, INC., an Ohio  
corporation, on behalf of the corporation.

LARRY J. DENNEY Attorney at Law  
Notary Public  
Law Office 1000 Montgomery Avenue  
Section 1708 U.S.C.

*Larry J. Denney*  
Notary Public

