<u>AMENDMENTS TO "*EXIBIT B*" OF THE</u>
<u>DECLARATION OF CONDOMINIIJM OWNERSHIP FOR</u>
<u>STORAGE WORLD CONDOMINIUMS</u>

These amendments to the Bylaws, *("Exhibit B*") attached to the *Declaration of Condominium Ownership For Storage World Condominiums* ("Declaration") are entered into as of this ___ day of__________, 2025 by Storage World Condominium Association, an Ohio not for profit corporation, Ohio Registration No. 1072326, (the "Association").

<u>RECITALS:</u>

A. STORAGE WORLD, INC , an Ohio corporation ("Declarant"), filed for record with the Medina County, Ohio Recorder on February 16, 1989 a certain *"Declaration of Condominium Ownership for Storage World Condominium"* for the real property described on <u>Exhibit A</u> attached hereto and Incorporated herein (the "Declaration") With the Bylaws of Storage World Condominium ("Bylaws") attached as "*<u>Exhibit B"</u>* thereto, and Drawings incorporated by reference therein, the Declaration being recorded in OR 477, Pg. 62 et seq. of Medina County Records submitting the Storage World Condominium (the "Condominium") to the provisions of Chapter 5311 of the Ohio Revised Code and creating units (each, a "Unit") A-I through A-50 of the Condominium, (*Bldg. A*).

B. On January 30, 1992, Declarant filed for record with the Medina County, Ohio Recorder a *certain "Declaration of Condominium Ownership for Storage World Condominium Phase 11 Building # Two" (Bldg. B),* for the real property described on <u>Exhibit B</u> attached hereto and incorporated herein (the "First Amendment") with Bylaws attached thereto, and Drawings incorporated by reference therein, the First Amendment being recorded in OR 668, Pg. 87 et seq of Medina County Records and thereby submitting Phase No 2 of the Storage World Condominium to the provisions of Chapter 5311 of the Ohio Revised Code and creating Units B-l through B-50 of the Condominium expanding to One Hundred (100) the total number of Units in the Condominium.

C. On July 21, 1994, Declarant filed for record a certain *"Declaration of Condominium Ownership for Storage World Condominiums Phase 111 Building # Three", (Bldg. C),* for the real property described on Exhibit C attached hereto and Incorporated herein (the "Second Amendment") with the Bylaws attached thereto, and Drawings incorporated by reference therein the Second Amendment being recorded in OR 957, Pg. 362 et. seq. of Medina County Records and thereby submitting Phase No. 3 of the Storage World Condominium to the provisions of Chapter 5311 of the Ohio Revised Code and creating Units C-1 through C-60 of the Condominium expanding to One Hundred Sixty (160) the total number of Units in the Condominium.

D. On May 31, 1996, Declarant filed for record a certain *"Declaration of Condominium Ownership for Storage World Condominiums Phase W Building # Four", (Bldg. D),* for the real property described on Exhibit D attached hereto and incorporated herein (the "Third Amendment") with the Bylaws attached thereto, and Drawings incorporated by reference therein, the Third Amendment being recorded in OR 1182, Pg. 173 et seq of Medina County Records and thereby submitting Phase No. 4 of the Storage World Condominium to the provisions of Chapter 5311 of the Ohio Revised Code and creating Units D-l through D-60 of the Condominium expanding to Two Hundred Twenty (220) the total number of Units In the Condominium.

E. On May 13, 1998, Declarant filed for record a certain *"Declaration of Condominium Ownership for Storage World Condominiums Phase V Building # Five (Expandable)", (Bldg. E),* for the real property described on Exhibit E attached hereto and incorporated herein (the "Fourth Amendment") with the Bylaws attached thereto, and Drawings incorporated by reference therein, the Fourth Amendment being recorded in OR 1318, Pg. 792 et. seq. of Medina County Records and thereby submitting Phase No. 5 of the Storage World Condominium to the provisions of Chapter 5311 of the Oh10 Reused Code, and creating Units E-l through E-60 of the Condominium expanding to Two Hundred Eighty (280) the total number of Units m the Condominium.

F. On April 21, 1999, the Declarant filed with the office of the 0hio Secretary of State certain *Articles of Incorporation* for Storage World Condominium Association, an Ohio not for profit corporation (the "Association") thereby officially forming the entity charged, pursuant to Article 14 of the Declaration and the Amendments, with the administration and operation of the Condominium.

G. On November 30, 2004, Declarant filed for record a certain *"Declaration of Condominium Ownership for Medina Storage Condominium Association Building # F Phase #6 Expandable*" for the real property described on Exhibit F attached hereto and incorporated herein (the "Fifth Amendment") with the Bylaws attached thereto, and Drawings incorporated by reference therein, the Fifth Amendment being recorded as Document Number 20040R046223 of Medina County Records and the Drawings being recorded in Plat Document 2000PL000079 of Medina County

Records, and thereby submitting Phase No 6 of the Storage World Condominium to the provisions of Chapter 5311 of the Oh10 Revised Code, and creating Units F-1 through F-60 of the Condominium expanding to Three Hundred Forty (340) the total number of Units m the Condominium.

H. On December 11, 2006 the Board of Directors, (Managers) of Storage World Condominium Association under the authority of Section 5311.05 (E)(1) recorded the *Sixth Amendment To Declaration of Condominium Ownership For Storage World Condominium*, which is recorded at instrument 2006OR038459 of the Medina County Recorder's Official Records.

I. The First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment are collectively referred to herein as the "Amendments".

J. Pursuant to Section 14(A) of the Declaration and the Amendments, upon acquisition of title to a Unit, each Unit Owner automatically becomes a member of the Association.

K. Pursuant to Section 14(B) of the Declaration and the Amendments, a board ("Board") (and officers thereof) of the Association elected from among the Unit Owners as provided in the Condominium Bylaws, Article II, Section 2, (Board of Managers), shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law in operating and administering the Association and the Condominium.

L. Ohio Revised Code Section 5311.05(E)(1) provide that a Board of Directors of a condominium association may, without a vote of the unit owners, amend the condominium's declaration including an exhibit thereto, "the Bylaws", in any manner necessary:

(a) To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions;

(b) To meet the requirements of insurance underwriters;

(c) To bring the declaration into compliance with this chapter;

(d) To correct clerical or typographical errors or obvious factual errors in the declaration or an exhibit to the declaration;

(e) To designate a successor to the person named to receive service of process for the unit owners association. If the association is incorporated in this state, this may be accomplished by filing with the secretary of state an appropriate change of statutory agent designation;

(f) To permit notices to owners, as required by the declaration or bylaws, to be sent by electronic mail and, if returned undeliverable, by regular mail, provided the association has received the prior, written authorization from the owner;

(g) To delete as void, any provision within the declaration or bylaws, or in any applicable restriction or covenant, that prohibits or limits the conveyance, encumbrance, rental, occupancy, or use of property subject to this chapter on the basis of race, color, national origin, sex, religion, or familial status.

NOW THEREFORE, the Board, pursuant to the authority granted by Ohio Revised Coder Section 531105(E)(1), hereby declares that the *Amended And Restated Bylaws of Storage World Condominium Association*, be deemed, for all intents and purposes, to be <u>amendments</u> to the Declaration's Bylaws, ("*Exhibit B*") and not separate declarations of condominium ownership, and that the Declaration's Bylaws be, and hereby are, amended as follows:

AMENDED AND RESTATED BYLAWS

OF

<u>STORAGE WORLD CONDOMINIUM ASSOCITION</u>

These *Amended and Restated Bylaws of Storage World Condominium Association* ("Bylaws") are executed and incorporated into the *Declaration of Condominium Ownership For Storage World Condominiums, as Amended*, to which the Bylaws are attached as *"<u>Exhibit B</u>"*. All present or future Unit Owners/Members, their tenants, occupants and guests of any Unit are subject to the covenants, provisions and restrictions contained in the Declaration, as Amended, and these Bylaws.

ARTICLE I

<u>THE ASSOCIATION</u>

Section 1. <u>Name and Nature of Association.</u>

The Association is an Ohio nonprofit corporation Storage World Condominium Association, Registration No. 1072326.

Section 2. Membership.

Each Unit Owner upon acquisition of an Ownership Interest in a Unit shall automatically become a member of the Association. Unit Owner shall be determined by the person or entity whose name appears on the most recent deed to any Unit. The owner of more than one Unit shall be considered a single Member for the purposes of notice, but for voting purposes, such Member shall have one (l) vote for each Unit provided such Unit is not co-owned, or in the event they are, such owner is designated as the Member for each Unit. Each Member shall be entitled to one (l) vote without regard to the number of persons having an ownership interest in such Unit and the owner entitled to exercise the right to vote on behalf of the Unit shall be the Member, provided, however, such vote can only be exercised by a Member in Good Standing. Any person or entity that holds an interest in a Unit merely as a security interest shall not be a Member. Membership in the Association shall immediately terminate upon the transfer of legal title to such Unit.

Section 3. Co-Owners.

Any Unit with any number of co-owners shall have only one (1) owner who is a Member. For co-owned Units, the owner entitled to Membership and voting rights shall be that owner designated as the Member on a certificate, signed by all of the owners of the Unit, and filed with the Secretary of the Association. Such a certificate shall be valid until revoked by a subsequent certificate signed by all of the owners of the Unit. If a certificate is not on file on the Record Date (defined below), then the vote of any owner for a co-owned Unit shall be deemed to be the vote of such Unit, unless more than one owner for a co-owned Unit votes; in which case the votes of such owner(s) shall not be considered in determining a quorum nor for determination of the matter up for vote. However, in the event a certificate is not on file on the Record Date, but each co-owner of a given Unit is in Good Standing and each votes in the same manner for any vote, then the votes of such co-owners shall be collectively treated as the one vote for such Unit.

Section 4. Voting Rights.

Each Member in Good Standing, as of a Record Date, or as of the date of any meeting where a vote is called for in the event a Record Date has not occurred within the preceding three (3) months, shall be entitled to: one (l) vote for each Unit they own individually, and one (l) for each Unit they jointly own in which they have been designated as the "Member" as required herein. In the case of a Unit owned or held in the name of a corporation, partnership, fiduciary, or nominee, a certificate signed by a duly authorized representative shall be filed with the Secretary 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. If such certificate is not on file, the vote of such corporation, partnership, fiduciary, or nominee shall not be considered, nor shall the presence of such Member at a meeting be considered in determining whether the quorum requirements for such meeting have been met. A tenant of a Unit shall have no right to vote.

Except as otherwise provided in these Bylaws, a majority of the Members in Good Standing present at any duly convened meeting in person or by absentee ballot shall be sufficient to determine any matter**.** A Vendee under a Land Installment Contract shall have no right to vote unless the right to vote is assigned by the Vendor-Member of the Land Installment Contract and a copy of the Land Installment Contract is filed with the Medina County Recorder and notice of the assignment and recording is provided to the Secretary.

Section 5. Proxies and Absentee Ballot.

Members may vote or act in person, by absentee ballot, or by proxy. At all meetings, each Member in Good Standing may vote by absentee ballot. The Board shall adopt rules and regulations governing the use of absentee ballots and the form of absentee ballot to be used. Absentee ballots are only valid at a meeting of the Members if there is a quorum of Members. If voting by proxy of a Member in Good Standing, the person appointed as proxy need not be a Member of the Association. Each proxy shall be executed In writing by the Unit Owner or by his duly authorized attorney-in-fact filed with the Secretary of the Association (or' if there is no Secretary, then with the person conducting the meeting for which the proxy is given) at or before the meeting. Every appointment of a proxy shall be revocable unless such appointment is coupled with an interest. Without affecting any vote previously taken, the person appointing a proxy may revoke a revocable appointment by a later appointment received by the Association, or by giving notice of revocation to the Association in writing or in open meeting. The presence at meeting of the person appointing a proxy does not revoke the appointment.

Section 6. Annual Meeting of Members.

The annual meeting of Members of the Association for 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 place upon the Condominium Property or off the Condominium Property as may be designated by either the Board or the President and specified in the notice of such meeting, at 7:00 clock, P. M., or at such other time as may be designated by the Board or the President and specified in the notice of the meeting year, if not legal holiday, and, if legal holiday, then the next succeeding business day.

Section 7. Membership Special Meeting.

Special meetings of the Members shall be called upon the written request of (1) the President of the Association or (2) in case of the President absence; death or disability, the Vice President of the Association, (3) a majority of the Members of the Board acting either with or without meeting, or (4) Unit Owners entitled to exercise at least twenty-five per cent (25%) of the voting power. Upon request in writing for special meeting 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) or more than sixty (60) days after the receipt of such request as such officer may fix. If such notice is not given thirty (30) days after delivery or mailing of such a request, the persons calling the meeting may fix the date and place of the meeting and give notice thereof. Each special meeting shall be called to convene at 7:00 o'clock, P. M. and shall be held upon the Condominium Property or off the Condominium Property at a suitable location determined by the Board or President, as shall be specified in the notice of meeting. No business other than that specified in the call shall be considered at any special meeting.

Section 8. <u>Notices Of Meetings.</u>

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 or manner, and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these By-laws to give such notice. The notice shall be given to each Member of the Association by regular mail or electronic mail if the Association has received prior written authorization from the Unit Owner. However, if the electronic mail notice is returned as undeliverable, then notice shall be sent by regular mail. If mailed the notice shall be addressed to the Members of the Association at their respective addresses as they appear on the records of the Association. If a Unit Owner fails to maintain a current mailing address or e-mail address with the Association, then written notice can be mailed by regular mail to the address shown of the Medina County Auditor's tax records for the Unit Owner. Notice of the time, place or manner, and purpose of any meeting of Members of the Association may be waived in writing, either before or after the holding of such meeting, by any Member of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Member of the Association at any such meeting, without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by his of notice of such a meeting.

Section 9. <u>Quorum: Adjournment.</u>

At any meeting of the Members of the Association, Members entitled to exercise twenty-five **(25%)** of the voting power of the Association present in person, present electronically subject to verification, by proxy or absentee ballot, shall constitute a quorum for such meeting. Any meeting of the Association, at the Direction of the Board of Managers, may be held in person or by electronic conference/meetings, so long as there is a viable secure method of determining a Member's presence, if such Member is present for the purpose of voting. A meeting may be held utilizing a combination of both in person and electronic conferencing if authorized by the Board of Managers. 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. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting Is adjourned are fixed and announced at such meeting.

Section 10. <u>Conduct and Order of Business</u>.

As to all matters of procedure not specifically referred to in these Bylaws, Robert's Rules of Order shall apply.

The order of business at all meetings of Members of the Association shall be as follows:

(a) Calling of meeting to order;
(b) Proof of notice of meeting or waiver of notice;
(c) Reading of minutes of preceding meeting;
(d) Reports of officers;
(e) Reports of committees;
(f) Election or appointment of inspectors of election (if used);
(g) Election of Members Of Board of Managers, if applicable;
(h) Unfinished and/or old business;
(i) New business;
(j) Adjournment.

Section 11. Actions Without a Meeting.

All actions, except removal of a Board Member, 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 of the Association having the percentage of voting power required to take such action if the same were taken at a meeting. Such writings shall be filed with the Secretary of the Association.

ARTICLE II

BOARD OF MANAGERS

Section 1. Board of Managers.

The Board of Managers, ("Board"), shall constitute for all purposes the Board of Directors as required by Ohio Revised Code 5311.03.

Section 2. Number and Qualification.

The number of Managers shall be no less than three (3) and no more than seven (7),each of whom must be a Member in Good Standing or the spouse of a Member in Good Standing; and in the case of a Member that is a corporation, partnership, limited liability company, trust, fiduciary, or nominee, the designated representative of such Member is eligible to serve as a Manager. All Manager candidates must be in Good Standing with the Association at the time of the Annual Meeting or Special Meeting held for the election of Managers, and at least 18 years of age. If a Manager ceases to meet such Good Standing qualifications during his/her term, he/she will automatically, and without notice, cease to be a Manager and his/her place on the Board will be deemed vacant. No single Unit may be represented on the Board by more than one Manager.

Section 3. <u>Election of Board; Vacancies.</u>

Managers shall be elected at the annual meeting of Members of the Association or a special meeting called for such purpose or by mail pursuant to Section 3.2.

3.1 Nominations at meeting of Members. Nominations may be made by written nominations if signed by two Members and submitted ten (10) days prior to a meeting of the Members of the Association at which Board Members are to be elected or nominations shall be made at such meeting if a nomination is duly seconded by a Member. Only people nominated as candidates shall be eligible for election as Board Members at the annual meeting. An election at a meeting of the Members shall be by written secret ballot, whenever requested by any Member in Good Standing; but unless such a request is made, the election may be conducted in any manner approved at such meeting by the President with a majority of members at the meeting voting approval of the alternate manner of voting.

3.2 Election of Mangers. The election of Managers may be conducted by mail, in such manner as the Board shall determine. In such case, the President shall set a day and time for such election. It shall be the duty of the Secretary to prepare ballots with the names of the Nominations of candidates for each position of Manager, as determined pursuant to Section 3.3 and thereafter mailed, no less than ten (10) but not more than fifteen (15) days prior to the election date. A ballot and return envelope, addressed to the "Election Ballot" in care of Secretary, Storage World Condominium Association," and mailed or sent by electronic mail to the Secretary of the Association. The Board shall appoint prior to such election two inspectors of election whose duty it shall be: to safeguard the honesty and integrity of the vote to the best of their skill and ability (including but not limited to the authority to declare a ballot to be invalid in the event of an irregularity), to receive and inspect the votes cast, and to otherwise conduct such election; and thereafter certify the results of said election to the President and Secretary. The Secretary shall thereafter notify each Manager so elected, and request that such person accept the office to which he/she was elected.

3.3 Nominations for Election by Mail. Nominations for candidates for Managers at an election of Mangers pursuant to Section 3.2 shall be determined by a call for Nominations by the President and be submitted to the Secretary of the Association twenty (20) days prior to date set by the President for the election. Nominations shall be signed by two members.

3.4 Voting. Each Member in Good Standing may vote for as many candidates as there are vacancies in the Board. Candidates receiving the greatest number of votes shall be elected Managers. Cumulative voting is not permitted.

3.5 Vacancies. In the event of the occurrence of any vacancy or vacancies in the Board, however caused, the remaining Board Members, may, by vote of a majority of their number, fill any such vacancy for the unexpired term.

Section 4. Term Of Office; Resignation.

Managers are to be elected to serve staggered, three (3) year terms in order to have no more than three (3) Mangers' terms expiring in any given year. Each Board Member shall hold office until the annual meeting of the Members of the Association held for the election of his position and until his successor is elected, or until his earlier resignation, removal from office, ceases to be Member in Good Standing, or his death. Any Board Member may resign at any time by oral statement to that effect made at a meeting of the Board or in writing to that effect delivered to the Secretary of the Association; such resignation to take effect immediately or at such other time as the Board Member may specify.

Section 5. Committees.

In addition to the committees described in these Bylaws and in the Declaration, the Board may appoint other committees, as it deems appropriate to carry out the powers and duties of the Association. Such committees shall be organized in accordance with the rules and regulations, therefore, as may be promulgated from time to time, by the Board, and all members of such committees shall serve at the pleasure of the Board.

Section 6: Organization Meeting.

Immediately after each annual meeting Of Members Of the Association, the newly elected Board Members and those Board Members 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 may be held at such times and places as shall be determined by a majority of the Board. One or more regular meetings shall be held during each fiscal year. Notice to Members of such meeting need not be given.

Section 8. Special Meetings.

Special meetings of the Board may be held at any time upon call by the President or any two Board Members. Notice the time and place of each such meeting shall be given to each Board Member in any manner permitted in the Declaration for the giving of notices to Unit Owners, or by telegram or telephone, at least two days before the meeting, which notice need not specify the purposes of the meeting; provided , however, that attendance of any Board Member at any such meeting without protesting prior to or at the commencement of the meeting the lack of proper not shall be deemed to be waiver by him of notice of such meeting, and such notice may be waived In writing either before or after the holding of such meeting by any Board Member which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof any business may be transacted at any organization or special meeting.

Section 9. Executive Sessions.

At any regular or special meeting of the Board, the Board may, by the majority vote of the Managers, adjourn to an executive session for the purpose of discussing and/or taking action on matters of confidentiality. Including, but not limited to personnel issues/discipline, open contract bid solicitation, pending litigation, other matters protected under attorney-client privilege or enforcement of the Declaration or these Bylaws against any Member. Executive session minutes are not available for inspection and/or copying.

Section 10. Conduct of Meetings.

In accordance with Ohio Revised Code Section 5312.04 (D), the Board may hold a meeting by any method of communication, including electronic or telephonic communication, provided that each Manager can hear or read in real time and participate and respond to every other Manager.

Section 11. Notices.

Written notice of the time and place of such meeting(s) shall be given to each Manager, either by personal delivery, by mail, fax, email, or telephone. At least forty-eight (48) hours before the meeting (which notice need not specify the purposes of the meeting); provided 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/her of notice of such meeting. Such notice may be waived in writing either before or after the holding of such meeting by any Manager, which writing shall be filed with or entered upon, the records of the meeting. Unless otherwise indicated in the notice, any business may be transacted at any organizational or regular meeting.

Section 12. Voting Power.

Each Manager shall have one (l) vote. The vote of a majority of the Managers voting on any matter that may be determined by the Board at a duly called and noticed meeting, at which a quorum is present, shall be sufficient to determine any matter.

Section 13. Quorum: Adjournment.

A quorum of the Board shall consist of a majority of the Managers on the Board. Every Act or decision done or made by a majority of the Managers at a duly held meeting shall be regarded as the act of the Managers. A majority of the Managers present at a meeting duly held may adjourn such meeting, from time to time.

Section 14. Meeting Minutes.

Minutes shall be taken at or for all Board meetings. Copies of the approved minutes from all such meetings, except for those taken during closed executive sessions and limitations of Section 7 (c), shall be available for inspection by Members, upon reasonable request, at the office of the Association, or as kept by the Secretary.

Section 15. Action Without a Meeting.

In lieu of conducting a meeting, the Board may take an action with the written consent of all of the Managers, which written consent may be in electronic form, including by email or similar mode of communication. Any written consent shall be filed with the minutes of the Board's meeting.

Section 16. Participation at Meeting.

No Unit Owner/Member other than a Manager may attend or participate in any discussion or deliberation of a meeting of the Board unless the Board expressly authorizes that Members or other third parties may attend or participate.

Section 17. Compensation.

While serving on the Board, no Manager shall receive any salary or compensation for any service rendered by his/her service on the Board of Managers or for the Association, if such services rendered to the Association could be performed by a third party. However, any Manager may be reimbursed for his actual expenses incurred in the performance of his duties, as solely determined by the remaining Managers. If any Manager, Manager's spouse, life partner or immediate family member (defined as any parent, child or sibling of the Manager) seeks to be retained to perform services for the Association for compensation, the respective Manager must disclose the conflict of interest and completely abstain from the Board's decision-making process. If a majority of the Managers have a financial interest in the particular matter, the matter shall be submitted to the Members for approval by a majority of the disinterested Members.

Section 18. Removal of Managers.

Except as otherwise provided in these Bylaws, the Board may remove any Manager from the Board and create a vacancy in the Board, if:

(a) The Manager fails to attend three (3) consecutive, regularly scheduled meetings of the Board; provided, however, that this provision shall not apply if such absences are excused by the Board for reasonable cause.

(b) The Manager refuses to obey or comply with any federal, state, local township resolutions or a regulation of same.

(c) The Board determines that reasonable cause for removal exists based on wrongdoing. including, but not limited to, misfeasance or malfeasance, upon the concurrence of at least a majority of all remaining members of the Board other than the Manager whose removal is under discussion.

The remaining Managers, though less than a majority of the authorized number of Managers, shall, by a vote of a majority of their number, fill any vacancy for the unexpired term. At any Annual Meeting or Special Meeting duly called at which a quorum shall be present, any one or more of the Managers may be removed with or without cause, by the vote of a majority of the Members in Good Standing; and a successor(s) to such Manager(s) so removed, may be elected at the same meeting for the unexpired term of each such removed Manager. Any Manager whose removal has been proposed shall be given an opportunity to be heard at such meeting prior to the vote on removal.

Section 19. Powers.

The Board of Managers shall, under law, have the right, power and authority to:

(a) Exercise for the Association all powers, duties and authority vested in or delegated to this Association pursuant to the Declaration, these Bylaws, and Ohio Revised Code 5311 unless expressly reserved to the membership by other provisions of these Bylaws or the Declaration.

(b) Take all actions deemed necessary or desirable to comply with all requirements of law.

(c) Hire and fire managing agents, attorneys, accountants, and other independent professionals and employees that the Board determines are necessary or desirable in the management of the Property and the Association.

(d) 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 of Managers, or the Common Areas and Facilities, or that involves two or more Members and relates to matters affecting the Common Areas and Facilities.

(e) Enter into contracts and incur liabilities relating to the operation of the Common Areas and Facilities.

(f) Repair, maintain and improve the Common Areas and Facilities.

(g) Enforce all provisions of the Declaration, Bylaws, and Articles of Incorporation governing: the Common Areas and Facilities and the Association in general.

(h) Adopt and promulgate rules, by written notice to the Members, as the Board of Managers deems advisable, for: (i) the maintenance, conservation, and beautification of the Common Areas and Facilities, and/or for the health, comfort, safety, and general welfare of the Members and occupants; and also, (ii) to govern the operation and use of the Common Areas and Facilities or any portion thereof, and/or to regulate the use or occupancy of Storage Units, and/or regulate the maintenance, repair, replacement, modification, and appearance of Units, and Common Areas and Facilities when the actions regulated by those rules affect Common Areas and Facilities or other Units.

(i) Suspend the Voting Rights of a Member as provided herein.

(j) Acquire, encumber, and convey or otherwise transfer real and personal property, further subject to any restrictions contained in these Bylaws or the Declaration.

(k) Hold in the name of the Association real property and personal property.

(l) Grant easements, leases, licenses, and concessions through, under, or over the Common Areas and Facilities.

(m) Purchase or otherwise acquire, lease as lessee, invest in, hold, use, lease as lessor, encumber, sell, exchange, transfer, and dispose of property of any description or any interest in property of any description.

(n) Levy and collect fees or other charges for the use, rental, or operation of the Common Areas and Facilities or for services provided to Members.

(o) Impose interest and administrative late fees for the late payment of Association Assessments. Impose returned check charges, and pursuant to the requirements of the Declaration and Ohio law. Impose reasonable enforcement assessments for violations of the Declaration, these Bylaws, and the rules, and reasonable charges for damage to the Common Areas and Facilities or other Property.

(p) Establish, enforce, levy and collect Association Assessments against Members.

(q) Adopt and amend rules that regulate the collection of delinquent Association Assessments and the application of payments of delinquent Association Assessments.

(r) Impose reasonable charges to the Member for preparing, recording, or copying the Declaration, Bylaws, or amendments, or meeting minutes as well as reasonable charges for the handling of refinancing and/or resale certificates, documentation and or statements of unpaid Association Assessments.

(s) Authorize entry to any portion of the Property by designated individuals when conditions exist that involve an imminent risk of damage or harm to Common Areas and Facilities or Unit or to the health or safety of the Members or occupants of another Unit.

(t) Borrow money up **to** $50,000.00 in the aggregate without the approval of the membership, and for any amounts greater, so long as the same receives the approval of a majority of the Members in Good Standing that are present in person or by absentee ballot at a duly called or held meeting where quorum is present.

(u) Assign the Association's right to future income, including the right to receive Association Assessments and insurance proceeds. Also, issue, sell, or pledge notes, bonds, or other evidence of indebtedness of the Association as collateral for any monies borrowed. Execute related repair, and/or replacement of the Common Areas and Facilities, and/or for such capital additions, alterations, and improvements as may be approved by the Members in accordance with these Bylaws.

(v) Establish, in the Board of Managers, sole determination, standards, and/or procedures for the suspension of the voting rights of a Member during any period in which such Member shall be in default. Default shall mean Member is more than thirty (30) days delinquent in the payment of any Association Assessment or enforcement assessment levied by the Association.

(w) Obtain insurance and fidelity bonds the Board considers appropriate and necessary.

(x) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

(y) Pay the taxes and Assessments levied against the property owned by the Association before they become delinquent.

(z) Do all things permitted by law and exercise all power and authority within the purposes stated in the Declaration or incidental thereto.

Section 20. <u>Duties</u>.

It is the duty of the Board to:

(a) Keep a complete record of all its acts and corporate affairs and present a statement of its acts in the prior year to the Members at each Annual Meeting.

(b) Supervise all Officers, agents, and employees of the Association and see that their duties are properly performed.

(c) As more fully provided in the Declaration and these Bylaws:

(i) Fix the amount of the Annual Association Assessment against each Unit/Unit Owner at least thirty (30) days in advance of each Annual Association Assessment period. The failure to fix an Annual Association Assessment shall not relieve any Unit Owner/Member from paying an Annual Association Assessment when one is fixed or from paying the Annual Association Assessment last fixed.

(ii) Send written notice of each Annual Association Assessment to every Member subject thereto, at least thirty (30) days in advance of each Annual Association Assessment period. The failure to send such notice within such time shall not relieve any Unit Owner/Member from paying an Annual Association Assessment when the Unit Owner/Member does receive notice of the Assessment or from paying the Annual Association Assessment of which the Unit Owner/Member last had notice.

(iii) Fix and give notice of such Special Association Assessment(s) as may be reasonably necessary and establish the time(s) for the payment of such Special Association Assessment(s).

(iv) Collect delinquent Association Assessments.

(d) Foreclose the lien against any Unit of a Member for which Association Assessment(s) is/are not paid.

(e) File an action at law against the Member(s) personally obligated to pay the Association Assessment(s).

(f) Issue or cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any Association Assessment has been paid. A reasonable charge may be made by the Board of Managers for the issuance of these certificates. If a certificate states an Association Assessment has been paid, such a certificate shall be conclusive evidence of such payment.

ARTICLE 111

OFFICERS

Section 1. Election and Designation of Officers.

The Board shall elect a President, a Vice President , a Secretary and a Treasurer, each of whom shall be a member of the Board. The Board may also appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary who may or may not be members of the Board but who are members of the Association. The Secretary and Treasurer may be the same person. No other person shall simultaneously hold more than one of any of the other offices.

Section 2. Term of Office- Removal – Resignation.

The officers of the Association shall hold office at the pleasure of the Board of Managers until the next organization meeting of the Board and until their successors are elected, except in case of resignation, removal from office or death. The Board may remove any officer at any time with or without cause by majority vote of the Board members then in office. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or any later time specific, that acceptance of such resignation shall not be necessary to make it effective. Any vacancy in any office may be filled by the Board.

Section 3. President.

The President shall be the chief executive officer of the Association. He shall preside at all meetings of members of the Association •and shall preside at all meetings of the Board. Subject to directions of the Board, 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 or otherwise be provided for In the Declaration or in these Bylaws.

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.

Section 5. Secretary.

The Secretary shall keep the minutes of meetings of the members of the Association and of the Board. He shall keep such books as may be required by the Board, shall give notices Of meetings of members of the Association and of the Board as required by law, the Declaration or by these Bylaws, and shall have such authority and shall perform such other duties as may be determined by the Board or otherwise be provided for in the Declaration or in these Bylaws.

Section 6. Treasurer.

The Treasurer shall receive and have in charge all money, bills, notes and similar property belonging to the Association, and shall do with the same as may be directed by the Board. He shall keep accurate financial accounts and hold the same open for Inspection and examination of the Board and shall have such authority and shall perform such other duties as may be determined by the Board. The Board may employ a financial agent/CPA firm to perform such functions of the Treasurer as delegated by the Board.

Section 7. Other Officers.

The Assistant Secretaries and Assistant Treasurers , if any, and any other officers whom the Board may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board.

Section 8. Delegation of Authority and Duties.

The Board is authorized to delegate the authority and duties of any officer to any other officer, to a managing agent , or to a management company, or to any one or more of the, and generally to control the action of the officers and managing agent or management company and to require the performance of duties in addition to those mentioned herein. The execution of a management agreement with a managing agent or management company which authorizes or requires the managing agent or management company to perform certain duties shall be deemed to be a delegation and authorization to such managing agent or management company of such duties and of all power and authority necessary to carry out such duties.

ARTICLE IV

GENERAL POWERS OF THE ASSOCIATION

Section I. Common Expenses.

The Association, for the benefit of all the Unit Owners, shall pay all Common Expenses arising with respect to, or in connection with, the Condominium Property, which Common Expenses shall include, without limitation, the following:

(a) Utility Service for Common Areas and Facilities.

The cost of water, waste removal, electricity, telephone, heat, power or any other utility service for the Common Areas and Facilities excluding those Limited Common Areas and Facilities located within or physically adjoining the Units. Notwithstanding the foregoing, the Board may, in addition, elect to include and pay from time to time as Common Expenses any or all utilities and services (including water, sanitary sewer, waste removal, garbage collection and disposal, electricity, gas, and other power or energy) furnished to or consumed by the Occupants of the Units. Upon determination of the Board that any Unit Owner is using excessive amounts of any utility services which are Common Expenses, the Association shall have the right to levy special assessments against such Unit to reimburse the Association for the expense incurred as a result of such excessive use.

(b) Management.

The fee of the management company or agent.

(c). Insurance.

Premiums upon policies of insurance obtained by the Association and on any policy to insure:

(k) Errors and Omissions. Board members and officers against those matters for which they are indemnified by the Association under Section I of ARTICLE VI of these Bylaws.

(ii) Casualty Insurance. Premiums for hazard and fire insurance, with extended coverage and vandalism endorsements.

(iii) Liability Insurance. Premiums for insuring the Association, the Board of Managers and officers, the manager or managing agents, and the Members against any liability to the public or to the Members, their tenants, invitees and licensees, incident to the ownership and/or ownership and/or use of the Common Areas and Facilities.

(iv). Other Insurance. Premiums for other insurance, including insurance effected in accordance with the provisions of the Declaration, these Bylaws or determined by the Board.

(v) Unit Owner's Insurance. Each Member shall provide insurance for his/her own Unit and the responsibility for damages due to his/her neglect or oversight. Except that this provision shall not conflict with and be subject to the provisions of the Declaration or these Bylaws with respect to insurance.

(d). **Workmen's Compensation.**

Workmen's Compensation insurance to the extent necessary to comply with any applicable laws.

(e). **Wages and Fees for Services.**

The wages and/or fees for services Of, any person or firm employed by the Association, including, without limitation the services Of a person or firm to act as a manager or managing agent for the Condominium Property, the services of any person or persons required for the maintenance or operation of the Condominium Property and legal, engineering, accounting and/or other services necessary or proper to the operation of the Condominium Property or the enforcement of the Declaration and these Bylaws and for the organization, operation and enforcement Of the rights Of the Association.

(f). **Care of Common Areas and Facilities.**

The cost of landscaping, gardening, snow removal, painting, cleaning, maintaining, decorating, repairing and replacing of the Common Areas and Facilities, excluding the Limited Common Areas and Facilities physically adjoining the Units and such furnishings and equipment for the Common Areas and Facilities as the Board shall determine are necessary and proper. The Board shall have the exclusive right and duty to acquire furnishings and equipment for the Common Areas and Facilities.

(g). **Additional Expenses.**

The cost of any materials, supplies, furniture, labor, services, maintenance, repairs, replacements, structural alterations and insurance which the Association is required to secure or pay for pursuant to the terms of the Declaration or by law, or which the Board deems necessary or proper for the maintenance and operation of the Condominium Property for the enforcement of the Declaration and the Rules.

(h). **Discharge of Mechanics' Liens**.

Any amount necessary to discharge any mechanic's lien or other encumbrance which may in the opinion of the Association constitute a lien against the Common Areas and Facilities or any direction by the Board. Where one or more Unit Owners are responsible for the existence of such lien or for the work or labor authorized or directed by the Board, the Association may pay or otherwise discharge the lien, but the responsible Unit Owner or Owners shall be jointly and severally liable for the costs and expenses of discharging it, and any costs and expenses incurred by the Association by reason of said lien or liens shall be specially assessed to said Unit Owners.

(i). **Certain Maintenance Of Units.**

The cost of the maintenance and repair of the Limited Common Areas and Facilities and of any Unit if such maintenance or repair is necessary, in the discretion of the Association, to prevent damage to or destruction of any part of the Common Areas and or any other Unit and the Unit Owner having the exclusive right to use such Limited Common Areas and Facilities or owning such Unit requiring such maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said Unit Owner; provided, however, that the Association shall levy a special assessment against such Unit Owner to recover the amount expended for such maintenance or repair.

(j). **Miscellaneous**.

Any and all other costs and expenses designated as Common Expenses in the Declaration (which includes these Bylaws) or incurred by the Association to carry out its duties, obligations or undertakings under the Declaration (which includes these Bylaws).

Section 2. Association's Right to Enter Units.

The Association or its agents may enter any Unit and Limited Common Areas and Facilities; when necessary, in connection with any maintenance, repair or construction for which the Association is responsible or has a right to maintain, repair or reconstruct. Such an entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Association. The Association reserves the right to retain a pass key to each Unit. Unit Owners may install safety or night latches or other security devices to the doors of their Units for their security; but in the event of any emergency originating in or threatening any Unit, or at any other time when required alterations or repairs are scheduled, the managing agent or his representative or any person designated by the Board, and any police, safety, firefighting, health or similar official, may enter the Unit immediately, whether the Unit Owner is present or not, and use such force as necessary to make entrance. Any damage caused to the Unit or Common Areas and Facilities by reason Of such entry being made through such safety, night or security latches, locks or devices shall be repaired and paid for by the Unit Owner who installed or used such latch, lock or device.

Section 3. Capital Additions and Improvements

Whenever in the judgment of the Board the Common Areas and Facilities shall require additions, alterations or improvements (as opposed to maintenance, repair and replacement) costing in excess of $10,000.00 and the making of such additions, alterations or improvements shall have been approved by Unit Owners entitled to exercise not less than a majority of the voting power, the Board shall proceed with such addition, alteration or improvements costing $10,000.00 or less may be made by the Board without approval of the Unit Owners, and the cost thereof shall constitute Common Expense.

Section 4. Rules and Regulations.

The Association, by vote of the members entitled to exercise a majority of the voting power of the Association, or the Board, may adopt such reasonable Rules and Regulations and from time to time amend the same as it or they may deem advisable for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the Unit Owners, tenants and occupants. Written notice Of such Rules shall be given to Unit Owners, tenants and occupants and the Condominium Property shall at all times be maintained subject to such Rules. In the event such Rules shall conflict with any provisions of the Declaration or these Bylaws, the provisions of the Declaration and these Bylaws shall govern.

Section 5. Special Services

The Association or Board may arrange for special services and facilities for the benefit of such Unit Owners and Occupants as may desire to pay for the same, including: without limitation: the cleaning, repair and maintenance of Units. The services and facilities may be furnished on a concession or other basis pursuant to which a contractee or licenssee pays a fee to the Association for the right to maintain certain facilities upon the Common Areas and Facilities and charge the users thereof fee for their use. The foregoing description is not to be considered exclusive of any other arrangements the Association or Board might desire to make for special services and facilities authorized by the first sentence of the Section.

Section 6. No Active Business to be Conducted for Profits.

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; but this shall not preclude the Association from entering into contracts licenses, concession agreements and the like affecting parts or uses Of the Common Areas and Facilities which result in the production of income for the Association, from making arrangements of the types described in Section 5 of this ARTICLE IV.

Section 7. Delegation of Duties.

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

Section 8. Applicable Law, Priority of Documents.

The Association shall be subject' to and governed by the provisions of Chapter 5311 of the Ohio Revised Code; provided ; however, that all inconsistencies between or among the permissive provisions of Chapter 5311 of the Ohio Revised Code and provisions of the Declaration shall be resolved in favor of the Declaration; and any indirect inconsistency between any obligatory provisions of Chapter 5311 of the Ohio Revised Code and any provisions of the Declaration shall be resolved in favor of Chapter 5311 of the Ohio Revised Code. In the event of any inconsistency between the Declaration and these Bylaws, the provisions of the Declaration shall prevail.

ARTICLE V

FINANCES OF ASSOCIATION

Section 1. Determination of Assessments.

The Board shall fix and determine, from time to time, the sum(s) necessary and adequate for the types of Assessments provided by the Section 1(a) and Section 18 of the Declaration and as provided in this Article V; and in the Declaration, which include those sums necessary to pay for Common Expenses. Common Expenses shall include expenses for the operation, maintenance, repair, or replacement of the Common Areas and Facilities and such other parts of the Property as provided for in the Declaration, the carrying out of the powers and duties of the Association, the items enumerated in Article IV above, and any other expenses designated from time to time, by the Board as Association expenses. The Board is specifically empowered on behalf of the Association to fix the annual operating budgets and collect the Assessments and to maintain, repair, and replace the Common Areas and Facilities

.

(a) **Types of Assessment.** Each owner or co-owner, whether by legal or equitable ownership, of a Lot shall be a Member or Associate Member (as each is defined in the Bylaws) of the Association. By acceptance of a deed to a Lot (whether or not it shall be so expressed in such deed), each grantee under such deed is deemed to covenant and hereby agrees to pay to the Association the following (collectively, the "Assessments" or an "Assessment"):

(i) **Annual Operating Assessment**. There is hereby established an Annual Operating Assessment levied against all Unit Owners for the purpose of satisfying the common expenses of the Association relating to management and operation of the Common Areas and Facilities, ("Common Expenses"), which shall include, but not be limited to: costs for the maintenance, repair and other services provided by the Association, taxes on the Association property, insurance premiums for insurance provided pursuant hereto, costs for the operation, management and administration of the Association, including, but being not limited to, fees of property management, legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, the salaries, wages, payroll charges, and other costs incurred to perform these services a general operating reserve and a capital improvements reserve.

(ii) **Special Assessments.** The Association shall have the right, subject to the provisions of the Declaration and these Bylaws, to levy a Special Assessment for the expense to construct, reconstruct, repair and replace capital improvements which are a part of the Common Elements, to the extent reserve funds are insufficient.

(iii) **Individual Assessments**. The Association may levy an Individual Assessment on any Unit Owner to reimburse the Association for the cost of performing obligations of a Unit Owner pursuant to the provisions of the Declaration, these Bylaws, or for such reason as may hereafter be determined by the Association, including and without limiting the generality of the foregoing, for the reason of levying as an assessment:

(1) The cost of enforcement against a Unit Owner, any occupants thereof, or the respective licensees and invitees thereof, of any violation of the terms of the Declaration, the Bylaws, or such rules and regulations as may, from time to time, be adopted by the Board.

(2) Costs incurred by the Association in the event the Unit Owner or any occupant thereof fails to maintain such a Unit in a manner which, in the discretion of the Board, constitutes a nuisance or threatens the welfare of other Members, Unit Owners or occupants.

(b) **Procedures for Imposing an Individual Assessment for Damages or Enforcement.**

(i) Notice. Prior to imposing an Individual Assessment, the Board shall give the Unit Owner a written notice containing:

(1) A description of the property damaged; the required maintenance or the violation.

(2) The amount of the proposed Individual Assessment.

(3) Statement that the Unit Owner has a right to a hearing before the Board to contest the Individual Assessment.

(4) A statement setting forth the procedures to request a hearing.

(5) A reasonable date by which the Unit Owner must remedy the violation to avoid the Individual Assessment, if such an opportunity to remedy is applicable.

(ii) Hearing. A Unit Owner may request a hearing by delivering written notice of such a request no later than the tenth (10th) day after receiving the notice provided in Section 3(c) of this Article. If the Unit Owner fails to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the Individual Assessment referenced in the notice provided above or may allow a reasonable time for the Unit Owner to remedy the violation before imposing an Individual Assessment. If a Unit Owner requests a hearing, the Board shall not levy the Individual Assessment before holding a hearing, and will, at least seven (7) days prior to the hearing provide the Member with a written notice of the date, time and location of the hearing. Within thirty (30) days following a hearing at which the Board imposes an Individual Assessment, the Board shall deliver a written notice of the Individual Assessment to the Unit Owner.

(c) **Manner of Notice.** Any notice required under this Section shall be served in accordance with Article VII, herein.

(d) **Levy and Amount of Annual and Special Assessments.**

(i) **Annual Operating Assessment.** The Board shall estimate and levy an assessment for the total amount necessary to pay all the Common Expenses for the next calendar year together with a reasonable amount considered by the Association Board to be necessary for a reserve for contingencies or other charges, concessions, contracts for special services and facilities. On or before December 15 shall notify each Unit Owner in writing as to the amounts of such estimates and shall send a copy of such notice to each holder of a first Mortgage upon a Unit who has made a request in writing for such notification.

On or before the date of each annual meeting the Board shall furnish to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided, by special assessments, or otherwise, and showing the net amount over or short of the actual expenditures plus reserves.

(ii) **Operating Reserve.** The Board may establish and maintain a "General Operating Reserve Fund" in such an amount as shall be determined by the Board so as to assure availability of funds for the normal operation of the Association.

(iii) **Capital Improvement Reserve.** The Board may establish and maintain a "Reserve Fund" in such an amount as the Board may deem appropriate, so as to assure the availability of funds for the repair and replacement of capital improvements which are a part of the Common Elements. Payments by Unit Owners into this fund shall be contributions to the capital of the Association. These funds, except as otherwise provided by the Board, shall be used solely for the purpose for which they are designated.

(iv) **Special Assessments for Capital Improvements.** In addition to the Annual Operating Assessment referred to hereinabove, the Board may recommend to the membership, at any time, in its discretion, Special Assessments to construct, reconstruct, or replace capital improvements on the Common Elements to the extent that reserves therefore are insufficient. Any proposed Special Assessment must be approved by the Association and its Members by an affirmative vote of more than fifty percent (50%) of those Members in Good Standing who cast a vote, whether present in person or by absentee ballot, at a duly called or held Annual Meeting or Special Meeting called for such purposes, at which there is a quorum. For purposes of this section, those Members in Good Standing that are present in person or by absentee ballot at such meeting shall constitute a quorum.

(v) **Special Individual Assessments.** The Board may levy an Individual Assessment against an individual Unit Owner, to reimburse the Association for those costs incurred in connection with that Unit including but not limited to:

(1) In the event the Unit Owner or his tenant fails to maintain his/her Unit as provided in the hereinabove and the Association is required to maintain the Unit and to protect the safety and public health of others.

(2) In the event that any action is instituted against a Unit Owner or his tenant, as a result of any violation of the terms of the Declaration, the Bylaws, or such rules and regulations as may, from time to time, be adopted by the Board.

(3) Any damage done to the exterior of the Unit, the Common Areas and Facilities caused by the Unit Owner or his tenant or his invitees, the damage shall be repaired immediately by the Unit Owner. If the Unit Owner refuses or delays repairs the Association may make the necessary repairs and assess the Unit Owner for the cost thereof.

(e). **Payments.**

All Assessments shall be payable to the Association and upon request, the Secretary or Treasurer shall give a receipt for each payment made. The Assessments are due on January 31st of each calendar year or other due dates as established by the Board. All Assessments shall start and accrue immediately upon the sale and transfer of a Unit from one Unit Owner to the next or from the Unit Owner to a Vendee under a Land Installment Contract.

(f)**. Effect of Non-Payment of Assessments; Remedies of the Association.**

(i) If any installment of any Assessment is not paid within thirty (30) days after the same has become due, the entire unpaid balance of such assessment shall then automatically be accelerated and shall immediately become due and payable in full, together with the cost of collection thereof, attorneys' fees, and interest on the entire unpaid balance of such assessment at the higher rate of ten percent (10%) per annum, or the highest interest rate permitted by law.

(ii) At any time after an Assessment or an installment thereof levied pursuant hereto remains unpaid for thirty (30) days after the same has become due and payable, a certificate of lien for the entire unpaid balance of such

Assessment, together with the cost of collection thereof, attorneys' fees, and interest on the entire unpaid balance of such assessment at the rate set forth hereinabove, may be filed with the Medina County Recorder's Office, pursuant to authorization given by the Board. Such certificate of lien shall contain a description of the Lot against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the Assessment and shall be signed by the President or other officers designated for such purpose by the Board.

(iii) The lien provided for herein shall remain valid for a period of five (5) years from the date of the filing of the aforementioned certificate of lien, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien as hereinafter provided.

(iv) Except as to first mortgages as provided hereinafter, the lien referred to herein and the rights of the Association as provided herein shall not in any way be affected, abridged or impaired by the conveyance of the Unit to which such lien applies, but such rights shall continue as against the parties to whom such Lot is conveyed as provided hereinabove.

(v) The Association, as authorized by the Board, may bring an action at law against the owner or owners obligated to pay the Assessments referred to herein, or an action to foreclose the lien referred to hereinabove, or both. In any such foreclosure action, the owner or owners affected shall be required to pay a reasonable rental to the Association for that Unit during the pendency of such action and the Association shall be entitled to become a purchaser at the foreclosure. In any such action, interest and costs of such permitted by the laws of the State of Ohio. No Unit Owner of the Association may waive or otherwise escape liability for the Assessments provided herein by non-use of the Common Elements, or by abandonment of such Unit.

(vi) Any Unit Owner who believes that an Assessment chargeable to such a Unit Owner's Unit, for which a certificate of lien has been filed by the Association, has been improperly charged against that Unit, shall submit to Mandatory Mediation Proceedings, as set forth herein.

(g) **<u>Subordination of the Lien to the First Mortgages.</u>** The lien of the Association for all Assessments provided for herein (except where perfected by a recorded certificate of lien as provided hereinabove) shall be subject and subordinate to the lien of any duly executed and recorded first mortgage. Any holder of such first mortgage which comes into possession of an Unit (pursuant to the remedies provided in such mortgage), or by foreclosure of the mortgage, or by deed, or by deed in lieu of foreclosure, and any purchaser at a foreclosure sale shall take the property free of any claims for unpaid assessments or charges against the said Unit (except those referred to in a certificate of lien) which are attributable to the period prior to the time such holder or purchaser took title to such Unit.

(h) **<u>Local Government Assessments</u>.** In the event any governmental body should, in connection with a sewer, water, street, street lighting, or sidewalk improvement, or similar improvement or maintenance program or other governmental action, levy an assessment against all or any part of the Common Elements of the Association; those assessments shall be shared among all Lots, and if the same is paid by the Association, the same shall forthwith upon such payment be assessed by the Association among all Lots in the same proportions as annual operating assessments as otherwise provided hereinabove.

Section 2. <u>Use of Assessments</u>.

The Assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the Unit Owners and any and all occupants of a Unit arising by, through, or under a Unit Owner, the aesthetics of the community, and in particular for the improvement, maintenance, and replacement of property, services, and facilities devoted to this purpose. In addition to and related to, the use and enjoyment of the Common Area and Facilities including, but not limited to the payment of taxes, if any, and insurance, repair, replacement, and additions, and for the cost of labor, materials, equipment, management, and supervision. If assessments collected during the fiscal year are in excess of funds necessary to meet the anticipated expenses, the excess shall be paid into the General Operating Reserve Fund and in no event shall such excess be deemed profit nor available except in dissolution of the Association for distribution to Members. However, if the Board of Directors determines that the retention of any Assessments collected in excess of ordinary and necessary expenses would subject any proceeds to taxation, the Board of Directors, in its discretion, may refund all or any portion of such excess among the Unit Owners, at the time of such distribution in the same proportion as the they were made of those Unit Owners. Alternatively, any such excess may be applied by the Board of Directors so as to reduce the Assessments next due, payable.

Section 3. <u>Notice and Payment of Association Assessments</u>.

When the Board has determined the amount of any Assessment, a statement of the Assessment shall be hand-delivered, mailed or e-mailed to each of the affected Unit Owners. All Assessments shall be payable to the Association. Assessments shall be made against Unit Owner in an amount no less than required to provide funds in advance for payment of all of the anticipated current Association Expenses and for all of the unpaid Association Expenses previously incurred.

Section 4. <u>Obligation to Pay Assessments</u>.

(a) The Association shall credit payments made by a Unit Owner in the following order of priority:

(i) First, interest owed to the Association.

(ii) Second, to administrative late fees owed to the Association.

(iii) Third, collection, costs, attorneys' fees, and paralegal fees incurred by the Association in collecting the Association Assessment and/or enforcement assessment.

(iv) Fourth, to the principal amount the Unit Owner owes to the Association for the Association Expenses, Association Assessment, or enforcement assessments chargeable against the Lot or Dwelling.

(b) Each Unit Owner shall pay his/her proportionate share of the Association Common Expenses as assessed against the Unit Owners. Payment of any other Assessment shall be made in such amounts and at such times as the Board may determine. The obligation to pay any Assessment is a separate and independent covenant on the part of each Unit Owner. No diminution or abatement of Association Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board, under the Declaration or Bylaws, or for inconvenience, discomfort or dislocation arising from the making of repairs or improvements that are the responsibility of the Association or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. No Unit Owner may exempt himself/herself from liability for any Assessment(s) by waiver of the use or enjoyment of any of the Common Area and Facilities, by the abandonment of his/her Unit for any other reason.

(c) If any amount of any Assessment is not paid within 30 days after it has become due, the entire balance of the Assessment shall then be automatically accelerated and shall immediately become due and payable in full, together with the cost of collection thereof, attorneys' fees, and 10% interest per annum, or the highest interest rate permitted by law, on the entire unpaid balance of the assessment. A Certificate of Lien shall be filed in Medina County, Ohio pursuant to authorization given by the Board. The Certificate of Lien shall contain a description of the Lot against which the lien exists, the name(s) of the record owner(s), and the amount of the unpaid portion of the Assessment, and shall be signed by the President or other officers designated for such purpose by the Board of Directors. The lien shall remain valid for 5 years from the date of filing the Certificate of Lien, unless sooner released or satisfied. The Association, as authorized by the Board, may bring an action at law against the Unit Owner obligated to pay the Assessment or an action to foreclose the lien, or both. In any such foreclosure action, the Unit Owner shall be required to pay a reasonable rental to the Association for that Lot during the pendency of the action, and the Association shall be entitled to become a purchaser at the foreclosure. In any such action, interest, and costs of such action shall be added to the amount of such assessment, to the extent permitted by Ohio law. No Unit Owner may waive or otherwise escape liability for Assessments provided herein by non-use of the Common Elements or by abandonment of his/her Lot.

(d) Except as to first mortgages, the lien referred to herein and the rights of the Association as provided herein, shall not be affected, abridged, or impaired in any way by the conveyance of the Unit to which such lien applies, but such rights shall continue as against the parties to whom such Unit is conveyed as provided herein.

(e) The Board has the right to suspend the voting rights and rights to use the facilities of any Unit Owner, and the related tenant(s) and guest(s), if any, for the period of time for which the Assessment is unpaid. The voting rights and rights to use the facilities of any Unit Owner, and the related tenant(s) and guest(s), if any, shall also be suspended if, after reasonable notice and a hearing, any of the covenants or conditions contained in the Declaration or these Bylaws are violated.

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 to Unit Owners, or any delay in the making of Association Assessments against Unit Owners, or any of them, shall not constitute a waiver or release in any manner of such Unit Owner to pay his/her proportionate share of the Association's Common Expenses, including reserves, whenever the same shall be determined and assessed. In the absence of any annual estimate of the Association's Common Expenses, including required reserves, or of any Association Assessments based thereon, Unit Owners shall continue to pay the Association Assessments at the existing rate established for each Unit Owner then in effect, until the first maintenance payment becomes due.

Section 6. Certificate of Assessment.

Upon demand and for a reasonable charge, the Association shall furnish a certificate signed by an Officer of the Association at the discretion of the Board. The certificate shall set forth whether the Assessments as to a specific Unit have been paid and any unpaid amount.

Section 7. Books and Records.

(a) The Association shall keep full and correct and complete books and records of account that specify the receipts and expenditures relating to the Common Areas and Facilities and other common receipts and expenses, records showing the allocation, distribution and collection of the profits, losses, and expenses among and from the Unit Owners, minutes of the Association and meetings of the Board, and records of names and addresses of the Unit Owners, tenants and occupants (the "Association's Records").

(b) The Association Records are subject to inspection by any Unit Owner during hours when the business office of the Association is open. The Board may adopt rules establishing reasonable standards for the examination and copying of the Association's Records, which may include without limitation: standards and limitations governing the type of documents that are subject to examination and/or copying, limitations on the use and distribution of such records, and a reasonable fee for the examination and/or copying of the documents. In the absence of any rules; any Unit Owner or his/her mortgagee, or by any representative of an Unit Owner duly authorized, in writing, may, for reasonable purposes, during normal business hours and following a reasonable, prior written request to the Board, examine or copy the Association's Records, subject to a reasonable fee and the provisions of Chapter 5311. Within ten (10) days of a written request to the Board and upon payment of a reasonable fee, any Unit Owner shall be given a statement of his/her account showing the amount of any unpaid Association Assessments or other charges due and owing from such Unit Owner.

(c) Unless expressly approved by the Board a Unit Owner may not examine or copy shall not permit examining and/or copying of any of the following from books, records, or minutes that date back more than five years prior to the date of the request and/or contain any of the following:

(i) Information that pertains to personnel matters.

(ii) Communications with legal counsel or attorney work product pertaining to potential, threatened or pending litigation or other property-related matters.

(iii) Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;

(iv) Information that relates to the enforcement of the Declaration, these Bylaws or rules against other Unit Owners.

(v) Information prohibited by state or Federal Law to be disclosed.

Section 8. Status of Funds Collected by Association.

All funds collected shall be held and applied as designated in the Declaration, these Bylaws, and/or Ohio law. All sums collected by the Association for Assessments may be commingled in a single fund or divided into more than one fund, bank, or investment accounts as determined by the Board.

Section 9. Annual Review.

The books of the Association shall be reviewed once a year by the Board. In addition, at any time, upon the request of three (3) Directors or of Unit Owners holding fifty percent (50%) or more of the Association's total voting power, the Board shall cause an audit of the books to be made by a Certified Public Accountant; any such audit shall be at the expense of the Association and a copy of such audit shall be sent to every Unit Owner within thirty (30) days of Association's receipt **of same.**

Section 10. Fiscal Year.

The fiscal year shall be determined by the Board.

ARTICLE VI

INDEMNIFICATION

Section 1. In General.

The Association shall reimburse any member of the Board or officer of the Association or any former Director or officer of the Association and/or its or their respective heirs, executors, and administrators; against reasonable expenses in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he/she is or may be made a party by reason of being or having been such Director or officer of the Association. Reasonable expenses include attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement, actually and necessarily incurred by him/her. However, the Association shall not reimburse a member of the Board of Directors or officer if it is determined that.

(a) Such Director or officer was grossly negligent or guilty of misconduct in the performance of his/her duty to the Association.

(b) Such Director or officer acted in bad faith.

(c) In any criminal action, suit or proceeding, such Director or officer had reasonable cause to believe that his/her conduct was unlawful.

(d) In case of settlement, the amount paid in the settlement was reasonable.

The determination required above of whether or not to "reimburse", shall be made by the written opinion of independent legal counsel chosen by the Board. Notwithstanding the opinion of legal counsel, to the extent that a Director or officer has been successful in defense of any action, suit or proceeding, or in the defense of any claim, issue or matter, he/she shall, in that event, be indemnified as set forth above.

Section 2. Advance of Expenses.

The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.

Section 3. Indemnification Not Exclusive; Insurance.

The indemnification provided for in this Article shall not be exclusive, but shall be in addition to any other rights to which any person may be entitled, under the Articles of Incorporation, the Declaration, these Bylaws or rules, any agreement, any insurance provided by the Association, the provisions of Section 1702.12(E) of the Ohio Revised Code, and its successor statutes, or otherwise. The Association shall purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Director or officer of the Association.

Section 4. Directors and Officers Liability.

The Directors and officers of the Association shall not be personally liable to the Members for any mistake of judgment, negligence, or otherwise; except for their own individual willful misconduct or bad faith. The Association's indemnification shall include, but not be limited to: all contractual liability to third parties arising out of contracts made on behalf of the Association and every contract or agreement made by any Director or officer of the Association shall mean that such Director or officer of the Association is acting only as a representative of the Association and shall have no personal liability except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws.

Section 5. Cost of Indemnification.

Any sum paid or advanced by the Association under this Article shall constitute an Association Expense. The Board shall have the power and the responsibility to raise, by assessment or otherwise, any sums required to discharge the Association's obligations under this Article, provided, however, that the liability of any Member arising out of the contract made by any Director or officer of the Association, or out of the aforesaid indemnity in favor of such Director or officer of the Association, shall be limited to such proportion of the total liability as said Member's pro rata share of all the Members as members of the Association.

ARTICLE VII

NOTICES

Section 1. Notice to Association or Board.

All notices required or permitted under these Bylaws to the Association, or the Board shall be in writing and shall be sent via regular U.S. mail, first-class prepaid postage. Addressed to the Board or the Association, Post Office Box 1902, Medina, Ohio 44258, or forwarded to an address that the Board may designate, from time to time, by notice in writing to all Members.

Section 2. Notice to Unit Owner/Member.

All notices to any Unit Owner/Member shall be hand-delivered or sent via regular U.S. mail, first-class prepaid postage, to such Unit Owner/Member's Unit address or to such other address as may be designated by from time to time, in writing, to the Board.

Any Unit Owner/Member may authorize any Notice required under the Declaration, these Bylaws or required by law may be given by electronic mail as provided by the Unit Owner/Member to the Secretary of the Association.

Section 3. Notice to Tenant or Occupant.

Any notice required or permitted to be given to any tenant or occupant of a Unit other than a Unit Owner/Member, shall effectively be given if hand-delivered or sent by regular U.S. mail, first-class prepaid postage, to the Unit address.

Section 4. Notice to Personal Representatives or Fiduciaries.

Notices required to be given to any Court appointed guardian or conservator or executor or administrator of an Unit Owner/Member may be delivered either personally or by mail to such person at his/her address appearing on the records of the Court where the guardianship, conservator or estate of such Unit Owner/Member is duly appointed.

Section 5. Notice to Mortgagee or Vendor/Vendee Under Land Installment Contract.

Upon written request to the Secretary of the Association, the holder of any duly recorded mortgage, trust deed or vendor or vendee under a Land Installment Contract, shall be given a copy of any and all notices permitted or required by the Declaration or these Bylaws that would be given to the Unit Owner/Member whose Unit is subject to such mortgage, trust deed or land installment contract.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. No Active Business to be Conducted for Profit.

Nothing contained in the Declaration and/or these Bylaws 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 2. Mortgagees.

Any Mortgagee may, from time to time, request in writing a written statement from the Board of Managers setting forth all unpaid Assessments due and owing from its mortgagor-Member 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 of such request.

Section 3. Non-Waiver of Covenants.

No covenants, restrictions, conditions, obligations or provisions contained in the Declaration, or these Bylaws 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 4. Agreements Binding.

All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these Bylaws shall be deemed to be binding on all Members, Associate Members and occupants, and their respective heirs, executors, administrators, successors and assigns.

Section 5. Severability.

The invalidity of any covenant, restriction, condition, limitation or any other provision of these Bylaws, or any part of the same, shall not impair or affect in any manner the validity, enforceability or affect the rest of these Bylaws.

Section 6. Construction.

Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine, or neuter, singular or plural, wherever the context so requires.

Section 7. Definitions.

All capitalized words and terms used in these Bylaws shall have the same meaning as set forth in the Declaration or these Bylaws. The definitions set forth in paragraph 1 of the Declaration shall be applicable to the words and terms used in these Bylaws unless expressly or otherwise provided herein or unless the context otherwise requires. The following are additional definitions applicable to these Bylaws:

(a) "Board of Mangers" shall have the same meaning as the "Board of Directors" under Ohio Revised Code §5311.08(A).

(b) "Good Standing" means that the Member is not more than thirty (30) days late in the payment of any fees or Assessments owed to the Association from the date any fee or Assessment became due and payable.

(c) "Declaration" shall mean the document recorded in Volume 477, Pages 62 et seq; First Amendment, Volume 668, Page 87 et seq.; Second Amendment, Volume 957, Pages 362 et seq.; Third Amendment, Document Number 674390 in Volume 1182, Page 173 et seq.; Fourth Amendment, Document Number 744032 in Volume 1318, Page 792 et. Seq.; Fifth Amendment, Document Number 2004OR046223; Sixth Amendment, Document Number 2006OR038459 all filed with the Medina County Recorder's Office, Medina County, Ohio.

(d) "Land Installment Contract" is an agreement to purchase a Unit in compliance with Ohio Revised Code § 5313.02 of which the "Vendor" or "Vendee" has provided the Association written notice thereof.

(e) "Member" and "Unit Owner" are interchangeable terms with each meaning the person or persons owning the exclusive ownership and possessory interest and the entire title in a Unit.

(f) "Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, or agency of the United States or any state, authorized and qualified to do business in the State of Ohio, holding a first mortgage on a Unit or any person holding a mortgage on a Unit, of which mortgage interest the Association has received written notice.

Section 8. Captions.

. The captions used in these Bylaws 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.

Section 9. Use of Unit.

The Unit Owner's, his tenant's or occupant's use of a Unit shall be in conformity with the Declaration and by the following:

(a) The Unit may be leased or subleased, and the Unit Owner shall inform the Secretary of the Association of the name, current address, telephone number and e-mail address of the tenant.

(b) No manufacturing, retail selling or construction may be performed in or around the storage Unit except garage sales may be permitted if not in violation of any Sharon Township Zoning Resolution.

(c) Light warehousing shall be permitted.

(d) Minor light duty work to automobiles is permitted, i.e. oil changes, brake replacements, muffler replacements, and/or battery replacement, however, heavy maintenance or repairs may not be performed in or around the storage Unit whereas no painting, welding, rebuilding of automobile components, or any automobile body part replacement or restoration of automobiles shall be permitted.

(e) No restoration, refinishing, painting, priming, wood replacement or rebuilding of a boat shall be permitted.

(f) A Unit Owner, his tenants and his occupant shall be responsible for keeping the areas around the exterior of the Unit clean and free of debris.

(g) No storage shall be permitted outside the Owner's Unit except that one vehicle may be left outside for a period of twelve (12) hours.

(h) No hazardous or flammable material may be stored within the Unit unless the container meets all standards for storage of flammable liquids or waste as established by Section 1910.10 of the Occupational Safety and Health Standards set for approved containers for flammable and waste liquids, ("OSHA Approved Flammable Liquid Containers"). Flammable liquids, i.e. gasoline and diesel fuel in fuel tanks of vehicles are permitted so long as no leakage occurs.

(i) Each Unit Owner shall be responsible for and pay for his Unit's utilities, except electricity; which may be paid from a common fund unless a separate electric meter is installed.

(j) If electricity is paid by a common fund, no electric light shall be left on so as to run while the Unit Owner, his tenant, or occupant is not present.

(k) No freezers of any kind may be used within the Unit. No appliances which are designed to run continually shall be used within the Unit. No air conditioners shall be used or installed within the Unit.

(l) No electric heaters or heating devices shall be used within the Unit except the original gas furnace if installed at the time of construction.

(m) The Unit Owner, his tenant or occupant shall not change or modify the original electrical wiring of the Unit. No 220V wiring shall be permitted nor shall the use thereof be permitted at any time.

(n) The exterior of the Building may <u>NOT</u> be altered or changed. All exteriors of the Units must conform as originally built, and all door styles and colors must remain the same.

(o) The Interior of the Unit may be changed or modified at the Unit Owner's discretion <u>except</u> that <u>no</u> exit or openings shall protrude through the ceiling or sidewalls.

(p) Animals or pets may not be left unattended in a Unit.

(q) No signs, banners or painting may be placed on the Units exterior or the Unit's building except the Unit Owner's name plaque or number may be placed on the Owner's Unit.

(r) Each Unit Owner shall provide insurance for the interior of his Unit including but not limited to drywall repair, repainting or refinishing of any kind due to wind, rain, water or ice damage.

(s) Each Unit Owner shall provide liability insuraræ for any injury or damage which may occur within any Unit Owner's unit.

(t) Any damage done to a building or Common Area or Facilities shall be the responsibility of the Unit Owner, whether caused by Unit Owner, his tenant or occupant, this shall include but not limited to doors, siding and soffit areas. In the event the Unit Owner refuses or delays the necessary repairs the Board shall be entitled to make the repairs and assess the Unit Owner for the cost of repairs.

(u) No Unit Owner, tenant, or occupant shall store, manufacture, or grow any illegal substance or commit any acts that are in violation of law within a Unit.

(v) No dehumidifier shall be utilized within a Unit by an Owner, tenant or occupant unless permission is granted by the Board or President and arrangements to pay an additional electrical fee is arranged if the electricity is paid by a common fund.

(w) No Unit shall be utilized to conduct an active business for profit.

ARTICLE IX

MANDATORY MEDIATION

Section 1. Mandatory Mediation.

In the event a Member believes he has a claim against the Association, that Member must submit to the mediation process set forth below. Failure of the Member to mediate shall be grounds for the Association to seek a "Stay of Litigation" filed against it by the Member. The Association shall be entitled to recover its reasonable attorneys' fees in connection with the stay proceeding.

Section 2. Request and Selection of Mediator.

A Member must request mediation in writing with the nature of the dispute by providing written "Notice" to the Association. Within 14 days after receipt of the request, the parties shall meet and select a mutually acceptable mediator. If the parties are unable to agree on who will be the mediator, the two mediators selected shall select a third mediator. All three mediators shall preside over the mediation. None of these mediators may be Members unless both parties agree.

Section 3. <u>Time and Place of Mediation</u>.

The mediation will take place in Medina County, Ohio, at a location and time as chosen by the mediator, after consultation with the parties and within 30 days after selection of the mediator or as soon as practicable, thereafter. At the mediation, either party may be represented by counsel if the party so desires. No formal rules of evidence will apply in the mediation. Either party may videotape, record or otherwise transcribe the mediation.

Section 4. <u>Decision and Costs</u>.

The mediator will make a written decision to the parties within 14 days after the mediation proceeding, or as soon as practicable thereafter. A decision rendered by two of the three mediators, if there is more than one, will be deemed a recommendation of the mediation panel. Any expense of the mediator(s) shall be apportioned and paid by and between the parties in the amount and manner as decided by the mediator(s).

Section 5. <u>Approval and Breach</u>.

The parties to the mediation will have the option of approving the decision of the mediator(s). If the parties approve the mediator's decision and then if there is a breach of the mediator's decision by one of the parties, the other party may seek enforcement of the mediation decision in the Court of Common Pleas of Medina County, Ohio, and shall be entitled to such equitable relief or other relief as the court may determine.

ARTICLE X

AMENDMENTS

These Bylaws may be amended changed, enlarged and/or modified pursuant to the affirmative vote of more than fifty percent (50%) of those Members in Good Standing who cast a vote, whether present in person or by absentee ballot, at any Annual Meeting or Special Meeting called for such purpose, or by way of any special ballot mailed to all Members in Good Standing of the Association. Upon the adoption of any amendment, the Association shall assure that the same is filed with the Recorder of Medina County to be recorded in the marginal index of the Association governing documentation, containing the amendment being made, the volume and pages of the original Bylaws being amended, and the manner of the adoption of the amendment.

These Bylaws may also be amended, changed, enlarged and/or modified by the Board under Ohio Revised Code §5311.05)E)(1)(c) and (d).

STORAGE WORLD CONDOMINIUM ASSOCIATION

BOARD OF MANAGERS

The undersigned, being a majority of the Managers of the Board of Managers of STORAGE WORLD CONDOMINIUM ASSOCIATION, hereby adopt the following resolutions:

WHEREAS: The Bylaws of the Storage World Condominium Association are attached as "*Exhibit B*" to the *Declaration of Condominium Ownership for Storage World Condominiums* recorded at OR 477, Pg. 62, et seq, and amended by instruments recorded at OR 668, Pg. 87 et seq., OR 957, Pg. 362, et seq., OR 1182, Pg. 173, et seq., OR 1318, Pg. 792 et seq., and 2004OR046223 of the Medina County Recorder's Official Records.

WHEREAS: The Board finds its prudent, necessary and reasonable to adopt under the authority of Ohio Revised Code Section 5311.05(E)(1) the *Amended And Restated Bylaws of Storage World Condominium Association*, as "Exhibit B" to the *Declaration of Condominium Ownership For Storage World Condominiums* recorded at OR 477, Pg. 62, et seq, and amended by instruments recorded at OR 668, Pg. 87 et seq., OR 957, Pg. 362, et seq., OR 1182, Pg. 173, et seq., OR 1318, Pg. 792 et seq., and 2004OR046223 of the Medina County Recorder's Official Records.

NOW THEREFORE, BE IT RESOLVED: that the Board of Managers, pursuant to the authority granted by Ohio Revised Coder Section 531105(E)(1), hereby approves and adopts the *Amended And Restated Bylaws of Storage World Condominium Association*, as amendments to the *Declaration of Condominium Ownership For Storage World Condominiums* and not separate declarations of condominium ownership.

NOW THEREFORE, **BE IT RESOLVED:** ***that the*** Board if Mangers, pursuant to the authority granted by Ohio Revised Coder Section 531105(E)(1), hereby declares that "*Exhibit B*" to the *Declaration of Condominium Ownership For Storage World Condominiums* recorded at Volume 477, Page 62, et seq, and amended by instruments recorded at OR 477, Pg. 62, et seq, and amended by instruments recorded at OR 668, Pg. 87 et seq., OR 957, Pg. 362, et seq., OR 1182, Pg. 173, et seq., OR 1318, Pg. 792 et seq., and 2004OR046223 of the Medina County Recorder's Official Records shall be the *Amended And Restated Bylaws of Storage World Condominium Association.*

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IN WITNESS WHEREOF, the undersigned, approve, ratify and confirm these Resolutions this _______ day of _________________2025.

MANAGERS:

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CERTIFICATION OF ADOPTION

The foregoing Resolutions of the Board of Managers of the Storage World Condominium Association were duly approved and adopted by a majority vote of the Members of the Board of Managers at a meeting duly noticed and held on the ___ day of __________________, 2025.

WITNESSED THIS _____ DAY OF _________________. 2025 BY THE PRESIDENT AND SECRETARY OF THE STORAGE WORLD CONDOMINIUM ASSOCIATION

____
PRESIDENT

____
SECRETARY

CERTIFICATE OF NOTARY ACKNOWLEDGEMENT

[NO OATH OR AFFIRMATION ADMINISTERED. (Ohio Revised Code §147.543(D)(2)]

STATE OF OHIO
\ ss
COUNTY OF MEDINA

BEFORE ME, the subscriber, a Notary Public, in and for said County and State, personally appeared the above named, ________________________, and ____________________, the duly elected President and Secretary of the Storage World Condominium, Inc., who acknowledged that they did hereunto subscribe their name to the foregoing instrument on behalf of said non-profit Ohio corporation, and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at the City of Medina, and State of Ohio, this _____ day of ______________, 2025.

(Notary Must Affix Seal)

____
Notary Public
My commission expires:________________

(For Recording Purposes Only)
This Instrument Prepared by::
Gregory W. Happ, Attorney at law
Ohio Sup. St. Reg. No. 0008538