EXHIBIT C

AMENDED AND RESTATED

BYLAWS OF REDDINGTON VILLAGE

CONDOMINIUM UNIT OWNERS' ASSOCIATION, INC.

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PREFACE

These Bylaws are executed and incorporated in the Declaration of Condominium Ownership for the Reddington Village Condominium ("Declaration") pursuant to Chapter 5311, Ohio Revised Code ("Act"). Certain of the terms used in these Bylaws have been defined in the Declaration and, when used herein, shall have the same meaning as set forth in the Declaration, unless the context clearly indicates a different meaning. The purpose of these Bylaws is to provide for the establishment of a Unit Owners' Association for the government of the Condominium Property in the manner provided by the Declaration and by these Bylaws. This shall be accomplished on a non-profit basis, and no part of the earnings of the Association shall inure to the benefit of any private person, firm, corporation, association or organization. All present or future Unit Owners or tenants or their employees, or any other person who might use the facilities of the Condominium Property in any manner shall be subject to the covenants, provisions or regulations contained in the Declaration and these Bylaws and shall be subject to any restriction, condition or regulation hereafter adopted by the Association. The acquisition of any of the Units, located within the Condominium Property described in the Declaration, or the occupancy of any of the Units will constitute acceptance and ratification of the Declaration and of these Bylaws.

ARTICLE I
THE ASSOCIATION

Section 1. Name and Nature of Association.

The Association shall be an Ohio corporation not for profit and shall be called the Reddington Village Condominium Unit Owners' Association, Inc.

Section 2. Membership.

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

Section 3. Voting Rights.

On any question on which the vote of Unit Owners is permitted or required, the Unit Owner or Unit Owners of each Unit shall be entitled to exercise

one (1) vote for each such Unit. In the case of a Unit owned or held in the name of a corporation or a partnership, a certificate signed by said Unit Owner shall be filed with the Secretary of the Association. If such certificate is not on file, the vote of such corporation or partnership, shall not be considered nor shall the presence of such Unit Owner at a meeting be considered in determining whether the quorum requirement for such meeting has been met. Fiduciaries and minors who are Unit Owners of record of a Unit may vote their respective interests as a Unit Owner. If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in a Unit, each may exercise that proportion of the voting power of all of the Unit Owners of said Unit that is equivalent to their respective proportionate interests in said Unit. When any fiduciary or other legal representative of a Unit Owner has furnished to the Association proof, satisfactory to it, of their authority, they may vote as though he were the Unit Owner. The vote of the Association with respect to any Units owned by the Association shall be determined by the Board.

Section 4. Majority.

Except as otherwise provided in the Act, the Declaration or these Bylaws, all actions taken by the Unit Owners shall require the affirmative vote of a majority of the voting power of the Association present at a meeting at which a quorum is present.

Section 5. Proxies.

Unit Owners may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on his or their behalf shall be made in writing to 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 and shall be revocable at any time by actual notice to the Secretary of the Association by the member or members making such designation. Notice to the Association in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized. The presence at a meeting of the person appointing a proxy does not revoke the appointment.

Section 6. Unit Owners' Association and Meeting of Members.

(A) Unit Owners' Association.

The Unit Owners' Association was established following the first sale of a Condominium Ownership Interest in the Development.

(B) **Open Meetings.**

Unless otherwise provided in the Declaration or the Bylaws, all meetings of the Association are open to the Unit Owners.

(C) **Annual Meeting.**

The annual meeting of members of the Association for the election of members of the Board of Directors, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at such time and at such place as may be designated by the Board and specified in the notice of such meeting. The annual election meeting shall be held in the second quarter of each calendar year.

(D) **Special Meeting.**

Special meetings of the members of the Association may be held on any business day when called by the President of the Association or by the Board of Directors of the Association or by members entitled to exercise at least twenty-five percent (25%) of the voting power of the Association or by any Unit Owner when a meeting is required for the election of members to the Board of Directors pursuant to Article II, Section 5 hereof. Upon request in writing delivered either in person or by certified mail to the President or the Secretary of the Association by any persons entitled to call a meeting of members, such officer shall 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 within thirty (30) days after the delivery or mailing of such requests, the persons calling the meeting may fix the time of the meeting and give notice thereof.

(E) **Notices of Meetings.**

Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these Bylaws to give such notice. The notice shall be given by personal delivery or by mail to each member of the Association who is a Unit Owner of a Unit of record as of the day next preceding the day on which notice is given. 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. Notice of the time, place and purposes of any meeting of members of the Association may be

waived in writing, either before or after the holding of such meeting, by any members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting.

(F) Quorum.

Except as may be otherwise provided by law or by the Declaration, at any meeting of the members of the Association, the members of the Association entitled to exercise one-half (1/2) of the voting power of the Association present in person or by proxy shall constitute a quorum provided, however, that no action required by law, by the Declaration, or by these Bylaws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided further, that 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.

(G) Method of Communication.

A meeting of the Board of Directors may be held by any method of communication, including electronic or telephonic communication provided that each member of the Board can hear, participate, and respond to every other member of the Board. In lieu of conducting a meeting, the Board may take action with the unanimous written consent of the members of the Board. Those written consents must be filed with the minutes of the meetings of the Board.

Section 7. Order of Business.

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

(1) Calling of meeting to order.
(2) Proof of notice of meeting or waiver of notice.
(3) Reading of minutes of preceding meeting.
(4) Reports of Officers.
(5) Reports of Committees.
(6) Election of Inspectors of election.

(7) Election of members of the Board of Directors.
(8) Unfinished and/or old business.
(9) New Business.
(10) Adjournment.

Section 8. Actions without a Meeting.

All actions which may be taken at a meeting of the Association, except an action for the removal of a Board member, may be taken without a meeting with the approval of, and in a writing or writings signed by the members of the Association having the percentage of voting power required to take such action if the same were taken for a meeting. Such writing or writings shall be filed with the Secretary of the Association.

ARTICLE II
BOARD OF DIRECTORS

All power and authority of the Unit Owners' Association shall be exercised by a Board of Directors.

Section 1. Qualifications.

All Members of the Board of Directors (the "Board Members" or "Board") shall be Unit Owners or the spouses of Unit Owners. If a Unit Owner is not an individual, that Unit Owner may nominate for the Board any principal, member of a limited liability company, partner, director, officer or employee of that Unit Owner. If a Board Member shall cease to meet such qualifications during his term, they shall thereupon cease to be a member of the Board. The majority of the Board will not consist of Unit Owners or representatives from the same Unit unless authorized by a resolution adopted by the Board of Directors prior to the Board majority being comprised of Unit Owners or representatives from the same Unit.

Section 2. Number of Board Members.

Subject to such limitations as are or may be imposed by Chapters 1702 and 5311 of the Ohio Revised Code, the Declaration or these Bylaws, as any of the same may be lawfully amended from time to time, all power and authority of the Association shall be exercised by the Board of Directors consisting of five (5) members, in accordance with Section 3 hereof.

Section 3. Election and Term of Directors.

Members of the Board of Directors will be elected at the annual meeting of Unit Owners of the Association, but when the annual meeting is not held or Directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election will be by written secret ballot whenever requested by any Unit Owner; but, unless such request is made, the election may be conducted in any manner approved at such meeting. Each Unit may cast as many of their votes as there are Directors to be elected. The candidates receiving the greatest number of votes will be elected and those receiving the highest percentages of the total vote cast will serve for the longest terms. Tie votes will be decided by drawing of lots or by a flip of a coin. Each Director will hold office until the next annual meeting and until their successor is elected, or until their earlier resignation, removal from office or death. Any Director may resign at any time by oral statement to that effect made at a meeting of the Board of Directors, or in writing to that effect immediately or at such other time as the resigning Director may specify. Except as otherwise provided in these Bylaws, the Board may remove any Director and create a vacancy in the Board, which may be filled by the remaining Board of Directors, if by order of court the Director is found to be of unsound mind, or if the Director files for bankruptcy or has been adjudicated bankrupt, or if the Director is physically incapacitated, or if the Director is involved in any legal action against the Association, or if the Director fails to attend three consecutive meetings of the Board. Directors serve without compensation.

Except for a Director appointed or elected to fill a vacancy, Directors will be elected for a three-year term, however, the terms will be staggered so that at least one-fifth of the Board will expire annually and a 2-2-1 rotation is maintained at all times.

Section 4. Organization Meeting.

Immediately after each annual meeting of members of the Association, the newly elected Directors and those Directors 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 5. Regular Meetings.

Regular meetings of the Board of Directors may be held at such times and places as shall be determined by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal-year. In accordance with Ohio Revised Code Section 5311.08(A)(4)(a), any Board meeting may be held in person or

by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to every other Board member.

In lieu of conducting a meeting, the Board may take action with the unanimous written consent of the Directors. Those written consents will be filed with the Board meeting minutes.

Section 6. Special Meetings.

Special meetings of the Board of Directors may be held at any time upon call by the President or any two Directors. Written notice of the time and place of each such meeting shall be given to each Director either by personal delivery or by mail, telegram or telephone at least two (2) days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any Director at any such meeting without protesting (prior to or at the commencement of the meeting) the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting and such notice may be waived in writing either before or after the holding of such meeting, by any Director, 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, regular or special meeting.

Section 7. Quorum.

A quorum of the Board of Directors shall consist of a majority of the Directors then in office; provided that a majority of the Directors present at a meeting duly held, 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. At each meeting of the Board of Directors at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these Bylaws.

Section 8. Powers and Duties.

Except as otherwise provided by law, the Declaration, or these Bylaws, all power and authority of the Association shall be exercised by the Board. In carrying out the purposes of the Condominium Property and subject to the limitations prescribed by law, the Declaration, or these Bylaws, the Board, for and on behalf of the Association, shall: (A) Adopt and amend budgets for revenues,

expenditures, and reserves. Notwithstanding anything in Section 5311.081(A) of the Act, there shall be no set amount or percentage for the reserves; but instead, the reserves shall in an amount determined by the Board to be adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments; and (B) Collect assessments for Common Expenses from Unit Owners. Additionally, the Board, has the full power and authority to:

(A) Maintain, repair, replace, and conduct surveillance on, the Condominium Property and the Common Elements and certain of the Limited Common Elements.

(B) Levy Assessments against the Unit Owners and the collection of same.

(C) Designate personnel for the maintenance and operation of the Condominium Property, the Common Elements and the Limited Common Elements.

(D) In carrying out the purposes of the Association and subject to the limitations prescribed by law, the Declaration or these Bylaws, the Board, for and on behalf of the Association, may:

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

(2) Grant easements for access, utility and other purposes set forth in Article III of the Declaration for the benefit of the Condominium Development or any neighboring property.

(3) Make contracts.

(4) Effect insurance.

(5) Borrow money, and issue, sell, and pledge notes, bonds, and other evidence of indebtedness for the Association, provided, however, if such borrowing is in excess of Five Thousand Dollars ($5,000.00), the prior approval of the members of the Association

entitled to exercise a majority of the voting power of the Association shall be obtained at a special meeting duly held for such purpose.

(E) Employ a managing agent to perform such duties and services as the Board may authorize.

(F) Employ lawyers and accountants to perform such legal and accounting services as the Board may authorize.

(G) Adopt Rules and regulations.

(H) To do all things permitted by section 5311.081(B) of the Act and exercise all power and authority within the purposes stated in these Bylaws or the Declaration or incidental thereto.

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

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

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

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

(4) Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health or safety of the Occupants of that Unit or another Unit;

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

Section 9. Removal of Board Members.

Except as otherwise provided herein and in the Act, the Board may remove any Board Member if by order of court such Board Member has been found to be of unsound mind, or if he is physically incapacitated, adjudicated a bankrupt, or fails to attend three consecutive meetings of the Board. At any regular or special meeting of members of the Association duly called at which a quorum shall be present, any one or more of the Board Members may be removed with or without cause by the vote of members entitled to exercise a majority of the voting power of the Association, and a successor or successors to such Board Member so removed may be elected at the same meeting for the unexpired term for such removed Board Member. Any Board Member whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

Section 10. Vacancies.

Except as otherwise provided and subject to the provisions of Act, vacancies in the Board may be filled by a majority vote of the remaining Board Members until an election to fill such vacancies is held. Members of the Association shall have the right to fill any vacancy in the Board (whether or not the same has been temporarily filled by the remaining Board Members) at any meeting of the members of the Association called, for that purpose, and any Board Members elected at any such meeting of members of the Association shall serve until the next annual election of Board Members and until their respective successors are elected and qualified.

Section 11. Fidelity Coverage.

The Board may maintain blanket fidelity, crime, or dishonesty insurance coverage for any person who controls or disburses Association funds. As used in this section, "person who controls or disburses Association funds" means any individual with authority or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any Association account or deposit, including the following:

(a) A management company's principals and employees;

(b) A bookkeeper;

(c) The president, secretary, treasurer, any other Board member, or employee of the Association.

All of the following apply to the insurance coverage required under this section:

(1) Coverage shall be for the maximum amount of funds that will be in the custody of the Association or its designated agent at any one time plus three months of operating expenses.

(2) The insurance shall be the property of and for the sole benefit of the Association and shall protect against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of Association funds.

(3) The policy shall include in its definition of "employee" the manager and the managing agent of the Association's funds or provide for this inclusion by an endorsement to the policy.

(4) The policy shall name the Association as the insured party and shall include a provision requiring the issuer of the policy to provide a ten-day written notice to the Association's president or manager in the event of cancellation or substantial modification of the policy. The manager or managing agent, if any, of the Association shall be the designated agent on the policy.

(5) If there is a change in the manager or the managing agent of the Association, then within ten days of the effective start date, the new manager or managing agent shall notify the insurer of such change.

Section 12. Compensation. The Board of Directors shall not receive any salary or compensation for their services, as such, provided nothing herein contained shall be construed to preclude any Board Member from having dealings with the Association in any other capacity and receiving compensation therefor.

ARTICLE III
OFFICERS

Section 1. Election and Designation of Officers.

The Board of Directors shall elect a President, a Vice President, a Secretary and a Treasurer, each of whom shall be a member of the Association. The Board of Directors may also appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary, all of whom must also be members of the Association. The same person may hold more than one (1) office.

Section 2. Term of Office: Vacancies.

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

Section 3. President.

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

Section 5. Secretary.

The Secretary shall keep the minutes of meetings of the members of the Association and of the Board of Directors, shall give notice of meetings of the members of the Association and of the Board of Directors as required by law, these

Bylaws, or otherwise, and shall perform such other duties as may be determined by the Board of Directors.

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 of Directors. The Treasurer shall keep accurate financial accounts and hold the same open for the inspection and examination of the Directors and shall have such authority and shall perform such other duties as may be determined by the Board of Directors.

Section 7. Other Officers.

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

Section 8. Delegation of Authority and Duties.

The Board of Directors is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

Section 9. No Compensation to Officers.

None of the officers of the Association shall receive compensation for his services as such.

ARTICLE IV
GENERAL POWERS OF THE ASSOCIATION

Section 1. Payments from Maintenance Funds. The Association, for the benefit of the Unit Owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for all Common Expenses arising with respect to, or in connection with, the Condominium Property, including, without limitation, the following:

(A) Utility Service for Common Elements.

Water, waste removal, electricity, telephone, heat, power and any other necessary utility service for the Common Elements; and the expense of

maintaining, repairing and replacing storm and sanitary sewers, water lines and other utilities situated on the Condominium Property or servicing the same;

(B) **Casualty Insurance.**

A policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually;

(C) **Liability Insurance, Director's, and Officers' Liability Insurance.**

A policy or policies insuring the Association; the members of the Board and the Unit Owners against any liability to the public or to the Unit Owners (of Units and of the Common Elements, and their invitees, or tenants), incident to the ownership and/or use of the Common Elements and Units, as provided in the Declaration, the limits of which policy shall be reviewed annually. Furthermore, the Board, at its option, may obtain directors' and officers' liability 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 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 of or operation of the Condominium Property (including a recreation director, if any), and legal and/or accounting services necessary or proper in 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 Elements.**

Landscaping, gardening, snow removal, painting, cleaning, tuck pointing, maintenance, decorating, repair and replacements of the Common Elements and Limited Common Elements as provided in the Declaration (but not including the interior surfaces of the Units, which the Unit Owner shall paint, clean, decorate, maintain and repair in accordance with the Declaration), the operation of recreational facilities, if any, and such furnishing and equipment for

the Common Elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Elements;

(G) **Additional Expenses.**

Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration or these Bylaws or by law of which in its opinion shall be necessary or proper for the maintenance and operation of the Condominium Property as a first-class Condominium Property or for the enforcement of the Declaration and these Bylaws;

(H) **Discharge of Mechanic's Liens.**

Any amount necessary to discharge any mechanic's lien or other encumbrances levied against the entire Condominium Property or any part thereof which may in the opinion of the Association constitute a lien against the Condominium Property or against the Common Elements, rather than merely against the interests therein of particular Unit Owners; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specially assessed to said Unit Owners;

(I) **Certain Maintenance of Units**.

Maintenance and repair of any Unit at the sole discretion of the Association, the Unit Owner or Unit Owners of said Unit have failed or refused to perform said maintenance or repair; within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said Unit Owner or Unit Owners, provided that the Association shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair;

(J) **Limitation on Capital Additions and Improvements**.

The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any acquisitions, capital additions and improvements, or structural alterations to the Common Elements (other than for purposes of

maintaining, replacing, restoring or repainting portions of the Common Elements, subject to all the provisions of the Declaration and these Bylaws) having a total cost in excess of Five Thousand Dollars ($5,000.00), nor having an aggregate cost in any one (1) calendar year period in excess of Ten Thousand Dollars ($10,000), without in each case the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association. The limitations of expenditures by the Association contained in this Section shall not apply to repair of the Condominium Property due to casualty loss, emergency repairs immediately necessary for the preservation and safety of the Condominium Property or for the safety of persons or to avoid suspension of any necessary services. The foregoing provisions of this Section 1(J) also shall not apply to the rehabilitation and renewal of obsolete property which shall be governed by the Declaration;

(K) **Miscellaneous.**

The Association shall pay such other costs and expenses designated as "Common Expenses" in the Declaration and in these Bylaws.

(L) **Special Services.**

The Board may arrange for the provision of any special services and facilities for the benefit of such Unit Owners and Occupants as may desire to pay for same, including without limitation, services for cable, internet, telephone, and provision of other special services, or recreational, educational, or maintenance facilities and any concessions the Board desires. The Board will determine the cost and fees for any such special services and facilities, which may be charged directly to participating Unit Owners or Occupants as a special individual Unit assessment, or paid as a Common Expense applicable to all Units through the annual operating assessment. If the Board enters into a contract for any such special services that applies to all the Units, the Board may restrict a Unit Owner from separately contracting for similar services from another provider or contractor.

Section 2. Rules and Regulations.

The Board of Directors, by vote of the members entitled to exercise a majority of the voting power of the Board, may adopt such reasonable Rules and regulations and from time to time amend the same supplementing the Rules and regulations set forth in the Declaration and these Bylaws as it 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 and Occupants of the Condominium Property. Written notice of such Rules

and regulations shall be given to all Unit Owners and Occupants and the Condominium Property shall at all times be maintained subject to such Rules and regulations. In an action or proceeding brought by the Association against a Unit Owner and/or Occupant of a Unit to enforce such Rules or regulations, the Association shall be entitled to collect costs of suit and reasonable attorneys' fees from such Owner and/or Occupant. In the event such supplemental Rules and regulations shall conflict with any provisions of the Declaration or of these Bylaws, the provisions of the Declaration and of these Bylaws shall govern.

Section 3. No Active Business to be Conducted for Profit.

Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.

Section 4. Special Services.

The Association may arrange for the provision of any special services and facilities for the benefit of such Unit Owner; and/or Occupants as may desire to pay for the same, including, without limitation, cleaning, repair and maintenance of Units. Fees for such special services and facilities shall be determined by the Board of Directors and may be charged directly to participating Unit Owners, or paid from the maintenance fund and levied as a special assessment due from the participants.

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

Section 5. Delegation of Duties.

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

Section 6. Applicable Laws.

The Association shall be subject to and governed by the provisions of any statute adopted at any time and applicable to property submitted to the Condominium form of ownership (including without limitation, Chapter 5311, Ohio Revised Code); provided, however, that all inconsistencies between or among the permissive provisions of any statute and any provision of the Declaration and these Bylaws, shall be resolved in favor of the Declaration and these Bylaws, and any inconsistencies between any statute applicable to associations formed to administer property submitted to the Condominium form of ownership, and the Articles or Bylaws of the Association shall be resolved in favor of the statute. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or Bylaws of the Association, the terms and provisions of the Declaration shall prevail, and the Unit Owners and all persons claiming under them covenant to vote in favor of such amendments in the Articles or Bylaws as will remove such conflict or inconsistencies.

ARTICLE V
DETERMINATION AND PAYMENT OF ASSESSMENTS

Section 1. Payment of Assessments.

Following the establishment of the Association and prior to the preparation of the estimated budget in accordance with Section 2 of this Article V, monthly assessments shall be paid by Unit Owners in an amount estimated by the Board of Directors as being sufficient to cover the initial working capital requirements for the Association. The amount payable by each Unit Owner shall be based upon such Unit Owner's percentage interest in the Common Elements as set forth in the Declaration and if such monthly assessments shall be less than required to meet current Common Expenses, all Unit Owners shall make up any deficiency on a pro rata basis in accordance with their respective percentages of interest in the Common Elements as set forth in the Declaration.

Regular monthly assessments shall be paid to the Association commencing on the first day of the calendar month immediately following the date on which the Unit is sold and the deed evidencing such sale shall have been filed for record with the Licking County, Ohio Recorder and shall continue to be due and payable on the first day of each and every calendar month thereafter. Said assessments shall be deposited by the Association in an account established in the name of the Association at a bank or savings and loan association in Licking County, Ohio. Unit Owners shall continue to pay such monthly assessments until

revised assessments are made by the Board of Directors in the manner herein provided.

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

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

Section 2. Preparation of Estimated Budget.

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

accounting. In accordance with Ohio Revised Code Section 5311.21, in the alternative, if the Association has collected a Common Surplus at the end of any fiscal year, the Board may determine that such amount will be applied toward reserves.

Section 3. Reserve for Contingencies and Replacements.

The Association shall be obligated to build up and maintain a reasonable reserve ("Cash Reserve") to finance the cost of repair or replacement of the components of the Common Elements in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, unless the Unit Owners, exercising not less than a majority of the voting power of the Association, waive the reserve requirement in writing annually.

Upon the sale of a Unit by any Unit Owner, such Unit Owner shall have no right to any portion of the Cash Reserve; nor shall any such Unit Owner have any claim against the Association with respect thereto. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against the Cash Reserve. If the Cash Reserve proves inadequate for any reason, including non-payment of any Unit Owner's assessment, the Association shall prepare an estimate of the additional cash requirements then necessary, or necessary for the balance of the year, which additional amount of cash requirements shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements. The Association shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due not more than ten (10) days after the delivery or mailing of such notice of further assessments. All Unit Owners shall be obligated to pay the adjusted monthly amount.

Section 4. Failure to Prepare Annual Budget.

The failure or delay of the Association to prepare or serve the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the existing monthly rate established for the previous period.

Section 5. Books and Records of Association.

The Association shall keep full and correct books of account in accordance with Section 5311.09 of the Act and the same shall be open for inspection by any Unit Owner or any representative of a Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days' notice to the Board of Directors and upon payment of a reasonable fee; any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

The Association, as determined by the Board, is not required to permit the examination and copying of any of the following from books, records, or minutes that contain any of the following:

(A) Information that pertains to Condominium Property related personnel matters;

(B) Communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;

(C) 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;

(D) Information that relates to the enforcement of the Declaration, Bylaws, or Association Rules against a Unit Owner;

(E) Information the disclosure of which is prohibited by state or federal law; or

(F) Records that date back more than five years prior to the date of the request.

Section 6. Status of Funds Collected by Association.

All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Unit Owners, and for such

adjustments as may be required to reflect delinquent or prepaid assessments) shall be held for the use, benefit and account of all of the Unit Owners in proportion to each Unit Owner's percentage ownership in the Common Elements as provided in the Declaration.

Section 7. Annual Audit.

The books of the Association shall be reviewed once a year by the Board of Directors, and such review shall be completed prior to each annual meeting. If requested by two or more members of the Board of Directors, such review shall be made by a Certified Public Accountant. In addition, and at any time, if requested by Unit Owners having more than fifty percent (50%) of the voting power of the Association, or upon the request of two or more members of the Board of Directors, the Board shall cause an additional review to be made.

Section 8. Remedies for Failure to Pay Assessments.

If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board of Directors may bring suit for and on behalf of themselves and as representatives of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as provided in the Declaration, and, there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the court. To the extent permitted by the Declaration, any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Condominium Ownership Interest of the Unit Owner involved when payable and may be foreclosed by an action brought in the name of the Board of Directors as in the case of foreclosure of liens against real estate, as provided in the Declaration. As provided in the Declaration, the members of the Board of Directors and their successors in office, acting on behalf of the other Unit Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire, hold, mortgage and convey the same. Any first mortgagee shall be entitled to written notice of such failure to pay such assessment. The Board of Directors shall have the power to suspend the voting rights and the right to use any recreational facilities if a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any assessment levied, by the Association. In addition, each Unit Owner shall be personally liable for all assessments levied by the Association against his Unit during the period he has an Ownership Interest therein, and any Common Assessment not paid within ten (10) days after the same shall become due and payable, shall bear interest at the

maximum rate allowed by law until such time as the Common Assessment has been paid in full and the Association shall be entitled to levy against the delinquent Unit Owner a service charge of five-percent (5%) of the amount of the delinquent payment in order to defray the cost of collection. The Board shall comply with Section 5311.081(C) when imposing all charges and assessments.

Section 9. Method of Distributing Common Profits.

Unless retained by the Board as reserves, the Common Profits of a Condominium Property shall be distributed among the Unit Owners according to the undivided interests in the common elements appurtenant to their respective Units.

ARTICLE VI
INDEMNIFICATION

Section 1. General.

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

Section 2. Advance of Expenses.

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

Section 3. Indemnification Not Exclusive; Insurance.

The indemnification provided for in this Article VI 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, Rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1701.12(E) of the Ohio Revised Code, or otherwise. The Association may purchase and maintain insurance on behalf of any person who is or was a member of the Board, officer, agent or employee of the Association against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

Section 4. Indemnification by Unit Owners.

The members of the Board and officers of the Association shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board and officers of the Association against all contractual liability to third parties arising out of contracts made on behalf of the Association except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board and officers of the Association shall have no personal liability with respect to contracts entered into on behalf of the Association. Every agreement made by any members of the Board, officer, employee or agent of the Association or by a management company, if any, on behalf of the Association, shall provide that such members of the Board, officer, employee or agent of the Association, or the management company, as the case may be, is acting only as agent for the Association and shall have no personal liability thereunder (except as a Unit Owner), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements.

Section 5. Cost of Indemnification.

Any sum paid or advanced by the Association under this Article VI shall constitute a Common Expense and the Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article VI; provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of any member of the Board, officer, employee or agent, of the Association, or out of the aforesaid indemnity in favor of such member of the Board, officer, employee or agent of the Association, shall be limited to such proportion of the total liability hereunder as said Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Copies of Notice to Mortgage Lenders: Rights of First Mortgagees.

(A) Upon written request to the Board of Directors by the holder of any duly recorded first mortgage or trust deed against any Unit ownership, the Board of Directors shall give such mortgage holder a copy of any and all notices permitted or required by the Declaration or these Bylaws to be given to the Unit Owner or Unit Owners whose Unit ownership is subject to such mortgage or trust deed.

(B) A first mortgagee of a Unit shall be entitled to written notice from the Association of any default by its mortgagor Unit Owner which is not cured within sixty (60) days. Any first mortgagee may from time to time request in writing a written statement from the Board of Directors setting forth any and all unpaid assessments due and owing from its mortgagor Unit Owner with respect to the Unit subject to the lien of its mortgage and such request shall be complied with within fifteen (15) days from receipt thereof. Any first mortgagee holding a mortgage on a Unit may pay any unpaid Common Expenses assessed with respect to such Unit and upon such payment, such first mortgagee shall have a lien on such Unit for the amounts so paid at the same rank as the lien of its mortgage.

Section 2. Service of Notices on the Board of Directors.

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

Section 3. Service of Notices on Devisees and Personal Representatives.

Notices required to be given any devisees or personal representatives of a deceased Unit Owner may be delivered either personally or by mail to such party at his, her or its address appearing on the records of the court wherein the estate of such deceased Unit Owner is being administered.

Section 4. Non-Waiver of Covenants.

No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these 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 5. 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 Unit Owners, and their respective heirs, executors, administrators, successors and assigns.

Section 6. Notices of Mortgages.

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

Section. 7. 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 effect the rest of these Bylaws.

Section 8. Perpetuities and Restraints on Alienation.

If any of the options, privileges, covenants or rights created by these Bylaws shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints or alienation; or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of George W. Bush, former President of the United States of America, or Richard Bruce Cheney, former Vice President of the United States of America.

Section 9. Definitions.

The terms used in these Bylaws (except as herein otherwise expressly provided or unless the context otherwise required) for all purposes of these Bylaws and of any amendment hereto shall have the respective meanings specified in Article I of the Declaration.

Section 10. Amendments.

Provisions of these Bylaws may be amended by the Unit Owners at a meeting held for such purpose by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, provided, however, that no amendment shall have any effect upon the rights of bona fide mortgagees of Units until the written consent of such mortgagees to such amendment has been secured. No modification of or amendment to the bylaws is valid unless it is set forth in an amendment to the Declaration and the amendment to the Declaration is filed for record.

Section 11. 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 hereof.

Exhibit D
Percentage Interest in Common Elements

Unit #	Unit Type	Par Value	Percentage Interest
1	Canterbury	1.0	1.1627%
2	Canterbury	1.0	1.1627%
3	Canterbury	1.0	1.1627%
4	Canterbury	1.0	1.1627%
5	Canterbury	1.0	1.1627%
6	Abbey	1.0	1.1627%
7	Canterbury	1.0	1.1627%
8	Canterbury	1.0	1.1705%
9	Villa	1.0	1.1627%
10	Chateau	1.0	1.1627%
11	Chateau	1.0	1.1627%
12	Villa	1.0	1.1627%
13	Chateau	1.0	1.1627%
14	Villa	1.0	1.1627%
15	Villa	1.0	1.1627%
16	Chateau	1.0	1.1627%
17	Canterbury	1.0	1.1627%
18	Canterbury	1.0	1.1627%
19	Canterbury	1.0	1.1627%
20	Abbey	1.0	1.1627%
21	Canterbury	1.0	1.1627%
22	Abbey	1.0	1.1627%
23	Canterbury	1.0	1.1627%
24	Abbey	1.0	1.1627%
25	Canterbury	1.0	1.1627%
26	Canterbury	1.0	1.1627%
27	Abbey	1.0	1.1627%
28	Canterbury	1.0	1.1627%
29	Canterbury	1.0	1.1627%
30	Abbey	1.0	1.1627%
31	Canterbury	1.0	1.1627%
32	Canterbury	1.0	1.1627%
33	Canterbury	1.0	1.1627%

34	Canterbury	1.0	1.1627%
35	Canterbury	1.0	1.1627%
36	Canterbury	1.0	1.1627%
37	Canterbury	1.0	1.1627%
38	Canterbury	1.0	1.1627%
39	Canterbury	1.0	1.1627%
40	Abbey	1.0	1.1627%
41	Canterbury	1.0	1.1627%
42	Canterbury	1.0	1.1627%
43	Canterbury	1.0	1.1627%
44	Canterbury	1.0	1.1627%
45	Canterbury	1.0	1.1627%
46	Abbey	1.0	1.1627%
47	Abbey	1.0	1.1627%
48	Canterbury	1.0	1.1627%
49	Abbey	1.0	1.1627%
50	Canterbury	1.0	1.1627%
51	Canterbury	1.0	1.1627%
52	Canterbury	1.0	1.1627%
53	Abbey	1.0	1.1627%
54	Canterbury	1.0	1.1627%
55	Canterbury	1.0	1.1627%
56	Abbey	1.0	1.1627%
57	Abbey	1.0	1.1627%
58	Canterbury	1.0	1.1627%
59	Canterbury	1.0	1.1627%
60	Canterbury	1.0	1.1627%
61	Abbey	1.0	1.1627%
62	Canterbury	1.0	1.1627%
63	Canterbury	1.0	1.1627%
64	Canterbury	1.0	1.1627%
65	Canterbury	1.0	1.1627%
66	Abbey	1.0	1.1627%
67	Abbey	1.0	1.1627%
68	Canterbury	1.0	1.1627%
69	Canterbury	1.0	1.1627%
70	Canterbury	1.0	1.1627%
71	Canterbury	1.0	1.1627%

72	Canterbury	1.0	1.1627%
73	Canterbury	1.0	1.1627%
74	Canterbury	1.0	1.1627%
75	Canterbury	1.0	1.1627%
76	Canterbury	1.0	1.1627%
77	Canterbury	1.0	1.1627%
78	Abbey	1.0	1.1627%
79	Chateau	1.0	1.1627%
80	Villa	1.0	1.1627%
81	Villa	1.0	1.1627%
82	Chateau	1.0	1.1627%
83	Abbey	1.0	1.1627%
84	Canterbury	1.0	1.1627%
85	Canterbury	1.0	1.1627%
86	Canterbury	1.0	1.1627%

**Unit 8's interest is rounded up to 1.1705% because the Ohio Condominium Act requires that the total percentage interests equal exactly 100%. Further de minimis rounding may be required in the future to comply with the Act.