

ARTICLE XVII

AMENDMENTS

Section 1. Power to Amend. Except as hereinafter provided, amendment of this Declaration (or the Drawings, the By-Laws or Articles) shall require (a) the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners, and (b) shall be binding upon only such eligible holders of first mortgages on any of the Units who consent to same in writing. Notwithstanding the foregoing:

(a) The consent of all Unit Owners shall be required for any amendment affecting a change in:

(i) The boundaries of any Unit;

(ii) The undivided interest in the Common Areas appertaining to a Unit or the liability for common expenses appertaining thereto;

(iii) The number of votes in the Association appertaining to any Unit; or

(iv) The fundamental purposes to which any Unit or the Common Areas are restricted.

(b) The consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners shall be required to terminate the Condominium; and

(c) In any event, Declarant reserves the right and power, and each Unit Owner by acceptance of a deed to a Unit is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant), for a period of three (3) years from the date hereof, to amend this Declaration (and the By-Laws and Articles), to the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages by The Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Federal Housing Administration, the Veterans Administration, or any other such agency; provided that the appropriate percentage (as described elsewhere herein) of eligible holders of first mortgage liens is obtained; and further provided that if there is a Unit Owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant.

Section 2. Method to Amend. An amendment to this Declaration (or the Drawings or the By-Laws), adopted with the consent hereinbefore provided, in a writing executed with the same formalities as this Declaration by two (2) officers of the Association and containing a certification that the amendment was duly adopted in accordance with the foregoing provisions, shall be effective upon the filing of the same with the Recorder in the County in which the Condominium is located.

ARTICLE XVIII

GENERAL PROVISIONS

Section 1. Covenants Running with the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 2. Enforcement. In addition to any other remedies provided in this Declaration, Declarant, the Association, and each Unit Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the By-Laws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit Owner shall have rights of action against each other and against the Association for failure to comply with the provisions of the Declaration, By-Laws, Articles, rules and regulations, or applicable law, or with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a Unit Owner who fails to comply with the same, including charges for the costs of enforcement and arbitration.

Section 3. Severability. Invalidity of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of Ohio statutory law, the statutory requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no way affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 5. Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

Section 6. Deposits. Unless otherwise agreed to in writing, deposits made by buyers for the purchase of Units from the Declarant will be held in trust or escrow until returned to or credited to the buyers or forfeited to the Declarant. If a deposit of Two Thousand Dollars (\$2,000.00) or more is held for more than ninety (90) days, interest at the rate of four percent (4%) per annum for any period exceeding ninety (90) days shall be credited to the buyers at settlement or upon return made to the buyers, or added to any amounts retained by the Declarant in the event of breach by the buyers. Deposits held in trust or escrow pursuant to sales by Declarant or its agent shall not be subject to attachment by creditors of the Declarant of the buyers.

Section 7. Association Control. Except in its capacity as a Unit Owner of unsold Units, the Declarant, or any agent of the Declarant, will not retain a property interest in any of the Common Areas after control of the Condominium Development is assumed by the Unit Owners Association. The Owners of the Condominium Units that have been sold by the Declarant or its agent will assume control of the Common Areas and of the Association as prescribed in Division (C) of Section 5311.08 of the Ohio Revised Code (see Article VII, Section 4 of this Declaration). Neither the Unit Owners Association nor the Unit Owners will be subject to any management contract or agreement executed prior to the assumption of control of the Association by Unit Owners as described in the preceding sentence for more than one (1) year subsequent to that assumption of control, unless such a contract or agreement is renewed by a vote of the Unit Owners pursuant to the By-Laws, as required by Section 5311.08 of the Ohio Revised Code. Any agreement entered into by the Association while the Declarant has control of the Association must be terminable by the Association, without penalty, upon not more than ninety (90) days notice to the other party of such agreement. The Declarant will assume the rights and obligations of the Unit Owner in its capacity as Owner of Condominium Units not yet sold, including, without limitation, the obligation to pay common expenses attaching to such Units, from the date this Declaration is filed for record.

Section 8. Limited Warranty. Following are the limited warranties (and limitations thereon) which the Declarant gives to the buyers, which are not enforceable by the buyers unless and until the sale of the Units to the buyers is closed.

A. **Units.** Except as provided in subparagraph C below, the Declarant warrants to provide and pay for the full cost of labor and materials for any repair or replacement of structural, mechanical, and other elements pertaining to the Unit, occasioned or necessitated by a defect in material or workmanship, that arise within a period of one (1) year from the date the deed to the buyers for that Unit is filed for record.

B. **Common Areas and Facilities.** The Declarant warrants to provide and pay for the full cost of labor and materials for any repair or replacement of the roof and structural components, and mechanical, electrical, plumbing, and common service elements serving the Condominium as a whole, occasioned or necessitated by defects in material or workmanship, that arise within a period of two (2) years from the date the deed is filed for record following the sale of the first Unit in the Condominium to a purchaser in good faith for value.

C. **Appliances, etc.** In the case of ranges, hot water heaters and other similar appliances, if any, installed and furnished by the Declarant as part of the Unit, the Declarant hereby assigns to the buyers all express and implied warranties of the manufacturer, and the Declarant's warranty with respect to such items as limited to the Declarant's warranty that the same have been properly installed.

D. **Extended Warranties.** The Declarant hereby assigns to the buyers any warranties made to the Declarant that exceed the time period for warranties that the Declarant has given to the buyers by this limited warranty.

E. Limitations.

(1) No responsibility is assumed for damage from any cause, whatsoever, other than to repair or replace, at the Declarant's cost, property damaged by reason of the breach by the Declarant of any warranty given to the buyers.

(2) No responsibility is assumed for consequential or incidental damage except to the extent, if any, not permitted to be excluded or limited by law.

(3) Implied Warranties, if any, are limited to one (1) year from the date on which the Unit is deeded to the buyers, except to the extent, if any, that limitation is not lawful.

(4) These written warranties are the only express warranties the Declarant gives to the buyers unless additional warranties are included in a written contract between the Declarant and the buyers.

(5) Any requests for services must be sent in writing to the Declarant at 2000 The Bluffs, Toledo, Ohio 43615, or at such other address as the Declarant may designate, from time to time, in writing to the buyers. The Declarant or the Declarant's designated representative will commence performance of the Declarant's obligations under this warranty within thirty (30) days after receipt of buyer's request for service, and complete the same as soon as reasonably possible. All repairs and adjustments will be made Monday through Friday, 8:00 a.m. to 5:00 p.m.

F. Other Rights. This written limited warranty gives the buyers specific legal rights and the buyers may also have other legal rights under law.

Section 9. Arbitration of Disputes. The following provision addresses the resolution of potential disputes that could arise between Unit Owners in the Condominium in the interpretation and enforcement of the various provisions of this Declaration and the By-Laws of the Association.

In the event the Unit Owners cannot agree as to the interpretation of any provision of this Declaration, or the enforcement of same, each Unit Owner shall have the right to demand that the issues and disputes between them shall be decided by arbitration according to the arbitration rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other Unit Owners and with the American Arbitration Association. At no time shall the filing of a demand for arbitration or the conducting of any proceedings thereunder be construed to obviate a Unit Owner's obligation to timely pay any assessments by the The Bluffs Lot 1 Condominium, which obligation shall continue so long as a Unit Owner continues to own a Unit in this condominium development. Further, the filing of a demand for arbitration and the existence of any dispute between Unit Owners shall not relieve the Association from any of its responsibilities with respect to all Condominium Property including the Unit involved in the dispute. The

cost of arbitration excluding attorneys' fees shall be paid by the party who fails at said arbitration and in the event of a compromise decision by said arbitrator or arbitrators, the costs of arbitration are to be apportioned between the Unit Owners involved in bringing the demand for arbitration as determined by the arbitrator or arbitrators.

Section 10. Declarant's Obligations. Declarant will assume the rights and obligations of a Unit Owner in its capacity as Owner of Units not yet sold, including, without limitation, the obligation to pay common expenses attached to such Units, from the date this Declaration is filed for record.

ARTICLE XIX

EXPANSIONS

Section 1. Reservation of Expansion Option. Declarant expressly reserves the option to expand the Condominium Property as provided in this Article XIX.

Section 2. Limitations on Option. Declarant has no limitations on his option to extend the Condominium Property except as provided in this Article or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power and authority to expand the Condominium Property. No Unit Owner's consent is required to enable Declarant to expand the Condominium Property.

Section 3. Maximum Expansion Time. Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven (7) years from the date this Declaration is filed for record, renewable for an additional seven (7) year period at the option of the Declarant, exercisable within six (6) months prior to the expiration of the seven (7) year period, and with the consent of the majority of the Unit Owners other than Declarant, unless Declarant, by written notice to the Association, elects to waive that option effective at a time prior to the expiration of that seven (7) year period. There are no circumstances that will terminate that option prior to the expiration of that seven (7) year period.

Section 4. Legal Description. The proposed Additional Units will be constructed on that property labeled for same on Exhibit "C" which is attached hereto and made a part hereof. Since this Additional Property may be added to the Condominium Property, a metes and bounds description of that area that is reserved for future development is set forth on Exhibit "C". The term "Additional Property" used herein means the proposed additional Units and improvements which may be constructed within those areas which are described on the aforesaid Exhibit "C".

Section 5. Composition of Portions Added. Neither all or any portion of the Additional Property must be added to the Condominium Property, nor, if any of the Additional Units are added, shall it be required that a particular portion of the Additional Units must be added, provided that portions added meet all other requirements set forth in this Article. Except as expressly provided in this Article, there are no limitations on the portions of the Additional Units that may be added to the Condominium Property.

Section 6. Time for Adding Portions. Portions of the Additional Property may be added to the Condominium Property from time to time, and at different times, within the time limit previously described. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added.

Section 7. Improvement Location Limitations. There are no established or defined limitations as to the location of any improvements

that may be made on any portion of the Additional Property except such limitations as may then be in effect by reason of the laws and lawful rules and regulations of the appropriate governmental bodies and authorities having jurisdiction.

Section 8. Maximum Number of Units. The maximum total number of Units that may be created on the Additional Property is four (4). The maximum total number of Units that may be created on the entire Condominium Property, including the Additional Property is seven (7).

Section 9. Non-Residential Uses. The maximum percentage of the aggregate land and floor area of all Units that may be created on the Additional Property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use is zero, since no such Unit may be so created or added.

Section 10. Compatibility of Structures. All structures erected on all or any portion of the Additional Property will be compatible with structures then on the Condominium Property in terms of quality of construction, the principal materials to be used, and architectural style and design. Comparable style and design shall be deemed to exist if the exterior appearance of the structure on the Additional Property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not comparable because of changes in the style, number of dwelling Units in the Building, or variances in set-backs or locations of structures in relation to other improvements.

Section 11. Improvements other than Structures. Drives, sidewalks, yard areas, and other improvements similar to those then on the Condominium Property shall be constructed on the Additional Property and no other non-structural improvements must be made. There are no other restrictions or limitations upon the improvements that may be made other than any improvements shall be compatible or harmonious with those improvements then on the Condominium Property.

Section 12. Types of Units. All Units that are created on all or any portion of the Additional Property and added to the Condominium Property need not be substantially identical to and of the types of Units then on the Condominium Property.

Section 13. Limited Common Areas. Declarant reserves the right with respect to all or any portion of the Additional Property to create Limited Common Areas therein of any type, size and number, including, without limiting the generality of the foregoing, if applicable: garages, basements, patios, decks, porches, alcoves, air conditioners, patio privacy fences and other Limited Common Areas for the exclusive use and benefit of the Unit Owners and Occupants of the Units served by the same. The precise size and number of such newly created Limited Common Areas cannot be ascertained precisely, because those facts will depend on the size and location of the buildings and other improvements on each portion, and other factors presently undetermined.

Section 14. Supplementary Drawings. Incorporated within the Drawings are depictions of the location and dimensions of the Additional Property. Declarant does not consider any other drawings or plans, other than the Drawings, presently appropriate in supplementing the foregoing provisions of this Article. However, at such time as Declarant adds all or any portion of the Additional Property to the Condominium Property, he shall file drawings and plans with respect to the Additional Property as required by the Condominium Law.

Section 15. Procedures for Expansion. All or any portion of the Additional Units and Additional Property shall be added to the

Condominium Property by the execution and filing for record by the Declarant and all owners and lessees of the land so added, in the manner provided by the Condominium Act, of an amendment to the Declaration that contains the information, drawings and plans with respect to the Additional Property and improvements thereon added required by the Condominium Law. If required, all of the Unit Owners of the Condominium Property will join in the execution of said amendment.

Section 16. Effects of Expansion. Upon the filing for record of an amendment to the Declaration adding all or any portion of the Additional Property and Additional Units to the Condominium Property:

(a) The added Units and the portion of the Additional Property shall thereafter be subject to all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property; that is, the rights, easements, covenants, restrictions and assessment plan set forth herein shall run with and bind the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property;

(b) The owner or owners of the added portion of the Additional Property shall thereupon become members of the Association, to the same extent, with the same effect, subject to the same obligations and imbued with the same rights as all other members;

(c) The undivided interests of Units in the Common Areas, as so expanded, shall be re-allocated as hereinbefore provided; and

(d) In all other respects, all of the provisions of this Declaration shall include and apply to such additional portions of the Additional Property and to the owners, mortgagees and lessees thereof with equal meaning and of like force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 7th day of October, 1993.

WITNESSES:

DECLARANT:

Jerome R. Parker
Debbie Logan

Mark A. Nowakowski
Mark A. Nowakowski, unmarried

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 7th day of October, 1993, by Mark A. Nowakowski, unmarried.

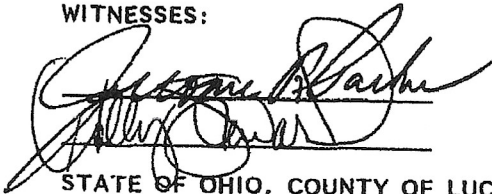
Jerome R. Parker
Notary Public

Jerome R. Parker, Attorney at Law
Notary Public - State of Ohio
My Commission has no expiration date
Section 1147.03 OBRCG.

CONSENT OF MORTGAGEE

SOCIETY NATIONAL BANK, in accordance with the requirements of the foregoing Declaration for The Bluffs Lot 1 Condominium Association does hereby through its below authorized signature, consent to the execution and recording of the foregoing Declaration of Condominium Ownership

WITNESSES:



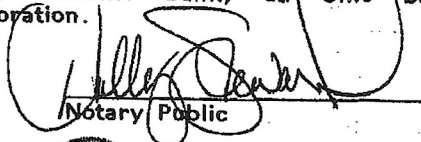
Jerome R. Parker, Esq.

SOCIETY NATIONAL BANK

By: 

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 7th day of OCTOBER 1993, by Robert E. Parker the Assistant Vice President of Society National Bank, an Ohio banking corporation, on behalf of said corporation.



Notary Public

THIS INSTRUMENT PREPARED BY:
Jerome R. Parker, Esq.
Gressley, Kaplin & Parker
608 Madison Avenue, Suite 930
Toledo, Ohio 43604



HOLLY M. STEWARD
Notary Public, State of Ohio
My Commission Expires 2-14-97

EXHIBIT "A"

A parcel of land lying wholly within Lot 1 of the Plat of The Bluffs Plat 1, in Springfield Township, Lucas County, Ohio, said Plat recorded in Volume 117, page 55 of the Lucas County Book of Plats being bounded and described as follows:

Beginning at a point on the South line of the 50 foot right-of-way of Bancroft Street lying 264.82 feet East of the West line of said Plat of The Bluffs Plat One as measured along the South right-of-way, said point also being the Northeast corner of Lot 1; thence S-03°22'24"-E along the East Lot line of Lot 1 a distance of 120.87 feet to a point of curvature; thence on a curve to the right, being concave to the West, having a radius of 40 feet, a tangent of 22.49 feet, a chord length of 39.20 feet, a central angle of 58°41'14" an arc length of 40.97' to a point of tangency; thence along said East line of Lot 1 S-55°18'50"-W a distance of 48.06' to a point of curvature; thence on a curve to the left being concave to the Southeast having a radius of 130.00 feet a tangent of 16.20 feet a chord length of 32.16 feet a central angle of 14°12'34" an arc length of 32.24 feet to a point on the South line of Lot 1; thence along the South line of Lot 1 S-86°37'36"-W a distance of 70.09 feet to a point; thence N-06°01'31"-E a distance of 95.35' to a point; thence N-03°22'24"-W a distance of 105.93 feet to a point on the South right-of-way line of Bancroft Street; thence N-86°37'36"-E along said South right-of-way line a distance of 139.98 feet to the point of beginning.

Said parcel of land containing 26,066.1 S.F. of land or 0.5984 acres of land more or less.

EXHIBIT "B"
BYLAWS OF
THE BLUFFS LOT 1 CONDOMINIUM ASSOCIATION

ARTICLE I
NAME AND LOCATION

The THE BLUFFS LOT 1 CONDOMINIUM ASSOCIATION, an unincorporated association, referred to herein as the "Association", is formed for the purpose of acting as the Unit Owner's Association (as described in Section 5311.07 of the Ohio Revised Code) for a Condominium Development being constructed in Lucas County, Ohio, pursuant to Condominium Documents to be filed with the Lucas County, Ohio Recorder's Office, Lucas County, Ohio. This Association shall manage and operate the Condominium and do all things necessary or incidental thereto. Provided, however, that the formation and management of the Association shall be in compliance with Sections 5311.08 and 5311.09 of the Ohio Revised Code, as amended, and in all cases it shall be subject to and take no action inconsistent with or contrary to the Condominium Declaration and attached Exhibits (the "Condominium Documents") recorded in the Lucas County, Ohio, Recorder's Office, and Chapter 5311 of the Ohio Revised Code, as amended.

ARTICLE II

DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of THE BLUFFS LOT 1 CONDOMINIUM ASSOCIATION (the "Declaration"), recorded simultaneously herewith with the Recorder of Lucas County, Ohio.

ARTICLE III

UNIT OWNERS (MEMBERS)

Section 1. Composition. Each Unit Owner, as defined in the Declaration, is a member of the Association.

Section 2. Annual Meetings. Regular meetings of the Unit Owners shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board.

Section 3. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president or by the Board, upon written request of the Unit Owners entitled to exercise three-fourths (3/4) or more of the voting power of the Unit Owners, and when required by the Condominium Act.

Section 4. Notice of Meetings. Written notice of each meeting of Unit Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each Unit Owner entitled to vote thereat, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of

the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. The Unit Owners present, in person or by proxy, at any duly called and noticed meeting of the Unit Owners, shall constitute a quorum for such meeting.

Section 6. Proxies. At any meeting of Unit Owners, a Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit Owner of his, her or its Unit.

Section 7. Voting Power. Except as otherwise provided in the Condominium organizational documents, or by law, a majority of the voting power of Unit Owners voting on any matter that may be determined by the Unit Owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of the Unit Owners except as otherwise specifically provided in the Condominium organizational documents or by-laws.

Section 8. Action in Writing Without Meeting. Any action that could be taken by Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, or Unit Owners having not less than a majority of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium organizational documents, or by law.

ARTICLE IV

BOARD OF TRUSTEES: (BOARD OF MANAGERS):

Section 1. Initial Trustees. The initial Trustees shall be those three (3) persons named as the initial Trustees in the Declaration, or such other person or persons as may from time to time be substituted by the Declarant.

Section 2. Successor Trustees. The number, times of election, and terms of those who will serve as Trustees of the Association to succeed the initial Trustees, shall be as provided in the Declaration and these Bylaws.

Section 3. Removal. Excepting only Trustees named in the Declaration or selected by Declarant, any Trustee may be removed from the Board with or without cause, by a majority vote of the Unit Owners. In the event of the death, resignation or removal of a Trustee other than one named in the Declaration or a substitute selected by the Declarant, that Trustee's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of the Unit Owners, when a Trustee shall be elected to complete the term of such deceased, resigned or removed Trustee. Declarant shall have the sole right to remove, with or without cause, any Trustee designated in the Declaration, or a substitute selected by the Declarant, and select the successor of any Trustee so selected who dies, resigns, is removed or leaves office for any reason before the election of Trustees by all of the Unit Owners as provided in the Declaration.

Section 4. Nomination. Nominations for the election of Trustees to be elected by the Unit Owners shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two (2) or more Unit Owners appointed by the Board. The nominating committee shall make as many nominations for

election to the Board as it shall, in its discretion, determine, but no less than that number of vacancies that are to be filled.

Section 5. Election. Election to the Board by the Unit Owners shall be by secret ballot, at such elections, the Unit Owners or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 6. Compensation. Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, no Trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7. Regular Meetings. Regular meetings of the Board shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by any two (2) Trustees, after not less than three (3) days notice to each Trustee.

Section 9. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Trustees entitled to cast a majority of the voting power of Trustees shall constitute a quorum for such meeting.

Section 10. Voting Power. Except as otherwise prohibited in the Condominium organizational documents, or by law, vote of a majority of the Trustees 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 that matter.

Section 11. Action in Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in writing or writings, of all of the Trustees.

Section 12. Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Condominium organizational documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- A. Take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominium organizational documents;
- B. Obtain insurance coverage no less than that required pursuant to the Declaration;
- C. Enforce the covenants, conditions and restrictions set forth in the Declaration;
- D. Repair, maintain and improve the Common Areas;
- E. Establish, enforce, levy and collect assessments as provided in the Declaration;

F. Adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of Unit Owners, Occupants and their guests thereon, and establish penalties for the infraction thereof;

G. Suspend the voting rights of 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 (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium organizational documents);

H. Declare the office of a member of the Board to be vacant in the event such Trustee shall be absent from three (3) consecutive regular meetings of the Board.

I. Authorize the officers to enter into one or more management agreements in order to facilitate the efficient operation of the property; it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board (the terms of any management agreement shall be as determined by the Board to be in the best interests of the Association, subject, in all respects, to the provisions of the Condominium organizational documents); and

J. Do all things and take all actions permitted to be taken by the Association by law, or the Condominium organizational documents not specifically reserved thereby to others.

Section 13. Duties. It shall be the duty of the Board to:

A. Cause to be kept a complete record of all its acts and affairs and to present a statement thereof to the Unit Owners at each annual meeting of Unit Owners, or at any special meeting when such statement is requested in writing by Unit Owners representing one-half (1/2) or more of the voting power of Unit Owners;

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, to:

(1) Fix the amount of assessments against each Unit;

(2) Give written notice of each assessment to every Unit Owner subject thereto within the time limits set forth therein; and

(3) Foreclose the lien against any property for which assessments are not paid

within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Unit Owner(s) personally obligated to pay the same, or both;

D. Issue, or cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;

E. Procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;

F. Cause all officers or employees handling Association funds to be bonded;

G. Cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;

H. Cause the restrictions created by the Declaration to be enforced; and

I. Take all other actions required to comply with all requirements of law and the Condominium organizational documents.

ARTICLE V

OFFICERS

Section 1. Enumeration of Offices. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer need be a member of the Association nor need any officer be a Trustee. The same person may hold more than one office.

Section 2. Selection and Term. Except as otherwise specifically provided in the Declaration or Bylaws, the officers of the Association shall be selected by the Board from time to time, to serve until the Board selects their successors.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. 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 at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

A. President. The President shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are

carried out, and shall sign all legal instruments on behalf of the Association.

B. Secretary. The Secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit Owners, serve notice of meetings of the Board and of the Unit Owners, keep appropriate current records showing the name of Unit Owners of the Association together with their addresses, and shall act in the place and stead of the President in the event of the President's absence or refusal to act.

C. Treasurer. The Treasurer shall assume responsibility for the receipt and deposit in appropriate bank accounts of all monies of the Association, the disbursement of such funds as directed by the resolution of the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the Unit Owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit Owners.

ARTICLE VI

COMMITTEES

The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

ARTICLE VII

BOOKS AND RECORDS

The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit Owners and the holders and insurers of first mortgages on Units. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Unit Owners, lenders and their insurers, and prospective purchasers, current copies of the Condominium organizational documents and the rules and regulations governing operation of the Condominium.

ARTICLE VIII

AUDITS

Upon written request to the Association by an institutional first mortgagee of a Unit, or its insurer, or by vote of the holders of a majority of the voting power of Unit Owners, the Board shall cause the preparation and furnishing to those requesting of an audited financial statement of the Association for the preceding fiscal year, provided that no such statement need be furnished earlier than ninety (90) days following the end of such fiscal year.

ARTICLE IX

FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of formation of the Association.

ARTICLE X

AMENDMENTS

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Recorder of the county in which the Condominium is located.

ARTICLE XI

EFFECTIVE DATE

An amendment, when adopted, shall become effective only after being recorded as an Amendment to the Declaration and filed for record in the Recorder's Office of Lucas County, Ohio.

ARTICLE XII

CONSISTENCY

These By-Laws shall be amended, if necessary, so as to make the same consistent with the provisions of the Condominium Declaration and Chapter 5311 of the Ohio Revised Code.

ARTICLE XIII

ACTS AND OMISSIONS

No member of the Association acting on behalf of the Association shall be held liable for any act or acts, either of omission or commission, unless done in bad faith.

EXHIBIT "C"

BALANCE OF LOT 1
FOR EXPANDABLE CONDOMINIUM
FOR THE BLUFFS LOT 1 CONDOMINIUM

A parcel of land lying wholly within Lot 1 of the Plat of The Bluffs Plat 1, Springfield Township, Lucas County, Ohio, as recorded in Volume 117, on Page 55 of the Lucas County Book of Plats, bounded and described as follows:

Beginning at the Northwest corner of Lot 1, on the South right-of-way line of Bancroft Street; thence along the South right-of-way line of Bancroft Street (also the North line of Lot 1) N-86°37'36"-E a distance of 124.84 feet to a point; thence S-03°22'24"-E a distance of 105.93 feet; thence S-06°01'31"-W a distance of 95.35 feet to a point on the South line of Lot 1; thence S-86°37'36"-W along said South line a distance of 121.37 feet to the Southwest corner of Lot 1; thence N-00°05'20"-E along the West line of Lot 1 a distance of 200.37 feet to the point of beginning.

Said parcel containing 25,466.5 square feet or 0.58417 acres more or less.

170^m

RECEIVED & RECORDED

OCT 12 1993

3:30 pm

SUE RHOX
RECORDER, LUCAS COUNTY, OHIO