

**BYLAWS OF
UNIVERSITY COMMONS CONDOMINIUM
A CONDOMINIUM PURSUANT TO
CHAPTER 5311 OF THE OHIO REVISED CODE**

Article One

Plan of Unit Ownership

Section One. *Unit Ownership.* The condominium, located at 2043, 2-47, 2053, 2057, 2073, 2077, 2083, 2087, 2133, 2137, 2143, 2147, 2163, 2167, 2183 and 2187 University Commons Dr. S.E., Massillon, County of Stark, State of Ohio 44646, and known as University Commons Condominium, was submitted to the provisions of the Condominium Act, by declaration recorded simultaneously in the office of the recorder of the County of Stark, State of Ohio.

Section Two. *Applicability of Property.* The provisions of these bylaws are applicable to the condominium, which term includes the land, the buildings, and all other improvements on it, all easements, rights, and appurtenances belonging to it, and all other property, personal or mixed, intended for use in connection with it.

Section Three. *Applicability to Persons.* All present and future owners, lessees, and mortgagees, their employees, and any other person who may use the facilities of the condominium in any manner will be subject to these bylaws, relevant unit deeds, and rules and regulations pertaining to the use and operation of the condominium property attached as Exhibit "_____" and incorporated by reference.

Acquisition, rental, or occupancy of any unit in the condominium will be sufficient to signify acceptance and ratification of the provisions of the above instruments, and an agreement to comply with them.

Section Four. *Office.* The office of the condominium and of the board of managers shall be located at 7694 Strausser St., NW, North Canton, County of Stark, State of Ohio 44720. Said address shall be changed when all the condominium units are sold.

Article Two

Board of Managers

Section One. *The Association and Board of Managers.* The affairs of the condominium shall be administered and managed by an association of unit owners organized and managed by an association of unit owners organized as an Ohio Non-Profit Corporation, having the name of University Commons Condominium Association and called the "association." All power and authority of the association shall be exercised through its board of directors, to be known as the "board of managers," consisting of three (3) members. Notwithstanding the foregoing, until 100% of the units are sold the Condominium shall be managed by the Developer.

Section Two. *Composition of Board of Managers.* Members of the board of managers shall be designated by Tobin Enterprises, Inc. called "developer," or elected by unit owners as follows:

(a) Until 100 percent of the units that will eventually be operated by the association are owned by unit owners other than developer, and thereafter until successors shall have been elected by unit owners, the board of managers shall consist of such of the officers and directors of developer as developer shall from time to time designate.

(b) Then, in an election by unit owners as provided by law and in these bylaws, unit owners other than developer shall elect three (3) members of the board, and an equal number of the members previously designated by developer shall resign.

Persons elected to the board of managers by unit owners other than developer shall

be owners, co-owners, spouses of owners, or mortgagees of units, or, in the case of corporate owners or mortgagees of units, officers, directors, shareholders, or employees of such corporations.

Section Three. *Powers and Duties.* The board of managers will have the powers and duties necessary for the administration of the affairs of the condominium, and may do all acts and things as are not by law, by the declaration, or by these bylaws directed to be exercised and done by the owners. The powers and duties to be exercised by the board of managers include, but are not limited to, the following:

- (a) Care, upkeep, maintenance, and operation of the common elements.
- (b) Determination, assessment, and collection of funds to defray common expenses of the condominium.
- (c) Entering into contracts deemed necessary or appropriate in furtherance of the interest of unit owners generally.
- (d) Maintenance of detailed, written, and accurate records of receipts and disbursements arising from the operation of the property, which records, together with vouchers accrediting entries made in them, will be made available for examination by unit owners at convenient hours on working days.
- (e) Authorization and prosecution of suits to foreclose liens for nonpayment of common charges, or to recover money judgments for unpaid common charges, on behalf of the association.
- (f) Authorization and prosecution of actions or proceedings on behalf of two or more unit owners concerning a matter related to the common elements of two or more units.
- (g) Employment and dismissal of personnel necessary or appropriate for the maintenance and operation of the property, the common elements, and the restricted

common elements.

(h) Adoption and amendment of rules and regulations, not inconsistent with these bylaws, covering the details of operation and use of the property.

(i) Establishment of bank accounts in the name of the condominium, and authorization of signatories.

(j) Purchasing, leasing, or otherwise acquiring in the name of the board of managers, or its designee, corporate or otherwise, on behalf of the unit owners, units offered for sale, lease, or surrender by their owners to the board of managers.

(k) Purchasing units at foreclosure or other judicial or trustee's sale in the name of the board of managers or its designee, corporate or otherwise, on behalf of all unit owners.

(l) Selling, leasing, encumbering, or otherwise dealing with units acquired by, and subleasing units leased by the board of managers or its designee, corporate or otherwise, on behalf of the council of owners.

(m) Organizing corporations to act as designees of the board of managers in acquiring title to or leasing units on behalf of all unit owners.

(n) Procuring of insurance for the condominium property, including the units, as set forth.

(o) Contracting for repairs of and additions and improvements to the property, and for repairs to and restoration of the property in accordance with the provisions of these bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(p) Employment of a managing agent and/or manager at reasonable compensation to perform duties authorized by the board of managers. However, the board will not delegate to any managing agent or manager any of the powers set for in

subsections (b), (e), (f), (h), (i), (k), (l), and (m) of this section.

Section Four. *Election and Terms of Office.* At the first annual meeting of unit owners, the term of office of the board of managers will be established

Section Five. *Vacancies.* Vacancies in the board of managers caused by any reason other than the removal of a board member by a vote of the unit owners will be filled by vote of the majority of the remaining board members, even though they may constitute less than a quorum. Each person so elected will hold office until a successor is elected at the next annual meeting of unit owners.

Section Six. *Removal of Board Members.* At any regular or special meeting duly called, any one or more members of the board of managers may be removed with or without cause by a majority of unit owners, and a successor may then and there be elected to fill the vacancy so created. Any board member so elected will serve for the unexpired term of the member's predecessor in office. Any board member whose removal has been proposed by the unit owners will be given an opportunity to be heard at the meeting at which a vote is to be taken on the issue of his or her removal.

Section Seven. *Organizational Meeting.* The first meeting of the board of managers will be held within thirty (30) days after the first annual meeting of the unit owners at which board members are elected and at a place as may be fixed by the board. No notice will be necessary to the newly elected board of managers in order legally to constitute the meeting, provided a majority of the board is present.

Section Eight. *Regular Meetings.* Regular meetings of the board of managers may be held at such times and places as are determined by the board. However, at least two (2) meetings will be held during each calendar year. Notice of each regular meeting of the board will be given to each board member personally, or by mail, telephone or telegraph, at least seven (7) days prior to the date set for the meeting. Notice of any

meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

Section Nine. *Special Meetings.* Special meetings of the board of managers may be called by the president, and will be called by the president or secretary on the written request of at least two (2) board members, on three (3) days' notice to each board member, given personally, or by mail, telephone or telegraph. Any such notice will state the time, place, and purpose of the meeting.

Section Ten. *Meetings Open to Unit Owners.* All meetings of the board of managers shall be open to all unit owners.

Section Eleven. *Waiver of Notice.* Any board member may at any time waive notice of any meeting of the board of managers in writing, and any written waiver will be deemed equivalent to the giving of the notice required. Attendance by any board member of any meeting of the board will constitute a waiver by that member of notice of the time and place. If all board members are present at any meeting of the board, no notice will be required, and any business may be transacted at any such meeting.

Section Twelve. *Quorum; Adjournments.* At all meetings of the board of managers, a majority of the board will constitute a quorum for the transaction of business, and the acts of a majority of members present at a meeting at which a quorum is present will constitute the acts of the board of managers. If at any meeting of the board of managers less than a quorum is present, a majority of those present may adjourn the meeting. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called by be transacted without further notice.

Section Thirteen. *Minutes.* Minutes shall be taken at all meetings of the board of

managers. Copies of the minutes shall be available for inspection by unit owners and board members at all reasonable times.

Section Fourteen. *Fidelity Bonds.* The board of managers shall require that all officers and employees of the condominium handling or responsible for condominium funds furnish adequate fidelity bonds. The premiums on such bonds will constitute a common expense.

Section Fifteen. *Compensation.* No member of the board of managers will receive compensation from the condominium for acting as such. Nothing contained in these bylaws will be construed to preclude any board member from serving the unit owners or the board of managers in any other capacity and receiving compensation for those services.

Section Sixteen. *Liability of Board of Managers.* Members of the board of managers will not be liable to unit owners for mistakes in judgment, for negligence, or otherwise, except for their own willful misconduct or bad faith. Nor will members of the board of managers be personally liable with respect to any contract made by them on behalf of the unit owners, and the owners will indemnify the board of managers and each member of it against all contractual liability to third parties arising out of contracts made by the board of managers on behalf of the condominium. However, such indemnification will not extend to any contract made in bad faith or contrary to the provisions of the declaration, or of these bylaws. The liability of each unit owner arising out of any contract made by the board of managers, or out of the indemnification of the members of the board of managers, will be proportion of the total liability that the unit owner's interest in the common elements bears to the interests of all unit owners in the common elements. Every agreement made by the board of managers or by any managing agent or manager employed by the board of managers on behalf of the unit owners will provide that the

members of the board of managers, or the managing agents of the unit owners, and will have no personal liability there under except as unit owners. Agreements will further provide that each unit owner's liability there under is limited to the proportion of the total liability that his or her interest in the common elements bears to the interests of all unit owners in the common elements.

Article Three

Unit Owners

Section One. *Membership.* Each unit owner will, automatically on becoming an owner, become a member of the association, sometimes called the unit owners, and will remain a member until such time as his/her ownership ceases, at which time his/her membership in the association will likewise cease.

Section Two. *Annual Meetings.* Within ninety (90) days after units representing 100 percent common interest have been sold by developer and paid for, developer will notify all unit owners, and the first annual meeting of the unit owners will be called by the president to be held within ninety (90) days. At such meeting, officers and directors of developer holding office as members of the board of managers will resign, and all unit owners, including developer, will elect a new board of managers. Thereafter, annual meetings of the unit owners will be held on the anniversary of each succeeding year. At such meetings there will be elected by ballot of the owners a board of managers in accordance with the requirements of Section Three of Article Two of these bylaws. The owners may also transact such other business of the condominium as may properly come before the meeting.

Section Three. *Special Meetings.* The president may, and shall if directed by resolution of the board of managers or by petition signed and presented to the secretary by unit owners owning a total of a least 35 percent of the common interest, call a special

meeting of the unit owners. The notice of any special meeting will state the time and place of the meeting, and the intended purpose. No business will be transacted at a special meeting except as stated in the notice unless by consent of 35 percent of the common interest of owners present, either in person or by proxy.

Section Four. *Place of Meeting.* Meetings of unit owners shall be held at the principal office of the condominium, or at such other suitable place convenient to the owners as may be designated by the board of managers.

Section Five. *Notice of Meetings.* It shall be the duty of the secretary to mail a notice of each annual or special meeting, stating its purpose, time, and place, to each unit owner, at the address last furnished the association, at least seven (7) days prior to the meeting. The mailing of a notice in the manner provided in this section shall be posted at a location to be designated at least seven (7) days prior to the annual meeting.

Section Six. *Quorum; Majority of Unit Owners Defined.* At all meetings of the council, a majority of unit owners will constitute a quorum for the transaction of business, and the acts of those unit owners entitled to exercise 51 percent or more of the total voting power of those unit owners present at a meeting at which a quorum is present will bind all unit owners for all purposes except those for which the approval of higher percentage is required by these bylaws, by the declaration, or by law. If, at any meeting of unit owners, there is less than a quorum present, a majority of those owners entitles to exercise 51 percent of the total voting power of those unit owners present may adjourn the meeting to a time not less than twenty-four (24) hours from the time the original meeting was called. At any such subsequent meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice. As used in these bylaws, the term "majority of unit owners" will mean those owners holding 51 percent of the aggregate in both common

interest and in the number of units.

Section Seven. *Order of Business.* The order of business at all meetings of the unit owners will be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of board of managers.
- (f) Reports of committees.
- (g) Election of inspectors of election (when appropriate).
- (h) Election of member of board of managers (when required).
- (i) Unfinished business.
- (j) New business.

Section Eight. *Voting.* The owner or owners of each unit, or some person appointed by such owner to act as proxy on his/her or their behalf, will be entitled to cast the vote appurtenant to each such unit at all meetings of the unit owners. The appointment of any proxy will be made in a writing filed with the secretary, and will be revocable at any time by notice in writing to the secretary. Voting will be one vote per unit basis.

Section Nine. *Minutes.* Minutes shall be taken at all meetings of unit owners. Copies of the minutes shall be available for inspection by unit owners and members of the board of managers at all reasonable times.

Section Ten. *Title of Units.* Title to units may be acquired and held in the name of an individual, in the name of two or more persons as joint tenants, tenants in common, or any other joint estate recognized under Ohio law, or in the name of a corporation, a

partnership, or a fiduciary.

Article Four

Officers

Section One. *Designation.* The principal officers of the association will be a president, a vice president, a secretary, and a treasurer, all of whom shall be elected by and from the board of managers. The board may also appoint one or more assistant vice presidents, an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary.

Section Two. *Election of Officers.* The officers of the association will be elected annually by the board of managers at the organizational meeting of each new board, and will hold office at the pleasure of the board.

Section Three. *Removal of Officers.* On the affirmative vote of a majority of the members of the board of managers, any officer may be removed, with or without cause, and his or her successor may be elected at any regular meeting of the board of managers, or at any special meeting of the board called for that purpose.

Section Four. *President.* The president will be the chief executive officer of the association. He or She will preside at all meetings of the board of managers and of unit owners. He or She will have all general powers and duties that are incident to the office of president of a nonprofit corporation organized in Ohio, including, but not limited to the power to appoint committees from among the owners as he or she may deem appropriate to assist in the conduct of the affairs of the association.

Section Five. *Vice President.* The vice president shall take the place of the president and perform his or her duties whenever the president is absent or unable to act. If neither the president nor the vice president is able to act, the board of managers will appoint some other member of the board to do so on an interim basis. The vice president

will also perform such other duties as may from time to time be imposed upon him or her by the board managers.

Section Six. *Secretary.* The secretary shall keep the minutes of all meetings of the board of managers and of the unit owners; he or she will have charge of such books and papers as the board of managers may determine; and he or she will, in general, perform all duties incident to the office of secretary of a non-profit corporation organized under the laws of the State of Ohio.

Section Seven. *Treasurer.* The treasurer shall have responsibility for the funds and securities of the condominium, for keeping full and accurate accounts showing all receipts and disbursements, and for the preparation of all necessary financial statements. He or She shall be responsible for the deposit of all moneys and other valuable effects in the name of the board of managers or managing agent, in such depositories as may from time to time be designated by the board of managers, and will, in general, perform all duties incident to the office of treasurer of a non-profit corporation organized under the laws of the State of Ohio.

Section Eight. *Compensation.* There shall be no compensation paid to officers. However, nothing contained in these bylaws will be construed to preclude any officer from serving the association in any other capacity, and receiving compensation.

Article Five

Operation of Property

Section One. *Determination of Common Charges.* The board of managers will from time to time, and at least annually, prepare a budget for the condominium. This budget will include projections of common expenses, common revenues (from sources other than assessments of unit owners), the amount of common charges required to meet the excess of the former over the latter, and an allocation and assessment of such common

charges against unit owners as provided in the declaration.

As used in these bylaws, the term "common expenses" or "common charges" shall mean expenses or charges for the association and condominium for which unit owners are proportionately liable, and shall include, but shall not be limited to the following:

- (a) All expenses of administration of the association.
- (b) Management fees.
- (c) All expenses for maintenance, repair, and replacement of common elements.
- (d) Rent for recreational and other commonly used facilities.
- (e) Taxes upon association property.
- (f) Taxes upon leased areas
- (g) Insurance premiums on all policies of insurance obtained by the board of managers, managing agent, or manager.
- (h) Security expenses.
- (i) Working capital reserve.
- (j) General operating reserve.
- (k) Repair and replacement reserve.
- (l) Reserve for deficits accrued in prior years.
- (m) Reserve for acquisition or lease of units, the owners of which have elected to sell or lease the same, or that may become available at a trustee's sale or a foreclosure or other judicial sale.
- (n) Utility expenses for water and gas, and related sewer rents.
- (o) Utility expenses for electricity serving the common elements, other than leased portions which will be separately metered.
- (p) All other amounts that the owners may agree upon or that the board of

managers may deem necessary or appropriate for the operation, administration, and maintenance of the condominium.

(q) All other amounts designated common expenses by the declaration, by these bylaws, or by law.

The board of managers shall furnish copies of the budget on which the allocations and assessments of common charges are based to all unit owners and mortgagees and trust deed beneficiaries.

Section Two. *Collection of Assessments.* The board of managers shall assess common charges against the unit owners from time to time, and at least annually, and will advise each unit owner in writing of the amount of common charges payable by him or her. If any common charge remains unpaid for more than 30 days from the date due, the board of managers shall take prompt action to collect the same.

Section Three. *Common Surplus.* If in any taxable year, the net income of the unit owners from assessments and all other sources except casualty insurance proceeds and other nonrecurring items exceeds the sum of (a) total common expenses for which payment has been made or liability incurred within the taxable year, and (b) reasonable reserves for common expenses in the next succeeding taxable year as may be determined by the board of managers, the excess will be returned forthwith to unit owners, the share of each being in proportion to the amount of assessments for common expenses paid by his or her within the taxable year.

Section Four. *Liability of Assessments.* All unit owners are obligated to pay the common charges assessed by the board of managers at such times as the board may determine. No unit owner may exempt himself or herself from liability for any assessment for common charges by waiver of the use or enjoyment of any of the common elements or by abandonment of his or her unit. However, no unit owner will be liable for any

assessment for common charges against his or her unit subsequent to a sale, transfer, or other conveyance by him or her of the unit made in accordance with the provisions of Section Three of Article Seven of these bylaws. Moreover, any owner of a unit that is free and clear of all liens and encumbrances other than a first mortgage or deed of trust and any lien for unpaid common charges, may, subject to the provisions of these bylaws, convey the unit to the board of managers or its designee, corporate or otherwise, as grantee on behalf of all other unit owners and such conveyance will exempt the owner from liability for any common charges assessed thereafter. On the voluntary sale or conveyance of a unit, all unpaid assessments against the seller for common expenses shall first be paid from the proceeds of sale or by the purchaser in preference to any other assessments or charges of whatever nature except (1) assessments, liens, and charges in favor of the state or any political subdivision for taxes past due and unpaid on the unit, or (2) amounts due under mortgage or deed of trust instruments duly recorded. Any payment by a purchaser will be without prejudice to the right of the purchaser to recover over from his or her seller any amounts for which he or she was not liable under his or her contract of sale. Additionally, any purchaser or mortgagee or trust deed beneficiary will be entitled to a statement from the board of managers setting forth the amount of unpaid common charges due the association from any seller, and will be entitled to rely on the statement. Such purchaser, mortgagee, or beneficiary will not be liable, nor will the subject unit be subject to a lien, for any unpaid common charges in excess of the amount set forth in such statement. A mortgagee, trust deed beneficiary, or other purchaser of an unit at a trustee's sale, or at a foreclosure or other judicial sale, will not be liable for nonpayment of any common charges assessed prior to the date of the sale, and the unit will not be subject to a lien for nonpayment of charges.

Section Five. *Default in Payment of Common Charges.* In the event a unit owner fails for 30 days following the due date, to pay to the board of managers the common charges assessed against his or her unit, such unit owner will be deemed in default, and will be obligated to pay interest at the legal rate on the common charges from the due date, together with all expenses, including reasonable attorneys' fees, incurred by the board of managers in any proceeding brought to collect the same, or to foreclose the lien for nonpayment.

Section Six. *Foreclosure of Liens for Unpaid Common Charges.* It will be the right and duty of the board of managers to attempt to recover unpaid common charges, together with interest, and expenses of the proceeding, including reasonable attorneys' fees, by an action brought against any unit owner in default on his or her obligation to pay the same, or by foreclosure of the lien on any unit in respect to which such default has occurred. Any such lien may be foreclosed in the same manner as a mortgage on real property. In any such foreclosure the unit owner will be required to pay reasonable rental for the unit for the period beginning on the date notice of default is first served and ending on the date of sale, and the board of managers, as plaintiff in such foreclosure, will be entitled to the appointment of a receiver to collect the same. The board of managers, acting on behalf of all unit owners as the unit owners, will have power to bid on and purchase any such unit, and to acquire, hold, lease, encumber, convey, or otherwise deal with it. Suit to recover a money judgment for unpaid common charges will be maintainable without foreclosing or waiving the lien securing the same, and foreclosure will be maintainable notwithstanding the pendency of a suit to recover a money judgment.

Section Seven. *Maintenance and Repair.*

(a) Each owner will promptly perform all maintenance and repair work within his or her own unit, which if omitted would affect any common element, any portion of the

property belonging to other owners, or the condominium as a whole, being expressly responsible for all damages and liabilities that any failure to repair or maintain may cause.

(b) All maintenance, repairs, and replacements to the common elements, whether located inside or outside individual units, will be the responsibility of the board of managers and will be charged to all unit owners as common expenses unless such maintenance, repairs, or replacements are necessitated by the negligence or misconduct of individual unit owners, in which case such expenses will be the responsibility of and will be charged to such individual unit owners.

(c) Each unit owner will be responsible for and reimburse the association for any expenditures incurred in repairing or replacing any common element damaged through his or her fault.

Section Eight. *Uses of Units.*

(a) Units will be occupied and used by their respective owners only as private dwellings for the owners, his or her family, tenants, and social guests, and for no other purpose whatsoever.

(b) No portion of a unit other than the entire unit may be rented, and no unit may be rented for hotel or transient purposes.

(c) Residents will exercise extreme care about making noise or playing music which may disturb other residents. Residents keeping domestic animals must abide by municipal sanitary regulations.

(d) Hanging, cleaning, or beating garments, rugs, etc., from or on the windows, terraces, or facades of the building is prohibited.

(e) Throwing garbage or trash outside disposal installations provided for such purposes is prohibited.

(f) No owner, resident, or lessee will install wiring for any electrical or

telephone installation, television antenna, air-conditioning unit, or machine of any kind, on the exterior of the project which protrudes through the walls or the roof of the project except as authorized by the board of managers or a majority of unit owners.

(g) Owners will not take or cause to be taken within their units any action that would jeopardize the soundness or safety of any part of the condominium property or impair any easement or right appurtenant or affect the common elements without the unanimous consent of all unit owners who might be affected

(h) Owners will not permit anything to be done or kept in their units that would increase the rate of fire insurance thereon or on the condominium as a whole

(i) No immoral, improper, offensive, or unlawful uses will be made of condominium property or any part of it, and each unit owner, at his or her own expense, will comply with, perform, and fully satisfy all city, state, and federal laws, statutes, ordinances, regulations, orders, or requirements affecting his or her unit.

Section Nine. *Modifications by Unit Owners.* No unit owner will make any structural addition or alteration in or to his or her unit without the prior written consent of the board of managers. On request by any unit owner for approval of a proposed addition or alteration, the board of managers will answer the same within thirty (30) days after receipt, and failure to do so within the stipulated time will constitute a consent. Any application to any governmental authority for a permit to make any addition or alteration in or to any unit will be executed by the board of managers only. However, neither the board nor any member will be liable to any contractor, subcontractor, or materialman, or to any person claiming injury to person or property as a result of such addition or alteration or the construction. The provisions of this section will not apply to units owned by developer until the units have been initially sold by developer and paid for.

Section Ten. *Right of Entry.* Each unit owner will grant to the manager, managing agent, or other person or persons authorized by the board of managers, a right of entry to correct any condition threatening his or her unit or originating in his or her unit and threatening another unit or a common element; to install, alter, or repair mechanical or electrical services or other common elements located in his or her unit or elsewhere; and to correct any condition which violates the provisions of any mortgage secured by, or deed of trust covering, any other unit. Requests for entry will be made in advance and will be scheduled for times convenient to the owner except that in case of emergencies, right of entry will be immediate, and will exist whether the unit owner is present at the time or not.

Section Eleven. *Use of Common Elements.*

(a) Unit owners will not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other condominium areas and facilities of a similar nature comprising either general or limited common elements, any furniture, packages or objects of any kind. Such areas (other than lobbies) will be used for no other purpose than for normal transit through them.

Section Twelve. *Modifications by Board of Managers.* Any additions or alterations in or to the common elements costing \$500.00 or less may be made by the board of managers without approval of the unit owners or of unit mortgagees or trust deed beneficiaries, and the costs thereof will be treated as common expenses. Whenever in the judgment of the board of managers, the common elements require additions or alterations costing in excess of \$500.00, the making of such additions or alterations will require approval by a majority of unit owners. After approval has been obtained, the board of managers will proceed with the additions or alterations, and the costs will be treated as common expenses.

Section Thirteen *Repair or Reconstruction.* In the event of damage to or destruction of all or any part of the common areas and facilities, the unit owners, by the affirmative vote of those entitled to exercise at least 70 percent of the voting power of the association, may elect not to repair or restore the same. The net proceeds of any such sale, together with the net proceeds of insurance policies, shall be considered as one fund and shall be divided among all unit owners in proportion to their respective common interests; provided however, that no payment shall be made to a unit owner until there has first been paid out of his or her share of such fund all liens on his or her unit.

In all other cases, in the event of damage to or destruction of the building, the board of managers shall arrange for the prompt repair and restoration of the building, including individual units therein, but not including furniture, furnishings, decorations, fixtures or equipment installed by unit owners in their units. The board of managers shall disburse in appropriate progress payments, the proceeds of all insurance policies to the contractors engaged in repair and restoration work. Costs of repair and restoration in excess of insurance proceeds shall be treated as common expenses. Any unit owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him or her on the president of the unit owners association within five days after receiving notice so such vote, to receive the fair market value of his or her unit, less the amount of any liens and encumbrances thereon as of the date such vote is taken, in return for a conveyance of his or her unit, subject to such liens and encumbrances, to the president as trustee for all other unit owners. In the event of such election, the payment of such consideration shall be treated as a common expense, and shall be made within 10 days after the date of election. If the owner and a majority of the board of managers cannot agree on the fair market value of the unit, the determination shall be made by the majority vote of three appraisers, one to be appointed by the unit owner, one to be appointed by

the board of managers, and the third to be appointed by the first two.

Section Fourteen. *Rehabilitation of Property.* In the event the unit owners shall determine that the condominium property is obsolete, in whole or in part, they may elect, by affirmative vote of those unit owners entitled to exercise 70 percent of the voting power of the association, at a meeting duly called and held for the purpose of considering such action, to renew and rehabilitate the property of any part thereof, and in the event of such election, the cost of renewal and rehabilitation shall be treated as a common expense.

Section Fifteen. *Fire and Extended Coverage Insurance.* The board of managers, or the managing agent or manager, as the case may be, will obtain and continue in effect insurance against loss by fire and other casualties normally covered under broad-form fire and extended coverage insurance as written in Ohio, covering all general and limited common elements, all structural portions of the condominium property, and all units, but not including furniture, fixtures, decorations, equipment, or personal property installed or placed there by unit owners, in an amount satisfactory to mortgagees holding first mortgages and/or beneficiaries under first trust deeds on all the units or more units but in any event not less than 75 percent of the assessed value. The premiums of such insurance will be a common expense to be paid by monthly assessments levied by the board of managers.

Section Sixteen. *Liability Insurance.* The board of managers or the managing agent or manager, as the case may be, will obtain and continue in effect insurance against liability for personal injury and death and for damage to property arising from accidents occurring within the general and limited common elements in such amounts, satisfactory to mortgagees holding first mortgages. The premiums for the insurance will be a common expense to be paid by monthly assessments levied by the board of managers.

Section Seventeen. *Beneficiaries of Insurance.* All policies of insurance required to be obtained will be written in the name of the Association for the unit owners, mortgagees, and trust deed beneficiaries. Even though not named in such policies, however, each unit owner and his or her mortgagee or mortgagees, or trust deed beneficiary or beneficiaries, if any, will be a beneficiary in the percentage assigned to his or her respective unit in the declaration.

Section Eighteen. *Right of Owners to Insure Units.* Any insurance procured or maintained by the board of managers, or managing agent or manager, as the case may be, will be without prejudice to the right of each unit owner to procure and maintain such unit insurance as he or she sees fit.

Section Nineteen. *Rules and Regulations.* Rules and regulations concerning the use of the common elements and of individual units may be promulgated and amended from time to time by the board of managers with the approval of a majority of unit owners. Copies of all rules and regulations will be furnished by the board of managers to each unit owner prior to their effective date. Initial rules and regulations, which will be effective until amended by the board of managers with the approval of a majority of unit owners, are shown in attached Exhibit "5," and incorporated by reference.

Section Twenty. *Abatement of Violations.* Violation of any provision of the declaration, of these bylaws, or of any rule or regulation adopted pursuant to them, will give the board of managers, acting on behalf of all unit owners, the right, in addition to any other rights set forth:

(a) To enter any unit in or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any thing or condition constituting such violation or breach; and the board of managers will not be deemed guilty or trespass in so doing; or

(b) To enjoin, abate, or remedy the continuance of such violation or breach by appropriate legal proceedings, or to bring an action for recovery of damages.

Section Twenty-One. *Arbitration.* In the event of internal disputes arising from the operation of the condominium amount unit owners, associates, agents and assigns, there shall be voluntary binding arbitration conducted by the Division of Ohio Land Sales and Condominiums of the Department of Business Regulation. The decision of the arbitrator shall be final.

Article Six

Mortgages and Deeds of Trust

Section One. *Notice of Encumbrance.* An owner who mortgages his or her unit or deeds his or her unit in trust will, within thirty (30) days after such mortgage or deed of trust has been executed, notify the manager, managing agent, or secretary of the association of the name and address of his or her mortgagee or trust deed beneficiary; and the secretary will maintain such information in a book entitled "Mortgagees of Units."

Section Two. *Payment of Assessments.* No unit owner will be permitted to convey, mortgage, deed in trust, pledge, sell, or lease his or her unit unless and until he or she has paid in full to the board of managers all unpaid charges theretofore assessed against his or her unit, and until he or she has satisfied all unpaid liens against his or her unit other than mortgage liens.

Section Three. *Notice of Unpaid Assessments.* The secretary of the association will, at the request of a mortgagee or trust deed beneficiary of a unit, report any unpaid assessments due from the owner of such unit.

Section Four. *Notice of Default.* Upon giving notice to a unit owner of a default, whether in payment of common charges or otherwise, the board of managers will send a copy of the notice to each holder of a mortgage secured by the unit, or trust deed

beneficiary of the unit, whose name and address appears in the book entitled "Mortgagees of Units."

Section Five. *Inspection of Books.* Unit owners, mortgagees, and beneficiaries under deeds of trust covering units will be permitted to inspect the books of account of the condominium at reasonable times during business hours.

Article Seven

Sales and Leases of Units

Section One. *Compliance With Articles.* No unit owner may sell or lease his or her unit or any interest in it except by complying with the provisions of this article.

Section Two. *Severance of Ownership.* Any sale of a unit must include the sale of the undivided interest in the common elements appurtenant to that unit, the interest of the seller in any units theretofore acquired by the board of managers, or the proceeds of the sale or lease; and the interest of the seller in any other assets of the condominium (collectively referred to as appurtenant interests) No part of the appurtenant interests of any unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the unit to which the interests are appurtenant; or as a part of a sale, transfer, or other disposition of such part of the appurtenant interests of all units. Any deed, mortgage, deed of trust, or other instrument purporting to affect a unit or one or more appurtenant interests without including all such interests will be deemed to include the interest or interests that were omitted; it being the intention to prevent any severance of combined ownership of units and their appurtenant interests.

Section Three. *Right of First Refusal.* Any unit owner who receives a bona fide offer for the sale or lease of his or her unit which he or she intends to accept, will give notice to the board of managers of the terms of the offer, the name and address of the offer, and other information as the board may reasonably request. The giving of this

notice will constitute a warranty and representation by the unit owner to the board of managers that the owner believes the offer to be bona fide in all respects, and intends to accept it. Within three (3) days after receipt of the notice, the board may elect, by notice to the unit owner, to purchase or lease the unit, on behalf of the unit owners, on the same terms and conditions stated in the unit owner's notice. If the board or its designee fails, within three (3) days to give notice of its intent to purchase or lease the unit, the unit owner will be free to contract, to sell, or lease the same to the outside offer or on the terms and conditions set forth in the original offer.

Section Four. *Consent of Unit Owners.* The right of first refusal set forth above may not be exercised by the board of managers without the prior approval of a majority of unit owners.

Section Five. *Release of Right of First Refusal.* The right of first refusal set forth above may be released or waived by the board of managers.

Section Six. *Certificate of Termination or Waiver of Right of First Refusal.* Any unit owner who has given the notice required in Section Three of this article, or in respect to whom the provisions of such section have been waived, may request a certificate of termination or waiver, as the case may be, of the right of first refusal. On such request, a certificate of termination or waiver will be executed and acknowledged by the secretary of the association, and the certificate will be conclusive on the board of managers and the unit owners in favor of all persons relying on it in good faith.

Section Seven. *Financing Acquisition of Units by Board of Managers.* Acquisition of units may be financed from the acquisitions reserve, working capital, and common charges in the hands of the board of managers. If such funds are insufficient, the board may levy an assessment against unit owners in proportion to their ownership of the common elements, as a common charge. The board is also authorized to borrow money

to finance the acquisition of these units. However, no lien or encumbrance on any property, other than the unit to be acquired, may be suffered to secure the financing.

Section Eight. *Exceptions.* The right of first refusal will not apply to any sale or lease of a unit by its owner to his or her spouse, to any of his or her children, to his or her parent or parents, to his or her brothers or sisters, or to any one or more of them; nor will the right apply to any unit by the developer, or to the acquisition or sale of any unit by a mortgagee or trust deed beneficiary acquiring title by foreclosure or by exercise of a power of sale. Nor will the right apply to any transfer or conveyance of a unit by gift, by devise, or by interstate succession.

Article Eight

Eminent Domain

Section One. *Condemnation of Common Elements.* If all or any part of the general or limited common elements is taken, injured, or destroyed by eminent domain, each unit owner will be entitled to participate, through the association, in the proceedings incident thereto. However, any damages shall be for the taking, injury, or destruction as a whole, and will be collected by the board of managers. If those unit owners entitled to exercise 70 percent or more of the total voting power of the association duly and promptly approve the repair and restoration of the general or limited common elements, the board of managers will contract for repairs and restoration, and will disburse the proceeds to the award in appropriate progress payments to contractors engaged in repair and restoration. If the proceeds of the award are insufficient to defray the entire expense of repair and restoration, the excess of the expense over the proceeds will be treated as a common expense or limited common expense. In the event that those unit owners entitled to exercise 70 percent or more of the total voting power of the council do not duly and promptly approve the repair and restoration of the common elements, the net proceeds

will be divided by the board of managers among all unit owners in proportion to their respective general or limited common interests, as the case may be, paying out of the share of each unit owner the amount of any unpaid liens on his or her unit, in the order of priority of the liens.

Section Two. *Condemnation of Unit.* If all or any part of any unit or units, other than the undivided interest or interests in the general and limited common elements appurtenant, is taken, injured, or destroyed by eminent domain, each unit owner so affected will be entitled to participate directly in the proceedings incident thereto. Any damages will be payable directly to the unit owner or owners.

Article Nine

Records

Section One. *Records; Certification by Certified Public Accountants.* The manager, managing agent, and board of managers will keep detailed records of all actions of the manager, managing agent, and board of managers, as well as minutes of the meetings of the board of managers, minutes of the meetings of the unit owners, and financial records and books of account for the condominium, including a chronological record of all receipts and disbursements. A separate account will also be kept for each unit containing, among other things, the amount of each assessment against the unit, the date when due, amounts paid on the assessment, and the balance remaining due. The board of managers will also prepare a quarterly written report summarizing receipts and disbursements of the condominium, copies of which will be made available to all unit owners. Additionally, an annual report of receipts and disbursements of the condominium, certified by an independent certified public accountant, will be rendered by the board of managers to all unit owners, mortgagees, and trust deed beneficiaries requesting it, promptly after the end of each fiscal year.

Article Ten
Miscellaneous

Section One. *Notices.* All notices required or permitted to be sent to the board of managers will be sent by registered or certified mail in care of the manager or managing agent, or if there is no manager or managing agent, to the office of the board of managers at 7694 Strausser St., NW, in the City of North Canton, County of Stark, State of Ohio, or to such other address as the board may, from time to time designate. All notices required or permitted to be sent to any unit owner will be sent by registered or certified mail to the condominium or to such other address as the owner may have designated in writing to the board of managers. All notices of unit mortgagees or trust deed beneficiaries will be sent by registered or certified mail to their respective addresses, as maintained by the secretary in the book entitled "Mortgagees of Units." All notices will be deemed to have been given when mailed, except notices of change of address which will be deemed to have been given when received.

Section Two. *Waiver.* No restriction, condition, obligation, or provision contained in these bylaws will be deemed to have been abrogated or waived by reason of any failure to enforce it, irrespective of the number of violations and failures to enforce that may occur

Section Three. *Invalidity.* If any provision or provisions of these bylaws is or are declared invalid, the invalidity will in no way impair or affect the validity, enforceability, or effect of the remaining provisions of these bylaws.

Section Four. *Captions.* Captions are inserted in these bylaws for convenience and reference only, and will not be taken in any way to limit or describe the scope of these bylaws or any provision of them.

Article Eleven

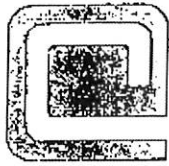
Amendments

Section One. *Amendments.* These bylaws may be amended or supplemented by the vote of those unit owners entitled to exercise 70 percent or more of the total voting power of the unit owners at a meeting of unit owners duly called and held for this purpose. Any such amendment or supplement shall be filed for record in the office in which these bylaws are recorded.

Article Twelve

Conflicts

Section One. *Conflicts.* These bylaws are intended to comply with the requirements of, and are written according to the provisions of Chapter 5311 of the Ohio Revised Code. If these bylaws or any provisions of them are so construed as to be in conflict with the provisions of such statutes or of the declaration of which they are attached, the provisions of the statutes or of the declaration, as the case may be, will control.



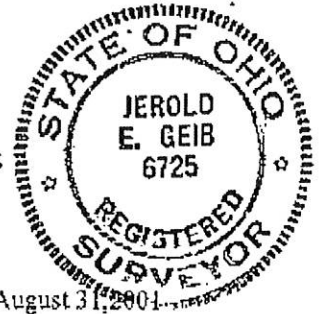
1359 MARKET
AVENUE NORTH
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**DESCRIPTION OF 6.487 ACRES
UNIVERSITY COMMONS CONDOMINIUMS - ADDITIONAL PROPERTY
FOR: P.R.M.D.C., LTD.**

Known as and being part of Outlot 899 in the City of Massillon, Stark County, Ohio presently owned by P.R.M.D.C., Ltd. as recorded in Stark County Recorder's Image Number 97068027 of the Stark County Deed Records and being more particularly bounded and described as follows;

Beginning for the same at a point, marked by a 1/2 inch iron bar with Cooper & Associates cap found, at the northwest corner of said Outlot 899 in the City of Massillon as depicted on the Record Plat of University Village Phase 7 and recorded in Plat Book 69, Page 39 of the Stark County Plat Records and being the true place of beginning for the tract of land herein to be described;

Thence S87°15'44"E on a portion of the north line of Outlot 899 a distance of 309.58 feet to a point, marked by a 1/2 inch iron bar with Cooper & Associates cap found;

Thence N62°03'42"E continuing on a portion of the north line of Outlot 899 a distance of 203.21 feet to a point, marked by a 1/2 inch iron bar with Cooper & Associates cap found, on the west line of a 0.80 acre tract of land now or formerly owned by David Rapovy as recorded in Stark County Recorder's Image Number 95038246 of the Stark County Deed Records;

Thence S27°56'18"E on a portion of the west line of said 0.80 acre David Rapovy tract of land and the west line of Outlot 901 in the City of Massillon a distance of 406.00 feet to a point, marked by a 1/2 inch iron bar with Cooper & Associates cap found, on the north line of Outlot 900 in the said City of Massillon;

Thence S62°03'42"W on a portion of the north line of Outlot 900 in the City of Massillon a distance of 176.86 feet to a point, marked by a 1/2 inch iron bar with Cooper & Associates cap found;

Thence S25°02'02"W on the west line of said Outlot 900 a distance of 538.96 feet to a point, marked by a 1/2 inch iron bar with Cooper & Associates cap found, on the north right-of-way line of Ohio State Drive S.E.;

Thence N68°05'44"W on a portion of the north right-of-way line of said Ohio State Drive S.E. a distance of 49.47 feet to a point of curvature, marked by a 1/2 inch iron bar with Cooper & Associates cap found;

Thence on an arc of a curve to the left, continuing on a portion of the north right-of-way of Ohio State Drive S.E., in a westerly direction, with said curve having a central angle of $06^{\circ}30'07''$, a radius of 530.00 feet, a tangent distance of 30.10 feet and an arc length of 60.14 feet, a distance of 60.14 feet to the termination point of said curve, marked by a $\frac{1}{2}$ inch iron bar set, (last stated curved course has a chord bearing and distance of $N71^{\circ}20'47''W - 60.11$ feet);

Thence on a common line between the subject 6.487 acre tract of land and a 3.271 acre tract of land the following seven (7) courses:

1. $N04^{\circ}39'19''E$ on the southerly extension of the centerline of a existing 20 foot storm sewer easement and on the centerline of said existing 20 foot storm sewer easement a distance of 218.46 feet to a point, marked by a $\frac{1}{2}$ inch iron bar set;
2. Thence $N16^{\circ}22'36''E$ continuing on the centerline of the existing 20 foot storm sewer easement a distance of 261.85 feet to a point, marked by a $\frac{1}{2}$ inch iron bar set;
3. Thence $N33^{\circ}51'07''E$ a distance of 59.04 feet to a point, marked by a $\frac{1}{2}$ inch iron bar set;
4. Thence $N02^{\circ}38'19''E$ a distance of 72.04 feet to a point, marked by a $\frac{1}{2}$ inch iron bar set;
5. Thence $N87^{\circ}21'41''W$ a distance of 118.06 feet to a point, marked by a $\frac{1}{2}$ inch iron bar set;
6. Thence $S02^{\circ}38'19''W$ parallel with and 211.39 feet east of the west line of previously stated Outlot 899 in the City of Massillon a distance of 63.05 feet to a point, marked by a $\frac{1}{2}$ inch iron bar set;
7. Thence $N87^{\circ}21'41''W$ perpendicular to the said west line of Outlot 899 a distance of 211.39 feet to a point, marked by a $\frac{1}{2}$ inch iron bar set, on the west line of said Outlot 899 in the City of Massillon;

Thence $N02^{\circ}38'19''E$ on a portion of the west line of Outlot 899 a distance of 269.90 feet to a point, marked by a $\frac{1}{2}$ inch iron bar with Cooper & Associates cap found, at the northwest corner of said Outlot 899 in the City of Massillon, being the true place of beginning and containing 6.487 acres of land more or less.

Subject to any and all easements, reservations, or restrictions that may be of record pertaining to the above described tract of land.



NOTE: Reference direction for bearing system used in the above description was established from the Record Plat of University Village Phase 2 as recorded in Plat Book 65, Pages 144 and 145 of the Stark County Plat Records, using $N02^{\circ}38'19''E$ for the centerline of Bowling Green Drive S.E.

As surveyed this 31ST day of August, 2001.



Jerold E. Geib - Registered Surveyor No. 6725

