Unit #416

DECLARATION AND BYLAWS

CREATING AND ESTABLISHING A PLAN FOR

CONDOMINIUM OWNERSHIP

UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO

FOR

AUTUMN WOODS

The declaration begins with name, legal description, definitions, the condominium, structures, units, limited common areas and facilities, living unit designation, description and percentage of interest which covers pages 1 – 4.

The part of the declaration of most interest to the unit owners is found on pages 4 – 11 (portion). This is the portion copied and distributed here. Also included in this document is the Bylaws Index, followed by all the bylaws. Copies of the total and complete Declaration and Bylaws may be borrowed by contacting any of the board members.

PURPOSES, USES, COVENANTS, RESTRICTIONS, EASEMENTS AND OTHER PROVISIONS

The condominium property and the use thereof shall be subject to the following covenants, agreements, terms, conditions and restrictions:

1. Unless owned by Developer, no living unit shall be used for any purpose other than that of a private dwelling place for a single family (as more fully explained hereinafter).

2. The common areas and facilities shall be for the enjoyment, use and the furnishing of services and facilities for all of the living units. The Unit Owners' Association shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of the common areas and facilities

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regulations limiting the use of the common areas and facilities to members of the association and their respective families, guests, invitees and servants. Subject to such rules and regulations from time to time promulgated, all unit owners may use the common areas and facilities in such manner as will not restrict, interfere or impede the use thereof by the other unit owners. No common area and facility shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of the owners and occupants of the living units and their guests.

3. The limited common areas and facilities shall be for the exclusive enjoyment and use of the specific living unit for which each is designated. The Unit Owners' Association shall have the right, but not the obligation, to promulgate rules and regulations regulating the use of the limited common areas and facilities.

4. No noxious, offensive, dangerous or hazardous activity or nuisance of any kind or character shall be committed, suffered, or maintained on any part of the condominium property.

5. No structure of a temporary character, recreational vehicle, tent, shack, carport, accessory building or outbuilding shall be used on the condominium property, at any time, as a residence. No fences shall be installed on the common area or limited common areas. No objects or articles shall be installed or displayed in or on the common areas or limited common areas and there shall be no alterations, improvements, use or planting of the common areas or limited common areas except as permitted by the Unit Owners' Association.

6. No commercial activity, other than that carried on by Developer, or the buying, selling or leasing of living units and operating, maintaining, repairing, replacing the common areas and facilities and the limited common areas and facilities, shall be conducted in or upon any part of the condominium property. No unit shall be used for hotel or transient purposes.

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7. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any part of the condominium property except a reasonable number of dogs, cats, or other household pets which are ordinarily and customarily kept in homes and which do not annoy or disturb residents of the condominium property. No animal shall be permitted to run loose on the common areas and facilities.

8. No sign of any kind shall be displayed to public view on any part of the condominium property except street name signs, directional signs, signs regulating the use of the common areas and facilities, and such other signs as may be expressly permitted by the Unit Owners' Association. This restriction shall not prohibit Developer from advertising units for sale.

9. Trash, garbage, or other waste shall not be dumped, deposited or permitted to remain on the common areas and facilities or limited common areas and facilities except in covered, sanitary containers placed in areas designed for the sanitary containers. The common areas and facilities and the limited common areas and facilities shall be kept free and clear of rubbish, debris and other unsightly materials. No open fires shall be permitted in the common areas and facilities or limited common areas and facilities except in cooking grills.

10. So that the exterior of all living units shall be uniformly decorated and maintained in an aesthetically pleasing manner as determined by the Unit Owners' Association, no unit owner, occupant, person, or entity shall cause or permit the painting, discoloration, covering, alteration, removal or destruction of the exterior of any living unit, including, but not necessarily limited to, the exterior walls, roof, windows, screens, or any exterior door, doorsill, frame, jamb, sash or windowsill, except to repair or replace any such portion of the unit which may be damaged, or unless authorized and directed by the Unit Owners' Association.

11. Nothing shall be done or kept in any living unit in the common areas and facilities or in the limited common areas and facilities which will increase the rate of insurance on the living unit or contents thereof, applicable for residential use, without the prior written consent of the Unit Owners' Association. No unit owner shall permit anything to be done or kept in his living unit, in the common areas and facilities or in the limited common areas and facilities which will result in the cancellation of insurance on the living unit or contents thereof, or which would be in violation of any law. No waste will be committed to the living unit, the common areas and facilities or the limited common areas and facilities.

12. No unit owner may hinder or encroach upon the lawful rights of the other unit owners to use the common areas and facilities. Without prior written consent of the Board of Managers, no unit owner shall have the right to install or lay cement, brick, blacktop, tile, wood, or other material upon or to perform work upon, paint wax, paper, or otherwise finish, refinish, or decorate any of the common areas and facilities or the limited common areas and facilities reserved for the exclusive use of his unit.

13. Nothing shall be done in any living unit or in, on, or to the common areas and facilities or limited common areas and facilities which will impair the structural integrity of the living unit or which would structurally change the living unit.

14. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the common areas and facilities, but this provision shall apply to the limited common area reserved for the exclusive use of each unit.

15. The owner of each living unit shall be subject to easements arising from necessity of maintenance or access. The owner of each living unit shall have the permanent right and easement to and through the common areas and facilities, limited common areas and facilities, and walls for the use of water,

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sewer, electric power, television antenna, and other utilities now or hereafter existing.

16. The Unit Owners' Association may hereafter grant easements for utility purposes for the benefit of the condominium property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the common areas and facilities and limited common areas and facilities.

17. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof.

MAINTENANCE OF FAMILY UNITS, COMMON AREAS AND FACILITIES AND LIMITED COMMON AREAS AND FACILITIES

The Unit Owners' Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located outside of the living unit boundaries, exclusive of any portion, if any, which may be the responsibility of an individual unit owner under any other provisions of this Declaration.

The Unit Owners' Association, at its expense, shall also be responsible for the maintenance, repair and replacement of all common areas and facilities and limited common areas and facilities. This obligation shall include, but shall not be limited to, care of lawns and shrubs and the keeping open of all sidewalks and streets.

The cost of maintenance, repair or replacement of portions of common areas and facilities or limited common areas and facilities, as herein provided, shall be a common expense.

The responsibility of each living unit owner shall be as follows:

1. To maintain, repair and replace at his expense all portions of his living unit and all installations of such living unit such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the living unit boundaries, or serving his unit exclusively.

2. To maintain and repair all windows, doors, vestibules and entryways and all of associated structures and fixtures therein which are appurtenances to his living unit. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances.

3. To perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the property.

4. To maintain the exterior of his unit so that all units will have a similar appearance and, in furtherance thereof, not to paint or otherwise decorate or change the exterior appearance of any portion of the living unit unless the written consent of the Unit Owners' Association is obtained.

5. To report promptly to the Unit Owners' Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Unit Owners' Association.

6. Each owner agrees to maintain, repair and replace at his expense all portions of the common areas and facilities or limited common areas and facilities which may be damaged or destroyed by reason of his own or any of his occupant's act or neglect, or by the act or neglect of any invitee, licensee or guest of such owner or occupant.

7. The obligation of the Unit Owners' Association and of unit owners to repair, maintain and replace the portions of the property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the

construction of the property.

8. Notwithstanding the fact that the Unit Owners' Association and/or any unit owner may be entitled to the benefit of any guarantee of material and workmanship furnished by a construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage of and for which they are respectively responsible, the existence of construction guarantee or insurance coverage shall not excuse any delay by the Unit Owners' Association or any living unit owner in performing his obligation hereunder.

EXCLUSIVE OWNERSHIP AND USE

Each unit owner is entitled to exclusive ownership, use and possession of his living unit, to ownership of an undivided interest in the common areas and facilities (which includes limited common areas and facilities) in such percentage as is hereinbefore expressed in this Declaration, and to exclusive use and possession of the limited common areas and facilities reserved for the exclusive use of his unit. Ownership of a unit includes the right to exclusive possession, use and enjoyment of that unit as described herein including the right to perform work upon, paint, tile, wax, paper, or otherwise finish, refinish, or decorate the same, except as prohibited herein.

ASSESSMENTS

Assessments for the maintenance, repair and insurance of the common areas and facilities, limited common areas and facilities together with the payment of the common expenses, shall be made in the manner provided herein and in the manner provided in the By-laws.

The proportionate shares of the separate unit owners of the respective living units in the common profits and the common expenses of the operation of the condominium property as well as their proportionate representation for voting purposes in the Unit Owners' Association is based upon and equal to the

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proportionate ownership of common areas and facilities as set forth herein.

Assessments of whatever kind against all unit owners shall be set forth on a roll of units which shall be available for inspection at all reasonable times by unit owners, their mortgagees or their authorized representative, which roll shall indicate for each living unit the assessments made for each purpose and the amounts paid and unpaid. A certification made by Unit Owners' Association as to the status of the Unit Owners' Association account, including current monthly assessments, shall be furnished to such persons as a unit owner shall request and to any prospective mortgagee in writing.

Where the mortgagee of a first mortgage of record or other purchaser of a living unit acquires title to the living unit as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or other assessments by the Unit Owners' Association chargeable to such living unit which became due prior to the acquisition of title to such living unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the living units, including that of such acquirer, his successors or assigns.

In a voluntary conveyance of a living unit, the grantee of the living unit shall be jointly and severally liable with the grantor (unit owner) for all unpaid assessments by the Unit Owners' Association against the grantor and his living unit for his share of common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

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BY-LAWS

AUTUMN WOODS CONDOMINIUMS

UNIT OWNERS' ASSOCIATION

The within By-laws are executed and attached to the Declaration of Autumn Woods Condominiums pursuant to Chapter 5311, Ohio Revised Code. Their purpose is to provide for the government of the Condominium Property by the Unit Owners' Association (hereinafter called the "Association") in the manner provided by the Declaration and by these By-laws. All present or future unit owners or tenants or their employees, or any other person who might use the facilities of the condominium property in any manner shall be subject to the covenants, provisions or regulations contained in the Declaration and these By-laws and shall be subject to any restriction, condition or regulation hereafter adopted by the Board of Managers of the Association. The mere acquisition or rental of any of the living units (hereinafter referred to as "units") located within the condominium property or the mere act of occupancy of any of the units will constitute acceptance and ratification of the Declaration and of these By-laws.

MEMBERS OF ASSOCIATION AND THEIR VOTING RIGHTS

Section 1. Members of Association. Each owner of a unit in Autumn Woods Condominiums shall be a member of this Association.

Section 2. Voting Rights. On any question upon which the vote of unit owners is permitted or required, the owner or owners of each unit shall be entitled to exercise one vote. If there is more than one owner of a unit, each such owner may exercise that fraction of one vote, the numerator of which is one and the denominator of which is the number of owners of such unit.

Section 3. Voting by Fiduciaries. Fiduciaries who are owners of record of a unit or units may vote their respective interests as unit owners.

Section 4. Proxies. At meetings of the unit owners, any unit owner entitled to vote thereat may be represented and may vote by proxy or proxies appointed by an instrument in writing, but such instrument shall be filed with the Secretary of the meeting before the person holding such proxy shall be allowed to vote thereunder. No proxy shall be valid after the expiration of six months from its date of execution unless the unit owner executing it shall have specified therein the length of time it is to continue in effect.

ORGANIZATION

Section 1. Establishment. The Unit Owners' Association shall be established not later than the date the deed or other evidence of ownership is filed for record following the first sale of a condominium ownership interest in the development. Until the Unit Owners' Association is established, the Developer shall act in all instances where action of the Unit Owners' Association or its officers is authorized or required by law or the Declaration.

MEETINGS OF UNIT OWNERS

Section 1. Annual Meetings. The annual meeting of the unit owners of this Association, for the appointment or election, as the case may be, of members of the Board of Managers, the consideration of reports to be laid before such meeting and for the transaction of such other business as may properly come before such meeting, shall, beginning with the year 1995, be held on the 1st day in January of each year, or on such other date within one month thereafter as may from time to time be designated by the Board of Managers.

Section 2. Special Meetings. Special meetings of the unit owners shall be held whenever called by the President, by a majority of the Board of Managers acting with our without a meeting, or by those unit owners entitled to exercise not less than twenty-five per cent (25%) of the voting power of all unit

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owners. Upon the delivery of a request in writing to the President or Secretary by persons entitled to call a meeting of the unit owners, it shall be the duty of the President or Secretary to give notice to the unit owners in accordance with these By-laws, but if such request be refused, then the persons making such request may call a meeting by giving such notice.

Section 3. Place of Meeting. All meetings of unit owners shall be held in Logan, County, Ohio, at such places as may be specified by the Board of Managers or the persons calling the meeting.

Section 4. Notice of Meetings. A written or printed notice of every meeting of unit owners, whether annual or special, stating the time, place and the purpose or purposes for which the meeting is called, shall be given by the President or Secretary by personal delivery or by mail not more than sixty (60) nor less than ten (10) days before such meeting to each unit owner entitled to notice thereof. If mailed, such notice shall be addressed to the unit owner at his address as it appears upon the records of the Association. If a meeting is adjourned to another time or place, no further notice as to such adjourned meeting need be given if the time and place to which it is adjourned are fixed and announced at such meeting. In the event of a transfer of ownership of a unit after notice has been given and prior to the holding of the meeting, it shall not be necessary to serve notice on the transferee.

Section 5. Waiver of Notice of Meeting. Notice of the time, place and purpose or purposes of any meeting of unit owners may be waived in writing, either before or after the holding of such meeting, by a unit owner, which writing shall be filed with or entered upon the records of such meeting. The attendance of any unit owner, in person or by proxy, at any such meeting without protesting the lack of proper notice prior thereto or at the commencement of the meeting shall be deemed to be a waiver by such unit owner of notice of such meeting.

Section 6. Quorum. A quorum for meetings of the Unit Owners' Association shall exist by virtue of the attendance at the meeting, in person or by proxy, of members having a majority of the interest in the common areas and facilities of the condominium.

BOARD OF MANAGERS

Section 1. Establishment. There is hereby established a Board of Managers of the Association which shall exercise, unless otherwise provided herein or in Chapter 5311 of the Revised Code of Ohio as it now exists or is hereafter amended, all power and authority of the Unit Owners' Association.

Section 2. Membership. The Board of Managers shall be composed of members of the Association, either owners or part owners in fee simple of the dwelling units of the condominium or interest therein, or agents of corporations or partnerships which own interest in fee simple in the dwelling units of the condominium.

Section 3. Number. The Board of Managers shall consist of three (3) persons, except as otherwise provided, all of whom must be owners, or part owners, and occupiers of a unit.

Section 4. Election and Vacancy. The managers shall be elected at each annual meeting of members of the Association. In the event of the occurrence of any vacancy or vacancies in the Board of Managers, however caused, the remaining managers may, by the vote of a majority of their number, fill any such vacancy for the unexpired term. If the remaining managers cannot elect a manager or managers to fill a vacancy, the vacancy shall be filled by the members of the Association at a meeting called for said purpose.

Section 5. Term of Office. Each manager shall hold office until the next annual meeting of the members of the Association and until his successor is elected, or until his earlier resignation, removal from office or death. Any manager may resign at any time by oral statement to that effect made at any

meeting of the Board of Managers or in a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately.

Section 6. Meetings. The Board of Managers shall hold such meetings from time to time as it deems necessary and such meetings as may from time to time be called by the President. However, the Board of Managers shall meet not less than once in each calendar quarter. Meetings shall be held at such place within Logan County, Ohio, as the President or a majority of the members of the Board of Managers may determine.

Section 7. Notices of Meetings. The President or Secretary shall cause written notice of the time and place of all meetings of the Board of Managers, regular and special, to be duly served upon or sent to each member thereof not less than five (5) nor more than thirty (30) days before the meeting, except that a regular meeting of the Board of Managers may be held without notice immediately after the annual meeting of the unit owners at the same place as such annual meeting was held for the purpose of electing or appointing officers for the ensuing year and for the transaction of such other business as may property come before such meeting. No notice of adjourned meetings need be given. Notice of the time and place of any meeting of the Board of Managers may be waived in writing, either before, during, or after the holding of such meeting, by any member, which writing shall be filed with or entered upon the records of such meeting. The attendance of any member at any meeting without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by him of notice of such meeting.

Section 8. Quorum. At all meetings of the Board of Managers a majority of the members thereof shall constitute a quorum, but less than a quorum may adjourn a meeting from time to time, and at adjourned meetings any business may be transacted as if the meeting had been held as originally called. The act of a majority of the members present at any meeting at which there is

a quorum shall be the act of the Board of Managers, except as otherwise provided by law, the Declaration, of these By-laws.

Section 9. Actions by Unanimous Written Consent Without Meeting. Any action which may be authorized or taken at a meeting of the Board of Managers may be authorized or taken without a meeting in a writing or writings signed by all of the members thereof, which writing or writings shall be filed with or entered upon the records of this Association.

Section 10. Compensation. Members of the Board of Managers shall not receive compensation for their services but shall be entitled to reimbursement for all expenses incurred by them in the performance of their duties and powers as members of the Board of Managers.

Section 11. Books and Records. The Board of Managers shall keep correct and complete books and records of account specifying the receipts and expenditures relating to the common areas and facilities and other common receipts and expenses, together with records showing the allocation, distribution and collection of the common profits, losses and expenses among and from the unit owners, minutes of the proceedings of the unit owners and records of the names and addresses of the unit owners and their respective percentages of interest in the common areas and facilities.

Section 12. Employment of Manager of Managing Agent Authorized. The Board of Managers may employ or engage the services of a manager or managing agent and such other persons, firms, or corporations as it deems necessary or advisable in order to perform the duties imposed upon it and may pay to such manager, managing agent, persons, firms, or corporation such compensation as it shall determine. The Board of Managers may delegate to any such manager, managing agent, person, firm or corporation such administrative or ministerial duties as it determines.

OFFICERS

Section 1. Officers to be Elected, Qualifications. At each annual meeting the Board of Managers shall elect a president, a vice president, a secretary and a treasurer, who shall be deemed the officers of the Board of Managers and of the Unit Owners' Association, and who shall serve for one year terms or until their successors are elected and qualified. Any two offices may be combined; provided, however, there shall be not less than three officers. The President shall be a member of the Board of Managers. The remaining officers may or may not be members of the Board of Managers, but shall be unit owners.

Section 2. Duties of President and Vice President. It shall be the duty of the President to preside at all meetings of unit owners and the Board of Managers, to exercise general supervision over the affairs of this Association, and in general to perform all the duties usually incident to such office or which may be required by the unit owners or Board of Managers. It shall be the duty of the Vice President to perform all the duties of the President in the event of his absence or disability and such other duties as may be assigned to him by the Board of Managers.

Section 3. Duties of Secretary. It shall be the duty of the Secretary to keep or cause to be kept under his supervision an accurate record of the acts and proceedings of the unit owners and the Board of Managers and records of the names and addresses of the unit owners and their respective percentages of interest in the common areas and facilities and to perform all the duties usually incident to such office or which may be required by the unit owners or Board of Managers and, on the expiration of his term of office, to deliver all books, papers, and property of this Association in his hands to his successor or to the President.

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Section 4. Duties of the Treasurer. The Treasurer shall have the custody of the funds and securities of the Association which may come into his hands, and shall disburse the same as may be ordered by the Board of Managers. When necessary or proper he may endorse on behalf of the Association for collection, checks, notes and other obligations. He shall deposit the funds of the Association to its credit in such banks and depositories as the Board of Managers may, from time to time, designate. He shall submit to the annual meeting of the members, a statement of the financial conditions of the Association, and, whenever required by the Board of Managers, shall make and render a statement of this account, and such other statements as may be required. He shall keep in books of the Association full and accurate accounts of all monies received and paid by him for account of the Association. He shall perform such other duties as may, from time to time, be assigned to him by the Board of Managers.

Section 5. Additional Officers. The Board of Managers may, at an annual or at any other meeting elect or appoint such additional or assistant vice presidents, assistant secretaries, or assistant treasurers, or may create such other positions as it shall deem necessary or desirable or may appoint such persons to fill them, as it shall designate, all of whom shall have the powers and duties designated by the Board of Managers, but who shall not be considered officers of the Board of Managers, or of the Unit Owners' Association, and all of whom shall serve at the pleasure of the Board.

COMMON EXPENSE, PROFITS AND LOSSES, BUDGETS, ASSESSMENTS

Section 1. Common Expenses. The common expenses for which common assessments shall be made are all costs, fees and payments of and for the administration of the Association (including, but not limited to, wages, salaries, fees, expenses, social security payments, insurance premiums, worker's and unemployment compensation premiums, reasonable fringe benefits to employees, agents and officers), expenses incurred in the construction,

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alteration, repair, improvement, enhancement, embellishment or replacement of any part of the common areas and facilities or limited common areas and facilities, expenses incurred for the construction, installation, maintenance and repair and alteration of the utility lines, drainage facilities, including damages done to the adjacent land by construction and repair of the utility lines, drainage systems or septic tanks, expenses in discharging any liens or encumbrances affecting any estate or interest in two or more dwelling units or in the common areas and facilities, in securing insurance for the condominium property, in instituting any suit on behalf of the Unit Owners' Association or in defending any suits brought against the Unit Owners' Association and for any other items of expense properly chargeable to the common areas and facilities of the condominium, limited common areas and facilities, or affecting the Unit Owners' Association, and for any other purposes relating to the condominium property authorized by the Board of Managers or by the Unit Owners' Association.

Section 2. Common Assessments. Common assessments means assessments charged proportionately against all units for common purposes.

Section 3. Common Surplus. Common surplus means the amount by which common assessments collected during any period exceed common expenses.

Section 4. Common Profits. The common profits for any period of time are the amount by which the total income received from assessments charged for special benefits to specific units, rents received from rentals or equipment or space in common areas, and any other fee, charge or income other than common assessments exceeds expenses allocable to the income, rental fee or charge.

Section 5. Common Losses. Common losses are the amounts by which the common expenses exceeds the common assessments and common profits during a period of time.

Section 2. Budgets-Common Assessments. From time to time, but in no event less than once each year, the Board of Managers shall make an estimate of the common expenses for the next ensuing year and shall assess, as common assessments, such proportions of such amount against the unit owners which are in the same proportions as their respective percentages of interest in the common areas and facilities. Such amounts so assessed as common assessments shall be payable to the Association by the unit owners in such manner as the Board of Managers shall determine, but if in installments, then not more frequently than monthly.

Section 7. Each Unit Owners' Share of Common Expenses and Common Profits. Common profits and common surplus shall be credited to all unit owners and the common expenses shall be charged against the unit owners required to pay the same in proportion to their respective percentages of interest in the common areas and facilities (as the said percentages are shown in the Declaration).

Section 8. Reserves. The Association may assess for and shall build up and maintain a reasonable reserve for contingencies and replacement. Extraordinary expenditures not included in the annual estimate which may be necessary for the year, shall be charged first against such reserve.

Section 9. Payments in Addition to Amount Budgeted and Reserved. In the event that the common expenses and common losses exceed the common assessments and common profits, the common surplus and any amounts reserved during any fiscal year, the Board of Managers shall assess each unit that amount necessary to pay said deficit.

METHOD OF DISTRIBUTING COMMON PROFITS AND COMMON SURPLUS

Section 1. Distribution at End of Budget Year. At the end of each budget year, all unexpended funds of this Association, common profits and common surplus, if any, shall, at the option of the Association, be either distributed to the unit owners

within thirty (30) days after the end of such budget year, credited against assessments due or to become due from the unit owners in the same proportions as their respective percentages of interest in the common areas and facilities, or credited to reserves as herein provided.

LIABILITY AND LIENS FOR ASSOCIATION'S ASSESSMENTS

Section 1. Individual Assessments. In the event that the Board of Managers has determined or the owners of a majority of the units determine during a special meeting (held in accordance with these By-laws and pursuant to notices which specified that the purpose of the meeting was to consider making an individual assessment against the unit owner or owners named therein) that damage to the common areas and facilities or the unit of another was caused by the negligent or intentional act or omission of such named unit owner or owners or his or their relative, agent, lessee, employee, or guest, then if such named unit owner or owners found to be responsible fails to have said damage repaired within ten (10) days after a written demand therefor is served upon him or them, the Association may have the damage repaired and levy and individual assessment against such owner or owners for the costs or expenses of such repair not covered by insurance proceeds.

Section 2. Lien for Unpaid Assessments. The Association shall have a lien upon the estate or interest in any unit of the owner or owners thereof and his or their percentage of interest in the common areas and facilities for the portion of the common expenses chargeable or the individual assessment charged against such unit which remains unpaid for ten (10) days after the same has become due and payable from the time a certificate therefor, subscribed by the President of the Association, is filed with the Recorder of Logan County, Ohio, pursuant to authorization given by the Board of Managers. Such certificate shall contain a description of the unit, the name or names of the record owner or owners thereof, and the amount of such unpaid portion of the

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common expenses or of the individual assessment. Such lien shall remain valid for a period of six (6) years from the time it was delivered to the Recorder for record, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the Court in an action brought to discharge such lien as hereinafter provided. The lien shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association.

Section 3. Personal Liability for Assessments. Each owner of a unit and any occupant thereof shall be personally liable for the assessments chargeable or individual assessments charged against such unit for the period of his ownership or occupancy.

Section 4. Obligation to Pay Assessments Cannot be Avoided. No owner may avoid liability for the assessments chargeable or individual assessments charged against his unit by refusing services, abandoning the unit, waiving his right to use or not using the common areas and facilities or the recreational building.

ADMINISTRATIVE RULES AND REGULATIONS

Section 1. Adoption, Amendment or Repeal. Subject to the provisions of Chapter 5311 of the Revised Code, the Declaration, and these By-laws, as any of the same may be lawfully amended from time to time, the Board of Managers may time to time adopt, amend or repeal administrative rules and regulations governing the operation and the use of the condominium property or any part thereof as it deems necessary or advisable. A copy of any such rule or regulation or written notification of the repeal of any such rule or regulation, as the case may be, shall be sent to each unit owner not less than two (2) days prior to the effective date of its adoption, amendment, or repeal.

GENERAL

Section 1. Additional Powers of Board of Managers. In addition to all other rights, duties and powers set forth herein or in the Declaration of Condominium, the Board of Managers:

A. Shall insure all unit owners, their tenants, and all persons lawfully in possession or control of any part of the condominium property, in accordance with the provisions of the Declaration of Condominium.

B. Shall have full and complete authority for the construction, alteration, repair, improvement, enhancement or embellishment of any part of the common areas and facilities and the limited common areas and facilities, subject, however, to the provisions of the Revised Code of Ohio and to the provisions of the Declaration of Condominium.

C. Shall have the power to enter into contracts with any contractor, material supplier, or laborer, to perform any work or to furnish any materials or supplies deemed necessary in the maintenance and repair of the common areas and facilities.

D. Is empowered to file and defend suits in the name of the Unit Owners' Association.

INDEMNIFICATION OF ASSOCIATION PERSONNEL

Section 1. Right of Indemnification. Any person or entity made a party to any action, suit, or proceeding by reason of the fact that he, his testator or intestate, is or was an officer, member of the Board of Managers, employee, or that he or it was manager or managing agent of the Association shall be indemnified by the Association against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him or it in connection with the defense of such action, suit, or proceeding, or in connection with any aspect therein except in relation to matters as to which it shall be adjudged in such action, suit, or proceeding that such officer, member of the Board of Managers, employee, or manager or managing agent is liable for negligence or misconduct in the performance of his or

its duties.

Such right of indemnification shall not be deemed exclusive of any other right to which such officer, member of the Board of Managers, employee, or manager or managing agent may be entitled apart from this Article.

AMENDMENTS

Section 1. By Board of Managers. Amendments of the By-laws may be proposed by a majority of the Board of Managers by resolution adopted at any regular or special meeting of the Board of Managers.

Section 2. By Member of Unit Owners' Association. Amendments of the By-laws may be proposed by one or more of the members of the Unit Owners' Association. The member or members proposing the amendment shall deliver the text of the proposed amendment to the secretary of the Association.

Section 3. Meeting to Consider Amendments. The secretary shall set a date for a special meeting of the Association to consider the proposed amendment, to be within Logan County, Ohio, which date shall be not less than thirty (30) days nor more than sixty (60) days after the adoption of the resolution by the Board of Managers or the date the proposal made by the member or members of the Association is received by the secretary. Not later than thirty (30) days before the meeting, the secretary shall give written notice by mail of the time, place and object of the meeting to each member of the Unit Owners' Association, and accompanying the notice shall be the full text of the proposed amendment and information as to the manner in which the amendment was proposed.

Section 4. Vote Required. Amendments may be adopted only by the affirmative vote of the members of the Unit Owners' Association exercising seventy-five percent (75%) of the voting power of the Association.

Section 5. Defeat of Amendment. Upon the defeat of an amendment proposed by a member or members of the Unit Owners' Association, all costs incurred in giving the required notice to

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the members of the Association shall be assessed against the member or members proposing the amendment.

IN WITNESS WHEREOF, Developer has caused these By-laws to be subscribed by all of its partners as of the day and year first stated in the Declaration of Condominium.

IN THE PRESENCE OF:

G.S. PROPERTIES, AN OHIO GENERAL PARTNERSHIP

By: _____
Johnny L. Gossard, Partner

By: _____
R. Jeffrey Stone, Partner

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OHIO
ASSOCIATION
OF REALTORS

200 East
Town Street

Columbus, Ohio
43215-4648

Telephone
614.228.6675

Fax
614.228.2601

Roofs Autumn Woods

annual
2004 meeting
yes - HOA takes care of roof replacements
no - homeowners

majority = yes

shingles 20-25yr. on now

typical increase 10-20 each
original $80 HOA fee

Per Dean Hawley, PRES
6/7/2012

Dean's # 441-8488

Eileen Charles
292-7262

Autumn Woods
acting President
10/22/12