

EXHIBIT B

AMENDED AND RESTATED

BYLAWS

OF

THE WOODHAWK CLUB CONDOMINIUM OWNERS; ASSOCIATION

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ARTICLE I

GENERAL

Section 1. Preliminary Statement of Scope and Effect. The within Bylaws are attached to and made a part of the Declaration of The Woodhawk Club Owners' Association. Their purpose is to provide for the establishment of a Unit Owners' Association for the government of the Condominium Property in the manner provided by the Declaration and by these Bylaws. All present or future owners or tenants or their employees, or any other Person who might use the facilities of the Condominium Property in any manner, shall be subject to the covenants, provisions or regulations contained in the Declaration and these Bylaws and shall be subject to any restriction, condition or regulation hereafter adopted by the Association's Board of Directors. The mere acquisition or rental of any of the Units located within the Condominium Property described in the Declaration, or the mere act of occupancy of any of the Units will constitute acceptance and ratification of the Declaration and of these Bylaws.

Section 2. Name and Nature of Association. The Association shall be an Ohio, incorporated, not-for-profit, corporation, to be called "The Woodhawk Club Condominium Owners' Association."

Section 3. Principal Office. The Board shall designate the place or location of the Association's principal office, which office may be at the management company's, if any, location. All books and records of the Association shall be kept at the principal office.

ARTICLE II

THE ASSOCIATION

Section 1. Membership. Each Unit Owner, upon acquisition of title to a Unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his/her Unit Ownership, at which time the successor owner of such Unit shall automatically become a member of the Association.

Section 2. Voting Rights. Subject to the provisions of Bylaws Article III, Section 8(I) below, there shall be one voting member for each of the Units comprising the Condominium Property. The total number of votes of all voting members shall be Two Hundred Thirty Six (236) and each Unit Owner shall be entitled to one (1) vote for each Unit owned. If more than one Person shall own a Unit, they shall be entitled collectively to cast only one vote exercising the voting power of such Unit inasmuch as such voting power may not be divided among plural Unit Owners. In the case of plural Unit Ownership of a Unit, or in the case of the Unit owned or held in the name of a corporation, partnership, fiduciary or nominee, a Certificate signed by the Unit Owner(s) shall be filed with the Secretary of the Association naming the Person authorized to cast votes for such Unit,

which Certificate shall be conclusive until a subsequent substitute Certificate is filed with the Secretary of the Association. If such Certificate is not on file, the vote of such corporation, partnership, fiduciary or nominee shall not be considered nor shall the presence of such Unit Owner at a meeting be considered in determining whether the quorum requirements for such meeting have been met. If a Unit shall be owned by a husband and wife as tenants in common, joint tenants or tenants by the entireties, no Certificate need be filed with the Secretary of the Association naming the Person authorized to cast votes for such Unit, and either spouse, but not both, may vote in Person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the Association.

Section 3. Proxies. Unit Owners may vote, act, or execute consents, waivers or releases in Person or by proxy. The Person(s) appointed as proxy need not be a Unit Owner. Designation by a Unit Owner(s) of a proxy to vote, act, or execute on his/her or their behalf, shall be made in writing and signed by such Unit Owner or appointed in any other manner permitted by Ohio law, shall be filed with the Secretary, and shall be revocable at any time by actual notice to the Board by the Unit Owner(s) making such designation. Without affecting any vote, act or execution previously taken or authorized, the Unit Owner(s) appointing a proxy may revoke a proxy by a later dated appointment of proxy received by the Association or by giving notice of revocation to the Association in writing or in open meeting.

Section 4. Meetings of Members.

(A) **Annual Meeting.** The Association's Annual Meeting shall be held at such time and at such place, and on such date in the second quarter of each year as may be fixed by the Board of Directors and stated in the Meeting notice, for the election of directors, the consideration of reports to be laid before the Meeting, and the transaction of such other business as may be set forth in the Meeting notice.

(B) **Special Meetings.** Special meetings of the Association may be held on any business day when called by the President of the Association, or by a majority of the Board acting with or without a meeting, or by Unit Owners entitled to exercise at least twenty-five percent (25%) of the Association's voting power. Upon written request delivered either in person or by certified mail to the Association President or the Secretary by any Person(s) entitled to call a meeting of the Association, such officer shall cause to be given to the Unit Owners entitled thereto notice of a meeting in accordance with Section 4 (C) below. If such notice is not given within thirty (30) days after the receipt of such request, the Person(s) requesting the meeting may fix the time of the meeting and give notice thereof. No business other than that specified in the call and set forth in the notice shall be considered at any special meeting. The order of business at each special meeting shall be specified in the notice or agenda thereof.

(C) **Notice of Meetings.** Not less than seven (7) nor more than sixty (60) days before the day fixed for an Association meeting, written notice stating, the

time, place and purpose of such meeting shall be given by or at the direction of the Association Secretary or any other Person(s) required or permitted by these Bylaws to give such notice. The notice shall be given by personal delivery or by mail to each Unit Owner of record as of the day next preceding the day on which notice is given. If mailed, the notice shall be addressed to the Unit Owners at their respective addresses as they appear on the Association records. Notice of the time, place and purposes of any meeting of the Association's Unit Owners may be waived in writing, either before or after the holding of such meeting, by any Unit Owners of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Unit Owner at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him/her of notice of such meeting.

(D) Quorum; Adjournment. The Unit Owners who are entitled to exercise one-third (1/3) of the total voting power of the Association at any meeting and that are in good standing at the time of the meeting (as further defined in Bylaws Article III, Section 8(I)), present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Declaration or Bylaws to be authorized or taken by Unit owners entitled to exercise a designated proportion of the voting power may be authorized or taken by a lesser proportion. Unit Owners entitled to exercise a majority of the voting power represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time until a quorum shall be present; if any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

(E) Conduct and Order of Business. The Board may adopt Rules for the conduct of all Association meetings and the order of business at all Association Annual Meetings shall be as follows:

- (1) Calling of meeting to order;
- (2) Proof of notice of meeting or waiver of notice;
- (3) Reading of minutes of preceding meeting;
- (4) Reports of officers;
- (5) Reports of Committees;
- (6) Election of Inspectors of Election;
- (7) Election of Directors;
- (8) Unfinished and/or old business;
- (9) New Business; and
- (10) Adjournment.

(F) Minutes of the Meetings. Minutes shall be taken at all Association meetings. Copies of the approved minutes shall be available for inspection by Unit Owners upon reasonable request at the office of the Association, or as kept by the Secretary.

Section 5. Actions Without a Meeting. All actions, except removal of a Board member, which may be taken at a meeting of the Association, may be taken without a meeting with the approval of, and in writing or writings signed by, Unit Owners having the percentage of voting power required to take such action as if it had been taken at a meeting. Such writings shall be filed with the Secretary of the Association.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Board of Directors. The Board shall constitute for all purposes the Board of Directors referred to and provided for under Chapter 5311 of the Ohio Revised Code.

Section 2. Number and Qualification. The Board shall consist of five (5) Persons, as further provided for in Section 3 below, each of whom must be a Unit Owner or the spouse of a Unit Owner and an occupant of such Unit. If a Unit Owner is not an individual, that Unit Owner may nominate for the Board any principal, member of a limited liability company, partner, trustee, officer or current employee of that Unit Owner who occupies the Unit. No more than one Board member may, at any time, be the Unit Owner, spouse of a Unit Owner, Occupant or other representative of the same Unit.

Section 3. Election of Directors; Vacancies. The Board members shall be elected at each Association Annual Meeting but when the Annual Meeting is not held or Board members are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by written, secret ballot and conducted in the manner set forth in these Bylaws. Each Unit Owner may vote for as many candidates as there are vacancies in the Board however caused. Candidates receiving the votes of Unit Owners entitled to exercise the greatest number of votes, of those present in person or by absentee ballot, shall be elected to the Board. Unless elected to fill a Board vacancy, Board members shall be elected to serve two (2) year staggered terms, thereby maintaining a 3-2 rotation. The office of a Board member who resigns or who ceases to be qualified to serve as such shall automatically become vacant immediately thereupon. The remaining Board members, though less than a majority, may, by a vote of a majority of their number, fill any vacancy for the unexpired term.

Section 4. Term of Office; Resignations. Each Board member shall hold office until the expiration of his/her designated term and until his/her successor is elected, or until his/her earlier resignation, removal from office or death. Any Board member may resign at any time by oral statement to that effect made at a meeting of the Board or by a writing to that effect delivered to the Secretary of the Association; such resignation shall take effect immediately, or at such other time as the Board member may specify.

Section 5. Board Meetings.

(A) Organizational Meeting. Immediately after each Annual Meeting of the Association, or special meeting held in lieu thereof, the newly elected Board members and those Board members whose terms hold over, shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

(B) Regular Meetings. Regular meetings of the Board may be held at such times and places as shall be determined, from time to time, by a majority of the Board, but at least four (4) such meetings shall be held during each fiscal year.

(C) Special Meetings. Special meetings of the Board may be held at any time upon call by the President or a majority of the other Board members. Notice of the date, time, place and purpose(s) of each special meeting shall be given to each Board member by or at the direction of the Secretary or by the Person(s) calling such meeting. Such notice may be given in any manner or method as permitted by Ohio law and at such time so that the Board member receiving it may have a reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been proper if given to each Board member at least forty-eight (48) hours prior to the meeting. The giving of notice shall be deemed to have been waived by any Board member who attends and participates in such meeting and may be waived, in writing, or by telegram or electronic mail, by any Board member either before or after such meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organizational, regular or special meeting of the Board.

(D) Types of Meetings. Any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear (or simultaneously read if in electronic format, e.g. Internet chat room), participate and respond to every other Board member.

(E) Quorum; Adjournment. A majority of the Board shall constitute a quorum for the transaction of business, except that a majority of the Board members in office shall constitute a quorum for filling a vacancy on the Board. Whenever less than a quorum is present at the time and place appointed for any meeting of the Board, a majority of those present may adjourn the meeting from time to time until a quorum shall be present. At each meeting of the Board at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these Bylaws.

(F) Meeting Minutes. Minutes shall be taken at or for all meetings of the Board. Copies of the Board approved minutes, except for those taken during closed executive sessions, shall be available for inspection by Unit Owners, upon reasonable request, at the office of the Association, or as kept by the Secretary.

(G) Actions Without a Meeting. In lieu of conducting a meeting, the Board may take action with the unanimous written consent of the Board members, which written consent may be in electronic form, including by e-mail or similar mode of communication. Those written consents shall be filed with the minutes of the Board meetings.

Section 6. Removal of Board Members. Except as otherwise provided herein, the Board may remove any Board member and thereby create a vacancy in the Board, if by order of court he/she has been found to be of unsound mind, or if he/she files for bankruptcy or has been adjudicated bankrupt, or if he/she is physically incapacitated, or fails to attend three (3) consecutive meetings of the Board, or if his/her voting privileges as a Unit Owner are suspended due to a delinquency in the payment of any Assessment as provided for in these Bylaws. At any Association annual or special meeting duly called at which a quorum is present, any one or more of the Board members may be removed with or without cause by the vote of Unit Owners entitled to exercise at least seventy-five percent (75%) of the Association's total voting power, and a successor(s) to such Board member(s) so removed may be elected at the same meeting for the unexpired term for each such removed Board member. Any Board member, whose removal has been proposed, shall have an opportunity to speak and be heard at such meeting prior to the vote of his/her removal.

Section 7. Regulations. For the government of its actions, the Board of Directors may adopt regulations consistent with the Declaration and these Bylaws.

Section 8. Powers and Duties. Except as otherwise provided by law, the Declaration or the Bylaws, all power and authority of the Association shall be exercised by the Board of Directors. The Board of Directors shall be responsible for the maintenance, repair and replacement of the Common Elements. In carrying out the purposes of the Condominium Property and subject to the limitations prescribed by law, the Declaration or, these Bylaws, the Board of Directors, for and on behalf of the Association, may:

- (A) Subject to Article IX, Section 8 of these Bylaws, purchase or otherwise acquire, lease as lessee, hold, use, lease as lessor, sell, exchange, transfer, and dispose of property of any description or any interest therein;
- (B) acquire, encumber and convey or otherwise transfer personal property;
- (C) hold in the name of the Association any real property and personal property acquired in accordance with the Bylaws;
- (D) make contracts and incur liabilities relating to the operation of the condominium property;
- (E) obtain insurance;
- (F) borrow money, assign, without limitation, the Association's right to future income, including the right to receive Common Assessments, and issue, sell, or pledge notes, bonds, or other evidences of indebtedness of the Association as collateral for any monies borrowed, and execute related documents, provided that any such borrowing

shall be limited to the purpose of acquiring funds to be used for the management and insurance of the Condominium Property, for the maintenance, repair and/or replacement of the Condominium Property, and/or for such capital additions and improvements as may be approved by the Unit Owners in accordance with these Bylaws;

- (G) levy Assessments against Unit Owners;
- (H) commence, defend, intervene in, settle or compromise any civil, criminal or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board or the Condominium Property, or that involves two or more unit owners and relates to matters affecting the Condominium Property;
- (I) employ a Managing Agent to perform such duties and services as the Board may authorize, subject to the provisions of Article IX, Section 3 of the Declaration;
- (J) adopt and promulgate Rules, by written notice to the Unit Owners, as the Board deems advisable for the maintenance, conservation and beautification of the Condominium Property, and/or for the health, comfort, safety and general welfare of the Unit Owners and Occupants, and/or to govern the operation and use of the Condominium Property or any portion thereof, and/or to regulate the use or occupancy of Units, and/or regulate the maintenance, repair, replacement, modification, and appearance of Units and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Units, and to establish a procedure for levying and collecting reasonable enforcement Assessments for any infractions of the Rules, or any covenant, condition, restriction or responsibility of the Declaration or these Bylaws. In the event such Rules conflict with any provisions of the Declaration or these Bylaws, the provisions of the Declaration and these Bylaws shall govern;
- (K) impose interest and late charges for the late payment of Assessments; impose returned check charges; and, pursuant to the requirements of the Declaration and Ohio law, impose reasonable enforcement Assessments for violations of the Declaration, the Bylaws, and the Rules, and reasonable charges for damage to the Common Elements or other property
- (L) adopt and amend Rules that regulate the collection of delinquent Assessments and the application of payments of delinquent Assessments;
- (M) establish, in the Board's sole determination, standards and/or procedures for the suspension of the voting privileges and use of recreational facilities of any Unit Owner who is at least thirty (30) days delinquent in the payment of any Assessment from the date originally due, which standards or procedures may include guidelines for automatic suspension of such voting and use privileges;
- (N) impose and collect fees or other charges for the issuance of pool passes or parking passes and for the use, rental or operation of the Common Elements or for services provided to Unit Owners;

- (O) to designate two (2) members of the Board of Directors to serve on the Board of Trustees of The Woodhawk Club Home Owners Association, Inc. pursuant to the Declaration of Covenants, Restrictions and Easements ("Home Owners Declaration") referred to in Article XII(C) of the Declaration;
- (P) to enforce the provisions of the Home Owners Declaration as the same affects the Common Elements within the Condominium Development;
- (Q) impose reasonable charges for preparing, recording, or copying amendments to the declaration, resale certificates, or statements of unpaid assessments;
- (R) hire and fire attorneys, accountants and other independent contractors and employees that the Board determines are necessary or desirable in the management of the Condominium Property and the Association;
- (S) invest excess funds in investments that meet standards for fiduciary investments under Ohio law; and
- (T) do all things permitted by law, including, without limitation, permitted by Chapter 5311, and exercise all power and authority within the purposes stated in the Declaration or incidental thereto.

Section 9. Committees. The Board of Directors may, by resolution, provide for such standing or special committees as it deems desirable, and discontinue the same at its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the Board of Directors. Each such committee shall keep full records and accounts of its proceedings and transactions. All action by any such committee shall be reported to the Board of Directors at its meeting next succeeding such action and shall be subject to control, revision, and alteration by the Board of Directors; provided that no rights of third Persons shall be prejudicially affected thereby. Each such committee shall fix its own Rules of procedure and shall meet as provided by such Rules or by resolutions of the Board of Directors, and it shall also meet at the call of the President of the Association or of any two members of the committee. Unless, otherwise provided by such Rules or by such resolutions, the provisions of Section 5(C) of this Article III relating to the notice required to be given of meetings of the Board of Directors shall also apply to meetings of each such committee. A majority of the committee shall be necessary to constitute a quorum. Vacancies in such committees shall be filled by the Board of Directors or as it may provide.

Section 10. Fidelity Coverage. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds or dishonesty insurance. The premiums on such bonds shall be paid by the Association and shall be a Common Expense.

Section 11. Compensation. Any Person serving as a Board member shall not receive any salary or compensation for any work or services rendered to or on behalf of the Association during the time such Person serves on the Board; provided that nothing herein contained shall be construed to preclude any Board member from receiving reimbursement

for expenses reasonably incurred on the Association's behalf, as approved and permitted by a majority of the other Board members.

ARTICLE IV

OFFICERS

Section 1. Election and Designation of Officers. The Board of Directors shall elect a President, a Vice President, Secretary and a Treasurer, each of whom shall be a member of the Board of Directors. The Board of Directors from time to time may also create such offices and appoint such other officers and assistant officers as in its judgment may be necessary who are not members of the Board of Directors but who are members of the Association. Any two (2) of such offices, other than that of President and Vice President, may be held by the same Person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

Section 2. Term of Office. The officers of the Association shall hold office during the pleasure of the Board of Directors, and unless sooner removed by the Board of Directors, until the organization meeting of the Board of Directors following the date of their election and until their successors are chosen and qualified. The Board of Directors may remove any officer at any time, with or without cause, by a majority vote of the Directors then in office. A vacancy in any office, however created, may be filled by the Board of Directors.

Section 3. No Compensation to Officers. None of the officers of the Association shall receive compensation for his/her services as such.

ARTICLE V

DUTIES OF OFFICERS

Section 1. President. The President shall be chief officer of the Association and shall exercise general executive supervision over the business and affairs of the Association and over its several officers, subject, however, to the control of the Board of Directors. He/She shall preside at all meetings of members of the Association and shall also preside at meetings of the Board of Directors. He/She may execute all authorized deeds, contracts and other obligations of the Association and shall have all the powers and duties prescribed by Chapter 5311 of the Ohio Revised Code; he/she shall also have such other authority and shall perform such other duties as the Board of Directors may from time to time assign to him/her or otherwise provided for in the Declaration or in these Bylaws.

Section 2. Vice President. The Vice President shall perform such duties as are conferred upon him/her by these Bylaws or as may from time to time be assigned to him/her by the Board of Directors or the President. At the request of the President, or in

his/her absence or disability, the Vice President shall perform all the duties of the President, and when so acting shall have all the power of the President with like authority of the President.

Section 3. Secretary. The Secretary shall keep minutes of all the proceedings of the members of the Association and of the Board of Directors and shall make proper record of the same, which shall be attested by him/her; shall have authority to execute all deeds, contracts and other obligations of the Association requiring his/her signature; keep such books as may be required by the Board of Directors; and perform such other further duties as may from time to time be assigned to him/her by the Board of Directors.

Section 4. Treasurer. The Treasurer shall have general supervision of all finances; he/she shall receive and have charge of all money, bills, notes, documents and similar property belonging to the Association, and shall do with the same as may from time to time be required by the Board of Directors. He/She shall keep or cause to be kept adequate and correct accounts of the business transactions of the Association, including accounts of its assets, liabilities, receipts, expenditures, profits and losses, together with such other accounts as may be required, and hold the same open for the inspection and examination of the Board of Directors, and upon the expiration of his/her term of office, shall turn over to his/her successor or to the Board of Directors all property, books, documents and money of the Association in his/her hands; and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors.

Section 5. Assistant and Subordinate Officers. The Board of Directors may appoint such assistant and subordinate officers as it may deem desirable. Each such officers shall hold office during the pleasure of the Board of Directors, and perform such duties as the Board of Directors may prescribe. The Board of Directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation, if any.

Section 6. Delegation of Authority and Duties. In the absence of any officer of the Association, or for any other reason as the Board may desire, the Board may delegate the powers or duties, or any of them, of such officers as set forth in this Article V, to any other officer or to any Board member or the Association's managing agent, lawyer, accountant, or such other professional as the Board so decides. In addition, the Board is generally authorized to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

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ARTICLE VI

INDEMNIFICATION

Section 1. In General. The Association shall indemnify any Board member or officer of the Association or any former Board member or officer of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he/she is or may be made a party by reason of being or having been such Board member or officer of the Association, provided it is determined in the manner hereinafter set forth that (a) such Board member or officer of the Association was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association, (b) such Board member acted in good faith in what he/she reasonably believed to be in or not opposed to the best interest of the Association, (c) in any criminal action, suit or proceeding, such Board member had no reasonable cause to believe that his/her conduct was unlawful, and (d) in case of settlement, the amount paid in the settlement was reasonable.

The determinations herein required shall be made by written opinion of independent legal counsel chosen by the Board. Notwithstanding the opinion of legal counsel, to the extent that a Board member or officer has been successful in defense of any action, suit or proceeding, or in the defense of any claim, issue or matter, he/she shall, in that event, be indemnified as set forth above herein.

Section 2. Advance of Expenses. Funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding, shall be advanced by the Association prior to the final disposition thereof upon receipt of a request to pay such amounts.

Section 3. Indemnification Not Exclusive; Insurance. The indemnification provided for in this Article VI shall not be exclusive, but shall be in addition to any other rights to which any Person may be entitled under the Articles of Incorporation, any agreement, any insurance provided by the Association, Ohio State laws, including the provisions of Section 1702.12(e) of the Ohio Revised Code and its successor statutes, or otherwise. The Association shall purchase and maintain insurance on behalf of any Person who is or was a Board member or officer of the Association against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Board member or officer of the Association.

Section 4. Indemnification by Unit Owners. The Board members and officers of the Association shall not be personally liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify, defend and hold harmless each of the Board members and officers of the Association against all contractual liabilities to third parties arising out of contracts made on behalf of the Association except with respect to any such

contracts made in bad faith or intentionally contrary to the provisions of the Declaration or these Bylaws. Every agreement made by any Board member or officer of the Association shall provide that such Board member or officer of the Association is acting only as a representative of the Association and shall have no personal liability thereunder (except as a Unit Owner).

Section 5. Cost of Indemnification. Any sum paid or advanced by the Association under this Article VI shall constitute a Common Expense. The Board shall have the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Article VI; provided, however, that the liability of any Unit Owner arising out of the contract made by the Board, any Board member or officer of the Association, or out of the aforesaid indemnity in favor of such Board member or officer of the Association, shall be limited to such proportion of the total liability hereunder as said Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements.

ARTICLE VII

FISCAL YEAR

The fiscal year of the Association shall end on the thirty-first (31st) day of December in each year, or on such other day as may be fixed from time to time by the Board of Directors.

ARTICLE VIII

ASSESSMENTS

Section 1. Determination of Assessments. The Board shall fix and determine from time to time the sum or sums necessary and adequate for the Common Expenses of the Condominium Property. Common Expenses shall include expenses for the operation, insurance, maintenance, repair or replacement of the Common Elements, and such other parts of the Condominium Property as provided for in the Declaration, the carrying out of the powers and duties of the Association, the items enumerated in Article III, Section 8 above, and any other expenses designated from time to time by the Board as Common Expenses. The Board is specifically empowered on behalf of the Association to prepare, establish and approve the annual operating budgets and enforce the collection of the Common Assessments; and to maintain, repair and replace the Common Elements.

Section 2. Notice of Assessments. Within thirty (30) days after the Board has determined the amount of any Assessment, a notice of the Assessment shall be mailed or presented to each of the affected Unit Owners. All Assessments shall be payable to the Association and, upon request, the Association shall give a receipt for each payment made. Common Assessments shall be levied against Unit Owners as herein provided in an amount no less than required to provide funds in advance for payment of all anticipated

current Common Expenses and for all of the unpaid Common Expenses previously incurred.

Section 3. Obligation to Pay Assessments. Each Unit Owner shall pay his/her proportionate share of the Common Expenses as assessed against the Unit Owners, the share of each to be in the same ratio as his/her percentage of Ownership Interest as set forth in the Declaration. Payment of any other Assessment shall be made in such amounts and at such times as the Board may determine. The obligation to pay any Assessment is a separate and independent covenant on the part of each Unit Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under the Declaration or these Bylaws, or for inconvenience, discomfort or dislocation arising from the making of repairs or improvements that are the responsibility of the Association or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 4. Preparation of Budget, Assessments. The Board shall, on or before December 15 of each year, prepare a budget which shall be based on its estimate of the total amount (the "estimated cash requirement") that will be required during the ensuing calendar year to pay the Common Expenses, including a reasonable reserve for contingencies and replacements. On or before December 21 of each year, the Board shall notify each Unit Owner in writing as to the amount of the estimated cash requirement together with a reasonable itemization thereof. Promptly thereafter the aggregate amount of the estimated cash requirement shall become an Assessment against the Unit Owners, with the share of Assessment against each Unit Owner to be his/her proportionate share thereof in accordance with each Unit Owner's percentage of Ownership Interest as set forth in the Declaration. Such Assessment shall be due and payable by each Unit Owner commencing on January 1st and on the first day of each succeeding calendar month of such ensuing year in monthly installments (that may or may not be equal) as stipulated by the Board. If the amount of such estimated cash requirement proves to be inadequate for any reason, including non-payment of any Unit Owner's Assessment, the Board may assess the deficiency against the respective Unit Owners according to each Unit Owner's percentage of Ownership Interest and in such case the Board shall give written notice of such additional Assessment to all Unit Owners indicating the reasons therefore, the amounts payable by each, and the adjusted monthly amounts reflecting such additional Assessment thereafter payable by each Unit Owner. On or before the date of the Annual Meeting of each calendar year, the Association shall supply to all Unit Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. If, at any time, the Board determines that the Association has collected a Common Surplus at the end of any Fiscal year, such amount shall, at the Board's sole discretion, be either credited promptly after the same has been determined according to each Unit Owner's percentage of Ownership Interest to the monthly installments next due from Unit Owners under the current year's Assessment until exhausted or applied toward reserves. Any and all interest earned on any reserves, savings, Assessments or other fees or monies held by the

Association shall be first charged against such Association expenses as the Board determines is in the Association's best interest, and then to such other purposes as the Board so determines.

Section 5. Reserve for Contingencies and Replacements. The Board, on the Association's behalf and in the exercise of its sole business judgment shall build up and maintain a reasonable reserve for contingencies and to finance the cost of major repair or replacement of the components of the Common Elements. The reserve may be funded by the portion of the monthly Assessment earmarked in the budget for the reserve, provided that the amount set aside annually for reserves shall not be less than ten percent (10%) of the budget for that year unless the reserve requirement is waived annually by the Unit Owners exercising not less than a majority of the Association's voting power. Any interest earned on the reserve fund accounts shall be accumulated in the reserve account. Extraordinary expenditures not originally included in the cash requirement, which may be necessary for the year, may, at the Board's discretion, be charged first against such reserve or paid for, in whole or in part, by a special Assessment. Upon the sale of a Unit by any Unit Owner, such Unit Owner shall have no right to any portion of the funds in the reserve account; nor shall any such Unit Owner have any claim against the Association with respect thereto.

Section 6. Failure to Prepare Annual Budget or Make Current Assessments. The failure or delay of the Board in the preparation of any budget or in the giving of notice thereof to Unit Owners, or any delay in the making of Assessments against Unit Owners, or any of them, shall not constitute a waiver or release in any manner of such Unit Owner to pay his/her proportionate share of the Common Expenses, including reserves, whenever the same shall be determined and assessed. In the absence of any annual estimate of Common Expenses, including required reserves, or of any budget or Assessments based thereon, Unit Owners shall continue to pay the monthly Assessments at the existing monthly rate established for each Unit Owner then in effect, until the first monthly maintenance payment becomes due, pursuant to a new Assessment covering the current period duly made by the Board in the manner above provided in Section 4 of this Article VIII.

Section 7. Books and Records of Association. The Association shall keep full and correct books and records of account that specify the receipts and expenditures relating to the Common Elements and other common receipts and expenses, records showing the allocation, distribution and collection of the Common Profits, losses and Expenses among and from the Unit Owners, minutes of the Association and Board meetings, and records of names and addresses of the Unit Owners and their respective undivided interest in the Common Elements (the "Association's records"). The Board may adopt Regulations establishing reasonable standards for the examination and copying of the Association's records, which may include, without limitation, standards and limitations governing the type of documents that are subject to examination and/or copying, limitations on the use and distribution of such records, the times and locations at which the documents may be examined or copied, and a reasonable fee for the examination and/or copying of the documents. In the absence of any Board Regulations, any Unit Owner or his/her Mortgagee, or by any representative of a Unit Owner duly authorized, in writing, may, for reasonable purposes, during normal business hours and following a reasonable, prior

written request to the Board, examine or copy the Association's records, subject to a reasonable fee and the provisions of Chapter 5311. Within ten (10) days of a written request to the Board and upon payment of a reasonable fee, any Unit Owner shall be furnished a statement of his/her account setting forth the amount of any unpaid Assessments or other charges due and owing from such Unit Owner.

Section 8. Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and, except for such special Assessments as may be levied against less than all of the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid Assessments, shall be deemed to be held for the use, benefit and account of all of the Unit Owners in proportion to each Unit Owner's percentage of Ownership Interest in the Common Elements as provided in the Declaration. All sums collected by the Association from Assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board. All Assessment payments by a Unit Owner shall be applied as provided herein and in the Declaration.

Section 9. Annual Review. The books of the Association shall be reviewed once a year by the Board. In addition, at any time, upon the request of a majority of the Board members or of Unit Owners holding one-third or more of the Association's total voting power, the Board shall cause a review or an audit of the books of the Association to be made by a Certified Public Accountant; any such audit shall be at the expense of the Association.

ARTICLE IX

GENERAL POWERS OF THE ASSOCIATION

Section 1. Payments As Common Expenses. The Association, for the benefit of all the Unit Owners, shall acquire and shall pay for out of the Association's funds all Common Expenses arising with respect to, or in connection with, the Condominium Property, including, without limitation, the following:

(A) **Utilities and Related Facilities.** The cost of water, waste removal, electricity, gas, telephone, cable television, heat, power or any other utility service for the Common Elements, excluding the Limited Common Elements. The Board may, in addition, elect to include and pay, from time to time, as Common Expenses or as an "other charge" any or all utility services, including water, sanitary sewer, waste removal, garbage collection and disposal, electricity, gas and other power or energy, and telephone, television, satellite, internet and other communication services furnished to the Units or consumed by the Occupants of the Units. The Board may, at its discretion, permit individual Unit Owners to remain partially or fully responsible for the direct payment of such utility service expense. The Board may also discontinue payments of such utility service at any time, in which case each Unit Owner shall be responsible for direct payment of his/her share of such expense as shall be determined by the Board. The Board has the further right and authority to set standards as to the reasonable amount of use of any utility service assessed as

a Common Expense or "other charge," which may be applied equally to all Unit Owners or on each Unit Owner's percentage of Ownership Interest, and to then levy additional Assessments against any Unit Owner to reimburse the Association for excessive use of any utility service by such Unit Owner in such amounts as the Board shall determine;

(B) Casualty Insurance. Premiums upon a policy(ies) of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually;

(C) Liability Insurance. Premiums upon a policy(ies) insuring the Association, the Board members, the manager or managing agent, and the Unit Owners and Occupants against any liability to the public or to the Unit Owners, their tenants, invitees and licensees, incident to the Unit Ownership and/or use of the Common Elements, as provided in the Declaration, the limits of which policy(ies) shall be reviewed annually;

(D) Other Insurance. Premiums for other insurance, including fidelity bonds or insurance, effected in accordance with the provisions of the Declaration or these Bylaws;

(E) Workers' Compensation. The costs of workers' compensation insurance to the extent necessary to comply with any applicable laws;

(F) Wages and Fees for Services. The wages and fees for services of any Person or firm employed by the Association, including, without limitation, the services of a Person or firm to act as a manager or managing agent for the Condominium Property, the services of any Person(s) required for the maintenance or operation of the Condominium Property, and legal and/or accounting services necessary or proper in the operation of the Condominium Property or the enforcement or interpretation of the Declaration, these Bylaws, and Rules and for the organization, operation and enforcement of the rights of the Association;

(G) Care of Condominium Property. The cost of landscaping, gardening, snow removal, painting, cleaning, tuck-pointing, maintenance, decorating, repair and replacements of the Condominium Property that the Association is responsible for as provided for in the Declaration and such furnishings and equipment for such portions of the Condominium Property, all as the Board determines are reasonably necessary and proper, and the Board, on behalf of the Association, shall have the exclusive right and duty to acquire the same for such portions of the Condominium Property;

(H) Certain Maintenance of Units/Limited Common Elements. In addition to the provisions and requirements contained in the Declaration, the cost of the maintenance, repair or replacement of any Unit, item of Unit Owner responsibility, or Limited Common Elements for which the Unit Owner is responsible as defined in

the Declaration, if such maintenance, repair or replacement is necessary, in the Board's sole discretion, for safety, aesthetics, uniformity or to protect the Common Elements, or any other portion of the Building(s) or any other Unit, and the Unit Owner of such Unit or Limited Common Element having the exclusive right to use such has failed or refused to perform such maintenance, repair or replacement within a reasonable amount of time, as determined by the Board, after written notice of the necessity thereof has been delivered or mailed to such Unit Owner; provided that the Board shall levy a special Assessment against such Unit Owner for the cost of such maintenance, repair or replacement;

(I) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance which may, in the opinion of the Association, constitute a lien against the Condominium Property or any part thereof and which arose by virtue of the Board's authorization or direction. Where one or more Unit Owners are responsible for the existence of such lien or for the work or labor authorized or directed by the Board, the Association may pay or otherwise discharge the lien, but the responsible Unit Owner(s) shall be jointly and severally liable for the costs and expenses of discharging it, and any costs and expenses incurred by the Association by reason of said lien or liens shall be specially assessed to said Unit Owners; and

(J) Additional Expenses. The cost and expense of any other materials, supplies, furniture, equipment, labor, services, maintenance, repairs, structural alterations, insurance or Assessments which the Association is required or permitted to secure or pay for pursuant to the terms of the Declaration and these Bylaws or by law or which, in the Board's opinion, are necessary or proper for the maintenance and operation of the Condominium Property as a first class Condominium Property or for the enforcement or interpretation of the Declaration, these Bylaws, or the Rules.

Section 2. Capital Additions, Alterations and Improvements. Notwithstanding anything in these Bylaws or in the Declaration that authorizes expenditures, no single expenditure shall be made by the Board for any additions, alterations, or improvements (as distinguished from maintenance, repair or replacement) of the Common Elements, or for the purchase or lease of any Unit by the Association, exceeding in total cost five percent (5%) of that fiscal year's annual budget, nor shall annual expenditures aggregating in excess of seven percent (7%) of that year's annual budget be made, in any twelve (12) month period without, in each case, having the prior approval of the Unit Owners entitled to exercise at least a majority of the Association's total voting power. If such approval is obtained, the Board shall proceed with such additions, alterations or improvements and may assess all Unit Owners for the cost thereof as a Common Expense. The limitations on expenditures by the Association contained in this Section 2 shall, in no event, apply to repair or replacement of the Condominium Property due to casualty loss, to emergency repairs immediately necessary for the preservation and safety of the Condominium Property, to maintain compliance with any applicable local, state or federal codes, ordinances, laws, Rules or regulations, or to avoid suspension of any necessary services for the safety of Persons. Any single capital addition, alteration or improvement costing 5% or

less of that fiscal year's annual budget or aggregating 7% or less of that year's annual budget may be made by the Board of Directors without approval of the Unit Owners, and the cost thereof shall constitute a part of the Common Expenses.

Section 3. Special Services. The Board may arrange for the provision of any special services and facilities for the benefit of such Unit Owners and/or Occupant as may desire to pay for same, including, without limitation, cleaning, maintenance, repair and replacement of Units, or installations therein, and provision of other special services, or recreational, educational, medical or maintenance facilities and any concessions. Cost and fees for any such special services and facilities shall be determined by the Board and may be charged directly to participating Unit Owners or Occupants, or paid from the maintenance fund and levied as a special Assessment against such participating Unit Owners or Occupants. The services and facilities may be furnished on a concession basis or other basis pursuant to which a contractee or licensee pays a fee to the Association for the right to maintain certain facilities upon the Common Areas Elements and charge the users thereof a fee for their use. User charges may be billed separately to each Unit Owner benefited thereby, or may be added to such Unit Owner's share of the Common Expenses, or as otherwise determined, and collected as a part thereof. Nothing herein shall require the establishment of user charges pursuant to this Section 4 and the Board may elect to treat all or any portion thereof as Common Expenses. In the event any special services and facilities create a surplus, these funds shall be added to the maintenance or reserve funds as the Board so determines.

Section 4. Association's Rights to Enter Units. The Association, through its duly authorized agent(s), may enter any Unit or portion of the Limited Common Elements, when necessary, in connection with any construction, maintenance, repair or replacement for which the Association is responsible or for inspection of the same. The Association or its agent(s) may likewise enter any patio or balcony for the purposes of construction, maintenance, repair or painting. Except in the event of an emergency, the Association shall, to the extent reasonably possible, provide the Unit Owner with prior written notice of any intended entry into the Unit, including the reason(s) therefor. If prior notice is not possible in any given situation, whether due to an emergency or other circumstance(s), the Association shall either send by U.S. regular mail or post on the Unit door, a notice to the Unit Owner to advise of the date, time and purpose for which entry was made. Any damage to the Unit Owner's personal property or the Unit as it existed at time the Condominium Property was originally established that arises during the Association's entry into the Unit or during the performance of the needed maintenance, repair and replacement work shall be repaired by the Association to the extent of its depreciated value and the cost thereof paid from the Association's insurance proceeds or charged as a Common Expense unless the Unit Owner has failed or refused to provide a pass key upon request from the Association. In no event shall the Association be responsible for any damage to, or the cost to remove or relocate any betterments or improvements to any Unit or Limited Common Elements, including, without limitation, any balcony or patio enclosure or safety or night latches or other security devices, made to the Unit by any current or past Unit Owner.

Section 5. No Active Business to be Conducted for Profit. Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Unit Owners or any of them; but this shall not preclude the Association from entering into contracts, licenses, concession agreements and the like affecting parts or uses of the Common Elements which result in the production of income for the Association or from making arrangements of the types described in Section 3 of this Article IX.

Section 6. Applicable Laws. The Association shall be subject to and governed by the provisions of any statute adopted at any time and applicable to property submitted to the Condominium form of Unit Ownership, including, without limitation, Chapter 5311. In the event of any conflict or inconsistency between the provisions of the Declaration and the Bylaws of the Association, the terms and provisions of the Declaration shall prevail, and the Unit Owners and all Persons claiming under them covenant to vote in favor of such amendments to the Bylaws as will remove such conflicts or inconsistencies.

Section 7. Insured Contractors. For any work or services to be performed on the Condominium Property, the Association shall only retain and contract with contractors, Persons, firms and other entities that maintain and keep workers' compensation and liability insurance in such minimum amounts as required by the State of Ohio and the Board.

Section 8. Acquisition, Lease, Sale or Exchange of Real Property. Whenever the Board determines to acquire, lease, sell or exchange real property or any interest therein located outside of the Condominium Property, the Board shall submit such acquisition, lease or exchange to a vote of the Unit Owners and, upon the affirmative vote of the Unit Owners entitled to exercise not less than seventy-five percent (75%) of the Association's total voting power, the Board may proceed with such acquisition, lease, sale or exchange, in the name of the Association and on behalf of all Unit Owners, and the costs and expenses incident thereto shall constitute part of the Common Expenses.

Section 9. Utility Contracts. In addition to the authority provided for in Article IX, Section 1(A) of these Bylaws, the Board, on behalf of the Association and the Unit Owners, individually and collectively, may negotiate and enter into contracts or other agreements with any utility service provider to provide for such services and service rates as the Board determines is in the best interest of the Association and/or Unit Owners as a whole, whether or not such services are included and/or paid for as a Common Expense or paid directly by the Unit Owners.

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ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 2. Agreements Binding. All agreements and determinations lawfully made by the Association, through the Board, in accordance with the procedure established in the Declaration and these Bylaws shall be deemed to be binding on all Unit Owners, their successors, heirs and assigns.

Section 3. Mortgagees. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by the Declaration or these Bylaws to be given to the Unit Owner whose Unit is subject to such mortgage or trust deed. Any Mortgagee may, from time to time, request in writing a written statement from the Board setting forth any and all unpaid Assessments due and owing from its mortgagor Unit Owner with respect to the Unit subject to the lien of its mortgage and such request shall be complied with within twenty (20) days from receipt thereof.

Section 4. Severability. The invalidity of any covenant, restriction, condition, limitation, or any other provision of these Bylaws, or of any part of same, shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 5. Amendments. These Bylaws may be amended as set forth in Article XV of the Declaration.

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EXHIBIT C

The Woodhawk Club Condominium Property was developed in and is comprised of 11 phases. The legal description for the Condominium Property is therefore comprised of 11 legal descriptions attached to the Original Declarations and the first ten amendments thereto filed by Declarant. Such legal descriptions are hereby incorporated into and made a part of this Exhibit C to the Amended and Restated Declaration by reference only. The legal descriptions that are so incorporated are filed for record as follows:

1. Exhibit 2 of the Original Declaration of Condominium Ownership filed on or about March 4, 1982 at Cuyahoga County records Volume 15622, Page 65 et seq.
2. Exhibit 2 of the First Amendment recorded July 25, 1983 with the Cuyahoga County Recorder in Volume 213, Pages 669 et. seq.
3. Exhibit 2 of the Second Amendment recorded October 3, 1984 with the Cuyahoga County Recorder in Volume 84-4639, Pages 58 et. seq.
4. Exhibit 1 of the Third Amendment recorded July 15, 1985 with the Cuyahoga County Recorder in Volume 85-3981, Pages 52 et. seq.
5. Exhibit 1 of the Fourth Amendment recorded October 1, 1985 with the Cuyahoga County Recorder in Volume 85-5542, Pages 18 et. seq.
6. Exhibit 1 of the Fifth Amendment recorded November 4, 1985 with the Cuyahoga County Recorder in Volume 85-6206, Pages 59 et. seq.
7. Exhibit 1 of the Sixth Amendment recorded December 6, 1985 with the Cuyahoga County Recorder in Volume 85-6830, Pages 61 et. seq.
8. Exhibit 1 of the Seventh Amendment recorded January 23, 1986 with the Cuyahoga County Recorder in Volume 86-0320, Pages 57 et. seq.
9. Exhibit 1 of the Eighth Amendment recorded November 19, 1986 with the Cuyahoga County Recorder in Volume 86-7548, Pages 23 et. seq.
10. Exhibit 1 of the Ninth Amendment recorded April 16, 1987 with the Cuyahoga County Recorder in Volume 87-2361, Pages 39 et. seq.
11. Exhibit 1 of the Tenth Amendment recorded July 20, 1987 with the Cuyahoga County Recorder in Volume 87-4828, Pages 50 et. seq.

EXHIBIT D

PERCENTAGES OF OWNERSHIP INTEREST

ELEVATOR BUILDINGS

<u>BUILDING ADDRESS</u>	<u>PHASE NO.</u>	<u>UNIT NO. AND MODEL TYPE</u>	<u>FLOOR</u>	<u>PERCENTAGE OF INTEREST IN COMMON ELEMENTS AND PERCENTAGE INTEREST IN COMMON EXPENSES, COMMON ASSESSMENTS, COMMON SURPLUS, COMMON PROFITS AND COMMON LOSSES</u>
100 Fox Hollow Drive	2	201-A	First	.374308%
	2	301-A	Second	.374308%
	2	401-A	Third	.374308%
	2	202-C-1	First	.480992%
	2	302-C-1	Second	.480992%
	2	402-C-1	Third	.480992%
	2	203-C-1	First	.480992%
	2	303-C-1	Second	.480992%
	2	403-C-1	Third	.480992%
	2	204-B	First	.408218%
	2	304-B	Second	.408218%
	2	404-B	Third	.408218%
	2	205-A	First	.374308%
	2	305-A	Second	.374308%
	2	405-A	Third	.374308%
	2	206-C-1	First	.480992%
	2	306-C-1	Second	.480992%
	2	406-C-1	Third	.480992%
	2	207-C-1	First	.480992%
	2	307-C-1	Second	.480992%
	2	407-C-1	Third	.480992%

PERCENTAGE OF
 INTEREST IN COMMON
 ELEMENTS AND
 PERCENTAGE INTEREST
 IN COMMON EXPENSES,
 COMMON ASSESSMENTS,
 COMMON SURPLUS,
 COMMON PROFITS AND
 COMMON LOSSES

<u>BUILDING ADDRESS</u>	<u>PHASE NO.</u>	<u>UNIT NO. AND MODEL TYPE</u>	<u>FLOOR</u>	
100 Fox Hollow Drive	2	208-B	First	.408218%
	2	308-B	Second	.408218%
	2	408-B	Third	.408218%
120 Fox Hollow Drive	1	201-A	First	.374308%
	1	301-A	Second	.374308%
	1	401-A	Third	.374308%
	1	202-C	First	.466646%
	1	302-C	Second	.466646%
	1	402-C	Third	.466646%
	1	203-C	First	.466646%
	1	303-C	Second	.466646%
	1	403-C	Third	.466646%
	1	204-B	First	.408218%
	1	304-B	Second	.408218%
	1	404-B	Third	.408218%
	1	205-A	First	.374308%
	1	305-A	Second	.374308%
	1	405-A	Third	.374308%
1	206-C	First	.466646%	
1	306-C	Second	.466646%	
1	406-C	Third	.466646%	
1	207-C	First	.466646%	
1	307-C	Second	.466646%	
1	407-C	Third	.466646%	
1	208-B	First	.408218%	
1	308-B	Second	.408218%	
1	408-B	Third	.408218%	

PERCENTAGE OF
INTEREST IN COMMON
ELEMENTS AND
PERCENTAGE INTEREST
IN COMMON EXPENSES,
COMMON ASSESSMENTS,
COMMON SURPLUS,
COMMON PROFITS AND
COMMON LOSSES

<u>BUILDING ADDRESS</u>	<u>PHASE NO.</u>	<u>UNIT NO. AND MODEL TYPE</u>	<u>FLOOR</u>		
140 Fox Hollow Drive	1	201-A	First	.374308%	
	1	301-A	Second	.374308%	
	1	401-A	Third	.374308%	
	1	202-C	First	.466646%	
	1	302-C	Second	.466646%	
	1	402-C	Third	.466646%	
	1	203-C	First	.466646%	
	1	303-C	Second	.466646%	
	1	403-C	Third	.466646%	
	1	204-B	First	.408218%	
	1	304-B	Second	.408218%	
	1	404-B	Third	.408218%	
	1	205-A	First	.374308%	
	1	305-A	Second	.374308%	
	1	405-A	Third	.374308%	
	1	206-C	First	.466646%	
	1	306-C	Second	.466646%	
	1	406-C	Third	.466646%	
	1	207-C	First	.466646%	
	1	307-C	Second	.466646%	
	1	407-C	Third	.466646%	
	1	208-B	First	.408218%	
	1	308-B	Second	.408218%	
	1	408-B	Third	.408218%	
	160 Fox Hollow Drive	7	201-A-1	First	.386829%
		7	301-A-1	Second	.386829%
		8	401-A-1	Third	.386829%
8		501-A-1	Fourth	.386829%	

PERCENTAGE OF
INTEREST IN COMMON
ELEMENTS AND
PERCENTAGE INTEREST
IN COMMON EXPENSES,
COMMON ASSESSMENTS,
COMMON SURPLUS,
COMMON PROFITS AND
COMMON LOSSES

<u>BUILDING ADDRESS</u>	<u>PHASE NO.</u>	<u>UNIT NO. AND MODEL TYPE</u>	<u>FLOOR</u>	
160 Fox Hollow Drive	7	202-C-1	First	.480992%
	7	302-C-1	Second	.480992%
	8	402-C-1	Third	.480992%
	8	502-C-1	Fourth	.480992%
	7	203-C	First	.478123%
	7	303-C	Second	.478123%
	8	403-C	Third	.478123%
	8	503-C	Fourth	.478123%
	7	204-B	First	.404566%
	7	304-B	Second	.404566%
	8	404-B	Third	.404566%
	8	504-B	Fourth	.404566%
	7	205-B	First	.404566%
	7	305-B	Second	.404566%
	8	405-B	Third	.404566%
	8	505-B	Fourth	.404566%
	7	206-D	First	.332573%
	7	306-D	Second	.332573%
	8	406-D	Third	.332573%
	8	506-D	Fourth	.332573%
	7	207-D	First	.332573%
	7	307-D	Second	.332573%
	8	407-D	Third	.332573%
	8	507-D	Fourth	.332573%
	7	208-A-1	First	.386829%
	7	308-A-1	Second	.386829%
	8	408-A-1	Third	.386829%
	8	508-A-1	Fourth	.386829%

PERCENTAGES OF OWNERSHIP INTEREST

TOWNHOME BUILDINGS

<u>BUILDING NO.</u>	<u>PHASE NO.</u>	<u>UNIT NO. AND FOX HOLLOW COURT ADDRESS</u>	<u>UNIT TYPE</u>	<u>PERCENTAGE OF INTEREST IN COMMON ELEMENTS AND PERCENTAGE INTEREST IN COMMON EXPENSES, COMMON ASSESSMENTS, COMMON SURPLUS, COMMON PROFITS AND COMMON LOSSES</u>
T-1	3	101	T-C	.528727%
	3	103	T-B	.455169%
	3	105	T-B	.455169%
	3	107	T-C	.528727%
T-2	3	109	T-C-1	.535248%
	3	111	T-B	.455169%
	3	113	T-B	.455169%
	3	115	T-C	.528727%
T-3	3	117	T-C-3	.589242%
	3	119	T-B	.455169%
	3	121	T-A	.419173%
	3	123	T-A	.419173%
	3	125	T-B	.455169%
	3	127	T-C-4	.634628%
T-4	3	129	T-C-1	.535248%
	3	131	T-B	.455169%
	3	133	T-A	.419173%
	3	135	T-A	.419173%
	3	137	T-B	.455169%
	3	139	T-C-4	.634628%
T-5	4	140	T-C	.528727%
	4	142	T-B	.455169%
	4	144	T-B	.455169%
	4	146	T-C	.528727%
T-6	4	152	T-C	.528727%
	4	156	T-C	.528727%

PERCENTAGE OF
INTEREST IN COMMON
ELEMENTS AND
PERCENTAGE INTEREST
IN COMMON EXPENSES,
COMMON
ASSESSMENTS,
COMMON SURPLUS,
COMMON PROFITS AND
COMMON LOSSES

<u>BUILDING NO.</u>	<u>PHASE NO.</u>	<u>UNIT NO. AND FOX HOLLOW COURT ADDRESS</u>	<u>UNIT TYPE</u>	
T-7	4	147	T-C	.528727%
	4	149	T-B	.455169%
	4	151	T-A	.419173%
	4	153	T-A	.419173%
	4	155	T-B	.455169%
	4	161	T-C	.528727%
T-8	7	169	T-C	.528727%
	7	171	T-B	.455169%
	7	173	T-A	.419173%
	7	175	T-A	.419173%
	7	177	T-B	.455169%
	7	179	T-C	.528727%
T-9	4	160	T-C	.528727%
	4	164	T-C-3	.589242%
T-10	7	166	T-C	.528727%
	7	168	T-B	.455169%
	7	170	T-B	.455169%
	7	172	T-C	.528727%
T-11	7	178	T-C	.528727%
	7	180	T-C	.528727%
T-12	10	320	T-C	.634628%
	10	322	T-B	.455169%
	10	324	T-A	.419173%
	10	326	T-A	.434823%
	10	328	T-B	.455169%
	10	330	T-C	.528727%

BUILDING NO.	PHASE NO.	UNIT NO. AND FOX HOLLOW COURT ADDRESS		UNIT TYPE	PERCENTAGE OF INTEREST IN COMMON ELEMENTS AND PERCENTAGE INTEREST IN COMMON EXPENSES, COMMON ASSESSMENTS, COMMON SURPLUS, COMMON PROFITS AND COMMON LOSSES
T-13	11	332		T-C	.528727%
	11	334		T-B	.455169%
	11	336		T-B	.455169%
	11	338		T-C	.571505%
T-14	11	340		T-C	.528727%
	11	342		T-B	.455169%
	11	344		T-B	.455169%
	11	346		T-C	.528727%
T-15	11	348		T-C	.605919%
	11	350		T-B	.455169%
	11	352		T-A	.419173%
	11	354		T-A	.419173%
	11	356		T-B	.455169%
	11	358		T-C	.528727%
T-16	10	360		T-C	.528727%
	10	362		T-B	.455169%
	10	364		T-A	.419173%
	10	366		T-A	.419173%
	10	368		T-B	.455169%
	10	370		T-C4	.634628%

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PERCENTAGES OF OWNERSHIP INTEREST

CARRIAGE HOME BUILDINGS

<u>BUILDING NO.</u>	<u>PHASE NO.</u>	<u>UNIT NO. AND QUAIL ROOST ADDRESS</u>	<u>UNIT TYPE</u>	<u>PERCENTAGE OF INTEREST IN COMMON ELEMENTS AND PERCENTAGE INTEREST IN COMMON EXPENSES, COMMON ASSESSMENTS, COMMON SURPLUS, COMMON PROFITS AND COMMON LOSSES</u>
C-1	5	245	A (1st Floor)	.305446%
	5	243	B (2nd Floor)	.371439%
	5	241	C (Townhome)	.388133%
	5	239	D (Townhome)	.388133%
	5	235	E (1st Floor)	.305446%
	5	237	F (2nd Floor)	.371439%

<u>BUILDING NO.</u>	<u>PHASE NO.</u>	<u>UNIT NO. AND TEAL TRACE ADDRESS</u>	<u>UNIT TYPE</u>	<u>PERCENTAGE OF INTEREST IN COMMON ELEMENTS AND PERCENTAGE INTEREST IN COMMON EXPENSES, COMMON ASSESSMENTS, COMMON SURPLUS, COMMON PROFITS AND COMMON LOSSES</u>
C-2	6	182	A (1st Floor)	.305446%
	6	184	B (2nd Floor)	.371439%
	6	186	C (Townhome)	.388133%
	6	188	D (Townhome)	.388133%
	6	192	E (1st Floor)	.305446%
	6	190	F (2nd Floor)	.371439%
C-3	5	197	A (1st Floor)	.305446%
	5	195	B (2nd Floor)* C	.340138%
	5	193	(Townhome)	.388133%
	5	191	D (Townhome)	.388133%
	5	187	E (1st Floor)	.305446%
	5	189	F (2nd Floor)*	.340138%

PERCENTAGE OF
 INTEREST IN COMMON
 ELEMENTS AND
 PERCENTAGE
 INTEREST IN COMMON
 EXPENSES, COMMON
 ASSESSMENTS,
 COMMON SURPLUS,
 COMMON PROFITS
AND COMMON LOSSES

<u>BUILDING NO.</u>	<u>PHASE NO.</u>	<u>UNIT NO. AND TEAL TRACE ADDRESS</u>	<u>UNIT TYPE</u>	
C-4	6	194	A (1st Floor)	.305446%
	6	196	B (2nd Floor)*	.340138%
	6	198	C (Townhome)	.388133%
	6	200	D (Townhome)	.388133%
	6	204	E (1st Floor)	.305446%
	6	202	F (2nd Floor)*	.340138%
C-5	8	206	A (1st Floor)	.305446%
	8	208	B (2nd Floor)*	.340138%
	8	210	C (Townhome)	.388133%
	8	212	D (Townhome)	.388133%
	8	216	E (1st Floor)	.305446%
	8	214	F (2nd Floor)*	.340138%
C-6	8	218	A (1st Floor)	.305446%
	8	220	B (2nd Floor)*	.340138%
	8	222	C (Townhome)	.388133%
	8	224	D (Townhome)	.388133%
	8	228	E (1st Floor)	.305446%
	8	226	F (2nd Floor)*	.340138%
C-7	8	231	A (1st Floor)	.305446%
	8	233	B (2nd Floor)*	.340138%
	8	229	C (Townhome)	.388133%
	8	227	D (Townhome)	.388133%
	8	225	E (1st Floor)	.305446%
	8	223	F (2nd Floor)*	.340138%

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BUILDING NO.	PHASE NO.	UNIT NO. AND HEATHER COURT ADDRESS	UNIT TYPE	PERCENTAGE OF INTEREST IN COMMON ELEMENTS AND PERCENTAGE INTEREST IN COMMON EXPENSES, COMMON ASSESSMENTS, COMMON SURPLUS, COMMON PROFITS <u>AND COMMON LOSSES</u>
C-8	9	236	A (1st Floor)	.305446%
	9	238	B (2nd Floor)*	.340138%
	9	240	C (Townhome)	.388133%
	9	242	D (Townhome)	.388133%
	9	244	F (1st Floor)*	.340138%
	9	246	E (2nd Floor)	.305446%
C-9	9	248	A (1st Floor)	.305446%
	9	250	B (2nd Floor)*	.340138%
	9	252	C (Townhome)	.388133%
	9	254	D (Townhome)	.388133%
	9	258	E (1st Floor)	.305446%
	9	256	F (2nd Floor)*	.340138%
C-10	9	260	A (1st Floor)	.305446%
	9	262	B (2nd Floor)*	.340138%
	9	264	C (Townhome)	.388133%
	9	266	D (Townhome)	.388133%
	9	270	E (1st Floor)	.305446%
	9	268	F (2nd Floor)*	.340138%

TOTAL PERCENTAGE OF INTERESTS FOR ELEVATOR
BUILDINGS, TOWNHOME BUILDINGS AND
CARRIAGE HOME BUILDINGS 100 .0000%

*Indicates No Dormer

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