EXHIBIT A

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BYLAWS

OF

STONE LANDINGS CONDOMINIUMS

AT COBBLEFIELD DRIVE

ASSOCIATION

TRANSFER NOT NECESSARY
JACK REINER, County Auditor

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BYLAWS

STONE LANDINGS CONDOMINIUMS AT COBBLEFIELD DRIVE UNIT OWNERS ASSOCIATION (the "Association") is to govern and manage the Condominium Property of STONE LANDINGS CONDOMINIUMS AT COBBLEFIELD DRIVE, Village of Ontario, Richland County, Ohio. These Bylaws of the Association (the "Bylaws") supplement the Declaration of Condominium Ownership of STONE LANDINGS CONDOMINIUMS AT COBBLEFIELD DRIVE (the "Declaration") by providing the Association with procedures to use in governing and managing the Condominium Property. Anyone who owns, rents, occupies or uses any Unit or the Common Areas and Facilities or Limited Common Areas and Facilities is subject to the Declaration, the Bylaws and any Rules and Regulations (the "Rules and Regulations") that may be adopted by the Association's Board of Trustees. As required by Section 5311.06 of the Ohio Revised Code, a true copy of these Bylaws has been or will be attached as an Exhibit to the Declaration, which has been or will be filed with the Richland County Recorder and the Richland County Auditor. The terms used in these Bylaws which begin with capital letters and are not otherwise defined shall have the meanings set forth in the Declaration.

SECTION 1. ASSOCIATION NAME AND NATURE.

The name of this Association shall be STONE LANDINGS CONDOMINIUMS AT COBBLEFIELD DRIVE UNIT OWNERS ASSOCIATION. The Association shall be an Ohio corporation, not-for-profit.

SECTION 2. UNIT OWNERS (MEMBERS).

2.1. **Composition.** Each person owning a fee simple interest in a unit ("Unit Owner") is a member of the Association.

2.2. **Voting.**

2.2.1. **Voting Rights.** The Unit Owner or Owners of each Unit shall be entitled to one (1) vote per Unit, regardless of such Unit's percentage of interest in the Common Areas and Facilities or Limited Common Areas and Facilities of the Condominium Property, except that the Association shall not be entitled to a vote for any Unit to which it or its agent, designee or nominee holds title.

The "voting power of all Unit Owners" at any given time shall be the total number of votes for all Units other than Units to which the Association, or the Association's agent, designee or nominee holds title.

Only Unit Owners in good standing shall be entitled to vote, whether personally or by proxy, at an annual or special meeting of Unit Owners or through an action by Unit Owners without a meeting under Section 2.8. A Unit Owner shall be in good standing if, five (5) days before the meeting or action-circulation date, the Unit Owner 1) has paid all assessments and any interest, cost, penalties and other expenses chargeable to the Unit Owner and/or against his or her Unit, and 2) is not in default in the performance of any other obligation required under the Declaration, Bylaws or any other Condominium Documents, including any Rules and Regulations adopted by the Association's Board of Trustees.

Unless otherwise expressly set forth by law, the affirmative vote of a majority of the Unit Owners voting at an annual or special meeting shall be sufficient to determine any matter as long as the quorum requirement is met at the time of completion of that vote.

2.2.2. **Proxies.** Unit Owners may vote or act in person or by proxy. The person designated as a Unit Owner's proxy need not be a Unit Owner. A Unit Owner shall designate a proxy by written notice to the Board of Trustees. The proxy shall continue in full force and effect until it is expressly revoked by written notice from the Unit Owner to the Board of Trustees. If a first mortgagee has been designated a proxy under the terms of the first mortgage covering a Unit, the presentation to the Board of Trustees of a copy of the Mortgage containing the proxy designation shall be notice of that designation, and such proxy shall be irrevocable if designated in the terms of the first mortgage document. Written notice to the Board of Trustees or in a meeting of the revocation of a proxy designation shall not affect any vote or act previously taken.

2.3. **Annual Meeting.** Each year the Board of Trustees shall specify the date, time and place for the Annual Meeting of Unit Owners, which shall be held in the month of October. The purpose of the Annual Meeting shall be to elect Members to the Board of Trustees, to consider reports to be presented before the meeting and to transact any other business that may properly be brought before the meeting.

2.4. **Special Meetings.** Special Meetings of Unit Owners may be called at any time by the President or by the Board of Trustees. Special Meetings shall be called by the President upon written request, delivered to the President in person or by certified mail, of Unit Owners having at least thirty percent (30%) of the voting power of all

Unit Owners. Upon receipt of this request, the President shall immediately cause written notice to be given of a meeting to be held on a date not less than seven (7) nor more than thirty (30) days after receipt of this request. If written notice is not given within ten (10) days after the delivery of the request, the Unit Owners making the request may call the meeting and give written notice to all Unit Owners.

2.5. **Notice of Meetings.** Written notice shall be given not less than seven (7) nor more than thirty (30) days before every meeting of the Unit Owners. The Secretary shall give written notice to each Unit Owner of record as of the day on which notice is given.

Notice of a meeting of Unit Owners shall specify the date, time and place of the meeting, and if it is a special meeting, the notice shall specify the purpose or purposes for such meeting. Any Unit Owner who attends a meeting without protesting the sufficiency of the notice, before or at the beginning of the meeting, shall be deemed to have waived notice of the meeting.

2.6. **Quorum; Adjournment.** Except as may be otherwise provided by law, there shall be a quorum at any meeting of Unit Owners at which Unit Owners who hold seventy-five percent (75%) of the total voting power, of all Unit Owners in good standing are present, in person or by proxy. For a vote on any matter to be valid, the quorum requirement must be met at the time of completion of that vote. Whether or not a quorum is present, the Unit Owners entitled to exercise a majority of the voting power represented at a meeting of Unit Owners may adjourn that meeting. Notice of the adjournment need not be given if the time and place to which the meeting is adjourned are fixed and announced at the meeting.

2.7. **Order of Business.** The order of business at all meetings of Unit Owners shall be as follows:

1. Calling of meeting to order;
2. Roll call; Determination of whether there is a quorum;
3. Proof of Notice of Meeting or Waiver of Notice;
4. Reading of minutes of preceding meeting;
5. Reports of Officers;
6. Reports of Committees;
7. Election of Trustees (when appropriate);
8. Unfinished and/or old business;
9. New Business;
10. Adjournment.

2.8. **Action Without A Meeting.** Any action that may be taken at a scheduled annual or special meeting of Unit Owners may be taken without a meeting in a writing or writings signed by not less than a majority of the Unit Owners in good standing. The writing or writings shall be filed with the records of the Association. The date on which a writing begins circulation among Unit Owners shall be the "action - circulation date." The action - circulation date shall be used to determine the number of Unit Owners in good standing pursuant to Section 2.2.1.

SECTION 3. BOARD OF TRUSTEES.

3.1. **Number; Qualifications; Compensation.** There shall be five (5) Members ("Trustees") of the Board of Trustees (the "Board"). A Manager appointed by the Declarant need not be a Unit Owner. A Manager elected by Unit Owners shall be a Unit Owner, except that if a Unit Owner is a corporation, partnership, joint venture, or other entity, the Unit Owners may elect as a manager any officer, partner, joint venturer, or like individual affiliated with the Unit Owner. Trustees shall serve without compensation.

3.2. **Authority to Appoint and Elect Trustees.**

3.2.1. **Development Period.**

3.2.1.1. Initially, the Trustees shall be the persons appointed by the Declarant from time to time.

3.2.1.2. Not later than the time when Declarant has sold and conveyed twenty-five percent (25%) of the Units, the Unit Owners shall meet, and the Unit Owners other than Declarant shall elect and thereby replace, two (2) of the five (5) Members of the Board of Trustees.

3.2.1.3. Within thirty (30) days after the earlier of a) the date which is three (3) years from the date of establishment of the Association, and b) the date which is thirty (30) days after the Declarant's sale and conveyance, to Purchasers in good faith for value, of seventy-five percent (75%) of the Units, a meeting of the Unit Owners shall be held, and the Unit Owners shall elect all Trustees of the Board of Trustees (the "Development Period Special Meeting"). The persons so elected shall take office upon election. At the Development Period Special Meeting, the

Declarant shall turn over to the Board of Trustees correct and complete books and records of account as required under Section 5311.09 of the Ohio Revised Code.

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3.2.2. Post Development Period. After the Development Period Special Meeting, the Unit Owners shall elect the Trustees at the annual meetings of Unit Owners.

3.2.3. Amendment of Number of Trustees. In the event that the Declarant submits additional property to the Condominium, the Association may amend the number and term of Trustees by a simple majority (51%) vote.

3.3. Term. A Manager appointed by Declarant shall serve until Declarant removes the Manager, the Manager dies or resigns, or his successor is elected by the Unit Owners as provided in Section 3.2.1.

The Trustees elected by the Unit Owners at the Development Period Special Meeting shall be elected to staggered terms of the following lengths: two (2) Trustees shall be elected to a one-year term and three (3) Trustees shall be elected to a two-year term.

Each Manager elected by the Unit Owners after the Development Period Special Meeting, shall serve for a two (2) year term until the next annual meeting of the Unit Owners and until a successor is elected, or until the Manager's earlier resignation, removal from office, or death. A Manager may be re-elected or re-appointed for additional terms.

3.4. Nominations; Election Procedure. Nominations shall be made from the floor at any meeting of Unit Owners under Section 3.2.1. or at an annual meeting of Unit Owners.

Elections shall be by written ballot. The Unit Owner or Owners of each Unit may cast, in respect to each vacancy, one (1) vote per Unit. The person receiving the largest number of votes for each vacancy shall be elected to fill that vacancy. Cumulative voting shall not be permitted.

3.5. Resignation; Removal; Vacancies. A Manager may resign at any time by oral statement made at a meeting of the Board or by written notice to the Secretary. The resignation shall take effect immediately or at the time specified by the resigning Manager.

A Manager appointed by Declarant may be removed by Declarant at any time, with or without cause. An elected Manager whose removal has been proposed by a Unit Owner shall be given an opportunity to speak at an annual or special meeting of Unit Owners, after which that Manager may be removed, with or without cause, by the vote of Unit Owners entitled to exercise a majority of the voting power of all Unit Owners in good standing.

If a vacancy is created because of a resignation, removal or death, a successor shall be appointed or elected to serve for the unexpired term of the departed Manager. Declarant shall appoint a successor for any appointed Manager, and the Unit Owners shall elect a successor for any elected Manager using the procedure set forth in Section 3.4, at an annual meeting of Unit Owners or at any special meeting of Unit Owners called for the purpose of filling this vacancy.

3.6. Organizational Meeting. Promptly after each annual meeting of Unit Owners, the Board shall hold a meeting to elect officers and transact any other business which may properly be brought before the Trustees at the meeting.

3.7. Regular Meetings. Regular meetings of the Board of Trustees shall be held monthly, unless waived, on the date and at the time and place fixed from time to time by the Board.

3.8. Special Meetings. Special meetings of the Board of Trustees may be held at any time when called by the President or any two (2) Trustees.

3.9. Notice of Meetings; Attendance by Unit Owners. Notice of the date, time and place of organizational, regular and special meetings of the Board of Trustees shall be given to each Manager by personal delivery, mail, e-mail, fax, telegram, or telephone at least two (2) days before the meeting by the Secretary of the Trustees. The notice need not specify the purpose of any meeting. If a Manager attends a meeting without protesting before or at the beginning of the meeting, the sufficiency of the Notice, the Manager is deemed to have waived notice of the meeting.

No notice need be given to non-Manager Unit Owners of organizational, regular or special meetings of the Board of Trustees. However, with the Board's permission, a non-Manager Unit Owner may attend any organizational, regular or special meeting of the Board, but may not participate in the meeting unless given permission to do so by the President or other officer of the Association who is presiding at the meeting. A non-Manager Unit Owner may not vote at a meeting of the Board of Trustees.

3.10. Quorum; Adjournment. A majority of the Trustees then in office shall constitute a quorum for any meeting, provided that the quorum requirement must be met at the time of completion of a vote on any matter for that vote to be valid. Whether or not a quorum is present, a majority of the Trustees present at a meeting may adjourn that meeting. Notice of the adjournment need not be given if the time and place to which the meeting is adjourned are fixed and announced at the meeting.

3.11. Voting Power. At any meeting of the Board of Trustees at which a quorum is present, all matters shall be determined by a majority vote of those voting on the matter. The President may cast an additional vote to break a tie vote on any matter.

3.12. Action by Board Without A Meeting. Any action that may be taken at a meeting of the Board of Trustees may be taken without a meeting in a writing or writings signed by all the Trustees, which writing or writings shall be filed with the Board of Records.

SECTION 4. OFFICERS.

4.1. Offices; Qualification. The Association shall have a President, Vice President, Secretary and Treasurer. The Board may create other offices from time to time. The President, Vice President, Secretary and Treasurer shall be Trustees; any other officer need not be a Manager but shall be a Unit Owner.

4.2. Election. The Board shall elect the Officers at the organizational meeting, or at the Development Period Special Meeting, and the persons so elected shall take office upon election.

4.3. Term. An Officer shall serve for a one (1) year term and until a successor is elected, or until the Officer's earlier resignation, removal from office or death. An Officer may be re-elected for additional terms.

4.4. Removal; Resignation; Vacancies. The Board may remove any Officer at any time, with or without cause. Any Officer may resign at any time by an oral statement made at a meeting of the Board of Trustees, or by written notice delivered to the Secretary. The resignation shall take effect immediately or at the time specified by the resigning Officer. Any vacancy in any office may be filled by the Board.

4.5. Powers and Duties. The powers and duties of Officers shall be as the Board of Trustees may determine from time to time. Unless the Board determines otherwise, the following Officers shall have the powers and duties set forth below.

4.5.1. President. The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Unit Owners and at all meetings of the Board of Trustees. The President may sign all legal instruments authorized by and on behalf of the Association.

4.5.2. Vice President. The Vice President shall perform duties of the President whenever the President is unable or unwilling to act as determined by the Board of Trustees.

4.5.3. Secretary. The Secretary shall record the votes and keep the minutes of Unit Owners and of the Board of Trustees, shall give notice of meetings of Unit Owners and of Board of Trustees; shall keep current records showing the names and addresses of Unit Owners and their respective percentages of interest in the Common Areas and Facilities and Limited Common Areas and Facilities and shall give each Unit Owner a copy of any Rules and Regulations or amendments to any Rules and Regulations adopted by the Association or the Board of Trustees.

4.5.4. Treasurer. The Treasurer shall receive and be responsible for all money, bills, notes, and similar property of the Association; shall keep current and complete books and records of account, specify the receipts and expenditures relating to the Common Areas and Facilities and Limited 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, and shall prepare an annual budget and annual statement of income and expenditures to be presented to the Unit Owners at the annual meeting, with a copy to be mailed or be delivered in person to each Unit Owner.

SECTION 5. BOARD POWERS, DUTIES, AND RESTRICTIONS.

5.1. **Payment of Common Expenses.** The Board of Trustees shall pay the Association's common expenses.

5.2. **Payment of Obligations of Unit Owners.**

5.2.1. **Taxes.** During the first years of the condominium's existence and until the Units are separately listed for real estate taxes and assessments, the Board of Trustees may pay real estate taxes and assessments for the Condominium Property, when due, calculate each Unit's pro rata share based upon its percentage of interest, assess the pro rata share against each Unit and bill the Unit Owner or Owners and require payment at any time prior to the last day for payment of real estate tax bills as designated by the Richland County Auditor.

5.2.2. **Discharge of Mechanics' Liens.** If the Board determines that a Mechanic's Lien or other encumbrance levied or filed against all or part of the Condominium Property may be or become a lien against the Condominium Property or against the Common Areas and Facilities or Limited Common Areas and Facilities, the Board of Trustees may pay any amount necessary to discharge this Mechanic's Lien or other encumbrance. This section shall not limit any statutory provisions relating to the same subject matter.

5.2.3. **Maintenance or Repair of Units.** If the Board of Trustees determines that maintenance or repair of any part of the Condominium Property that is the responsibility of any individual Unit Owner or Owners is necessary to protect or maintain the structural integrity or aesthetic and/or market value of the Common Areas and Facilities, Limited Common Areas and Facilities or any other portion of a building on the Condominium Property, or to maintain uniformity in the exterior of any buildings or other structures on the Condominium Property, then the [redacted]

5.2.4. **Discharge of Miscellaneous Obligations.** The Board of Trustees may pay for other obligations properly chargeable against a particular Unit or Units, including, but not limited to, payment for special services under Section 5.7.

5.2.5. **Individual Unit Assessments.** The Board of Trustees shall assess the responsible Unit Owner or Owners of any Unit for any cost expended by the Board under Section 5.2., which assessments shall be deemed Individual Unit Assessments. The responsible Unit Owner or Owners shall be jointly and severally liable to the Association for any such assessments.

5.3. **Right to Enter Units.** The Board of Trustees or its Agents may enter a Unit, whether or not a Unit Owner is present, 1) after giving notice as required by Section 5.2.3. in connection with maintenance or repair that is the responsibility of the Unit Owner or Owners; 2) without notice, in the event of an emergency or nuisance; or 3) with such notice, if any, as the Board deems appropriate in connection with required maintenance to any portion of the Common Areas and Facilities or Limited Common Areas and Facilities located within the boundaries of a Unit. Unless this responsibility is delegated to an Officer of the Board or a Managing Agent, the Board shall determine the necessity and appropriateness of maintenance, repairs and replacements to the Common Areas and Facilities and Limited Common Areas and Facilities and shall be responsible for designating persons authorized to perform the maintenance, repairs and replacements. [redacted]

5.4. **Rules and Regulations.** [redacted]

5.5. **Books and Records.** The Board of Trustees shall keep complete and accurate books of accounts for the Association. The Board of Trustees shall make the Association's books available for inspection at any reasonable time requested by a Unit Owner, a Unit Owner's representative with written authorization, or a First Mortgagee of a Unit.

The Board shall mail a statement of the amount of any delinquent assessment or other outstanding charge to a Unit Owner within ten (10) days of receipt by the Board of a written request from a Unit Owner for such a statement.

5.6. **Annual Audit.** The Board [redacted] for an independent certified public accountant to audit or review the Association's books. Any annual audit or review shall, if reasonably possible, be completed before each annual meeting of Unit Owners. Each Unit Owner or Owners shall receive a copy of the annual audit. Upon written request, the Board shall provide a First Mortgagee with a copy of any annual audit or review.

At any other time, Unit Owners of units having at least thirty-three percent (33%) of the voting power of all Unit Owners may request that the Board of Trustees cause an audit or additional audit or review to be made of the Association's books by an independent certified public accountant. The Board of Trustees shall arrange for the additional audit or review provided it is paid for by the Unit Owners making the request.

5.7. Special Services. The Board of Trustees may arrange for special services or facilities for Unit Owners and their occupants, including, but not limited to, cleaning, maintenance and repair of Units. The Board shall determine the fees for these special services and facilities and may either have the affected Unit Owners billed directly or may pay for the services and facilities from the reserve fund and bill the effective Unit Owner or Owners with an Individual Unit Assessment.

5.8. Delegation. The Board of Trustees may delegate duties and powers to persons or firms of its choice, including a Manager or Managing Agent. The Board shall supervise any such person or firm in the performance of delegated duties and powers.

SECTION 6. ASSESSMENTS.

6.1. Types; Duty to Pay. "Common Assessments" shall be assessments charged equally against all Units for common purposes, and shall include annual common assessments and common assessments for capital improvements. Each Unit's "proportionate share" of a Common Assessment shall be equal among all of the Condominium Units. "Individual Unit Assessments," which are not for common purposes, shall be assessments that are properly chargeable to less than all of the Units.

The Unit Owner or Owners shall timely pay any assessments chargeable to that Unit.

6.2. Common Assessments.

6.2.1. Annual Common Assessments.

6.2.1.1. Development Period. At the closing when a Unit is purchased from Declarant, the Unit Owner or Owners shall pay to the Association the sum required by Declarant as the Unit's initial contribution to operating capital.

6.2.1.2. Annual Estimated Budget. Within sufficient time to allow the Board to comply with Section 6.2.1.3 of these Bylaws, the Board shall estimate the budget for the next year, which budget shall include, but not be limited to, the following Common Expenses: Utility and other services for Common Areas and Facilities and Limited Common Areas and Facilities not billed directly to a particular Unit, including, but not limited to, sewer assessments, waste removal, electricity, telephone, cable T.V., heat, power, water, landscaping and plantings; the expenses of operating, maintaining, and repairing all portions of the Condominium Property that are the Association's responsibility; casualty insurance as provided in the Declaration; liability insurance as provided in the Declaration; bond premiums, if any, to be paid by the Association; wages and/or fees of anyone employed by the Board of Trustees, including, but not limited to a Manager for the Condominium Property, maintenance and operations, personnel, lawyers, accountants, and other professionals; postage, materials, supplies and other expenses of administering the Association; any other Common Expenses designated as such in Chapter 5311 of the Ohio Revised Code or in accordance with the Declaration or that the Board of Trustees may determine are necessary and/or desirable to maintain the Condominium Property in first-class condition; and an amount to be determined by the Board of Trustees to be deposited in a reserve for contingencies and replacements, deferred maintenance and unexpected and extraordinary expenses (the "Reserve Fund").

6.2.1.3. Notice. The Board of Trustees shall calculate each Unit's share of the estimated annual budget, thereby establishing the Annual Common Assessment for each unit.

At least ten (10) days before the Annual Meeting, the Board of Trustees shall give the Unit Owner or Owners for each Unit notice of the annual estimated budget for the following year, and of that Unit's Annual Common Assessment, which is to be itemized to show the amount allocated to the Reserve Fund and the amount allocated for all other purposes.

6.2.1.4. Monthly Payments. A Unit's Annual Common Assessment shall be payable in equal monthly installments due in advance on the first day of each month.

6.2.2. Common Assessments for Capital Improvements. In addition to levying Annual Common Assessments, and to the extent that the Reserve Fund is insufficient, the Board of Trustees may levy Common Assessments to construct, structurally alter or replace capital improvements that are part of the Common Areas and

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Facilities and Limited Common Areas and Facilities, provided that funds shall not be assessed for any capital expenditure in excess of Five Thousand Dollars ($5,000.00) without the prior written consent of Unit Owners having at least sixty percent (60%) of the voting power of all Unit Owners.

The Board of Trustees shall calculate each Unit's equal share of a Common Assessment for Capital Improvements, and shall give the Unit Owner or Owners for each Unit written notice of the equal shares and of the date or dates on which the assessment is due and payable.

6.2.3. **Status of Amounts Collected.** The amounts collected through Common Assessments shall be held and expended for the purposes designated in the Declaration and the Bylaws. Except for adjustments reflecting prepaid or delinquent assessments, the amounts collected shall be deemed held for the Unit Owners in the proportion of their share of the Common Areas and Facilities and Limited Common Areas and Facilities.

Any amount assessed against a Unit that is allocated to the Reserve Fund shall be a contribution to capital, and shall be designated for that purpose on the Association's books and on any assessment notice. The Board of Trustees may collect, hold, disburse, or categorize the amounts allocated to the Reserve Fund in any manner necessary to insure their non-inclusion in the Association's taxable income under the Internal Revenue Code, Treasury Regulations and/or Rulings of the Internal Revenue Service.

6.2.4. **Common Surplus.** If Common Assessments collected in any given year are in excess of the actual Common Expenses for that year, the Board may either return each Unit's equal share of the Common Surplus, or credit it to each Unit's monthly payments for the Annual Common Assessment for the following year.

6.3. **Individual Unit Assessments.** If the Board of Trustees satisfies an obligation set forth in Section 5.2. or 5.7. that is properly chargeable to a particular Unit or Units, or otherwise incurs an expense for which an Individual Unit Assessment may be charged under any other provision of the Declaration or these Bylaws, the Board shall assess the Unit Owner or Owners of the particular Unit or Units for the Association's costs. An Individual Unit Assessment shall be due and payable on the date determined by the Board, following written notice to the Unit Owner or Owners subject to the Individual Unit Assessment.

6.4. **Common Profits.** If there are common profits in any given year, the Board may either distribute each Unit's equal share of the common profits or may credit it as an advance payment of each Unit's monthly payment for the Annual Assessment for the following fiscal year.

6.5. **Common Losses.** If at any time, the common expenses exceed the common assessments and the common profits, so that the Association has insufficient funds to meet its obligations, the Board of Trustees may 1) charge unexpected or extraordinary expenses in a given year against the Reserve Fund, and/or 2) give the Unit Owners written notice of the reasons for the deficiency and of each Unit's equal share and assess the deficiency as a Common Assessment among all of the Units, with this assessment to be due and payable either in a single payment or on designated monthly dates, with the first payment due more than ten (10) days after the date the notice is given.

6.6. **Effective Date of Assessment.** An assessment will be due the later of 1) ten (10) days after the notice of the assessment is given to the Unit Owner or Owners of the affected Unit, or 2) the assessment due date or on the due date of the first installment if the assessment is payable in installments as set forth in the notice of the assessment.

6.7. **Default; Remedies; Association's Lien.** If a Unit Owner is in default for ten (10) days in the payment of any assessment or charge, the Association upon filing the Certificate required by the Declaration, for the amount of the overdue assessment and any late charges provided for by the Declaration shall have a lien on his or her interest in a Unit. The cost of enforcing the lien, legal interest and reasonable attorney fees shall be added to the amount due and, to the extent permitted by the Declaration and applicable law, shall become, when payable, a lien against the Unit Owner's interest in the Unit. If the Unit Owner and the Association disagree as to the amount owed with regard to the assessment, the provision dealing with arbitration set forth in the Declaration must be followed.

Nothing contained in these Bylaws shall be deemed to limit the rights and remedies reserved to the Association and the Board of Trustees pursuant to the Condominium Declaration.

6.8. **Statement of Assessments.** Any holder of a mortgage or other lien on a Unit may request in writing a written statement from the Board of Trustees setting forth the unpaid common expenses with respect to the encumbered Unit, and, unless the request is complied with within twenty (20) days, the lien for unpaid common expenses which become due prior to the date of the request shall be subordinate to the lien of the encumbrance. Any holder of a lien may pay any unpaid common expense payable with respect to an encumbered Unit, and upon that payment the lienholder shall have a lien upon the encumbered Unit for the amount paid at the priority of the lien of the encumbrance.

6.9. Board in Action. The Board of Trustees' failure to prepare an annual estimated budget or to give timely notice of any assessment shall not release the Unit Owner or Owners from the obligation to pay the assessment whenever the amount of the assessment has been determined and written notice has been given.

If the Board's inaction relates to the Annual Common Assessment, the Unit Owners shall make monthly payments equal to the prior year's Annual Common Assessment until ten (10) days after receipt of written notice of the new annual common assessment.

SECTION 7. INDEMNIFICATION OF TRUSTEES, OFFICERS, EMPLOYEES AND VOLUNTEERS.

To the extent permitted by law, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed civil, criminal, administrative or investigative action, suit or proceeding, other than an action by or in the right of the Association, by reason of the fact that he or she is or was a manager, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a manager, officer, employee, agent or volunteer of another corporation, domestic or foreign, non-profit or for profit, or a partnership, joint venture, trust or other enterprise against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, if he or she had no reasonable cause to believe his or her conduct was unlawful.

The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a manager, officer, employee, agent or volunteer of the Association or is or was serving at the request of the Association as a manager, officer, employee, agent or volunteer of another corporation, domestic or foreign, non-profit or for profit, or a partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees actually and reasonably incurred by him or her in connection with the defense or settlement of such action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, except that no indemnification shall be made in respect of any claim, issue or matter as to which the person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association unless, and only to the extent that, the Court of Common Pleas or the court in which the action or suit was brought determines upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the Court of Common Pleas or other court deems proper.

Any indemnification under this Section, unless ordered by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the manager, officer, employee, agent or volunteer is proper in the circumstances because he or she had met the applicable standard of conduct set forth above. This determination shall be made 1) by a majority vote of a quorum consisting of Trustees of the Association who were not and are not parties to or threatened with any such action, suit, or proceeding, or 2) whether or not a quorum is obtainable, and if a majority of a quorum of disinterested Trustees so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association or any person to be indemnified within the past five (5) years, or 3) by the members of the Association, or 4) by the Court of Common Pleas or the court in which the action, suit, or proceeding was brought. Any determination made by the disinterested Trustees or by independent legal counsel as described above shall be promptly communicated to the person who threatened or brought the action or suit by or in the right of the Association and within ten (10) days after receipt of the notification this person shall have the right to petition the Court of Common Pleas or the court in which the action or suit was brought to review the reasonableness of the determination.

The indemnification provided by this section shall not be deemed exclusive of any other rights to which the person seeking indemnification may be entitled under the Articles, these Bylaws, or any agreement, vote of members of the Association or disinterested Trustees or otherwise, both as to actions in his or her official capacity while holding office, and shall continue as to a person who has ceased to be a manager, officer, employee, agent or volunteer and shall inure to the benefit of the heirs, executors and administrators of that person.

SECTION 8 - GENERAL PROVISIONS:

8.1. Notice. Unless otherwise expressly provided in these Bylaws, a written notice or written request shall be deemed given when delivered in person or mailed by regular mail, postage prepaid, addressed as follows:

1. To the Board or the Association: addressed to each manager at the manager's office address; to a manager or officer; addressed to the manager or officer at this person's residence address;

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2. To a Unit Owner: addressed to the Unit Owner at his or her address as it last appears on the Association's records; to a devisee or personal representative of a deceased Unit Owner at the address appearing on the records of the court administering the deceased Unit Owner's estate.

8.2. **Non-Waiver of Covenants.** No delay or failure on the part of the Board of Trustees and/or on the part of any officer in exercising any right, power or privilege, or in failing to enforce a covenant, condition, obligation or provision contained in the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations or any other condominium document shall be deemed a waiver of the same, or be deemed a waiver of any subsequent exercise of such a right, power or privilege or be deemed a waiver of any subsequent violation or breach of such a covenant, condition, obligation or provision. Nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise or preclude the exercise of any other right, power or privilege. All rights, powers and privileges given under the Declaration or these Bylaws or at law or in equity are cumulative, and any one or more or all of such rights, powers and privileges may be exercised simultaneously or consecutively.

8.3. **Heirs, Successors and Assigns.** These Bylaws shall be binding upon and shall inure to the benefit of the Association, Declarant, the Unit Owners, and the Declarant's and Unit Owners' heirs, personal representatives, successors and assigns.

8.4. **Board's Power to Bind.** A lawful agreement or determination made by the Board of Trustees or an officer, in accordance with the procedures established in the Declaration and the Bylaws, shall bind all Unit Owners, their heirs, personal representatives, successors and assigns.

8.5. **Interpretation of Bylaws.** The Section headings are for convenience only and shall not affect the meaning or construction of the Bylaws. A reference to a specific section without further identification of the document containing that section is a reference to a section in the Bylaws. Where the context requires, masculine, feminine and/or neuter terminology shall include all other genders, and the singular shall include the plural and vice versa.

IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused this Bylaws to be duly adopted on or as of the 29 day of Aug., 2000.

STONE LANDINGS OF MANSFIELD, LTD.

BY Robert H. Ohl Jr.
Robert H. Ohl, Jr., ~~President~~ Member

This instrument prepared by:
Richard H. Otto, Esq.
WELDON, HUSTON & KEYSER
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