

BY - LAWS

ISLANDER BOATEL CONDOMINIUM UNIT OWNERS ASSOCIATION

The within By-Laws are executed and attached to the declaration of Islander Boatel Condominium pursuant to Chapter 5311, Ohio Revised Code. Their purpose is to provide for the government of the Condominium Property, by the Unit Owners Association, a corporation not-for-profit under the laws of the State of Ohio, in the manner provided by the Declaration and by these By-Laws. 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 By-Laws and shall be subject to any restriction, condition or regulation hereafter adopted by the Board of Managers of the Association. The mere acquisition or rental of any of the family units (hereinafter referred to as "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 By-Laws.

ARTICLE I

THE ASSOCIATION

SECTION I: The Association shall be called "The Islander Boatel Condominium Unit Owners' Association, Inc." a corporation not-for-profit formed under the Laws of the State of Ohio.

SECTION II: 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 unit ownership at which time the new owner of such unit shall automatically become a member of the Association.

SECTION III: The annual meeting of the Unit Owners' Association shall be held on the third Sunday of July of each year, at the Condominium at 10:00 A.M. O'clock.

SECTION IV: Special meetings of the Unit Owners' Association shall be held either upon the call of the Board of Managers of the Association or upon the call of members of the Association entitled to exercise not less than one-third of the voting power of the Association. Special meetings shall be held at a convenient time at the condominium complex, as specified in the call for the meeting, and written notice of the meeting, specifying the time and the place thereof and the objects for which the meeting is called shall be mailed by the Secretary of the Association by ordinary mail to each of the members not less than fourteen (14) days before the special meeting. No business other than that specified in the notice of the meeting shall come before such meeting, except upon the affirmation vote of members exercising not less than seventy-five percent (75%) of the voting power of the Association, either in person or by proxy.

SECTION V: A quorum for meetings of the Unit Owners' Association shall exist by virtue of the attendance at the meeting, in person or by proxy, of members having more than fifty percent (50%) of the voting power of the Association.

SECTION VI: At any annual or special meeting of the Unit Owners' Association, each-unit owner may exercise that percentage of the total voting power of all unit owners on any question for which the vote of unit owners is permitted or required which is equivalent to the percentage of interest of his unit in the Common Areas and Facilities. If a unit owner owns more than one unit, he may exercise that percentage of the total voting power of each unit. Fiduciaries and minors who are the owners of record of a unit or

units may vote their respective interest as unit owners. If two or more persons, whether fiduciaries, tenants in common, or otherwise, own undivided interest in a unit, each may exercise such proportion of the voting power of all owners of his unit which is equivalent to this proportionate interest in the unit, provided that the owners of all of the undivided interest in the single unit may authorize any one of such owners, by written proxy or other authorization, to exercise the voting power of the entire interest in the unit.

SECTION VII: Notices of all meetings are deemed complete when mailed to the address of the member as shown on the records of the Association.

ARTICLE II

BOARD OF MANAGERS

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

SECTION II: The Board of Managers shall consist of five (5) persons all of whom must be owners or 1/2 owners, and occupiers of a unit.

SECTION III: The Managers shall be elected at the Annual meeting for two (2) year terms, with three (3) Managers being elected during even numbered years, and two (2) Managers being elected during odd numbered years. Vacancies created through death, unit sale or resignation may be filled for the balance of the current year by Board of Managers appointment. If more than two (2) Managers must be appointed in any one term between regular annual elections, a special election shall be called consistent with Article I Section IV of these By-Laws concerning special meetings of the Unit Owners' Association, to fill the third vacancy by election for the unexpired original term.

SECTION IV: Each manager shall hold office for his two year term expiring at the appropriate annual meeting of the members of the Association and until his successor is elected, or until his resignation, removal from office or death. Any Manager may resign at any time by writing to the Secretary of the Association. Any such resignation is-to take effect immediately.

SECTION V: Immediately after each annual meeting of members and election of Managers of the Association, the Managers shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

SECTION VI: Regular meetings of the Board of Managers may be held at such times and places as shall be determined by a majority of the Managers, but at least six (6) such meetings shall be held during each fiscal year.

SECTION VII: Special meetings of the Board of Managers may be held at any time upon call by the President or any two Managers. Written notice of the time and place of each-such meeting shall be given to each Manager either by personal delivery or by mail, telegram or telephone at least three (3) days before the meeting, which notice need not specify the purposes of the meetings; provided, however, that attendance of any Manager at 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 of notice of such meeting. Such notice may also be waived in writing either before or after the holding of such meeting, by any Manager, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organizational, regular or special meeting.

SECTION VIII A quorum of the Board of Managers shall consist of a majority of the Managers then in office, provided that a majority of the Managers present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time; if any meeting is adjourned, notice of such adjournment must be given to all Managers of the time and place to which such meeting is adjourned. At each meeting of the Board of Managers 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 By-Laws.

SECTION IX: At any regular or special meetings of members of the Association duly called, at which a quorum shall be present, any one or more of the Managers, may be removed with or without cause by the vote of members entitled to exercise more than fifty percent (50%) of the voting power of the Association, and a successor or successors to such Manager or managers so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any manager whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

SECTION X: The Board shall keep correct and complete books and records of account which are required by the Declaration of Condominium, by the By-Laws, by the provisions of Chapter 5311 of the Revised Code of Ohio, or by action of the Unit Owners' Association, specifying the receipts and expenditures relating to the Common Areas and Facilities and other common receipts and expenses, together with records showing the allocation, distribution and collection of the common profits, losses and expenses among and from the unit owners. Minutes of the proceedings of all Association meetings and records of the names and addresses of the unit owners and their respective percentage of interest in the Common Areas and Facilities shall be maintained.

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

The Board shall have full and complete authority for the construction, alteration, repair, improvement, enhancement or embellishment of any part of the Common Areas and Facilities subject, however, to the provisions of the Revised Code of Ohio and to the provisions of the Declaration of Condominium.

The Board shall have the power to enter into contracts with any contractor, material supplier, or laborer, to perform any work or to furnish any materials or supplies deemed necessary in the maintenance and repair of the Common Areas and Facilities.

The Board shall, before the end of each year, make estimates of the anticipated common expenses for the ensuing calendar year, and shall assess each of the Unit Owners for the proportionate share of the common expenses chargeable against each unit, and shall provide for the time and manner of payment of each annual assessment.

Whenever the funds on hand shall not be sufficient for the payment of all expenses incurred and to be incurred in the maintenance of the Common Areas and Facilities, the Board is empowered to make such assessments to secure the necessary funds to defray all of such expenses which assessments shall be made against each unit owner in the amount chargeable against each unit.

The Board is empowered to file and defend suits in the name of the Unit Owners' Association.

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

SECTION XII: The services of a manager or managing agent may be engaged by the Board of Managers upon such terms as the Board of Managers may designate.

ARTICLE III

OFFICERS

SECTION I: At each annual meeting, the Board of Managers shall elect a President, a Vice President, a Secretary and a Treasurer, who shall be deemed the Officers of the Board of Managers and of the Unit Owners' Association, and who shall serve for one year terms or until their successors are elected and qualified. Any two offices may be combined, provided, however, that there shall be not less than three officers, two of whom shall be members of the Board of Managers.

SECTION II: The President shall preside at all meetings of the Association. He shall exercise, subject to the control of the Board of Managers and the members of the Association, a general supervision over the affairs of the Association, and shall perform generally all duties incident to the office and such other duties as may be assigned to him from time to time by the Board of Managers.

The Vice President shall perform all duties of the President, in his absence or during his inability to act, and shall have such other and further powers, and shall perform such other and further duties as may be assigned to him by the Board of Managers.

The Secretary shall keep the minutes of all proceedings of the Board of Managers and of the members and make a proper record of the same, which shall be attested by him. He shall keep such books as may be required by the Board of Managers, and shall generally perform such duties as may be required by the Board of Managers.

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

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

ARTICLE IV

MAINTENANCE OF COMMON AREAS AND FACILITIES

Maintenance, repair and replacement of the Common Areas and Facilities is required of the Association and may be authorized by the Board of Managers at any annual meeting, at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers; and by the Unit Owners'

Association at any annual meeting or at any special meeting of the Unit Owners' Association, in accordance with the terms of these By-Laws.

In addition, the maintenance repair of any individual unit or limited Common Area may be authorized by the Board of Managers if such maintenance or repair is necessary in the Board's sole discretion, to protect the Common Areas and Facilities, and the owner or owners of said unit have failed or refused to perform said maintenance or repair after written notice of the necessity thereof delivered by the Association to said owner or owners, and provided further that the Association shall levy a special assessment against such unit owner for the cost of said maintenance or repair.

ARTICLE V

ASSESSMENTS

SECTION I: The common expenses for which assessments may be made are expenses incurred in maintenance as provided herein, keeping books and records of account, expenses incurred in the construction, alteration, repair, improvement, enhancement, embellishment, or replacement of any part of the Common Areas and Facilities, expenses incurred for the construction, installation, maintenance and repair and alteration of the utility lines, drainage facilities including damages done to the adjacent land by construction, and repair of the utility lines, drainage systems or septic tanks, expenses in discharging any liens or encumbrances affecting any estate or interest in two or more dwelling units or in the Common Areas and Facilities, in securing insurance for the condominium property, in instituting any suit on behalf of the Unit Owners' Association or in defending any suits brought against the Unit Owners' Association and for any other items of expense properly chargeable to the Common Areas and Facilities of the condominium, or affecting two or more units of the condominium, or affecting the Unit Owners' Association, and for any other purpose relating to the condominium property authorized by the Board of Managers or by the Unit Owners' association.

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

SECTION II: Assessments may be made by the Board of Managers at its annual or at any regular or special meeting, or may be made by the affirmative vote of members of the Unit Owners' Association exercising seventy-five percent (75%) of the voting power of the Unit Owners' Association at the annual or at any special meeting of the Unit Owners' Association.

SECTION III: The time the unit owners shall pay their respective shares of the common expenses shall be as set forth in the resolution imposing the assessment. If a unit owner shall fail to pay his respective share of any assessment within fifteen (15) days after the same has become due and payable, the Board of Managers is empowered to take appropriate legal action for the collection of it, and, in addition, the Unit Owners' Association shall have such lien or liens upon the estate or interest in the dwelling unit of such owner as are provided by law.

SECTION IV: The Association's powers herein above enumerated shall be limited in that the Association shall have no authority to acquire and pay out of the funds collected as set forth herein any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Areas and Facilities, subject to all provisions of the Declaration and these By-Laws), having a total cost in excess of Five Thousand Dollars (\$5,000.00), nor shall the Association authorize any structural alterations, capital additions to, or capital improvements of the Common Areas and Facilities requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00), without, in each case, the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association.

ARTICLE VI

COMMON PROFITS AND SURPLUSES

Common profits or surpluses in the funds of the Unit Owners' Association at the end of any year which are not deemed necessary by the Board of Managers to meet current common expenses or common expenses to be incurred in the future shall be distributed to the unit owners in proportion to their ownership of the Common Areas and Facilities within sixty (60) days after the end of such year.

ARTICLE VII

ADMINISTRATIVE RULES AND REGULATIONS

SECTION I: The administrative rules and regulations governing the operation and use of the condominium property may be amended and new ones may be adopted by the Board of Managers.

SECTION II: Members of the Unit Owners' Association exercising one third (1/3) of the voting power of the Unit Owners' Association may call for a special meeting of the Association for the purpose of amending existing rules and regulations, and for the purpose of adopting new ones. Proposals to amend existing rules and regulations, and to adopt new ones may be made at any annual meeting of the Unit Owners' Association. Such proposals require the affirmative vote of the members of the Unit Owners' Association exercising seventy-five percent (75%) of the voting power of the Association, whether such vote is held at a special meeting of the Unit Owners' Association, or at other meetings of the Unit Owners' Association. The rules and regulations as amended or adopted shall not become effective until copies have been furnished to each of the unit owners.

ARTICLE VIII

AMENDMENTS OF BY-LAWS

SECTION I: Amendments of the By-Laws may be proposed by a majority of the Board of Managers by resolution adopted at any regular or special meeting of the Board of Managers.

SECTION II: Amendments of the By-Laws may be proposed by one or more of the members of the Unit Owners' Association. The member or members proposing the amendment shall deliver the text of the proposed amendment to the Secretary of the Association.

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

SECTION IV: Amendments may be adopted only by the affirmative vote of the members of the Unit Owners' Association exercising seventy-five percent (75%) of the voting power of the Association.

SECTION V: Upon the defeat of an amendment proposed by a member or members of the Unit Owners Association, all cost incurred in giving the required notice to the members of the Association shall be assessed against the member or members proposing the amendment.

SECTION VI: The within amendment sections are subject to any amendment provision contained in the Declaration of Condominium.

ARTICLE IX

TERMINATION

This Association shall terminate upon the termination of ISLANDER BOATEL CONDOMINIUM as provided in the Declaration of Condominium or otherwise provided by law.

ARTICLE X

NOTICE TO MORTGAGEE

Upon written request, any mortgagee shall receive all notices sent to its mortgage, or upon such request copies of the annual financial statement of the Association.