

Exhibit B

NOB HILL CONDOMINIUMS

Chagrin Falls, Ohio

**By-laws
of
Nob Hill Condominium Owners' Association, Inc.**

This Instrument Prepared by:

Fedor & Fedor
Attorneys-at-Law
1026 Terminal Tower
Cleveland, Ohio 44113

**NOB HILL
CONDOMINIUM OWNERS' ASSOCIATION, Inc.**

Exhibit B

By-laws of Nob Hill Condominium Owner's Association, Inc.

The within Bylaws are executed and attached to the Declarations of Nob Hill Condominiums pursuant to Chapter 5311, Ohio Revised Code. Their purpose is to provide for the establishment of a Unit Owner's Association for the government of the Condominium Property in the manner provided by the Declaration and 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 restrictions, conditions or regulations hereafter adopted by the Board of Managers of the Association.

The mere acquisition or rental of any of the Family Units (here-in-after 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 the By-laws.

ARTICLE I

The Association

Section 1. Name and Nature of Association

The Association shall be an Ohio Corporation not for profit, and shall be called Nob Hill Condominium Owners' Association, Inc.

Section 2. 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 unit, at which time the new owner of the unit shall automatically become a member of the Association.

Section 3. Voting Rights

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 one hundred (100) and each owner or group of owners shall be entitled to the number of votes equal to the total percentage of ownership in the Common Areas and Facilities applicable to his unit ownership as set forth in the Declaration.

Section 4. Proxies

Members may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to

2.

Nob Hill Condominium Owners' Association: By-laws (cont.)

vote or act on his or their behalf shall be made in writing to the Board of Managers of the

Association and shall be revocable at any time by actual notice to the Board of Managers by the member or members making such designation.

Notice to the Board of Managers in writing or in open meeting of the revocation of the of the designation of a proxy shall not affect any vote or act previously taken or authorized.

Section 5. Meeting of Members

A. Annual Meeting

The Annual Meeting of members of the Association for the election of members of the Board of Managers, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at the office of the Association or at such other place within the Village of Chagrin Falls, Ohio, as may be designated by the Board of Managers and specified in the notice of such meeting at 8:00 P.M., or at such other time as may be designated by the Board of Managers and specified in the notice of the meeting. The first annual meeting of the Association shall be held when at least sixty (60) units are sold, or by May 23, 1972, whichever shall first occur. Thereafter, the Annual Meeting of the Association shall be held in each succeeding year thereafter, on the first Tuesday of the month in which the first annual meeting was held, if not a legal holiday, and if a legal holiday, then on the succeeding business day.

3.

Nob Hill Condominium Owners' Association: By-laws (cont.)

B. Special Meetings

Special meetings of the members of the Association may be held on any business day when called by the President of the Association, or by the Board of Managers of the Association, or by members entitled to cast at least thirty-three percent (33%) of the votes of the Association.

Upon request in writing, delivered either in person or by Certified Mail to the President or the Secretary of the Association by any person entitled to call a meeting of members, such officer shall forthwith cause to be given to the member entitled thereto notice of a meeting to be held on a date not less than seven (7) or more than sixty (60) days after the receipt of such request as such officer may fix.

If such notice is not given thirty (30) days after the delivery or mailing of the request, the person calling the meeting may fix the time of the meeting and give notice thereof.

Each special meeting shall be called to convene at 8:00 o'clock P.M. and shall be held at the office of the Association or at such place within the Village of Chagrin Falls, Ohio, as shall be specified in the notice of meeting

C. Notice of Meetings

Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the members of the Association or any other person or persons required or permitted by these By-laws to give such notice. The notice shall be

4.

Nob Hill Condominium Owners' Association: By-laws (cont.)

by personal delivery or by mail to each member of the Association who is a unit

owner of record as of the day preceding the day on which notice is given.

If mailed, the notice shall be addressed to members of the Association at their respective addresses as they appear on the records of the Association. notice of the time, place, and purpose of any meeting of members of the Association may be waived in writing, either before or after the holding of such meeting, by any member of the Association, which writing shall be filed with or entered upon the record of the meeting.

The attendance of any member of the Association at any meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice, shall be deemed as a waiver by him of notice of such meeting.

D. Quorum: Adjournment

Except as may be otherwise provided by law or by Declaration, at any meeting of members of the Association, the members of the Association entitled to exercise a majority of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting.

No action may be authorized or taken by a lesser percentage than required by law, by the Declarations, or by these Bylaws. The members of the Association

5.

Nob Hill Condominium Owners' Association: By-laws (cont.)

entitled to exercise a majority of the voting power represented at the meeting of members, whether or not a quorum is present, may adjourn such meeting from

time to time. If any meeting is 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. Order of Business

The order of business at all meetings of members of the Association shall be as follows:

- 1.) Calling the meeting to order;
- 2.) Proof of notice of meeting, or waiver of notice;
- 3.) Reading of the Minutes of the preceding meeting;
- 4.) Report of Officers;
- 5.) Report of Committees;
- 6.) Election of Inspectors of election;
- 7.) Election of Managers;
- 8.) Unfinished and/or old business
- 9.) New Business;
- 10.) Adjournment.

F. Actions without a Meeting

All sections, except removal of a Manager, 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 members having the percentage of voting power required to take such action if same were taken at a meeting. Such writings shall be filed with the Secretary of the Association

6.

Nob Hill Condominium Owners' Association: By-laws (cont.)

ARTICLE II

Board of Managers

Section 1. Number and Qualifications

The Board of Managers shall consist of five persons, except as otherwise provided, all of whom must be owners of a unit.

If at any time, one bank, savings and loan association, insurance company or other lending institution shall hold mortgages upon more than fifty percent (50%) of the units, such lending institutions may designate its representative who shall be a sixth member of the Board of Managers. Such representative need not be an owner or occupier of a unit

Section 2. Election of Managers: Vacancies

The required Managers shall be elected at each annual meeting of members of the Association. Only person nominated ad candidates shall be eligible for election as

Managers and the candidates receiving the greatest number of votes shall be elected. Each

member may vote as many candidates as there are vacancies in the Board of Managers, however caused.

The remaining Managers, though less than a majority of the authorized number of Managers, may by the vote of a majority of their number, fill any vacancy for the

7.

Nob Hill Condominium Owners' Association: By-laws (cont.)

unexpired term: provided, however, that a vacancy in the position of a representative of a lending institution as provided in Section 1. of this Article II, if any shall be filled by

such lending institution.

Section 3. Term of Office: Resignations

Each Manager shall hold office until the next annual meeting of the Association and until his successor is elected, or until his earlier resignation, removal from office or of the Board of Directors or in writing to that effect delivered to the Secretary of the Association: such resignation shall take effect immediately or at such other time as the Manager may specify.

Member of the Board of Managers shall serve without compensation.

At the first Annual Meeting of the members of the Association , the term of office of three (3) Managers shall be fixed so that such term will expire one year from the date of the next Annual Meeting of members of the Association. *(Term to expire in 1973 an odd year.)* The term of office of the remaining two (2) Managers shall be fixed so that such term will expire on the date of the Annual Meeting two (2) years from the date of the first Annual Meeting. *(Term to expire in 1974 an even year.)*

At the expiration of such initial term of office of each respective Manager, his successor shall be elected to serve for a term of two (2) years.

8.

Nob Hill Condominium Owners' Association: By-laws (cont.)

Section 4. Organization Meeting

Immediately after each Annual Meeting of members of the Association , the newly elected Managers and those Managers whose terms hold over shall hold an organization

meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

Section 5. Regular Meetings

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 four (4) such meetings shall be held during each fiscal year.

Section 6. Special Meetings

Special meeting 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, telegraph or telephone at least two (2) days before the meeting, which notice need not specify the purpose of the meeting; provided, however, that attendance of any Manager 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 of notice of such meeting and such notice may be waived in writing either before or after the holding of such meeting, by any

9.

Nob Hill Condominium Owners' Association: By-laws (cont.)

Manager, which writing shall be filed with or entered upon the record of the meeting.

Unless otherwise indicated in the notice thereof, any business may be transacted at any

organization, regular, or special meeting.

Section 7. Quorum; Adjournment

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 the 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 need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

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 8. Removal of Managers

At any regular or special meeting of members of the Association duly called, at which a quorum shall be present, any one or more of the Managers, except the Managers, if any, acting as a representative of a lending institution, may be removed with or without cause by the vote of members entitled to exercise at least seventy-five percent (75%) of voting power of the Association, and a successor or successors to such Manager or Managers so

10.

Nob Hill Condominium Owners' Association: By-laws (cont.)

removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Manager whose removal has been prepared by the members of the Association shall be

given an opportunity to be heard at such meeting.

Section 9. Fidelity Bonds

The Board of Managers shall require that all officers and employees of the Association

handling or responsible for Association funds shall furnish adequate fidelity bonds.

The premiums on such bonds shall be paid by the Association and shall be a common expense.

11.

Nob Hill Condominium Owners' Association: By-laws (cont.)

ARTICLE III

Officers

Section 1. Election and Designation of Officers

The Board of Managers shall elect a President, a Vice-President, a Secretary and Treasurer, each of whom shall be a member of the Board of Managers. The Board of Managers may also appoint an Assistant Treasurer and an Assistant Secretary and such officers as in their judgment may be necessary who are not members of the Board of Managers but who are members of the Association, or persons who could be heirs-at-law of a unit owner under “Ohio statutes of descent and distribution” provided they are occupiers of a unit.

Section 2. Term of Office; Vacancies

The officers of the Association shall hold office until the next organization meeting of The Board of Managers and until their successors are elected, except in case of resignation, removal from office or death. The Board of Managers may remove any officer at any time with or without cause by a majority vote of the Managers then in office. Any vacancy in any office may be filled by the Board of Managers.

Section 3. President

The President shall be the chief executive officer of the Association. He/She shall preside at all meetings of members of the Association and shall preside at all meetings of the Board of Managers.

12.

Nob Hill Condominium Owners' Association: By-laws (cont.)

Subject to directions of the Board of Managers, the President shall have general executive supervision over the business and affairs of the Association. He/She may execute all authorized deeds, contracts, and other obligations of the Association and shall

have such other authority and perform such other duties as may be determined by the Board of Managers or otherwise provided for in the Declaration or in these By-laws.

Section 4. Vice-President

The Vice-President shall perform the duties of the President whenever the President is unable to act and shall have such other authority and perform such other duties as may be determined by the Board of Managers.

Section 5. Secretary

The Secretary shall keep the Minutes of meetings of the members of the Association and the Board of Managers. He/She shall keep such books as may be required by the Board of Managers, shall give notices of meetings of members of the Association and of the Board of Managers required by law, or by these By-laws or otherwise, and shall have such authority and shall perform such other duties as may be determined by the Board of Managers

Section 6. Treasurer

The Treasurer shall receive and have in charge all money, bills, notes, and similar property belonging to the Association, and shall do with the same as may be directed by the Board of Managers.

13.

Nob Hill Condominium Owners' Association: By-laws (cont.)

He/She shall keep accurate financial accounts and hold the same open for inspection and examination of the Managers and shall have such authority and shall perform such other duties as may be determined by the Board of Managers.

Section 7. Other Officers

The Assistant Secretaries and Assistant Treasurers, if any, and any other officers whom the Board of Managers may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board of Managers.

Section 8. Delegation of Authority and Duties

The Board of Managers is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

14.

Nob Hill Condominium Owners' Association: By-laws (cont.)

ARTICLE IV

General Powers of the Association

Section 1. Payments from Maintenance Funds

The Association, for the benefit of all the owners, shall acquire, and shall pay out of

The maintenance fund hereinafter provided for, the following:

A. Utility Services The cost of water, waste removal, electricity, telephone, heat, power or any other necessary utility service for the Common Areas and Facilities. The cost of waterlines, waste removal or any utilities which are not separately metered or otherwise directly charged to individual owners. In the event any utility service for a Family Unit is paid by the Association for less than all Family Unit owners, the Association shall charge monthly to such Family Unit owner an estimated cost for such usage, however, the Association may discontinue such payments at any time, in which case each owner shall be responsible for direct payment of his/her share of such expense as shall be determined by the Board of Managers of the Association.

The Association reserves the right to levy additional assessments against any owner to reimburse it for excessive use, as shall be determined by the Board of Managers, by such owner of any utility service having been charged against or to the maintenance fund;

15.

Nob Hill Condominium Owners' Association: By-laws (cont.)

B. Casualty Insurance The premium upon a policy or policies 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 The premium upon a policy or policies insuring the Association, the members of the Board, and the owners against any liability to the public or to the owners (of units and of the Common Areas and Facilities, and their invitees or tenants), incident to the ownership and/or use of the Common Areas and Facilities, as provided in the Declaration, the limits of which policy shall be reviewed annually;

D. Worker's Compensation The costs of Worker's Compensation Insurance to the extent necessary to comply with any applicable laws;

E. Wages and Fees for Services The 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 or persons required for the maintenance or operation of the Condominium Property (including a Recreation Director, if any), and legal and/or accounting services necessary or proper in the operation of the Condominium Property, or the enforcement of the Declaration and these By-laws and for the organization, operation and enforcement of the rights of the Association;

16.

Nob Hill Condominium Owners' Association: By-laws (cont.)

F. Care of Common Areas and Facilities The cost of landscaping, gardening, snow removal, painting, cleaning, tuck pointing, maintenance, decorating, repair and replacements of the Common Areas and Facilities (but not including the interior surfaces of the units or the limited Common Areas and Facilities, which the owner shall paint, clean, decorate, maintain and repair), the painting, cleaning

and decorating of the exterior surfaces of the building, the operating of the swimming pool and other recreational facilities situated on the Common Areas and Facilities, and such furnishing and equipment for the Common Areas and Facilities as the Association shall determine are necessary and proper, and the Association shall have exclusive right and duty to acquire the same for the Common Areas and Facilities;

G. Certain Maintenance of Units The cost of the maintenance and repair of any unit or Limited Common Areas and Facilities if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Areas and Facilities, or any other portion of a building, and the owner or owners of said unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said owner or owners, provided that the Association shall levy special assessment against such unit owner for the cost of said maintenance or repair;

17.

Nob Hill Condominium Owners' Association: By-laws (cont.)

H. Discharge of Mechanic's Liens Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Condominium Property or any part thereof which may in the opinion of the Association constitute a lien against the entire Condominium Property rather than merely against the interests therein of particular owners; is being understood, however,

that the foregoing authority shall not be in litigation or any statutory provisions relating to the same subject matter. Where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any cost incurred by the Association by reason of said lien or liens shall be specially assessed to said owners;

I. Additional Expenses The cost of any materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, “common expenses” or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and these By-laws or which in its opinion shall be necessary or proper for the maintenance and operation of the Condominium Property as a first class condominium project or for the enforcement of the Declaration and these By-laws.

Section 2. Capital Additions and Improvements

The Association’s powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund

18.

Nob Hill Condominium Owners’ Association: By-laws (cont.)

Any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Areas and Facilities, subject to all the provisions of the Declaration and these By-laws) having a total cost in excess of One Thousand Dollars (\$1,000.00), 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 One Thousand Dollars (\$1,000.00), 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.

Section 3. Association's Right to Enter Units

The Association or its agents may enter any unit when necessary in connection with

any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Association, at the expense of the maintenance fund.

The Association reserves the right to retain a pass key to each unit and no locks or other devices shall be placed on the doors to the units to obstruct entry through the use of such pass key. In the event of any emergency originating in or threatening any unit at a time when required alterations or repairs are scheduled, the management agent or his representative or any other person designated by the Board of Managers may enter the unit immediately, whether present or not.

19.

Nob Hill Condominium Owners' Association: By-laws (cont.)

Section 4. Rules and Regulations

The Association, by vote of the members entitled to exercise a majority of the voting power of the Association, may adopt such reasonable rules and regulations and from time to time amend the same, supplementing the rules and regulations set forth in the Declaration and these By-laws as it may be advisable for the maintenance, conservation, ad beautification of the Common Property, and for the health, comfort,

safety and general welfare of the members and occupants of the Condominium Property. Written notice of such rules and regulations shall be given to all owners and occupants, and the Condominium Property shall be maintained subject to such rules and regulations.

In the event such supplemental rules and regulations shall conflict with any provisions of the Declaration or these By-laws, the rules and regulations of the Declaration and these By-laws shall govern.

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 owners or any of them.

Section 6. Special Services

The Association may arrange for the provision of any special services and facilities For the benefit of such owners and/or occupants as may desire to pay for the same,

20.

Nob Hill Condominium Owners' Association: By-laws (cont.)

including, without limitation, cleaning, repair and maintenance of units and provisions of special recreational, educational, or medical facilities. Fees for such special services and facilities shall be determined by the Board of Managers and may be charged directly to participating owners, or paid from the maintenance fund and levied as a special assessment due from the participants.

Section 7. Delegation of Duties

Nothing herein contained shall be construed so as to preclude the Association, through its Board of Managers and officers, from delegating to persons, firms or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Association as the Managers of the Association shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

Section 8. Applicable Laws

The Association shall be subject to and governed by the provisions of any statute at any time and applicable to property submitted to the Condominium form of ownership (including, without limitation, *Chapter 5311, Ohio Revised Code*), provided, however, that all inconsistencies between or among the permissive provisions of any statute and any provision of the Declaration and these By-laws, shall be resolved in favor of the Declaration and these By-laws, and any

21.

Nob Hill Condominium Owners' Association: By-laws (cont.)

inconsistencies between any statute applicable to associations formed to administer property submitted to the Condominium form of ownership, shall be resolved in favor of the latter statute.

In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or By-laws of the Association, the terms and provisions of the Declaration shall prevail, and the owners and all persons claiming under the

covenant to vote in favor of such amendments in the Articles or By-laws as will remove such conflicts or inconsistencies.

Section 9. Miscellaneous Issues

The Association may own or enter into agreements for the lease of washing machines, dryers, vending machines and other facilities for the convenience of the owners. In the event such items create a profit, these funds shall be added to the maintenance fund. Further, all monies received for rental of parking spaces, usage of party room and swimming pool, if any, shall be added to the maintenance fund. The above enumerated items of income and any other monies received other than through assessments shall be used to defray the items of common expense.

22.

Nob Hill Condominium Owners' Association: By-laws (cont.)

ARTICLE V

Determination and Payment of Assessments

Section 1. Obligation of Owners to Pay Assessments

It shall be the duty of every owner to pay his/her proportionate share of the administration, maintenance, and repair of the Common Areas and Facilities and of the other expenses provided for herein. Such proportionate shall be the same in the same ratio

as his/her percentage of ownership in the Common Areas and Facilities as set forth in the Declaration. Payment thereof shall be in such amount and at such times as may be determined by the Board of Directors of the Association, as hereinafter provided.

Section 2. Preparation of Estimated Budget

Each year on or before December 1st, the Association shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services, and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacement, *(In amount equal to 10% of proposed Annual Budget as required by Ohio Statute)* and shall on or before December 15th notify each owner in writing as to the amount of such estimate, with reasonable itemization the said “estimated cash requirement” shall be assessed to the owners according to each owner’s percentage of ownership in the Common Areas and Facilities as set forth by Declaration.

23.

Nob Hill Condominium Owners’ Association: By-laws (cont.)

On or before January 1st of the ensuing year, and the 1st of each and every month of the said year, each owner shall be obligated to pay the Association, or as it may direct, one-twelfth (1/12th) of the assessment made pursuant to this paragraph. On or before the date of the Annual Meeting in each calendar year, the Association shall supply to all owners, an itemized accounting of the maintenance expenses actually incurred in the preceding year, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net over or (short) of the actual expenditures plus

reserves. Any amount accumulated in excess of amount required for actual expenses and reserves shall be credited according to each owner's percentage of ownership in the Common Areas and Facilities to the next monthly installments due from owners under the current year's estimate, until exhausted, and any net shortage shall be added to each owner's percentage of ownership in the Common Areas and Facilities to the installments due in the succeeding six months after rendering of the accounting.

Section 3. Reserve for Contingencies and Replacements

The Association shall build and maintain a reasonable reserve for contingencies and replacement *(Now an amount equal to 10% of the Annual Budget is required by statute)*. Extraordinary expenditures not originally included in the Annual Budget estimate which may be necessary for the year, shall be charged against the reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any owner's assessment, the same shall be assessed to the owners according to each owner's

24.

Nob Hill Condominium Owners' Association: By-laws (cont.)

percentage of ownership in the Common Areas and Facilities. The Association shall serve

notice on all owners by a statement in writing giving the amount and reasons therefore, and such further assessments shall become effective with the first monthly maintenance payment which occurs more than ten (10) days after the delivery or mailing of such notice

of further assessment. All owners shall be obligated to pay the adjusted amount.

Section 4. Budget for First Year

When the first Board of Directors elected hereunder take office, the Association shall determine the “estimated cash requirements as hereinabove defined, for the period commencing thirty (30) days after said election and ending December 31st of the calendar year in which said election occurs. Assessments shall be levied against owners during said period as provided in ARTICLE V, Section 2.

Section 5. Failure to Prepare Annual Budget

The failure or delay of the Association to prepare or serve the annual adjusted estimate on the owner shall not constitute a waiver or release in any manner of such owner’s obligation to pay the maintenance cost and necessary reserves, as herein provided, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate, the owner shall continue to pay the monthly maintenance charge at the existing monthly rate established for the previous period until the first monthly maintenance payment which occurs more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered

25.

Nob Hill Condominium Owners’ Association: By-laws (cont.)

Section 6. Books and Records of Association

The Association shall keep full and correct books of account and the same shall be open for inspection by any owner or any representative of an owner duly .. authorized in writing, at reasonable times and upon request by an owner. Upon ten (10) days notice to the Board of Managers and upon payment of a reasonable fee, any unit owner shall be furnished a statement of his account setting forth the amount of

any unpaid assessment or other charge due and owing from such owner.

Section 7. 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 hereunder against less than all of the owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for use, benefit and account of all the owners in proportion to each owner's percentage ownership in the Common Areas and Facilities as provided by the Declaration.

Section 8. Assessments Prior to Organization of Association

Until such time as the Association is organized, monthly assessments in the amount of one-tenth of one percent ($1/10^{\text{th}}$ of 1%) of the purchase price per unit shall be paid by the owner of each unit and such sums shall be deposited with a bank or savings and loan association in Cuyahoga County, Ohio, for the account of and for the benefit of the Association. Such payments in such amount shall continue to be paid until the

26.

Nob Hill Condominium Owners' Association: By-laws (cont.)

amount thereof shall be adjusted in accordance with the provisions of the Declaration and these By-laws immediately following the organization of the Association.

Section 9. Annual Audit

The books of the Association shall be audited once a year by the Board of Managers, and such audit shall be completed prior to each Annual Meeting. If requested by two (2) members of the Board of Managers, such audit shall be made by a Certified Public Accountant. In addition and at any time if requested by owners of

thirty-one (31) or more units, the Board of Managers shall cause an additional audit to be made.

Section 10. Remedies for Failure to Pay Assessments

If any owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board of Managers may bring suit for and on behalf of themselves and as representatives of all owners, to enforce collection thereof or to foreclose the lien therefore as provided in the Declaration. There shall be added to the amount due the costs of said unit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by the Declaration, any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be a lien or charge against the unit ownership of the owner involved when payable, and may be foreclosed by an action

27.

Nob Hill Condominium Owners' Association: By-laws (cont.)

brought in the name of the Board of Managers as in the case of foreclosure or liens against real estate, as provided in the Declaration.

As provided in the Declaration, the members of the Board of Managers and their successors in office acting on behalf of the other unit owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Any encumbrancer may from time to time request in writing a written statement from the Board of Managers setting forth the unpaid

common expenses with respect to the unit covered by his encumbrance and unless the request shall be complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a unit may pay any unpaid common expenses payable with respect to such unit and upon payment such encumbrancer shall have a lien on such unit for the amounts paid at the same rank as the lien of his encumbrance

Section 11. Security Deposits from Certain Owners

If in the judgment of the Board the equity interest of any owner (whether the original owner or a subsequent purchaser or transferee) in his/her unit at any time is not sufficient to assure realization (whether by foreclosure of the lien referred to in *Section 10* above, or otherwise) of all assessments, charges or other sums which may be levied by the Association, then whether or not such owner shall be delinquent in the

28.

Nob Hill Condominium Owners' Association: By-laws (cont.)

payment of such levies, the Association shall have the right to require such owner to establish and maintain a security deposit, in an amount which the Board deems necessary for such purposes, provided, however, that such security deposit shall in no event exceed an amount which, when added to such owner's equity interest in the purchase unit, will equal twenty-five percent (25%) of the purchase price of the unit in question. In the event that any owner shall fail to pay any assessment, charges or other sums which may be due hereunder or shall otherwise violate any provision of

Chapter

5311 Ohio Revised Code, any covenants, terms and conditions of the Declaration, the Association shall have the right , but not the obligation, to apply such security deposit in reduction of its alleged damages resulting from such failure or violation, which right

shall be in addition to all and other remedies provided for in ***Chapter 5311 Ohio***

Revised Code, the Declaration or these By-laws.

Upon any sale by such owner of his/her unit, or at such time as such owner's equity in his/her unit is sufficiently great to dispense with the necessity of such security deposit, any unapplied balance of said security deposit remaining to the credit of said owner shall be refunded, provided that such owner shall not default under any of his/her obligations under the Declaration. The Association shall have the right to maintain all security deposits held by it, as aforesaid, in a single savings account and shall not be required to credit interest to any owner until such time as the security

29.

Nob Hill Condominium Owners' Association: By-laws (cont.)

deposit is refunded. said security deposit shall at all times be subject and subordinate to the lien referred to in the Declaration and ***Section 10*** above and all rights thereto shall inure to the benefit of the lien holder..

30.

Nob Hill Condominium Owners' Association: By-laws (cont.)

ARTICLE IV

General Provisions

Section 1. Declarant's Rights Pending Sale of Fifty-one Percent (51%) of Units Ownership

Until such time as the Association is formal, and until such time thereafter as Declarant shall have consummated the sale of fifty-one percent (51%) of all unit ownership, or on May 23, 1972, whichever time shall first occur, the powers, rights,

duties and functions of the Association and its Board of Managers shall be exercised by five persons who shall be selected jointly by Declarant and any lending institution which shall hold mortgages upon more than fifty percent (50%) of the units.

Section 2. Copies of Notice to Mortgage Lenders

Upon written request to the Board of Managers, 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 By-laws to be given to the owner or owners whose unit ownership is subject to such mortgage or trust deed.

Section 3. Service of Notice on the Board of Managers

Notices required to be given to the Board of Managers or to the Association may be delivered to any member of the board of Managers or officer of the Association either personally or by mail addressed to such member or officer at his/her unit.

31.

Nob Hill Condominium Owners' Association: By-laws (cont.)

Section 4. Service of Notice on Devisees and Personal Representatives

Notices required to be given and devisees or personal representatives of a deceased owner may be delivered either personally or by mail to such party at his, her, its address appearing on the records of the Court wherein the estate of such deceased owner is being administered.

Section 5. Non-waiver of Covenants

No covenants, restrictions, conditions, obligations or provisions contained in the

Declaration or these By-laws shall be deemed to have abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 6. Agreements Binding

All agreements and determinations lawfully made by the Association in accordance with the procedure established in the Declaration and these By-laws shall be deemed to be binding on all unit owners, their successors, heirs and assigns.

Section 7. Notice of Mortgages

Any owner who mortgages his unit shall notify the Association, in such manner as the Association may direct, of the name and address of his mortgage and thereafter shall notify the Association of the full payment, cancellation or other alteration in the status of such mortgage. The Association shall maintain such information in a book entitled, "Mortgages of Units".

32.

Nob Hill Condominium Owners' Association: By-laws (cont.)

Section 8. Severability

The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-laws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-laws.

Section 9. Perpetuities and Restraints on Alienation

If any of the options, privileges, covenants or rights created by these By-laws shall be unlawful or void for violation of (a.) the rule against perpetuities or some analogous

statutory provision, (b.) the rule restriction restraints on alienation, or (c.) any other

statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Joseph R. Cleary and Howard E. Ferguson.

Section 10. Joint Management Contracts

The Board of Managers shall have the power to enter into an agreement on behalf of the Association for the common management by a management agent of said properties; without standing to limit the generality of the foregoing, such agreement may provide for the allocation of common expenses, purchase of maintenance equipment and supplies, jointly sharing employees and management overhead.

33.

Nob Hill Condominium Owners' Association: By-laws (cont.)

In Witness Whereof, Joseph R. Cleary and Howard E. Ferguson have executed these By-laws this _____ day of _____, 1972.

In the Presence of:

Joseph R. Cleary

Howard E. Ferguson

State of Ohio)
) ss
Cuyahoga County)

Before me, a Notary Public in and for said County and State, personally appeared Joseph R. Cleary and Howard E. Ferguson, who acknowledged that they execute the Foregoing instrument, and that the same was their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal
At Cleveland, Ohio, this _____ day of _____, 1972.

Notary Public

This Instrument Prepared By:

Fedor & Fedor
Attorneys-At-Law
1026 Terminal Tower
Cleveland, Ohio, 44113

34.
Nob Hill Condominium Owners' Association, Inc.

By-laws: Table of Contents

Table of Contents	<i>i., ii.</i>
Preface to By-laws	page 1
Article I. <u>The Association</u>	pages 2-6
Section 1. <u>Name and Nature of Association</u>	page 2
Section 2. <u>Membership</u>	page 2
Section 3. <u>Voting Rights</u>	page 2
Section 4. <u>Proxies</u>	page 2
Section 5. <u>Meeting of Members</u>	page 3
A. <u>Annual Meeting</u>	page 3
B. <u>Special Meetings</u>	page 4
C. <u>Notice of Meetings</u>	pages 4,5
D. <u>Quorum: Adjournment</u>	pages 5,6
E. <u>Order of Business</u>	page 6
F. <u>Action without a Meeting</u>	page 6

Article II. <u>Board of Managers</u>	pages 7-11
Section 1. <u>Number and Qualifications</u>	page 7
Section 2. <u>Election of Managers: Vacancies</u>	pages 7,8
Section 3. <u>Terms of Office: Resignations</u>	page 8
Section 4. <u>Organization Meeting</u>	page 9
Section 5. <u>Regular Meeting</u>	page 9
Section 6. <u>Special Meetings</u>	pages 9,10
Section 7. <u>Quorum: Adjournments</u>	page 10
Section 8. <u>Removal of Managers</u>	pages 10,11
Section 9. <u>Fidelity Bonds</u>	page 11
Article III. <u>Officers</u>	pages 12-14
Section 1. <u>Election and Designation of Officers</u>	page 12
Section 2. <u>Term of Office: Vacancies</u>	page 12
Section 3. <u>President</u>	pages 12,13
Section 4. <u>Vice-President</u>	page 13
Section 5. <u>Secretary</u>	page 13
Section 6. <u>Treasurer</u>	pages 13,14
Section 7. <u>Other Officers</u>	page 14
Section 8. <u>Delegation of Authority and Duties</u>	page 14
Article IV. <u>General Powers of the Association</u>	pages 15-22
Section 1. <u>Payments from Maintenance Funds</u>	page 15
A. <u>Utility Services</u>	page 15
<i>i.</i>	
Article IV. (cont.)	
B. <u>Casualty Insurance</u>	page 16
C. <u>Liability Insurance</u>	page 16
D. <u>Worker's Compensation</u>	page 16
E. <u>Wages and Fees for Services</u>	page 16
F. <u>Care of Common Areas and Facilities</u>	page 17
G. <u>Certain Maintenance of Units</u>	page 17
H. <u>Discharge of Mechanic's Liens</u>	page 18
I. <u>Additional Expenses</u>	page 18
Section 2. <u>Capital Additions and Improvements</u>	pages 18,19
Section 3. <u>Association's Right to Enter Units</u>	page 19
Section 4. <u>Rules and Regulations</u>	page 20
Section 5. <u>No Active Business to be Conducted for Profit</u>	page 20
Section 6. <u>Special Services</u>	pages 20,21
Section 7. <u>Delegation of Duties</u>	page 21
Section 8. <u>Applicable Laws</u>	pages 21,22
Section 9. <u>Miscellaneous Issues</u>	page 22
Article V. <u>Determination and Payment of Assessments</u>	pages 23-30
Section 1. <u>Obligation of Owners to Pay Assessments</u>	page 23

Section 2. <u>Preparation of Estimated Budget</u>	pages 23,24
Section 3. <u>Reserve for Contingencies and Replacements</u>	pages 24,25
Section 4. <u>Budget for First Year</u>	page 25
Section 5. <u>Failure to Prepare Annual Budget</u>	page 25
Section 6. <u>Books and Records of Association</u>	page 26
Section 7. <u>Status of Funds Collected by Association</u>	page 26
Section 8. <u>Assessments Prior to Organization of Association</u> ...	pages 26,27
Section 9. <u>Annual Audit</u>	page 27
Section 10. <u>Remedies for Failure to Pay Assessments</u>	pages 27,28
Section 11. <u>Security Deposits from Certain Owners</u>	pages 28-30
 Article VI. <u>General Provisions</u>	pages 31-33
Section 1. <u>Declarant's Rights-----</u>	page 31
Section 2. <u>Copies of Notice to Mortgage Lenders</u>	page 31
Section 3. <u>Service of Notice on Board of Managers</u>	page 31
Section 4. <u>Service of Notice on Devisees and Personal Reps.</u>	page 32
Section 5. <u>Non-waiver Covenants</u>	page 32
Section 6. <u>Agreements Binding</u>	page 32
Section 7. <u>Notice of Mortgages</u>	page 32
Section 8. <u>Severability</u>	page 33
Section 9. <u>Perpetuities and Restraints on Alienation</u>	page 33
Section 10. <u>Joint Management Contracts</u>	page 33