

EXHIBIT B

BYLAWS

Situated in the State of Ohio, County of Licking, City of Newark:

Being Lot No. Eleven Thousand Eight Hundred Fifty-Eight (11858) of Berry View Addition Phase VI, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 15, Pages 55, 56, and 57, Recorder's Office, Licking County, Ohio.

Parcel No. 54-286470-00.139

BYLAWS OF
COVENTRY CONDOMINIUM
OWNER'S ASSOCIATION

EXHIBIT A

These Bylaws are intended to provide for the government of Coventry Condominium Owners Association, Inc., a Unit Owners' Association (the "Association"), which Association shall administer the Condominium Property submitted to the provisions of Chapter 5311 of the Ohio Revised Code by the Declaration to which these Bylaws are attached. All Unit Owners, their family members, guests, tenants, employees, or any other person lawfully in possession and in control of any part of the Condominium Property or using the facilities of the Condominium Property, in any manner, shall be subject to the covenants, conditions or restrictions contained in the Declaration and these Bylaws, and shall be subject to any administrative rules and regulations adopted by the Board of Managers of the Association. The acquisition or rental of a Unit located within the Condominium Property described in the Declaration or the act of occupying any Unit shall constitute acceptance and ratification of the Declaration and these Bylaws.

The Association shall provide for the acquisition, improvement, management, maintenance and care of Association Property. In carrying out the foregoing purposes, the Association may purchase, lease, exchange, acquire, hold, own, mortgage, pledge, hypothecate, borrow money upon, sell and otherwise deal in and with real and personal property of every kind, character and description whatsoever and any and all estates therein, and otherwise do all things permitted by law. All of the foregoing purposes shall be accomplished on a non-profit basis and no part of the net earnings of the Association shall enure to the benefit of any other person or entity.

ARTICLE I

DEFINITIONS

Unless the context clearly indicates otherwise, all definitions set forth in the Declaration and, to the extent not inconsistent with the definitions characterized in the Declaration, definitions set forth in Chapter 5311 of the Ohio Revised Code, (The "Act") are incorporated herein by reference.

ARTICLE II

THE ASSOCIATION

Section 1. Name, Address and Nature of Association. The Association shall be an Ohio corporation not for profit and shall be called Coventry Condominium Owners Association, Inc. The principal office of the Association shall initially be located at 1919 Lancaster Road, Granville, Ohio, or at such other place as the Board of Managers may hereafter designate.

Section 2. Identity of Property. The property to which these Bylaws shall apply is described in the Declaration as filed in the Recorder's Office of Licking County, Ohio, on August, 1997 bearing file number _____, and as described in the Drawings filed in Vol. _____ at page _____ of the Condominium Plat Records in the Recorder's Office of Licking County, Ohio.

Section 3. Membership. Each Unit Owner 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 such Unit shall automatically become a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Record ownership of such Unit shall be the sole qualification for membership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Upon acquisition of title to a Unit, the Unit Owner shall notify the Secretary of the acquisition, so that the Secretary can maintain a current record of the members of the Association.

Section 4. Voting Rights. Each Unit shall be entitled to vote on each matter properly submitted to the members for vote, except as provided in Article III, Section 2 herein, and the vote of each Unit shall be equivalent to percentage of interest in the Common Areas and facilities appurtenant to that Unit, as is more fully described in the Declaration, the right of a Unit Owner to vote may be suspended on some matters if the assessments against that Unit are in arrears. All quorums and percentages of votes required at an Association meeting shall be based upon the percentage of interest in the Common Areas and Facilities and as set out in Exhibit E to the Declaration, as amended from time to time.

Fiduciaries who are owners of record of a Unit or Units may vote their respective interests as Unit Owners. If two or more persons own undivided interests in a Unit as fiduciaries, tenants in common, tenants by the entireties or otherwise, each shall be entitled to exercise such proportion of the Unit's voting power as is equivalent to his proportionate interest in the Unit.

Section 5. 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 vote or act on his or their behalf shall be made in writing to the Board of the Association or filed with the Secretary of the Association or filed with the Secretary of the meeting and shall be revocable at any time by actual notice to the Board by the member or

members making such designation. Notice to the Board in writing or in open meeting of the revocation of the designation of proxy shall not affect any vote or act previously taken or authorized. Every proxy shall automatically cease upon the sale by the member of his Unit. No proxy shall be valid after the expiration of six months from its date of execution, unless the unit owners executing it shall have specified therein the length of time it is to continue in effect.

Section 6. Meeting of Members.

(a) Annual Meeting. The annual meeting of members of the Association for the election of members to the Board of Managers, who shall be the trustees of the Corporation, and the transaction of such other business as may properly be brought before such meeting shall be held at such place and time in Licking County Ohio, as may be designated by the Board and specified in the notice of such meeting. The first annual meeting of the members of the Association shall be held within ten (10) days after the end of the first fiscal year of the Association and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members shall fall upon a holiday, the meeting will be held on the first day following which is not a holiday.

(b) Special Meeting. 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 a majority of the Board of the Association, or by members entitled to cast at least 50% 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 persons entitled to call a meeting of the members, such officer shall forthwith cause to be given to the members entitled thereto, notice of a meeting to be held on a date not less than seven nor more than thirty days after the receipt of such request as such officer may fix. If such notice is not given within thirty days after the delivery or mailing of such request, the persons 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 p.m., and shall be held at such place in Licking County, Ohio, as shall be specified in the notice of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

(c) Notices of Meetings. Not less than seven nor more than thirty days before the date of the meeting, notice shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these Bylaws to give such notice. The notice shall be given by personal delivery or by mail to each member of the Association. If mailed, the notice shall be addressed to the members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purposes 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 records of the Association. The attendance of any member of the Association at any such meeting without protesting the lack of proper notice, prior to or at the commencement of the meeting, shall be deemed to be a waiver by him of notice of such meeting.

(d) Quorum; Adjournment. Except as may be otherwise provided in the Articles, Declaration, or these Bylaws, at any meeting of the members of the Association, that number of owners who are entitled to exercise not less than a majority of the voting power of all Unit Owners and who are present in person or represented by proxy shall constitute a quorum for such meeting. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the members present, whether a quorum be present or not, without notice other than the announcement at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

(e) Required Vote. The vote of the majority of the number of votes represented and entitled to vote at such meeting shall decide any questions brought before such meeting, unless the question is one upon which, by express provision of Chapters 1702 or 5311 of the Ohio Revised Code or any amendments thereto or of the Articles, Declaration or these Bylaws a different voting percentage is required, in which case such express provision shall govern and control. At all elections of members to the Board of Managers the candidates receiving the greatest percentages of the votes cast shall be elected.

(f) Order of Business. The order of business at all meetings of members of the Association shall be determined by the presiding officer, unless otherwise determined by a vote of those members entitled to exercise not less than a majority of the voting power of the Unit Owners present in person and represented by proxy at the meeting.

(g) Actions Without a Meeting. All actions, 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 all of the members. Such writings shall be filed by the Secretary of the Association in the minutes thereof.

ARTICLE III

BOARD OF MANAGERS

Section 1. Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts or things except as prohibited by law or by the Articles, Declaration, or these Bylaws. Such powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep, maintenance, and replacement of the Common Areas and Facilities.
- (b) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Areas and Facilities and the determination of their duties and compensation.
- (c) Determination of whether or exercise the Association's right of first refusal upon the proposed sale of any garage unit.
- (d) Adoption, publication, promulgation, distribution, and enforcement of rules and regulations governing the details of the use and operation of the Condominium Property.
- (e) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.
- (f) Hiring of attorneys, accountants, tax advisors, or other professional services on behalf of the Association.
- (g) Making of repairs, additions, and improvements to or alterations of the Condominium Property; repairs to and restoration of the Condominium Property in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.
- (h) Employing a project manager for the Condominium Property at a compensation to be established by the Board of Managers. Such project manager shall perform such duties and services as the Board of Managers shall authorize.
- (i) The Board shall submit at each annual meeting of the Owners a statement of operations of the Association during the preceding year, together with a report of the general financial condition of the Association. Copies of such annual

financial reports shall be sent to each Owner within sixty days following the close of the preceding fiscal year.

(j) The Board shall make or cause to be made a proposed budget for the ensuing year. Said budget is more specifically dealt with in Article VI of these Bylaws.

(k) The Board shall keep a complete record of all of its acts and corporate affairs and make it available to the members at the annual meeting of the members, or at any special meeting of the members, when such record is requested in writing by at least one-fourth of the voting membership.

(l) The Board shall prepare a roster of the Units and Assessments applicable thereto, which roster shall be kept in the office of the Association and shall be open to inspection by any member at all reasonable times.

(m) The Board shall make available to Unit Owners, lenders and the holders and insurers of the first mortgage on any Unit current copies of the Declaration, Bylaws and other rules governing the Condominium, and other books, records and financial statements of the Association. The Board shall also make available to prospective purchasers current copies of these instruments, and copies of the most recent annual audited financial statements, if such are prepared. In addition, upon written request from any holder and/or insurer of a first mortgage on any Unit or from any corporation or entity which has a prospective interest in the Condominium, the Board shall prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding fiscal year.

Section 2. Number of Managers. Upon establishment of the Association, the Board shall consist of three persons named by the Developer. The developer, its successor and assigns, shall have the right to appoint and remove these members of the Board and other officers of the Association and to exercise the powers and responsibilities otherwise assigned by law, Declaration, or these Bylaws, to the Association, the Board or other officers. This right of the Developer to appoint and remove three members of the Board of Managers shall extend from the date of the establishment of the Association until the earlier of (i) five years from the date of the establishment of the Association, or (ii) thirty days after the date that condominium ownership interests to which at least seventy-five percent (75%) of the undivided interest in the Common Areas and Facilities appertain have been sold and conveyed to bona fide purchasers.

For purposes of this section, when computing the percentage of interest in the common Areas and Facilities, the total number of Units sold shall be compared to the total number of Units that are authorized by the Declaration.

Notwithstanding the power reserved by the Developer above concerning appointment of three (3) members of the Board, upon the sale and conveyance by the Developer of eighteen (18)

Residential Units the Association shall meet and the Unit Owners, other than the Developer, shall elect one member to the Board, which member shall not be subject to the right of removal reserved by the Developer. At the time of such election, one of the Managers appointed by the Developer shall resign. Following the expiration of the Developer's right to appoint members to the Board as provided above, the remaining Managers appointed by the Developer shall resign, and the Unit Owners shall elect two (2) additional members to the Board, who shall serve until the next annual meeting of the Association, at which time Managers shall be elected for such initial terms as will result in the three (3) Managers serving overlapping three (3) year terms, with the term on one Manager to expire at each annual meeting thereafter.

Section 3. Term of Office. Unless he shall earlier resign, is removed as provided by these Bylaws, dies, or is adjudged mentally incompetent, each member of the Board shall hold office for a term of three (3) years or until his successor is duly elected and qualified, except that any member elected at a meeting other than the annual meeting of the Association shall hold office only until the next succeeding annual meeting. After the establishment of overlapping three (3) year terms as provided in Section 2 above, one Manager shall be elected at each annual meeting. Any members of the Board who serve subject to the right of their removal as reserved to the Developer by these Bylaws shall be deemed to serve for a term of one year from the date of their appointment, and upon the expiration of one year from the date of their appointment, they shall be deemed to be reappointed by the Developer, until the holding of the meeting as required above at which their resignations shall be tendered.

Section 4. Election and Qualification of Managers. The required managers shall be elected at each annual meeting of the members of the Association. Only persons nominated as candidates shall be eligible for election as managers, and the candidates receiving the greatest number of votes shall be elected. Managers need not be members of the Association.

Section 5. Removal of Member of Board of Managers. Any member of the Board may be removed at a special meeting of Unit Owners called for such purpose by the affirmative vote of those Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power of all Unit Owners.

Section 6. Resignation of Member of Board of Managers. Any member of the Board may resign by giving written notice to the President or the Secretary of the Association. Such resignation shall take effect at the time specified therein. Unless otherwise specified therein, the acceptance of a resignation shall not be necessary to make it effective.

Section 7. Vacancies. In case of any vacancy in the Board, the remaining members thereof may elect a member to fill such vacancy. If the remaining members cannot agree upon a person to fill such vacancy within ten days after it is created, such remaining members shall call a special meeting of the Association to fill such vacancy, such meeting to be held within thirty days after the vacancy is created. Any member elected to fill a vacancy shall hold office for the unexpired term of the member he succeeds and until his successor is elected and qualified.

Section 8. Meetings. The Board shall hold such meetings from time to time as it deems necessary and such meetings as may from time to time be called by the President. However, the Board shall meet not less than once in each calendar quarter. Meetings shall be held at such time and place within Licking County, Ohio, as the President or a majority of the members of the Board of Managers may determine.

Section 9. Notice. The President or Secretary shall cause written notice of the time and place of meetings of the Board regular and special, to be duly served upon or sent to each member thereof not less than three nor more than twenty days before the meeting, except that a regular meeting of the Board may be held without notice immediately after the annual meeting of the Association at the same place as such annual meeting was held for the purpose of electing or appointing officers for the ensuing year and for the transaction of such other business as may properly come before such meeting. The attendance of any member at any meeting without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by him or notice of such meeting.

Section 10. Quorum. At all meetings of the Board a majority of the members thereof shall constitute a quorum, but less than a quorum may adjourn a meeting from time to time, and at adjourned meetings any business may be transacted as if the meeting had been held as originally called. The act of a majority of the members present at any meeting at which there is a quorum shall be the act of the Board except as otherwise provided by the Act, the Declaration, or these Bylaws.

Section 11. Compensation. Members of the Board shall not receive any compensation for their services as managers, but any such member may serve this Association in any other capacity and may receive compensation therefor.

Section 12. Action Without a Meeting. Any action which may be authorized or taken at a meeting of the Board may be authorized or taken without a meeting in a writing or writings signed by all of the members thereof, which writing or writings shall be filed with or entered upon the records of the Association.

ARTICLE IV

OFFICERS

Section 1. Election and Designation of Officers. The Board shall elect annually at the organization meeting of each new Board of Managers a President, a Vice-President, a Secretary and a Treasurer. The President shall be a member of the Board. One person may hold the offices of Secretary and Treasurer.

Section 2. Term of Office; Vacancies. The officers of the Association shall hold office until the next organization meeting of the Board and until their successors are elected, except in case of resignation, removal from office or death. The Board may remove any officer at any

time, with or without cause, by a majority vote of the Managers. Any vacancy in any office may be filled by the Board at any regular meeting of the Board of Managers or at any special meeting of the Board of Managers called for such purpose.

Section 3. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Unit Owners and of the Board. He may execute all authorized deeds, mortgages, notes, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board or otherwise provided for in the Declaration or in these Bylaws.

Section 4. Vice-President. The Vice-President shall perform the duties of the President whenever the President is absent or unable to act, and shall have such other authority and perform such other duties as may be determined by the Board.

Section 5. Secretary. The Secretary shall keep the minutes of the meetings of the members of the Association and of the Board. He shall keep such books as may be required by the Board, shall give notice of meetings of members of the Association and of the Board required by law, or by these Bylaws or otherwise, and shall have such authority and shall perform such other duties as may be determined by the Board. Upon the expiration or termination of his term of office, the Secretary shall deliver all books, records, documents and other property of the Association in his possession or control to his successor or to the President.

Section 6. Treasurer. The Treasurer shall receive and have charge of all money, bills, notes and other intangible property belonging to the Association, or evidence thereof, subject to direction by the Board. He shall keep accurate financial accounts and hold the same open for the inspection and examination of the Managers and shall have such authority and shall perform such other duties as may be determined by the Board. Upon the expiration or termination of his term of office, the Treasurer shall deliver all books, records, documents and other property of the Association in his possession or control to his successor or to the President.

Section 7. Delegation of Authority and Duties. The Board 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.

Section 8. Compensation. No person shall receive any compensation for acting as an officer of the Association but may receive compensation for services rendered to or for the Association in any other capacity, except as limited by these Bylaws.

ARTICLE V

INDEMNIFICATION

Section 1. The Association shall indemnify each present and former member of the Board, officer, agent and employee of the Association against all expenses, including attorney's fees, actually and necessarily incurred or paid by him in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which he is or may be made a party by reason of being or having been a member of the Board or such an officer, agent or employee. No such indemnification may be made unless it is determined that: a) the person to be indemnified was not and has not been adjudicated to have been grossly negligent or guilty of willful or wanton misconduct in the performance of his duties to the Association; b) acted in good faith in what he reasonably believed to be the best interest of the Association and; c) in any matter the subject of a criminal action, suit or proceeding, did not have reasonable cause to believe that his conduct was unlawful. Such determination, if made, shall be made by the members of the Board at a meeting at which a quorum consisting of all members qualified to vote on the determination is present. Any member of the Board who is not a party to or threatened with any such action, suit or proceedings shall be qualified to vote on the determination.

Section 2. The Board may secure and maintain any policies of insurance as it may consider appropriate to insure any person who is serving or has served as a member of the Board, officer, agent or employee of the Association against liability and expense arising out of any claim or breach of duty, error, misstatement, misleading statement, omission or other act done, made or attempted by him by reason of his being such a member, officer, agent or employee. The cost of such insurance shall be a common expense.

Section 3. Fidelity Bonds. Blanket fidelity bonds shall be maintained by the Association for all officers, managers and employees of the Association, and for all other persons handling or responsible for funds of or administered by the Association. If the Association should hire a project manager, and that project manager is responsible for handling or administering funds of the Association, the project manager shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of the Association. Such fidelity bonds shall name the Association as an obligee and shall not be in an amount less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the project manager, as the case may be at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to three (3) months aggregate assessments on all Units plus reserve funds. The bonds shall contain waivers by the insurers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the project manager, shall be paid by the Association and charged as a common expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for

nonpayment of premium) without at least ten (10) days prior written notice to the Association or to an insurance trustee appointed pursuant to the Declaration. If required, such notice of cancellation must also be given to any servicer on behalf of the Federal National Mortgage Association.

ARTICLE VI

BUDGET AND BOOKS OF ASSOCIATION

Section 1. Budget for First Year. When the first Board of Managers takes office, the Board shall determine the estimated cash requirements, for the period commencing thirty days after said Board takes office and ending on the last day of the first fiscal year of the Association as determined by the Board. Assessments shall be levied against the Unit owners during said period as provided in the Declaration.

Section 2. Failure to Prepare Annual Budget. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owners shall not constitute a waiver or release in any manner of such Owners' obligation to pay the Common Expenses and necessary reserves, as herein provided, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate, the Unit Owners shall continue to pay monthly maintenance charges and the Common Expenses and Assessments at the existing monthly rates established for the previous period until the first monthly payment which occurs more than ten days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 3. Books and Records of Association. The Board shall keep full and correct books of account and the same shall be open for inspection by a Unit Owner or any representative of any Unit Owner duly authorized in writing, at reasonable times and upon request by a Unit Owner. Upon ten days notice to the Board and upon payment of a reasonable fee, any Unit Owner shall be furnished a statement of his accounting, setting forth the amount of any unpaid Assessments or other charges due and owing from such Unit Owner.

ARTICLE VII

GENERAL RIGHT AND DUTIES OF THE ASSOCIATION

Section 1. Utility Services. The Association, for the benefit of all the Unit Owners, shall pay for the cost of any necessary utility services for the Common Areas and Facilities and such cost shall be treated as a Common Expense. Likewise, the cost of any utilities which are not separately metered or otherwise directly charged to individual Units shall be paid for by the Association.

Section 2. Additional Expenses. The Association for the benefit of all the Unit Owners shall pay for the materials, supplies, labor, services, maintenance, repairs, structural alterations,

insurance, social security payments, workmen's and unemployment compensation premiums, and other Common Expenses and Assessments which the Association is required to pay pursuant to the terms of the Declaration and these Bylaws 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 Bylaws.

Section 3. Right of Access. Each Unit Owner grants the right of access to his Unit to the Board of Managers, or any person authorized by the Board, for the purpose of making inspections, for the purpose of correcting any conditions originating in said Unit which threaten another Unit or Common Area or Facility, or for the purpose of performing necessary installations, alterations or repairs to the electrical or mechanical services or other Common Area or Facility in his Unit or elsewhere in the building in which the Unit is located, provided, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time of the necessitated entry or not.

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 or otherwise provided for in the Declaration and these Bylaws as it may deem advisable for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the Owners and occupants of the Condominium Property. Written notice of such rules and regulations shall be given to all Unit Owners and occupants and the Condominium Property shall at all times 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 of these Bylaws, the Declaration and Bylaws shall govern.

Section 5. Applicable laws. The Association shall be subject to and governed by the provisions of any statute adopted at any time and applicable to property submitted to the Condominium form of 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 Bylaws shall be resolved in favor of the Declaration and these Bylaws, and any 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, the Articles or Bylaws of the Association, and terms and provisions of the Declaration shall prevail, and the Unit Owners and all persons claiming under them covenant to vote in favor of such amendments in the Articles or Bylaws as will remove such conflicts or inconsistencies.

Section 6. Discharge of Mechanics' Liens. The Association, for the benefit of all Unit Owners, may pay, as a Common Expense, any amount necessary to discharge any mechanics' 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 Unit Owners; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specially assessed against said Unit Owners.

ARTICLE VIII

OWNERS' OBLIGATIONS

Section 1. Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of the Declaration, these Bylaws and the Rules adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a Unit Owner to comply with such documents and rules shall entitle the Association or other Unit Owners to the relief enumerated in the Declaration and these Bylaws, in addition to the remedies provided by Chapter 5311 of the Ohio Revised Code.

Section 2. Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of his tenants, suppliers, guests, or agents but only to the extent that such expense is not met by the proceeds of insurance carried by the Board of Managers. A Unit Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy or abandonment of a Unit or its appurtenances or of the Common Areas and Facilities.

Section 3. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Board to comply with the terms of the Declaration, these Bylaws, the Rules adopted pursuant to them and the documents and Rules as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

Section 4. No Waiver of Rights. The failure of the Association, the Board or any Unit owner to enforce any covenant, restriction or other provision of Chapter 5311 of the Ohio Revised Code, the Declaration, these Bylaws and Rules shall not constitute waiver of the right to do so thereafter.

ARTICLE IX

MISCELLANEOUS

Section 1. Construction of Provisions. The provisions of these Bylaws shall be literally construed to effectuate the purpose of creating a uniform plan for the development and operation of a condominium apartment community.