BRANDYWINE
PLATS 1-6

This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
WHEREAS, Sam A. Tiell, Inc., an Ohio corporation, is the owner of the following described real estate:

Lot number 130 to 137, inclusive, in Brandwine Plat I, a Subdivision in Springfield Township, Lucas County, Ohio;

WHEREAS, Sam A. Tiell is the owner of the following described real estate:

Lot number 173, 174, 197, 210 to 213 inclusive, 228 to 231 inclusive and 266 to 269, inclusive, in Brandwine Plat 11 through Vi, Subdivisions partly in Springfield Township and partly in Homelawn Township, Lucas County, Ohio and

WHEREAS, the said Sam A. Tiell, Inc. and Sam A. Tiell (collectively herein, the "Developers") desire that all the above-described lots (collectively herein, the "Real Property") be subjected to a uniform declaration of restrictions and

WHEREAS, the Real Property was previously subject to separate declarations of restrictions recorded at Microfiche No. 76-1436-107 and at Volume 80. of Maps, pages 6 and 10, Lucas County, Records and

WHEREAS, on March 27, 1963, said previous declarations of restrictions were annulled with respect to the Real Property pursuant to the respective Sections 8 thereof by separate writings and

WHEREAS, Developers desire to establish a general plan for the development of the Real Property which will be for their own benefit and for the benefit of all future owners or occupants of all or any part thereof.

NOW, THEREFORE, Developers, in consideration of the enhancement in the value of the Real Property by reason of the adoption of the restrictions hereinafter set forth, do for themselves, their heirs, successors, assigns, and legal representatives hereby declare and stipulate that said Real Property shall be conveyed by them subject to the following restrictions and conditions which shall run with the land and be incorporated by reference in all deeds and/or declarations of condominium ownership filed pursuant to Chapter 5911 of the Ohio Revised Code conveying interest in the Real Property.
Article 1. GENERAL

SECTION 1. LAND USE AND BUILDING TYPE. Lots number one hundred thirty (130) to one hundred thirty-seven (137), inclusive, one hundred seventy-three (173), one hundred seventy-four (174), one hundred ninety-seven (197), two hundred ten (210) to two hundred thirteen (213), inclusive, two hundred twenty-eight (228) to two hundred thirty-one (231), inclusive, and two hundred forty-six (246) to two hundred fifty-six (256), inclusive, shall be used for the development of condominiums only. Such condominium developments shall contain single family units only and shall be restricted to 1-story or 2-story buildings and shall include two-car attached garages for each unit contained therein for private use of the unit owners only.

SECTION 2. ARCHITECTURAL CONTROL. No condominium development, swimming pool, fence, hedge, sign, wall, grading, planting of any character, or other structure or facility shall be commenced, erected, or maintained, nor shall any alteration, addition or change be made on any lot, or to the buildings located on any lot which affects the exterior appearance thereof until the plans and specifications therefor, showing to the extent applicable, the nature, kind, shape, height, grade, materials, floor plans, garage location and style, parking facilities, landscaping, driveway location, color scheme, architectural style, location and approximate cost of such structure or work to be done and grading plan of the lot to be built upon, showing topographical data and surface drainage, shall have been submitted to and approved in writing by the Architectural Control Committee. The Committee shall have the right to refuse to approve any such plans or specifications or grading plans which are not suitable or desirable in its opinion for aesthetic or other reasons and in so pausing upon such plans, specifications and grading plans, it shall have the right to take into consideration the suitability of the proposed building or other structures and of the materials, with which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property and from the golf course at the side or rear, as to which harmonious and pleasing elevations are to be provided. The Architectural Control Committee shall set all building grades.

SECTION 3. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee shall consist of Sam A. Taci and Janet M. Taci who shall have charge of and keep all records of said Committee. In the event of death or resignation of either member of the Committee, the remaining member shall have full authority to designate a successor. If at any time a Committee
fails to exist by reason of the death and/or resignation of both Committee
members without the appointment of a successor or successors, a new Committee
may be elected by a majority of the voting power of the Brandywine Master
Association (as hereinafter established), effective upon the filing for record
of a written instrument signed by a duly appointed officer of said Association
with the formalities required by law.

All Plans and Specifications required to be approved or disapproved
by these covenants, shall be submitted to the Committee at the residence
address of any member in Lucas County, Ohio. The Committee shall approve or
disapprove said Plans and Specifications in writing within thirty (30) days
from date of their submission.

SECTION 4. EASEMENTS. Easements for installation and maintenance
of utilities and drainage facilities are reserved as shown on the recorded
plat.

SECTION 5. NUISANCES. No animal, fowl, or livestock of any kind
shall be kept or harbored on any lot; provided, however, the keeping within
any dwelling house of one domestic dog or cat is hereby permitted, so long as
such dog or cat does not become a nuisance to the owners or occupants of other
residences in Brandywine Phase I through VI.

SECTION 6. MISCELLANEOUS PROVISIONS.

(A) No structure of a temporary character, trailer, basement, tent,
shack, garage or other outbuilding shall be used as a residence on any portion
of the Real Property.

(b) All landscaping shown on the plans approved by the
Architectural Control Committee will be completed within sixty (60) days of
the first occupancy of any building if such occupancy occurs prior to
September 15 of any year and, if not, it shall be completed by June 15 of the
following year.

(C) No office, whether commercial or professional, shall be
installed, maintained or operated in any building on any portion of the Real
Property; provided, however, the Developers may maintain model condominium
units for sales and related purposes.

(d) Each condominium unit or, where applicable, each condominium
development is required to comply with the following restrictions:
1. 1600 sq. ft., per unit, for a one story (livable area)
2. 1600 sq. ft., per unit, for a two story (livable area)
3. No aluminum siding
4. No aluminum windows
5. 1 x 8 facia boards
6. Certain percent of brick (depending on design)
7. A minimum of five decorative trees of 2½" caliber, per Condominium Lot Area (as hereinafter defined)
8. Wooden mail boxes
9. Split rail fences only
10. No above-ground swimming pools
11. 40 ft. minimum rear yard
12. 50 ft. maximum front yard setback
13. Lots abutting Salisbury and Holloway Rd., 50 ft. minimum rear yard
14. An eight (8) foot planting screen as approved by the Architectural Control Committee to be installed at time of construction.

(E) No boat, trucks, or trailers shall be stored or parked in the streets, yards, or driveways of any portion of the Real Property.

(I) No debris, garbage or rubbish shall be permitted on any portion of the Real Property, except as may be stored in approved containers made for that purpose to be buried or kept in garage or basement. Any unnecessary debris left on any Condominium Lot Area during or after the construction of a building thereon may be removed by Developers and the owner of such Condominium Lot Area shall be liable to Developers for the cost of such removal.

(G) No clothes, sheets, blankets or other articles shall be hung out or exposed on any portion of the Real Property except on portable laundry dryers at locations specifically approved by the Architectural Control Committee and no laundry shall be hung for drying on Sundays or other legal holidays.

(H) No permanent sign of any character shall be erected, posted or displayed upon or about any portion of the Real Property without the written permission of the Architectural Control Committee.

(I) In all instances where plans and specifications are required to be submitted to and are approved by the Architectural Control Committee, if
subsequent therein there shall be any variance in the actual construction and location of improvements covered thereby, such variance shall be deemed a violation of these restrictions.

3. Each grantee of either of the Developers, by the acceptance of a deed of conveyance, and each Condominium Association (as hereinafter defined) created by the filing of any Declaration of Condominium Ownership pursuant to Chapter 5311 of the Ohio Revised Code, accepts the same, or shall be treated, subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of Developers and the Brandywine Master Association created or reserved by this Amended Declaration or by plat or deed restrictions heretofore recorded and not amended, and all easements, rights, benefits, and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and inure to the benefit of such owner, in like manner as if the provisions of this Amended Declaration were recited and stipulated in each and every deed of conveyance or Declaration of Condominium Ownership. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give Developers or their heirs, successors, assigns, or legal representatives, or the Brandywine Master Association, as the case may be, the right (1) to enter upon the land upon which, or to which, such violation or breach exists, and to summarily abate and remove at the expense of the owner thereof any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Developers or their heirs, successors, assigns, legal representatives, or the Brandywine Master Association, or its agents, shall not thereby be deemed guilty of any manner of trespass; or (2) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach. A failure of Developers, their successors, heirs, assigns, or legal representatives or of the Brandywine Master Association to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof and Developers shall at any or all times have the right to enforce the same.

(e) The several restrictions, covenants, conditions, agreements and other provisions herein contained shall run with the land and shall be binding upon all persons (whether natural, corporate, or otherwise) their heirs, executors, administrators, successors, assigns and legal representatives, who hold any interest whatsoever in any part of the real property, regardless of how or in what manner said interest is acquired, until the first day of
January, 1998, at which time this Amended Declaration shall be automatically extended for successive periods of ten (10) years except as otherwise provided in Article I, Section 6(L) hereof.

(L) This Amended Declaration may be further amended prior to January 1, 1998 with the written approval of not less than seventy-five percent (75%) of the voting power of the Brandywine Master Association, which amendment shall become effective from and after filing with the Recorder of Lucas County, Ohio of an instrument stating the amendment and signed by a duly appointed officer of said Association with the formalities required by law. These covenants and restrictions may be terminated as of January 1, 1998, and may be amended or terminated thereafter with the written approval of not less than sixty-six and two-thirds percent (66 2/3%) of the voting power of the Brandywine Master Association upon the filing of an instrument as aforesaid with the Recorder of Lucas County, Ohio.

(N) Developers shall have the right to construe and interpret these restrictions, and such construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound by such restrictions.

(N) No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, regardless of the frequency and number of violations or breaches that may occur.

(O) The invalidity of any restriction hereby imposed, or of any provisions hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforcibility or effect the remainder of this Amended Declaration.

(P) A violation of any of the rules and regulations adopted by Developers, or by the Brandywine Master Association Association, as the case may be, shall be deemed a violation of this Amended Declaration and may be enjoined as herein provided.

(Q) The rights, privileges and powers herein retained by Developers shall be assignable to, and shall inure to the benefit of their heirs, successors, assigns, and legal representatives.

ARTICLE II: CONDOMINIUM

SECTION 1: DEFINITIONS The following words when used in this Amended Declaration shall have the following meanings:
(A) "LOTS" shall mean those lots numbers 130 through 137, inclusive; 173, 174, 175, 210 through 213, inclusive; 228 through 231 inclusive; 246 through 250 inclusive, as said lots are shown on the recorded plat of "Brandywine Plats 1 through V", subdivisions, in Springfield and Monclova Townships, Lucas County, Ohio.

(B) "DEVELOPMENT" shall mean the real Property.

(C) "CONDOMINIUM LOT AREA" shall mean those lots and portions of lots designated as "Condominium Lot Area A" through "Condominium Lot Area F" as shown on Exhibit A, attached hereto and made a part hereof, and described as follows:

Condominium Lot Area A: Lot 197 Brandywine Plats III, Monclova Township, Lucas County, Ohio, and all that part of Lot 256 Brandywine Plats VI, Monclova Township, Lucas County, Ohio, bounded and described as follows:

BEGINNING at the Northeast corner of said Lot 256; thence South 00°01′00″ East, along the East line of said Lot 256, a distance of 193.31 feet to the Southeast corner of said Lot 256; thence South 80°30′55″ West, along the South line of said Lot 256, a distance of 76.65 feet to a point of curve; thence Westernly along the South line of said Lot 256 and a curve concave to the North having a radius of 1,983.55 feet, a central angle of 01°44′31″, a chord bearing South 80°30′55″ West for a chord distance of 60.33 feet and an arc distance of 60.33 feet; thence North 00°01′00″ West, parallel with the West line of said Lot 256, a distance of 100.65 feet to a point on the North line of said Lot 256; thence Easterly along the North line of said Lot 256 and a curve concave to the North having a radius of 1,1206.18 feet; a central angle of 01°46′33″, a chord bearing North 87°29′28″ East for a chord distance of 37.78 feet and an arc distance of 37.78 feet to the POINT OF BEGINNING.

Condominium Lot Area B: Lots 254 and 255 Brandywine Plats VI, Monclova Township, Lucas County, Ohio, and all that part of Lot 256 Brandywine Plats VI, Monclova Township, Lucas County, Ohio, bounded and described as follows:

BEGINNING at the Northwest corner of said Lot 256; thence South 00°01′00″ East, along the West line of said Lot 256, a distance of 193.31 feet to the Southwest corner of said Lot 256; thence Easterly along the South line of said Lot 256 and along a curve concave to the North having a radius of 1,983.55 feet, a central angle of 01°44′31″, a chord bearing North 80°30′55″ West for a chord distance of 60.33 feet and an arc distance of 60.33 feet; thence North 00°01′00″ West, parallel with the West line of said Lot 256, a distance of 100.65 feet to the North line of said Lot 256; thence Westernly along the North line of said Lot 256 and along a curve concave to the North having a radius of 1,1206.18 feet; a central angle of 01°46′33″, a chord bearing South 87°29′28″ East for a chord distance of 37.78 feet and an arc distance of 37.78 feet to a point of

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Condominium Lot Area C: LOT 252 and 253 Brandywine Plat VI, Monclova Township, Lucas County, Ohio.

Condominium Lot Area D: LOT 250 and 251 Brandywine Plat VI, Monclova Township, Lucas County, Ohio, and all that part of LOT 249 Brandywine Plat VI, Monclova Township, Lucas County, Ohio, bounded and described as follows:

BEGINNING at the Southeast Corner of said LOT 249; thence South 88°35'15" West, along the South Line of said LOT 249, a distance of 93.92 feet; thence South 23°59'33" East, a distance of 208.62 feet to the northeasterly line of said LOT 249; thence Southeasterly along the Northeasterly line of said LOT 249 and along a curve concave to the Northeast having a radius of 180.00 feet, a central angle of 09°12'50", a chord bearing South 70°41'56" West for a chord distance of 29.94 feet and an arc distance of 30.46 feet to the Northeast Corner of said LOT 249; thence South 14°26'16" West, along the Easterly Line of said LOT 249, a distance of 184.92 feet to the POINT of BEGINNING.

Condominium Lot Area F: LOT 248 Brandywine Plat VI, Monclova Township, Lucas County, Ohio, and all that part of LOT 249 Brandywine Plat VI, Monclova Township, Lucas County, Ohio, bounded and described as follows:

BEGINNING at the Southwest Corner of said LOT 249; thence North 42°00'00" East, along the Northwesterly line of said LOT 249, a distance of 266.53 feet to the most Northerly corner of said LOT 249; thence Southeastery along the Northeasterly line of said LOT 249 and along a curve concave to the Northeast having a radius of 180.00 feet, a central angle of 18°00'25", a chord bearing South 57°00'04" East for a chord distance of 56.34 feet and an arc distance of 56.57 feet; thence South 23°59'33" West, a distance of 208.62 feet to the South Line of said LOT 249; thence South 88°12'50" West, along the South Line of said LOT 249, a distance of 113.12 feet to a point of curve; thence Westerly along the South Line of said LOT 249 and along a curve concave to the South having a radius of 67.78 feet, a central angle of 04°59'00", a chord bearing South 88°12'50" West for a chord distance of 54.58 feet and an arc distance of 54.60 feet to the POINT of BEGINNING.

Condominium Lot Area G: LOT 247 and South 40 feet of LOT 246 Brandywine Plat VI, Monclova Township, Lucas County, Ohio.

Condominium Lot Area H: North 40 feet of LOT 246 Brandywine Plat VI, all of LOT 241 and South 50 feet of LOT 240 Brandywine Plat VI, Monclova Township, Lucas County, Ohio.

Condominium Lot Area I: LOTS 228, 229 and the North 50 feet of LOT 230, Brandywine Plat VI, Monclova Township, Lucas County, Ohio.

Condominium Lot Area J: LOTs 217 and 218 Brandywine Plat IV, Monclova Township, Lucas County, Ohio.
Condominium Lot Area I: Lots 710 and 711 Brandywine Plat IV, Monclova Township, Lucas County, Ohio, and all that part of Lot 174 Brandywine Plat II, Monclova Township, Lucas County, Ohio, bounded and described as follows:

BEGINNING at the Southeast Corner of said Lot 174; thence South 86°10'25" West, along the South line of said Lot 174, a distance of 180.02 feet to the Southeast Corner of said Lot 174; thence North 07°71'50" West, along the West line of said Lot 174, a distance of 65.09 feet; thence North 87°43'39" East, a distance of 187.29 feet to the East line of said Lot 174; thence Southerly along the East line of said Lot 174 and along a curve concave to the East having a radius of 2,712.23 feet, a central angle of 07°30'14", a chord bearing South 03°02'58" East for a chord distance of 60.00 feet and an arc distance of 60.00 feet to the POINT OF BEGINNING.

Condominium Lot Area K: Lot 173 Brandywine Plat II, Monclova and Springfield Townships, Lucas County, Ohio, and all that part of Lot 174 Brandywine Plat, Monclova Township, Lucas County, Ohio, bounded and described as follows:

BEGINNING at the Northeast Corner of said Lot 174; thence South 88°45'49" West, along the North line of said Lot 174, a distance of 187.79 feet to the Northeast corner of Lot 174; thence South 07°24'50" East, along the West line of said Lot 174, a distance of 43.40 feet; thence North 87°43'39" East, a distance of 187.29 feet to the East line of said Lot 174; thence Northerly along the East line of said Lot 174 and along a curve concave to the East having a radius of 2,212.23 feet, a central angle of 07°02'10", a chord bearing North 07°45'16" West for a chord distance of 40.00 feet and an arc distance of 40.00 feet to the POINT OF BEGINNING.

Condominium Lot Area L: Lot 137 Brandywine Plat I, Springfield Township, Lucas County, Ohio, and all that part of Lot 136 Brandywine Plat I, Springfield Township, Lucas County, Ohio, bounded and described as follows:

BEGINNING at the Southwest Corner of said Lot 136; thence North 86°08'39" East, along the South line of said Lot 136, a distance of 207.29 feet to the Southwest Corner of said Lot 136; thence Northerly along the East line of said Lot 136 and along a curve concave to the West having a radius of 1,773.34 feet, a central angle of 07°13'40", a chord bearing North 02°28'11" West for a chord distance of 38.00 feet and an arc distance of 38.00 feet; thence South 86°54'39" West, a distance of 207.24 feet to the West line of said Lot 136; thence South 02°25'01" East, along the West line of said Lot 136, a distance of 33.67 feet to the POINT OF BEGINNING.

Condominium Lot Area N: Lot 135 Brandywine Plat I, Springfield Township, Lucas County, Ohio, and all that part of Lot 136 Brandywine Plat I, Springfield Township, Lucas County, Ohio, bounded and described as follows:

BEGINNING at the Northwest Corner of said Lot 136; thence North 86°49'41" East, along the North line of said Lot 136, a distance of 200.49 feet to the Northwest Corner.
of said Lot 136; thence Southerly along the East line of
said Lot 136 and along a curve concave to the West having
a radius of 1,773.34 feet, a central angle of 01°13'40'', a
chord bearing South 04°07'19'' East for a chord distance of
64.62 feet and an arc distance of 64.62 feet; thence South
86°34'59'' West, a distance of 202.74 feet to the West line
of said Lot 136; thence North 02°23'01'' West, along the
West line of said Lot 136, a distance of 57.36 feet to the
POINT OF BEGINNING.

Condominium Lot Area N: Lot 114 and the South 78.00 feet
of Lot 131, Brandywine Plat I, Springfield Township, Lucas
County, Ohio.

Condominium Lot Area N: The North 22.00 feet of Lot 133
and all of Lot 122 Brandywine Plat I, Springfield
Township, Lucas County, Ohio, and also all that part of
Lot 131 Brandywine Plat I, Springfield Township, Lucas
County, Ohio, bounded and described as follows:

BEGINNING at the Southwest Corner of said Lot 131;
thence South 04°44'25'' East, along the South line of said
Lot 131, a distance of 152.26 feet to the Southeast Corner
of said Lot 131; thence Northerly along the East line of
said Lot 131 and along a curve concave to the Southwest
having a radius of 301.00 feet, a central angle of
02°34'23'', a chord bearing North 06°37'16'' East for a
chord distance of 12.50 feet and an arc distance of 12.50
feet; thence North 42°01'02'' West, a distance of 155.71
feet to the West line of said Lot 131; thence South
02°23'01'' East, along the West line of said Lot 131, a
distance of 20.01 feet to the POINT OF BEGINNING.

Condominium Lot Area P: Lot 130 Brandywine Plat I,
Springfield Township, Lucas County, Ohio, and all that
part of Lot 131 Brandywine Plat I, Springfield Township,
Lucas County, Ohio, bounded and described as follows:

BEGINNING at the Northwest Corner of said Lot 131,
thence South 65°21'05'' East, along the North line of said
Lot 131, a distance of 199.34 feet to the Northeast Corner
of said Lot 131; thence Southerly along the East line of
said Lot 131 and along a curve concave to the Southeast
having a radius of 265.00 feet, a central angle of
16°39'57'', a chord bearing South 16°10'38'' West for a
chord distance of 76.23 feet and an arc distance of 76.50
feet; thence North 82°01'02'' West, a distance of 155.70
feet to the West line of said Lot 131; thence North
02°23'01'' West, along the West line of said Lot 131, a
distance of 194.81 feet to the POINT OF BEGINNING.

(D) "SITE PLAN" shall mean that plan for the arrangement of structures on Condominium Lot Areas A through P as shown on Exhibit A hereto, which plan further assigns the number of dwelling units to be constructed on each Condominium Lot Area.

(E) "LARGE SCALE BUILDING" shall mean any building hereafter constructed on any Condominium Lot Area containing not less than 3 and not more than 5 dwelling units under one roof, whether or not subject to a
(F) "LIVING UNIT" shall mean an individual living unit within any
Condominium Building within the Development.

(G) "CONDOMINIUM ASSOCIATION" shall mean any individual association
of owners of Dwelling Units located within a Condominium Building.

(H) "BRANDYWINE MASTER ASSOCIATION" or "ASSOCIATION" shall mean
that association of owners of Condominium Lot Areas or Dwelling Units as
hereinafter created.

SECTION 2. BUILDING LOCATION. No more than one (1) Condominium
building shall be erected on each of Condominium Lot Areas A through D. No
Condominium Building shall be erected, reconstructed, placed or suffered to
remain on any Condominium Lot Area other than as shown on the Site Plan
without the express written consent of the Architectural Control Committee.

SECTION 3. BRANDYWINE MASTERS ASSOCIATION.

(A) Developers hereby create the Brandywine Master Association
("Association"), which developers shall incorporate as a non-profit corpora-
tion of the name or a similar name. The Association shall have those duties
and responsibilities as set forth in Section 3(D) hereof.

(B) Each owner of a Dwelling Unit within the Development shall be a
member of the Association and shall be entitled to one vote for each such
Dwelling Unit owned; provided, however, that if title to a Dwelling Unit is in
more than one person, such co-owners acting jointly shall be entitled to but
one vote. The owner of any Condominium Lot Area whether improved or otherwise
and not subordinated to Condominium ownership pursuant to Chapter 511 of the
Ohio Revised Code shall be entitled to that number of votes equal to the
number of Dwelling Units assigned to such Condominium Lot Area by the Site
Plan; provided, however, that if title to a Condominium Lot Area is in more
than one person, such co-owners acting jointly shall be entitled to only the
number of votes so assigned to such Condominium Lot Areas.

(C) Developers shall be authorized, either through their own
actions or persons designated by them, to exercise the powers and responsibil-
ities otherwise assigned by law or by this branded declaration to the
Association or to its board of trustees or officers, such authorization,
unless Developer chooses to relinquish such rights at an earlier date, shall extend from the establishment of the Association until the conveyance of ownership interests representing seventy-five percent (75%) of the voting power of the Association as set forth in paragraph (B) above. Not later than thirty (30) days after the expiration of any period during which the Developers retain control of the Association under this paragraph, the members of the Association shall meet and elect all members of the Board of Trustees of the Association.

II (A) The Association shall have the sole responsibility for maintenance of the grounds of all Condominium Lot Areas, exclusive of those areas occupied by Condominium Buildings; provided, however, that there shall be no obligation of the Association to maintain any undeveloped Condominium Lot Area. The Association and its agents and employees shall have the right to enter upon all portions of all Condominium Lot Areas, except for those areas occupied by Condominium Buildings, at all reasonable times for the purpose of carrying out maintenance activities. Nothing herein contained shall preclude the Association from delegating to firms, persons, corporations or other entities, any duties and responsibilities of the Association as its Board of Trustees shall specify, and to provide for reasonable compensation for the performance thereof; provided, however, that the term of any contract or agreement delegating such duties and responsibilities shall not exceed one (1) year. Maintenance for which the Association shall be responsible shall include, but not necessarily be limited to:

(i) Ground care for all outside areas within the Development. "Ground care" is defined as cutting and trimming all lawns, trimming of bushes and shrubbery, application of fertilizer and weed control, trimming and spraying of trees, weeding flower beds, raking leaves and generally maintaining a high quality appearance and condition of the grounds. "Ground care" does not include repair, reseeding, grading or similar activities necessitated by work performed in conjunction with the repair and maintenance of individual Condominium Buildings.

(ii) Maintenance and repair of all driveways, sidewalks, and parking lots, including sweeping and removing snow therefrom. "Maintenance and repair" does not include repair, repaving or similar activities necessitated by work performed in conjunction with the repair and maintenance of individual Condominium Buildings.
(iii) Legal and accounting services for the Association.

(iv) Maintenance of drainage ditches along Holloway and Salisbury Roads adjacent to the development.

(v) Such other activities and services as the Association shall deem appropriate for the maintenance, conservation, and beautification of the development and for the health, comfort, safety and general welfare of the residents of the development.

(vi) Notwithstanding any other obligation contained in this Amended Declaration, the Association shall not be responsible for the initial landscaping of any Condominium Lot Area. Initial landscaping shall be the sole responsibility of each Condominium Association, or owner of a Condominium Lot Area, as the case may be. The Association shall not responsible for maintenance of any Condominium Lot Area until such time as a Condominium Building is erected thereon and initial landscaping is completed.

(vii) Each Condominium Association, or owner of a Condominium Lot Area, as the case may be, and the owners of all dwelling units therein shall be solely responsible for the maintenance and repair of the structures located on each Condominium Lot Area (including, but not limited to, antennas, air conditioning units, or hot water, garages, patios, privacy fences, pipes, wires or the like serving such buildings); provided, however, that any changes in the external decor of the buildings, any additions to the buildings and any new construction must be approved by the Architectural Control Committee.

(viii) The Association may require, upon a vote of seventy-five percent (75%) of the voting power of the Association or such lesser percentage as may be permitted by the Bylaws of the Association, that a particular Condominium Association, or the owner of a Condominium Building, as the case may be, perform maintenance or repairs deemed by the Association necessary to maintain the external appearance or the structural integrity of the Condominium Building involved. If such Condominium Association or other owner refuses to perform such repairs, the Association may cause the performance of such repairs, and levy assessments therefor against the dwelling units involved, and may use the enforcement procedures set forth below to collect such assessments.

(ix) Assessments for the payment of expenses incurred by the Association shall be collected from each member of the Association as provided for herein. The assessment shall be paid to the Association and shall be used by
the Association to pay the expenses in connection with its duties hereunder. The owner of any undeveloped Condominium Lot Area, and the owner of any Condominium Building that has not been submitted to Condominium Ownership pursuant to Chapter 511 of the Ohio Revised Code shall have all those duties and responsibilities as if such owner of a Condominium Building or Condominium Lot Area owned each and every Dwelling Unit assigned to such Condominium Building or Condominium Lot Area by the Site Plan. Expenses, as well as profits of the Association shall be divided equally among all members of the Association, according to their relative proportion of voting power.

(1) The Developers shall be responsible for their respective shares of expenses of the Association attributable to those Condominium Lot Areas and/or Dwelling Units in which they each retain ownership. Each owner of a Condominium Lot Area or a Dwelling Unit, other than Developers, shall be responsible for his share of Association expenses incurred after the date upon which such owner takes title to such Condominium Lot Area or Dwelling Unit.

(2) During the Developers' period of control as provided in Section 3(C) hereof, Developers shall keep correct and complete books and records of account, specifying the receipts and expenditures relating to the Association. Said books and records shall also contain minutes of the proceedings of the Association and its Board of Trustees and shall, to the best knowledge of Developers, specify the names and addresses of all owners of Dwelling Unit owners and of all owners of Condominium Lot Areas not submitted to Condominium Ownership pursuant to Chapter 511 of the Ohio Revised Code. The books shall also specify for each owner the share of the expenses chargeable to the owner's account and shall reflect appropriate credits to each owner's account for assessments paid by such owner and for each owner's share of the common profits. The Developers shall turn over such books and records to the Board of Trustees of the Association at such time as is agreed to between the Association and the Developers, which time shall be no later than the date when the elected Board of Trustees assumes control of the Association, as hereinafter set forth. At the time the Developers turn the books and records over to the Board of Trustees, the Board of Trustees shall assume full responsibility for keeping such books and records in the manner provided above for the Developer, and Developer shall be released from further responsibility in regard to such books and records and the keeping thereof.

(3) Each Dwelling Unit or Condominium Lot Area owner shall pay the periodic assessment attributable to his interest when due as provided in the Bylaws. Any balance owing the Association on the account of an owner as of
the 31st day of December each year, as shown on the books of the Association, shall be paid with and in addition to the next periodic assessment due the Association after such 31st day of December. Notwithstanding the above, the Association may require owners to pay special assessments at such times as the Association deems fit or as the Bylaws require.

(L) If any assessments or common expenses chargeable against a Dwelling Unit or Condominium Lot Area remain unpaid for ten (10) days after the same have become due and payable, the Association shall have a lien upon the estate or interest in any Dwelling Unit of such owner and his percentage interest in the common areas and facilities appurtenant thereto, or upon such owner's estate or interest in any Condominium Lot Area, as the case may be, to the extent of any balance owing the Association by such owner, as shown on the books of the Association. Said lien shall be effective from the time a certificate thereof, subscribed by the President or Treasurer of the Association, is filed with the Recorder of Lucas County, Ohio, pursuant to authority given by the Board of Trustees of the Association. Such certificate shall contain a legal description of the Dwelling Unit or Condominium Lot Area, the name or names of the record owner or owners thereof and the amount of such unpaid balance owing to the Association. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge such lien.

(M) The lien provided for in Section 3(L) hereof shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages which have previously been filed for record and may be foreclosed in an action brought by the Association in the same manner as a mortgage on real property. In any such foreclosure action, the owner or owners of the Dwelling Unit or Condominium Lot Area affected shall be required to pay a reasonable rental for such Dwelling Unit or Condominium Lot Area during the pendency of such action, and the Association in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become a purchaser at the foreclosure sale.

(N) Any Dwelling Unit or Condominium Lot Area owner who believes that the amount chargeable to his interest for which a certificate of lien has been filed by the Association, has been improperly charged against him or his interest may commence an action for discharge of the lien in the Court of Common Pleas of Lucas County, Ohio.
An acquirer of ownership interest in a dwelling unit or a Condominium in Area shall be jointly and severally liable with the former owner of such interest for the entire balance owing the Association by the former owner at the time of conveyance of such interest to the acquirer, as shown on the books of the Association, without prejudice to the acquirer's right to recover from the former owner for amounts paid by the acquirer. However, any such acquirer of an ownership interest shall be entitled to a statement from the Association setting forth the balance owed to the Association by the former owner of such interest and the acquirer shall not be liable for nor shall the interest conveyed be subject to a lien for any unpaid balance owed the Association by the former owner in excess of the amount set forth in such statement for the period reflected in such statement. Notwithstanding the above, the first mortgage holder shall not be liable for common expenses incurred or common assessments due prior to said first mortgagee acquiring title to an interest at foreclosure sale.

IN WITNESS WHEREOF, Sam A. Tisci, Inc., an Ohio corporation, and Sam A. Tisci have caused this Amended Declaration to be signed on this twenty-fifth day of March, 1983.

SAM A. TISCI, INC.

By _______________________________
Sam A. Tisci, President

Janet M. Tisci, wife of Sam A. Tisci, hereby consents to the foregoing Amended Declaration of Restrictions.

Janet M. Tisci

STATE OF OHIO )
) SS:
COUNTY OF LUCAS )

Before me, a Notary Public in and for said County, personally appeared Sam A. Tisci, President of Sam A. Tisci, Inc., Developer herein, who acknowledged that he did sign said instrument as such officer of the corporation and on behalf of the corporation and by authority of its Board of Directors; and that said instrument is the voluntary act and deed of Sam A. Tisci as such officer and the voluntary act and deed of said corporation for the sake and purposes therein expressed.
In testimony whereof, I have hereunto subscribed my name and affixed my official seal this 25th day of March, 1983.

[Signature]

Notary Public

MARLENE V. HANER
Notary Public, Lucas County, Ohio
My Commission Expires May 22, 1997

STATE OF OHIO

COUNTY OF LUCAS

Before me, a Notary Public in and for said County, personally appeared Sam A. Tisci, Developer herein, and Janet M. Tisci, his wife, who acknowledged that they did sign the foregoing instrument and that the same is their voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 25th day of March, 1983.

[Signature]

Notary Public

MARLENE V. HANER
Notary Public, Lucas County, Ohio
My Commission Expires May 22, 1997

This instrument prepared by:

Fuller & Henry
Toledo, Ohio 43604
BYLAWS
OF
BRANDYWINE MASTER ASSOCIATION

The within Bylaws are adopted pursuant to the Brandywine Pls's I through VI Amended Declaration of Restrictions under Chapter 3111 of the Ohio Revised Code, which Amended Declaration of Restrictions was filed for record at microfiche Nos. 83-232804-008. Their purpose is to provide for the establishment of a master association for the government of the condominium property in the manner provided by the Amended Declaration and by these Bylaws. All present or future owners or tenants and 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 Amended Declaration or these Bylaws, and shall be subject to any restriction, condition or administrative regulation hereafter adopted by the Board of Trustees of Brandywine Master Association or the Developer during its period of control. The mere acquisition, rental or lease of any of the family units hereafter called "units," located within the condominium property described in the Amended Declaration, or the mere act of occupancy of any of the units will constitute acceptance and ratification of the Amended Declaration and of these Bylaws.

ARTICLE I: THE ASSOCIATION

A. Name and Nature of Association. The Association shall be called Brandywine Master Association, hereafter called "Master Association."

B. Membership. The Grantor, so long as it owns any family units, and each unit owner upon acquisition of his interest in the unit, shall automatically become a member of the Master Association. Such membership shall terminate upon the sale or other disposition by the Grantor of its units, at which time the new owner of such unit shall automatically become a member of the Master Association.
C. Voting Rights. There shall be one voting member for each family unit. Grantee shall be entitled to vote each family unit owned by it with the same voting power as any other unit owners.

D. Proxies. Members may vote or act in person or by written proxy. The person appointed as proxy need not be a member of the Master 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 Trustees of the Master Association and shall be revocable at any time by actual notice to the Board of Trustees by the member or members making such designation. Notice to the Board of Trustees in writing or in open meeting of the revocation of the declaration of a proxy shall not affect any vote or act previously taken or authorized. No proxy shall be valid for more than three years from date of execution.

E. Meeting of Members.

1. Authority of Developer. As provided in the Amended Declaration, the Developer shall exercise the powers and responsibilities of the Master Association, the Board of Trustees or other officers until such time as the Developer's control is terminated pursuant to the Amended Declaration, unless Developer voluntarily relinquishes such control at an earlier time.

2. Annual Meeting. The annual meeting of members of the Master Association for the election of members of the Board of Trustees, 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 Master Association, or at such other place as may be designated by the Board of Trustees and specified in the notice of such meeting at a time specified in such notice. Not later than the time that twenty-five percent (25%) of the family units have been sold and conveyed by the Developer in the condominium development, the unit owners other than the Developer shall elect not less than twenty-five percent (25%) of the members of the Board of Trustees. Not later than the time that fifty percent (50%) of
the family units have been sold and conveyed, such unit owners shall elect not less than thirty-three and one-third percent (33-1/3%) of the members of the Board of Trustees. Developer's right to exercise control over the Master Association and the Board of Trustees is subject to the unit owners' right to elect a certain percentage of the Board of Trustees as provided in this paragraph, and Developer shall not remove members of the Board of Trustees so elected by the unit owners exclusive of the Developer, and shall exercise his right to control the Master Association and the Board of Trustees in conjunction with said elected members of the Board of Trustees. The Developer's right to retain control over the Master Association shall expire upon the earlier of (i) thirty (30) days after sale and conveyance of seventy-five percent (75%) of the family units, or (ii) three (3) years after the Master Association is established, or (iii) when the Developer notifies the unit owners in writing that he is terminating his exercise of control. Within thirty (30) days of the expiration of Developer's control of the Master Association, the unit owners shall meet and elect all members of the Board of Trustees and all other officers of the Master Association.

The annual meeting of members of the Master Association shall be held on the third Monday of May at a time and place to be specified in a written notice from the Board of Trustees. If the Board of Trustees does not establish a time and place for meeting, then the meeting shall be on the last day of the month aforesaid at 7:00 p.m., if not a legal holiday, and if a legal holiday, then on the next succeeding business day at the same time.

3. Special Meetings. Special meetings of the members of the Master Association may be held on any business day when called by the Developer, the president of the Master Association, or by the Board of Trustees of the Master Association, or by members entitled to exercise at least twenty-five percent (25%) of the voting power of the Master Association. Request for a special meeting shall be in writing and shall indicate the matter or matters to be discussed or upon which action is to be taken. Upon request in writing
delivered either in person or by certified mail to the president or the
secretary of the Master Association by any persons entitled to call a meeting
of 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
(7) nor more than sixty (60) days after the receipt of such request as such
officer may fix. If such notice is not given within thirty (30) 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 the office of the Master Association or at such
other place as shall be specified in the notice of the meeting.

4. Notices of Meetings. Not less than ten (10) nor more than sixty
(60) days before the day fixed for a meeting of the members of the Master
Association, written notice stating the time, place and purpose of such
meeting shall be given by or at the direction of the secretary of the Master
Association, or by any other person or persons required or permitted by these
Bylaws or by the Board of Trustees to give such notice. The notice shall be
given by personal delivery or by mail to each member of the Master Association
who is an owner of a unit of record as of the day next preceding the day on
which notice is given. If mailed, the notice shall be addressed to the
members of the Master Association at their respective addresses as they appear
on the records of the Master Association. If mailed, notice shall be deemed
complete upon placing same in the U.S. mail, postage prepaid. Notice of the
time, place and purpose of any meeting of members of the Master Association
may be waived in writing, either before or after the holding of such meeting,
by any members of the Master Association, which writing shall be filed with or
entered upon the records of the meeting. The attendance of any member of the
Master Association at any such meeting without protesting, prior to or at the
commencement of the meeting, shall be deemed to be a waiver by him of notice
of such meeting.
5. Quorum and Adjournment. Except as may be otherwise provided by law or by the Amended Declaration, at any meeting of the members of the Master Association, the members of the Master Association entitled to exercise a majority of the voting power of the Master Association present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, by the Amended Declaration or by these Bylaws to be authorized or taken by a designated percentage of the voting power of the Master Association may be authorized or taken by a lesser percentage; and provided further, that the members of the Master Association entitled to exercise a majority of the voting power represented at a 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 within thirty (30) days and announced at such meeting.

5. Order of Business. The order of business at all meetings of members of the Master Association shall, unless agreed upon by those voting members present by person or proxy, be as follows:

(1) Calling meeting to order;
(2) Proof of notice of meeting or waiver of notice;
(3) Reading of minutes of preceding meeting;
(4) Reports of officers;
(5) Reports of committees;
(6) Election of inspectors of election;
(7) Election of trustees;
(8) Unfinished and/or old business;
(9) New business;
(10) Adjournment.
ARTICLE II. BOARD OF TRUSTEES

A. Number and Qualification. The Board of Trustees shall consist of not less than three (3) persons nor more than seven (7) persons. Members of the Board of Trustees are not required to be unit owners.

B. Election of Trustees; Vacancies. The Trustees shall be elected at each annual meeting of members of the Master Association or at a special meeting called for the purpose of electing trustees. At a meeting of members of the Master Association at which trustees are to be elected, only persons nominated as candidates shall be eligible for election as Trustees and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board of Trustees, however caused, the remaining trustees, though less than a majority of the whole authorized number of trustees, may, by the vote of a majority of their number, fill any such vacancy for the unexpired term.

C. Term of Office; Resignations. Each trustee shall hold office until the next annual meeting of the members of the Master Association and until his successor is elected, or until his earlier resignation, removal from office or death. Any trustee may resign at any time by oral statement to that effect made at a meeting of the Board of Trustees or in a writing to that effect delivered to the secretary of the Master Association; such resignation to take effect immediately or at such other time as the manager may specify. Members of the Board of Trustees shall serve without compensation.

D. Organization Meeting. Immediately after each annual meeting of members of the Master Association, the trustees shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

E. Regular Meetings. Regular meetings of the Board of Trustees may be held at such time and places as shall be determined by a majority of the trustees, but at least two such meetings shall be held during each year.
F. Special Meetings. Special meetings of the Board of Trustees may be held at any time upon call by the president or any trustee. Written notice of the time and place of each such meeting shall be given to each trustee either by personal delivery or by mail, which shall be deemed delivered when placed in the U.S. mail, postage prepaid, or by telegram or telephone at least seven (7) days before the meeting, which notice need not specify the purpose of the meeting; provided, however, that attendance of any trustee 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 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 organization, regular or special meeting.

G. Quorum; Adjournment. A quorum of the Board of Trustees shall consist of a majority of the trustees then in office; provided that a majority of the trustees 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 need not be given if the time and place to which such meeting is adjourned are fixed within thirty (30) days and announced at such meeting. At such meeting of the Board of Trustees 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 Amended Declaration or in these bylaws.

H. Removal of Trustees. At any regular or special meeting of members of the Master Association duly called, at which a quorum shall be present, any one or more of the trustees may be removed with or without cause by the vote of members entitled to exercise seventy-five percent (75%) of the voting power of the Master Association, and a successor or successors to such trustee or trustees so removed shall then and there be elected to fill the
vacancy or vacancies thus created. Any trustee whose removal has been proposed by the members of the Master Association shall be given an opportunity to be heard at such meeting.

I. Fidelity Bonds. The Board of Trustees shall require that all officers and employees of the Master Association handling or responsible for Master Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Master Association and shall be a common expense.

J. Powers of Board of Trustees. The Board of Trustees, or Developer during his period of control, is to exercise all the powers and authority of the Master Association and to fulfill all the duties of the Master Association. The Board of Trustees, or the Developer during his period of control, may engage a manager or managing agent.

ARTICLE III: OFFICERS

A. Election and Designation of Officers. The Board of Trustees shall elect a president, a vice president, a secretary-treasurer or a secretary and a treasurer, each of whom shall be a member of the Board of Trustees and any member of the Board of Trustees can hold more than one office. The Board of Trustees may also appoint an assistant treasurer and an assistant secretary and such other officers as in their judgment may be necessary who are not members of the Board of Trustees but who are members of the Master Association.

B. Term of Office; Vacancies. The officers of the Master Association shall hold office until the next organization meeting of the Board of Trustees and until their successors are elected, except in case of resignation, removal from office or death. The Board of Trustees may remove any officer at any time with or without cause by a majority vote of the trustees then in office. Any vacancy in any office may be filled by the Board of Trustees.
G. President. The president shall be the chief executive officer of the Master Association. He shall preside at all meetings of members of the Master Association and shall preside at all meetings of the Board of Trustees. Subject to directions of the Board of Trustees, the president shall have the general executive supervision over the business and affairs of the Master Association. He may execute all authorized deeds, contracts and other obligations of the Master Association and shall have such other authority and shall perform such other duties as may be determined by the Board of Trustees or otherwise provide for in the Amended Declaration or in these Bylaws.

D. 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 Trustees.

E. Secretary. The secretary shall keep the minutes of the meetings of the members of the Master Association and of the Board of Trustees. He shall attest the execution of all authorized deeds, contracts and other obligations of the Master Association. He shall keep such books as may be required by the Board of Trustees, shall give notices of meetings of members of the Master Association and of the Board of Trustees 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 of Trustees.

F. Treasurer. The treasurer shall receive and have in his charge all money, bills, notes and similar property belonging to the Master Association, and shall do with the same as may be directed by the Board of Trustees. He shall keep accurate financial accounts and hold the same open for the inspection and examination of the trustees and shall have such authority and shall perform such other duties as may be determined by the Board of Trustees.

G. Other Officers. The assistant secretaries and assistant treasurers, if any, and any other officers whom the Board of Trustees may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board of Trustees.
H. Delegation of Authority and Duties. The Board of Trustees 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.

ARTICLE IV: GENERAL POWERS OF THE MASTER ASSOCIATION

A. Payments from Maintenance Funds. The Master Association, for the benefit of all the owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for, the following:

1. Casualty Insurance. A policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Amended Declaration, the amount of which insurance shall be reviewed annually.

2. Liability Insurance. A policy or policies insuring the Master Association, the members of the Board of Trustees, 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 and units, as provided in the Amended Declaration, the limits of which policy shall be reviewed annually.

3. Workers' Compensation. Workers' compensation and unemployment compensation insurance to the extent necessary to comply with any applicable laws.

4. Wages and Fees for Services. The services of any person or firm employed by the Master Association or Developer, including, without limitation, the services of a person or firm to act as a manager or managing agent under a management agreement for the condominium property, the services of any person or persons required for the maintenance or operation of the condominium property, and legal and/or accounting services necessary or proper in the operation of the condominium property, or for the enforcement of the Amended Declaration, Bylaws or administrative regulations, and for the organization, operation and enforcement of the rights of the Master Association.
5. Additional Expenses. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Master Association is required to secure or pay for pursuant to the terms of the Amended Declaration, Bylaws, regulations or by law, which in its opinion shall be necessary or proper for the maintenance and operation of the condominium property or for the enforcement of the Amended Declaration, Bylaws and regulations.

6. 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 Master Association constitute a lien against the condominium property or against the common areas and facilities, rather than merely against the interest therein of particular 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 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 Master Association by reason of said lien or liens shall be specifically assessed to said owners.

7. Capital Additions and Improvements. The Master Association's powers hereinabove enumerated shall be limited in that the Master Association shall have no authority to acquire and pay for out of the maintenance fund 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 Amended Declaration and these Bylaws) having a total cost in excess of Five Hundred Dollars ($500.00), nor shall the Master Association authorize any structural alterations, capital additions to, or capital improvements of the common areas and facilities requiring an expenditure in excess of Five Hundred Dollars ($500.00), without in each case the prior approval of the members of the Master Association entitled to exercise a majority of the voting power of the Master Association.
8. Certain Utility Services to Units. The Master Association may pay from the maintenance fund for waterlines, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual unit owners. However, the Master Association may discontinue such payments at any time, in which case each owner shall be responsible for direct payment of his share of such expenses as shall be determined by the Board of Trustees of the Master Association. The Master 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 Trustees, by such owner of any utility service, the expense of which is charged to the maintenance fund.


(a) Rules and Regulations. The Master Association, by vote of the members entitled to exercise a majority of the voting power of the Master Association, may adopt such reasonable rules and regulations and from time to time amend the same supplementing the provisions set forth in the Amended 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 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 Amended Declaration or of these Bylaws, the provisions of the Amended Declaration and of these Bylaws shall govern.

(b) No Active Business to be Conducted for Profit.

Nothing herein contained shall be construed to give the
Master Association authority to conduct an active business for profit on behalf of all the owners or any of them.

(c) Special Services. The Master 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, including, without limitation, cleaning, repair and maintenance of units. Fees for such special services and facilities shall be determined by the Board of Trustees and may be charged directly to participating owners, or paid from the maintenance fund and levied as a special assessment due from the participants.

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

(e) Applicable Laws. The Master 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 provisions of the Amended Declaration and these Bylaws.
shall be resolved in favor of the Amended 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 Amended Declaration and the Bylaws of the Master Association, the terms and provisions of the Amended Declaration shall prevail, and the owners and all persons claiming under them covenant to vote in favor of such amendments in the Bylaws as will resolve such conflicts or inconsistencies.

(1) General Authority of Board. Except where otherwise specifically limited by the Amended Declaration or Bylaws, the Master Association shall conduct its affairs and take action through its Board of Trustees or the Developer during his period of control, which shall have the general power and duty to do all those things necessary and proper to carry out the purposes of the Master Association.

ARTICLE V: PREPARATION OF BUDGET, DETERMINATION AND PAYMENT OF ASSESSMENTS.

A. Preparation of Estimated Budget. On or before the 15th day of December, the Board of Trustees shall estimate or cause to be estimated the total amount necessary to pay the cost of wages, materials, insurance, management or other services and supplies which will be required during the ensuing year, together with a reasonable amount considered by the Board of Trustees to be necessary for a reserve for contingencies and replacements, and shall on or before the 15th day of December each year notify each owner in writing as to the amount of such estimate, with reasonable itemization
thereof. Said "estimated cash requirement" shall be ratably assessed to the family unit owner. On or before the 1st day of January following the 31st day of December each year and the first of each and every month of said fiscal year, each owner shall be obligated to pay the Master Association or as the Board of Trustees may direct, one-twelfth (1/12) of the annual common assessments made pursuant to this article. The amount of the assessment is subject to change by the Board of Trustees at any time during the year.

On or before the 31st day of December each year the Board of Trustees shall make available to all owners the books and records of the Master Association showing the common expenses charged to each unit owner's account for the year and the amounts credited to such account over the year.

The Developer shall establish the amount of the initial common assessments, the collection of which will begin on the first conveyance of the first condominium ownership interest by the Developer (prorated for the quarter in which such first condominium ownership interest is acquired) and the first of each calendar quarter thereafter. The amount of the initial assessments shall be stated in the Disclosure Statement which has been delivered to each purchaser of a condominium ownership interest from the Developer pursuant to Section 5311.26 of the Ohio Revised Code. Such amount is subject to change by the Developer at any time during his period of control.

R. Obligation of Owners to Pay Assessments and to Be Responsible for Common Expenses. As indicated in the Amended Declaration, all unit owners are obligated to pay assessments when due, regardless of the status of their account on the books of the Master Association. The books of the Master Association shall reflect appropriate credits to each unit owner's account for assessments paid by him and for his share of the common profits. Each unit owner shall be responsible for his proportionate share of the common expenses, which share shall be charged to the unit owner's account as the common expense is incurred, as provided in the Amended Declaration. Charges on a unit
owner's account at the end of the year shall be paid by the unit owner as provided in the Amended Declaration. Any common surplus for a yearly period, which is the amount by which the common assessments exceed the common expenses, shall be used as a reserve for contingency or returned to the unit owner, as the Board of Trustees determines. Any return of surplus to a unit owner shall be a charge against his account.

C. Reserve for Contingencies and Replacements. The Board of Trustees shall establish, build up and maintain a reasonable reserve for contingencies and replacement if possible from the amounts collected from the unit owners. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year shall be charged first against such reserve.

D. Failure to Prepare Annual Budget. The failure or delay of the Board of Trustees 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 costs and necessary reserves, as herein provided, whenever the same shall be determined, and 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 such time as a new budget has been prepared and a new monthly maintenance charge has been established.

E. Books and Records of Master Association. As provided in the Amended Declaration, the Developer or the Board of Trustees shall keep full and correct books of account and same shall be open for inspection by any owner or any representative of any owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the owner. Upon ten (10) days' notice to the Board of Trustees for a reasonable fee, any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.
F. Status of Funds Collected by Master 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 the use, benefit and account of all of the owners.

G. Assessments Prior to Organization of Master Association. From the date the Amended Declaration was filed for record, the Developer shall assume the rights and obligations of a unit owner in his capacity as owner of condominium ownership interests not yet sold, including the obligation to pay common assessments and be charged for common expenses attaching to such unsold units.

H. Annual Audit. The books of the Master Association shall be closed and financial statements following generally accepted accounting practices prepared at least once a year by the Board of Trustees, and such statements shall be completed prior to each annual meeting. If required by a majority of the members of the Board of Trustees, such reports shall be prepared under the supervision of a certified public accountant. In addition, and at any time when requested by the owners of a majority of the units, including the Grantor, the Board of Trustees shall cause an additional audit to be made, the form, scope and manner of such audit to be designated in the request.

I. Remedies for Failure to Pay Assessments. If an owner is in default in the payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board of Trustees may bring suit for and on behalf of themselves and as representatives of all owners, to enforce collection thereof or to foreclose the lien therefor as provided in the Amended Declaration; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the court. Any encumbrancer holding a lien on a unit may pay any unpaid common expenses
payable with respect to such unit and upon such payment such encumbrancer shall have a lien on such unit for the amounts paid at the same priority as the lien of his encumbrance.

ARTICLE VI: GENERAL PROVISIONS

A. Copies of Notices to Mortgage Lenders. Upon written request to the Board of Trustees, the holder of any duly recorded mortgage or trust deed against any unit shall be given a copy of any and all notices permitted or required by the Amended Declaration or these Bylaws to be given to the owner or owners whose unit is subject to such mortgage or trust.

B. Service of Notices on the Board of Trustees. Notice required to be given to the Board of Trustees or to the Master Association may be delivered to the president and any other one officer of the Master Association who is a member of the Board of Trustees, either personally or by mail addressed to such officers at their units.

C. Service of Notices on Devisees and Personal Representatives. Notices required to be given any devisee or personal representative of a deceased owner may be delivered either personally or by mail to such party at his, her or its address appearing on the records of the court wherein the estate of such deceased owner is being administered.

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

E. Agreements Binding. All agreements and determinations lawfully made by the Master Association in accordance with the procedures established in the Amended Declaration and these Bylaws shall be deemed to be binding on all unit owners, their heirs and assigns.
F. **Severability.** The invalidity of any covenant, restriction, condition, limitation or any other provision of these Bylaws, or of any part of same, shall not impair or affect in any manner the validity, enforceability or affect of the rest of these Bylaws.

G. **Perpetuities and Restraints on Alienation.** If any of the options, privileges, covenants or rights created by these Bylaws shall be unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory provision, (ii) the rule restricting restraints on alienation, or (iii) 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 Richard Celeste, present Governor of the State of Ohio.

H. **Definitions.**

1. For purposes of these Bylaws, the term "owner" shall include a purchaser under a land installment contract, as provided in the Amended Declaration.

2. For purposes of these Bylaws, the terms "grantor" and "developer" shall mean Sam A. Tisci, Inc.

I, Sam A. Tisci, do hereby certify, on behalf of Sam A. Tisci, Inc., that the foregoing is a true copy of the Bylaws of Brandywine Master Association.

IN WITNESS WHEREOF, I have signed my name this 17th day of July, 1987.

WITNESSES: Sam A. Tisci, INC.

[Signatures]

By: [Signature]
Sam A. Tisci, President
STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this 17th day of July, 1987, by Sam A. Tisci, President of Sam A. Tisci, Inc., an Ohio corporation, on behalf of the corporation.

[Signature]
Notary Public

JOHN J. McCULLOUGH, III
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
- Section 147.03 R.C.

[Stamp]

RECEIVED & RECORDED

JUL 30 1987

BILL COPELAND
Recorder, Lucas County, Ohio

11:45 AM

[Handwritten note:]
11:45 AM
11:45 AM