

EXHIBIT A

**BY LAWS
(Code of regulation)
OF
VILLAGE AT SUGAR CREEK CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the Association is Village at Sugar Creek Condominium Association, Inc. ("the Association"), which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association is also created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the Unit Owners' Association for Village at Sugar Creek Condominium. The principal office of the Association shall be as set forth in its Articles of Incorporation ("the Articles"), and the place of meetings of Unit Owners (members) and of the Association shall be at such place in Allen County, Ohio as the Board of Directors ("the Board"), may from time to time designate.

**ARTICLE II
DEFINITIONS**

All of the terms used herein shall have the same meanings as set forth in the Declaration of Village at Sugar Creek Condominium ("the Declaration"), recorded simultaneously herewith with the Recorder of Allen County, Ohio.

**ARTICLE III
UNIT OWNERS (MEMBERS)**

3.01. Composition. Each Unit Owner as defined in the Declaration, is a member of the Association.

3.02. Annual Meetings. Regular annual meetings of the Unit Owners shall be held in the second calendar quarter of each year hereafter, or as otherwise determined by the Board, on a date and at an hour established, from time to time, by the Board.

3.03. Special Meetings. Special meetings of the Unit Owners may be called at any time by the President or by the Board, upon written request of Unit Owners entitled to exercise one-fourth (1/4) or more of the voting power of Unit Owners, and when required by the Condominium Act.

3.04. Notice of Meetings. Written notice of each meeting of Unit Owners shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each Unit Owner entitled to vote, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

3.05. Quorum. A quorum shall exist if the Unit Owners present, in person or by proxy, at any duly called and noticed meeting of Unit Owners, represent not less than twenty-five percent (25%) of the voting power of the Association. Unit owners entitled to exercise a majority of the voting power of Unit owners represented at any meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

3.06. Proxies. At any meeting of Unit Owners, a Unit owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit Owner of his, her, or its Unit.

3.07. Voting Power. Except as otherwise provided in the Condominium organizational documents or by law, a majority of the voting power of Unit Owners voting on any matter that may be determined by the Unit Owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit Owners except as otherwise specifically provided in the Condominium organizational documents or by law.

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3.08. Action in Writing Without Meeting. Any action that could be taken by Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit Owners having not less than a majority of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium organizational documents, or by law.

3.09. Open Meetings. All meetings of the Unit Owners shall be open to all Unit Owners.

ARTICLE IV BOARD OF DIRECTORS

4.01. Initial Directors. The initial Directors shall be those three persons named as the initial Directors in the Articles, or such other person or persons as may from time to time be substituted by the Declarant.

4.02. Successor Directors. The number, times of election, and terms of office of those who will serve as Directors of the Association to succeed the initial Directors, shall be as provided in the Declaration and these Bylaws. The terms of the Directors shall be staggered, with not less than one-fifth to expire annually.

4.03. Removal. Excepting only Directors named in the Articles or selected by the Declarant, any Director may be removed from the Board with or without cause, by a majority vote of the Unit Owners. In the event of the death, resignation, or removal of a Director other than one named in the Articles or a substitute selected by the Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit Owners, when a Director shall be elected to complete the term of such deceased, resigned, or removed Director. The Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by the Declarant, and shall select the successor of any Director so selected who dies, resigns, is removed, or leaves office for any reason before the election of Directors by all of the Unit Owners as provided in the Declaration.

4.04. Nomination. Nominations for the election of Directors to be elected by the Unit Owners shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chairperson, who shall be a member of the Board, and two or more Unit Owners appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

4.05. Election. Election to the Board by the Unit Owners shall be by secret written ballot. At such elections, the Unit Owners or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

4.06. Compensation. Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of duties.

4.07. Regular Meetings. Regular meetings of the Board shall be held no less than annually, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

4.08. Special Meetings. Special meetings of the Board shall be held when called by the President of the Board, or by any two Directors, after not less than three days' notice to each Director.

4.09. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Directors entitled to cast a majority of the voting power of Directors shall constitute a quorum for such meeting.

4.10. Voting Power. Except as otherwise provided in the Condominium organizational documents, or by law, vote of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be

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sufficient to determine that matter.

4.11. Action in Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Directors.

4.12. Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Condominium organizational documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions hereof, and without limiting the generality of the foregoing, the Board shall have the right, power, and authority to:

- (1) Take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominium organizational documents;
- (2) Obtain insurance coverage no less than that required pursuant to the Declaration;
- (3) Enforce the covenants, conditions, and restrictions set forth in the Declaration;
- (4) Regulate the use, repair, maintenance, improvement, replacement, and appearance of the Condominium Property;
- (5) Establish, enforce, levy, and collect assessments as provided in the Declaration;
- (6) Adopt rules that regulate the use or occupancy of Units, Limited Common Elements, and the Common Elements when the actions regulated by those rules affect Common Elements or other Units;
- (7) Suspend the voting privileges and use of recreational facilities of a Unit Owner who is delinquent in the payment of assessments for more than thirty days;
- (8) Declare the office of a member of the Board to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board;
- (9) Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management of the Condominium Property and the Association;
- (10) Commence, defend, intervene in, settle, or compromise any civil, criminal, administrative action or proceeding that is in the name of, or threatened against the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners and relates to the Condominium Property;
- (11) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
- (12) Enter into a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health and safety of the Occupants of that Unit or another Unit;
- (13) Cause additional improvements to be made as part of the Common Elements;
- (14) Acquire, hold, encumber, convey, and otherwise transfer real property and personal property;

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- (15) Grant easements, leases, licences, and concessions through or over the Common Elements;
- (16) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners.
- (17) Impose interest and late charges for the late payment of assessments; impose return check charges; and impose reasonable enforcement assessments for violations of the Declaration, the Bylaws, and the Rules and Regulations of the Association, and reasonable charges for damage to the Common Elements or other property;
- (12) Do all things and take all actions permitted to be taken by the Association, by law, or by the Condominium organizational documents not specifically reserved thereby to others.

4.13. Duties. It shall be the duty of the Board to:

- (1) Cause to be kept a complete record of all its acts and corporate affairs, including the following: a) correct and complete books and records of accounting that specify the receipts and expenditures relating to the Common Elements and other common receipts and common expenses; b) records showing the allocation, distribution, and collection of the common profits, losses, and common expenses among and from the Unit owners; c) minutes of the meetings of the Association and the Board of Directors; and d) records of the names and addresses of the Unit Owners and their respective undivided interests in the Common Elements.
- (2) Supervise all officers, agents, and employees of the Association and see that their duties are properly performed;
- (3) As more fully provided in the Declaration, to:
 - (a) Fix the amount of assessments against each Unit;
 - (b) Give written notice of each assessment to every Unit Owner subject thereto within the time limits set forth therein; and
 - (c) Foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Unit Owner(s) personally obligated to pay the same, or both;
- (4) Issue, or cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (5) Procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;
- (6) Cause all officers or employees handling Association funds to be bonded;
- (7) Cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
- (8) Cause the restrictions created by the Declaration to be enforced; and
- (9) Take all other actions required to comply with all requirements of law and the Condominium organizational documents.

ARTICLE V OFFICERS

5.01. Enumeration of Offices. The officers of this Association shall be a President, a Secretary, a Treasurer, and such other officers as the Board may from time to time determine. No officer need be a member of the Association nor need any officer be a Director. The same person may hold more than one office.

5.02. Selection and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

5.03. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

5.04. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

5.05. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

- (a) President. The President shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.
- (b) Secretary. The Secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit Owners, serve notice of meetings of the Board and of the Unit Owners, keep appropriate current records showing the names of Unit Owners of the Association together with their addresses, and shall act in the place and stead of the President in the event of the President's absence or refusal to act.
- (c) Treasurer. The Treasurer shall assume responsibility for the receipt and deposit in appropriate bank accounts of all monies of the Association, the disbursement of such funds as directed by resolution of the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the Unit Owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit Owners.

ARTICLE VI COMMITTEES AND MANAGER/MANAGING AGENT

The Board may appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes. The Board may appoint a Manager or Managing Agent in carrying out its purposes.

ARTICLE VII BOOKS AND RECORDS

7.01. Books and Records of the Association. The books, records, and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit Owners and the holders and insurers of first mortgages on Units. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Unit Owners, lenders, and their insurers, and prospective

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purchasers, current copies of the Condominium organizational documents and the rules and regulations governing operation of the Condominium. Upon request, copies of the documents may be made for which the Association may require a commercially reasonable fee.

7.02. Addresses of Members. Within 30 days after a Unit Owner obtains ownership of a Unit, the Unit Owner shall provide the following information in writing to the Association through the Board of Directors: (a) the home and business mailing address, home and business telephone numbers of the Unit Owners and all Occupants of the Unit; and (b) the name, business address, and business telephone of any person who manages the Owner's Unit as an agent of that Owner. Within 30 days after a change in any information that is required by this Section, the Unit Owner shall notify the Association, through the Board of Directors, in writing of the change. When the Board of Directors requests, a Unit Owner shall verify or update the information.

ARTICLE VIII AUDITS

Upon written request to the Association by an institutional first mortgagee of a Unit, or its insurer, or by vote of the holders of a majority of the voting power of the Unit Owners, the Board shall cause the preparation and furnishing to those requesting of an audited financial statement of the Association for the preceding fiscal year, provided that no such statement need be furnished earlier than ninety (90) days following the end of such fiscal year.

ARTICLE IX FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

ARTICLE X COMMON PROFITS

The Board may distribute common profits, if any, to the Unit Owners in proportion to their respective undivided interest in the Common Elements.

ARTICLE XI AMENDMENTS

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms, and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Recorder of the county in which the Condominium is located.

ARTICLE XII INDEMNIFICATION

The Association shall indemnify every person who is or has been a Director, officer, agent, or employee of the Association and those persons' respective heirs, legal representatives, successors and assigns, against expenses, including attorneys' fees, and judgments, decrees, fines, penalties and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative provided that person a) acted in good faith and in a manner that person believed to be in or not opposed to the best interest of the Association, and b) in any matter the subject of a criminal action or proceeding, had no reasonable cause to believe the questioned conduct was unlawful, but provided that in the case of any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor against any such person by reason of that person serving in such capacity, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of a duty to the Association unless and only to the extent that the court in which such action was brought shall determine upon application that in view of all of the circumstances of the case that person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

Unless ordered by a court, the determination of indemnification, pursuant to the forgoing criteria, shall be made a) by a majority vote of a quorum of Directors of the Association who were and are not parties to or threatened with any such action, suit or proceeding, or b) if such a quorum is not obtainable, or if a majority of a quorum of disinterested Directors so direct, in a written opinion by independent legal counsel who has not been retained by or performed services for the Association or person to be indemnified, or c) by the Unit Owners, or d) by the court in which such action, suit, or proceeding was brought.

Any such indemnification shall not be deemed exclusive of any other rights to which such person may be entitled under law, any agreement, or any insurance purchased by the Association, or by vote of the Unit Owners, or otherwise.

IN TESTIMONY WHEREOF, the undersigned, being the sole member of the Association, has caused these Bylaws to be duly adopted on or as of the 27th day of July, 2005.

GOLF AT SUGAR CREEK, a Limited
Liability Company

By:

Wesley Hunt, mgr member

By:

John C. Hunt, Member, Mgr

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