

WAYNE COUNTY TAX MAP

Initials SOP FILE# 2025-1536

DATE 5/7/2025

IDENT. WC 249

This Conveyance has been examined and the
Grantor has complied with Section 319.202
Of the Revised Code.

FEE \$
EXEMPT /

RUSSELL ROBERTSON, County Auditor

WAYNE COUNTY MAP

OFFICE

5/23/2025

INITIALS SR

NOT NEEDED AT
MAP OFFICE



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05/08/2025 02:31 PM

Filed for Record in WAYNE County, Ohio

Jane Carmichael

Rec Fees: \$194.00

D&B OR Vol 975 Pgs 1564 - 1585



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Filed for Record in WAYNE County, Ohio

Jane Carmichael

Rec Fees: \$299.20

COND OR Vol 34 Pgs 279 - 282

DECLARATION AND BYLAWS

AMT. PD 8.00 DATE 5/8/25 CREATING AND ESTABLISHING A PLAN FOR

RUSSELL ROBERTSON, AUDITOR

CONDOMINIUM OWNERSHIP

Karen Zabel DEPUTY

Diane Zabel

UNDER CHAPTER 5311 OF THE OHIO REVISED CODE

FOR

BV CONDOMINIUM ASSOCIATION

This will certify that a copy of this Declaration, together with Bylaws and Drawings attached thereto as Exhibits have been filed in the Office of the County Auditor, Wayne County, Ohio.

Dated: April 30, 2025

WAYNE COUNTY AUDITOR

By: Karen Zabel
Deputy Auditor

This instrument was prepared by:

Matthew A. Long, Attorney
Critchfield, Critchfield & Johnston, Ltd.
225 N. Market Street
Wooster, Ohio 44691
long@ccj.com



RE-202500004806

05/23/2025 10:32 AM

Filed for Record in WAYNE County, Ohio

Jane Carmichael

Rec Fees: \$234.00

D&B OR Vol 975 Pgs 4454 - 4479

Re-recorded to attach plat pages

WAYNE COUNTY, OHIO
5/23/2025
TRANSFER NOT NECESSARY
RUSSELL ROBERTSON, AUDITOR

BY Lydia Stahl DEPUTY
LYDIA STAHL

(2)



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DECLARATION OF CONDOMINIUM OWNERSHIP

This Declaration of Condominium Ownership of **BV Condominium Association**, an Ohio nonprofit corporation, is made on or as of April 30, 2025, pursuant to the provisions of Chapter 5311 of the Ohio Revised Code.

WHEREAS, **The Village Network**, an Ohio non-profit corporation ("Declarant"), is the owner in fee simple of all the real property hereinafter described and the improvements thereon and appurtenances thereto; and,

WHEREAS, Declarant desires to create of this property a site of individually owned units and commonly owned areas and facilities in order to facilitate its charitable purpose, and to these ends to submit this property to condominium ownership under the Act.

NOW THEREFORE, Declarant hereby makes and establishes the following plan for condominium ownership of the property hereinafter described under and pursuant to the Act.

Definitions

The terms used in this document shall have these meanings, unless the context requires otherwise:


"Act" means Chapter 5311 of the ORC, as amended from time to time.

"Articles" and **"Articles of Incorporation"** mean the articles, filed with the Secretary of State of Ohio, incorporating BV Condominium Association as a non-profit corporation under the provisions of Chapter 1702 of the ORC, as the same may be lawfully amended from time to time.

"Association" means "BV Condominium Association, an Ohio non-profit corporation" formed and existing (or to be formed after this Declaration is filed for record with the Wayne County Recorder) for the administration and operation of the Condominium pursuant to the provisions of the Act and consisting of all the Unit Owners existing from time to time.

"Board" and **"Board of Trustees"** mean those persons who, as a group, serve as the board of trustees of the Association and are also one and the same as the board of directors of the Condominium established for the Condominium under the Act.

"Bylaws" mean the bylaws of the Association, as the same may be lawfully amended from time to time, created pursuant to the Act for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702 of the ORC. A true copy of the Bylaws is attached hereto and incorporated herein as ***Exhibit C***.


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“Common Assessments” means assessments charged proportionately against all Units for common purposes.

“Common Elements” means all of the Property, except that portion described in this Declaration as constituting a Unit or Units, and is that portion of the Property constituting “common elements” and facilities of the Condominium under the Act.

“Condominium” means the condominium regime for the Property created pursuant to the Act.

“Declarant” means **The Village Network**, an Ohio non-profit corporation, provided the rights specifically reserved to Declarant under the Instruments shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

“Declaration” means this instrument by which the Property is hereby submitted to the Act, and any amendments hereto, from time to time.

“Drawings” means the drawings for the Condominium, as the same may be lawfully amended from time to time, and are the Drawings required pursuant to the Act. A set thereof is attached hereto and incorporated herein as **Exhibit D**, but the same may be detached and filed separately herefrom by the appropriate public authorities.

“Instruments” means this Declaration, the Bylaws, the Drawings, and as provided by the Act, “all other documents, contracts, or instruments establishing ownership of or exerting control over the Property or Units.”

“Occupant” means a person lawfully occupying a Unit, regardless of whether that person is a Unit Owner.

“ORC” means the Ohio Revised Code, as amended from time to time.

“Ownership Interest” means an undivided interest in a fee simple estate in a Unit, together with an appurtenant undivided interest in the Common Elements and facilities.

“Person” means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

“Permitted Uses” means behavioral and mental health services, as well as related charitable activities; to establish a Unit Owners’ Association to administer the Condominium; to provide for the preservation of the values of Units and the Common Elements; to provide for and promote the benefit, enjoyment and well-being of Unit Owners and Occupants; to administer and enforce the



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covenants, easements, charges and restrictions hereinafter set forth; to further the Unit Owners' charitable activities; and to raise funds through assessments to accomplish these purposes.

"Property" means the tract of land hereinafter described as being submitted to the Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.

"Rules" and **"Rules and Regulations"** means the administrative rules adopted by the Board from time to time governing the operation and use of the Property and any portion thereof.

"Trustee" and **"Trustees"** mean that person or those persons serving, at the time pertinent, as a trustee or trustees of the Association, and mean that same person or those persons serving in the capacity of a member of the Board.

"Unit" and **"Units"** mean that portion or portions of the Property described as a unit or units in this Declaration, and is that same portion of the Condominium under the Act.

"Unit Owner" and **"Unit Owners"** mean that Person or those Persons owning a fee-simple interest in a Unit or Units, each of whom is also a "member" of the Association, as defined in Chapter 1702 of the ORC.

ARTICLE I LAND

A legal description of the land constituting a part of the Property, located in the City of Wooster and Killbuck Township, Wayne County, Ohio, is attached hereto and incorporated herein as *Exhibit A*.

ARTICLE II NAME

The name by which the Condominium shall be known is BV Condominium Association.

ARTICLE III PURPOSES; RESTRICTIONS

Section 3.1. Purposes. This Declaration is being made to establish separate individual parcels from the Property to which fee-simple interests may be conveyed for condominium units to be used for the Permitted Uses only. DECLARANT ACKNOWLEDGES THAT THIS DECLARATION CONTEMPLATES DECLARANT'S SOLE OWNERSHIP OF THE UNITS. IF DECLARANT DESIRES TO TRANSFER OWNERSHIP OF ANY UNITS, ALL PARTIES ARE



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STRONGLY ENCOURAGED TO CONSULT WITH LEGAL COUNSEL BEFORE TAKING ACTION.

Section 3.2. Restrictions. The Property shall be benefited by and subject to the following restrictions:

A. Applicability of Restrictions on Use. Each of the restrictions contained herein shall apply to all Unit Owners and to any Person who from time to time occupies or is in possession of any part of a Unit or the Common Elements and to any other Person lawfully or unlawfully upon any part of a Unit or the Common Elements. No Unit Owner shall cause or permit to exist a violation of the foregoing restrictions by such Unit Owner or any of such Unit Owner's employees, agents, guests, licensees, or invitees, or any other person claiming by, through or under him.

B. Unit and Common Elements Uses. Except as otherwise specifically provided in this Declaration and other uses approved by the Board, Units and Common Elements may only be used for the Permitted Use.

C. Conveyances. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. The undivided interest of a Unit in the Common Elements shall not be separated from the Unit to which it pertains.

D. Rules and Regulations. In addition to adopting and enforcing rules and regulations in the instances specifically mentioned herein, the Board may, from time to time, adopt and enforce any rules and regulations allowed under all applicable laws concerning use of the Property, or any part thereof, as it deems necessary or desirable for any reason.

ARTICLE IV IMPROVEMENT DESCRIPTIONS

Section 4.1. Buildings. The buildings on the Property are described in *Exhibit B*, attached hereto and incorporated herein. All Units shall be separately designated and legally described freehold estates herein described and referred to as "Units," and one freehold estate herein described and referred to as the "Common Elements." The Unit designations, the dimensions, approximate area, the location and lay-out of each Unit, and the immediate Common Elements to which a Unit has access are shown on the Drawings. As further described in Article V herein, each building constitutes an individual Unit in the Condominium.



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Section 4.2. Other Improvements. All Property is private in nature and part of the Property and shall not be dedicated to public use.

ARTICLE V UNITS

Section 5.1. Unit Designations, Size and Location. Each of the Units is designated by a letter on the Drawings attached hereto as *Exhibit D* showing where that Unit is located. The Drawings shall be in compliance with the Act and show graphically the boundaries, location, designation, number of rooms (including basements), length, width and height of each Unit; and the boundaries, location, designation and dimensions of the Common Elements and the location of the dimensions of all easements and encroachments. Such drawings state the principal construction materials of the Units. Each Unit has direct access to Common Elements which lead directly to a public street. Each deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number as shown on the Drawings.

Section 5.2. Composition of Units. Each Unit consists of the entire building designated by that Unit's designation on the Drawings being bounded by the exterior of the building walls, the foundation or basement, if any, and the exterior of the roof. Without limiting the generality of the foregoing or, as appropriate, in addition, each Unit shall include:

A. the interior and exterior walls, floors, foundation, basements, ceiling, roof, windows, screens, doors, frames, and fixtures, and all other interior and exterior parts of any building designated as the Unit;

B. all windows, screens and doors, including storm doors and windows, if any, and the frames, sashes and jambs, and the hardware therefor;

C. all fixtures and appliances installed for the exclusive use of that Unit, and components of the foregoing, if any; and

D. all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits and apparatus, wherever located, which serve only that Unit.

Section 5.3. Relocation of Unit Boundaries. Upon the written approval of all Unit Owners affected, the Board shall amend the Declaration to relocate the Unit and Common Element boundaries.



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ARTICLE VI COMMON ELEMENTS

Section 6.1. Common Elements - Description. All of the Property, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or on the Drawings as a part of a Unit, are Common Elements.

Section 6.2. Undivided Ownership Interest. The Common Elements comprise, in the aggregate, a single freehold estate, and shall be owned by the Unit Owners as tenants-in-common, and shall remain undivided. The undivided percentage of interest of each Unit Owner in the Common Elements, as said percentage of interest in the Common Elements may exist from time to time, shall not be separate from the Unit to which it appertains and shall be deemed to be conveyed or encumbered with its respective Unit even though the description in any instrument of conveyance or encumbrance refers only to the Unit. The percentage of interest of each Unit in the Common Elements has been determined so that each Unit is allocated an equal percentage as the other Units, as more fully set forth in *Exhibit B* attached hereto. Except as otherwise provided herein, such percentage interest may not be altered except by an amendment of this Declaration as herein provided.

Section 6.3. Use of Common Elements and Facilities. Except as otherwise limited and restricted herein, each Unit Owner shall have the right to use the Common Elements in accordance with the purposes for which they are intended, for all purposes incident to the use and occupancy of the Unit Owner's Unit, including without limitation, the non-exclusive easement, together with other Unit Owners and their employees and invitees, to use and enjoy the Common Elements for ingress and egress to and from the respective Units and for such other uses as are permitted by this Declaration and the Bylaws, which right shall be appurtenant to and run with the Unit Owner's Unit; provided, however, that no person shall use the Common Elements or any part thereof in any manner contrary to or not in accordance with this Declaration, the Bylaws, the Rules, or any applicable law.

ARTICLE VII UNIT OWNERS' ASSOCIATION

Section 7.1. Establishment of Association. The Association has been or will be formed to be and to serve as the Unit Owners' Association of the Condominium.

Section 7.2. Membership. Membership in the Unit Owners' Association shall be limited to the Unit Owners. Every person or entity who is or becomes a record owner of a Unit or a record owner of an undivided fee simple interest in a Unit is a Unit Owner and shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer



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membership in the Unit Owner's Association to the transferee.

Section 7.3. Voting Rights. The owner of a Unit shall be entitled to vote the percentage interest owned in fee simple in the Common Elements as set forth on ***Exhibit B*** attached hereto for such Unit. In the event several Persons own undivided fee simple interests in a Unit, each such Person shall be entitled to exercise a proportionate part of the vote available to such Unit equal to his or her respective Ownership Interest..

Section 7.4. Board of Trustees. The Board of Trustees shall be comprised of three Trustees, who shall be nominated, elected, and removed as provided in the Bylaws.

Section 7.5. Authority. Except as prohibited by law, the Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Elements and assess and collect funds for the payment thereof, and do all things, take all actions, and exercise all rights provided by the Instruments, or in the Act, that are not specifically reserved to Unit Owners.

Section 7.6. Delegation of Authority; Professional Management. The Board may delegate all or any portion of its authority and responsibilities to one or more managing agents, except as prohibited by law.

Section 7.7. Indirect Payments. So long as Declarant is the sole owner of all the Units, Declarant may indirectly make all payments on behalf of the Board and otherwise assume, cover, pay, and secure the liabilities, expenses, costs, and payments of the Board.

ARTICLE VIII AGENT FOR SERVICE

The name of the person to receive service of process for the Association, and that person's residence or place of business is:

CC&J Agents, Inc.
225 North Market Street
Wooster, Ohio 44691

In the event this entity for any reason ceases to be registered with the Secretary of State of Ohio as Statutory Agent for the Association, the person so registered shall be the person to receive service of process for the Association.



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ARTICLE IX MAINTENANCE AND REPAIR

Section 9.1. Association Responsibility. The Association shall be responsible to maintain and repair the Common Elements. Nothing in this Section shall be construed to prevent the Board from delegating all such responsibilities.

Section 9.2. Individual Responsibility. Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, owned by the Unit Owner.

ARTICLE X UTILITY SERVICES

Each Unit Owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged by the utility company to that Unit. All other utility costs shall be common expenses and for which the Association is responsible.

ARTICLE XI INSURANCE; LOSSES BONDS

So long as Declarant is the sole owner of all the Units, Declarant shall have the right to obtain any and all insurance, including insurance on the Units, in its sole discretion and to name the Association as additional insured under such policies. All insurance mentioned in ORC § 5311.16 is hereby waived and shall not be required for this Condominium or for related purposes.

ARTICLE XII DAMAGE; RESTORATION; REHABILITATION AND RENEWAL

Section 12.1. Responsibility of Unit Owner for Restoration or Repair. If the Property sustains damage and the damage is limited to only the Unit for which the responsibility of maintenance and repairs is that of the Unit Owner, then the Unit Owner shall be responsible for restoration and repair after casualty.

Section 12.2. Association's Responsibility for Restoration or Repair. If any part of the Common Elements shall be damaged by casualty, such damaged portion shall be reconstructed or repaired as the Board directs. Any such reconstruction or repair shall be substantially in accordance with the Drawings.



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ARTICLE XIII CONDEMNATION

Section 13.1. Standing. Except as hereinafter provided, the Board, shall represent the Unit Owners and Association in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Property, and shall have the sole and exclusive right to settle losses with the condemning authority and to receive the award or proceeds of settlement, for the use and benefit of the Unit Owners and their mortgagees as their interests may appear.

Section 13.2. Entire Taking. If all of the Common Elements are taken by condemnation, the net proceeds of the award shall be paid to the Association and considered as one fund and shall be distributed to all Unit Owners and their respective mortgagees jointly in proportion to each Unit Owner's respective percentage of ownership interest in the Common Elements; provided that mortgagees shall receive only proceeds in proportion to the Unit interest against which mortgagee holds an interest.

Section 13.3. Partial Taking. In the event of a partial taking of the Common Elements, the Declaration shall automatically and of and by itself be amended so that the parcel of land taken by the condemning authority is excluded from this Declaration. The share of the Common Elements of the Condominium by the Unit Owners which remains shall be redistributed among the remaining Unit Owners in proportion to their respective prior interest in the Common Elements. Each Unit Owner shall be entitled to secure an award from the condemning authority for the taking of their respective Units or residual damage to their respective Unit and in this regard, payment shall be made directly to the Unit Owner and their respective mortgagees in the ordinary course under eminent domain procedures. All awards granted for the taking of Common Elements and/or damage to the residual of the Common Elements shall be paid to the Association and distributed to individual Unit Owners and their mortgagees (in proportion to the Unit interest against which such mortgagee holds an interest) jointly as determined by a reputable real estate appraiser (who shall be member of the Master Appraisers Institute or the Society of Real Estate Appraisers and shall be experienced in appraising this type of property), who shall be appointed by the Board. The appraisers shall render a written report to the Board allocating the total award to the Units in such proportion as they in their sole discretion determine to be the damages caused to the Units. The determination of the appraisers as expressed in their written report shall be final and binding upon all Unit Owners and their respective mortgagees.

ARTICLE XIV ASSESSMENTS

The Declarant, for each Unit within the Condominium, hereby covenants and agrees, and each Unit Owner by acceptance of a deed to a Unit (whether or not it shall be expressed in such



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deed) is deemed to Covenant and agree, to pay to the Association: (1) annual operating assessments and (2) special assessments for capital improvements, all of such assessments to be established and collected as hereinafter provided. All Assessments, whether annual operating assessments, special assessments for capital improvements, or other assessments shall be deemed collected from the Unit Owners for purposes of ORC § 5311.081(A) when Declarant pays costs, expenses, fees, and other payments directly or indirectly on behalf of the Association. Any assessment levied by the Association shall require the unanimous approval of the Unit Owners in writing.

ARTICLE XV AMENDMENTS

Section 15.1. Power to Amend. Except as otherwise specifically provided herein or by applicable law, additions to, changes in, or amendments of this Declaration (or the other Instruments), or termination of the Condominium, shall require the consent of Unit Owners exercising 75% of the voting power of Unit Owners.



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Section 15.2. Method to Amend. An amendment to this Declaration (or the Drawings or the Bylaws), adopted with the consents of Unit Owners, shall be executed with the same formalities as to execution as this Declaration by the President of the Association and shall contain his or her certification that such amendment was duly adopted in accordance with the foregoing provisions. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Auditor and Recorder of Wayne County, Ohio.

ARTICLE XVI GENERAL PROVISIONS

Section 16.1. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties who have any right, title or interest in or to all or any part to the Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 16.2. Enforcement. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting the Declarant), the Association and each Unit Owner, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches or any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge.

Section 16.3. Severability. Invalidity of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no wise affect any other provisions of this Declaration, which provisions shall remain in full force and effect.



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IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed on its behalf this 30 day of April, 2025.

"DECLARANT"

The Village Network
an Ohio non-profit corporation

By: 

Print Name: **Richard Graziano**

Title: President & CEO

State of Ohio:
County of Wayne:

The foregoing instrument was acknowledged before me this 30 day of April, 2025, by **Richard Graziano**, President & CEO of **The Village Network**, an Ohio non-profit corporation, on behalf of said corporation.



(Seal)

Daniel W. Keller, Attorney-at-Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 O.R.C.

Notary Public



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EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Situated in the State of Ohio, County of Wayne, City of Wooster:

Being Lot Number 10314 of The Village Network Plat # 4 as platted in Plat Volume 34, Page 274 of the Wayne County Plat Records.

Prior Instrument Reference: Wayne County Official Records Volume 772, Page 771;
Wayne County Official Records Volume 975, Page 1529;
Permanent Parcel No.: 67-02983.000 (split).



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EXHIBIT B

PERCENTAGE INTEREST OF OWNERSHIP OF COMMON ELEMENTS

<u>UNIT NUMBER</u>	<u>SQUARE FEET</u>	<u>OWNERSHIP INTEREST</u>
A	26,340	1/15
B	5,302	1/15
C	3,082	1/15
D/E	1,152	1/15
F	1,700	1/15
G	8,480	1/15
I	4,100	1/15
J	16,893	1/15
K	4,112	1/15
L	3,400	1/15
M	4,112	1/15
N	3,400	1/15
P	3,400	1/15
R	6,751	1/15
S	2,400	1/15



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EXHIBIT C

BYLAWS

(Code of Regulations)

OF

BV CONDOMINIUM ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the Association is BV Condominium Association ("Association"), which nonprofit corporation is created pursuant to the provisions of Chapter 1702 of the Ohio Revised Code ("ORC"), and which Association is also created pursuant to the provisions of Chapter 5311 of the ORC as the Unit Owners' Association for the BV Condominium Association. The principal office of the Association shall be set forth in its Articles of Incorporation ("Articles"), and the place of meetings of Unit Owners ("Members") and of the Board of Trustees ("Board") of the Association shall be at such place in Wayne County, Ohio as the Board may from time to time designate.

ARTICLE II

PURPOSE

The purpose of these Bylaws is to provide for the establishment of a Unit Owners Association for the government of the Property described in the Declaration in the manner provided by the Declaration and these Bylaws, all of which shall be subject to the covenants, provisions and regulations contained in the Declaration and these Bylaws and shall be further subject to any and all restrictions, conditions and regulations hereafter adopted by the Board of Trustees of the Association.

All of the foregoing purposes shall be accomplished on a nonprofit basis, and no part of the net earnings of the Association shall inure to the benefit of any private person, firm, corporation, association or organization.

ASSOCIATION ACKNOWLEDGES THAT THESE BYLAWS ARE DESIGNED ONLY FOR DECLARANT'S SOLE OWNERSHIP OF THE UNITS. IF ASSOCIATION WISHES TO TRANSFER OWNERSHIP OF ANY UNITS, ASSOCIATION IS STRONGLY ENCOURAGED TO CONSULT WITH LEGAL COUNSEL BEFORE TAKING ACTION.



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ARTICLE III DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of Association ("Declaration"), recorded simultaneously herewith with the Recorder of Wayne County, Ohio.

ARTICLE IV UNIT OWNERS (MEMBERS)

Section 4.1. Composition. Each Unit Owner, as defined in the Declaration, is a member of the Association.

Section 4.2. Annual Meetings. Regular annual meetings of the Unit Owners shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board.

Section 4.3. Special Meetings. Special meetings of the Unit Owners may be called at any time by the President, by the Board, or when required by the Act.

Section 4.4. Notice of Meetings. There shall be no notice requirements for meetings.

Section 4.5. Quorum; Adjournment. The Unit Owners present, in person or by proxy, at any duly called meeting of Unit Owners, shall constitute a quorum for such meeting.

Section 4.6. Proxies. A Unit Owner may vote in person or by proxy.

Section 4.7. Voting Power. Except as otherwise provided in the Instruments or by law, each question properly before any meeting at which a quorum is present shall be decided by a majority of the voting power of the Unit Owners present in person or by proxy.

Section 4.8. 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, of Unit Owners having at least a simple majority of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Instruments, or by law.

ARTICLE V BOARD OF TRUSTEES (BOARD OF DIRECTORS)

Section 5.1. Initial Trustees. The initial Board shall consist of **Richard Graziano, Martha Welker, and Chad Knupp.**



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Section 5.2. Successor Trustees. Nominations for the election of Trustees to be elected by the Unit Owners shall be made by the board of directors of Declarant. Declarant's board of directors shall elect a nominated person to the Board by majority vote.

Section 5.3. Removal. Trustees shall serve until the earliest of his or her 1) resignation, disability, or death; 2) removal by Declarant's board of directors, and 3) the date the applicable Trustee ceases to be employed by Declarant.

Section 5.4. Compensation. Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, no Trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 5.5. Regular Meetings. Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board.

Section 5.6. Special Meetings. Any officer or member of the Board of Trustees may call a special meeting of the Board by giving a written request for such meeting to the Secretary. Notice of a special meeting of the Board shall be given by the Secretary to each Trustee personally or by mail or telephone at least 3 days prior to the date of such meeting.

Section 5.7. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Trustees entitled to cast a majority of the voting power of Trustees shall constitute a quorum for such meeting.

Section 5.8. Voting Power. Each Trustee shall be entitled to a single vote, and, except as otherwise provided in the Instruments, or by law, the vote of a majority of the Trustees 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 sufficient to determine that matter.

Section 5.9. 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 Trustees.

Section 5.10. Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Instruments, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions thereof

Section 5.11. Duties. It shall be the duty of the Board to:

- A. cause to be kept a complete record of all its acts and corporate affairs and to



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present statements thereof to the Unit Owners at each annual meeting of Unit Owners, or at any special meeting when such statement is requested in writing by Unit Owners representing 50% or more of the voting power of Unit Owners;

B. supervise all officers, agents and employees of the Association and see that their duties are properly performed; and

C. take all other action required to comply with all requirements of law and the Instruments.

ARTICLE VI OFFICERS

Section 6.1. Offices and Term. The principal officers of the Association shall be a President, Secretary and Treasurer. Each officer shall serve until the earliest of his or her 1) resignation, disability, or death; 2) removal by majority vote of the Board, 3) the date the applicable officer ceases to be employed by Declarant.

Section 6.2. Special Appointments. 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.

Section 6.3. Resignation and Removal. Any officer may be removed from office, with 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.

Section 6.4. 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 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.



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C. **Treasurer.** The Treasurer shall assume responsibility for the receipt and deposit in such bank accounts, and investment of funds in such accounts, as the Board directs, the disbursement of such funds as directed by 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 VII COMMITTEES

The Board may appoint such committees as it deems appropriate in carrying out its purposes.

ARTICLE VIII BOOKS AND RECORDS

The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, and current copies of the Instruments and the rules and regulations governing operation of the Condominium, shall be available under reasonable circumstances, upon request to the Association, for inspection by Unit Owners, or a representative authorized by the Unit Owner in writing.

ARTICLE IX AUDITS

Upon the affirmative vote of Unit Owners exercising a majority of the voting power of Unit Owners, the Board shall cause the preparation and furnishing of an audited financial statement for the immediately preceding fiscal year, within a reasonable time following a request by a Unit Owner (provided that no such statement need be furnished earlier than ninety days following the end of such fiscal year) to each requesting Unit Owner, at the expense of the Association.

ARTICLE X FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

ARTICLE XI AMENDMENTS

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.



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IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these Bylaws to be duly adopted on or as of this 30 day of April, 2025.

BV Condominium Association
an Ohio nonprofit corporation

By: 

Print Name: **Richard Craziano**

Title: President & CEO



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EXHIBIT D

DRAWINGS

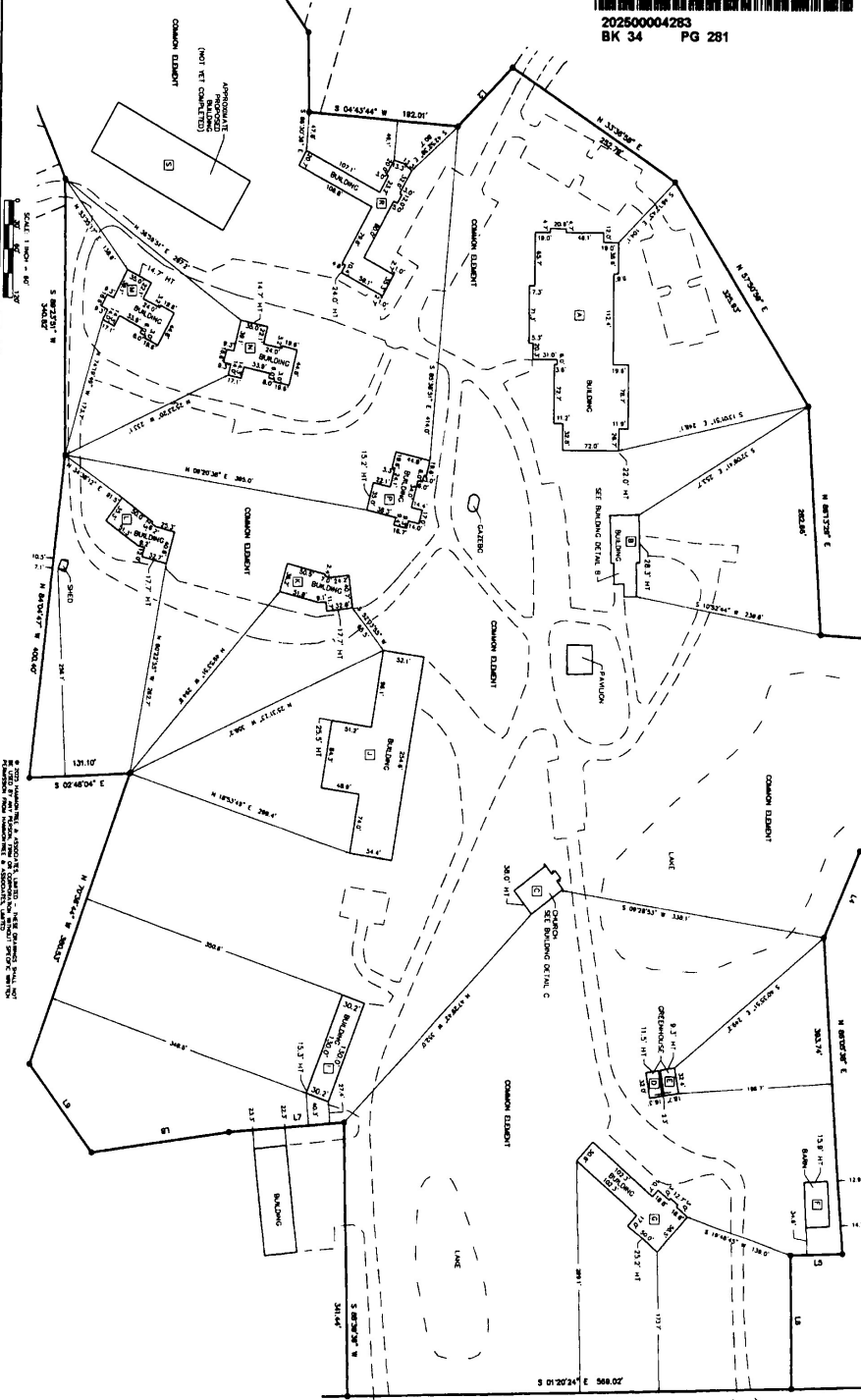
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ENGINEERS PLANNERS SURVEYORS

\\H:\TREE-nor2\data\Land-Survey\Wayne\City\Wooster\249\TWN-WOOSTER 2024\Survey\CONDO TOWN-WOOSTER-03D 2025-3-26.dwg 4/29/25 - 3:22pm: hgsurveyor

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BY CONDOMINIUMS
SITUATED IN THE STATE OF OHIO, COUNTY OF WAYNE, CITY OF WOOSTER, BEING LOT 10314 AS RECORDED IN THE VILLAGE NETWORK PLAT # 4, PLAT VOL. 34, PG. 271 OF THE WAYNE COUNTY RECORDS.

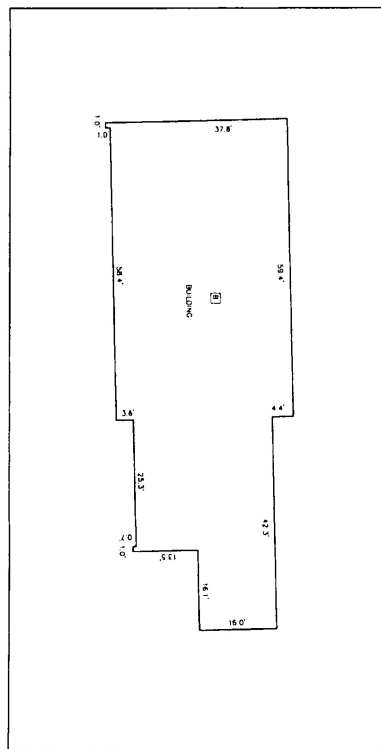


3 OF 4		BUILDING LOCATIONS BY CONDOMINIUMS FOR THE VILLAGE NETWORK, INC. LOCATED IN THE CITY OF WOOSTER WAYNE COUNTY, OHIO			<table><tr><td>DESIGN BY:</td><td>DATE:</td><td>DESC:</td></tr><tr><td>DRAWN BY:</td><td>DATE:</td><td>DESC:</td></tr><tr><td>REV'D BY:</td><td>DATE:</td><td>DESC:</td></tr><tr><td>CHK'D BY:</td><td>DATE:</td><td>DESC:</td></tr><tr><td>DATE:</td><td>DATE:</td><td>DESC:</td></tr></table>			DESIGN BY:	DATE:	DESC:	DRAWN BY:	DATE:	DESC:	REV'D BY:	DATE:	DESC:	CHK'D BY:	DATE:	DESC:	DATE:	DATE:	DESC:	HAMMOND & ASSOCIATES, LIMITED ENGINEERS, PLANNERS, SURVEYORS 3333 STONEMAN RD. NORTH CANTON, OH 44705 PH: (330) 498-8877 FAX: (330) 498-0448 TOLL FREE: 1-800-364-8877 www.hammond-engineers.com		
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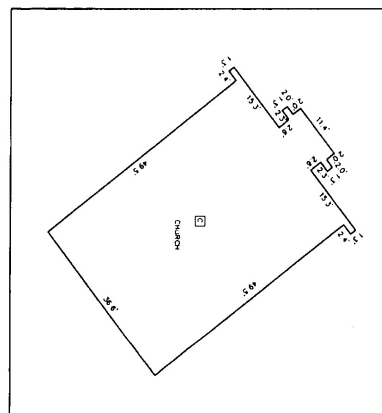
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BUILDING B DETAIL
SCALE 1"=10'

SITUATED IN THE STATE OF OHIO, COUNTY OF WAYNE, CITY OF WOOSTER, BEING LOT 10314 AS RECORDED IN THE VILLAGE NETWORK PLAT #4, PLAT VOL. 34, PG. 274 OF THE WAYNE COUNTY RECORDS.

BY CONDOMINIUMS



BUILDING C DETAIL
SCALE 1"=10'

YY-30

BUILDING DETAILS
BY CONDOMINIUMS
FOR: THE VILLAGE NETWORK, INC.
LOCATED IN THE CITY OF WOOSTER
WAYNE COUNTY, OHIO

DESIN BY: _____	REV. BY: _____	DATE: _____	DESC: _____
DRAWN BY: <u>M. J. W.</u>	REV. BY: _____	DATE: _____	DESC: _____
RVNO BY: <u>1.0</u>	REV. BY: _____	DATE: _____	DESC: _____
FLD BK: <u>880</u>	REV. BY: _____	DATE: _____	DESC: _____
BK PG: <u>23</u>	REV. BY: _____	DATE: _____	DESC: _____
DATE: <u>9/24/24</u>			



HAMMONTREE & ASSOCIATES, LIMITED
ENGINEERS, PLANNERS, SURVEYORS
3233 STONEHAM RD. NORTH CANTON, OH 44720
PH: (330) 499-0817 FAX: (330) 499-0148
TOLL FREE: 1-800-394-0817
www.hammontree.com



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