

DECLARATION OF CONDOMINIUM
OWNERSHIP
FOR
AKITA CONDOMINIUM

This Declaration is made and entered into this 15th day of March 1971, by WOODLAWN ESTATES, INC., an Ohio corporation. (hereinafter referred to as the "Corporation").

WHEREAS, the Corporation is the owner in fee simple of certain real estate situated on Fallingwater Road, Strongsville, Cuyahoga County, Ohio, which is described more particularly in Article II hereof, and desires to submit said real estate, together with the buildings, improvements and structures thereon and all easements, rights and appurtenances belonging thereto to the provisions of Chapter 5311 of the Ohio Revised Code; and

WHEREAS, the Corporation desires to establish for its own benefit and for the mutual benefit of all future owners, mortgagees and occupants of said real estate or any part thereof certain rights, easements, privileges and restrictions with respect to said real estate and the use, conduct and maintenance thereof; and

WHEREAS, the Corporation desires and intends that the several owners, mortgagees, occupants, and other persons hereafter acquiring any interest in said real estate shall at all times enjoy the benefits of, and shall hold their interests therein subject to the rights, easements, privileges and restrictions set forth herein, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspect of the ownership and to facilitate the proper administration of said real estate and are established for the purpose of enhancing the value, desirability and attractiveness thereof;

NOW, THEREFORE, WOODLAWN ESTATES, INC., as the owner of the real estate described in Article II hereof and for the purposes above set forth, declares as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Declaration and of any amendment hereto shall have the respective meanings specified in this Article.

Association – Akita Association, the organization of all the unit owners which administers the condominium property and more specifically described in Article IX hereof and its successors in interest.

Board – The board of managers of the Association as the same may be constituted from time to time.

Buildings – The buildings constituting a part of the condominium property and more specifically described in Article V hereof.

Chapter 5311 – Chapter 5311 of the Ohio Revised Code, as the same may be amended or supplemented from time to time.

Common Areas and Facilities – All parts of the condominium property except the units and designated common areas and facilities in Article VII hereof.

Common Expenses – Those expenses designated as common expenses in Chapter 5311, in this Declaration or in the Bylaws and the following:

- (a) All sums lawfully assessed against the unit owners by the Association;
- (b) Expenses of administration, maintenance, repair and replacement of the common areas and facilities; and
- (c) Expenses determined from time to time to be common expenses by the Association.

Condominium Property – The parcel, together with the buildings and all improvements and structures thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing for the common use of the unit owners.

Declaration – This instrument as originally executed, or, if amended as herein provided, as so amended.

Drawings – The drawings prepared and certified by Edward A. Schmitt, Registered Architect, and Donald E. Watson, Registered Surveyor, relating to the condominium property, which drawings are identified as Exhibit A to this Declaration.

Limited Common Areas and Facilities – Those parts of the common areas and facilities reserved for use of a certain unit to the exclusion of all other units and designated as limited common areas and facilities in Article VIII hereof.

Occupant – The person or persons, natural or artificial, other than the unit owner, In possession.

Ownership Interest – A unit and the undivided interest in the common areas and facilities appertaining thereto.

Parcel – The entire tract of land described in Article II hereof.

Rules – Such rules and regulations governing the operation and use of the condominium property or any portion, thereof as may be adopted and amended by the Board from time to time.

Unit – A part of the condominium property consisting of a number of rooms designed for use as a single–family residence and more specifically described in Article VI hereof.

Unit Owner – A person or persons, natural or artificial, owning the fee simple estate in a unit.

ARTICLE II

ESTABLISHMENT OF CONDOMINIUM AND DIVISION OF CONDOMINIUM PROPERTY

The Corporation is the owner of the following described land which, together with the buildings and all improvements and structures thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing for the common use of the unit owners, is hereby submitted to the provisions of Chapter 5311 of the Ohio Revised Code:

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township Lot No's 35 and 46 and bounded and described as follows:

Beginning at the intersection of the centerline of Ridge Creek Road (60 feet wide) and the centerline of Fallingwater Road (70 feet wide), as recorded in Woodlawn Estates, Inc.; Ledgewood Subdivision No. 1 as recorded In Volume 201, Page 69 of Cuyahoga County Map Records;

Thence South 0°—18'— 41" East along the center line of Fallingwater Road as aforesaid, 238.33 feet to a point of curvature;

Thence Southerly along the arc of a curve deflecting to the right and having a radius of 1535.49 feet, an arc of 140.93 feet and a chord of 140.88 feet which bears South 2°—19'—05" West to a point on the center line of Fallingwater Road;

Thence South 89°— 41'—19" West 68.17 feet to a point on the Westerly line of Fallingwater Road and the place of beginning;

Thence South 89°— 41'—19" West 521.31 feet to a point on an Easterly line of land conveyed to Woodlawn Estates, Inc., Ledgewood Park Area "C" as recorded in Volume 201, Page 69 of Cuyahoga County Map Records;

Thence South 19°—23'—09" West along an Easterly line of land conveyed to Woodlawn Estates, Inc., Ledgewood Park Area "C" as aforesaid 107.36 feet to the Northeast corner of land conveyed to Alfred W. Hinchcliff by deed dated November 1, 1943;

Thence North 8°— 41'—19" East 25.00 feet to a point;

Thence South 0°—18'—19" West 106.07 feet to the Northwest corner of Iyami Condominium as recorded in Volume 5, Pages 77 to 86 inclusive on Cuyahoga County Condominium Map Records;

Thence North 89°— 41'—19" East along the Northerly line of Iyami Condominium 515.81 feet to a point on the Westerly line of Fallingwater Road;

Thence Northerly along the arc of a curve deflecting to the left and having a radius of 1485.49 feet, an arc of 143.33 feet and a chord of 143.28 feet which bears North 10°—28'—06" East.

Thence Northerly along the arc of a curve deflecting to the left and having a radius of 70.00 feet, an arc of 70.06 feet and a chord of 67.17 feet which bears North 8°— 58'— 38" West to the place of beginning, be the same more or less but subject to all legal highways.

The condominium property is hereby divided into fourteen (14) freehold estates consisting of the units, and one (1) freehold estate consisting of the common areas and facilities.

ARTICLE III

NAME

The name by which this condominium property shall be known is Akita Condominium.

ARTICLE IV

PURPOSES AND RESTRICTIONS ON THE USE OF CONDOMINIUM PROPERTY

(1) Purposes. The purposes of the condominium property are to provide housing and recreational facilities for the unit owners and their

respective families, tenants, guests and servants in accordance with the provisions of Chapter 5311.

(2) **Restrictions on Use.** The units and common areas and facilities shall be used and occupied as follows:

- (a) No part of the condominium property shall be used for other than housing and the related common purposes for which the condominium property was designed. Each unit shall be used and occupied as a residence for a single family and for no other purpose.
- (b) There shall be no obstruction of the common areas and facilities nor shall anything be stored in the common areas and facilities without the prior written consent of the Association except as is otherwise provided herein.
- (c) Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rates of insurance on the buildings or contents thereof beyond that customarily applicable for residential use, without prior written consent of the Association. No unit owner shall permit anything to be done or kept in his unit or in the common areas and facilities which will result in the cancellation of insurance on any building, or the contents thereof, or which would be in violation of any law or regulation of any governmental authority. No waste shall be committed in the common areas and facilities.
- (d) No unit owner shall cause or permit anything (including, without limitation, a sign, awning, canopy, shutter, storm door, screen door, radio or television antenna) to be hung, displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or the outside of windows or doors, without the prior written consent of the Association.
- (e) No animals or birds of any kind shall be raised, bred or kept in any unit or in the common areas and facilities, except that dogs, cats and other household pets may be kept in units, subject to the rules adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or disturbance shall be permanently removed from the condominium property upon ten (10) days' written notice from the Association.

- (f) No noxious or offensive activity shall be carried on in any unit or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants.
- (g) Nothing shall be done in any unit or in, on or to the common areas and facilities which will impair the structural integrity of the buildings or any part thereof or which would structurally change the buildings or any part thereof except as is otherwise provided herein.
- (h) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the common areas and facilities, except in a patio court in such manner as not to be visible except from the unit for which such courtyard is reserved. The common areas and facilities shall be kept free and clear of all rubbish, debris and other unsightly materials.
 - (i) Except in a patio court in such manner as not to be visible except from the unit for which such court is reserved, or on driveways or in other areas specifically designed and intended for such purposes, there shall be no playing, lounging or parking or placing of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs in or on any part of the common areas and facilities.
- (j) No industry, business, trade, occupation or profession of any kind, whether for commercial, religious, educational, charitable or other purposes shall be conducted, maintained, or permitted on any part of the condominium property except such as may be permitted by the Association and subject to the rules, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any unit owner on any part of the condominium property or in any unit therein, except that
 - (i) the Corporation may perform or cause to be performed such work as is incident to the completion of the development of the condominium property, or to the sale or lease of units owned by the Corporation;
 - (ii) the Corporation or its agents may place "For Sale" or "For Rent" signs on any unsold or unoccupied units and may place such other signs on the condominium property as may be required to facilitate the sale or lease of unsold units;

(iii) the Association or its agent or representative may place “For Sale” or “For Rent” signs on any unit or on the condominium property for the purpose of facilitating the disposal of units by any unit owner, mortgagee or the Association; and

(iv) a unit owner with respect to a unit, and the Association or its agent or representative with respect to the common areas and facilities, may perform or cause to be performed any maintenance, repair or remodeling work, or other work required or permitted by this Declaration.

ARTICLE V

GENERAL DESCRIPTION OF BUILDING

The building constituting a part of the condominium property is one (1) multi-unit structure on the south side of the private Street named “Akita,” containing fourteen (14) one (1) story units without basements. The building is constructed of wood frame, with the exterior consisting mainly of wood. Each unit is designed for use as a single-family residence, and includes a two (2) car integral garage.

ARTICLE VI

UNITS

- (1) **Description of Units.** Each unit shall consist of:
- (a) The space enclosed within the undecorated interior surfaces of its perimeter walls, floors and ceilings (being in appropriate cases the inner surfaces parallel to the roof plane, of the roof rafters, and the projections thereof) projected, where appropriate, to form a complete enclosure of space, if any pipes, ducts, wires, conduits or structural divisions such as interior walls or partitions intervene;
 - (b) Any finishing material applied or affixed to the interior surfaces of the perimeter walls, floors, and ceilings, including, without limitation, paint, lacquer, varnish, wallpaper, tile and paneling;
 - (c) Non—supporting interior walls;

- (d) Windows and doors (including the garage door) in the perimeter walls; and
- (e) All utility pipes or lines or systems, and fixtures or appliances connected thereto, servicing a single unit (or connecting a single unit to a main or central utility to the point of disconnection from such main or central utility) whether located within the bounds of the unit or not, but not including any space occupied thereby if located outside the bounds of the unit.

Units forming a part of the condominium property are more particularly described in the drawings, which show graphically all the particulars of the buildings; without limiting the generality of the foregoing, the unit designations, plan, location, approximate area and number of rooms (exclusive of garage and minor rooms, all of which are shown on the drawings) are set forth below:

<u>UNIT NO.</u>	<u>PLAN</u>	<u>LOCATION</u>	<u>APPROXIMATE AREA sq. ft.</u>	<u>NO. OF ROOMS</u>
4501	B-2-L	17253 Akita	2426	4
4502	MC-3	17257 Akita	1922	5
4503	MC-2-A	17263 Akita	1698	4
4504	B-2-F	17267 Akita	2196	5
4505	C-2-F	17273 Akita	2016	4
4506	B-2-F	17281 Akita	2196	5
4507	A-3-F	17283 Akita	2538	5
4508	B-2-F	17289 Akita	2196	5
4509	A-3-F	17295 Akita	2538	5
4510	B-2-P	17301 Akita	2196	5
4511	MC-3	17307 Akita	1922	5
4512	C-2-F	17313 Akita	2016	4
4513	MC-2-B	17319 Akita	1698	4
4514	C-2-L	17325 Akita	2071	5

Each unit has immediate access to the common areas and facilities or limited common areas and facilities adjacent to the unit, including the accessory patio, yards, courts and driveway.

- (2) Prohibition Against Subdivision of Unit. No unit owner shall, by deed, plat or otherwise, subdivide or in any manner cause his unit to be separated into tracts or parcels smaller than the whole unit as shown on the drawings.
- (3) Ownership of a Unit. Except with respect to any of the common areas and facilities located within the bounds of a unit, each unit owner shall be entitled to the exclusive ownership and possession of his unit and to the ownership of an undivided interest in the common areas and facilities in the percentage expressed in Article VII hereof.

ARTICLE VII

COMMON AREAS AND FACILITIES

- (1) Description. Except as otherwise in this Declaration provided, the common areas and facilities shall consist of all parts of the condominium property except the units. Without limiting the generality of the foregoing, the common areas and facilities shall include the following, whether located within the bounds of a unit or not:
 - (a) All structural parts of the building including, without limitation, foundations, columns, joists, beams, supports, supporting walls, floors, ceilings and roofs;
 - (b) Patios, yards, courts and driveways;
 - (c) The private street designated Akita provided that such street shall cease to be part of the common areas and facilities when and if dedicated to public use with the consent of the association in accordance with Article XI and accepted by the public authority having jurisdiction;
 - (d) Any utility pipe or line or system servicing more than a single unit, and all ducts, wires, conduits and other accessories used therewith, but excluding any pipe or line or accessory connecting a single unit to a main or central pipe or line or system or to a pipe or line or system servicing more than a single unit;

- (e) All other parts of the condominium property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as common areas and facilities in the drawings;
- (f) The limited common areas and facilities hereinafter described; and
- (g) All repairs and replacements of any of the foregoing.

(2) **Ownership of Common Areas and Facilities.** The common areas and facilities shall be owned by the unit owners as tenants in common, and ownership thereof shall remain undivided. No action for partition of any part of the common areas and facilities shall be maintainable, except as specifically provided in Chapter 5311, nor may any unit owner otherwise waive or release any rights in the common areas and facilities; provided, however, that if any unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such unit ownership as between such co-owners,

(3) **Use of Common Areas and facilities.** Except with respect to limited common areas and exclusive use areas, each unit owner may use the common areas and facilities in accordance with the purposes for which they are intended, but subject to this Declaration and the rules, which right of use shall be appurtenant to and run with his unit.

(4) **Interest in Common Areas and Facilities.** The percentage of interest in the common areas and facilities of each unit has been determined by the Corporation in accordance with the provisions of Chapter 5311 and is as follows:

<u>UNIT NO.</u>	<u>PERCENTAGE OF INTEREST</u>
4501	8.19
4502	6.49
4503	5.73
4504	7.41
4505	6.80
4506	7.41
4507	8.57
4508	7.41
4509	8.57
4510	7.41
4511	6.49
4512	6.80
4513	5.73
4514	6.99

ARTICLE VIII

LIMITED COMMON AREAS AND FACILITIES

(1) Description. Each unit owner is hereby granted an irrevocable license to use and occupy the limited common areas and facilities reserved exclusively for the use of his unit. The limited common areas and facilities shall consist of:

- (a) The yard or yards, entry and entry court, patio and patio court, and driveway accessory to each unit, the use and occupancy of which shall in each case be limited to the appurtenant unit designated in the drawings, and
- (b) All other of the common areas and facilities as may be located within the bounds of a unit which are intended for the exclusive service of the unit, the use and occupancy of which shall in each case be limited to such unit.

(2) Use and Maintenance. A unit owner's use and occupancy of the limited common areas and facilities reserved for his unit shall be subject to and in accordance with this Declaration and the rules. Each unit owner shall in accordance with the rules maintain the patio and interior of the patio court which are appurtenant to his unit, including the pavement and any plantings or other landscaping therein, and the Association shall maintain the remainder of the limited common areas and facilities.

ARTICLE IX

ASSOCIATION

The Corporation shall cause to be formed an association for the administration of the condominium property to be called Akita Association, which may be an unincorporated association or may (but need not) be or become an Ohio corporation not for profit. Each unit owner shall be a member of the association, which membership shall terminate upon the sale or other disposition by such member of his unit, at which time the successor unit owner shall become a member of the association. The association shall be governed by bylaws in the form of the Bylaws attached hereto as Exhibit B, which bylaws may be amended from time to time as therein provided. The bylaws may contain, in addition to the provisions required to be included therein by Chapter 5311, any further provisions deemed by the Association to be desirable and not inconsistent with this Declaration.

ARTICLE X

AGENT FOR SERVICE OF PROCESS

John J. Whitney, a natural person resident in the county in which the condominium property is situated, and whose business address is The Williamson Building, Cleveland, Cuyahoga County, Ohio 44114, is hereby appointed as the agent to receive service of process for the association.

ARTICLE XI

GENERAL PROVISIONS AS TO UNITS AND COMMON AREAS AND FACILITIES

(1) Easements.

- (a) The association may hereafter grant easements for utility purposes for the benefit of the condominium property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along on and through any portion of the common areas and facilities; and each unit owner by his acceptance of a deed to his unit agrees from time to time to execute, acknowledge, deliver, and record, for and in the name of such unit owner, such instruments as may be necessary to effectuate the foregoing.
- (b) An easement in favor of each unit owner is hereby established, to permit such owner to attach draperies, pictures, mirrors and like decorations and furnishings to the interior surfaces of the perimeter and interior walls and ceilings.

(2) Use of Common Areas and Facilities No person shall use the common areas and facilities or any part thereof in any manner contrary to or not in accordance with this Declaration or the rules pertaining thereto. Without limiting the generality of the foregoing, the association shall have the right, but not the obligation, to promulgate rules governing the use of the common areas and facilities by unit owners and occupants and their respective families, tenants, guests, invitees and servants.

(3) Management, Maintenance, Repairs and Replacement of Common Areas and Facilities. Except as otherwise provided herein or in the rules, the management, maintenance, repair and replacement of the common areas and facilities shall be the responsibility of the association. The Board may delegate all or any portion of its authority to discharge such

responsibility to one or more independent contractors or to a managing agent, provided that no contract for such services shall provide for a term in excess of one year (which contract may, however, be renewed by action of the Board).

(4) Maintenance of Units.

(a) The association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions of the common areas and facilities located within the bounds of a unit, excluding, however:

(i) the interior surfaces of any walls, floors and ceilings; and

(ii) other portions of the common areas and facilities within its bounds the maintenance, repair or replacement of which may be the responsibility of a unit owner under any other provision of this Declaration.

(b) The responsibility of each unit owner shall be as follows

(i) to maintain, repair and replace at his expense: all portions of his unit, including the interior surfaces of floors, walls, ceilings and roof; all windows and doors (but the exterior appearance thereof shall be subject to the rules); all utility pipes or lines or systems, and fixtures or appliances (including air conditioning equipment) connected thereto servicing only such unit or connecting such unit alone to a main or central utility, whether located within the bounds of the unit or not; provided any such maintenance, repair or replacement which requires any exterior work or the alteration or excavation of any common area or facility shall be subject to the rules, which may (but need not) require that such work be performed by or under contract from the association and charged to such unit owner;

(ii) to maintain, repair and replace at his expense such portions of any limited common areas and facilities licensed, granted or otherwise assigned to such owner, as the association shall from time to time determine;

(iii) to perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the building;

(iv) not to paint or otherwise finish or decorate or change the appearance of any portion of any building not within the bounds of the unit, without the prior written consent of the association;

(v) to report promptly to the association, or to its managing agent any defect or need for repairs of which he has knowledge, the responsibility for the remedying of which is with the association;

(vi) not to make any alterations in any portions of the buildings which are to be maintained by the association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the buildings without the prior written consent of the association; and

(vii) not to impair or obstruct any easement without the prior written consents of the association and of the unit owner or owners for whose benefit such easement exists.

(5) **Repairs to Common Areas and Facilities and Owner's Acts.**

Each unit owner agrees to maintain, repair and replace at his expense all portions of the common areas and facilities which may be damaged or destroyed by reason of his own or his occupant's act or neglect, or by the act or neglect of any tenant, guest, invitee or servant of such unit owner or occupant.

(6) **Construction Defects** The obligation of the association and of

unit owners to repair, maintain and replace the portions of the condominium property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the condominium property.

(7) **Effect of Insurance or Construction Guarantees.** Not

withstanding the fact that the association and/or any unit owner may be entitled to the benefit of any guarantees of material and workmanship furnished by any contractor or subcontractor responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of construction guarantees or insurance coverage

shall not excuse any delay by the association or any unit owner in performing its or his obligations hereunder.

(8) **Dedication of Street to Public Use.** The unit owners may:

(a) Authorize the dedication or other transfer to the public authority having jurisdiction, for public use, of the private street designated Akita, and/or authorize the revocation in whole or in part of the offer of dedication expressed in the plat entitled “Offer of Dedication Plat of Avant Village No. 2,” recorded in Volume 205 of Maps, Page 44 of Cuyahoga County Records (such dedication, transfer or revocation so authorized to be effected by Bob Schmitt Homes, Inc., its successors or assigns as Trustee for the unit owners, or by the association as successor Trustee for the unit owners, in the discretion of such Trustee or the Board of such successor Trustee, pursuant to the rights and powers heretofore reserved in a certain deed from Bob Schmitt Homes, Inc. to Woodlawn Estates, Inc. recorded in Volume 12591, Page 31.5 of Cuyahoga County Records) by the affirmative vote of unit owners entitled to exercise not less than Fifty Per Cent (50%) of the voting power of the association at a meeting of unit owners held for the purpose of considering and voting upon such authorization or

(b) Direct such Trustee or successor Trustee to effect such dedication, transfer or revocation, by the affirmative vote of unit owners entitled to exercise not less than Seventy—five Per Cent (75%) of the voting power of the association at a meeting of unit owners held for the purpose of considering and voting upon such direction.

ARTICLE XII

COMMON EXPENSES AND ASSESSMENTS

(1) **Obligation of Unit Owners to Pay Assessments.** The common profits of the condominium property shall be distributed among and the common expenses shall be charged to the unit owners according to the percentages of interest in the common areas and facilities of their respective units. Every unit owner shall pay his proportionate share of assessments for common expenses and any special assessments levied against him. No unit owner may avoid his proportionate share of assessments for common expenses and any special assessments levied against him by attempted waiver or release of any rights in the common areas and facilities, nor by abandonment of his unit, nor otherwise.

(2) **Failure to Pay Assessments When Due.** In the event any unit owner fails to pay any assessment made by the Board within ten (10) days after the same shall have become due and payable; the Board may, in its discretion, discontinue any or all services to the unit owned by such unit owner which may be included as a part of the common expenses. Any assessment not paid within ten (10) days after the same shall have become due and payable shall bear interest at such rate, not in excess of Eight Per Cent (8%) per annum, as may be determined by the Board until the same shall have been paid.

(3) **Statement of Unpaid Expenses.** Any prospective grantee or mortgagee of an ownership interest may request in writing a written statement from the Board or managing agent of the association setting for the amount of unpaid assessments with respect to the unit ownership to be sold or encumbered, and the Board shall within ten (10) days after receipt of such request, furnish such a statement. In the case of a sale of any ownership interest, no grantee shall be liable for, nor shall any ownership interest be subject to a lien for, any unpaid assessments which became due prior to the date of the making of such request and which are not set forth in such statement. In the case of the creation of any mortgage, any lien of the association for unpaid assessments which became due prior to the date of the making of such request and which is not set forth in such statement shall subordinate to such mortgage if such unpaid assessments are not set forth in such statement.

(4) **Responsibility of Unit Owners for Unpaid Assessments.** Except as otherwise provided in Paragraph 3 of this Article XII, in the case of any voluntary conveyance of a unit the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter up to the time of transfer, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. A unit owner shall be liable for all assessments made while he is the owner of a unit, and no unit owner shall be liable for any such assessments made after he ceases to be the owner of a unit.

(5) **Non-liability of Mortgagee as Mortgage Foreclosure Sale Purchaser.** If the mortgagee (under a first mortgage of record upon a unit) purchases such unit as a result of a mortgage foreclosure sale judicially ordered or decreed in an action to which the association has been made a party, such mortgagee upon acquiring title to such unit shall not, by virtue of such ownership, become liable for the share of the common expenses or other assessments by the association against the former owner of such unit which became due prior to the mortgagee's acquisition of title thereto; without prejudice to the association's right to recover such unpaid share of the common expenses or other assessments from such former owner, such unpaid share shall upon the mortgagee's acquisition of title be deemed to

be common expense collectible from all unit owners, including such mortgagee, according to the percentage of interest in the common areas and facilities of their respective units.

(6). Lien for Unpaid Assessments. The association shall have a lien upon each ownership interest for the payment of all assessments, whether for the common expenses or levied as special assessments, against the unit constituting a part of such ownership interest which remain unpaid for ten (10) days after the same have become due and payable in like manner and with the same effect as the lien of the association for common expenses accorded by Chapter 5311.

(7) Status of Assessments and Other Funds Collected. All assessments and other funds collected by the Association shall be held and expended solely for the purposes designated in this Declaration and the Bylaws, and (except for such special assessments as may be levied against or required from less than all of the unit owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held by the Association in trust for the use, benefit and account of all of the unit owners according to the percentage of interest in the common areas and facilities of their respective units; upon transfer of title to any unit, the transferee shall succeed as unit owner to his predecessor's interest in such assessments and other funds and such predecessor shall have no further interest therein.

ARTICLE XIII

SALE, LEASING OR OTHER ALIENATION

(1) Sale or Lease. Any unit owner, other than the Corporation, who wishes to sell or lease his ownership interest or any interest therein (or any lessee of any ownership interest wishing to assign or sublease such ownership interest) to any person shall give to the Board, not less than thirty (30) days prior to the date of the proposed sale or lease, written notice of the terms of any proposed sale or lease, together with his name and address, the unit of which he is the owner and which is to be the subject matter of the proposed sale or lease, the name and address of the proposed purchaser or lessee, the amount deemed by him to constitute the fair market value of such ownership interest and the amount of any liens and encumbrances thereon. The members of the Board, acting on behalf of unit owners as hereinafter provided, shall at all times have the first right and option to purchase or lease such ownership interest or Interest therein upon the same terms, which option shall expire fifteen (15) days after the date of receipt by it of such notice; provided, however, that if the proposed purchase or lease shall be for a consideration which the Board does not deem to reflect the fair market value of such ownership interest or interest

therein, the Board may elect to exercise such option in the manner, within the period, and on the terms set forth in paragraph (2) of this Article XIII. If said option is not exercised by the Board within the aforesaid option period, the owner or lessee may, upon the expiration of said option period, contract to sell or lease (or sublease or assign) such ownership interest or such interest therein to the proposed purchaser or lessee named in such notice upon the terms specified therein, but no such lease shall be made for a term of less than sixty (60) days.

(2) **Inter Vivo Gift.** Any owner, other than the Corporation, who wishes to make an inter vivo gift of his ownership interest or any interest therein to any person or persons other than his spouse and his lineal descendants or any one or more of them, shall give to the Board, not less than thirty (30) days prior to the date of the proposed gift, written notice of his intent to make such gift and shall specify in said notice his name and address, the unit of which he is the owner and which is to be subject matter of the proposed gift, the name and address of the intended donee, the contemplated date of said gift, the amount deemed by him to constitute the fair market value of such ownership interest or interest therein, and the amount of any liens or encumbrances thereon. The members of the Board, acting on behalf of consenting unit owners as hereinafter provided, shall at all times have the first right and option to purchase or otherwise acquire such ownership interest or interest therein for cash at the fair market value thereof less the amount of any liens and encumbrances thereon. If the Board does not deem the amount so specified in said notice to be the fair market value of such ownership interest or interest therein, the Board may, within ten (10) days after the service .of such written notice by the unit owner, so notify the unit owner in writing and specify a different amount as the fair market value of said ownership interest or interest therein. The fair market value of the ownership interest therein involved shall be deemed to be the amount specified by the unit owner, or if the Board as aforesaid has specified a different amount, then the amount specified by the Board, unless either

- (a) The Board and the unit owner at any time within fifteen (15) days after the service of such notice by the unit owner agree upon a different amount or
- (b) Either the unit owner or the Board, within said fifteen (15) day period (but not thereafter) serves a written + notice on the other that he or it desires that the determination of such fair market value shall be made by a board of appraisers, in which case such determination shall be made by the majority vote of a board of three appraisers, one of whom shall be appointed by the unit owner and another of whom shall be appointed by the Board, each such appointment to be made within five (5) days after the receipt by the other party of the aforesaid notice, and

the third of whom shall be appointed by the first two appraisers within five (5) days after the last of their respective appointments. Upon such determination, said appraisers shall promptly give written notice thereof to the unit owner and the Board.

The Board's option to purchase or otherwise acquire said ownership interest or interest therein shall expire fifteen (15) days after the date the fair market value thereof becomes fixed as aforesaid.

(3) Devise and Inheritance. In the event any unit owner dies and his ownership interest or any interest therein passes by devise or under the laws of intestacy to any person or persons other than his spouse and his lineal descendants or one or more of them, the members of the Board, acting on behalf of consenting unit owners as hereinafter provided, shall have the first right and option (exercisable in the manner hereinafter set forth) to purchase said ownership interest or interest therein either from the devisee or devisees or the heir or heirs of the deceased unit owner or, if a power of sale is conferred by the will of any such unit owner upon the personal representative named therein, from such personal representative acting pursuant to said power, for cash at the fair market value thereof, less the amount of any liens and encumbrances thereon. Within sixty (60) days after the appointment of a personal representative of the deceased unit owner, the Board shall give notice of this option to said devisee or devisees, heir or heirs, or personal representative, as the case may be, and shall specify therein an amount deemed by the Board to constitute the fair market value of such ownership interest or interest therein. If the person or persons to whom such notice is given do not deem the amount so specified in said notice to be the fair market value of such ownership interest or interest therein, such person or persons may within fifteen (15) days after the service of such written notice so notify the Board in writing and specify a different amount as the fair market value of said ownership interest or interest therein. The fair market value of the ownership interest or interest therein involved shall be deemed to be the amount specified by the Board or if such person or persons as aforesaid has or have specified a different amount, then the amount specified by such person or persons, unless either

- (a) The Board and such person or persons at any time within thirty (30) days after the service of such written notice by the Board agree upon a different amount or
- (b) Either such person or persons or the Board within said thirty— (30) day period (but not thereafter) serves a written notice upon the other that he, they or it desires that the determination of such fair market value shall be made by a Board of appraisers, in which case such determination shall be made by the majority vote of a board of three (3) appraisers, one of whom shall be

appointed by the Board and the other of whom shall be appointed by such person or persons, each such appointment to be made within five (5) days after the receipt by the other party of the aforesaid notice, and the third of whom shall be appointed by the first two appraisers within five (5) days after the last of their respective appointments. Upon such determination, said appraisers shall promptly give written notice thereof to such person or persons and the Board.

The Board's option to purchase or otherwise acquire said ownership interest or interest therein shall expire thirty (30) days after the date the fair market value thereof becomes fixed as aforesaid if the personal representative of the deceased unit owner is empowered to sell and shall expire three (3) months after said date if said personal representative is not empowered to sell. Nothing herein contained shall be deemed to restrict the right of the Board or its authorized representative, pursuant to authority given to the Board by the unit owners as hereinafter provided, to bid at any sale of the ownership interest or interest therein of any deceased unit owner which sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased unit owner's estate which contains his or her ownership interest or interest therein.

(4) Involuntary Sale.

- (a) In the event any ownership interest or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the unit so sold, give to the Board, not less than thirty (30) days prior to the date such person intends to take possession, written notice of such intention together with his name and address, the unit purchased, and the purchase price, whereupon the members of the Board, acting on behalf of consenting unit owners as hereinafter provided, shall have the first right and option to purchase such ownership interest or interest therein at the same price for which it was sold at such sale, provided, however, that as to any mortgagee purchasing at such sale, the purchase price shall be the price for which it was sold at such sale, or the fair market value thereof, whichever is higher. Any mortgagee purchasing at such sale shall, if it deems said fair market value to be higher than the price for which it was sold at said sale, specify in the notice provided for herein above, the fair market value of such ownership interest or interest therein. If the Board does not deem the amount so specified in said notice to be the fair market value thereof, then the Board may elect to exercise such option on the manner, within the period, and on the terms set forth in paragraph (2) of this Article XIII. Except as otherwise provided herein, if said

option is not exercised by the Board within said thirty (30) days after receipt of such notice it shall thereupon expire and said purchaser may thereafter take possession of said unit. The Board shall be deemed to have exercised its option if it tenders to an escrow agent selected by it the required sum of money for the account of the purchaser within said thirty—(30) day period.

- (b) In the event any unit owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or deed of trust on or against his ownership interest, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have, in addition to any right of subrogation resulting from such payment, a lien therefor against such ownership Interest, which lien shall have the same force and effect and may be enforced in the same manner as a lien of the association for unpaid common expenses.

(5) Consummation of Purchase. Any option exercisable by the Board hereunder may be exercised within the respective option period by delivery by the Board of written notice of such exercise to the person or persons required to sell any ownership interest or interest therein to the Board in accordance with the provisions of this Article XIII. Any purchase effected pursuant to the provisions of this Article XIII shall be made by the payment of the purchase price by the Board, on behalf of the consenting unit owners, in return for a conveyance of the ownership interest or interest therein, subject to any liens and encumbrances thereon, to the president or chief officer of the association as trustee for all consenting unit owners. Such conveyance and payment shall be made within twenty (20) days after the exercise of any option by the Board as in this Article XIII provided.

(6) Consent of Voting Members. The Board shall not exercise any option herein above set forth to purchase any ownership interest or interest therein unless it shall have been authorized to do so by the affirmative vote of unit owners entitled to exercise not less than seventy—five—percent (75%) of the voting power and whose units are not the subject matter of such option. The Board may bid and purchase at any sale of an ownership interest or interest therein which is held pursuant to any order or direction of a court upon the prior authorization of the unit owners as aforesaid which authorization shall set forth a maximum price which the Board is authorized to bid and pay for said ownership interest or Interest therein.

(7) Release, Waiver, and Exceptions to Option. Not less than three—fourths (3/4) of the members of the Board may, at a meeting or in writing, waive or release any of the options contained in this Article XIII

and in such event the ownership interest or interest therein which is subject to an option set forth in this Article XIII may be sold, conveyed, leased, given, devised or passed as contemplated in that instance without the requirements of the other paragraphs of this Article having been met. In addition, none of the options contained in this Article XIII shall be applicable to any sales, the Corporation is the grantor, lessor or sublessor, respectively.

(8) Evidence of Termination of Option. A certificate executed and acknowledged by the chief officer or secretary of the association stating that the provisions of this Article XIII as herein above set forth have been met by a unit owner, or duly waived or released by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the unit owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished upon request by the association to any person or persons who have in fact complied with the provisions of this Article or with respect to whom the provisions of this Article have been waived or released, upon payment of a reasonable charge, not to exceed Ten Dollars (\$10.00) in any instance.

(9) Financing of Purchase Under Option.

- (a) Acquisition of any ownership interest or interest therein under the provisions of this Article shall be made from the reserve for contingencies and replacements for the account of consenting unit owners. If said reserve is insufficient, the association shall levy a special assessment against each consenting unit owner in the proportion which his percentage of interest in the common areas and facilities bears to the percentage of interest in the common areas and facilities of all consenting unit owners, which assessment shall become a lien and be enforceable as a lien for common expenses.
- (b) The Board, in its discretion, may borrow money to finance the acquisition of any ownership interest or interest therein authorized by this Article; provided, however, that no financing may be secured by any lien or encumbrance on any portion of the condominium property other than the ownership interest or interest therein to be acquired.

(10) Title to Acquired Interests. Ownership interests or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the president or other chief officer of the association as trustee for all consenting unit owners. Such holding shall be for the benefit of all those unit owners consenting to and participating in such acquisition. Said ownership interests or interests therein shall be sold or leased by the Board for the benefit of such unit owners. All proceeds of any such sale or leasing shall be deposited in the reserve fund and may thereafter be

disbursed or credited at such time and in such manner as the Board may determine for the benefit of such consenting unit owners.

ARTICLE XIV

PURCHASE OF UNIT OF DISSENTING OWNER UPON REHABILITATION

In the event that the association decides to have the condominium property renewed and rehabilitated as provided in Chapter 5311, any unit owner who does not vote for such renewal and rehabilitation may elect to receive the fair market value of his ownership interest, less the amount of any liens and encumbrances thereon to be assumed, in accordance with the provisions of Article XVII hereof.

ARTICLE XV

SALE OF CONDOMINIUM PROPERTY

The unit owners, by the affirmative vote of those entitled to exercise not less than Eighty-five Per Cent (85%) of the voting power, may elect to sell the condominium property as an entirety. Any such election shall be binding upon all unit owners and all unit owners shall thereupon execute and deliver all such instruments and perform all such acts as may be necessary to effect such sale, provided, however, that any unit owner who does not vote for such sale may elect to receive the fair market value of his ownership interest, less the amount of any liens and encumbrances thereon in accordance with the provisions of Article XVII hereof.

ARTICLE XVI

REMOVAL OF PROPERTY FROM PROVISIONS OF CHAPTER 5311

Anything in Chapter 5311 to the contrary notwithstanding, the unit owners, by the affirmative vote of those entitled to exercise not less than Eighty-five Per Cent (85%) of the voting power, may elect to remove the condominium property from the provisions of Chapter 5311. Any unit owner who does not vote for such removal may elect to receive the fair market value of his ownership interest, less the amount of any liens and encumbrances thereon, in accordance with the provisions of Article XVII hereof.

ARTICLE XVII

PROCEEDINGS CONCERNING DISSENTING OWNERS

Any unit owner who is entitled to notice of a meeting called to act upon any of the matters mentioned in Articles XIV, XV and XVI hereof and who does not vote in favor of such matters shall be entitled, upon complying with the provisions of this Article, to receive the fair market value of his ownership interest as of the date such vote is taken, less the amount of any liens and encumbrances thereon. Such unit owner, in order to become entitled to such receipt, shall serve a written demand therefor upon the president or other chief officer of the association within five (5) days after receiving notice of such vote. The unit owner shall specify in said demand his name and address, the unit of which he is the owner and with respect to which such demand is made, the amount claimed by him as constituting such value, and the amount of such liens and encumbrances thereon. If the Board is unwilling to pay the amount so demanded, the Board may, on behalf of the association, within ten (10) days after the service of such written demand, so notify the unit owner and make a counter offer of a different amount as the fair market value of the ownership interest as to which demand has been made in compliance herewith. The fair market value of the ownership interest involved in the demand by the unit owner shall be deemed to be the amount demanded by him if he has complied with the provisions of this Article, or if the association as aforesaid has made a counter offer of a different amount, then the amount specified in such counter offer, unless either

- (a) The Board and the unit owner at any time within twenty (20) days after the service of such demand agree upon a different amount or
- (b) Either the unit owner or the association, within said twenty— (20) day period (but not thereafter) serves a written notice on the other that he or it desires that the determination of the fair market value of such unit shall be made by a board of appraisers, in which case, such determination shall be made by the majority vote of a board of three (3) appraisers, one of whom shall be appointed by the Board and the other of whom shall be appointed by the unit owner, each such appointment to be made within five (5) days after the receipt by the other party of the aforesaid notice, and the third of whom shall be appointed by the first two appraisers within five (5) days after the last of their respective appointments. The fair market value, determined as above provided, of such ownership interest less the amount of any liens and encumbrances thereon as above provided shall be paid to the unit owner in return for a

conveyance of his ownership interest, subject to any liens and encumbrances thereon, to the president or chief officer of the association as trustee for all other unit owners. Such conveyance and payment of the consideration therefor, which shall be a common expense to the unit owners who have not elected to receive the fair market value of their units, shall be made within ten (10) days after the service of the aforesaid written demand by the unit owner unless the association has made a counter offer as above provided, in which event such conveyance and payment shall be made within ten (10) days after the fair market value of the ownership interest has been agreed upon or determined by said board of appraisers, as the case may be.

ARTICLE XVIII

INSURANCE

(1) **Fire and Extended Coverage Insurance.**

- (a) The Board shall from time to time obtain for the benefit of all unit owners Insurance on the buildings and all other structures and improvements constituting a part of the condominium property and on the permanent additions and improvements located within the bounds of each unit against loss or damage by fire, lightning, such perils as are comprehended within the term "extended coverage," vandalism, and malicious mischief In an amount not less than the full replacement value thereof. Such insurance shall be written in the name of, and the proceeds thereof shall be payable to the association as trustee for the unit owners and their respective mortgagees, as their interests may appear, and provision shall be made for the issuance, upon request, of certificates of such insurance to the unit owners and their respective mortgagees. The coverage afforded by such insurance shall be reviewed by the Board not less frequently than once each year to determine if the amounts payable thereunder and the coverage thereof comply with the requirements of this subparagraph (a). Each unit owner shall promptly advise the Board or the managing agent, if any, of the nature and value of any permanent additions or improvements contemplated to be made with respect to his unit. Such insurance shall also provide for the waiver by the insurer of any and all rights of subrogation or assignment and all causes and rights of recovery against the unit owners, and their respective families, tenants, guests and servants, and each of them, the association, the Board, any managing agent and all

persons lawfully in possession or control of any part of the condominium property, for recovery against them or any of them for any loss occurring to the Insured property resulting from any of the perils insured against under such insurance policy.

- (b) Any unit owner may obtain individual contents or chattel property Insurance, but no unit owner may procure any individual policies of Insurance insuring against any loss or damage covered by any of the insurance procured by the Board in accordance with subparagraph (a) of this paragraph (1). All policies of insurance purchased by unit owners shall contain waivers of subrogation or assignment in form satisfactory to the Board, and copies of all such policies shall be deposited with the Board or the managing agent.

(2) Public Liability Insurance. The Board shall insure itself, the association, any managing agent, the unit owners and their respective families, tenants, guests and servants and all persons lawfully in possession or control of any part of the condominium property, against liability for bodily injury, disease, illness or death and for injury to or destruction of property- occurring upon, in or about, or arising from or relating to the common areas and facilities, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000) in respect to bodily injury disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000) in respect to any one occurrence, and to the limit of not less than Five Hundred Thousand Dollars (\$500,000) in respect to damage to or destruction of property arising out of any one accident. Such insurance shall not insure against liability for personal injury or property damage arising out of or relating to the individual units.

(3) Board as Agent. The Board shall be the exclusive agent for each of the unit owners and for each holder of a mortgage or other lien upon any unit, to adjust all claims arising under insurance policies procured by the Board and to execute and deliver releases upon the payment of claims.

ARTICLE XIX

GENERAL PROVISIONS

(1) **Copies of Notices to Mortgage Lenders.** Upon written request to the Board, the holder of any duly recorded mortgage on any ownership interest shall be given a copy of any and all notices permitted or required by this Declaration to be given to the unit owner or owners whose ownership interest is subject to such mortgage.

(2) **Services of Notices on the Board.** Notices required to be given to the Board or the association may be delivered to any two (2) members of the Board or to the chief officer of the association, either personally or by certified mail, with postage prepaid, addressed to such members or officer at his unit.

(3) **Service of Notices on Devisees and Personal Representatives.** Notices required to be given any devisee, heir or personal representative of a deceased unit owner may be delivered either personally or by certified mail, with postage prepaid, to such party at his or its address appearing in the records of the court wherein the estate of such deceased unit owner is being administered.

(4) **Compliance with Covenants.** All unit owners and occupants shall comply with all covenants, conditions and restrictions set forth in any deed to which they are subject or in the Declaration, By-Laws or rules, as any of the same may be amended from time to time.

(5) **Non-Waiver of Covenants.** No covenants, conditions or restrictions, obligations, or provisions contained In this Declaration, the By-Laws or the rules 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.

(6) **Insufficiency of Liability Insurance.** In the event the insurance effected by the Board on behalf of the unit owners and occupants against liability for personal injury or property damage arising from or relating to the common areas and facilities shall, for any reason, not fully cover any such liability, the amount of any deficit shall be a common expense to the unit owners, and any unit owner who shall have paid all or any portion of such deficiency in an amount exceeding his proportionate share thereof based on his percentage of interest In the common areas and facilities shall have a right of contribution from the other unit owners according to their respective percentages of interest in the common areas and facilities.

(7) Headings. The heading to each Article and to each paragraph hereof is inserted only as a matter of convenience and for reference and in no way defines, limits or describes the scope or intent of this Declaration nor in any way affects this Declaration.

(8) Severability The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of any other provision of this Declaration.

(9) Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) any rule against perpetuities or any analogous provision, (b) any rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limitations, then such provision shall continue in effect for only twenty—one (21) years after the death of the last survivor of the now living descendants of Richard N. Nixon, President of the United States, and James A. Rhodes, Governor of the State of Ohio.

(10) Covenants to Run with Land. All easements, rights, covenants, conditions and restrictions set forth in this Declaration are appurtenances, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Corporation, its successors and assigns, and any unit owner, occupant, purchaser, lessee, mortgagee and other person having an interest in the condominium property or any portion thereof.

(11) Interpretation of Declaration. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a high quality condominium development.

ARTICLE XX

AMENDMENTS TO DECLARATION AND ACTION WITHOUT MEETING

(1) Amendments by Unit Owners. The provisions of Articles VI, VII, paragraph (6) of Article XIII, and this Article XX of this Declaration may be amended by the affirmative vote of all unit owners at a meeting held for such purpose. All other provisions of this Declaration may be amended by the unit owners at a meeting held for such purpose by the affirmative vote of those entitled to exercise not less than Seventy-five Per Cent (75%) of the voting power. No amendment of this Declaration shall conflict with the provisions of Chapter 5311. Upon the adoption of any amendment, a

certificate containing a copy of the resolution adopting the amendment and a statement of the manner of its adoption shall be filed with the recorder of the county in which the condominium property is situated and thereupon this Declaration shall be amended accordingly. Such certificate shall be signed by the president or other chief officer and the secretary or an assistant secretary of the association.

(2) Action Without Meeting. Any action which may be authorized or taken at a meeting of the unit owners or of the Board, as the case may be, may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by all of the unit owners or all of the members of the Board, respectively, which writing or writings shall be filed with or entered upon the records of the association. Any certificate with respect to the authorization or taking of any such action which is required to be filed with the recorder of the county in which the condominium property is situated shall recite that the authorization or taking of such action was in a writing or writings approved and signed as specified in this Article XX.

ARTICLE XXI

ADDITIONAL PROPERTY OF THE CORPORATION

(1) Description. The Corporation is the owner in fee simple of the following—described property (“the Additional Property”) which adjoins the condominium property:

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township Lot No’s. 35 and 46 and bounded and described as follows:

Beginning at the intersection of the center line of Ridge Creek Road (60 feet wide) and the center line of Fallingwater Road (70 feet wide), as recorded in Woodlawn Estates, Inc., Ledgewood Subdivision No. 1 as recorded in Volume 201, Page 69 of Cuyahoga County Map Records;

Thence South 0°—18’-41” East along the center line of Fallingwater Road, as aforesaid, 238.33 feet to a point of curvature;

Thence Southerly along the arc of a curve deflecting to the right and having a radius of 1535.49 feet, an arc of 145.95 feet and a chord of 145.90 feet which bears South 2°—23’—07” West to a point on the center line of Fallingwater Road;

Thence South 89°—41’—29” West 69.39 feet to a point on the Westerly line of Fallingwater Road and the place of beginning;

Thence South 89°—41’—29” West 521.53 feet to a point on an

Easterly line of land conveyed to Woodlawn Estates, Inc., Ledgeswood Park Area "C" as recorded in Volume 201, Page 69 of Cuyahoga County Map Records;

Thence North 19°—23'--09" East along the Easterly line of land conveyed to Woodlawn Estates, Inc., Ledgeswood Park Area "C" as aforesaid 154.55 feet to a point;

Thence North 89°—39'—44" East along the Southerly line of said Ledgeswood Park Area "C" 510.64 feet to a point on the Westerly line of Fallingwater Road;

Thence Southerly along the arc of a curve deflecting to the right and having a radius of 1500.49 feet, an arc of 101.31 feet and a chord of 101.29 feet which bears South 1°—37'—22" West to a point;

Thence Southerly along the arc of a curve deflecting to the left and having a radius of 70.00 feet, an arc of 60.25 feet and a chord of 58.41 feet which bears South 40°—03'—03" West to the place of beginning be the same more or less but subject to all legal highways.

(2) Development and Incorporation of Additional Property Into Condominium. The Corporation intends to develop the Additional Property for approximately thirteen (13) single-family residence units, of substantially the same types as the units in the condominium property, and to subject the Additional Property as so developed to the provisions of Chapter 5311 of the Ohio Revised Code.

The incorporation of the Additional Property as so developed into Akita Condominium shall be effected by the filing of an Amendment to the Declaration and Amended Drawings reflecting such incorporation, such Amendment to provide for each unit (including the new units developed upon the Additional Property) a percentage of interest in the common areas and facilities which shall be in the proportion that the ground floor area of each unit bears to the aggregate of the ground floor areas of all the units in the condominium, as determined by the Corporation in good faith. If requested by the Corporation, each unit owner and each mortgagee of a unit shall (and by acceptance of a deed or mortgage respectively to such unit shall agree to) approve or join in the execution of such Amendment to the Declaration and to execute or join in the execution of, acknowledge, deliver and record such instruments (with dower rights released) as may be deemed by the Corporation necessary or appropriate to effectuate such incorporation.

IN WITNESS WHEREOF, WOODLAWN ESTATES, INC. has executed this instrument by its President, pursuant to authorization of its Board of Directors, on the date first above written.

Signed in the presence of: WOODLAWN ESTATES, INC.

Patricia L. Vale Sue A. Rademacher By Donald E. Watson, Vice President

STATE OF OHIO)) SS. CUYAHOGA COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared the above named WOODLAWN ESTATES, INC. by Donald E. Watson, its Vice President, who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said Corporation, and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 15th day of March, 1971.

This instrument prepared by:

Ford, Howland, Whitney & Haase 1030 Williamson Building Cleveland, Ohio 44114 771-3344

Alice L. Lee. Notary Public My commission expires Jan. 20, 1974.

AKITA CONDOMINIUM

City of Strongsville

Cuyahoga County State of Ohio

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this First Amendment to Declaration of Condominium Ownership for Akita Condominium for Akita Condominium and the Drawings attached thereto, have been filed in the office of the Auditor of Cuyahoga County this 5th day of May 1971.

**RALPH J. PERK, County
Auditor**

**By Beatrice Whitmore,
Deputy Auditor**

This instrument prepared by:

Ford, Howland, Whitney & Haase
Attorneys at Law
1030 Williamson Building
Cleveland, Ohio 44114

RECORDER'S NOTE:

For maps accompanying this declaration and by-laws see
Vol. 6 pages 73 to 81 inclusive of condominium map
records.

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP**

FOR AKITA CONDOMINIUM

WHEREAS, WOODLAWN ESTATES, INC., an Ohio corporation (“the corporation”) on March 15, 1971 executed a Declaration of Condominium Ownership for Akita Condominium (“the Declaration”) which Declaration with the drawings and By–laws attached thereto was on March 22, 1971 filed with the Recorder of Cuyahoga County, and which Declaration and By–laws were recorded in Volume 12781 at page 581 of Cuyahoga County Deed Records and which Drawings were recorded in Volume 6 at page 48 of Cuyahoga County Condominium Map Records; and

WHEREAS Article XXI of the Declaration describes certain Additional Property owned by the Corporation (“the Additional Property”); and

WHEREAS, the Corporation has developed the Additional Property for twelve single–family residence units of substantially the same types as the units presently in Akita Condominium, and desires (pursuant to said Article XXI) to subject the Additional Property as so developed to the provisions of Chapter 5311 of the Ohio Revised Code and to incorporate the Additional Property as so developed into Akita Condominium; and

WHEREAS, said Article XXI of the Declaration provides for such incorporation by the filing of an Amendment to the Declaration and Amended Drawings reflecting such incorporation, and further provides that each unit owner and each mortgagee shall, if requested by the Corporation, approve or join in the execution of such Amendment to the Declaration and shall execute or join in the execution of, acknowledge, deliver and record such instruments (with dower rights released) as may be deemed by the Corporation necessary or appropriate to effectuate such incorporation.

NOW, THEREFORE, the Declaration of Condominium Ownership for Akita Condominium is amended as follows:

A. Article II of the Declaration is hereby amended to read as follows:

ARTICLE II

ESTABLISHMENT OF CONDOMINIUM AND DIVISION OF CONDOMINIUM PROPERTY

“The Corporation is the owner of the following described land which, together with the buildings and all improvements and structures thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing for the common use of the unit owners, is hereby submitted to the provisions of Chapter 5311 of the Ohio Revised Code:

PARCEL NO. 1

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township Lot No’s 35 and 46 and bounded and described as follows:

Beginning at the intersection of the center line of Ridge Creek Road (60 feet wide) and the center line of Fallingwater Road (70 feet wide), as recorded in Woodlawn Estates, Inc.; Ledgewood Subdivision No. 1 as recorded in Volume 201, Page 69 of Cuyahoga County Map Records;

Thence South 0°—18’—41” East along the center line of Fallingwater Road as aforesaid, 238.33 feet to a point of curvature;

Thence Southerly along the arc of a curve deflecting to the right and having a radius of 1535.49 feet, an arc of 140.93 feet and a chord of 140.88 feet which bears South 2° —19’—05” West to a point on the center line of Fallingwater Road;

Thence South 80°—41’—19” West 68.17 feet to a point on the Westerly line of Fallingwater Road and the place of beginning;

Thence South 89°—41’—19” West 521.31 feet to a point on an Easterly line of land conveyed to Woodlawn Estates, Inc., Ledgewood Park Area “C” as recorded in Volume 201, Page 69 of Cuyahoga County Map Records;

Thence South 19°—23'—09" West along an Easterly line of land conveyed to Woodlawn Estates, Inc., LedgeWood Park Area "C" as aforesaid 107.36 feet to the Northeast corner of land conveyed to Alfred W. Hinchcliff by deed dated November 1, 1943.
Thence North 89°—41'—19" East 25.00 feet to a point;
Thence South 0°—18'—41" West 106.07 feet to the Northwest corner of Iyami Condominium as recorded in Volume 5, Pages 77 to 86 inclusive on Cuyahoga County Condominium Map Records;
Thence North 89°—41'—19" East along the Northerly line of Iyami Condominium 515.81 feet to a point on the Westerly line of Fallingwater Road;
Thence Northerly along the arc of a curve deflecting to the left and having a radius of 1485.49 feet, an arc of 143.33 feet and a chord of 143.28 feet which bears North 10°—28'—06" East;
Thence Northerly along the arc of a curve deflecting to the left and having a radius of 70.00 feet, an arc of 70.06 feet and a chord of 67.17 feet which bears North 8°—58'—38" West to the place of beginning, be the same more or less but subject to all legal highways.

PARCEL NO. 2

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township Lot No's 35 and 46 and bounded and described as follows:

Beginning at the intersection of the center line of Ridge Creek Road (60 feet wide) and the center line of Fallingwater Road (70 feet wide), as recorded in Woodlawn Estates, Inc. LedgeWood Subdivision No. 1 as recorded in Volume 201, Page 69 of Cuyahoga County Map Records;
Thence South 0°—18'—41" East along the center line of Fallingwater Road, as aforesaid, 238.33 feet to a point of curvature;
Thence Southerly along the arc of a curve deflecting to the right and having a radius of 1535.49 feet, an arc of 140.93 feet and a chord of 140.88 feet which bears South 2°—19'—05" West to a point on the center line of Fallingwater Road;
Thence South 89°—41'—19" West 68.17 feet to a point on the Westerly line of Fallingwater Road and the place of beginning;
Thence South 89°—41'—19" West 521.31 feet to a point on an Easterly line of land conveyed to Woodlawn Estates, Inc. LedgeWood Park Area "C" as recorded in Volume 201, Page 69 of Cuyahoga County Map Records;

Thence North 19°—23'—09" East along the Easterly line of land conveyed to Woodlawn Estates, Inc. Ledgewood Park Area "C" as aforesaid, 149.23 feet to a point;

Thence North 89°—39'—44" East along the Southerly line of said Ledgewood Park Area "C" 510.64 feet to a point on the Westerly line of Fallingwater Road;

Thence Southerly along the arc of a curve deflecting to the right and having a radius of 1500.49 feet, an arc of 101.31 feet and a chord of 101.29 feet which bears South 1°—37'—22" West to a point;

Thence Southerly along the arc of a curve deflecting to the left and having a radius of 70.00 feet, an arc of 54.99 feet and a chord of 53.59 feet which bears South 42°—12'—03" West to the place of beginning, be the same more or less but subject to all legal highways.

"The condominium property is hereby divided into twenty—six (26) freehold estates consisting of the units, and one (1) free—hold estate consisting of the common areas and facilities."

B. Article V of the Declaration is hereby amended to read as follows:

ARTICLE V

GENERAL DESCRIPTION OF BUILDINGS

"The buildings constituting a part of the condominium property are two (2) multi—unit structures, one on the South side of the private street named "Akita" containing fourteen (14) one—story units without basements, and one on the North side of the private Street named "Akita" containing seven (7) one—story units and five (5) two—story units without basements. Each building is constructed of wood frame, with the exterior consisting mainly of wood. Each unit is designed for use as a single—family residence, and includes a two (2) car integral garage."

C. Paragraph (1) of Article VI of the Declaration is hereby amended by amending the subparagraph thereof appearing on Page 9 of the Declaration and beginning: "Units forming a part of the Condominium property" to read as follows: "Units forming a part of the Condominium property are more particularly described In the Drawings which show graphically all the particulars of the buildings; without limiting the generality of the foregoing, the unit designations, plan, location, approximate area and number of rooms, (exclusive of garage and minor rooms, all of which are shown on the Drawings) are set forth below:

UNIT NO.	PLAN	LOCATION	APPROXIMATE AREA (Square feet)	NO. OF ROOMS
4501	B-2-L	17253 Akita	2426 sq. ft.	4
4502	MC-3	17257 Akita	1922 sq. ft.	5
4503	MC-2-A	17263 Akita	1698 sq. ft.	4
4504	B-2-F	17267 Akita	2196 sq. ft.	5
4505	C-2-F	17273 Akita	2016 sq. ft.	4
4506	B-2-F	17281 Akita	2196 sq. ft.	5
4507	A-3-F	17283 Akita	2538 sq. ft.	5
4508	B-2-F	17289 Akita	2196 sq. ft.	5
4509	A-3-F	17295 Akita	2538 sq. ft.	5
4510	B-2-P	17301 Akita	2196 sq. ft.	5
4511	MC-3	17307 Akita	1922 sq. ft.	5
4512	C-2-F	17313 Akita	2016 sq. ft.	4
4513	MC-2-B	17319 Akita	1698 sq. ft.	4
4514	C-2-L	17325 Akita	2191 sq. ft.	5
4601	C-2-B	17252 Akita	2016 sq. ft.	4
4602	D-3-P	17256 Akita	2482 sq. ft.	6
4603	D-3-I	17260 Akita	2482 sq. ft.	6
4604	D-3-P	17266 Akita	2482 sq. ft.	6
4605	D-3-F	17270 Akita	2482 sq. ft.	6
4606	D-3-P	17276 Akita	2482 sq. ft.	6
4607	MC-2-B	17280 Akita	1782 sq. ft.	4
4608	C-2-P	17286 Akita	2016 sq. ft.	5
4609	B-3-F	17292 Akita	2196 sq. ft.	5
4610	B-3-L	17300 Akita	2302 sq. ft.	5
4611	C-2-B	17306 Akita	2016 sq. ft.	4
4612	C-2-R	17312 Akita	2182 sq. ft.	4

D. Paragraph (4) of Article VII of the Declaration is hereby amended to read as follows:

(4) Interest in Common Areas and Facilities. The percentage of interest in the common areas and facilities of each unit has been determined by the Corporation In accordance with the provisions of Chapter 5311 and is as follows:

<u>UNIT NO.</u>	<u>PERCENTAGE OF INTEREST</u>
4501	4.28
4502	3.40
4503	3.00
4504	3.88
4505	3.57
4506	3.88
4507	4.49
4508	3.88
4509	4.49
4510	3.88
4511	3.40
4512	3.57
4513	3.00
4514	3.66
4601	3.57
4602	4.39
4603	4.39
4604	4.39
4605	4.39
4606	4.39
4607	3.15
4608	3.57
4609	3.88
4610	4.07
4611	3.57
4612	3.86

E. Article XXI of the Declaration is hereby deleted.

F. The amended Drawings prepared and certified by Edward A. Schmitt, Registered Architect, and Donald E. Watson, Registered Surveyor, relating

to the Condominium property, and entitled “Drawings for Akita Condominium, First Amendment”, which amended Drawings are identified as Exhibit A to this First Amendment, reflect the incorporation into Akita Condominium as originally established of the Additional Property as described in the original Declaration.

G. (1) This First Amendment shall be effective upon its being filed in the office of the Recorder of Cuyahoga County.

(2) From and after the filing of this First Amendment, all references in the Declaration to “the Declaration” shall be deemed to refer to the Declaration as amended by this First Amendment, and all references in the Declaration to “the Drawings” shall be deemed to refer to the amended drawings attached hereto as Exhibit A.

(3) From and after the filing of this First Amendment, the percentage of interest in the common areas and facilities of each unit in existence prior to such filing shall be altered from the percentage of interest as expressed in the Declaration as originally filed (and as expressed in deeds or mortgages conveying or encumbering such unit) to the percentage of interest for such unit as expressed in this First Amendment.

(4) No owner of a unit which was not in existence prior to the filing of this First Amendment shall:

(a) Have or obtain any interest in funds collected by the association from the owners of units in existence prior to the filing of this First Amendment, nor

(b) Have or be subjected to any liability for expenses arising with respect to the condominium property prior to the filing of this First Amendment.

(5) Within sixty (60) days after the date of the filing of this First Amendment, the Treasurer of the Association shall furnish to each unit owner of a unit in existence prior to such filing a financial statement containing a summary of the assets and liabilities of the Association as of such filing date, a statement of the income and disbursements of the Association from the formation of the Association to such filing date, and a statement of income receivable and expenses accrued but not paid as of such filing date.

In the event such statement shows that the total of funds previously collected by the Association and held by it on such filing date, and funds receivable by the Association on such filing date, exceed expenses accrued but not paid as of such filing date, then the Association shall refund to the owners of units in existence prior to such filing date, their respective portions of such excess according to the percentage of interest (prior to such

filing date) in the common areas and facilities of their respective units. In the event such total is less than such accrued but unpaid expenses, the owners of units in existence prior to such filing date shall within seventy-five (75) days after such filing date pay to the Treasurer of the Association their respective shares of such deficiency according to the percentage of interest (prior to such filing date) in the common areas and facilities of their respective units.

(6) The Board of Managers and officers of the Association, in office on the date of the filing of this First Amendment, shall continue to hold office until the date their respective terms would have expired in accordance with the provisions of the Declaration and By-laws in effect prior to the filing of this First Amendment. In the event of their earlier resignation, removal from office, or death, vacancies shall be filled in accordance with the provisions of the Declaration as hereby amended.

(7) Within sixty (60) days after the date of the filing of this First Amendment, the Board of Managers shall determine the estimated cash requirements as defined in Section 1 and 2 of Article VII of the By-Laws for the period commencing upon the filing of this First Amendment and ending on December 31, 1971, and shall levy assessments against all owners of units in existence after the filing of this First Amendment.

IN WITNESS WHEREOF, this First Amendment to the Declaration of Condominium Ownership for Akita Condominium has been executed by WOODLAWN ESTATES, INC. as the owner of the Additional Property (as defined in the Declaration as in effect prior to the filing of, this First Amendment) which is hereby subjected to the Declaration (as hereby amended) and incorporated into Akita Condominium, and as the owner of units in existence prior to the filing hereof, and by each other unit owner (and such unit owner's spouse to release dower rights), and by each mortgagee of a unit in existence prior to the filing hereof, this 1st day of May 1971.

**SECOND AMENDMENT TO DECLARATION OF
CONDOMINIUM
OWNERSHIP FOR AKITA CONDOMINIUM**

WHEREAS, a certain instrument entitled Declaration of Condominium Ownership and Bylaws, together with Drawings attached as Exhibits thereto, was filed on March 22, 1971 in Deed Volume 12781, Page 581 and in Volume 6, Pages 48-53 in the Condominium Map Records in the Recorder's Office of Cuyahoga County, Ohio; and

WHEREAS, a certain instrument entitled First Amendment to Declaration of Condominium Ownership, together with Drawings attached as an Exhibit thereto, was filed on May 5, 1971 in Deed Volume 12793, Page 35 and in Volume 6, Pages 73-81 in the Condominium Map Records in the Recorder's Office of Cuyahoga County, Ohio (the real property set forth in the Declaration and First Amendment thereto hereafter is collectively referred to as the "Condominium Property"); and

WHEREAS, the present owners and mortgagees of each unit for which provision is made in the Declaration are set forth in Exhibit "A", attached hereto and made a part hereof, together with the Volume and Pages of their respective deeds and mortgages; and

WHEREAS, Article XX of said Declaration and Article XII of said Bylaws provide for the amendment thereto of certain provisions by the unit owners at a meeting held for such purpose by the affirmative vote of those unit owners entitled to exercise not less than 75% of the voting powers; and

WHEREAS, the unit owners of Akita Condominium Association, an unincorporated association not for profit under Ohio law, at its annual meeting held January 7, 1981, by a resolution adopted by 84.6% affirmative vote of those unit owners entitled to exercise the voting power, a copy of which is attached as Exhibit "B" and made a part hereof, have elected to subject the Condominium Property so as to include said Condominium Property within a residential community (with permanent parks, open spaces and other common facilities for the benefit of said community) known as the Ledgewood Subdivision in Strongsville, Ohio; and

WHEREAS, the real property comprising the Ledgewood Subdivision has been and shall be held, transferred, sold, conveyed and occupied subject to certain covenants and restrictions originally created by the “General Plan of Residential Development in Accordance with Uniform Covenants and Restrictions” set forth in the subdivision plat of Ledgewood Subdivision No. 1 recorded in Volume 201, Page 69 of Cuyahoga County Map Records, hereinafter called the “Covenants and Restrictions”, which Covenants and Restrictions are attached hereto as Exhibit “C” and made a part hereof; and

WHEREAS, the unit owners desire to subject the Condominium Property to the Covenants and Restrictions, each and all of which is and are for the benefit of said Condominium Property and each owner thereof, in accordance with Article II, Section 2, of the Covenants and Restrictions; and

WHEREAS, the inclusion of the Condominium Property within the Ledgewood Subdivision and the subjection of the Condominium Property to the Covenants and Restrictions has been unanimously approved by the duly elected and acting Trustees of The Ledgewood Association, which approval is evidenced by the instrument attached hereto as Exhibit “D” and made a part hereof, in accordance with Article II, Section 2, of the Covenants and Restrictions, the Articles of Incorporation of said Association and its Code of Regulations;

NOW, THEREFORE, the Declaration of Condominium Ownership for Akita Condominium and the Bylaws of Akita Condominium are hereby amended as follows:

DECLARATION

ARTICLE XXII (NEW)

The Condominium Property shall be, in addition to all other provisions herein, held, transferred, sold, conveyed and occupied subject to certain covenants and restrictions set forth in the subdivision plat of Ledgewood Subdivision No. 1, recorded in Volume 201, Page 69 of Cuyahoga County Map Records.

acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said Association and their free act and deed as such officers and as individuals.

IN TESTIMONY WHEREOF. I have hereunto set my hand and official seal at Strongsville, Ohio, this 11th day of March, 1981.

This Instrument Prepared
By:

William J. Ockington, Esq.
Csank, Csank & Coaxum Co., L.P.A.
220 Williamson Building
Cleveland, Ohio 44114
(216) 534-3636



BYLAWS

OF

AKITA ASSOCIATION

ARTICLE I

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meeting of members shall be held at such time within four (4) months following the close of each fiscal year and at such place as may be determined by the Board of Managers and stated in the notice of the meeting, for the election of managers, the consideration of reports to be laid before such meeting and the transaction of such other business as may properly come before the meeting.

Section 2. Special Meetings. Special meetings of the members may be called by the president or, in the case of the president's absence, death or disability, the vice president authorized to exercise the authority of the president, or by a majority of the managers by action with or without a meeting, or by members entitled to exercise at least Twenty-five Per Cent (25%) of the voting power in a writing requesting the president or such vice president to call such special meeting. Calls for such meetings shall specify the time, place and purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 3. Notices of Meetings. Unless waived, written notice of each annual or special meeting stating the time, place and the purposes thereof shall be given by personal delivery, or by leaving a copy at each member's unit, or by mailing a copy to such member addressed to him at his unit, not more than forty-five (45) days nor less than seven (7) days before any such meeting. Any member, either before or after any meeting, may waive any notice required to be given by law or under these Bylaws.

Section 4. Voting Rights. Each member shall be entitled to one (1) vote for each unit owned by him.

Section 5. Quorum. The members entitled to exercise a majority of the voting power of the association at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be

considered at such meeting; provided, however, that no action required by law or by the Declaration or Bylaws to be authorized or taken by members entitled to exercise a designated proportion of the voting power may be authorized or taken by a lesser proportion. Members entitled to exercise a majority of the voting power represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. Attendance and Voting of Undivided Interests. If two or more persons, whether fiduciaries, tenants in common, joint tenants or otherwise, own undivided interests in a unit, each shall be entitled to exercise such proportion of the voting power of all owners of such unit which is equivalent to such person's proportionate interest in the unit. If only one of such persons attends or votes (in person or proxy) at a meeting of members, such attendance shall be counted for quorum purposes as the attendance of all such interest holders such unit, and such vote shall be counted for voting purposes as the vote of all such interest holders for such unit.

Section 7. Proxies. Any member may be represented at a meeting of members or vote thereat, and execute consents, waivers and releases, and exercise any of his other rights, by proxy or proxies appointed by a writing signed by such person.

ARTICLE II

BOARD OF MANAGERS

Section 1. Qualifications. Each Manager shall be a member or spouse of a member of the association, having his respective unit as his principal place of residence.

Section 2. Number. Until changed in accordance with the provisions of this section, the number of Managers of the association shall be three (3). The number of Managers shall at all times be not less than three (3) and may be fixed or changed at any annual meeting or at any special meeting called for that purpose by the affirmative vote of the members entitled to exercise a majority of the voting power, but no decrease in the number of Managers shall have the effect of removing any Manager prior to the expiration of his term.

Section 3. Election. The managers shall, at their first meeting, divide themselves by lot or otherwise as they may agree into three (3) classes. The term of office of the Manager of the first class shall expire on the date of the first annual meeting of members; the term of office of the

Manager of the second class shall expire on the date of the second annual meeting of members; and the term of office of the Manager of the third class shall expire on the date of the third annual meeting of members. In the event the number of Managers is increased as provided in Section 2 hereof, the Managers shall at their first meeting following the election of the additional Managers allocate such additional Managers by lot or otherwise as they may agree among the three classes.

At each annual meeting of Members, the successor or successors to the Manager of Managers of each class whose terms shall expire in that year shall be elected to hold office for the term of three (3) years from the date of their election and until the election and qualification of his or their successor or successors. Election shall be by ballot whenever requested by any member; but, unless such request is made, the election may be conducted in any manner approved at such meeting. At such meeting of members of the association for the election of Managers, the persons receiving the greater percentages of voting power of unit owners shall be elected Managers.

Section 4. Term of Office. Each member shall hold office until his successor is elected and qualified as provided in Section 3 hereof, or until his earlier resignation, removal from office or death.

Section 5. Removal. All the Managers, or all the Managers of a particular class, or any individual Manager may be removed from office without assigning any cause by the vote of the members entitled to exercise a majority of the voting power of the association. In case of any such removal, a new Manager may be elected at the same time for the unexpired term of each Manager removed. Failure to elect a Manager to fill the unexpired term of any Manager removed shall be deemed to create a vacancy on the Board.

Section 6. Vacancies. Vacancies in the Board of Managers may be filled by a majority vote of the remaining Managers until an election to fill such vacancies is had. Members shall have the right to fill such vacancy in the Board (whether the same has been temporarily filled by the remaining Managers or not) at any meeting of the members called for that purpose.

Section 7. Quorum. A majority of the Board of Managers shall constitute a quorum for the transaction of business, except that a majority of the Managers in office shall constitute a quorum for filling a vacancy on the Board. Whenever less than a quorum is present at the time and place appointed for any meeting of the Board, a majority of those present may adjourn the meeting from time to time, until a quorum shall be present.

Section 8. Annual Meeting. Annual meetings of the Board of Managers shall be held immediately following annual meetings of the

members, or, if no annual meeting of the members is held, or if Managers are not elected thereat, then immediately following any special meeting of the members at which Managers are elected. Such annual meeting of Managers shall be held at the same place at which such members' meeting was held.

Section 9. Regular Meetings. Regular meetings of the Board of Managers shall be held at such times and place in the City of Strongsville as the Board of Managers may, by resolution or regulation, from time to time determine. The secretary shall give notice of each such resolution or regulation to any Manager who was not present at the time the same was adopted, but no further notice of such regular meeting need be given. At such meetings, any and all business within the power of the Managers may be transacted.

Section 10. Special Meetings. Special meetings of the Board of Managers may be called to be held at such times and place in the City of Strongsville as the person or persons calling such meeting may determine, by the president or secretary or any two (2) members of the Board of Managers.

Section 11. Notice of Annual or Special Meetings. Notice of the time, place and purposes of each annual or special meeting shall be given to each Manager by the secretary or by the person or persons calling such meeting. Such notice shall state the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the Manager receiving it may have reasonable opportunity to attend the meeting. Such notice shall in all events, be deemed to have been properly and duly given if mailed at least forty—eight (48) hours prior to the meeting and directed to the residence of the Manager as shown upon the secretary's records. The giving of notice shall be deemed to have been waived by any Manager who shall attend and participate in such meeting and may be waived, in writing or by telegram, by any Manager either before or after such meeting.

Section 12. Compensation. The Managers, as such, shall not receive any compensation for their services, provided that nothing herein contained shall be construed to preclude any Manager from serving the association in any other capacity and receiving compensation therefor. Members of any standing or special committee may by resolution of the Board be allowed such compensation for their services as the Board may deem reasonable, and additional compensation may be allowed to Managers for special services rendered.

Section 13. Regulations. For the government of its actions, the Board of Managers may adopt regulations consistent with the Declaration of

Condominium and these Bylaws, and consistent with the rules and regulations adopted by the association pursuant to Article VIII hereof.

Section 14. Powers and Duties. Except as otherwise provided by law, the Declaration or the Bylaws, all power and authority of the association shall be exercised by the Board of Managers. The Board of Managers shall be responsible for the maintenance, repair and replacement of the common areas and facilities. In carrying out the purposes of the condominium property and subject to the limitations prescribed by law, the Declaration or these Bylaws, the Board of Managers, for and on behalf of the association, may

- (a) purchase or otherwise acquire, lease as lessee, invest in, hold, use, lease as lessor, sell, exchange, transfer and dispose of property of any description or any interest therein;
- (b) make contracts including, without limitation, a contract with other associations of adjacent condominium properties or with an association of condominiums for the joint or common performance of any duties or procurement of any service, or for any other purpose deemed by the Board of Managers to be in furtherance of the purposes stated in the Declaration or incident thereto;
- (c) effect insurance;
- (d) borrow money, and issue, sell, and pledge notes, bonds, and other evidences of indebtedness or the association;
- (e) levy assessments against unit owners;
- (f) employ a managing agent to perform such duties and services as the Board may authorize; and
- (g) do all things permitted by law and exercise all power and authority within the purposes stated in the Declaration or incidental thereto.

Section 15. Committees. The Board of Managers may by resolution provide for such standing or special committees as it deems desirable, and discontinue the same at pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the Board of Managers. Each such committee shall keep full records and accounts of its proceedings and transactions. All action by any such committee shall be reported to the Board of Managers at its meeting next succeeding such action and shall be subject to control, revision, and alteration by the Board of Managers; provided that no rights of

third persons shall be prejudicially affected thereby. Each such committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the Board of Managers, and it shall also meet at the call of the president of the association or of any two (2) members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 11 of Article II relating to the notice required to be given of meetings of the Board of Managers shall also apply to meetings of each such committee. A majority of the committee shall be necessary to constitute a quorum. Each such committee may act in writing or by telegram or by telephone with written confirmation, without a meeting, but no such action shall be effective unless concurred in by all members of the committee. Vacancies in such committees shall be filled by the Board of Managers or as it may provide.

ARTICLE III

OFFICERS

Section 1. General Provisions. The Board of Managers shall elect a president, such number of vice-presidents as the Board may from time to time determine a secretary and a treasurer. The Board of Managers may from time to time create such offices and appoint such other officers, subordinate officers and assistant officers as it may determine. The president and any vice-president who succeeds to the office of the president shall be, but the other officers need not be, chosen from among the members of the Board of Managers. Any two (2) of such offices, other than that of president and vice-president, may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

Section 2. Term of Office. The officers of the association shall hold office during the pleasure of the Board of Managers, and, unless sooner removed by the Board of Managers, until the organization meeting of the Board of Managers following the date of their election and until their successors are chosen and qualified. The Board of Managers may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the Board of Managers.

ARTICLE IV

DUTIES OF OFFICERS

Section 1. President The president shall be the chief executive officer of the association and shall exercise supervision over the affairs of the association and over its several officers, subject, however, to the control of the Board of Managers. He shall preside at all meetings of members and shall also preside at meetings of the Board of Managers. He shall have authority to sign all contracts, notes and other instruments requiring his signature; and shall have all the powers and duties prescribed by Chapter 5311 of the Ohio Revised Code and such others as the Board of Managers may from time to time assign him.

Section 2. Vice Presidents. The vice—presidents shall perform such duties as are conferred upon them by these Bylaws or as may from time to time be assigned to them by the Board of Managers or the president. At the request of the president, or in his absence or disability, the vice—president designated by the president (or in the absence of such designation, the vice—president designated by the Board) shall perform all the duties of the president, and when so acting, shall have all the powers of the president. The authority of the vice presidents to sign in the name of the association all contracts, notes, and other instruments, shall be coordinate with like authority of the president.

Section 3. Secretary. The secretary shall keep minutes of all the proceedings of the members and Board of Managers and shall make proper record of the same, which shall be attested by him; shall have authority to sign all contracts, notes, and other instruments executed by the association requiring his signature; give notice of meetings of members and managers; keep such books as may be required by the Board of Managers; and perform such other and further duties as may from time to time be assigned to him by the Board of Managers.

Section 4. Treasurer. The treasurer shall have general supervision of all finances; he shall receive and have in charge all money, bills, notes, documents and similar property belonging to the association, and shall do with the same as may from time to time be required by the Board of Managers. He shall cause to be kept adequate and correct accounts of the business transactions of the association, including accounts of its assets, liabilities, receipts, expenditures, profits and losses, together with such other accounts as may be required, and upon the expiration of his term of office shall turn over to his successor or to the Board of Managers all property, books, documents and money of the association in his hands; and he shall

perform such other duties as from time to time may be assigned to him by the Board of Managers.

Section 5. Assistant and Subordinate Officers. The Board of Managers may appoint such assistant and subordinate officers, as it may deem desirable. Each such officer shall hold office during the pleasure of the Board of Managers, and perform such duties as the Board of Managers may prescribe.

The Board of Managers may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 6. Duties of Officers May Be Delegated. In the absence of any officer of the association, or for any other reason the Board of Managers may deem sufficient, the Board of Managers may delegate the powers or duties, or any of them, of such officer, to any Manager or the managing agent.

ARTICLE V

INDEMNIFICATION OF MANAGERS, OFFICERS AND MEMBERS OF COMMITTEES

Each Manager and officer of the association and each member of any committee appointed by the Board of Managers shall be indemnified by the association against the costs and expenses reasonably incurred by him in connection with the defense of any action, suit or proceeding to which he is made a party by reason of his being or having been a manager or officer of the association or committee member (whether or not he is a manager, officer or committee member at the time of incurring such costs and expenses), except with respect to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for misconduct or negligence in the performance of his duty as such manager, officer or committee member. In case of the settlement of any action, suit or proceeding to which any manager or officer of the association or committee member is made a party or which may be threatened to be brought against him by reason of his being or having been a manager or officer of the association or committee member, he shall be indemnified by the association against the costs and expenses (including the cost of settlement) reasonable incurred by him in connection with such action, suit or proceeding (whether or not he is a manager, officer or committee member at the time of incurring such costs and expenses), if

- (a) The association shall be advised by Independent counsel that such manager, officer or committee member did not misconduct himself or was not negligent in the performance of his duty as such manager, officer or committee member with respect to the matters covered by such action, suit or proceeding, and the cost to the association of indemnifying such manager or officer or committee member (and all other managers, officers and committee members, if any, entitled to, indemnification hereunder in such case) if such action, suit or proceeding were carried to a final adjudication in their favor could reasonable be expected to exceed the amount of costs and expenses to be reimbursed to such managers, officers and committee members as a result of such settlement; or
- (b) Disinterested members entitled to exercise a majority of voting power shall, by vote at any annual or special meeting of members, approve such settlement and the reimbursement to such manager, officer or committee member of such costs and expenses. The phrase “disinterested members” shall mean all members of the association other than;
 - (i) any manager, officer or committee member of the association who at the time is or may be entitled to indemnification pursuant to the foregoing provisions,
 - (ii) any corporation or organization of which any such manager, officer or committee member owns of record or beneficially Ten Per Cent (10%) or more of any class of voting securities,
 - (iii) any firm of which such manager, officer or committee member is a partner, and
 - (iv) any spouse, child, parent, brother or sister of any such manager, officer or committee member.

The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such manager, officer or committee member, and shall not be exclusive of other rights to which any manager, officer or committee member may be entitled as a matter of law or under the Declaration, any vote of members or any agreement.

ARTICLE VI

FISCAL YEAR

The fiscal year of the association shall end on the Thirty-first day of December in each year, or on such other day as may be fixed from time to time by the Board of Managers.

ARTICLE VII

ASSESSMENTS AND FINANCES

Section 1. Preparation of Estimated Budget. On or before the first day of December of each year, the Board shall estimate the amount necessary to pay the common expenses during the calendar year next succeeding and such amount as the Board may deem necessary as a reserve for contingencies and replacements, and shall on or before the December 15 next succeeding notify each unit owner In writing of the amount of such estimate, with reasonable itemization thereof. Said estimated cash requirement shall be assessed to the unit owners according to the percentage of interest in the common areas and facilities of their respective units. On or before the first day of each month of the ensuing year, each unit owner shall pay to the association or as it may direct one—twelfth (1/12) of the assessment made pursuant to this section. If the estimated cash' requirement proves inadequate for any reason, including the non—payment by any unit owner of his assessment, the association may at any time prepare an adjusted estimate and levy an additional assessment, which shall be assessed to the unit owners according to each such percentage of interest in the common areas and facilities. The association shall give written notice of any such additional assessment to all unit owners stating the amount thereof, reasons therefor and the time when the same shall become effective, which shall not be less than ten (10) days after the mailing of such notice or, if the same is not mailed, the delivery thereof. Any amount collected by the association in excess of the amount required for actual expenses and reserves in any year shall be credited promptly after the same has been determined according to the percentage of interest in the common areas and facilities of their respective units, to the monthly installments next due from unit owners until exhausted, and any deficiency shall be added, according to each such percentage of interest, to the installments due in the succeeding six (6) months after the same has been determined.

Section 2. Reserve for Contingencies and Replacements. The association shall establish and maintain a reserve for contingencies and

replacements in such amount as the Board may deem necessary. Extraordinary expenses not originally included in the annual estimate which may become necessary during the year shall be charged first against such reserve.

Section 3. Budget for First Year. When the first Board elected hereunder takes office, the association shall determine the estimated cash requirement, as herein above defined, for the period commencing at the beginning of the second full month after such election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the unit owners during said period in such amounts as may be necessary to cover the estimated cash requirement.

Section 4. Failure to Prepare Annual Budget. The failure or delay of the association to prepare or notify any unit owner of any annual or adjusted estimate shall not constitute a waiver or release in any manner or any such unit owner's obligation to pay his proportionate share of the common expenses as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, each unit owner shall continue to pay a monthly assessment at the then existing monthly rate established for the previous period until the amount of the monthly assessment is changed as herein provided.

Section 5. Books and Records of Association. The association shall keep full and correct books of account, and the same shall be open for inspection by any unit owner, or any representative of a unit owner duly authorized in writing, at any, reasonable time or times during normal business hours. Upon ten (10) days' written notice to the Board and payment of 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.

Section 6. Annual Statements. At or before the annual meeting of members, or the meeting held in lieu thereof, the association shall furnish to each unit owner a financial statement consisting of (a) a balance sheet containing a summary of the assets and liabilities of the association as of a date not more than four (4) months before such meeting and (b) a statement of the income and disbursements for the period commencing with the date marking the end of the period for which the last preceding statement of income and disbursements required hereunder was made and ending with the date of said balance sheet, or in the case of the first such statement, from the formation of the association to the date of said balance sheet. The financial statement shall have appended thereto an opinion signed by the president or a vice-president or the treasurer or an assistant treasurer of the association or by a public accountant or firm of public accountants to the effect that the financial statement presents fairly the financial position of the association and the results of its operations in

conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding period, or such other opinion as is in accordance with sound accounting practice.

Section 7. Status of Funds Collected By Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied against less than all of the unit 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 unit owners according to the percentage of interest in the common areas and facilities of their respective units.

Section 8. Common Expenses. The association for the benefit of the unit owners, shall pay all common expenses arising with respect to the condominium property, including, without limitation, the following:

- (a) The cost of water, waste removal, electricity and telephone, heat, power, and other necessary utility service for the common areas and facilities;
- (b) Premiums for insurance effected on or with respect to the condominium property or any portion thereof;
- (c) Premiums for workmen's compensation and unemployment compensation coverage to the extent necessary to comply with any applicable laws;
- (d) Fees for the services of any person, firm or corporation employed by the association, including, without limitation, the services of a managing agent 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 connection with the operation of the condominium property, the enforcement or interpretation of the Declaration or the Bylaws and for the organization and operation of the association;
- (e) The cost of landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the common areas and facilities and furnishings and equipment for the common areas and facilities;
- (f) The cost of any other materials, supplies, furniture, equipment, labor, services, maintenance, repairs, structural alterations or insurance which the association is required to secure or pay for

pursuant to the terms of the Declaration or the Bylaws or by law or which may be necessary or proper for the maintenance and operation of the condominium property as a high—quality residential property;

- (g) The cost of any alteration, maintenance or repair of any unit which the Board of Managers deems necessary for public safety or in order to prevent damage to or destruction of any other part of the condominium property, provided that a special assessment shall be levied against such unit to the extent of such cost; and
- (h) The cost of water, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual unit owners, provided that the association may discontinue such payments at any time, in which case each unit owner shall be responsible for direct payment of his share of such expenses as determined by the association and provided further that the association may levy additional special assessments against any unit owner to reimburse it for excessive use by such owner of any utility service the expense of which is a common expense.

Section 9. Additions, Alterations or Improvements by Board.

Whenever in the judgment of the Board the common areas and facilities shall require additions, alterations or improvements (as opposed to maintenance, repair and replacement) costing in excess of One Thousand Dollars (\$1,000) and the making of such additions, alterations or improvements shall have been approved by unit owners entitled to exercise not less than a majority of the voting power, the Board shall proceed with such additions, alterations or improvements and shall assess all unit owners for the cost thereof as a common expense. Any additions, alterations or improvements costing One Thousand Dollars (\$1,000) or less may be made by the Board without approval of the unit owners, and the cost thereof shall constitute part of the common expense.

Section 10. Special Services. The association may arrange for special services and facilities for the benefit of such unit owners and occupants as may desire to pay for same, including, without limitation, the cleaning, repair and maintenance of units and special recreational, educational or medical facilities. The cost of any such special services or facilities shall be determined by the association and may be charged directly to the participating unit owners or paid as a common expense in which case a special assessment shall be levied against such participating unit owners to reimburse the association there for.

ARTICLE VIII

RULES AND REGULATIONS

The association, by the affirmative vote of Sixty Per Cent (60%) of the members entitled to exercise a majority of the voting power, may adopt and amend rules and regulations supplementing the rules and regulations set forth in the Declaration or the Bylaws as it or they deem advisable governing the operation and use of the condominium property or any portion thereof. Written notice setting forth any such rules and regulations shall be given to all unit owners and occupants, and the condominium property shall at all times be subject thereto, and each unit owner and occupant shall abide thereby.

ARTICLE IX

INTERIM PROVISIONS

Woodlawn Estates, Inc., the owner of the real estate described in Article II of the Declaration of Condominium at the time of filing of such Declaration for record, shall, for purposes of voting rights hereunder and all other purposes of these Bylaws, be deemed to be the unit owner with respect to each unit until title to such unit has been transferred by Woodlawn Estates, Inc.

ARTICLE X

INTENT

All rights and authority of the association, and of its officers and Board of Managers, provided for in the Declaration of Condominium or these Bylaws, are granted for the sole purpose of assuring a high-quality condominium of single-family residences. Accordingly, all such rights and authority shall be exercised reasonable and not arbitrarily, with the least possible inconvenience to the unit owners, and in such manner that each unit owner shall, to the maximum extent consistent with the general requirements of the condominium property and the interests of the unit owners generally, be entitled to the use and enjoyment of his unit as a private single-family residence.

ARTICLE XI

AVANT VILLAGE NO. 2

The association may enter into co—operative undertakings with the unit owners association or associations for other neighboring condominiums which (together with this condominium) compose Avant Village No. 2; and may become a member of an association or corporation of such unit owners associations formed for the purposes of coordinating the administration of such condominiums, maintenance of landscaped areas within such condominiums, performing any duties of any such unit owners association as its Board of Managers may delegate, and performing such services to or for any such unit owners association as its Board of Managers may authorize.

ARTICLE XII

AMENDMENTS

Provisions of these Bylaws may be amended by the unit owners at a meeting held for such purpose by the affirmative vote of those entitled to exercise not less than Seventy—five Per Cent (75%) of the voting power. No such amendment shall conflict with the provisions of the Declaration of Condominium or of Chapter 5311 of the Ohio Revised Code.

IN WITNESS WHEREOF, WOODLAWN ESTATES, INC. has executed this instrument (being the Bylaws of Akita Association) by its Vice President, pursuant to authorization of its Board of Directors, on the 15th day of March, 1971.

Signed in the presence of:

WOODLAWN ESTATES, INC.

Patricia L. Vale

By

Donald E. Watson, Vice President

Sue A. Rademacher

STATE OF OHIO)
) SS.
CUYAUOGA COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared the above named WOODLAWN ESTATE, INC., by Donald E. Watson, its Vice President, who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said Corporation, and the free act and deed of him personally as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 15th day of March, 1971.

Alice L. Lee
Alice L. Lee, Notary Public.
My commission expires Jan.
20, 1974

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