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(North Coast Properties, Inc.)

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

VERSAILLES AT HUDSON CONDOMINIUM
75, 77, 79 ATTERBURY BOULEVARD
HUDSON, OHIO

TRANSFER NOT NECESSARY
NOV 12 1981
Tim Davis, County Auditor

RECEIVED FOR RECORD
NOV 12 1981
At 2:21 o'clock P.M.
RECORDED DEC 15 1981
VOL 6568 PG 23-108
RALPH JAMES

RECORDER

Ralph James

COUNTY OF SUMMIT

397.90 Plat
89.00 Declar.

OK R.D. 3
11-12-81 5486.90

*For Plat see Vol 127 Pgs 1 thru 6
Incl.*

VOL 6568 PAGE 23

VERSAILLES AT HUDSON CONDOMINIUM
HUDSON, OHIO

DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that a copy of this Declaration, together with the By-Laws and Drawings either attached hereto or incorporated herein by reference as Exhibits has been filed in the Office of the County Auditor, Summit County, Akron, Ohio on _____, 1981.

11-12-81
Form Looks OK
X/D

Summit County, Ohio Auditor

By Jim Harris
Deputy Auditor

INDEX DECLARATION

ITEM

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ITEM

PAGE NO.

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

VERSAILLES AT HUDSON CONDOMINIUM

THIS DECLARATION is made as of the day and year set forth hereinbelow by North Coast Properties, Inc., an Ohio Corporation (the "Declarant") for the purpose of submitting certain property to condominium use and ownership in accordance with the provisions of the Ohio Condominium Act, Ohio Revised Code Chapter 5311.

The Declarant is the Owner in fee simple of certain real property located in Hudson, Ohio, which real property is more fully described in Exhibit "A" which is attached to and made a part of this Declaration.

The Declarant hereby submits the real property described in Exhibit "A", together with all buildings and improvements thereon and all easements, rights and appurtenances thereunto belonging and all personal property owned by Declarant, located thereon and used in connection therewith to the provisions of Chapter 5311 of the Ohio Revised Code and states:

1. DEFINITIONS.

The following definitions are applicable to this Declaration in clarification of or in addition to the definitions contained in the Ohio Condominium Act:

(a) "Act" means the Ohio Condominium Act (Ohio Revised Code Chapter 5311) as the same may be amended or supplemented from time to time.

(b) "Assessment(s)" or "Common Assessment(s)" means Assessments charged proportionately against all Units for common purposes and the "other charges" which from time to time shall be payable by a Unit Owner. "Other charges" shall include without limitation, the costs, expenses and charges for repairs and replacements made by the Association which were the obligation or responsibility of a Unit Owner to make, any special charges made by the Association to the Unit Owners for special services rendered to the Unit Owner or his Unit and for special or extraordinary uses or consumptions attributable to such Unit Owner or his Unit, damages resulting from the failure of the Unit Owner or of any occupant of the Unit to comply with any of the covenants, conditions, obligations or restrictions contained in the Declaration or the By-Laws or with any of the rules properly promulgated by the Association, and the costs of any action to obtain injunctive relief against such noncompliance, any other charges or assessments permitted by this Declaration to be made against the Unit Owner or his Unit, which may be charged to an individual without being usurious from the date the assessment or charge first becomes due to the date it is paid in full, and the

- (n) "Unit Owner" means a person who owns a Unit and an undivided percentage interest in the Common Areas and Facilities, reference made a part hereof.
- (m) "Unit" means a part of the Property specified as a Unit "C", and so listed on EXHIBIT "D", both of which are by this herein and so shown on the Drawings attached hereto as EXHIBIT "C", and so listed on EXHIBIT "D", both of which are by this reference made a part hereof.
- (l) "Rental for transient or hotel purposes" shall mean (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the Unit are provided customary hotel services.
- (k) "Person" means a human being, a corporation, partnership, trust and any other legal entity to which the law attributes the capacity of having rights and duties.
- (j) "Occupant" means the natural person(s) residing in a Unit.
- (i) "First Mortgage" or "Mortgage" means a First Mortgage Item on a Unit.
- (h) "Drawings" means the drawings prepared, certified and recorded in accordance with Sections 5311.06 and 5311.07 of the Act, which drawings are marked Exhibit "C" and are incorporated herein by reference as if fully rewritten herein at length.
- (g) "Declarant" means North Coast Properties, Inc., or any successor in interest, transferee or assignee of North Coast Properties, Inc., including but not limited to Versailles Condominium Development as the original declarant herein. Any rights, privileges or waivers of restrictions contained in this Declaration or in the By-Laws which apply to the original Declarant shall likewise apply to any such successor, transferee or assignee.
- (f) "Condominium Rules" or "Rules" means such rules and regulations as the Declarant or the Board from time to time may adopt relative to the use of the Condominium Property or of any part thereof.
- (e) "By-Laws" means By-Laws of the Association, attached hereto as Exhibit "B" and made a part hereof.
- (d) "Board" or "Board of Managers" means the governing body of the Association.
- (c) "Association" or "Unit Owners' Association" means Versailles at Hudson Condominium Unit Owners' Association.
- (b) reasonable cost of collection of any unpaid assessment and charges (including court costs and reasonable attorney's fees).

excluding, however, (1) those persons having such interest merely as security for the performance of an obligation, and (2) those persons having a leasehold estate other than a twenty-nine year leasehold, renewable forever. A "Unit Owner" may also sometimes be referred to herein as an "Owner".

2. NAME.

The Condominium Property shall be known as VERSAILLES AT HUDSON CONDOMINIUM.

3. THE PURPOSE OF AND RESTRICTIONS ON USE OF THE CONDOMINIUM PROPERTY.

(a) Purpose. VERSAILLES AT HUDSON CONDOMINIUM shall be used for residential use and other purposes incidental thereto and for no other purpose, and the Common Areas and Facilities shall be used for the joint and several benefit, convenience and recreation of the Unit Owners, all subject to the restrictions, easements, limitations, covenants, declarations and conditions which are of record and/or which are set forth in this Declaration.

(b) Consent to Restrictions, Covenants and Conditions. Each and every owner of a Unit described herein, by the acceptance of a deed therefor, whether from Declarant or from any subsequent Owner of a Unit, or by the signing of contracts or agreements to purchase in the Condominium Property or a part thereof, shall interest in the Condominium Property and shall thereby consent, agree and affirm all of the restrictions, covenants and conditions hereof and shall thereby agree to be bound by, keep and perform the same in strict compliance with this Declaration and the By-Laws, and such rules and regulations as may be adopted by the Association or by the Board from time to time. Each Occupant shall be bound by the provisions of this Declaration, the By-Laws and the Rules.

(c) Use and Occupancy Restrictions. The use and occupancy of the Condominium Property shall be in conformity with all deed restrictions and applicable ordinances, rules and regulations of all appropriate governmental agencies and, subject to the foregoing, shall be in accordance with the following provisions as long as the Condominium Property exists:

(1) Each Unit shall be occupied and used only for private residential or garage purposes by the Unit Owner and his family, or by lessees or guests of the Unit Owner and his family, except for such limited professional use as the Board or the Declarant, upon written application of a Unit Owner, from time to time may authorize in writing as not being incompatible with the residential character of the Condominium Property; provided, however, that until all Units have been sold and conveyed by the Declarant, Declarant may make such rent-free use of any unsold Units, the Common Areas and any part of the Condominium Property as may facilitate