

***Sagamore East
Condominium Association***

Declaration & Bylaws

SAGAMORE EAST CONDOMINIUM

SAGAMORE HILLS TOWNSHIP,

OHIO

DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this
Declaration, together with Bylaws and Drawings,
attached thereto as Exhibits C and D, respectively,
have been filed in the Office of the County Auditor,
Summit County, Ohio

Date: _____, 1977

County Auditor

By: _____

This instrument prepared by:

Kelley, McCann & Livingstone
1519 National City Bank Building
Cleveland, Ohio 44114

TABLE OF CONTENTS

<u>Heading</u>	<u>Page No.</u>
1. Legal Descriptions and Definitions.	1
A. Legal Descriptions.	1
B. Definitions	1
2. Establishment of Condominium.	4
3. Name.	4
4. General Description of Condominium Property	4
5. Description of Units.	5
6. Common Areas and Facilities	6
A. Description	6
B. Ownership of Common Areas and Facilities.	6
C. Use of Common Areas and Facilities.	7
D. Use of Limited Common Areas and Facilities.	7
E. Exclusive Use Areas	8
7. Unit Owners Association	8
A. Membership.	8
B. Board of Managers and Officers.	9
C. Administration of Condominium Property.	9
D. Service of Process.	9
8. Management, Maintenance, Repairs, Alterations and Improvements.	9
A. Responsibility of the Association	9
B. Responsibility of Unit Owner.	10
C. Construction Defects.	11
D. Effect of Insurance or Construction Guarantees.	12
9. Common Expenses and Assessments.	12
A. Division of Common Profits and Common Expenses.	12
B. Lien of Association.	12
C. Priority of Association's Lien	13
D. Dispute as to Common Expenses.	14
E. Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses.	14
F. Liability for Assessments Upon Voluntary Conveyance.	14
10. Easements.	15
A. Encroachments.	15
B. Maintenance Easements.	16
C. Utility Easements.	16
D. Access Easement.	16
E. Future Easements to Others	17
11. Purpose of Property and Covenants and Restriction as to Use and Occupancy.	18
A. Purpose of Property.	18
B. Obstruction of Common Areas and Facilities	18
C. Hazardous Uses and Waste	19
D. Exterior Surfaces of Buildings	19
E. Animals and Pets	19
F. Nuisances.	19
G. Impairment of Structural Integrity of Building.	20

Heading

Page No.

H.	Laundry or Rubbish in Common Areas and Facilities.	20
I.	Lounging or Storage in Common Areas and Facilities.	20
J.	Prohibited Activities	20
K.	Alteration of Common Areas and Facilities	21
L.	Rental of Units	21
12.	Insurance and Reconstruction.	21
A.	Insurance	21
B.	Responsibility for Reconstruction or Repair	25
C.	Procedure for Reconstruction or Repair.	26
13.	Rehabilitation of Existing Buildings, Structures and Other Improvements.	28
14.	Removal from Condominium Ownership.	29
15.	Amendment of Declaration.	29
16.	Remedies for Breach of Covenant and Rules	30
A.	Abatement and Enjoinment.	30
B.	Involuntary Sale.	31
17.	Sale, Leasing or Other Alienation.	32
A.	Sale or Lease	32
B.	Involuntary Sale.	34
C.	Consummation of Purchase.	35
D.	Consent of Voting Members	36
E.	Release, Waiver and Exceptions to Option.	36
F.	Evidence of Termination of Option	37
G.	Financing of Purchaser under Option	37
H.	Title to Acquired Interests	38
18.	Miscellaneous Provisions.	38
A.	Grantor's Rights Pending Sale of a Majority of Units.	38
B.	Notices of Mortgages.	38
C.	Copies of Notices to Mortgage Lender.	39
D.	Covenants Running with the Land	39
E.	Termination	39
F.	Waiver.	39
G.	Severability.	40
H.	Time Limits	40
I.	Liability	40
J.	Service of Notices on the Board	40
K.	Headings.	40
L.	Interpretation.	41

* * * * *

Exhibit A - Legal description of a part of Sagamore East
Condominiums (The Shepard Hills Water Co.)

Exhibit A - Legal description of a part of Sagamore East
Condominiums (Sagamore Townhouses, Inc.)

Exhibit B - Legal description of a 30 foot wide easement
across lands of The Shepard Hills Water Co.

Exhibit C - Bylaws of Sagamore East Condominium Unit
Owners' Association

Exhibit D - Drawings of Sagamore East Condominium

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

SAGAMORE EAST CONDOMINIUM

WHEREAS, Shepard Hills Water Company, an Ohio Corporation, and Sagamore Townhouses, Inc., an Ohio Corporation, jointly hereinafter referred to as "Grantors", are the owners in fee simple of contiguous parcels of real estate generally located in the southwest quadrant of the intersection of Old Route 8 and Valley View Road in Sagamore Hills Township (hereinafter further described); and

WHEREAS, it is the desire of the Grantors to submit said parcels of real estate, together with the improvements thereon constructed and hereinafter described, to the provisions of Chapter 5311 of the Ohio Revised Code, for condominium ownership.

NOW, THEREFORE, the Grantors hereby declare:

1. Legal Description and Definitions.

A. Legal Descriptions.

The legal descriptions of the parcels of real estate are attached hereto and marked Exhibits "A".

B. Definitions. The terms defined in this Paragraph 1, Section B (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Declaration and of any amendments hereto shall have the respective meanings specified in this Paragraph.

(i) "Association" means the Sagamore East Condominium

Unit Owners' Association which is a unit owners' association as defined in Section 5311.01(J) of the Ohio Revised Code.

(ii) "Board" means the Board of Managers of the Association as the same may be constituted from time to time.

(iii) "Bylaws" means the Bylaws of the Association attached hereto as Exhibit C and made a part hereof.

(iv) "Buildings" means the Buildings currently existing on the parcels of real estate.

(v) "Chapter 5311" means Chapter 5311 of the Ohio Revised Code, as the same may be amended or supplemented from time to time.

(vi) "Common Areas and Facilities" means all parts of the Condominium Property except the Units, including, without limitation, all foundations, exterior and supporting walls and roofs of the Buildings, all structural and component parts of all interior walls, doors, floors and ceilings of the Buildings, all courtyards, walkways, driveways and parking spaces and all lawns, landscaping and gardens now or hereafter situated in the Condominium Property, including any repairs or replacements thereof.

(vii) "Common Expenses" means those expenses designated as Common Expenses in both Chapter 5311 and this Declaration or the Bylaws, including, without limitation, the following:

(a) all sums lawfully assessed against the Unit Owners by the Association; and

(b) expenses of the Association incurred in the 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.

(viii) "Condominium Property" means the real estate, the Buildings, and all other improvements thereon.

(ix) "Declaration" means this instrument and all of the Exhibits hereto, as originally executed, or, if amended as herein provided, as so amended.

(x) "Drawings" means the drawings prepared and certified by F.W. Wheeler, Registered Surveyor Number 4151, and by Arthur A. Yamane, Registered Architect Number 3214, in accordance with Section 5311.07 of the Ohio Revised Code, relating to the Condominium Property, which Drawings are identified as Exhibit D and attached to this Declaration.

(xi) "Exclusive Use Areas" means those parts of the Common Areas and Facilities, other than Limited Common Areas and Facilities, reserved for the use of a certain Unit or Units to the exclusion of other Units and more specifically described in Paragraph 6, Section E hereof.

(xii) "Limited Common Areas and Facilities" means those parts of the Common Areas and Facilities reserved for the use of a certain Unit to the exclusion of all other Units and more specifically described in Paragraph 6, Section D hereof.

(xiii) "Occupant" means the person or persons, natural or artificial, in possession of a Unit.

(xiv) "Ownership Interest" means the fee simple title interest in a Unit and the undivided percentage interest in the Common Areas and Facilities appertaining thereto.

(xv) "Rules" means such rules and regulations governing the operation and use of the Condominium Property or any portion thereof as may be adopted by the Association or the Board from time to time.

(xvi) "Unit" means that part of the Condominium Property described in Paragraph 5 hereof.

(xvii) "Unit Owner" means any person or persons, natural or artificial, owning the fee simple estate in a Unit and an undivided percentage interest in the Common Areas and Facilities.

2. Establishment of Condominium.

Grantors are the owners of the parcels of real estate which, together with the other portions of the Condominium Property, is hereby submitted to the provisions of Chapter 5311.

3. Name. The Condominium Property shall be known as "Sagamore East Condominium".

4. General Description of Condominium Property.

The Condominium Property consists of the real estate and the buildings and other improvements located thereon, including, without limitation, two (2) 2-story residential structures with one-level apartments stacked vertically and side by side, with eight (8) units to each common 2-story hall and stairway, each having a patio or balcony, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the unit owners.

There is also one (1) single-story detached garage building which is part of the Condominium Property.

The first structure lettered "Building A" on the drawings contains twenty-four (24) units; eight (8) of which are one level units on a common 2 story hall and stairway numbered 1,2,3, 4,5,6,7 and 8 on the drawings each having two (2) bedrooms and one (1) bath; eight (8) one level units on a common 2-story hall and stairway numbered 9,10,11,12,13,14,15 and 16 each having one (1) bedroom and (1) bath; eight (8) one level units on a common 2-story hall and stairway numbered 17,18,19,20,21,22,23 and 24, each having two (2) bedrooms and one (1) bath.

The second structure lettered "Building B" on the drawings contains sixteen (16) units; eight of which are one level units on a common 2-story hall and stairway and are numbered 1,2,3,4,5,6,7 and 8 on the drawings, each having one (1) bedroom and (1) bath; and eight (8) one level units on a common 2-story hall and stairway and are numbered 9,10, 11,12,13,14,15 and 16 on the drawings, each having two (2) bedrooms and one (1) bath.

"Building A" is located on land submitted by Grantor SAGAMORE TOWNHOUSES, INC., and it shall be the owner of the units in that Building until conveyed to a subsequent Unit Owner. "Building B" is located on the land submitted by Grantor SHEPARD HILLS WATER COMPANY, and it shall be the owner of the units in that Building until conveyed to a subsequent unit owner.

The detached garage structure lettered "Building G" on the drawings contains space for ten (10) automobiles and a storage space for the swimming pool filter and pump.

The residential buildings have concrete floors on the first floor, and all wood floors on the second floor, and wood roofs covered with tar paper and gravel. The garage building is constructed of cement block - walls veneered with bricks and wood, a concrete floor, and wood roof covered with tar paper and gravel. The location, layout and dimensions of the units and the common areas and facilities are shown graphically on the drawings, attached hereto as Exhibit D.

5. Description of Units. Each Unit shall constitute a single freehold estate and shall consist of all of the space bounded by the undecorated interior surfaces (whether plaster, dry wall, wood, concrete or other materials) of the perimeter walls, windows and doors, the floors and the roof of such unit, projected, if necessary, by reason of struc-

tural divisions such as interior walls, floors, ceilings and other partitions, as may be necessary to form a complete enclosure of space with respect to such Unit (the exact layout and dimensions of each Unit being shown on the Drawings), and including, without limitation, all space occupied by any Common Areas and Facilities located within the bounds of a Unit (but excluding all Common Areas and Facilities located within the bounds of a Unit), together with the decorated surfaces, including paint, lacquer, varnish, wall paper, paneling, tile and any other finishing material applied to interior walls, doors, floors and ceilings and interior surfaces of perimeter walls, windows, doors, floors and ceilings.

6. Common Areas and Facilities.

A. Description. The Common Areas and Facilities shall consist of all parts of the Condominium Property except the Units.

B. Ownership of Common Areas and Facilities. The Common Areas and Facilities comprise, in the aggregate, a single freehold estate and 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 Section 5311.14 of the Ohio Revised Code, nor may any Unit Owner otherwise waive or release any rights in the Common Areas and Facilities; provided, however, that if any Unit 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.

The percentage interest in the Common Areas and Facilities of each Unit, as determined by Grantor in accordance with the provisions of Chapter 5311, shall be as follows:

<u>BUILDING</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF INTEREST</u>
A	1	2.565
	2	2.565
	3	2.565
	4	2.565
	5	2.565
	6	2.565
	7	2.565
	8	2.565
	9	2.290
	10	2.290
	11	2.290
	12	2.290
	13	2.290
	14	2.290
	15	2.290
	16	2.290
	17	2.565
	18	2.565
	19	2.565
	20	2.565
	21	2.565
	22	2.565
	23	2.565
	24	2.565
B	1	2.290
	2	2.290
	3	2.290
	4	2.290
	5	2.290
	6	2.290
	7	2.290
	8	2.290
	9	2.565
	10	2.565
	11	2.565
	12	2.565
	13	2.565
	14	2.565
	15	2.565
	16	2.565
Garage Building - total for ten spaces		1.800

A percentage of 0.180 will be added to the Percentage of Interest of each of the ten units that purchase a space in the garage and each such space shall be considered as a part of the unit as defined herein and all of the rules, definitions, etc.

shall apply to the garage space as part of a unit.

The undivided percentage of interest of the Unit Owners in the Common Areas and Facilities and the fee title to the respective Units shall not be separated or separately conveyed, incumbered, inherited or divided, and each undivided interest shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to such Unit.

C. Use of Common Areas and Facilities. Each Unit Owner shall have the right to use the Common Areas and Facilities in accordance with the purposes for which they are intended and for all purposes incident to the use and occupancy of his Unit, and such rights shall be appurtenant to and run with his Unit; provided, however, that no person shall use the Common Areas and Facilities or any part thereof in such manner as to interfere with or restrict or impede the use thereof by others entitled to the use thereof or in any manner contrary to or not in accordance with (i) this Declaration, (ii) the Bylaws, and (iii) the Rules.

D. Use of Limited Common Areas and Facilities.

Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy the Limited Common Areas and Facilities located within the bounds of his Unit or which serve only his Unit. The Limited Common Areas and Facilities with respect to each Unit shall consist of:

(i) all interior walls, doors, floors and ceilings located within the bounds of such Unit, excluding the structural and component parts thereof;

(ii) all glass and screens within windows and doors within the perimeter walls of such Unit;

(iii) all ducts and plumbing, electrical and other fixtures, equipment and appurtenances, including heating and air conditioning systems and control devices, located within the bounds of such Unit or which serve only such Unit;

(iv) all gas, electric, water or other utility or service lines, pipes, wires and conduits located within the bounds of such Unit and which serve only such Unit;

(v) patios and balconies which serve only such unit; and

(vi) all other Common Areas and Facilities as may be located within the bounds of such Unit and which serve only such Unit.

E. Exclusive Use Areas. Each Unit Owner is hereby granted an exclusive but revocable license to use and enjoy such Exclusive Use Areas as the Association may allocate to such Unit Owner; provided, however, that the Association may at any time and from time to time revoke such license and re-assign the use of such areas in accordance with such Rules as it may establish from time to time. The Association may require that maintenance of any Exclusive Use Areas shall be the sole responsibility of the licensee.

7. Unit Owners Association.

A. Membership. Grantors shall forthwith cause to be formed an Ohio corporation, not for profit, to be called "Sagamore East Condominium Unit Owners' Association", which shall administer the Condominium Property, subject to the provisions of Section A of Paragraph 18 hereof. Each Unit Owner, upon acquisition of the Ownership Interest in a Unit within the Condominium Property, shall automatically become a member of the Association.

Such membership shall terminate upon the sale or other disposition of his Ownership Interest, at which time the new owner of such Ownership Interest, shall automatically become a member of the Association.

B. Board of Managers and Officers. The Board and Officers of the Association, elected as provided in the Bylaws, shall exercise the powers, discharge the duties and be vested with the rights conferred upon the Association by operation of law, by the Bylaws and by this Declaration.

C. Administration of Condominium Property. The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the Bylaws. Each Unit Owner and Occupant shall comply with the provisions of this Declaration, the Bylaws, the Rules and the decisions and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action for damages or for injunctive relief.

D. Service of Process. Until such time as the President of the Association is elected, the person to receive service of process for the Association is William A. Wargo, 480 W. Aurora Road, Northfield, Ohio 44067. Thereafter, the President of the Association shall be the person designated to receive service of process for the Association, and such designation shall be further evidenced by the filing with the Secretary of State of Ohio of the appropriate form for the appointment of a Statutory Agent of an Ohio non-profit corporation.

8. Management, Maintenance, Repairs, Alterations and Improvements.

A. Responsibility of the Association. Except as otherwise expressly provided in Paragraph 12, Section B thereof, the

Association, at its expense, shall be responsible for the management, maintenance, repair, replacement, alteration and improvement of the Common Areas and Facilities, excluding the Limited Common Areas and Facilities. The Association may delegate all or any portion of its authority to discharge such responsibility to a managing agent. Such delegation to a managing agent may be evidenced by one or more management contracts, no one of which shall exceed two (2) years in duration, which shall provide for the payment of reasonable compensation to said managing agent as a Common Expense. Upon the expiration of the initial term of any such management contract, the Association may renew such contract from time to time for successive periods, no one of which shall exceed two (2) years in duration, or enter into a new management contract for an additional period not in excess of two (2) years or designate a different managing agent. Anything herein to the contrary notwithstanding, the Grantors (or any other entity designated by the Grantors to act in such capacity) shall be employed as the managing agent for the period ending two (2) years after the date this Declaration is filed for record, or until ninety per cent (90%) of all the Units have been sold, whichever may be longer.

B. Responsibility of Unit Owner. The responsibility of each Unit Owner shall be as follows:

(i) except as otherwise expressly provided in Paragraph 12, Section B hereof, to maintain, repair and replace, at his expense, all portions of his Unit and all Limited Common Areas and Facilities designated for his use;

(ii) to perform his responsibilities in such manner

so as not to unreasonably disturb other Unit Owners and Occupants;

(iii) to pay all costs for utility services furnished to his Unit or to the Limited Common Areas and Facilities designated for his use;

(iv) not to paint or otherwise decorate or change the appearance of any portion of the Buildings not within the bounds of his Unit, unless the prior written consent of the Association is obtained;

(v) to promptly report to the Board or managing agent employed by the Association the need for any maintenance or repair to any portion of the Condominium Property which the Association is obligated to maintain or repair pursuant to this Declaration or the Bylaws;

(vi) not to make any alterations in the Common Areas and Facilities or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness thereof, except as provided in Paragraph 12, without the prior written consent of the Association;

(vii) not to impair the use and enjoyment of the easements hereinafter provided in Paragraph 10 without first obtaining the written consent of the Association and of any other person, firm or corporation for whose benefit such easements exist; and

(viii) to observe, fulfill and perform all other obligations of a Unit Owner as set forth in this Declaration or the Bylaws or the Rules.

C. Construction Defects. The obligation of the Association and of the Unit Owners to maintain, repair 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. The undertaking of maintenance, repair or replacement by the Association of Unit Owners shall not constitute a waiver of any rights against any warrantor, but such rights shall be specifically reserved.

D. Effect of Insurance or Construction Guarantees.

Notwithstanding the fact that the Association and/or any Unit Owner may be entitled to the benefit of any guarantee or warranty of material or workmanship furnished by any construction trade 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 respective obligations hereunder.

9. Common Expenses and Assessments.

A. Division of Common Profits and Common Expenses.

The Common Profits of the Condominium Property shall be distributed among, and the Common Expenses shall be assessed against, the Unit Owners by the Association 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, and no Unit Owner shall exempt himself from liability for such assessments by waiver of the use or enjoyment of any of the Common Areas and Facilities or by the abandonment of his Unit.

B. Lien of Association. The Association shall have a lien upon each Unit Owner's Ownership Interest for the payment of

all assessments levied by the Association against such Unit which remain unpaid for ten (10) days after the same have become due and payable, from the time a certificate therefor is filed with the Recorder of Summit County, Ohio, pursuant to authorization given by the Board. Such certificate shall contain a description of the Unit, the name or names of the Unit Owner or Owners thereof and the amount of such unpaid portions of the assessments and shall be subscribed by the President of the Association. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a court in an action brought to discharge all or any portion of such lien as hereinafter provided in Section D of this Paragraph 9. In addition, each Unit Owner shall be personally liable for all assessments levied by the Association against his Unit during the period he has an Ownership Interest therein, and any assessment not paid within ten (10) days after the same shall become due and payable shall bear interest at the maximum rate allowed by law until such time as the same has been paid in full.

C. Priority of Association's Lien. The lien provided for in Section B of this Paragraph 9 shall take priority over any lien or encumbrance subsequently arising or created except liens for real estate taxes and assessments, and bona fide recorded first mortgages, and may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by the President thereof pursuant to authority given him by the Board. In any such foreclosure action, the Unit Owner of the Unit affected shall be required to pay a reasonable

rental for such Unit during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become the purchaser at the foreclosure sale.

D. Dispute as to Common Expenses. Any Unit Owner who believes that the assessments levied by the Association against him or his Unit, for which a certificate of lien has been filed by the Association, have been improperly determined may bring an action in the Court of Common Pleas for Summit County, Ohio, for the discharge of all or any portion of such lien.

E. Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses. Where the mortgagee of a first mortgage of record acquires an Ownership Interest in a Unit as a result of foreclosure of the first mortgage or of the acceptance of a deed in lieu of foreclosure, such mortgagee, its successors and assigns, shall not be liable for the assessments levied against such Unit, which arose subsequent to the recording of said mortgage, and which were levied prior to the acquisition of an Ownership Interest in such Unit by such mortgagee. Such assessments shall be deemed to be Common Expenses and shall be levied against all of the Unit Owners at the time of the first assessment next following the acquisition of title by such mortgagee.

F. Liability for Assessments Upon Voluntary Conveyance.

In a voluntary conveyance of an Ownership Interest in a Unit, other than by deed in lieu of foreclosure, the grantee of the Ownership Interest shall be jointly and severally liable with the grantor for all unpaid assessments levied by the Association against such Unit prior to the time of the grant or conveyance, without

prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such prospective grantee shall upon written request be entitled to a statement from the Board setting forth the amount of all unpaid assessments due the Association with respect to the Ownership Interest to be conveyed, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments which became due prior to the date of the making of such request if the same are not set forth in such statement.

10. Easements. The Condominium Property is hereby made subject to the following easements, each of which shall be in perpetuity, shall run with the land, and shall inure to the benefit of and be binding upon the Grantors, each Unit Owner, each mortgagee in whose favor a mortgage shall be granted with respect to any Unit, and any other person having an interest in the Condominium Property, or any part thereof, and the respective heirs, devisees, administrators, executors, personal representatives, successors and assigns of any of the foregoing persons or entities.

A. Encroachments. If by reason of the repair, restoration, partial or total destruction and rebuilding, or settlement or shifting of any of the Buildings or improvements constituting a part of the Condominium Property, any part of the Common Areas and Facilities shall encroach upon any part of a Unit, or any part of a Unit shall encroach upon any part of the Common Areas and Facilities, or if by reason of the design or construction or rebuilding of the utility systems comprised within the Condominium Property any pipes, ducts or conduits serving a Unit shall encroach upon any other Unit, easements in favor of the Unit Owner or Association, as the case may be, for the maintenance of any such

encroachment are hereby established; provided, however, in no event shall a valid easement for any encroachment be created in favor of a Unit Owner if such encroachment occurred due to his willful conduct.

B. Maintenance Easements. Easements in favor of the Association over the Units and Limited Common Areas and Facilities for access as may be necessary for the purpose of maintaining the Common Areas and Facilities and easements in favor of each Unit Owner over the Common Areas and Facilities for access to his Unit. Easements in favor of each Unit Owner to and through the Common Areas and Facilities as may be necessary for the use of water, gas, sewer and other utilities now or hereafter existing within the walls and for the use of television antennas, subject to the provisions of Section D of Paragraph 11 hereof, on the roofs comprising the Common Areas and Facilities. Easements in favor of each Unit Owner to hang pictures, mirrors and the like upon the walls of his Unit.

C. Utility Easements. Easements in favor of the Association through the Units and the Limited Common Areas and Facilities for the purpose of installing, laying, maintaining, repairing and replacing any pipes, wires, ducts, conduits, public utility lines or structural components through the walls of the Units. Easements in favor of each Grantor reserved over its parcel of real estate and over the parcel of real estate of the other Grantor, to install, use, maintain, repair and replace pipes, wires, conduits or other utility lines for the purpose of providing water, storm and sanitary sewer, gas, electric, telephone and television services.

D. Access Easement. An easement in favor of Grantor Shepard Hills Water Company, its successors and assigns, over and on the land described on

Exhibit B attached hereto for the purpose of ingress, egress and access to a concrete block well and pump house generally located in the southeasterly corner of the Shepard Hills Water Company parcel, and for the purpose of maintaining, repairing, replacing and operating the well and equipment therein. The Grantor Shepard Hills Water Company, its successors and assigns, retains the right to use of the water output of said well.

E. Future Easements to Others. Such easements as Grantors, or the Association if the same has been formed, from time to time may hereafter grant to others on behalf of the Condominium Property for utility purposes, including, but not limited to, the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment and television and electrical conduits and wire over, under and along any portion of the Common Areas and Facilities, provided that it shall be condition precedent to the use and enjoyment of any such easements that the owner or owners of land benefited thereby shall, at its or their expense, restore the Common Areas and Facilities to the same condition as existed just prior to the installation of any such utility improvements. Each Unit Owner and his respective mortgagees by acceptance of a deed conveying such Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, hereby irrevocably appoints the Grantors, or the Association if the same has been formed, his Attorney-in-Fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option of the Attorney, to execute, acknowledge and record for and in the name of such Unit Owner and his mortgagees such easements or other instruments as may be necessary to effect the foregoing.

Each grantee of a Unit and each mortgagee in whose favor a mortgage with respect to any Unit is granted shall be subject to and have the benefit of (as the case may be) each of the easements herein provided in the same manner and to the same extent as though such easements were expressly provided for and fully set forth in the deed of conveyance or mortgage (as the case may be), notwithstanding the omission from such deed of conveyance or mortgage (as the case may be) of reference to such easements.

11. Purpose of Property and Covenants and Restrictions as to Use and Occupancy. The following covenants and restrictions as to the use and occupancy of the Condominium Property shall run with the land and shall be binding upon each Unit Owner and Occupant;

A. Purpose of Property. The Condominium Property shall be used for single family residence purposes for adult persons only and common recreational purposes auxiliary thereto and for no other purposes. A Unit Owner or Occupant may use a portion of his Unit for his office or studio (other than a music studio) provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Unit Owner or Occupant and further provided that such activities shall not involve the personal services of any Unit Owner or Occupant to a customer or other person or client who comes to the Condominium Property.

B. Obstruction of Common Areas and Facilities. There shall be no obstruction of, nor shall anything be stored in, the Common Areas and Facilities, excluding the Limited Common Areas and Facilities located within the bounds of a Unit, without the prior written consent of the Association.

C. Hazardous Uses and Waste. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance on the Common Areas and Facilities, or contents thereof without the 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 the Common Areas and Facilities, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Areas and Facilities.

D. Exterior Surfaces of Buildings. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any of the Buildings and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part of any of the Buildings without the prior consent of the Association, other than those originally provided by the Grantors.

E. Animals and Pets. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Areas and Facilities, except that dogs, cats, or other household pets may be kept in the Units, subject to the Rules, 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 unreasonable disturbance shall be permanently removed from the Condominium Property upon three (3) days' written notice from the Board.

F. Nuisances. No noxious or offensive activity shall be carried on in any Unit or in the Common Areas and Facilities,

No Pets

nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to any of the Unit Owners or Occupants.

G. Impairment of Structural Integrity of Building.

Nothing shall be done in any Unit or in, on or to the Common Areas and Facilities which would impair the structural integrity or would structurally change any of the Buildings.

H. Laundry or Rubbish in Common Areas and Facilities.

No clothes, sheets, blankets, laundry of any kind or other articles shall be hung or exposed on any part of the Common Areas and Facilities not within the bounds of a Unit. The parts of the Common Areas and Facilities not within the bounds of a Unit shall be kept free and clear of rubbish, debris and other unsightly materials.

I. Lounging or Storage in Common Areas and Facilities.

There shall be no lounging or parking or storing of bicycles, vehicles, benches, chairs or other objects on any part of the Common Areas and Facilities not within the bounds of a Unit except in accordance with the Rules, and except that balcony and patio areas may be used for their intended purposes.

J. Prohibited Activities. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, shall be conducted, maintained, or permitted on any part of the Condominium Property except as provided in Section A of this Paragraph 11, nor shall any "For Sale" or "For Rent" signs or other displays or advertising be maintained or permitted on any part of the Condominium Property, except that (i) the right is reserved by Grantors to 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.

K. Alteration of Common Areas and Facilities. Nothing shall be altered, constructed in, removed from or added to the Common Areas and Facilities, except as hereinafter provided in Paragraph 12, without the prior written consent of the Association, nor shall anything be done which would or might jeopardize or impair the safety or soundness of the Common Areas and Facilities.

Amended Feb. 1980
L. Rental of Units. No Unit shall be rented by the Unit Owner for transient or hotel purposes, which shall be defined as (i) rental for any period less than thirty (30) days; or (ii) any rental if the Occupants of the Units are provided customary hotel service such as room service for food and beverage, maid service, furnishing of laundry and linen and bellboy service. Other than the foregoing restrictions, Unit Owners shall have the right to lease their respective Units, subject to Section A of Paragraph 17 hereof, provided that said lease is made subject to the covenants and restrictions in this Declaration and the Bylaws, and contains or incorporates a provision appointing the Association Attorney-in-Fact for the Unit Owner for the purpose of evicting the lessee if the lessee violates the covenants and restrictions in this Declaration and the Bylaws, and contains a provision against subletting or assigning the lease, and shall further have the approval of the Board, which shall not be unreasonably withheld.

No Rentals

12. Insurance and Reconstruction.

A. Insurance. The insurance which shall be carried upon the Condominium Property shall be governed by the following provisions:

- (i) The Association shall obtain insurance on all

buildings, structures or other improvements now or at any time hereafter constituting a part of the Condominium Property and all personal property as may be owned by the Association, in an amount equal to the full insurable replacement value thereof, exclusive of excavation and foundations. Such coverage shall afford protection against the following:

(a) loss or damage by fire and other hazards covered by standard extended coverage endorsements; and

(b) such other risks as from time to time customarily shall be covered with respect to buildings similar to the Buildings in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, subject to such deductible amounts not in excess of \$1,000.00 as the Board shall determine. The policy or policies providing such coverage (hereinafter called "Casualty Insurance") shall provide that notwithstanding any provision thereof which gives the carrier an option to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the case of removal of the Condominium Property from the provisions of Chapter 5311 as provided for in this Declaration and shall further provide that the coverage thereof shall not be terminated for non-payment of the premiums without at least ten (10) days' written notice to each Unit mortgagee. All Casualty Insurance policies shall be purchased by the Association for the benefit of the Grantors, the Association, the Unit Owners and their respective mortgagees, as their interests may appear, and shall provide (a) for the issuance of certificates of insurance with mortgagee endorsements to the holders of mortgages on the Units, if any, and (b) that the insurer waives its rights of subrogation against Unit Owners, Occupants and

the Association. Such Casualty Insurance policies and any endorsements thereto shall be deposited with the Insurance Trustee (as hereinafter defined) who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. All Casualty Insurance policies shall provide that all proceeds payable as a result of casualty losses shall be paid to any bank, as trustee, which is selected by the Association and located in Cleveland, Ohio, with trust powers and total assets of more than Fifty Million Dollars (\$50,000,000) (hereinafter referred to as the "Insurance Trustee"). The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Grantors, the Association, the Unit Owners, and their respective mortgagees.

Such insurance to be obtained by the Association shall not prevent a Unit Owner from obtaining personal liability, contents or chattel property insurance, but no Unit Owner may at any time purchase individual policies of insurance on his Unit or his interest in the Common Areas and Facilities as real property (except for any of the above coverage not obtained by the Association) unless the Association shall be a named insured in such policy, and be advised of the same.

Such policy of insurance may contain an endorsement recognizing the interest of any mortgagee or mortgagees of any Unit.

Such policy shall also provide for the release by the issuer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against the Association, any Unit Owner, member of his family, his tenant, or other occupant of the Condominium Property for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

(ii) The Association shall insure itself, the members of the Board, the Unit Owners and the Occupants against liability for personal 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, including without limitation, water damage, legal liability, hired automobile, non-owner automobile and off-premises employee coverage, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000) in respect to personal 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. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner. In the event the insurance effected by the Association 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.

(iii) Premiums upon insurance policies purchased by the Association shall be paid by the Association at least thirty (30) days prior to the expiration date of such policies and shall be assessed as Common Expenses.

(iv) Each Unit Owner may, at his own expense, obtain public liability insurance for personal injuries or damage arising out of the use and occupancy of his Unit.

B. Responsibility for Reconstruction or Repair.

(i) If any portion of the Condominium Property shall be damaged by perils covered by the Casualty Insurance, or in the event of damage by perils not covered by the Casualty Insurance, the Association shall cause such damaged portion to be promptly reconstructed or repaired to the extent of the funds made available to the Insurance Trustee, as hereinafter provided, and any such reconstruction or repair shall be substantially in accordance with the Drawings; provided, however, if such damage renders one-half or more of the Units then comprised within the Condominium Property untenable, the Unit Owners may, by the vote of those entitled to exercise not less than 75% of the voting power, elect not to reconstruct or repair such damaged part at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date the insurance loss has not been finally adjusted, then within thirty (30) days after such final adjustment. Upon such election, all of the Condominium Property

shall be subject to an action for sale as upon partition at the suit of any Unit Owner. In the event of any such sale or a sale of the Condominium Property after such election by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Areas and Facilities. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged.

C. Procedure for Reconstruction or Repair.

(i) Immediately after a casualty causing damage to any portion of the Condominium Property, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. such costs may include professional fees and premiums for such bonds as the Board deems necessary.

(ii) If the proceeds of the Casualty Insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any) one or more special assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs, and the proceeds of such special assessments shall be deposited with the Insurance Trustee.

(iii) The proceeds of the Casualty Insurance referred to in Subsection (i) of Section A of this Paragraph 12 and the sums deposited with the Insurance Trustee by the Association from collections of special assessments against Unit Owners on account

of such casualty, shall constitute a construction fund which shall be disbursed to the Insurance Trustee and be applied by the Insurance Trustee to the payment of the cost of reconstruction and repair of the Condominium Property from time to time as the work progresses, but not more frequently than once in any calendar month. Said Trustee shall make such payments upon the written request of the Association, accompanied by a certificate, dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Association and by an architect in charge of the work, who shall be selected by the Association, setting forth (1) that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other person who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials, and that the sum requested does not exceed the value of the services and materials described in the certificate, (2) that except for the amount stated in such certificate to be due as aforesaid and for work subsequently performed, there is no outstanding indebtedness known to the person signing such certificate after due inquiry which might become the basis of a vendor's, mechanic's, materialmen's or similar lien arising from such work, and (3) that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining in the hands of the Insurance Trustee after the payment of the sum so requested. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair

shall be from insurance proceeds; and if there is a balance in any construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be disbursed to the Association.

(iv) The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

(v) Each Unit Owner shall be deemed to have delegated to the Board his right to adjust with insurance companies all losses under the Casualty Insurance policies referred to in Subsection (i) of Section A of this Paragraph 12.

13. Rehabilitation of Existing Building, Structures and Other Improvements. The Association may, by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power, determine that the Condominium Property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a Common Expense. Any Unit Owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the President of the Association within five (5) days after receiving notice of such vote, to receive the fair market value of his Ownership Interest, less (i) the amount of any liens and encumbrances on his Unit as of the date such vote is taken and (ii) the amount of any liens and encumbrances arising out of actions of said Unit Owner filed during the period from the date of such vote to the date of conveyance, in return for a conveyance of his Ownership Interest, subject to such liens and encumbrances, to the President of the Association as Trustee for all other Unit Owners. In the event of such election by a Unit Owner to receive the fair market value of his Ownership Interest, such

conveyance and payment of the consideration therefor, which shall be a Common Expense to the Unit Owners who have elected to renew and rehabilitate, shall be made within ten (10) days thereafter, and, if such Unit Owner and a majority of the Board cannot agree upon the fair market value of such Unit, such determination shall be made by the majority vote of three appraisers, one of which shall be appointed by the Board, one of which shall be appointed by such Unit Owner, and the third of which shall be appointed by the first two appraisers.

14. Removal from Condominium Ownership.

The Unit Owners, by unanimous vote, may elect to remove the Condominium Property from the provisions of Chapter 5311. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Condominium Property, shall be paid, released, or discharged and a certificate setting forth that such election was made shall be filed with the Recorder of Summit County, Ohio, and by him recorded. Such certificate shall be prepared in duplicate and shall be signed by the President of the Association, who shall certify therein under oath that all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Common Areas and Facilities have been paid, released or discharged, and shall also be signed by the Unit Owners, each of whom shall certify therein under oath that all such liens and encumbrances on his Unit or Units have been paid, released or discharged.

15. Amendment of Declaration. This Declaration may be amended upon the filing for record with the Recorder of Summit County of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which

instrument shall have been duly executed by the number of Unit Owners having such aggregate interest in the Common Areas and Facilities as may be required by Chapter 5311 of the Ohio Revised Code. Such amendment must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and its attached exhibits are recorded and must contain an affidavit by the President of the Association that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership. No amendment shall have any effect, however, upon the Grantors, the rights of the Grantors under this Declaration and upon the rights of bona fide mortgagees until the written consent of the Grantors and/or such mortgagees to such amendment has been secured. Such consents shall be retained by the Secretary of the Association and his certification in the instrument of amendment as to the consent or non-consent of the Grantors and the names of the consenting and non-consenting mortgagees of the various Units may be relied upon by all persons for all purposes.

16. Remedies for Breach of Covenants and Rules.

A. Abatement and Enjoinment. If any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit) shall violate any Rules or breach any covenant or provision contained in this Declaration or in the Bylaws, the Association shall have the right, in addition to the rights hereinafter set forth in this Paragraph 16 and those provided by law, (i) to enter any Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner of such Unit, any structure, thing or condition that may exist therein

contrary to the intent and meaning of the provisions of this Declaration or of the Bylaws or of the Rules, and the Association, or its agents, shall not thereby be deemed guilty in any manner of trespass or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

B. Involuntary Sale. If any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit) shall violate any covenants or provisions contained in this Declaration or in the Bylaws or in the Rules, and such violation shall continue for thirty (30) days after notice in writing from the Association, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Association, the Association shall have the right, upon the giving of at least ten (10) days' prior written notice, to terminate the rights of such Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit. Thereupon, a legal action may be filed by the Association against such Unit Owner for a decree of mandatory injunction against said Unit Owner involved, or for a decree declaring the termination of the right of such Unit Owner to occupy, use or control the Unit owned or occupied by him and ordering that all the right, title and interest of the Unit Owner in his Ownership Interest therein shall be sold (subject to any liens and encumbrances thereon) at a judicial sale and upon such notice and terms as the court shall establish, except that the court may be requested to enjoin and restrain such Unit Owner from reacquiring his Ownership Interest at such judicial sale. The Association, however, may acquire said Ownership Interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court

costs, receiver's fees, reasonable attorneys' fees and all other expenses of the proceedings, and all such items shall be taxed against such Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments owing to the Association or any liens required to be discharged, shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereof shall, subject to the rights and privileges of the Association provided in Paragraph 17 hereof, thereupon be entitled to a conveyance of the Ownership Interest or interest therein and to immediate possession of the Unit so conveyed, and may apply to the court for a writ for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in such Ownership Interest or interest therein subject to this Declaration.

17. Sale, Leasing or Other Alienation:

A. Sale or Lease. Any Unit Owner, other than the Grantors, 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, and name and address of the proposed purchaser or lessee, the amount deemed by him to constitute the fair market value of such Ownership Interest or a leasehold interest, and the amount of any

liens and 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 lease such Ownership Interest or interest therein upon the same terms, which option shall expire thirty (30) 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, 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 or 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 twenty (20) 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 twenty (20) 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 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 day 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 never be predicated on race, color, sex, creed or national origin or other illegal factors, and shall expire fifteen (15) days after the date the fair market value thereof becomes fixed as aforesaid. 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, 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. Anything herein to the contrary notwithstanding, no Unit shall be leased to any transient tenant and no lease of any Unit shall be for less than thirty (30) days.

B. Involuntary Sale.

(i) 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 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 hereinabove, 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 in the manner, within the period, and on the terms set forth in Section A of this Paragraph 17. 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.

(ii) 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 or interest therein, 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 therefore against such Ownership Interest or interest therein, 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.

C. 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 Paragraph 17. Any purchase effected pursuant to the provisions of this Paragraph 17 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 to the President or Secretary of the Association as trustee for all consenting Unit Owners. Such conveyance and payment shall be made within thirty (30) days after the exercise of any option by the Board as in this Paragraph 17 provided.

D. Consent of Voting Members. The Board shall not exercise any option hereinabove 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 in the Association. The Board may bid and purchase at any sale of an Ownership Interest or interest therein which is held pursuant to an 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.

E. Release, Waiver, and Exceptions to Option. The Grantors or any affiliate of the Grantors may, so long as it is managing agent, or the Board may, or a majority of the members of the Board may, in writing, waive or release any of the options contained in this Paragraph 17 and in such event the Ownership Interest or interest therein which is subject to an option set forth in this Paragraph 17 may be sold, conveyed or leased as contemplated in that instance without the requirements of the other provisions of this Paragraph 17 having been met. In addition, none of the options contained in this Paragraph 17 shall be applicable to any sales, leases or subleases of any Ownership Interest with respect to which the Grantors are the grantor, lessor or sublessor, respectively, or with respect to which the grantee, lessee

or sublessee, respectively, is procured by or through the Grantors, (or their designee) for their own account or in their capacity as managing agent of the Condominium Property.

F. Evidence of Termination of Option. A certificate executed and acknowledged by the Grantors, or their affiliate if it is a managing agent, or of the Association, stating that the provisions of this Paragraph 17 as hereinabove set forth have been met by a Unit Owner, or duly waived or released, 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, upon request, such certificate shall be furnished by the Association to any person or persons who have in fact complied with the provisions of this Paragraph 17 or with respect to whom the provisions of this Paragraph 17 have been waived or released, upon payment of a reasonable charge, not to exceed ten dollars (\$10.00) in any instance.

G. Financing of Purchase under Option.

(i) Acquisition of any Ownership Interest or interest therein under the provisions of this Paragraph 17 shall be financed from 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.

(ii) The Board in its discretion, may borrow money to finance the acquisition of any Ownership Interest or interest therein authorized by this Paragraph 17; provided, however, that no financing may be secured by an encumbrance or on hypothecation of any portion of the Condominium Property other than the Ownership

Interest or interest therein to be acquired.

H. Title to Acquired Interests. Ownership Interests or interests therein acquired pursuant to the terms of this Paragraph 17 shall be held of record in the name of the Association as trustee for all consenting Unit Owners. Such holding shall be for the benefit of all the 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 net 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 account of such consenting Unit Owners.

18. Miscellaneous Provisions.

A. Grantor's Rights Pending Sale of a Majority of Units.

Until such time as the Grantors shall have consummated the sale of a sufficient number of Ownership Interest to entitle the Unit Owners, other than the Grantors, to exercise seventy-five percent (75%) of the voting power in the Association and a meeting of the Association at which a Board is elected has been held, the Grantors shall exercise the powers, rights, duties and functions of the Association and the Board, including, without limitation, the power to determine the amount of, and to levy special assessments and assessments for Common Expenses.

B. Notices of Mortgages. Any Unit Owner who mortgages his Ownership Interest or interest therein, shall notify the Association, in such manner as the Association may direct, of the name and address of his mortgagees and thereafter shall notify the Association of the payment, cancellation or other alteration in the status of such mortgages. The Association shall maintain such information in a book entitled "Mortgagees of Units".

C. Copies of Notices to Mortgage Lender. Upon written request to the Board, the holder of any duly recorded mortgage on any Ownership Interest or interest therein 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 or interest therein is subject to such mortgage.

D. Covenants Running with the Land. Each grantee of the Grantors, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

E. Termination. Upon the removal of the Condominium Property from the provisions of Chapter 5311, all easements, covenants and other rights, benefits, privileges, impositions and obligations declared herein to run with the land or any Ownership Interest or interest therein shall terminate and be of no further force or effect, except as to Utility Easements (Section C of Paragraph 10) and Access Easement (Section D of Paragraph 10).

F. Waiver. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration 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.

G. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provisions of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

H. Time Limits. If any of the privileges, covenants or rights, created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of James Carter, President of the United States of America, and Walter Mondale, Vice-President of the United States of America.

I. Liability. Neither the Grantors, nor any subsidiary of Grantors, nor any employee, agent, successor or assign of Grantors or any such subsidiary, shall be liable for any claim or damage whatsoever arising out of or by reason of any actions performed pursuant to or in accordance with any authority granted or delegated to them or any of them or pursuant to this Declaration.

J. Service of Notices on the Board. Notices required to be given to the Board or the Association may be delivered to any member of the Board or to the President of the Association, either personally or by certified mail, with postage prepaid, addressed to such member or officer at his Unit.

K. Headings. The heading to each Paragraph and each Section hereof is inserted only as a matter of convenience for

reference and in no way defines, limits or describes the scope or intent of this Declaration nor in any way affects this Declaration.

L. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class condominium development.

IN WITNESS WHEREOF, the said SHEPARD HILLS WATER COMPANY
has caused this instrument to be executed by its President and
Secretary, this _____ day of _____, 1977.

Signed and Acknowledged
in the presence of:

SHEPARD HILLS WATER COMPANY, an
Ohio Corporation

By _____
EDWARD H. WARGO, President

By _____
TED W. BILLINGS, Secretary

STATE OF OHIO)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and
State, appeared SHEPARD HILLS WATER COMPANY by Edward H. Wargo,
President, and Ted W. Billings, Secretary, who, having been
first duly sworn, acknowledged that they did execute the fore-
going instrument and that the same was their free act and deed
individually and as officers and the free act and deed of said
Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
affixed my official seal at _____, Ohio, this
_____ day of _____, 1977.

NOTARY PUBLIC

IN WITNESS WHEREOF, the said SAGAMORE TOWNHOUSES, INC.,
has caused this instrument to be executed by its President and
Secretary, this _____ day of _____, 1977.

Signed and Acknowledged
in the presence of:

SAGAMORE TOWNHOUSES, INC., an
Ohio Corporation

By _____
EDWARD H. WARGO, President

By _____
TED W. BILLINGS, Secretary

STATE OF OHIO)
COUNTY OF _____) SS:

BEFORE ME, a Notary Public in and for said County and
State, appeared SAGAMORE TOWNHOUSES, INC., by Edward H. Wargo,
President and Ted W. Billings, Secretary, who, having been first
duly sworn, acknowledged that they did execute the foregoing
instrument and that the same was their free act and deed indiv-
idually and as officers and the free act and deed of said Corp-
oration.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
affixed my official seal at _____, Ohio, this
_____ day of _____, 1977.

NOTARY PUBLIC

This instrument prepared by:

KELLEY, McCANN & LIVINGSTONE
1519 National City Bank Building
Cleveland, Ohio 44114

"EXHIBIT A"

LEGAL DESCRIPTION
OF
A PART OF SAGAMORE EAST CONDOMINIUMS
(THE SHEPARD HILLS WATER CO.)

Situated in the Township of Sagamore Hills (formerly Northfield Township), County of Summit and State of Ohio and known as being part of Original Northfield Township Lot No. 44 and more fully described as follows:

Commencing at the intersection of the centerline of Valley View Road, S.H. 631, and the centerline of Akron-Cleveland Road, C. H. 16;

Thence, along said centerline of Valley View Road, North 65° 47' 40" West, 521.48 feet to a point and the principal place of beginning for the parcel of land herein described;

Thence, South 24° 12' 20" West, 162.06 feet to a point;

Thence, South 65° 47' 40" East, 140.19 feet to a point;

Thence, South 26° 39' 30" West, 292.17 feet to a point;

Thence, North 83° 30' 59" West, 143.78 feet to the Easterly line of Sagamore Hills Estates Subdivision No. 9 as shown by plat recorded in Plat Book 62, Pages 50 and 51, Summit County Plat Records;

Thence, along said Easterly Subdivision line, North 1° 59' 27" East, 375.61 feet to the Southerly line of lands conveyed to the Ohio Telephone and Telegraph Co., by deed recorded in Volume 1874, Page 124, Summit County Deed Records;

Thence, along said Southerly line, South 65° 47' 40" East, 101.28 feet to the Southeasterly corner thereof;

Thence, along the Easterly line of Land so conveyed, North 24° 12' 20" East, 150.00 feet to the centerline of Valley View Road, as aforesaid;

Thence, along said centerline, South 65° 47' 40" East, 50.00 feet to the principal place of beginning and containing 1.7696 acres of land, be the same, more or less, but subject to all legal highways.

"EXHIBIT B"

LEGAL DESCRIPTION
OF
A 30 FOOT WIDE EASEMENT ACROSS LANDS
OF THE SHEPARD HILLS WATER CO.

Situated in the Township of Sagamore Hills (formerly Northfield Township), County of Summit and State of Ohio and known as being part of Original Northfield Township Lot No. 44 and more fully described as follows:

Commencing at the intersection of the centerline of Valley View Road, S.H. 631, and the centerline of Akron-Cleveland Road, C.H. 16;

Thence, along said centerline of Valley View Road, North 65° 47' 40" West, 572.48 feet to the Northeasterly corner of land conveyed to the Ohio Telephone and Telegraph Company by deed recorded in Volume 1874, Page 124, Summit County Deed Records, and the principal place of beginning for the easement herein described;

Thence, along said centerline of Valley View Road, South 65° 47' 40" East, 30.00 feet to a point;

Thence, South 24° 12' 20" West, 237.11 feet to a point;

Thence, South 1° 59' 27" West, 222.20 feet to a point;

Thence, South 83° 30' 59" East, 68.29 feet to the Easterly line of lands conveyed to the Shepard Hills Water Company by deed recorded in Volume 4872, Page 393, Summit County Deed Records;

Thence, along said Easterly line, South 26° 39' 30" West, 31.96 feet to the Southeasterly corner thereof;

Thence, along the Southerly line of land so conveyed, North 83° 30' 59" West, 85.00 feet to a point;

Thence, North 1° 59' 27" East, 255.82 feet to a point;

Thence, North 24° 12' 20" East, 243.00 feet to the principal place of beginning and containing 0.3827 acres of land, be the same, more or less, but subject to all legal highways.

"EXHIBIT B"

1st AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP FOR
SAGAMORE EAST CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS that the Declaration of Condominium Ownership and Bylaws for Sagamore East Condominium was filed in Volume 5989, Pages 1-78 and Volume _____, Pages _____ of the Condominium Map Records in the Recorder's Office of Summit County, Ohio, is hereby modified and amended in the manner and respects as set forth below:

WITNESSETH

1. The following paragraph is substituted for Section 11E of the Declaration.

E. Pets. No animal, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any unit or in the common areas or facilities. No resident (occupier of the unit) or unit owner shall be permitted to introduce a new dog and/or cat, replace an existing dog and/or cat or add an additional dog and/or cat anywhere on the premises of the unit or common property or facilities from the date of filing this amendment to the Declaration of Ownership, i.e. Dogs and/or cats introduced into the Association prior to this date will not be affected by this amendment. Ownership of existing dogs and/or cats is to be registered with the Board of Managers after the filing of this amendment. Registration will protect present dog owners from erroneous allegations that their dog was introduced after the filing of the amendment. Other household pets and existing dogs may be kept in the unit, subject to the rules and regulations adopted by the Association, provided they are not kept, bred or maintained for any commercial purpose, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these rules upon three (3) day written notice of the Board of Managers of the Association.

IN WITNESS WHEREOF, the undersigned Unit Owners are entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, which action was authorized in person or by proxy, who hereby authorize this amendment at Sagamore Hills, Ohio.

Members of the Association

<u>OWNERS</u>	<u>PROXY (IF USED)</u>	<u>% OF OWNERSHIP</u>
All Signatures on this Page Signed and Acknowledged in the Presence of:	<u>Barbara A. Wall</u>	<u>2.470</u>
<u>Norma H. Tyzalla</u>	BY: _____	<u>2.290</u>
<u>Carol Anne Ulichnic</u>	BY: _____	<u>2.290</u>
<u>Marian K. Kuehl</u>	BY: _____	<u>2.290</u>
<u>Brian L. Lipp</u>	BY: _____	<u>2.745</u>

STATE OF OHIO)
SUMMIT COUNTY) SS.

BEFORE ME, a Notary Public, personally appeared the above named UNIT OWNERS of SAGAMORE EAST CONDOMINIUM, who acknowledge that they did sign the foregoing Declaration Amendment regarding Pets (Paragraph E) of the Declaration and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this
day of February, 1980.

Carol Anne Ulichnic
NOTARY PUBLIC

AMENDMENT TITLE:

AMENDMENT TO:

AMENDMENT NO.:

DOCUMENT INSERTION REFERENCE:

Litigation
Declaration and Bylaws
5th
Section 16(C) of the Declaration

**FIFTH AMENDMENT TO DECLARATION AND BYLAWS
OF SAGAMORE EAST CONDOMINIUM ASSOCIATION**

WHEREAS, the Association and its members desire to manage potential or actual litigant through the Board of Managers;

AND WHEREAS, the Association and its members desire to recover its costs and reasonable attorney's fees produced in a successful action for damages against one or more, but less than all Unit Owners.

BE IT RESOLVED that the Declaration and Bylaws are hereby amended.

KNOW ALL PERSONS BY THESE PRESENTS that the Declaration of Condominium Ownership and Bylaws for the Sagamore East Condominium Association as filed in Volume 5989, Pages 1-78 of the Condominium Records in the Summit County Recorder's Office are hereby modified and amended in the manner and respects as set forth below:

1. The following paragraph shall constitute Section 16(C) of the Declaration:

**SECTION 16(C)
Litigation**

If a legal action is commenced by one or more, but less than all, Unit Owners (plaintiffs), on behalf of the Association, and if the Association wins a money judgment, then the plaintiffs' expenses, including reasonable attorneys fees, shall be deemed a common expense of the Association. However, if the

plaintiffs'/Unit Owners' litigation expenses exceed the money judgment, then only that portion of the expenses which do not exceed the money judgment will be deemed a common expense. The money judgment collected by the Association will be used first to reimburse each plaintiff/Unit Owner their proportionate share of the litigation costs expended in pursuit of the legal action. After such litigation costs have been reimbursed, the balance of the judgment, if any, shall be treated as common profits of the Association.

If any person(s), partnership or corporation brings a legal action against the Unit Owners, or the Board of Managers, or the officers, employees or agents thereof, in their capacity as such, then in no event will the plaintiff's expenses be deemed a common expense of the Association.

If the Association, through its Board of Managers, or otherwise, brings legal action against one or more, but less than all, Unit Owners, and the Association wins a money judgment or injunctive relief, then the Unit Owner(s) from whom recovery or relief is had shall bear all of the Association's costs in bringing such legal action, including reasonable attorneys' fees and court costs, and all of such costs shall be assessed against such Unit Owner(s).

Complaints brought against the Association, the Board of Managers or the officers, employees, or agents thereof, in their respective capacities as such, or the property as a whole shall be directed to the Board of Managers, and the Unit Owners and

mortgagees shall have no right to participate other than through the Board of Managers in such defense. Complaints against one or more, but less than all, individual Unit Owners, shall be directed to such Unit Owners. Any Unit Owner, whose Unit becomes the subject of a legal action, shall promptly give written notice of the complaint against them to the Board of Managers and to the mortgagees affecting such units.

IN WITNESS WHEREOF, the undersigned Unit Owners are entitled to exercise at least 75 percent (75%) of the voting power of the Association, and authorize this Amendment, in person or by proxy, in Sagamore Hills Township, Summit County, State of Ohio.

DEC:kb
SAGAM006.BYL
2/18/92

AMENDMENT TITLE: LITIGATION

MEMBERS OF THE ASSOCIATION

<u>Owners</u>	<u>Proxy (if used)</u>	<u>% of Ownership</u>
<u>Mary Moore</u> MARY MOORE	By <u>Mary V Ripley</u>	<u>2.565%</u>
<u>Isabel Halas</u> ISABEL HALAS	By <u>Mary V Ripley</u>	<u>2.565%</u>
<u>Lois Williamson</u> LOIS WILLIAMSON	By <u>Mary V Ripley</u>	<u>2.565%</u>
<u>Mary Fleming</u> MARY FLEMING	By <u>Mary V Ripley</u>	<u>2.565%</u>
<u>Martha Voland</u> MARTHA VOLAND	By <u>Mary V Ripley</u>	<u>2.470%</u>
<u>Mary V. Ripley</u> MARY V. RIPLEY	By <u>MARY V. RIPLEY</u>	<u>2.925%</u>
<u>Klaus Kitzler</u> KLAUS KITZLER	By _____	<u>2.745%</u>
_____	By _____	_____
_____	By _____	_____
_____	By _____	_____

All signatures on this page signed and acknowledged in the presence of:

Klaus Kitzler
KLAUS KITZLER
Dana E. Cummings
Dana E. Cummings

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, personally appeared the above Unit Owners of Sagamore East Condominium Association, who acknowledge that they did sign the foregoing Declaration of Amendment of the Declaration and Bylaws and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11 day of April, 1992.

Dana E. Cummings
NOTARY PUBLIC

DEC:k6
SAGAM009.AMD
2/18/92

DANA EMMERSON CUMMINGS, ATTORNEY AT LAW
Notary Public - State of Ohio
My Commission Has No Expiration Date.
Section 147.02 R.C.

OR1005-703

AMENDMENT TITLE: LITIGATION

MEMBERS OF THE ASSOCIATION

<u>Owners</u>	<u>Proxy (if used)</u>	<u>% of Ownership</u>
<u>Nancy Wargo for Wites Holding Co.</u> NANCY WARGO FOR WITES HOLDING CO.	BY <u>Mary V. Ripley</u>	<u>12.00%</u>
<u>J. Moller Roth</u> J. MOLLER ROTH	BY <u>Mary V. Ripley</u>	<u>5.49%</u>
<u>Altha Kremer</u> ALTHA KREMER	BY <u>Mary V. Ripley</u>	<u>1.745%</u>
<u>Sam Petras</u> SAM PETRAS	BY <u>Mary V. Ripley</u>	<u>2.745%</u>
<u>Priscilla Szego</u> PRISCILLA SZEGO	BY <u>Mary V. Ripley</u>	<u>2.745%</u>
<u>Ken Hudlak</u> KEN HUDLAK	BY <u>Mary V. Ripley</u>	<u>2.290%</u>
<u>Marvin Kobelt</u> MARVIN KOBELT	BY <u>Mary V. Ripley</u>	<u>2.290%</u>
<u>Ruth Rawson</u> RUTH RAWSON	BY <u>Mary V. Ripley</u>	<u>2.290%</u>
<u>Carmaleene Sidoti</u> CARMALENE SIDOTI	BY <u>Mary V. Ripley</u>	<u>2.290%</u>
<u>Matt Ramsey</u> MATT RAMSEY	BY <u>Mary V. Ripley</u>	<u>2.290%</u>

All signatures on this page signed and acknowledged in the presence of:

Klaus Kitzler
KLAUS KITZLER
Dana E. Cummings
Dana E. Cummings

STATE OF OHIO)
COUNTY OF CUYAHOGA) SS.

BEFORE ME, a Notary Public, personally appeared the above Unit Owners of Sagamore East Condominium Association, who acknowledge that they did sign the foregoing Declaration of Amendment of the Declaration and Bylaws and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11 day of April, 1992.

Dana E. Cummings
NOTARY PUBLIC

DEC:kb
SAGAM009.AMD
2/18/92

DANA EMMERSON CUMMINGS, ATTORNEY AT LAW
Notary Public - State of Ohio
My Commission Has No Expiration Date.
Section 147.03 R.C.

OR1005-794

AMENDMENT TITLE: LITIGATION

MEMBERS OF THE ASSOCIATION

<u>Owners</u>	<u>Proxy (if used)</u>	<u>% of Ownership</u>
<u>Ann Carlson</u> ANN CARLSON	BY <u>Mary V. Ripley</u>	<u>2.290%</u>
<u>Mary Patricia Kistner</u> MARY PATRICIA KISTNER	BY <u>Mary V. Ripley</u>	<u>2.290%</u>
<u>William Roman</u> WILLIAM ROMAN	BY <u>Mary V. Ripley</u>	<u>2.290%</u>
<u>Victor Birk</u> VICTOR BIRK	BY <u>Mary V. Ripley</u>	<u>2.565%</u>
<u>Linda K. Robb</u> LINDA K. ROBB	BY <u>Mary V. Ripley</u>	<u>2.565%</u>
<u>G. Breunstuhl</u> G. BREUNSTUHL	BY <u>Mary V. Ripley</u>	<u>2.565%</u>
<u>Phyllis Baker</u> PHYLLIS BAKER	BY <u>Mary V. Ripley</u>	<u>2.565%</u>
<u>J. Karcas</u> J. KARCAS	BY <u>Mary V. Ripley</u>	<u>2.565%</u>
<u>Betty Zarg</u> BETTY ZARG	BY <u>Mary V. Ripley</u>	<u>2.565%</u>
<u>Scott Sutkaytis</u> SCOTT SUTKAYTIS	BY <u>Mary V. Ripley</u>	<u>2.565%</u>

All signatures on this page signed and acknowledged in the presence of:

Klaus Kitzner
KLAUS KITZNER
Dana E. Cummings
Dana E. Cummings

STATE OF OHIO)
COUNTY OF CUYAHOGA) SS.

BEFORE ME, a Notary Public, personally appeared the above Unit Owners of Sagamore East Condominium Association, who acknowledge that they did sign the foregoing Declaration of Amendment of the Declaration and Bylaws and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11 day of April, 1992.

Dana E. Cummings
NOTARY PUBLIC

DEC:kb
SAGAM009.AMD
2/18/92

DANA EMERSON CUMMINGS, ATTORNEY AT LAW
Notary Public - State of Ohio
My Commission Has No Expiration Date.
Section 147.03 R.C.

Pursuant to Exhibit C of the By Laws of Sagamore East Condominium Unit Owners' Association Article I, section 4, all of the above written proxies were made in writing and are on file at the office of the condominium management company, CMG, Inc. which is located at 1501 Euclid Avenue, Suite 806, Cleveland, Ohio 44115. Mary V. Ripley, who signed for the unit owners by proxy, is the President of the Sagamore East Board of Managers.

OR1005 - 795

OR1005-796

CERTIFICATION OF THE PRESIDENT

The undersigned being the duly elected and acting President of the Sagamore East Condominium Association, hereby certifies that on file in the records of the Association located at Condominium Management Group, Inc., are signed consents by 77.56% of the Unit Owners authorizing the officers of Sagamore East Condominium Association to execute and record the Fifth Amendement to the Declaration and Bylaws of the Sagamore East Condominium Association on their behalf.

Mary Ripley
MARY RIPLEY, President

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

Before me, a Notary Public, personally appeared the above named MARY RIPLEY who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Sagamore Hills, Ohio, this 16 day of June, 1992.

Dana E. Cummings
NOTARY PUBLIC

DANA E. CUMMINGS, ATTORNEY AT LAW
Notary Public - State of Ohio
My Commission Has No Expiration Date.
Berkman 147.88 R.L.S.

SAGAMORE EAST CONDOMINIUM

SAGAMORE HILLS TOWNSHIP,

OHIO

BYLAWS

OF

SAGAMORE EAST CONDOMINIUM

UNIT OWNERS' ASSOCIATION

EXHIBIT C

This instrument prepared by:

Kelley, McCann & Livingstone
1519 National City Bank Building
Cleveland, Ohio 44114

I N D E X

<u>Heading</u>	<u>Page No.</u>
I The Association.....	1
1. Name and Nature of Association.....	1
2. Membership.....	1
3. Voting Rights.....	1
4. Proxies.....	1
5. Meetings of Members.....	2
A. Annual Meeting.....	2
B. Special Meeting.....	2
C. Notices of Meetings.....	3
D. Quorum; Adjournment.....	3
E. Order of Business.....	4
6. Actions Without a Meeting.....	4
II Board of Managers.....	5
1. Number and Qualification.....	5
2. Election of Board; Vacancies.....	5
3. Term of Office; Resignations.....	6
4. Organization Meeting.....	6
5. Regular Meetings.....	6
6. Special Meetings.....	7
7. Quorum; Adjournment.....	7
8. Powers and Duties.....	7
9. Removal of Members of Board.....	8
10. Fidelity Bonds.....	9
III Officers.....	9
1. Election and Designation of Officers.....	9
2. Term of Office, Vacancies.....	9
3. President.....	10
4. Vice President.....	10
5. Secretary.....	10
6. Treasurer.....	10
7. Other Officers.....	11
8. Delegation of Authority and Duties.....	11
IV General Powers of the Association.....	11
1. Common Expenses.....	11
A. Utility Service for Common Areas and Facilities.....	11
B. Casualty Insurance.....	12
C. Liability Insurance.....	12
D. Workmen's Compensation.....	12
E. Wages and Fees for Services.....	12
F. Care of Common Areas and Facilities.....	13
G. Additional Expenses.....	13
H. Discharge of Mechanic's Liens.....	13
I. Certain Maintenance of Units.....	14
2. Association's Right to Enter Units.....	14
3. Capital Additions and Improvements.....	15
4. Rules and Regulations.....	15
5. Special Services.....	16
6. Delegation of Duties.....	16

Heading

Page No.

V	Finances of Association.....	16
1.	Preparation of Estimated Budget.....	16
2.	Reserve for Contingencies and Replacements.....	17
3.	Budget for First Year.....	18
4.	Failure to Prepare Annual Budget.....	18
5.	Books and Records of Association.....	19
6.	Status of Funds Collected by Association.....	19
7.	Annual Audit.....	19
8.	Security Deposits from Certain Unit Owners.....	20
VI	General Provisions.....	21
1.	Indemnification of Board Members and Officers.....	21
2.	Amendments.....	23
3.	Definitions.....	23

EXHIBIT C

BYLAWS OF SAGAMORE EAST CONDOMINIUM UNIT OWNERS' ASSOCIATION

ARTICLE I

THE ASSOCIATION

Section 1. Name and Nature of Association. The Association shall be an Ohio corporation not for profit and shall be called "Sagamore East Condominium Unit Owners' Association."

Section 2. Membership. Each Unit Owner upon acquisition of an Ownership Interest in a Unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such Unit Owner of his Ownership Interest, at which time the new Unit Owner shall automatically become a member of the Association.

Section 3. Voting Rights. Each member shall be entitled to exercise that percentage of the total voting power of the Association which is equivalent to the percentage of interest of such member's Unit in the Common Areas and Facilities. If two or more persons own undivided interests in the Ownership Interest of a Unit, such persons shall select one of them to exercise the voting power of such Unit as a whole, and shall file a certificate to that effect with the Secretary of the Association.

Section 4. Proxies. Members may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on his or their behalf shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board by

the member or members making such designation. Notice to the Board in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

Section 5. Meetings of Members.

A. Annual Meeting. The annual meeting of members of the Association for the election of members of the Board, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at the office of the Association, or at such other place upon the Condominium Property as may be designated by the Board and specified in the notice of such meeting, at 8:00 o'clock P.M., or at such other time as may be designated by the Board and specified in the notice of the meeting. The annual meeting of members of the Association shall be held on the first Tuesday of February of each year, if not a legal holiday, and, if a legal holiday, then on the next succeeding business day.

B. Special Meeting. Special meetings of the members shall be called upon the written request of the President of the Association or, in case of the President's absence, death or disability, the Vice-President of the Association is authorized to exercise the authority of the President, the Board by action at a meeting, or a majority of the members acting with-

power. 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.

C. Notices of Meetings. Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these Bylaws to give such notice. The notice shall be given by personal delivery or by mail to each member of the Association. If mailed, the notice shall be addressed to the members of the Association at their respective addresses as they appear on the records of the Association. Notices of the time, place and purposes of any meeting of members of the Association may be waived in writing, either before or after the holding of such meeting, by any member of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting.

D. Quorum; Adjournment. At any meeting of the members of the Association, the members of the Association entitled to exercise a majority of the voting

power of the Association present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, the Declaration, or by these Bylaws to be authorized or taken by a designated percentage of the voting power of the Association, may be authorized or taken by a lesser percentage; and provided further, that the members of the Association entitled to exercise a majority of the voting power represented at a meeting of members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

E. Order of Business. The order of business at all meetings of members of the Association shall be as follows:

- (1) Calling of meeting to order
- (2) Proof of notice of meeting or waiver of notice
- (3) Reading of minutes of preceding meeting
- (4) Reports of officers
- (5) Reports of committees
- (6) Election of inspectors of election
- (7) Election of members of Board
- (8) Unfinished and/or old business
- (9) New business
- (10) Adjournment

Section 6. Actions Without a Meeting. All actions, except removal of a Board member, which may be taken at a meeting of the Association, may be taken without a meeting with the approval of, and in a writing or writings signed by members of the Association having the percentage of voting power required to take such action if the same were taken at a meeting. Such writings shall be filed with the Secretary of the Association.

ARTICLE II

BOARD OF MANAGERS

Section 1. Number and Qualification. The Board shall consist of five persons. All persons nominated or elected to the Board shall be a Unit Owner or a spouse of a Unit Owner or an officer or employee of a mortgagee of a Unit or Units. Until such time as Shepard Hills Water Company and Sagamore Townhouses, Inc., which in the Declaration are called "Grantors", shall have consummated the sale of a sufficient number of Ownership Interest in the entire project to entitle the Unit Owners, other than the Grantors, to exercise seventy-five percent (75%) of the voting power in the Association and a meeting of the Association at which a Board is elected has been held, Grantors shall exercise the powers, rights, duties and functions of the Association and the Board, anything herein or in the Declaration to the contrary notwithstanding, including, without limitation, the power to determine the amount of, and to levy special assessments and assessments for Common Expenses.

Section 2. Election of Board; Vacancies. Board members shall be elected at the annual meeting of members of the Association or at a special meeting called for such purpose. At a meeting of members of the Association at which Board members are to be elected, only persons nominated as candidates shall be eligible for election as Board members and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board, however caused, the remaining Board members, though less than a majority of the whole authorized number of Board members, may, by vote of a majority of their number, fill any such vacancy for the unexpired term.

Section 3. Term of Office, Resignations. Each Board member shall hold office until the next annual meeting of the members of the Association and until his successor is elected, or until his earlier resignation, removal from office or death. Any Board member may resign at any time by oral statement to that effect made at a meeting of the Board or in a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Board member may specify. Members of the Board shall serve without compensation. At the first annual meeting of the members of the Association, (after 75% of the aggregate Ownership Interest has been sold) Board members shall be elected, and the term of office of three Board members shall be two (2) years, and the term of office of the remaining Board members shall be one (1) year. At the expiration of such initial term of office of each respective Board member, his successor shall be elected to serve for a term of two (2) years.

Section 4. Organization Meeting. Immediately after each annual meeting of members of the Association, the newly elected Board members and those Board members whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

Section 5. Regular Meetings. Regular meetings of the Board may be held at such times and places as shall be determined by a majority of the Board, but at least four such meetings shall be held during each fiscal year.

Board may be held at any time upon call by the President or any two Board members. Written notice of the time and place of each such meeting shall be given to each Board member either by personal delivery or by mail, telegram or telephone at least two days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any Board member at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting, and such notice may be waived in writing either before or after the holding of such meeting, by any Board member, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular or special meeting.

Section 7. Quorum; Adjournment. A quorum of the Board shall consist of a majority of the Board members then in office; provided that a majority of the Board members present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these Bylaws.

Section 8. Powers and Duties. Except as otherwise provided by law, the Declaration or these Bylaws, all power and authority of the Association shall be exercised by the Board. In carrying out the

purposes of the Condominium Property and subject to the limitations prescribed by law, the Declaration or these Bylaws, the Board, for and on behalf of the Association, may

A. purchase or otherwise acquire, lease as lessee, hold, use, lease as lessor, sell, exchange, transfer, and dispose of property of any description or any interest therein;

B. make contracts;

C. effect insurance;

D. borrow money, and issue, sell, and pledge notes, bonds, and other evidences of indebtedness of the Association;

E. levy assessments against Unit Owners;

F. employ a managing agent to perform such duties and services as the Board may authorize;

G. employ lawyers and accountants to perform such legal and accounting services as the Board may authorize; and

H. do all things permitted by law and exercise all power and authority within the purposes stated in these Bylaws or the Declaration or incidental thereto.

Section 9. Removal of Members of Board. At any regular or special meeting of members of the Association duly called, at which a quorum shall be present, any one or more of the Board members may be removed with or without cause by the vote of the members of the Association entitled to exercise at least seventy-five percent

(75%) of the voting power of the Association, and a successor or successors to such Board member or members so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Board member whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

Section 10. Fidelity Bonds. The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate Fidelity Bonds. The premiums on such bonds shall be paid by the Association and shall be a Common Expense.

ARTICLE III

OFFICERS

Section 1. Election and Designation of Officers. The Board shall elect a President, a Vice President, a Secretary and a Treasurer, each of whom shall be a member of the Board. The Board may also appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary who may or may not be members of the Board but who are members of the Association.

Section 2. Term of Office; Vacancies. The officers of the Association shall hold office until the next organization meeting of the Board and until their successors are elected, except in case of resignation, removal from office or death. The Board may remove any officer at any time with or without cause by a majority vote of the Board members then in office. Any vacancy in any office may be filled by the Board.

executive officer of the Association. He shall preside at all meetings of the Association and shall preside at all meetings of the Board. Subject to directions of the Board, the President shall have general executive supervision over the business and affairs of the Association. He may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board or otherwise be provided for in the Declaration or in these Bylaws.

Section 4. Vice President. The Vice President shall perform the duties of the President whenever the President is unable to act and shall have such other authority and perform such all other duties as may be determined by the Board.

Section 5. Secretary. The Secretary shall keep the minutes of meetings of the members of the Association and of the Board. He shall keep such books as may be required by the Board, shall give notices of meetings of members of the Association and of the Board required by law, the Declaration or by these Bylaws, and shall have such authority and shall perform such other duties as may be determined by the Board or otherwise be provided for in the Declaration or in these Bylaws.

Section 6. Treasurer. The Treasurer shall receive and have in charge all money, bills, notes and similar property belonging to the Association, and shall do with the same as may be directed by the Board. He shall keep accurate financial accounts and hold the same open for the inspection and examination of the Board and shall

have such authority and shall perform such other duties as may be determined by the Board.

Section 7. Other Officers. The Assistant Secretaries and Assistant Treasurers, if any, and any other officers whom the Board may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board.

Section 8. Delegation of Authority and Duties. The Board is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

ARTICLE IV

GENERAL POWERS OF THE ASSOCIATION

Section 1. Common Expenses. The Association, for the benefit of all the Unit Owners, shall pay all Common Expenses arising with respect to, or in connection with, the Condominium Property, including, without limitation, the following:

A. Utility Service for Common Areas and Facilities. The cost of water, waste removal, electricity, telephone, heat, power or any other utility service for the Common Areas and Facilities excluding the Limited Common Areas and Facilities. Upon determination by the Board that any Unit Owner is using excessive amounts of any utility services which are Common Expenses, the Association

shall have the right to levy special assessments against such Unit Owner to reimburse the Association for the expense incurred as a result of such excessive use.

B. Casualty Insurance. The premium upon a policy or policies of Casualty Insurance insuring the Condominium Property, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually.

C. Liability Insurance. The premium upon policy or policies insuring the Association, the members of the Board, the Unit Owners and the Occupants against liability for personal injury, disease, illness or death or for injury to or destruction of property occurring upon, in or about, or arising from or related to the Common Areas and Facilities, as provided in the Declaration, the limits of which policy shall be reviewed annually.

D. Workmen's Compensation. Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

E. Wages and Fees for Services. The wages and/or fees for services of any person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a manager or managing agent for the Condominium Property, the services of any person or persons required for the maintenance or operation of the Condominium Property (including a recreation director, if any), and legal and/or accounting services necessary or proper in

enforcement of the Declaration and these Bylaws and for the organization, operation and enforcement of the rights of the Association.

F. Care of Common Areas and Facilities. The cost of landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintaining, decorating, repairing and replacing of the Common Areas and Facilities, excluding the Limited Common Areas and Facilities.

G. Additional Expenses. The cost of any materials, supplies, furniture, labor, services, maintenance, repairs, replacements, structural alterations and insurance, which the Association is required to secure or pay for pursuant to the terms of the Declaration and these Bylaws or by law or which the Association deems necessary or proper for the maintenance and operation of the Condominium Property as a first class Condominium Project or for the enforcement of the Declaration and these Bylaws.

H. Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance which may in the opinion of the Association constitute a lien against the Condominium Property or against the Common Areas and Facilities, rather than merely against the interests therein of such Unit Owner responsible for the existence of such lien or encumbrance provided, however, that

against such Unit Owner to recover the amount expended in discharging such lien or encumbrance.

I. Certain Maintenance of Units. The cost of the maintenance and repair of the Limited Common Areas and Facilities and of any Unit, if such maintenance or repair is necessary, in the discretion of the Association, to prevent damage to or destruction of any part of the Common Areas and Facilities, or any other Unit, and the Unit Owner having the exclusive right to use such Limited Common Areas and Facilities or owning such Unit requiring such maintenance or repair shall have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said Unit Owner; provided, however, that the Association shall levy a special assessment against such Unit Owner to recover the amount expended for such maintenance or repair.

Section 2. Association's Right to Enter Units. The Association or its agents may enter any Unit or portion of the Limited Common Areas and Facilities when necessary in connection with any maintenance, repair or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Association. The Association reserves the right to retain a pass key to each Unit and no locks or other devices shall be placed on the doors to the Units to obstruct entry through the use

of such pass key. In the event of any emergency originating in or threatening any Unit or at a time when required alterations or repairs are scheduled, the managing agent or his representative or any other person designated by the Board may enter the Unit immediately, whether the Unit Owner is present or not.

Section 3. Capital Additions and Improvements. 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 \$5,000.00 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 \$5,000.00 or less may be made by the Board without approval of the Unit Owners, and the cost thereof shall constitute a Common Expense.

Section 4. Rules and Regulations. The Association, by vote of the members entitled to exercise a majority of the voting power of the Association, or the Board, may adopt such reasonable Rules and from time to time amend the same as it or they may deem advisable for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the Unit Owners and Occupants. - Written notice of such Rules shall be given to all Unit Owners and Occupants and the Condominium Property shall at all times be maintained subject to such Rules. In the event such Rules shall conflict with any provisions of the Declaration or of these Bylaws, the provisions

of the Declaration and of these Bylaws shall govern.

Section 5. 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 the 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 participating Unit Owners as a special assessment or paid by the Association as a Common Expense, in which case a special assessment shall be levied against such participating Unit Owners to reimburse the Association therefor.

Section 6. Delegation of Duties. Nothing herein contained shall be construed so as to preclude the Association, through its Board and officers, from delegating in accordance with the Declaration, to persons, firms or corporations, including any manager or managing agent, such duties and responsibilities of the Association as the Board shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

ARTICLE V

FINANCES OF ASSOCIATION

Section 1. Preparation of Estimated Budget. Each year on or before December 1st, the Association shall estimate the total amount necessary to pay all the Common Expenses for the next calendar year together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements,

and shall on or before December 15th notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof. The "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Areas and Facilities. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Unit Owner shall be obligated to pay to the Association or as it may direct one-twelfth (1/12) of the assessment made pursuant to this Section. On or before the date of each annual meeting, the Association shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Areas and Facilities to the next monthly installments due from Unit Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Unit Owner's percentage of ownership in the Common Areas and Facilities to the installments due in the succeeding six months after rendering the accounting.

Section 2. Reserve for Contingencies and Replacements.

The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not

originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Unit Owner's assessment, such extraordinary expenditures shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Areas and Facilities. The Association shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall be payable with the next regular monthly payment becoming due to the Association not less than ten (10) days after the delivery or mailing of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount.

Section 3. Budget for First Year. When the first Board elected hereunder takes office, the Association shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against and paid by, the Unit Owners during said period as provided in Section 1 of this Article V.

Section 4. Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or deliver to the Unit Owner the annual or adjusted estimate shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the

monthly maintenance charge at the existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

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 his representative duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by such Unit Owner. Upon ten (10) days 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 Unit Owner.

Section 6. 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 hereunder against less than all of the Unit Owners, and for such adjustments as may be required to reflect delinquent or pre-paid assessments) shall be deemed to be held for the use, benefit and account of all of the Unit Owners in proportion to each Unit Owner's percentage ownership in the Common Areas and Facilities.

Section 7. Annual Audit. The books of the Association shall be audited once a year by the Board and such audit shall be completed prior to each annual meeting. If requested by two members of the Board, such audit shall be made by a Certified Public Accountant. In addition and at any time requested by twenty or more Unit Owners, the Board shall cause an additional audit to be made.

Section 8. Security Deposits from Certain Unit Owners.

If in the judgment of the Board the equity of the persons owning the Ownership Interest in any Unit at any time is not sufficient to assure payment (whether by foreclosure of the lien in favor of the Association, or otherwise) of all assessments, charges or other sums which may be levied by the Association, then whether or not such Unit Owner shall be delinquent in the payment of such levies, the Association shall have the right to require such Unit Owner to pay to the Association a security deposit in an amount which the Board deems necessary for such purposes, provided, however, that such security deposit shall in no event exceed an amount which, when added to such Unit Owner's equity interest in his Unit, will equal twenty-five percent (25%) of the purchase price of the Unit in question. In the event that any Unit Owner shall fail to pay any assessments, charges or other sums which may be due hereunder or shall otherwise violate any covenants, terms and conditions of the Declaration or of these Bylaws, the Association shall have the right, but not the obligation, to apply such security deposit in reduction of its alleged damages resulting from such failure or violation, which right shall be in addition to all other remedies provided for in the Declaration or these Bylaws. Upon any sale by such Unit Owner of his Unit, or at such time as such Unit Owner's equity of his Unit is sufficiently great to dispense with the necessity of such security deposit, any unapplied balance of said security deposit remaining to the credit of said Unit Owner shall be refunded, provided that such Unit Owner shall not be in default under any of his obligation under the Declaration or these Bylaws. The Association shall have the right to maintain all security deposits

held by it as aforesaid in a single bank account and shall not be required to credit interest thereon to any Unit Owner; such interest, if any, to be paid to and retained by the Association. Said security deposit shall at all times be subject and subordinate to the lien in favor of the Association as described in the Declaration and all rights thereto shall inure to the benefit of the lienor.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Indemnification of Board Members and Officers.

Each Board member and officer of the Association, and each former Board Member and officer of the Association, shall be indemnified by the Association against the costs and expenses reasonably incurred by him in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which he is or may be made a party by reason or his being or having been such Board member or officer of the Association (whether or not he is a Board member or officer 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 Board member or officer. In case of the settlement of any action, suit or proceeding to which any Board member or officer of the Association, or any former Board member or officer of the Association, is made a party or which may be threatened to be brought against him by reason of his being or having been a Board member or officer of the Association, he shall be indemnified by the Association against the costs and expenses (including the cost of settlement) reasonably incurred by him in connec-

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

Section 2. 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 a majority of the voting power. No such amendment shall conflict with the provisions of the Declaration or of Chapter 5311 of the Ohio Revised Code.

Section 3. Definitions. The terms used in these Bylaws (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of these Bylaws and of any amendment hereto shall have the respective meanings specified in Article I of the Declaration.

tion with such action, suit or proceeding (whether or not he is a Board member or officer at the time of incurring such costs and expenses), if (A) the Association shall be advised by independent counsel that such Board member or officer did not misconduct himself or was not negligent in the performance of his duty as such Board member or officer with respect to the matters covered by such action, suit or proceeding, and the cost to the Association of indemnifying such Board member or officer (and all other Board member and officers, 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 reasonably be expected to exceed the amount of costs and expenses to be reimbursed to such Board members and officers as a result of such settlement; or (B) disinterested Association members entitled to exercise a majority of the voting power shall, by vote at any annual or special meeting of the Association, approve such settlement and the reimbursement to such Board member or officer of such costs and expenses. The phrase "disinterested members" shall mean all members of the Association other than (i) any Board member or officer 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 Board member or officer owns of record or beneficially 10% or more of any class of voting securities, (iii) any firm of which such Board member or officer is a partner or officer, and (iv) any spouse, child, parent, brother or sister of any such Board member or officer.

275640

#4

AMENDMENT TO DECLARATION & BYLAWS
OF CONDOMINIUM OWNERSHIP FOR
SAGAMORE EAST CONDOMINIUM ASSOCIATION

AUTOMOBILE OWNERSHIP & STORAGE

WHEREAS: The number of available parking spaces is severely limited in the Sagamore East Condominium Association,

AND WHEREAS: it is the intent to preserve sufficient parking spaces for Association visitors and guests,

AND WHEREAS: it is the intent of the unit owners to maintain the aesthetic appearance of the Common Areas of the Association,

BE IT RESOLVED that the Declaration and Bylaws be hereby amended.

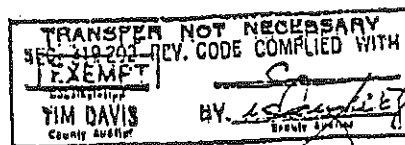
KNOW ALL MEN BY THESE PRESENTS that the Declaration of Condominium Ownership and Bylaws for Sagamore East Condominium as filed in Volume 5989, Pages 1-78 of the Condominium Records in the Summit County Recorder's Office is hereby modified and amended in the manner and respects as set forth below:

WITNESSETH:

Section 6, C will be redesignated Section 6, C(i)

The following paragraphs shall constitute Section 6, C(ii) of the Declaration:

1. No unit owner, tenant, or resident of the Sagamore East Condominium Association shall park or store more than two (2) "vehicles" on or within Association Common or Limited Common Areas, including garage spaces.



VOL 7280 PAGE 107

Tim Davis
COUNTY AUDITOR

DEFINITIONS-

a) A "vehicle" shall include, but not be limited to automobiles, vans, trucks, recreational vehicles, trailers, boats and planes. Excluded by this definition are motorcycles, bicycles, and other similar size means of transportation which are stored inside a garage space in addition to a "vehicle."

b) A "garage" is that interior parking space which is included in the legal description of a given Unit.

2. All vehicles parked outside an interior garage space must be properly licensed and maintained in a fully operable condition, including but not limited to fully inflated tires, proper windshields and windows, with all major structural components intact.

3. "Permissible Vehicles" may be parked either in a garage space or on the Common Parking Areas.

"Non-Permissible Vehicles" may only be parked within an interior garage space.

DEFINITIONS-

a. A "Permissible Vehicle" is any vehicle not defined as a "Non-Permissible Vehicle" and which is less than 2 tons in weight. A "Permissible Vehicle" would commonly include automobiles, small vans and light pickup trucks.

b. A "Non-Permissible Vehicle" shall be defined to include: recreational vehicles, boats, trailers and planes. This definition may be clarified by the Board of Managers from time to time in order to effectuate the intent of subject amendment.

4. The Board of Managers shall be empowered to grant, upon written request, a two-week grace period to an association resident who will temporarily be in non-compliance with this section of the Declaration and Bylaws.

5. Any resident of the Association who is in non-compliance with this section of the Declaration and Bylaws, without special permission of the Board of Managers, is subject to any or all of following sanctions:

- a) Towing and impounding of the non-complying vehicle
- b) A monetary fine of two-hundred dollars (\$200), and additionally, fines to cover the cost of the towing and impoundment, if any.
- c) Other legal action as appropriate to fulfill the intent of the Association's governing documents, rules and regulations.

VOL 7280 PAGE 109

RECEIVED THIS DATE
15 MAY 1989
CUYAHOGA CITY RECORDER
86 MAY 11 A 9:50

Before the initiation of any of the above sanctions the Board of Managers will provide the non-complying party written notice of same. From the time of receipt of such notice the non-complying party will have three days in which to end such non-compliance before any of the stated sanctions are invoked.

6. This Amendment shall take effect upon its approval by at least 75% of the voting membership of the Association, and shall apply to all unit owners, tenants and residents from the date of adoption, and shall not apply retroactively.

IN WITNESS WHEREOF, the undersigned unit owners are entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, which action was authorized in person or by proxy, who hereby authorize these amendments at Sagamore Hills, Ohio.

194288

275641

#3

AMENDMENT TO BYLAWS
OF CONDOMINIUM OWNERSHIP FOR
SAGAMORE EAST CONDOMINIUM ASSOCIATION

WHEREAS: The Sagamore East Condominium Association has been unable to obtain a majority of condominium unit owners for Annual and Special Meetings.

AND, WHEREAS the failure to gather a true majority of the voting membership has frustrated the conduct of elections for the Board of Managers and the carrying on of Association business.

BE IT RESOLVED that the Declaration and Bylaws be hereby amended.

KNOW ALL MEN BY THESE PRESENTS that the Declaration of Condominium Ownership and Bylaws for Sagamore East Condominium Association as filed in Volume 5989, Pages 1-78 of the Condominium Records in the Summit County Recorder's Office is hereby modified and amended in the manner and respects as set forth below:

WITNESSETH:

1. Article I, Section 5, paragraph D., Quorum; Adjournment, is hereby deleted in its entirety.
2. The following paragraphs are incorporated in Article I, Section 5, as new paragraph D. Quorum.

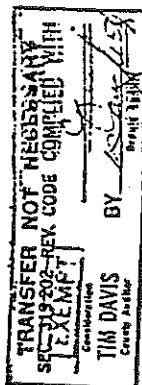
Meetings of the Association, for which at least seven days' prior written notice was provided all unit owners, shall be deemed valid ANNUAL MEETINGS or SPECIAL MEETINGS, as appropriate. A majority vote of the membership present as such meetings, in person or by proxy, shall be deemed a quorum and sufficient for the purposes of:

- A. Electing officers to the Board, or
- B. Conducting business that would normally require no more than a majority vote of the membership.

THIS AMENDMENT DOES NOT ALTER THE REQUIREMENT FOR A SEVENTY-FIVE PERCENT (75%) VOTE OF THE ACTUAL MEMBERSHIP TO ENACT AMENDMENTS TO THE DECLARATION AND BYLAWS.

IN WITNESS WHEREOF, the undersigned unit owners are entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, which action was authorized in person or by proxy, who hereby authorize these amendments at Sagamore Hills, OH,

VOL 7280 PAGE 115



AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP FOR
SAGAMORE EAST CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS that the Declaration of Condominium Ownership and Bylaws for Sagamore East Condominium was filed in Volume 5989, Pages 1-78 and Volume _____, Pages _____ of the Condominium Map Records in the Recorder's Office of Summit County, Ohio, is hereby modified and amended in the manner and respects as set forth below:

WITNESSETH

1. The following paragraph is substituted for Section 11L of the Declaration.

L. Rental of Units. No unit shall be leased by a unit owner to others as a regular practice for business, speculative, investment or other similar purpose. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Managers may grant permission to an owner to lease his unit to a specified renter for a period not less than four (4) consecutive months nor more than twenty-four (24) consecutive months, provided said lease is made subject to the covenants and restrictions of this Declaration and Bylaws. Any unit owner leasing his unit prior to the filing of this Amendment with the County Recorder shall continue to enjoy the privilege of renting that unit. An existing unit owner prior to the recording of this provision or unit owner after the recording of this provision shall give the Board of Managers the appropriate notice and information required by Section 17 of this Declaration. Said lease shall contain or incorporate a provision appointing the Association Attorney-in-Fact for the unit owner for the purpose of evicting the tenant if the tenant violates the covenants and restrictions in this Declaration and Bylaws which may be in addition to the remedies under these documents for any violation by the tenant. Any conflict between this provision or other provisions of this Declaration and Bylaws shall be interpreted in favor of this restriction on leasing.

IN WITNESS WHEREOF, the undersigned Unit Owners are entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, which action was authorized in person or by proxy, who hereby authorize this amendment at Sagamore Hills, Ohio.

Members of the Association

OWNERS	PROXY (IF USED)	% OF OWNERSHIP
All Signatures on this Page Signed and Acknowledged in the Presence of: <u>Marvin Kohel</u>		<u>2.290</u>
<u>Norma H. Kysieleski</u>	BY: _____	<u>2.745</u>
<u>Josephine Kallas</u>	BY: _____	<u>1.2825</u>
<u>& Patricia Yurko</u>	BY: _____	<u>1.2825</u>

STATE OF OHIO }
SUMMIT COUNTY } SS.

BEFORE ME, a Notary Public, personally appeared the above named UNIT OWNERS of SAGAMORE EAST CONDOMINIUM, who acknowledge that they did sign the foregoing Declaration Amendment regarding Leasing (Paragraph L) of the Declaration and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 14 day of February, 1980.

Notary Public
NOTARY PUBLIC

AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP FOR
SAGAMORE EAST CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS that the Declaration of Condominium Ownership and Bylaws for Sagamore East Condominium was filed in Volume 5989, Pages 1-78 and Volume _____, Pages _____ of the Condominium Map Records in the Recorder's Office of Summit County, Ohio, is hereby modified and amended in the manner and respects as set forth below:

WITNESSETH

1. The following paragraph is substituted for Section 11E of the Declaration.

E. Pets. No animal, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any unit or in the common areas or facilities. No resident (occupier of the unit) or unit owner shall be permitted to introduce a new dog and/or cat, replace an existing dog and/or cat or add an additional dog and/or cat anywhere on the premises of the unit or common property or facilities from the date of filing this amendment to the Declaration of Ownership, i.e. Dogs and/or cats introduced into the Association prior to this date will not be affected by this amendment. Ownership of existing dogs and/or cats is to be registered with the Board of Managers after the filing of this amendment. Registration will protect present dog owners from erroneous allegations that their dog was introduced after the filing of the amendment. Other household pets and existing dogs may be kept in the unit, subject to the rules and regulations adopted by the Association, provided they are not kept, bred or maintained for any commercial purpose, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these rules upon three (3) day written notice of the Board of Managers of the Association.

IN WITNESS WHEREOF, the undersigned Unit Owners are entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, which action was authorized in person or by proxy, who hereby authorize this amendment at Sagamore Hills, Ohio.

Members of the Association

<u>OWNERS</u>	<u>PROXY (IF USED)</u>	<u>% OF OWNERSHIP</u>
All Signatures on this Page Signed and Acknowledged in the Presence of:	<u>Barbara A. Wall</u>	<u>2.470</u>
<u>Norma H. Fyzulka</u>	BY: _____	_____
<u>Barbara A. Wall</u>	_____	<u>2.290</u>
<u>Carol Anne Wichnie</u>	BY: _____	_____
<u>Martin Robert</u>	_____	<u>2.290</u>
<u>Brianne Lynn</u>	BY: _____	_____
	_____	<u>2.745</u>
	BY: _____	_____

STATE OF OHIO }
SUMMIT COUNTY } SS.

BEFORE ME, a Notary Public, personally appeared the above named UNIT OWNERS of SAGAMORE EAST CONDOMINIUM, who acknowledge that they did sign the foregoing Declaration Amendment regarding Pets (Paragraph E) of the Declaration and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this
day of February, 1980.

Carol Anne Wichnie
NOTARY PUBLIC

one page 5

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
SAGAMORE EAST CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR SAGAMORE EAST CONDOMINIUM RECORDED AT VOLUME 5989, PAGE 1 ET SEQ. OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR SAGAMORE EAST CONDOMINIUM WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 12/15/11

BY: KRISTEN M. SCALISE CPA, CFE
SUMMIT COUNTY FISCAL OFFICER
FISCAL OFFICER

BY: Kelly Phelps
KELLY Phelps



Kristen Scalise, Summit Co Fiscal Office

55825299
Pg: 1 of 7
12/16/2011 09:51A
CONDO 72.00

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
SAGAMORE EAST CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Sagamore East Condominium (the "Declaration") and the Bylaws of Sagamore East Condominium Unit Owners' Association (the "Bylaws"), Exhibit C to the Declaration, were recorded at Summit County Records Volume 5989, Page 1 et seq., and

WHEREAS, the Sagamore East Condominium Unit Owners' Association (the "Association") is a corporation consisting of all Unit Owners in Sagamore East and as such is the representative of all Unit Owners, and

WHEREAS, Article 15 of said Declaration authorizes amendments to the Declaration and Bylaws Article VI, Section 2 authorizes amendments to the Bylaws, and

WHEREAS, Unit Owners representing at least 75% of the Association's current voting power, based on ownership interests, have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 77.655% of the Association's voting power as of November 10, 2011, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 77.655% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President stating that copies of the Amendment will be mailed by certified mail to all mortgagees on the records of the Association once the Amendment is recorded with the Summit County Fiscal Office, and

WHEREAS, attached hereto as Exhibit B is a certification from the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendment, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Sagamore East Condominium is hereby amended by the following:

MODIFY the 1st SENTENCE of DECLARATION PARAGRAPH 8, SECTION A entitled, "Responsibility of the Association." Said modification, to be made on Pages 9-10 of the Declaration, as recorded at Summit County Records, Volume 5989, Page 1 et seq., is as follows (new language is underlined):

Except as otherwise expressly provided in Paragraph 12, Section B thereof, the Association, at its expense, shall be responsible for the management, maintenance, repair, replacement, alteration and improvement of the Common Elements, excluding the Limited Common Elements, as well as the cost for sewer usage, based on metered usage, which shall be based on the assigned percentage of ownership interest as provided in Declaration Paragraph 6, Section B, and assessed as a Common Expense.

MODIFY DECLARATION PARAGRAPH 8, SECTION B(iii). Said modification, to be made on Page 11 of the Declaration, as recorded at Summit County Records, Volume 5989, Page 1 et seq., is as follows (new language is underlined):

(iii) to pay all costs for utility services furnished to his Unit or to the Limited Common Elements designated for his use, except that the cost for sewer usage, based on metered usage, which shall be based on the assigned percentage of ownership interest as provided in Declaration Paragraph 6, Section B, and assessed as a Common Expense;

MODIFY the 1st SENTENCE of BYLAWS ARTICLE IV, SECTION 1, PARAGRAPH A entitled "Utility Service for Common Elements." Said modification, to be made on Page 11 of the Bylaws, Exhibit C of the Declaration,



as recorded at Summit County Records, Volume 5989, Page 1 et seq., is as follows (new language is underlined):

The cost of water, waste removal, electricity, telephone, heat, power or any other utility service for the Common Elements, excluding the Limited Common Elements, except that the Association shall pay for sewer usage for the Units and Limited Common Elements as a Common Expense.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment shifting the cost of sewer service from the Unit Owners to the Association as a Common Expense. The invalidity of any part of the above provision, shall not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owner of record at the time of such filing shall have standing to contest the validity of this amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Sagamore East Condominium Unit Owners' Association has caused the execution of this instrument this 8th day of December, 2011.

SAGAMORE EAST CONDOMINIUM UNIT OWNERS' ASSOCIATION

By: David Vinciguerra
DAVID VINCIGUERRA, its President

By: Kathy Russo
KATHY RUSSO, its Secretary



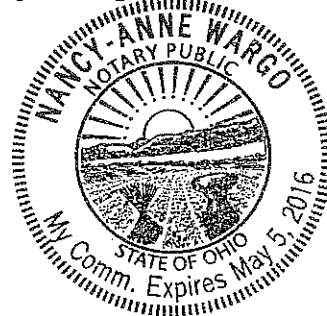
STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Sagamore East Condominium Unit Owners' Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 4 of 7, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Sagamore Hills, Ohio, this 8th day of December, 2011.

Nancy Anne Wargo
NOTARY PUBLIC

Place notary stamp/seal here:



This instrument prepared by:
KAMAN & CUSIMANO, LLC, Attorneys at Law
2000 Terminal Tower
50 Public Square
Cleveland, Ohio 44113 Ans
(216) 696-0650

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Sagamore East Condominium Unit Owners' Association, hereby certifies that there is on file in the Association's records, the names of the following mortgagees, if any, who have consented to the proposed Amendment to the Declaration.

NONE

Kathy Russo
KATHY RUSSO, Secretary

STATE OF OHIO)
) SS.
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named KATHY RUSSO who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Sagamore Hills, Ohio, this 8th day of December, 2011.

Nancy Anne Wargo
NOTARY PUBLIC

Place notary stamp here

