

C. J. Jia

GREENWOOD VILLAGE CONDOMINIUM NO. 2
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 A and B, respectively, have been filed in the Office of the County Auditor, Summit County, Ohio

Date: *March 10, 1971.*

C. L. BOWER
County Auditor

By: _____

filed under #597128
Volume #76 - pages 63 - 68

This instrument prepared by:

Thompson, Hine and Flory
Cleveland, Ohio

I N D E X

<u>Heading</u>	<u>Page No.</u>
1. Legal Descriptions and Definitions	1
A. Legal Descriptions	1
B. Definitions	1
2. Establishment of Condominium and Division of Condominium Property	2
3. Name	2
4. General Description of Condominium Property	2
5. Description of Units	2
6. Common Areas and Facilities	10
A. Description	10
B. Ownership of Common Areas and Facilities	10
C. Use of Common Areas and Facilities	10
D. Use of Limited Common Areas and Facilities	10
E. Exclusive Use Areas	13
7. Unit Owners Association	14
A. Membership	14
B. Board of Managers and Officers	14
C. Administration of Condominium Property	14
D. Service of Process	15
8. Management, Maintenance, Repairs, Alterations and Improvements	15
A. Responsibility of the Association	15
B. Responsibility of Unit Owner	16
C. Construction Defects	17
D. Effect of Insurance or Construction Guarantees	18
9. Common Expenses and Assessments	18
A. Division of Common Profits and Common Expenses	18
B. Lien of Association	19
C. Priority of Association's Lien	20
D. Dispute as to Common Expenses	20
E. Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses	20
F. Liability for Assessments Upon Voluntary Conveyance	21
10. Easements	21
A. Encroachments	22
B. Maintenance Easements	22
C. Utility Easements	23
D. Construction Easements	23
E. Future Easements to Others	24
F. Garage Easement	25
11. Purpose of Property and Covenants and Restrictions as to Use and Occupancy	25
A. Purpose of Property	25
B. Obstruction of Common Areas and Facilities	25
C. Hazardous Uses and Waste	25
D. Exterior Surfaces of Buildings	26
E. Animals and Pets	26
F. Nuisances	27
G. Impairment of Structural Integrity of Building	27

	<u>Heading</u>	<u>Page No.</u>
	H. Laundry or Rubbish in Common Areas and Facilities	27
	I. Lounging or Storage in Common Areas and Facilities	27
	J. Prohibited Activities	27
	K. Alteration of Common Areas and Facilities	28
	L. Rental of Units	28
12.	Insurance and Reconstruction	29
	A. Insurance	29
	B. Responsibility for Reconstruction or Repair	32
	C. Procedure for Reconstruction or Repair	33
13.	Rehabilitation of Existing Buildings, Structures and Other Improvements	36
14.	Removal from Condominium Ownership	37
15.	Additions to Condominium Property	37
16.	Amendment of Declaration	40
17.	Remedies for Breach of Covenants and Rules	41
	A. Abatement and Enjoyment	41
	B. Involuntary Sale	42
18.	Sale, Leasing or Other Alienation	43
	A. Sale or Lease	43
	B. Involuntary Sale	45
	C. Consummation of Purchase	47
	D. Consent of Voting Members	48
	E. Release, Waiver and Exceptions to Option	48
	F. Evidence of Termination of Option	49
	G. Financing of Purchaser under Option	49
	H. Title to Acquired Interests	50
19.	Miscellaneous Provisions	50
	A. Grantor's Rights Pending Sale of a Majority of Units	50
	B. Notices of Mortgages	51
	C. Copies of Notices to Mortgage Lender	51
	D. Covenants Running with the Land	51
	E. Termination	52
	F. Waiver	52
	G. Severability	52
	H. Time Limits	52
	I. Liability	53
	J. Service of Notices on the Board	53
	K. Headings	53
	L. Interpretation	53

Exhibit A: Bylaws
Exhibit B: Drawings

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

GREENWOOD VILLAGE CONDOMINIUM NO. 2

WHEREAS, Greenwood Village, Inc., a Delaware Corporation, hereinafter referred to as "Grantor", is the owner in fee simple of Parcel No. 1 (hereinafter described); and

WHEREAS, it is the desire of Grantor to submit said Parcel No. 1, together with the improvements thereon constructed and hereinafter described, to the provisions of Chapter 5311 of the Ohio Revised Code, for condominium ownership; and

WHEREAS, Grantor is also the owner of Parcel No. 2 (hereinafter described) which is adjacent to and lies westerly of Parcel No. 1, upon which parcel Grantor proposes to construct improvements for residential use; and

WHEREAS, Grantor desires to provide for the submission of Parcel No. 2, together with the improvements to be constructed thereon, to the provisions of said Chapter 5311 of the Ohio Revised Code.

NOW, THEREFORE, Grantor hereby declares:

1. Legal Descriptions and Definitions.

A. Legal Descriptions.

(1) The legal description of Parcel No. 1 is as follows:

Situated in the Township of Sagamore Hills, County of Summit and State of Ohio, and known as being part of Original

Northfield Township Lot No. 87 and also being known as part of Block "D" of Greenwood Village, Inc.'s, Subdivision No. 1 of Greenwood of Sagamore Hills as shown by Plat recorded in Plat Book 74, Pages 64 to 69, inclusive, Summit County Plat Records, and part of Area "B" of Greenwood Village, Inc.'s Subdivision No. 2-A of Greenwood of Sagamore Hills as shown by Plat recorded in Plat Book 76, Pages 59 to 62 inclusive, Summit County Plat Records, and more fully described as follows:

Beginning at the intersection of the centerline of Greenwood Parkway, 100 feet wide, and the centerline of Canyon View Road, 50 feet wide, as shown by plat recorded in Volume 74, Page 67 of Summit County Map Records;

Thence South $47^{\circ} 23' 48''$ West along the centerline of Canyon View Road, as aforesaid, 100.00 feet to a point of curvature of said centerline;

Thence North $42^{\circ} 36' 12''$ West 25.00 feet to a point on the Northerly line of Canyon View Road, as aforesaid, said point being also the most Southerly corner of Block "N" as shown by said recorded plat and the principal place of beginning for the parcel of land herein described;

Thence along the arc of a curve bearing to the right and along the Northerly line of Canyon View Road, as aforesaid, said curve having a radius of 847.43 feet, a delta of $27^{\circ} 44' 54''$ and a chord which bears South $61^{\circ} 16' 17''$ West and measures 406.43 feet, a distance of 410.41 feet to a point;

Thence North $20^{\circ} 22' 58''$ West 344.74 feet to a point on the Northerly line of said Subdivision No. 2-A of Greenwood of Sagamore Hills, as aforesaid;

Thence North $82^{\circ} 58' 05''$ East along the Northerly line of said subdivision No. 2-A, 148.59 feet to a point;

Thence North $69^{\circ} 37' 02''$ East and continuing along said Northerly Subdivision Line, 154.83 feet to a point;

Thence South $42^{\circ} 36' 12''$ East along the Southwesterly line of Block "N" as aforesaid, and the Northwesterly extension thereof, 271.61 feet to a point and the principal place of beginning and containing 2.5081 acres of land, be the same, more or less, but subject to all legal highways and easements of record.

(ii) The legal description of Parcel No. 2 is as follows:

Situated in the Township of Sagamore Hills, County of Summit and State of Ohio and known as being part of Original Northfield Township Lot No. 87 and also known as being part of Block "D" of Greenwood Village, Inc.'s, Subdivision No. 1 of Greenwood of Sagamore Hills as shown by plat records in Plat Book 74, Pages 64 to 69 inclusive, Summit County Plat Records, and part of Area "B" of Greenwood Village, Inc.'s, Subdivision No. 2-A of Greenwood of Sagamore Hills as shown by Plat recorded in Plat Book 76, pages 59 to 62, inclusive, Summit County Plat Records, and more fully described as follows:

Beginning at the intersection of the centerline of Greenwood Parkway, 100 feet wide, and the centerline of Canyon View Road, 50 feet wide, as shown by Greenwood Village, Inc.'s, Subd. No. 1, as aforesaid;

Thence along the centerline of Canyon View Road, as aforesaid, South $47^{\circ} 23' 48''$ West, 100.00 feet to a point of curvature of said centerline;

Thence North $42^{\circ} 36' 12''$ West, 25.00 feet to a point on the Northerly line of Canyon View Road, as aforesaid, said point being also the Southwesterly corner of Block "N" in said Greenwood Village, Inc.'s, subdivision No. 1;

Thence along the Northerly line of Canyon View Road, as aforesaid, and along the arc of a curve to the right, said curve having a Radius of 847.43 feet, a Delta of $27^{\circ} 44' 54''$ and a Chord which bears South $61^{\circ} 16' 17''$ West and measures 406.43 feet, a distance of 410.41 feet to a point at the Southwesterly corner of Parcel No. 1 of Condominium No. 2, Greenwood Village, and the principal place of beginning for the parcel of land herein described;

Thence continuing along the Northerly line of Canyon View Road, as aforesaid, and along the arc of a curve to the right, said curve having a Radius of 847.43 feet, a Delta of $26^{\circ} 15' 06''$ and a Chord which bears South $88^{\circ} 16' 14''$ West and measures 384.89 feet, a distance of 388.27 feet to a point of tangency;

Thence continuing along the Northerly line of Canyon View Road, as aforesaid, North $78^{\circ} 36' 13''$ West, 492.61 feet to a point of curvature;

Thence continuing along the Northerly line of Canyon View Road, as aforesaid, and along the arc of a curve to the Right, said curve having a Radius of 508.32 feet, a Delta of $56^{\circ} 07' 38''$ and a Chord which bears North $50^{\circ} 32' 25''$ West and measures 478.28 feet, a distance of 497.95 feet to a point;

Thence continuing along the Northeasterly line of Canyon View Road, as aforesaid, and along the arc of a curve to the Right, said curve having a Radius of 508.32 feet, a Delta of $1^{\circ} 21' 44''$ and a Chord which bears North $21^{\circ} 47' 45''$ West and measures 12.09 feet, a distance of 12.09 feet to a point;

Thence along the Northerly line of said Block "D" of Greenwood Village, Inc.'s, Subdivision No. 1, as aforesaid, North $77^{\circ} 49' 06''$ East, 174.71 feet to a point;

Thence continuing along the Northerly line of said Block "D", South $78^{\circ} 36' 13''$ East, 75.00 feet to a point at the most Westerly corner of Area "B" of said Greenwood Village, Inc.'s, Subdivision No. 2-A;

Thence along the Northerly line of said Area "B", North $82^{\circ} 13' 02''$ East, 243.52 feet to a point;

Thence continuing along the Northerly line of said Area "B", South $80^{\circ} 11' 16''$ East, 470.18 feet to a point;

Thence continuing along the Northerly line of said Area "B", South $37^{\circ} 25' 04''$ East, 85.04 feet to a point;

Thence continuing along the Northerly line of said Area "B", North $82^{\circ} 58' 05''$ East, 121.64 feet to a point at the Northwesterly corner of Parcel No. 1 of Condominium No. 2, as aforesaid;

Thence along the Westerly line of Parcel No. 1 of Condominium No. 2, as aforesaid, South $20^{\circ} 22' 58''$ East, 344.74 feet to the place of beginning and containing 9.15035 acres of land, to be the same, more or less, but subject to all legal highways and easements of record.

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 Greenwood Village Condominium No. 2 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 A and made of part hereof.

(iv) "Buildings" means Parcel No. 1 Buildings; provided, however, when buildings constructed on all or any portion of Parcel No. 2 have been added to the Condominium Property pursuant to the provisions of Paragraph 15 hereof, the term "Buildings" shall also include such Parcel No. 2 Buildings to the extent the same shall have been added to the Condominium Property.

(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 patios, balconies, stairways, halls, courtyards, walkways, driveways and parking spaces and all lawns, landscaping and gardens now or hereafter situated in the Condominium Property, including any repairs and 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;

(b) expenses of the Association incurred in the administration, maintenance, repair and replacement of the Common Areas and Facilities;

(c) expenses of operation and maintenance of a swimming pool and party house, if the same is constructed and conveyed to Greenwood Village Community Association and reserved for the use of Unit Owners and others sharing in the cost of such operation and maintenance;

(d) expenses of operation of the community antenna system; and

(e) expenses determined from time to time to be Common Expenses by the Association.

(viii) "Condominium Property" means Parcel No. 1, Parcel No. 1 Buildings and all other improvements thereon, and all articles of personal property existing thereon

for the common use of the Unit Owners; provided, however, when Parcel No. 2, or any portion thereof, has been added to the Condominium Property pursuant to the provisions of Paragraph 15 hereof, the term "Condominium Property" shall also include Parcel No. 2 to the extent the same shall have been added to the Condominium Property, Parcel No. 2 Buildings and all other improvements thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners.

(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 No. 4151, and by E. Kleth Haag, Registered Architect No. 2198, as to Page 1 and by said E. Kleth Haag and by John E. Dailey Registered Surveyor No. 5151 as to Pages 2 through 6, inclusive, in accordance with Section 5311.07 of the Ohio Revised Code, relating to the Condominium Property, which Drawings are identified as Exhibit B and attached to this Declaration, or, when amended pursuant to the provisions of Paragraph 15 hereof, as so amended.

(xi) "Exclusive Use Areas" means those parts of the Common Areas and Facilities, other than Limited Common Areas and Facilities, reserved for 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) "Parcel No. 1" means the land described in Paragraph 1, Section A(1) hereof.

(xvi) "Parcel No. 2" means the land described in Paragraph 1, Section A(11) hereof.

(xvii) "Parcel No. 1 Buildings" means the structure and other facilities constructed on Parcel No. 1.

(xviii) "Parcel No. 2 Buildings" means the structure and other facilities which the Grantor constructs on Parcel No. 2 pursuant to the provisions of Paragraph 15 hereof.

(xix) "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.

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

(xxi) "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 and Division of Condominium Property. Grantor is the owner of Parcel No. 1 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 "Greenwood Village Condominium No. 2".

4. General Description of Condominium Property. Until amended as provided in Paragraph 15 hereof, the Condominium Property consists of Parcel No. 1 and Parcel No. 1 Buildings and other improvements located thereon, including, without limitation, (a) two (2) residential structures each of which are three (3) stories in height and each containing eighteen (18) Units which are in the case of the first such structure designated, respectively, "101", "102", "103", "104", "105", "106", "201", "202", "203", "204", "205", "206", "301", "302", "303", "304", "305" and "306", and in the case of the second such structure designated, respectively, "107", "108", "109", "110", "111", "112", "207", "208", "209", "210", "211", "212", "307", "308", "309", "310", "311", and "312", (b) two (2) garage buildings each of which are one story in height and each containing eighteen (18) automobile parking spaces and eighteen (18) storage lockers, (c) all easements, rights, and appurtenances belonging thereto, and (d) all articles of personal property existing thereon for the common use of the Unit Owners. The said residential structures are constructed principally of cement block concrete, asphalt shingles, brick veneer and wood. The said garage buildings are constructed principally of steel, cement block, brick veneer and wood. The location, layout and dimensions of the Units and Common Areas and Facilities are shown graphically on the Drawings.

5. Description of Units. Each Unit shall constitute a single free hold 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 wall, windows, doors, floors and ceilings of such Unit, projected, if

necessary, by reason of structural divisions, such as interior walls or 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.

Until amended as provided in Paragraph 15 hereof, the percentage of 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>Unit No.</u>	<u>Percentage of Interest</u>
101	.02886
102	.02886
103	.02435
104	.02435
105	.02886
106	.02886
107	.02886
108	.02886
109	.02435
110	.02435
111	.02886
112	.02886
201	.02931
202	.02931
203	.02481
204	.02481
205	.02931
206	.02931
207	.02931
208	.02931
209	.02481
210	.02481
211	.02931
212	.02931
301	.02967
302	.02967
303	.02516
304	.02516
305	.02967
306	.02967
307	.02967
308	.02967
309	.02516
310	.02516
311	.02967
312	.02967

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 con-

veyed, encumbered, 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, (iii) the Rules, and (iv) the Declaration of Covenants and Restrictions executed under date of March 6, 1970, by Grantor and Greenwood Village Community Association recorded in Volume 4993 at Page 413 to 452, inclusive of Summit County Records.

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 and doors 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 any conduits located within the bounds of such Unit and which serve only such Unit;

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

(vi) all other Common Areas and Facilities which 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 reassign 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. Grantor shall forthwith cause to be formed an Ohio corporation, not for profit, to be called "Greenwood Village Condominium No. 2 Unit Owners Association", which shall administer the Condominium Property, subject to the provisions of Section A of Paragraph 19 hereof. Each Unit Owner, upon acquisition of the Ownership Interest in a Unit within the Condominium Property as presently constituted, or hereafter enlarged in accordance with Paragraph 15 hereof, 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, 812 West 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 hereof, 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 ten (10) 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 ten (10) years

in duration, or enter into a new management contract for an additional period not in excess of ten (10) years, or designate a different managing agent. Anything herein to the contrary notwithstanding, Grantor (or any other entity designated by Grantor to act in such capacity) shall be employed as the managing agent for the period ending ten (10) years after the date this Declaration is filed for record. The managing agent, or the Association, if there is no managing agent, shall have the authority to enter into agreements with Grantor or one or more other firms or corporations, affiliated with Grantor, for the common management, maintenance and repair of the Condominium Property and such other developments. Without intending to limit the generality of the foregoing, such agreements may provide for the allocation of expenses, purchase of equipment and supplies and joint sharing of employees and management overhead.

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

(1) 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;

(11) to perform his responsibilities in such manner so as not to unreasonably disturb other Unit Owners and Occupants;

(111) 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 hereinafter 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 main-

tenance, 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 remains 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 liens of first mortgages which have been theretofore filed for record, 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 to 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 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 become 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 Grantor, 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.

A. Encroachments. If by reason of the construction, 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 any part of a Unit shall encroach upon any part of any other Unit, 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, power 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 Grantor reserved over Parcel No. 1 for the benefit of Parcel No. 2 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. Construction Easements. Easements in favor of Grantor reserved over Parcel No. 1 for the benefit of Parcel No. 2 to establish the grade on Parcel No. 2 and for necessary access to construct the Parcel No. 2 Buildings and other improvements on Parcel No. 2.

E. Future Easements to Others. Such easements as Grantor, 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 a 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 Grantor, 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.

F. Garage Easement. Easements in favor of each Unit Owner for the exclusive use of such automobile parking stall and such storage locker, as shall be located in one (1) of the two (2) garage buildings comprised in the Common Areas and Facilities and referred to in Paragraph 4 hereinabove, as shall be designated for his Unit by the Association.

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 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 involved 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 Area 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 Grantor.

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, 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 playing, lounging or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs 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 Grantor to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and (ii) the right is hereby given the Association or its representatives 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.

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, provided that said lease is made subject to

the covenants and restrictions in this Declaration and the Bylaws and shall further have the approval of the Board.

12. Insurance and Reconstruction.

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

(1) All insurable improvements comprising the Common Areas and Facilities and all personal property as may be owned by the Association shall be insured 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 endorsement; 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 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 Grantor, 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) (herein 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 Grantor, the Association, the Unit Owners, and their respective mortgagees.

(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 and Casualty Insurance affording coverage upon his Unit and property inasmuch as the same will not be insured by the Association, but such Casualty Insurance shall provide that it shall be without contribution as against the Casualty Insurance purchased by the Association or shall be written by the carrier of such Casualty Insurance and shall contain the same waiver of subrogation as that referred to in subparagraph (1) above.

B. Responsibility for Reconstruction or Repair.

(1) If any portion of the Common Areas and Facilities shall be damaged by perils 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.

(ii) Each Unit Owner shall be responsible for reconstruction and repair of his Unit after casualty.

C. Procedure for Reconstruction or Repair.

(i) Immediately after a casualty causing damage to any portion of the Common Areas and Facilities, 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 profes-

sional 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 Common Areas and Facilities 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 persons 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 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 (1) of Section A of this Paragraph 12.

13. Rehabilitation of Existing Buildings, Structures and Other Improvements. The Association may, by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five per cent (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

electd 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. Additions to Condominium Property. Grantor contemplates constructing certain residential structures and

other improvements (being hereinbefore defined as "Parcel No. 2 Buildings") on Parcel No. 2 which is presently owned by Grantor, said improvements to be substantially similar to the residential structures and other improvements constructed on Parcel No. 1 (being hereinbefore defined as "Parcel No. 1 Buildings"), and submitting said Parcel No. 2, together with Parcel No. 2 Buildings and all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners to the provisions of this Declaration and Chapter 5311, so that the same will become in all respects part of the Condominium Property. Grantor hereby reserves the right at any time within a period of five (5) years, commencing on the date this Declaration is filed for record, that Grantor determines to take the action so contemplated (i) to submit Parcel No. 2 in its entirety or any portion or portions thereof selected by Grantor, together with Parcel No. 2 Buildings and all other improvements thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners, to the Provisions of this Declaration and Chapter 5311, and (ii) to amend this Declaration, in the manner provided in Paragraph 16 hereof, in such respects as Grantor may deem advisable in order to effectuate such submission or submissions, including, without limiting the generality of the foregoing, the right to amend this Declaration so as (a) to include Parcel No. 2 in its entirety or any portion or portions thereof selected by Grantor, together with the improvements constructed thereon, as part of the Condominium Property, (b)

to include descriptions of Parcel No. 2 Buildings in this Declaration and to add drawings thereof to Exhibit B hereto, and (c) to provide that the owners of Units in the Buildings will have an interest in the Common Areas and Facilities of the Condominium Property and to amend Paragraph 6, Section B hereof so as to establish the percentage of interest in the Common Areas and Facilities which the owners of all Units within the Buildings on the Condominium Property will have at the time of such amendment or amendments, which percentage shall be, with respect to each Unit, in the proportion that the fair market value of each Unit at the date said amendment is filed for record bears to the then aggregate value of all the Units within the Buildings on the Condominium Property, which determination shall be made by Grantor and shall be conclusive and binding upon all Unit Owners. Grantor, on its own behalf as the owner of all Units in the Condominium Property and on behalf of all subsequent Unit Owners, hereby consents and approves, and each Unit Owner and his mortgagees by acceptance of a deed conveying such Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, thereby consents to and approves, the provisions of this Paragraph 15, including, without limiting the generality of the foregoing, the amendment of this Declaration by Grantor in the manner provided in Paragraph 16 hereof, and all such Unit Owners and their mortgagees, upon request of Grantor, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Grantor to be necessary or proper to effectuate

said provisions.

16. Amendment of Declaration. 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 Grantor, his Attorney-in-Fact, coupled with an interest, and authorized, directs and empowers such Attorney, at the option of the Attorney in the event that Grantor exercises the rights reserved in Paragraph 15 hereof to add to the Condominium Property as therein provided, to execute, acknowledge and record for and in the name of such Unit Owner an amendment or amendments of this Declaration for such purpose and for and in the name of such respective mortgagees, a consent to such amendment or amendments. 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, or in the case of an amendment for the purpose of adding to the Condominium Property pursuant to Paragraph 15 hereof, by the President and Secretary of Grantor acting as Attorney-in-Fact for the Unit Owners and their mortgagees as above provided. 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 or the President of Grantor, as the case may be, 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. Except as hereinabove provided with respect to amendments for the purpose of making additions to the Condominium Property as provided in Paragraph 15 hereof, no amendment shall have any effect, however, upon Grantor, the rights of Grantor under this Declaration and upon the rights of bona fide mortgagees until the written consent of Grantor and/or such mortgagees to such amendment has been secured. Such consents shall be retained by the Secretary of the Association or the Grantor, as the case may be, and his certification in the instrument of amendment as to the consent or non-consent of Grantor and the names of the consenting and non-consenting mortgagees of the various Units may be relied upon by all persons for all purposes.

17. 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 17 and those provided by law, (1) 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 Dec-

laration 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 or Occupant to continue as a Unit Owner or Occupant and to continue to occupy, use or control his Unit. Thereupon a legal action may be filed by the Association against such Unit Owner or Occupant for a decree of mandatory injunction against said Unit Owner or Occupant, or for a decree declaring the termination of the right of such Unit Owner or Occupant 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 or Occupant in his Ownership Interest or interest therein shall be sold (subject to any liens and encumbrances thereon) at a judicial sale upon such notice and terms as the court shall establish, except

that the court may be requested to enjoin and restrain such Unit Owner or Occupant 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 or Occupant 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 or Occupant. Upon the confirmation of such sale, the purchaser thereat shall, subject to the rights and privileges of the Association provided in Paragraph 18 hereof, thereupon be entitled to a conveyance of the Ownership 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.

18. Sale, Leasing or Other Alienation.

A. Sale or Lease. Any Unit Owner, other than the Grantor who wishes to sell or lease his Ownership Interest or any interest therein (or any lessee of any Ownership Interest wishing to assign or sublease such Ownership Interest) to any person shall give to the Board, not less than thirty (30) days prior to the date of the proposed sale or

lease, written notice of the terms of any proposed sale or lease, together with his name and address, the Unit of which he is the owner and which is to be the subject matter of the proposed sale or lease, the name and address of the proposed purchaser or lessee, the amount deemed by him to constitute the fair market value of such Ownership Interest, and the amount of any liens and encumbrances thereon. The members of the Board, acting on behalf of 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, 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 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, creed or national origin 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.

(1) In the event any Ownership Interest or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring

title through such sale shall, before taking possession of the Unit so sold, give to the Board, not less than thirty (30) days prior to the date such person intends to take possession, written notice of such intention together with his name and address, the Unit purchased, and the purchase price, whereupon the members of the Board, acting on behalf of consenting Unit Owners as hereinafter provided, shall have the first right and option to purchase such Ownership Interest or interest therein at the same price for which it was sold at such sale; provided, however, that as to any mortgagee purchasing at such sale, the purchase price shall be the price for which it was sold at such sale or the fair market value thereof, whichever is higher. Any mortgagee purchasing at such sale, shall, if it deems said fair market value to be higher than the price for which it was sold at said sale, specify in the notice provided for 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 18. 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.

(11) In the event any Unit Owner shall default in the apyment 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 therefor 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 18. Any purchase effected pursuant to the provisions of this Paragraph 18 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 twenty (20) days after the exercise of any option by the Board as in this Paragraph 18 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 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 Grantor or any affiliate of Grantor 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 18 and in such event the Ownership Interest or interest therein which is subject to an option set forth in this Paragraph 18 may be sold, conveyed or leased as contemplated in that instance without the requirements of the other provisions of this Paragraph 18 having been met. In addition, none of the options contained in this Paragraph 18 shall be applicable to any sales, leases or subleases of any Ownership Interest with respect to which the Grantor is the grantor, lessor or sublessor, respectively, or with respect to which the grantee, lessee or sublessee, respectively, is procured by or through the Grantor

(or its designee) for its own account or in its capacity as managing agent of the Condominium Property.

F. Evidence of Termination of Option. A certificate executed and acknowledged by the President or Secretary of the Grantor, or its affiliate, if it is the managing agent, or of the Association stating that the provisions of this Paragraph 18 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 18 or with respect to whom the provisions of this Paragraph 18 have been waived or released, upon payment of a reasonable charge, not to exceed ten dollars (\$10.00) in any instance.

G. Financing of Purchaser under Option.

(1) Acquisition of any Ownership Interest or interest therein under the provisions of this Paragraph 18 shall be made from the reserve for contingencies and replacements for the account of consenting Unit Owners. If said reserve is insufficient, the Association shall levy a special assessment against each consenting Unit Owner in the proportion which his percentage of interest in the Common Areas and Facilities bears to the percentage of interest in the Common Areas and Facilities of all consenting Unit Owners, which assessment shall become a lien and be enforceable as a lien for Common Expenses.

(11) The Board in its discretion, may borrow money to finance the acquisition of any Ownership Interest or interest therein authorized by this Paragraph 18; provided, however, that no financing may be secured by an encumbrance on or 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 18 shall be held of record in the name of the President or Secretary 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.

19. Miscellaneous Provisions.

A. Grantor's Rights Pending Sale of a Majority of Units. Until such time as Grantor shall have consummated the sale of a sufficient number of Ownership Interests to entitle the Unit Owners, other than Grantor, to exercise a majority of the voting power in the Association and a meeting of the Association at which a Board is elected has been

held, Grantor 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 Grantor, 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.

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 Richard M. Nixon, President of the United States of America, and Lyndon B. Johnson, former President of the United States of America.

I. Liability. Neither Grantor, nor any subsidiary of Grantor, nor any employee, agent, successor or assign of Grantor 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 by 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 two (2) members of the Board or to the President of the Association, either personally or by certified mail, with postage prepaid, addressed to such members 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 GREENWOOD VILLAGE, INC. has caused this instrument to be executed by its President and attested by its Secretary this 9th day of March, 1971.

Signed and Acknowledged in the presence of:

[Signature]
Walter R. Melrose

GREENWOOD VILLAGE, INC.

By [Signature]
President
Attest [Signature]
Secretary

STATE OF OHIO)
COUNTY OF ...) SS.

BEFORE ME, a Notary Public in and for said County and State, appeared William A. Wargo, President, and Edward H. Crane, Secretary, respectively, of GREENWOOD VILLAGE, INC. a Delaware corporation, who, having been first duly sworn, acknowledged that they did execute the foregoing instrument and that the same was their free act and deed individually and as such 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 [Signature], Ohio, this 9th day of March, 1971.

[Signature]
Notary Public

This instrument prepared by:
Thompson, Hine and Flory
Cleveland, Ohio

PATRICIA L. HELLER, Notary Public
My Commission Expires 9/17 1974

FINING RESOLUTION
OF BOARD OF DIRECTORS OF
GREENWOOD VILLAGE CONDOMINIUM NO. 2 UNIT OWNERS' ASSOCIATION, INC.

A. WHEREAS, the undersigned, constituting the members of the Board of Directors (the "Board") of Greenwood Village Condominium No. 2 Unit Owners' Association, Inc. (the "Association") shall exercise all power and authority of the Unit Owners' Association in administering and maintaining the affairs of the Association pursuant to the Declaration and Bylaws of the Association;

B. WHEREAS, the Board recognizes the need for a reasonable means of encouraging and insisting upon compliance with the provisions of the Declaration and Bylaws and Rules of the Association without the need for resorting to suits for injunctive relief in all instances without waiving its right to injunctive relief;

C. WHEREAS, the Board has the power to adopt reasonable administrative rules and regulations governing the operation and use of the Association pursuant to the Bylaws, Section 4 of Article IV; and

D. WHEREAS, the Board believes that a system of special individual assessments (fines) levied for good cause and after reasonable notice has been given would assist in encouraging compliance with the Association's Declaration, Bylaws and Rules;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board shall implement the power to issue a fine against any member of the Association found to be in violation of the Association's Declaration, Bylaws or Rules in an amount which is in accordance with the Board's determination arising out of violations of Association's Declaration of Restrictions, Bylaws and published Rules.

2. No fine shall be levied against any member(s) of the Association except in accordance with the following procedure:

(a) The member has been notified in writing of a fine having been imposed or the Association's intent to impose a fine.

(b) A hearing to review the imposed fine and/or determine whether a member of the Association has violated the provision of the Association's Declaration, Bylaws and/or Rules. Such cause for action may be initiated by the filing of a written complaint by any member of the Association or any officer or member of the Board or management with the President, Secretary or Management of the Association or other presiding member of the Board. The complaint shall contain written information of the alleged violation which shall be set forth in ordinary and concise language, the acts or omissions with which the accused member is charged and a reference to the specific provisions of the Association's Declaration, Bylaws and/or

Rules which are alleged to have been violated. Notice of said complaint shall be delivered to the accused member (the "respondent") either by personal delivery or by first class mail, postage prepaid, addressed to the respondent at the address set forth on the Association's books and records, together with a statement which shall be substantially in the following form:

However, unless a written request for a hearing signed by or on behalf of the person named as the respondent in the accompanying complaint is delivered or mailed to the Board of Managers or Management Company of Greenwood Village Condominium No. 2 Unit Owners' Association, Inc., within ten (10) days after said complaint was delivered or mailed to you, the Board may proceed upon the complaint without a hearing, and you will have thus waived your right to a hearing. The written request for a hearing shall be delivered or mailed to the Board of Managers at the following address: _____.

You may, but need not, be represented by an attorney at any or all stages of these proceedings. If you desire the names and addresses of witnesses or an opportunity to inspect any relevant writings or items on file in connection with this matter in the possession, custody or control of the Board, you may contact _____ whose address is _____.

(c) The respondent shall be entitled to a hearing on the merits of the matter if a written request is timely filed with the Board of Managers.

(d) If such hearing is requested by the respondent, the Board shall serve a written Notice of Hearing, either personally or by first-class mail, postage prepaid, addressed to the respondent at his address as listed on the books and records of the Association, at least five (5) days prior to the hearing. The hearing shall be held no sooner than fifteen (15) days nor later than sixty (60) days after the complaint is mailed or delivered to the respondent. The notice to the respondent shall be in substantially the following form but may include other information:

You are hereby notified that a hearing will be held before the Board of Managers of Greenwood Village Condominium No. 2 Unit Owners' Association, Inc., at _____ on the _____ day of _____, at the hour of _____. You may be present at the hearing, but need not be represented by counsel; you may present any relevant evidence; and you will be given full opportunity to cross examine all witnesses testifying against you. You are entitled to request the attendance of witnesses and the production of books, documents or

other items by applying to the Board of Managers of the Association.

(e) The hearing shall be held in executive session pursuant to notice, affording the respondent a reasonable opportunity to be heard prior to the effectiveness of any sanction hereunder. Proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery is entered by the person who mailed or delivered such notice. The notice requirement shall be deemed satisfied whether or not the respondent appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the fine, if any, to be recommended to be imposed by the Committee or imposed by the Board if it hears the matter.

(f) The hearing shall be presided over by at least one (1) Board Member together with at least two (2) other Association members forming a Committee to recommend to the Board its decision regarding the fine, or by the Board itself.

3. In the event of an alleged violation of the Association's Declaration, Bylaws and/or Rules, and upon an affirmative vote of the majority of the members of the Board present at the hearing, the Board shall have the right to fine the respondent, in an amount not to exceed Seventy-five Dollars (\$75.00) for his/her violation. If the majority of the Board members present at the hearing vote to fine the respondent, the respondent shall be notified in writing of the amount of the fine as well as the provision(s) of the Association's Declaration, Bylaws and/or Rules which the respondent is found to have violated and said notice shall be either delivered to the respondent or mailed to him/her, by first class mail, postage prepaid, at the address of the respondent as contained in the Association's books and records, within ten (10) days after the hearing.

4. The amount of any fine levied shall be due and payable within ten (10) days after the notice referred to in Paragraph 3 above has either been delivered or mailed to the respondent.

IN WITNESS WHEREOF, the members of the Board have approved this resolution on this 20th day of January, 1988.

Richard J. [unclear]
Arthur Gerot
Ralph Sandman
James Vistum
Donald [unclear]

GREENWOOD VILLAGE CONDOMINIUM NO. 2 UNIT OWNERS' ASSOCIATION
PROPOSED AMENDMENT FOR RECOUPMENT OF ENFORCEMENT COSTS

The following proposed wording is being considered to be added to the Section 17, Remedies for Breach of Covenants and Rules as follows:

(c) Recoupment of Enforcement Costs. If any Unit Owner fails to perform any act that he is required to perform by this Declaration, the Bylaws, or the Rules, the Association shall charge and collect from said Unit Owner the entire cost and expense, including reasonable attorneys' fees of the enforcement proceedings. Any such amount shall be deemed to be a personal obligation and a special assessment, and shall be due and payable when the payment of the assessment next following notification of such charge becomes due and payable, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses. Any conflict between this provision or other provisions of this Declaration and Bylaws shall be interpreted in favor of this restriction for recoupment of enforcement costs.

FIRST AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OWNERSHIP FOR GREENWOOD
VILLAGE CONDOMINIUM NO. 2

WHEREAS, on March 10, 1971, Greenwood Village, Inc., a Delaware corporation, in the Declaration described below and hereinafter referred to as "Grantor", submitted certain premises in Sagamore Hills Township, Summit County, Ohio to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Summit County Recorder an instrument entitled "Declaration of Condominium Ownership For Greenwood Village Condominium No. 2" (hereinafter referred to as the "Declaration") which was assigned Document No. 597128 by the Summit County Recorder and subsequently on March 16, 1971 recorded in Volume 5109, at Pages 211 to 267, inclusive, of Summit County Records; and

WHEREAS, Grantor also on March 10, 1971 filed with the Summit County Recorder, as Exhibit A to the Declaration, an instrument entitled "Bylaws of Greenwood Village Condominium No. 2 Unit Owners' Association" (hereinafter referred to as the "Bylaws") which was assigned Document No. 597128 by the Summit County Recorder and subsequently on March 16, 1971 recorded in Volume 5109, at Pages 268 to 295, inclusive, of Summit County Records; and

WHEREAS, Grantor also on March 10, 1971 filed with the Summit County Recorder, as Exhibit B to the Declaration, drawings (hereinafter referred to as the "Drawings") which were assigned Document No. 597128 by the Summit County Recorder and subsequently on March 16, 1971 recorded in Flat Book 76 at Pages 63 to 68, inclusive, of Summit County Map Records; and

WHEREAS, the present owners and mortgages of each Unit for which provision is made in the Declaration are:

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
101	Helen C. Henry	None
102	Beverly R. Bryan	Shaker Savings Association
103	Nick Graor and Cornelia Graor	The Cleveland Trust Company
104	Grantor	Shaker Savings Association
105	Grantor	Shaker Savings Association
106	Grantor	Shaker Savings Association
107	Betty B. Andrew	None
108	Ralda L. Mayer	None
109	Mary A. Maxwell	Shaker Savings Association
110	William A. Welch	Shaker Savings Association
111	Grantor	Shaker Savings Association
112	John C. Sloey, Sr. and Joan A. Sloey	Shaker Savings Association
201	William M. Frederick and Rose E. Frederick	Shaker Savings Association
202	Dorothy M. Allen	None
203	Shirley A. Onofrey	Shaker Savings Association
204	Bertha Sklenicka and Robert John Sklenicka	None
205	George Burnett and Christina J. Burnett	Shaker Savings Association
206	Kenneth W. Campbell and Eileen L. Campbell	Shaker Savings Association
207	Thomas L. Sloane	Shaker Savings Association
208	Grantor	Shaker Savings Association

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
209	Betty C. Pankuch	None
210	Allen Y. King and Edna T. King	Shaker Savings Association
211	Grantor	Shaker Savings Association
212	Dorothy M. Reinbolt	Shaker Savings Association
301	M. Edwina Neitz	Shaker Savings Association
302	Eric Oettel and Maria W. Oettel	Shaker Savings Association
303	John C. Lund	Shaker Savings Association
304	Sara A. Severson	Shaker Savings Association
305	Robert P. Runyan and Louise F. Runyan	Shaker Savings Association
306	Doris L. Rutt	None
307	Bertina Hards	Shaker Savings Association
308	Grantor	Shaker Savings Association
309	Murry H. Henderson and Evelyn R. Henderson	Shaker Savings Association
310	Charles J. Vazac and Margaret A. Vazac	Shaker Savings Association
311	Jack L. Greitzer and Eleanor A. Greitzer	None
312	Jack G. Thayer	Shaker Savings Association

The above-named Unit Owners (other than Grantor) are herein-
after referred to as the "Parcel No. 1 Subsequent Unit Owners"
and the above-named mortgagees of said Parcel No. 1 Subse-
quent Unit Owners are hereinafter referred to as the "Parcel
No. 1 Subsequent Mortgagees"; and

WHEREAS, Grantor is, pursuant to the provi-
sions of Paragraph 16 of the Declaration, the duly appointed
and acting Attorney-in-Fact of each of the Parcel No. 1

Subsequent Unit Owners and Parcel No. 1 Subsequent Mortgagees for the purpose of executing, acknowledging and recording (i) for and in the name of each such Parcel No. 1 Subsequent Unit Owner, such amendments to the Declaration as are contemplated by Paragraph 15 thereof, and (ii) for and in the name of each such Parcel No. 1 Subsequent Mortgagee, a consent to such amendment or amendments; and

WHEREAS, Paragraph 15 of the Declaration reserved to Grantor the right to amend the Declaration and the Drawings for the purpose of submitting certain additional premises to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, Grantor has determined to submit the portion of Parcel No. 2, as described and defined in the Declaration, which is described on Exhibit A, attached hereto and made a part hereof, together with the improvements thereon constructed and hereinafter in Section 2 described, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, Shaker Savings Association, which is the Mortgagee of those Units within Parcel No. 1 which are owned by Grantor and which is also the Mortgagee of the portion of Parcel No. 2 which is described on Exhibit A hereto, is willing to consent to this First Amendment to Declaration of Condominium Ownership;

NOW, THEREFORE, Grantor hereby declares (all terms herein used which are defined in the Declaration shall be interpreted to have the same meaning as defined in the Declaration):

1. Grantor is the owner of the portion of Parcel No. 2 described on Exhibit A hereto which, together with all Parcel No. 2 Buildings and all other

improvements located thereon, all easements, rights and appurtenances belonging thereto and all articles of personal property existing thereon for the common use of the Unit Owners, is hereby submitted to the provisions of Chapter 5311 and the provisions of the Declaration, as amended hereby, and is hereby included in, and made a part of, the Condominium Property.

2. The Declaration is hereby amended in accordance with the provisions of Paragraphs 15 and 16 thereof, in the following respects:

(a) Paragraph 4 of the Declaration is hereby deleted and the following substituted in lieu thereof:

"4. General Description of Condominium Property. Until amended as provided in Paragraph 15 hereof, the Condominium Property consists of Parcel No. 1 and the portion of Parcel No. 2 described on Exhibit A to the First Amendment to this Declaration, together with the Parcel No. 1 Buildings and all Parcel No. 2 Buildings and other improvements located thereon, including, without limitation, (a) three (3) residential structures, each of which is three (3) stories in height and contains eighteen (18) Units, which are in the case of the first such structure designated respectively, "101", "102", "103", "104", "105", "106", "201", "202", "203", "204", "205", "206", "301", "302", "303", "304", "305", and "306", in the case of the second such structure designated respectively, "107", "108", "109", "110", "111", "112", "207", "208", "209", "210", "211", "212", "307", "308", "309", "310", "311", and "312", and in the case of the third such structure designated respectively, "935-101", "935-102", "935-103", "935-104", "935-105", "935-106", "935-201", "935-202", "935-203", "935-204", "935-205", "935-206", "935-301", "935-302", "935-303", "935-304", "935-305", and "935-306"; (b) three (3) garage buildings each of which is one story in height and contains eighteen (18) automobile parking spaces and eighteen (18) storage lockers; (c) all easements, rights and appurtenances belonging thereto; and (d) all articles of personal property existing thereon for the common use of the Unit Owners. The said residential structures are constructed principally of cement block, concrete, asphalt shingles, brick veneer and wood. The said garage buildings are constructed principally of

steel, cement block, brick veneer and wood. The locations, layouts and dimensions of the Units and Common Areas and Facilities are shown graphically on the Drawings.

(b) Section B of Paragraph 6 of the Declaration is hereby deleted and the following substituted in lieu thereof:

"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.

Until amended as provided in Paragraph 15 hereof, the percentage of 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>Unit No.</u>	<u>Percentage of Interest</u>
101	1.9007
102	1.9007
103	1.4386
104	1.4386
105	1.9007
106	1.9007
107	1.9007
108	1.9007
109	1.4386
110	1.4386
111	1.9007
112	1.9007
201	2.0108
202	2.0108
203	1.5320
204	1.5320
205	2.0108
206	2.0108
207	2.0108
208	2.0108

<u>Unit No.</u>	<u>Percentage of Interest</u>
209	1.5320
210	1.5320
211	2.0108
212	2.0108
301	1.9557
302	1.9557
303	1.4942
304	1.4942
305	1.9557
306	1.9557
307	1.9557
308	1.9557
309	1.4942
310	1.4942
311	1.9557
312	1.9557
935-101	1.9007
935-102	1.9007
935-103	1.9007
935-104	1.9007
935-105	1.9007
935-106	1.9007
935-201	2.0108
935-202	2.0108
935-203	2.0108
935-204	2.0108
935-205	2.0108
935-206	2.0108
935-301	1.9557
935-302	1.9557
935-303	1.9557
935-304	1.9557
935-305	1.9557
935-306	1.9557

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, encumbered, 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) Section F of Paragraph 10 of the Declaration is hereby deleted and the following substituted in lieu thereof:

"F. Garage Easement. Easements in favor of each Unit Owner for the exclusive use of such auto-

mobile parking stall and such storage locker, as shall be located in one (1) of the garage buildings comprised in The Common Areas and Facilities and referred to in Paragraph 4 hereinabove, as shall be designated for his unit by the Association."

(c) The Drawings, attached as Exhibit B to the Declaration and referred to in Paragraph 1B(x) thereof, are hereby amended by adding thereto and making a part thereof, the drawings (hereinafter referred to as "First Amendment Drawings") prepared and certified by F. W. Wheeler, Registered Surveyor No. 4151 and by E. Keith Haag, Registered Architect No. 2198 as to Page 1 and by said E. Keith Haag and by John E. Dailey Registered Surveyor No. 5151 as to Pages 2 through 5, inclusive, in accordance with Section 5311.07 of the Ohio Revised Code, relating to the portion of Parcel No. 2 described on Exhibit A hereto, all Parcel No. 2 Building and other improvements located thereon, which First Amendment Drawings are identified as Exhibit B and attached to this First Amendment.

3. Except as specifically hereinabove amended, all provisions of the Declaration and the By-laws, and the Drawings, shall be and remain in full force and effect.

4. Consent to this First Amendment to Declaration of Condominium Ownership on behalf of the Parcel No. 1 Subsequent Unit Owners and on behalf of the Parcel No. 1 Subsequent Mortgagees is hereby granted by Grantor in its capacity as their Attorney-in-Fact pursuant to the provisions of Paragraph 16 of the Declaration.

IN WITNESS WHEREOF, the said Greenwood Village, Inc., acting in its capacity as Grantor of the portion of Parcel No. 2 described on Exhibit A hereto, as owner of certain Parcel No. 1 Units and as Attorney-in-Fact for Parcel No. 1 Subsequent Unit Owners and for the Parcel No. 1 Subsequent Mortgagees, has caused this instrument to be executed by its President, and attested by its Secretary this day of January, 1972.

Signed and acknowledged
in the presence of:

GREENWOOD VILLAGE, INC. as
Grantor of the portion of
Parcel No. 2 described on
Exhibit A hereto, as Owner
of Certain Parcel No. 1 Units
and as Attorney-in-Fact for
the Parcel No. 1 Subsequent
Unit Owners and for the Parcel
No. 1 Subsequent Mortgagees.

By _____
President

Attest _____
Secretary

STATE OF OHIO)
) SS.
COUNTY OF)

BEFORE ME, a Notary Public in and for said County and State, appeared William A. Wargo, President of Greenwood Village, Inc., a Delaware corporation, who, having been first duly sworn, acknowledged that he did execute the foregoing instrument and that the same was his free act and deed individually and as such officer and the free act and deed of said corporation in the several capacities and for the purposes hereinbefore stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this day of January, 1972.

Notary Public

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, appeared Edward H. Crane, Secretary of Greenwood Village, Inc., a Delaware corporation, who, having been first duly sworn, acknowledged that he did execute the foregoing instrument and that the same was his free act and deed individually and as such officer and the free act and deed of said corporation in the several capacities and for the purposes hereinbefore stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this day of January, 1972.

Notary Public

This instrument prepared by:

Thompson, Hine and Flory
Cleveland, Ohio

EXHIBIT A

to

First Amendment to Declaration of Condominium Ownership
for Greenwood Village Condominium No. 2

Situated in the Township of Sagamore Hills,
County of Summit and State of Ohio and known as being part
of Original Northfield Township Lot No. 87 and also being
known as part of Block "D" of Greenwood Village, Inc.'s Sub-
division No. 1 of Greenwood of Sagamore Hills as shown by
Plat recorded in Plat Book 74, Pages 64 to 69 inclusive,
Summit County Plat Records, and more fully described as follows:

Beginning at the Southwesterly corner of
Greenwood Village, Inc.'s Condominium No. 2, Parcel
No. 1, as shown by plat recorded in Plat Book 76,
Pages 63 to 68, inclusive, Summit County Plat Records,
said point being on the Northerly line of Canyon View
Road, 50 feet wide;

Thence along the Westerly line of Condo-
minium No. 2, Parcel No. 1, as aforesaid, North 20° 22'
58" West, 218.66 feet to a point;

Thence South 82° 58' 05" West, 105.50 feet
to a point;

Thence South 7° 01' 55" East, 76.33 feet
to a point;

Thence South 82° 58' 05" West, 258.67
feet to a point;

Thence South 7° 01' 55" East, 90.38 feet
to a point on the Northerly line of Canyon View Road,
as aforesaid;

Thence along the Northerly line of Canyon
View Road, as aforesaid, South 78° 36' 13" East, 33.14
feet to a point of curvature;

Thence continuing along the Northerly line
of Canyon View Road, as aforesaid, and along the arc
of a curve to the left, said curve having a Radius of
847.43 feet, a delta of 26° 15' 06" and a Chord which
bears North 88° 16' 14" East and measures 384.89 feet,
a distance of 388.27 feet to the principal place of
beginning and containing 1.3936 acres of land, be the
same more or less, but subject to all legal highways
and easements of record.

A F F I D A V I T

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

William A. Wargo, being first duly sworn
on oath says:

(a) That he is the President of Greenwood Village, Inc., a Delaware corporation, the Grantor in the within First Amendment to Declaration of Condominium Ownership For Greenwood Village Condominium No. 2 (hereinafter called the "First Amendment"); and

(b) That a copy of the within First Amendment has been mailed by certified mail to all Parcel No. 1 Subsequent Unit Owners and all mortgagees having bona fide liens of record against any Unit to which reference is made in the within First Amendment.

Further affiant saith not.

William A. Wargo

Sworn to before me and subscribed in my
presence this _____ day of _____, 1972.

Notary Public

GREENWOOD VILLAGE CONDOMINIUM NO. 2

SAGAMORE HILLS TOWNSHIP,

OHIO

SECOND AMENDMENT

TO

DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Second Amendment, together with Drawings, attached hereto as Exhibit B, have been filed in the Office of the County Auditor, Summit County, Ohio.

Date: , 1972

C. L. BOWER
County Auditor

By _____

This instrument prepared by:

Thompson, Hine and Flory
Cleveland, Ohio

SECOND AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OWNERSHIP FOR GREENWOOD
VILLAGE CONDOMINIUM NO. 2

WHEREAS, on March 10, 1971, Greenwood Village, Inc., a Delaware corporation, in the Declaration described below and hereinafter referred to as "Grantor", submitted certain premises in Sagamore Hills Township, Summit County, Ohio to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Summit County Recorder an instrument entitled "Declaration of Condominium Ownership For Greenwood Village Condominium No. 2" (hereinafter referred to as the "Declaration") which was assigned Document No. 597128 by the Summit County Recorder and subsequently on March 16, 1971 recorded in Volume 5109, at Pages 211 to 267, inclusive, of Summit County Records; and

WHEREAS, Grantor also on March 10, 1971 filed with the Summit County Recorder, as Exhibit A to the Declaration, an instrument entitled "Bylaws of Greenwood Village Condominium No. 2 Unit Owners' Association" (hereinafter referred to as the "Bylaws") which was assigned Document No. 597128 by the Summit County Recorder and subsequently on March 16, 1971 recorded in Volume 5109, at Pages 268 to 295, inclusive, of Summit County Records; and

WHEREAS, Grantor also on March 10, 1971 filed with the Summit County Recorder, as Exhibit B to the Declaration, drawings (hereinafter referred to as the "Drawings") which were assigned Document No. 597128 by the Summit County

Recorder and subsequently on March 16, 1971 recorded in Plat Book 76 at Pages 63 to 68, inclusive, of Summit County Map Records; and

WHEREAS, on January 13, 1972 Grantor submitted a portion of Parcel No. 2, as described and defined in the Declaration, together with the improvements thereon constructed, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership, by filing with the Summit County Recorder an instrument entitled "First Amendment to Declaration of Condominium Ownership for Greenwood Village Condominium No. 2" (hereinafter referred to as the "First Amendment") which was assigned Document No. 630821 by the Summit County Recorder and subsequently on January 13, 1972 recorded in Volume 5250, at Pages 31 to 44, inclusive, of Summit County Records; and

WHEREAS, Grantor also on January 13, 1972 filed with the Summit County Recorder, as Exhibit B to the First Amendment, drawings (hereinafter and in the First Amendment referred to as the "First Amendment Drawings") which were assigned Document No. 630821 by the Summit County Recorder and recorded in Plat Book 80, at Pages 1 to 5, inclusive, of Summit County Map Records; and

WHEREAS, the present owners and mortgages of each Unit for which provision is made in the Declaration are:

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
101	Helen C. Henry	None
102	Beverly R. Bryan	Shaker Savings Association
103	Nick Graor and Cornelia Graor	The Cleveland Trust Company

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
104	Carl G. Miller	Cleveland Federal Savings & Loan Association
105	Grantor	Shaker Savings Association
106	Grantor	Shaker Savings Association
107	Betty B. Andrew	None
108	Ralda L. Mayer	None
109	Mary A. Maxwell	Shaker Savings Association
110	William A. Welch	Shaker Savings Association
111	Grantor	Shaker Savings Association
112	John C. Sloey, Sr. and Joan A. Sloey	Shaker Savings Association
201	William M. Frederick and Rose E. Frederick	Shaker Savings Association
202	Dorothy M. Allen	None
203	Shirley A. Onofrey	Shaker Savings Association
204	Bertha Sklenicka and Robert John Sklenicka	None
205	George Burnett and Christina J. Burnett	Shaker Savings Association
206	Kenneth W. Campbell and Eileen L. Campbell	Shaker Savings Association
207	Thomas L. Sloane	Shaker Savings Association
208	Rosamond R. Humel	Second Federal Savings & Loan Association
209	Betty C. Pankuch	None
210	Allen Y. King and Edna T. King	Shaker Savings Association
211	Grantor	Shaker Savings Association
212	Dorothy M. Reinbolt	Shaker Savings Association

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
301	M. Edwina Neitz	Shaker Savings Association
302	Eric Oettel and Maria W. Oettel	Shaker Savings Association
303	John C. Lund	Shaker Savings Association
304	Sarah A. Severson	Shaker Savings Association
305	Robert P. Runyan and Louise F. Runyan	Shaker Savings Association
306	Doris L. Rutt	None
307	Bertina Hards	Shaker Savings Association
308	Grantor	Shaker Savings Association
309	Murry H. Henderson and Evelyn R. Henderson	Shaker Savings Association
310	Charles J. Vazac and Margaret A. Vazac	Shaker Savings Association
311	Jack L. Greitzer and Eleanor A. Greitzer	None
312	Jack G. Thayer	Shaker Savings Association
935-101	Grantor	Shaker Savings Association
935-102	Grantor	Shaker Savings Association
935-103	Grantor	Shaker Savings Association
935-104	Grantor	Shaker Savings Association
935-105	Shirley A. Fiske	Shaker Savings Association
935-106	Grantor	Shaker Savings Association
935-201	Grantor	Shaker Savings Association
935-202	Grantor	Shaker Savings Association

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
935-203	Grantor	Shaker Savings Association
935-204	Grantor	Shaker Savings Association
935-205	Grantor	Shaker Savings Association
935-206	Ed F. Jerrow and Lois A. Jerrow	None
935-301	Grantor	Shaker Savings Association
935-302	Grantor	Shaker Savings Association
935-303	Grantor	Shaker Savings Association
935-304	Grantor	Shaker Savings Association
935-305	Lois M. Beetler	Shaker Savings Association
935-306	Christian Nissen and Irngard Nissen	Shaker Savings Association

The above-named Unit Owners (other than Grantor) are hereinafter referred to as the "Parcel No. 1 and Parcel No. 2 Subsequent Unit Owners" and the above-named mortgagees of said Parcel No. 1 and Parcel No. 2 Subsequent Unit Owners are hereinafter referred to as the "Parcel No. 1 and Parcel No. 2 Subsequent Mortgagees"; and

WHEREAS, Grantor is, pursuant to the provisions of Paragraph 16 of the Declaration, the duly appointed and acting Attorney-in-Fact of each of the Parcel No. 1 and Parcel No. 2 Subsequent Unit Owners and Parcel No. 1 and Parcel No. 2 Subsequent Mortgagees for the purpose of executing, acknowledging and recording (1) for and in the name of each such Parcel No. 1 and Parcel No. 2 Subsequent Unit

Owner, such amendments to the Declaration as are contemplated by Paragraph 15 thereof, and (ii) for and in the name of each such Parcel No. 1 and Parcel No. 2 Subsequent Mortgagee, a consent to such amendment or amendments; and

WHEREAS, Paragraph 15 of the Declaration reserved to Grantor the right to amend the Declaration and the Drawings for the purpose of submitting certain additional premises to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, Grantor has determined to submit the portion of Parcel No. 2, as described and defined in the Declaration, which is described on Exhibit A, attached hereto and made a part hereof, together with the improvements thereon constructed and hereinafter in Section 2 described, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, Shaker Savings Association, which is the Mortgagee of those Units within Parcel No. 1 and Parcel No. 2 which are owned by Grantor and which is also the Mortgagee of the portion of Parcel No. 2 which is described on Exhibit A hereto, is willing to consent to this Second Amendment to Declaration of Condominium Ownership;

NOW, THEREFORE, Grantor hereby declares (all terms herein used which are defined in this Declaration shall be interpreted to have the same meaning as defined in the Declaration):

1. Grantor is the owner of the portion of Parcel No. 2 described on Exhibit A hereto which, together with all Parcel No. 2 Buildings and all other

improvements located thereon, all easements, rights and appurtenances belonging thereto and all articles of personal property existing thereon for the common use of the Unit Owners, is hereby submitted to the provisions of Chapter 5311 and the provisions of the Declaration, as amended hereby, and is hereby included in, and made a part of, the Condominium Property.

2. The Declaration, as amended by the First Amendment, is hereby further amended in accordance with the provisions of Paragraphs 15 and 16 thereof, in the following respects:

(a) Paragraph 4 of the Declaration is hereby deleted and the following substituted in lieu thereof:

"4. General Description of Condominium Property. Until amended as provided in Paragraph 15 hereof, the Condominium Property consists of Parcel No. 1 and the portions of Parcel No. 2 described on Exhibit A to the First Amendment to this Declaration and on Exhibit A to the Second Amendment to this Declaration, together with the Parcel No. 1 Buildings and all Parcel No. 2 Buildings and other improvements located thereon, including, without limitation, (a) four (4) residential structures, each of which is three (3) stories in height and contains eighteen (18) Units, which are in the case of the first such structure designated respectively, '101', '102', '103', '104', '105', '106', '201', '202', '203', '204', '205', '206', '301', '302', '303', '304', '305', and '306', in the case of the second such structure designated respectively, '107', '108', '109', '110', '111', '112', '207', '208', '209', '210', '211', '212', '307', '308', '309', '310', '311', and '312', in the case of the third such structure designated respectively, '935-101', '935-102', '935-103', '935-104', '935-105', '935-106', '935-201', '935-202', '935-203', '935-204', '935-205', '935-206', '935-301', '935-302', '935-303', '935-304', '935-305', and '935-306', and in the case of the fourth such structure designated respectively, '951-101', '951-102', '951-103', '951-104', '951-105', '951-106', '951-201',

'951-202', '951-203', '951-204', '951-205', '951-206', '951-301', '951-302', '951-303', '951-304', '951-305' and '951-306'; (b) four (4) garage buildings each of which is one story in height and contains eighteen (18) automobile parking spaces and eighteen (18) storage lockers; (c) all easements, rights and appurtenances belonging thereto; and (d) all articles of personal property existing thereon for the common use of the Unit Owners. The said residential structures are constructed principally of cement block, concrete, asphalt shingles, brick veneer and wood. The said garage buildings are constructed principally of steel, cement block, brick veneer and wood. The locations, layouts and dimensions of the Units and Common Areas and Facilities are shown graphically on the Drawings."

(b) Section B of Paragraph 6 of the Declaration is hereby deleted and the following substituted in lieu thereof:

"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.

<u>Unit No.</u>	<u>Percentage of Interest</u>
101	1.3881
102	1.3881
103	1.0511
104	1.0511
105	1.3881
106	1.3881
107	1.3881
108	1.3881
109	1.0511
110	1.0511
111	1.3881
112	1.3881

<u>Unit No.</u>	<u>Percentage of Interest</u>
201	1.4676
202	1.4676
203	1.1116
204	1.1116
205	1.4676
206	1.4676
207	1.4676
208	1.4676
209	1.1116
210	1.1116
211	1.4676
212	1.4676
301	1.4278
302	1.4278
303	1.0907
304	1.0907
305	1.4278
306	1.4278
307	1.4278
308	1.4278
309	1.0907
310	1.0907
311	1.4278
312	1.4278
935-101	1.4443
935-102	1.4443
935-103	1.4443
935-104	1.4443
935-105	1.4443
935-106	1.4443
935-201	1.4443
935-202	1.4443
935-203	1.4443
935-204	1.4443
935-205	1.4443
935-206	1.4443
935-301	1.4443
935-302	1.4443
935-303	1.4443
935-304	1.4443
935-305	1.4443
935-306	1.4443
951-101	1.4845
951-102	1.4845
951-103	1.4845
951-104	1.4845
951-105	1.4845
951-106	1.4845
951-201	1.4845
951-202	1.4845
951-203	1.4845
951-204	1.4845
951-205	1.4845
951-206	1.4845
951-301	1.4845
951-302	1.4845
951-303	1.4845
951-304	1.4845
951-305	1.4845
951-306	1.4845

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, encumbered, 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) The Drawings, attached as Exhibit B to the Declaration and referred to in Paragraph 1B(x) thereof are hereby amended by adding thereto and making a part thereof, the drawings (hereinafter referred to as "Second Amendment Drawings") prepared and certified by F. W. Wheeler, Registered Surveyor No. 4151 and by E. Keith Haag, Registered Architect No. 2198 as to Page 1 and by said E. Keith Haag and by John E. Dailey, Registered Surveyor No. 5151 as to Pages 2 through 5, inclusive, in accordance with Section 5311.07 of the Ohio Revised Code, relating to the portion of Parcel No. 2 described on Exhibit A hereto, all Parcel No. 2 Buildings and other improvements located thereon, which Second Amendment Drawings are identified as Exhibit B and attached to this Second Amendment.

3. Except as specifically hereinabove amended, all provisions of the Declaration and the Bylaws, and the Drawings, shall be and remain in full force and effect.

4. Consent to this Second Amendment to Declaration of Condominium Ownership on behalf of the Parcel No. 1 and Parcel No. 2 Subsequent Unit Owners and on behalf of the Parcel No. 1 and Parcel No. 2

Subsequent Mortgagees is hereby granted by Grantor in its capacity as their Attorney-in-Fact pursuant to the provisions of Paragraph 16 of the Declaration.

IN WITNESS WHEREOF, the said Greenwood Village, Inc., acting in its capacity as Grantor of the portion of Parcel No. 2 described on Exhibit A hereto, as owner of certain Parcel No. 1 and Parcel No. 2 Units and as Attorney-in-Fact for Parcel No. 1 and Parcel No. 2 Subsequent Unit Owners and for the Parcel No. 1 and Parcel No. 2 Subsequent Mortgagees, has caused this instrument to be executed by its President, and attested by its Secretary this _____ day of _____, 1972.

Signed and acknowledged
in the presence of:

GREENWOOD VILLAGE, INC., as Grantor of the portion of Parcel No. 2 described on Exhibit A hereto, as Owner of Certain Parcel No. 1 and Parcel No. 2 Units and as Attorney-in-Fact for the Parcel No. 1 and Parcel No. 2 Subsequent Unit Owners and for the Parcel No. 1 and Parcel No. 2 Subsequent Mortgagees.

By _____
President

Attest _____
Secretary

STATE OF OHIO)
) SS.
COUNTY OF)

BEFORE ME, a Notary Public in and for said County and State, appeared William A. Wargo, President of Greenwood Village, Inc., a Delaware corporation, who, having been first duly sworn, acknowledged that he did execute the foregoing instrument and that the same was his free act and deed individually and as such officer and the free act and deed of said corporation in the several capacities and for the purposes hereinbefore stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this day of , 1972.

Notary Public

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, appeared Edward H. Crane, Secretary of Greenwood Village, Inc., a Delaware corporation, who, having been first duly sworn, acknowledged that he did execute the foregoing instrument and that the same was his free act and deed individually and as such officer and the free act and deed of said corporation in the several capacities and for the purposes hereinbefore stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this day of , 1972.

Notary Public

This instrument prepared by:

Thompson, Hine and Flory
Cleveland, Ohio 44114

EXHIBIT A

to

Second Amendment to Declaration of Condominium Ownership
for Greenwood Village Condominium No. 2

Situated in the Township of Sagamore Hills, County of Summit and State of Ohio and known as being part of Original Northfield Township Lot No. 87 and also being known as part of Block "D" of Greenwood Village, Inc's Subdivision No. 1 of Greenwood of Sagamore Hills as shown by Plat recorded in Plat Book 74, Pages 64 to 69, inclusive, Summit County Plat Records, and part of Area "B" of Greenwood Village, Inc's Subdivision No. 2-A of Greenwood of Sagamore Hills as shown by Plat recorded in Plat Book 76, Pages 59 to 62 inclusive, Summit County Plat Records, and more fully described as follows:

Beginning at a point at the Southwesterly corner of Greenwood Village, Inc's Condominium No. 2, Parcel No. 1, as shown by Plat recorded in Plat Book 76, Pages 63 to 68 inclusive, Summit County Plat Records, said point being on the Northerly line of Canyon View Road, 50 feet wide;

Thence along the Westerly line of Condominium No. 2, Parcel No. 1, as aforesaid, North 20° 22' 58" West, 218.66 feet to a point and the principal place of beginning for the parcel of land herein described;

Thence continuing along the Westerly line of Condominium No. 2, Parcel No. 1, as aforesaid, North 20° 22' 58" West, 126.08 feet to a point on the Northerly line of Area "B", Subdivision No. 2-A, as aforesaid;

Thence along the Northerly line of Area "B", as aforesaid, South 82° 58' 05" West, 121.64 feet to an angle point;

Thence North 37° 25' 04" West, 85.04 feet to an angle point;

Thence North 80° 11' 16" West, 146.76 feet to a point;

Thence South 9° 48' 44" West, 103.32
feet to a point;

Thence South 7° 01' 55" East, 216.00
feet to a point;

Thence North 82° 58' 05" East, 258.67
feet to a point;

Thence North 7° 01' 55" West, 76.33
feet to a point;

Thence North 82° 58' 05" East, 105.50
feet to the principal place of beginning and
containing 1.8248 acres of land, be the same,
more or less, but subject to all legal highways
and easements of record.

A F F I D A V I T

STATE OF OHIO)
) SS.
COUNTY OF)

William A. Wargo, being first duly sworn
on oath says:

(a) That he is the President of Greenwood Village, Inc., a Delaware corporation, the Grantor in the within Second Amendment to Declaration of Condominium Ownership For Greenwood Village Condominium No. 2 (hereinafter called the "Second Amendment"); and

(b) That a copy of the within Second Amendment has been mailed by certified mail to all Parcel No. 1 and Parcel No. 2 Subsequent Unit Owners named in the within Second Amendment and all mortgagees having bona fide liens of record against any Unit to which reference is made in the within Second Amendment.

Further affiant saith naught.

William A. Wargo

Sworn to before me and subscribed in my
presence this day of , 1972.

Notary Public

CONSENT OF MORTGAGEE

The undersigned, SHAKER SAVINGS ASSOCIATION, is mortgagee of portions of the premises referred to as Parcel No. 1 and Parcel No. 2 in the Declaration of Condominium Ownership for Greenwood Village Condominium No. 2 (hereinafter referred to as the "Declaration"), which was recorded in Volume 5109, at Pages 211 to 267, inclusive, of Summit County Records, as amended by the First Amendment to Declaration of Condominium Ownership of Greenwood Village Condominium No. 2 (hereinafter referred to as the "First Amendment"), recorded in Volume 5250, at Pages 31 to 44, inclusive, of Summit County Records, and which is amended by the within Second Amendment to Declaration of Condominium Ownership of Greenwood Village Condominium No. 2 (hereinafter referred to as the "Second Amendment"), by virtue of a Mortgage Deed executed by Greenwood Village, Inc., and recorded in Mortgage Records of the Recorder of Summit County in Volume 5050, at Pages 517 to 520, inclusive.

The undersigned hereby consents to the execution and delivery of the within Second Amendment, with the Second Amendment Drawings attached as Exhibit B thereto, and to the filing thereof in the Office of the County Recorder of Summit County, Ohio, and, further, subjects and subordinates said Mortgage Deed to (1) the Declaration with the Bylaws and Drawings, attached thereto as Exhibits A and B, respectively, as amended by the First Amendment and by the drawings, attached

thereto as Exhibit B, and as further amended by the Second Amendment and by the drawings attached thereto as Exhibit B, and (ii) the provisions of Chapter 5311 of the Ohio Revised Code.

Signed and acknowledged in
the presence of:

SHAKER SAVINGS ASSOCIATION

By _____

By _____

STATE OF OHIO)
)
COUNTY CUYAHOGA) SS.

BEFORE ME, a Notary Public, in and for said
County and State personally appeared
the , and
the , of SHAKER SAVINGS ASSOCIATION,
who, having been first duly sworn, acknowledged that they
did execute the foregoing instrument and that the same was
their free act and deed individually and as such officers
and the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my
hand and affixed my official seal at Cleveland, Ohio, this
day of , 1972.

Notary Public

C. L. Bower

GREENWOOD VILLAGE CONDOMINIUM NO. 2

SAGAMORE HILLS TOWNSHIP,

OHIO

THIRD AMENDMENT
TO
DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Third Amendment, together with Drawings, attached hereto as Exhibit B, have been filed in the Office of the County Auditor, Summit County, Ohio.

Date: _____, 1972

C. L. BOWER
County Auditor

By _____

This instrument prepared by:

Thompson, Hine and Flory
Cleveland, Ohio

THIRD AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OWNERSHIP FOR GREENWOOD
VILLAGE CONDOMINIUM NO. 2

WHEREAS, on March 10, 1971, Greenwood Village, Inc., a Delaware corporation, in the Declaration described below and hereinafter referred to as "Grantor," submitted certain premises in Sagamore Hills Township, Summit County, Ohio to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Summit County Recorder an instrument entitled "Declaration of Condominium Ownership For Greenwood Village Condominium No. 2" (hereinafter referred to as the "Declaration") which was assigned Document No. 597128 by the Summit County Recorder and subsequently on March 16, 1971 recorded in Volume 5109, at Pages 211 to 267, inclusive, of Summit County Records; and

WHEREAS, Grantor also on March 10, 1971 filed with the Summit County Recorder, as Exhibit A to the Declaration, an instrument entitled "Bylaws of Greenwood Village Condominium No. 2 Unit Owners' Association" (hereinafter referred to as the "Bylaws") which was assigned Document No. 597128 by the Summit County Recorder and subsequently on March 16, 1971 recorded in Volume 5109, at Pages 268 to 295, inclusive, of Summit County Records; and

WHEREAS, Grantor also on March 10, 1971 filed with the Summit County Recorder, as Exhibit B to the Declaration, drawings (hereinafter referred to as the

"Drawings") which were assigned Document No. 597128 by the Summit County Recorder and subsequently on March 16, 1971 recorded in Plat Book 76 at Pages 63 to 68, inclusive, of Summit County Map Records; and

WHEREAS, on January 13, 1972 Grantor submitted a portion of Parcel No. 2, as described and defined in the Declaration, together with the improvements thereon constructed, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership, by filing with the Summit County Recorder an instrument entitled "First Amendment to Declaration of Condominium Ownership for Greenwood Village Condominium No. 2" (hereinafter referred to as the "First Amendment") which was assigned Document No. 630821 by the Summit County Recorder and subsequently on January 13, 1972 recorded in Volume 5250, at Pages 31 to 44, inclusive, of Summit County Records; and

WHEREAS, Grantor also on January 13, 1972 filed with the Summit County Recorder, as Exhibit B to the First Amendment, drawings (hereinafter and in the First Amendment referred to as the "First Amendment Drawings") which were assigned Document No. 630821 by the Summit County Recorder and recorded in Plat Book 80, at Pages 1 to 5, inclusive, of Summit County Map Records; and

WHEREAS, on April 20, 1972 Grantor submitted a further portion of Parcel No. 2, as described and defined in the Declaration, together with the improvements thereon constructed, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio

Revised Code for condominium ownership, by filing with the Summit County Recorder an instrument entitled "Second Amendment to Declaration of Condominium Ownership for Greenwood Village Condominium No. 2" (hereinafter referred to as the "Second Amendment") which was assigned Document No. 640919 by the Summit County Recorder and subsequently on April 25, 1972 recorded in Volume 5263; at Pages 519 to 538, inclusive, of Summit County Records; and

WHEREAS, Grantor also on April 20, 1972 filed with the Summit County Recorder, as Exhibit B to the Second Amendment, drawings (hereinafter and in the Second Amendment referred to as the "Second Amendment Drawings") which were assigned Document No. 640919 by the Summit County Recorder and recorded in Plat Book 81, at Pages 13 to 17, inclusive, of Summit County Map Records; and

WHEREAS, the present owners and mortgages of each Unit for which provision is made in the Declaration are:

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
101	Helen C. Henry	None
102	Beverly R. Bryan	Shaker Savings Association
103	Nick Graor and Cornelia Graor	The Cleveland Trust Company
104	Carl G. Miller	Cleveland Federal Savings & Loan Association
105	Grantor	Shaker Savings Association
106	Gerald D. Zorn and Laura D. Zorn	Shaker Savings Association
107	Betty B. Andrew	None

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
108	Ralda L. Mayer	None
109	Mary A. Maxwell	Shaker Savings Association
110	William A. Welch	Shaker Savings Association
111	Grantor	Shaker Savings Association
112	John C. Sloey, Sr. and Joan A. Sloey	Shaker Savings Association
201	William M. Frederick and Rose E. Frederick	Shaker Savings Association
202	Dorothy M. Allen	None
203	Shirley A. Onofrey	Shaker Savings Association
204	Robert John Sklenicka and Bertha Sklenicka	None
205	George Burnett and Christina J. Burnett	Shaker Savings Association
206	Kenneth W. Campbell and Eileen L. Campbell	Shaker Savings Association
207	Thomas L. Sloane	Shaker Savings Association
208	Rosamond R. Humel	Second Federal Savings & Loan Association
209	Betty C. Pankuch	None
210	Allen Y. King and Edna T. King	Shaker Savings Association
211	Arthur Gerst and Dorothy H. Gerst	Shaker Savings Association
212	Dorothy M. Reinbolt	Shaker Savings Association
301	Thomas J. Bellan and Julie Bellan	Second Federal Savings & Loan Association
302	Eric Oettel and Maria W. Oettel	Shaker Savings Association

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
303	John C. Lund	Shaker Savings Association
304	Jane A. Reese	Shaker Savings Association
305	Robert F. Runyan and Louise F. Runyan	Shaker Savings Association
306	Doris L. Rutt	None
307	Bertina Hards	Shaker Savings Association
308	Jan Opplt and Marie Anna Opplt	Society National Bank of Cleveland
309	Murry H. Henderson and Evelyn R. Henderson	Shaker Savings Association
310	Charles J. Vazac and Margaret A. Vazac	Shaker Savings Association
311	Jack L. Greitzer and Eleanor A. Greitzer	None
312	Jack G. Thayer	Shaker Savings Association
935 - 101	Grantor	Shaker Savings Association
935 - 102	Helen T. Kleinhenz and Rosemary F. Kleinhenz	Shaker Savings Association
935 - 103	Grantor	Shaker Savings Association
935 - 104	Grantor	Shaker Savings Association
935 - 105	Shirley A. Fiske	Shaker Savings Association
935 - 106	Ester C. Wilcox	Cleveland Federal Savings & Loan Association
935 - 201	Henry G. Kappenhagen and Dorothy E. Kappenhagen	None
935 - 202	Grantor	Shaker Savings Association
935 - 203	Grantor	Shaker Savings Association

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
935 - 204	Grantor	Shaker Savings Association
935 - 205	Edwin L. Kregenow and Blanche L. Kregenow	None
935 - 206	Ed. F. Jerrow and Lois A. Jerrow	None
935 - 301	Grantor	Shaker Savings Association
935 - 302	Grantor	Shaker Savings Association
935 - 303	Grantor	Shaker Savings Association
935 - 304	Grantor	Shaker Savings Association
935 - 305	Lois M. Beetler	Shaker Savings Association
935 - 306	Christian Nissen and Iringard Nissen	Shaker Savings Association
951 - 101	Allen M. Adler and Jewel B. Adler	Shaker Savings Association
951 - 102	Grantor	Shaker Savings Association
951 - 103	Grantor	Shaker Savings Association
951 - 104	Luc E. A. Tappan	First National Bank of Akron
951 - 105	Grantor	Shaker Savings Association
951 - 106	Grantor	Shaker Savings Association
951 - 201	Elizabeth L. Oldham	Shaker Savings Association
951 - 202	Frank J. Faciano	Shaker Savings Association
951 - 203	Helen L. Weber	None
951 - 204	Marion A. Humpal	None

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
951 - 205	Grantor	Shaker Savings Association
951 - 206	Anthony W. Brzoska and Mary L. Brzoska	Shaker Savings Association
951 - 301	James J. Salley and Beatrice J. Salley	Society National Bank of Cleveland
951 - 302	Grantor	Shaker Savings Association
951 - 303	Grantor	Shaker Savings Association
951 - 304	Grantor	Shaker Savings Association
951 - 305	Grantor	Shaker Savings Association
951 - 306	Albert R. Hart and Elizabeth Hart	None

The above-named Unit Owners (other than Grantor) are hereinafter referred to as the "Parcel No. 1 and Parcel No. 2 Subsequent Unit Owners" and the above-named mortgagees of said Parcel No. 1 and Parcel No. 2 Subsequent Unit Owners are hereinafter referred to as the "Parcel No. 1 and Parcel No. 2 Subsequent Mortgagees;" and

WHEREAS, Grantor is, pursuant to the provisions of Paragraph 16 of the Declaration, the duly appointed and acting Attorney-in-Fact of each of the Parcel No. 1 and Parcel No. 2 Subsequent Unit Owners and Parcel No. 1 and Parcel No. 2 Subsequent Mortgagees for the purpose of executing, acknowledging and recording (i) for and in the name of each such Parcel No. 1 and Parcel No. 2 Subsequent Unit Owner, such amendments to the Declaration as are contemplated by Paragraph 15 thereof, and (ii) for and in the name of each such Parcel No. 1 and Parcel No. 2 Subsequent Mortgagee, a consent to such amendment or amendments; and

WHEREAS, Paragraph 15 of the Declaration reserved to Grantor the right to amend the Declaration and the Drawings for the purpose of submitting certain additional premises to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, Grantor has determined to submit the portion of Parcel No. 2, as described and defined in the Declaration, which is described on Exhibit A, attached hereto and made a part hereof, together with the improvements thereon constructed and hereinafter in Section 2 described, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, Shaker Savings Association, which is the Mortgagee of those Units within Parcel No. 1 and Parcel No. 2 which are presently owned by Grantor, is willing to consent to this Third Amendment to Declaration of Condominium Ownership; and

WHEREAS, First Federal Savings and Loan Association of Cleveland, which is the mortgagee of the portion of Parcel No. 2 which is described on Exhibit A hereto, is willing to consent to this Third Amendment to Declaration of Condominium Ownership.

NOW, THEREFORE, Grantor hereby declares (all terms herein used which are defined in the Declaration shall be interpreted to have the same meaning as defined in the Declaration):

1. Grantor is the owner of the portion of Parcel No. 2 described on Exhibit A hereto which, together with all Parcel No. 2 Buildings and all other improvements located thereon, all easements, rights and appurtenances belonging thereto and all articles of personal property existing thereon for the common use of the Unit Owners, is hereby submitted to the provisions of Chapter 5311 of the Ohio Revised Code and the provisions of the Declaration, as amended hereby, and is hereby included in, and made a part of, the Condominium Property.

2. The Declaration, as amended by the First Amendment and the Second Amendment, is hereby further amended in accordance with the provisions of Paragraphs 15 and 16 thereof, in the following respects:

(a) Paragraph 4 of the Declaration is hereby deleted and the following substituted in lieu thereof:

"4. General Description of Condominium Property. Until amended as provided in Paragraph 15 hereof, the Condominium Property consists of Parcel No. 1 and the portions of Parcel No. 2 described on Exhibit A to the First Amendment to this Declaration, Exhibit A to the Second Amendment to this Declaration, and on Exhibit A to the Third Amendment to this Declaration, together with the Parcel No. 1 Buildings and all Parcel No. 2 Buildings and other improvements located thereon, including, without limitation, (a) five (5) residential structures, four of which are each three (3) stories in height and contain eighteen (18) Units, which are in the case of the first such structure designated respectively, '101', '102', '103', '104', '105', '106', '201', '202', '203', '204', '205', '206', '301', '302', '303', '304', '305', and '306', in the case of the second such structure designated respectively, '107', '108', '109', '110', '111', '112', '207', '208', '209', '210', '211', '212', '307', '308', '309', '310', '311', and '312', in the case of the third such structure designated respectively, '935-101',

'935-102', '935-103', '935-104', '935-105', '935-106', '935-201', '935-202', '935-203', '935-204', '935-205', '935-206', '935-301', '935-302', '935-303', '935-304', '935-305', and '935-306', and in the case of the fourth such structure designated respectively, '951-105', '951-106', '951-201', '951-202', '951-203', '951-204', '951-205', '951-206', '951-301', '951-302', '951-303', '951-304', '951-305', and '951-306'; and the fifth of which is two (2) stories in height and contains sixteen (16) Units which are designated respectively, '975-101A', '975-102B', '975-103D', '975-104C', '975-105B', '975-106A', '975-107C', '975-108D', '975-201A', '975-202B', '975-203D', '975-204C', '975-205B', '975-206A', '975-207C', '975-208D'; (b) five (5) garage buildings each of which is one story in height, four of which each contain eighteen (18) automobile parking spaces and eighteen (18) storage lockers, and the fifth of which contains twenty-eight (28) automobile parking spaces and fifty-six (56) storage lockers; (c) all easements, rights and appurtenances belonging thereto; and (d) all articles of personal property existing thereon for the common use of the Unit Owners. The four (4) residential structures containing eighteen (18) Units are constructed principally of concrete block, concrete, asphalt shingles, brick veneer and wood. The fifth residential structure containing sixteen (16) Units is constructed principally of concrete block, cedar shake roof, and cedar siding. The four (4) garage buildings containing eighteen (18) automobile parking spaces are constructed principally of steel, concrete block, brick veneer and wood. The garage building containing twenty-eight (28) automobile parking spaces is constructed principally of concrete block and wood. The locations, layouts and dimensions of the Units and Common Areas and Facilities are shown graphically on the Drawings."

(b) Section B of Paragraph 6 of the Declaration is hereby deleted and the following substituted in lieu thereof;

"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.

<u>Unit No.</u>	<u>Percentage of Interest</u>
101	1.1801
102	1.1801
103	.8931
104	.8931
105	1.1801
106	1.1801
107	1.1801
108	1.1801
109	.8931
110	.8931
111	1.1801
112	1.1801
201	1.2486
202	1.2486
203	.9512
204	.9512
205	1.2486
206	1.2486
207	1.2486
208	1.2486
209	.9512
210	.9512
211	1.2486
212	1.2486
301	1.2144
302	1.2144
303	.9277
304	.9277
305	1.2144
306	1.2144
307	1.2144
308	1.2144
309	.9277
310	.9277
311	1.2144
312	1.2144
935-101	1.2279
935-102	1.2279
935-103	1.2279
935-104	1.2279
935-105	1.2279
935-106	1.2279
935-201	1.2279
935-202	1.2279
935-203	1.2279
935-204	1.2279
935-205	1.2279
935-206	1.2279

<u>Unit No.</u>	<u>Percentage of Interest</u>
935-301	1.2279
935-302	1.2279
935-303	1.2279
935-304	1.2279
935-305	1.2279
935-306	1.2279
951-101	1.2622
951-102	1.2622
951-103	1.2622
951-104	1.2622
951-105	1.2622
951-106	1.2622
951-201	1.2622
951-202	1.2622
951-203	1.2622
951-204	1.2622
951-205	1.2622
951-206	1.2622
951-301	1.2622
951-302	1.2622
951-303	1.2622
951-304	1.2622
951-305	1.2622
951-306	1.2622
975-101A	.8723
975-102B	.8860
975-103D	1.0468
975-104C	.9749
975-201A	.8723
975-202B	.8860
975-203D	.9886
975-204C	.9749
975-105B	.8860
975-106A	.8723
975-107C	.9749
975-108D	.9886
975-205B	.8860
975-206A	.8723
975-207C	.9749
975-208D	.9886

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, encumbered, 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) Section F of Paragraph 10 of the Declaration is hereby deleted and the following substituted in lieu thereof:

"F. Garage Easement. Easement in favor of the Unit Owner of Unit number 975-103D for the exclusive use of such two (2) automobile parking stalls, and the storage lockers located therein, as shall be designated for his Unit by the Association within the garage buildings comprised in the Common Areas and Facilities referred to in Paragraph 4 hereof, and easements in favor of each Unit Owner, other than the Unit Owner of Unit number 975-103D, for the exclusive use of such single automobile parking stall, and the lockers located therein, as shall be designated for his Unit by the Association within the garage buildings comprised in the Common Areas and Facilities referred to in Paragraph 4 hereof. Any additional automobile parking stall or stalls and lockers, which remain unassigned in any such garage building after assignment pursuant to the allocations above set forth, shall be reserved for later assignment to Unit Owners in such future Parcel No. 2 Buildings as are hereafter constructed by the Grantor and added to the Condominium Property in accordance with the provisions of Paragraph 15 hereof."

(d) The Drawings, attached as Exhibit B to the Declaration and referred to in Paragraph 1B (x) thereof are hereby amended by adding thereto and making a part thereof, the drawings (hereinafter referred to as "Third Amendment Drawings") prepared and certified by F. W. Wheeler, Registered Surveyor No. 4151 and by Ernest Ross, Registered Architect No. 2053 as to Page 1 and by said Ernest Ross and by John E. Dailey, Registered Surveyor No. 5151 as to Pages 2 through 5, inclusive, in accordance with Section 5311.07 of the Ohio Revised Code, relating to the portion of Parcel No. 2 described on Exhibit A hereto, all Parcel No. 2 Buildings and other improvements located thereon, which Third Amendment Drawings are identified as Exhibit B and attached to this Third Amendment.

3. Except as specifically hereinabove amended, all provisions of the Declaration and the Bylaws, and the

Drawings, shall be and remain in full force and effect.

4. Consent to this Third Amendment to Declaration of Condominium Ownership on behalf of the Parcel No. 1 and Parcel No. 2 Subsequent Unit Owners and on behalf of the Parcel No. 1 and Parcel No. 2 Subsequent Mortgagees is hereby granted by Grantor in its capacity as their Attorney-in-Fact pursuant to the provisions of Paragraph 16 of the Declaration.

IN WITNESS WHEREOF, the said Greenwood Village, Inc., acting in its capacity as Grantor of the portion of Parcel No. 2 described on Exhibit A hereto, as owner of certain Parcel No. 1 and Parcel No. 2 Units and as Attorney-in-Fact for Parcel No. 1 and Parcel No. 2 Subsequent Unit Owners and for the Parcel No. 1 and Parcel No. 2 Subsequent Mortgagees, has caused this instrument to be executed by its President, and attested by its Secretary this day of _____, 1972.

Signed and acknowledged
in the presence of:

GREENWOOD VILLAGE, INC., as Grantor of the portion of Parcel No. 2 described on Exhibit A hereto, as Owner of Certain Parcel No. 1 and Parcel No. 2 Units and as Attorney-in-Fact for the Parcel No. 1 and Parcel No. 2 Subsequent Unit Owners and for the Parcel No. 1 and Parcel No. 2 Subsequent Mortgagees.

By _____
President

Attest _____
Secretary

STATE OF OHIO)
) SS.
COUNTY OF)

BEFORE ME, a Notary Public in and for said County and State, appeared David W. Swetland, President of Greenwood Village, Inc., a Delaware corporation, who, having been first duly sworn, acknowledged that he did execute the foregoing instrument and that the same was his free act and deed individually and as such officer and the free act and deed of said corporation in the several capacities and for the purposes hereinbefore stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this day of , 1972.

Notary Public

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, appeared Edward H. Crane, Secretary of Greenwood Village, Inc., a Delaware corporation, who, having been first duly sworn, acknowledged that he did execute the foregoing instrument and that the same was his free act and deed individually and as such officer and the free act and deed of said corporation in the several capacities and for the purposes hereinbefore stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this day of , 1972.

Notary Public

This instrument prepared by:
Thompson, Hine and Flory

EXHIBIT A

to

Third Amendment to Declaration of Condominium Ownership
for Greenwood Village Condominium No. 2

Situated in the Township of Sagamore Hills,
County of Summit and State of Ohio and known as being part
of Original Northfield Township Lot No. 87 and also being
known as part of Block "D" of Greenwood Village Inc.'s
Subd. No. 1 of Greenwood of Sagamore Hills as shown by
plat recorded in Plat Book 74, Page 67 Summit County Plat
Records and more fully described as follows:

Commencing at the Westerly terminus of the centerline of Canyon View Road, 50 feet wide, as shown by said recorded plat;

Thence along the centerline of Canyon View Road and along the Arc of a curve to the left, said curve having a Radius of 533.32 feet, a Delta of $50^{\circ}48'23''$ and a Chord which bears South $46^{\circ}05'42''$ East and measures 457.57 feet, a distance of 472.91 feet to a point;

Thence North $18^{\circ}30'07''$ East, 25.00 feet to a point on the Northerly line of said Canyon View Road, and the principal place of beginning for the parcel of land herein described;

Thence continuing North $18^{\circ}30'07''$ East, 108.20 feet to a point;

Thence North $82^{\circ}13'02''$, East, 332.72 feet to a point;

Thence South $7^{\circ}01'55''$ East, 155.45 feet to a point;

Thence South $1^{\circ}35'06''$ West, 74.19 feet to the Northerly line of Canyon View Road, as aforesaid;

Thence along said Northerly line, North $78^{\circ}36'13''$ West, 326.54 feet to a point of curvature;

Thence along the arc of a curve to the Right, said curve having a Radius of 508.32 feet, a Delta of $7^{\circ}06'20''$ and a Chord which bears North $75^{\circ}03'03''$ West and measures 63.00 feet, a distance of 63.04 feet to the principal place of beginning, and containing 1.3892 acres of land, be the same, more or less, but subject to all legal highways and easements of record.

A F F I D A V I T

STATE OF OHIO)
) SS.
COUNTY OF)

David W. Swetland, being first duly sworn
on oath says:

(a) That he is the President of Greenwood Village, Inc., a Delaware corporation, the Grantor in the within Third Amendment to Declaration of Condominium Ownership For Greenwood Village Condominium No. 2 (hereinafter called the "Third Amendment"); and

(b) That a copy of the within Third Amendment has been mailed by certified mail to all Parcel No. 1 and Parcel No. 2 Subsequent Unit Owners named in the within Second Amendment and all mortgagees having bona fide liens of record against any Unit to which reference is made in the within Second Amendment.

Further affiant saith naught.

David W. Swetland

Sworn to before me and subscribed in my
presence this day of , 1972.

Notary Public

CC/1/11

GREENWOOD VILLAGE CONDOMINIUM NO. 2

SAGAMORE HILLS TOWNSHIP,

OHIO

FOURTH AMENDMENT

TO

DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Fourth Amendment, together with Drawings, attached hereto as Exhibit B, have been filed in the Office of the County Auditor, Summit County, Ohio .

Date: . 1973

G. L. BOWER
County Auditor

By _____

FOURTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OWNERSHIP FOR GREENWOOD
VILLAGE CONDOMINIUM NO. 2

WHEREAS, on March 10, 1971, Greenwood Village, Inc., a Delaware Corporation, in the Declaration described below and hereinafter referred to as "Grantor," submitted certain premises in Sagamore Hills Township, Summit County, Ohio to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Summit County Recorder an instrument entitled "Declaration of Condominium Ownership For Greenwood Village Condominium No. 2" (hereinafter referred to as the "Declaration") which was assigned Document No. 597128 by the Summit County Recorder and subsequently on March 16, 1971 recorded in Volume 5109, at Pages 211 to 267, inclusive, of Summit County Records; and

WHEREAS, Grantor also on March 10, 1971 filed with the Summit County Recorder, as Exhibit A to the Declaration, and instrument entitled "Bylaws of Greenwood Village Condominium No. 2 Unit Owners' Association" (hereinafter referred to as the "Bylaws") which was assigned Document No. 597128 by the Summit County Recorder and subsequently on March 16, 1971 recorded in Volume 5109, at Pages 268 to 295, inclusive, of Summit County Records; and

WHEREAS, Grantor also on March 10, 1971 filed with the Summit County Recorder, as Exhibit B to the Declaration, drawings (hereinafter referred to as the "Drawings") which were assigned Document No. 597128 by the Summit County Recorder and subsequently on March 16, 1971 recorded in Plat Book 76 at

at Pages 63 to 68, inclusive, of Summit County Map Records;
and

WHEREAS, on January 13, 1972 Grantor submitted a portion of Parcel No. 2, as described and defined in the Declaration, together with the improvements thereon constructed, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership, by filing with the Summit County Recorder an instrument entitled "First Amendment to Declaration of Condominium Ownership for Greenwood Village Condominium No. 2" (hereinafter referred to as the "First Amendment") which was assigned Document No. 630821 by the Summit County Recorder and subsequently on January 13, 1972 recorded in Volume 5250, at Pages 31 to 44, inclusive, of Summit County Records; and

WHEREAS, Grantor also on January 13, 1972 filed with the Summit County Recorder, as Exhibit B to the First Amendment, drawings (hereinafter and in the First Amendment referred to as the "First Amendment Drawings") which were assigned Document No. 630821 by the Summit County Recorder and recorded in Plat Book 80, at Pages 1 to 5, inclusive, of Summit County Map Records; and

WHEREAS, on April 20, 1972 Grantor submitted a further portion of Parcel No. 2, as described and defined in the Declaration, together with the improvements thereon constructed, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership, by filing with the Summit County Recorder an instrument entitled "Second Amendment to Declaration of Condominium Ownership for Greenwood Village Condominium No. 2" (hereinafter referred to as the "Second Amendment") which was assigned Document No. 640919 by the Summit County Recorder and subsequently on April 25, 1972 recorded in Volume 5263, at Pages 519 to 538, inclusive,

of Summit County Records; and

WHEREAS, Grantor also on April 20, 1972 filed with the Summit County Recorder, as Exhibit B to the Second Amendment, drawings (hereinafter and in the Second Amendment referred to as the "Second Amendment Drawings") which were assigned Document No. 640919 by the Summit County Recorder and recorded in Plat Book 81, at Pages 13 to 17, inclusive, of Summit County Map Records; and

WHEREAS, on December 12, 1972 Grantor submitted a further portion of Parcel No. 2, as described and defined in the Declaration, together with the improvements thereon constructed, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership, by filing with the Summit County Recorder an instrument entitled "Third Amendment to Declaration of Condominium Ownership for Greenwood Village Condominium No. 2" (hereinafter referred to as the "Third Amendment") which was assigned Document No. 671372 by the Summit County Recorder and subsequently on December 12, 1972 recorded in Volume 5376, at Page 84 of Summit County Records; and

WHEREAS, Grantor also on December 12, 1972 filed with the Summit County Recorder, as Exhibit B to the Third Amendment, drawings (hereinafter and in the Third Amendment referred to as the "Third Amendment Drawings") which were assigned Document No. 671372 by the Summit County Recorder and recorded in Plat Book 85, at Pages 13 to 17, inclusive, of Summit County Map Records; and

WHEREAS, the present owners and mortgagees of each Unit for which provision is made in the Declaration are:

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
101	Helen C. Henry	None
102	Beverly R. Bryan	Shaker Savings Association
103	Nick Graor and Cornelia Graor	The Cleveland Trust Company
104	Carl G. Miller	Cleveland Federal Savings & Loan Association
105	Grantor	Shaker Savings Association
106	Gerald D. Zorn and Laura D. Zorn	Shaker Savings Association
107	Betty B. Andrew	None
108	Ralda L. Mayer	None
109	Mary A. Maxwell	Shaker Savings Association
110	William A. Welch	Shaker Savings Association
111	William R. Blackston and Ruth W. Blackston	Shaker Savings Association
112	John G. Sloey, Sr. and Joan A. Sloey	Shaker Savings Association
201	William M. Frederick and Rose E. Frederick	Shaker Savings Association
202	Dorothy M. Allen	None
203	Shirley A. Onofrey	Shaker Savings Association
204	Robert John Sklenicka and Bertha Sklenicka	None
205	George Burnett and Christina J. Burnett	Shaker Savings Association
206	Kenneth W. Campbell and Eileen L. Campbell	Shaker Savings Association
207	Thomas L. Sloane	Shaker Savings Association
208	Rosamond R. Humel	Second Federal Savings & Loan Association
209	Betty C. Pankuch	None
210	Allen Y. King and Edna T. King	Shaker Savings Association

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
211	Arthur Gerst and Dorothy H. Gerst	Shaker Savings Association
212	Dorothy M. Reinbolt	Shaker Savings Association
301	Thomas J. Bellan and Julie Bellan	Second Federal Savings & Loan Association
302	Eric Oettel and Maria W. Oettel	Shaker Savings Association
303	John C. Lund	Shaker Savings Association
304	Jane A. Reese	Shaker Savings Association
305	Robert P. Runyan and Louise F. Runyan	Shaker Savings Association
306	Doris L. Rutt	None
307	Bertina Hards	Shaker Savings Association
308	Jan Opplt and Marie Anna Opplt	Society National Bank of Cleveland
309	Murray H. Henderson and Evelyn R. Henderson	Shaker Savings Association
310	Bob Schmitt Realty.	Second Federal Savings & Loan Association
311	Jack L. Greitzer and Eleanor A. Greitzer	None
312	Jack G. Thayer	Shaker Savings Association
935-101	Grantor	Shaker Savings Association
935-102	Helen T. Kleinhenz and Rosemary F. Kleinhenz	Shaker Savings Association
935-103	Grantor	Shaker Savings Association
935-104	Henry W. Huber and Christine Huber	Broadview Savings & Loan Association
935-105	Robert P. Runyan and Louise F. Runyan	Shaker Savings Association
935-106	Ester C. Wilcox	Cleveland Federal
935-201	Henry G. Kappenhagen and Dorothy E. Kappenhagen	None

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
935-202	Mabel M. McCollom and James E. McCollom	Cleveland Federal
935-203	Earl M. Landis and Doris M. Landis	Broadview Savings & Loan Association
935-204	Edward J. Malley and Mary F. Malley	None
935-205	Edwin L. Kregenow and Blanche L. Kregenow	None
935-206	Edward F. Jerrow and Lois A. Jerrow	None
935-301	Anton Glaser and Karla Glaser	Broadview Savings & Loan Association
935-302	George F. Bailey and Bernadette M. Bailey	Shaker Savings Association
935-303	Grantor	Shaker Savings Association
935-304	Glenn R. Gross and Gizella A. Gross	Shaker Savings Association
935-305	Lois M. Beatler	Shaker Savings Association
935-306	Christian Nissen and Iringard Nissen	Shaker Savings Association
951-101	Allen M. Adler and Jewel B. Adler	Shaker Savings Association
951-102	Grantor	Shaker Savings Association
951-103	Grantor	Shaker Savings Association
951-104	Lucy E. A. Tappan	First National Bank of Akron
951-105	Grantor	Shaker Savings Association
951-106	Grantor	Shaker Savings Association
951-201	Elizabeth L. Oldham	Shaker Savings Association
951-202	Frank J. Faciano	Shaker Savings Association
951-203	Helen L. Weber	None
951-204	Marion A. Humpal	None
951-205	Grantor	Shaker Savings Association

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
951-206	Anthony W. Brzoska and Mary L. Brzoska	Shaker Savings Association
951-301	James J. Salley and Beatrice J. Salley	Society National Bank of Cleveland
951-302	Grantor	Shaker Savings Association
951-303	Grantor	Shaker Savings Association
951-304	Grantor	Shaker Savings Association
951-305	Grantor	Shaker Savings Association
951-306	Albert R. Hart and Elizabeth Hart	None
975-101A	Grantor	First Federal Savings & Loan Association
975-102B	Grantor	First Federal Savings & Loan Association
975-103D	Grantor	First Federal Savings & Loan Association
975-104C	Grantor	First Federal Savings & Loan Association
975-105B	Winona R. Spencer	None
975-106A	Frank J. Matejcek	None
975-107C	William P. Koelliker	Shaker Savings Association
975-108D	Estate of Eveleen M. Heinzerling	None
975-201A	Grantor	First Federal Savings & Loan Association
975-202B	Joseph Matts, Jr. and Mary Ellen Matts	First Federal Savings & Loan Association
975-203D	Terrence J. Kordiac	Orleans Federal Savings & Loan Association
975-204C	Sanford E. Markey	None
975-205B	Adele M. O'Donnell	Broadview Savings & Loan Association
975-206A	Grantor	First Federal Savings & Loan Association
975-207C	Katherine C. Guintar	First Federal Savings & Loan Association
975-208D	Benjamin B. Lewinson & Evelyn Levinson	None

The above-named Unit Owners (other than Grantor) are hereinafter referred to as the "Parcel No. 1 and Parcel No. 2 Subsequent Unit Owners" and the above-named mortgagees of said Parcel No. 1 and Parcel No. 2 Subsequent Unit Owners are hereinafter referred to as the "Parcel No. 1 and Parcel No. 2 Subsequent Mortgagees;" and

WHEREAS, Grantor is, pursuant to the provisions of Paragraph 16 of the Declaration, the duly appointed and acting Attorney-in-Fact of each of the Parcel No. 1 and Parcel No. 2 Subsequent Unit Owners and Parcel No. 1 and Parcel No. 2 Subsequent Mortgagees for the purpose of executing, acknowledging and recording (i) for and in the name of each such Parcel No. 1 and Parcel No. 2 Subsequent Unit Owner, such amendments to the Declaration as are contemplated by Paragraph 15 thereof, and (ii) for and in the name of each such Parcel No. 1 and Parcel No. 2 Subsequent Mortgagee, a consent to such amendment or amendments; and

WHEREAS, Paragraph 15 of the Declaration reserved to Grantor the right to amend the Declaration and the Drawings for the purpose of submitting certain additional premises to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, Grantor has determined to submit the portion of Parcel No. 2, as described and defined in the Declaration, which is described on Exhibit A, attached hereto and made a part hereof, together with the improvements thereon constructed and hereinafter in Section 2 described, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, Shaker Savings Association, which is the Mortgagee of those Units within Parcel No. 1 and Parcel No. 2 which are presently owned by Grantor, is

willing to consent to this Fourth Amendment to Declaration of Condominium Ownership; and

WHEREAS, First Federal Savings and Loan Association of Cleveland, which is the Mortgagee of those Units within Parcel No. 2 which are presently owned by Grantor and which is the Mortgagee of the portion of Parcel No. 2 which is described on Exhibit A hereto, is willing to consent to this Fourth Amendment to Declaration of Condominium Ownership.

NOW, THEREFORE, Grantor hereby declares (all terms herein used which are defined in the Declaration shall be interpreted to have the same meaning as defined in the Declaration):

1. Grantor is the owner of the portion of Parcel No. 2 described on Exhibit A hereto which, together with all Parcel No. 2 Buildings and all other improvements located thereon, all easements, rights and appurtenances belonging thereto and all articles of personal property existing thereon for the common use of the Unit Owners, is hereby submitted to the provisions of Chapter 5311 of the Ohio Revised Code and the provisions of the Declaration, as amended hereby, and is hereby included in, and made a part of, the Condominium Property.

2. The Declaration, as amended by the First Amendment, Second Amendment, and Third Amendment is hereby further amended in accordance with the provisions of Paragraphs 15 and 16 thereof, in the following respects:

(a) Paragraph 4 of the Declaration is hereby deleted and the following substituted in lieu thereof:

"4. General Description of Condominium Property. Until amended as provided in Paragraph 15 hereof, the Condominium Property consists of Parcel No. 1 and the portions of Parcel No. 2 described on Exhibit A to the First Amendment to this Declaration, Exhibit A to the Second Amendment

to this Declaration, Exhibit A to the Third Amendment to this Declaration, and on Exhibit A to the Fourth Amendment to this Declaration, together with the Parcel No. 1 Buildings and all Parcel No. 2 Buildings and other improvements located thereon, including, without limitation, (a) six (6) residential structures, four of which are each three (3) stories in height and contain eighteen (18) Units, which are in the case of the first such structure designated respectively, '101', '102', '103', '104', '105', '106', '201', '202', '203', '204', '205', '206', '301', '302', '303', '304', '305', '306', in the case of the second such structure designated respectively, '107', '108', '109', '110', '111', '112', '207', '208', '209', '210', '211', '212', '307', '308', '309', '310', '311', '312', in the case of the third such structure designated respectively, '935-101', '935-102', '935-103', '935-104', '935-105', '935-106', '935-201', '935-202', '935-203', '935-204', '935-205', '935-206', '935-301', '935-302', '935-303', '935-304', '935-305', and '935-306', and in the case of the fourth such structure designated respectively, '951-101', '951-102', '951-103', '951-104', '951-105', '951-106', '951-201', '951-202', '951-203', '951-204', '951-205', '951-206', '951-301', '951-302', '951-303', '951-304', '951-305', '951-306', and the fifth of which is two (2) stories in height and contains sixteen (16) Units which are designated respectively, '975-101A', '975-102B', '975-103D', '975-104C', '975-105B', '975-106A', '975-107C', '975-108D', '975-201A', '975-202B', '975-203D', '975-204C', '975-205B', '975-206A', '975-207C', '975-208D',; and the sixth of which is two (2) stories in height and contains sixteen (16) Units which are designated respectively, '985-101A', '985-102B', '985-103D', '985-104C', '985-105B', '985-106A', '985-107C', '985-108D', '985-201A', '985-202B', '985-203D', '985-204C', '985-205B', '985-206A', '985-207C', '985-208D'; (b) six (6) garage buildings each of which is one story in height, four of which each contain eighteen (18) automobile parking spaces and eighteen (18) storage lockers, the fifth of which contains twenty-eight (28) automobile parking spaces and fifty-six (56) storage lockers; the sixth of which contains twenty-four (24) automobile parking spaces and forty-eight (48) storage lockers; (c) all easements, rights and appurtenances belonging thereto; and (d) all articles of personal property existing thereon for the common use of the Unit Owners. The four (4) residential structures containing eighteen (18) Units are constructed principally of concrete block, concrete, asphalt shingles, brick veneer and wood. The two (2) residential structures containing sixteen (16) Units are constructed principally of concrete block, cedar shake roof and cedar siding. The four (4) garage buildings containing eighteen (18) automobile parking spaces are constructed principally of steel, concrete block, brick veneer and wood. The garage building containing twenty-eight (28) automobile parking spaces is constructed principally of concrete block and wood, and the garage building containing twenty four (24) spaces is constructed principally of concrete block and wood. The locations, layouts and dimensions of the Units and Common Areas and Facilities are shown graphically on the Drawings."

(b) Section B of Paragraph 6 of the Declaration is hereby deleted and the following substituted in lieu thereof;

"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.

<u>Unit No.</u>	<u>Percentage of Interest</u>
101	1.0533
102	1.0533
103	0.7995
104	0.7995
105	1.0533
106	1.0533
107	1.0533
108	1.0533
109	0.7995
110	0.7995
111	1.0533
112	1.0533
201	1.0711
202	1.0711
203	0.8172
204	0.8172
205	1.0711
206	1.0711
207	1.0711
208	1.0711
209	0.8172
210	0.8172
211	1.0711
212	1.0711
301	1.0711
302	1.0711
303	0.8172
304	0.8172
305	1.0711
306	1.0711
307	1.0711
308	1.0711
309	0.8172
310	0.8172
311	1.0711
312	1.0711
935-101	1.0533
935-102	1.0533
935-103	1.0533
935-104	1.0533
935-105	1.0533
935-106	1.0533
935-201	1.0711
935-202	1.0711
935-203	1.0711
935-204	1.0711
935-205	1.0711
935-206	1.0711

<u>Unit No.</u>	<u>Percentage of Interest</u>
935-301	1.0711
935-302	1.0711
935-303	1.0711
935-304	1.0711
935-305	1.0711
935-306	1.0711
951-101	1.0828
951-102	1.0828
951-103	1.0828
951-104	1.0828
951-105	1.0828
951-106	1.0828
951-201	1.1006
951-202	1.1006
951-203	1.1006
951-204	1.1006
951-205	1.1006
951-206	1.1006
951-301	1.1006
951-302	1.1006
951-303	1.1006
951-304	1.1006
951-305	1.1006
951-306	1.1006
975-101A	0.7582
975-102B	0.7700
975-103D	0.8733
975-104C	0.8113
975-201A	0.7582
975-202B	0.7700
975-203D	0.8231
975-204C	0.8113
975-105B	0.7700
975-106A	0.7582
975-107C	0.8113
975-108D	0.8231
975-205B	0.7700
975-206A	0.7582
975-207C	0.8113
975-208D	0.8231
985-101A	0.7877
985-102B	0.7995
985-103D	0.8527
985-104C	0.8408
985-201A	0.7877
985-202B	0.7995
985-203D	0.8527
985-204C	0.8408
985-105B	0.7995
985-106A	0.7877
985-107C	0.8408
985-108D	0.8527
985-205B	0.7995
985-206A	0.7877
985-207C	0.8408
985-208D	0.8527

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, encumbered, 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."

(d) The Drawings, attached as Exhibit B to the Declaration and referred to in Paragraph 1B (x) thereof are hereby amended by adding thereto and making a part thereof, the drawings (hereinafter referred to as "Fourth Amendment Drawings") prepared and certified by Steven V. Ciuni, Registered Engineer No. 28363 and Peter C. Zwick, Registered Surveyor No. 4929, as to Pages B, B-1 through B-6, inclusive, in accordance with Section S311.07 of the Ohio Revised Code relating to the portion of Parcel No. 2 described on Exhibit A hereto, all Parcel No. 2 Buildings and other improvements located thereon, which Fourth Amendment Drawings are identified as Exhibit B and attached to this Fourth Amendment.

3. Except as specifically hereinabove amended, all provisions of the Declaration and the Bylaws, and the Drawings, shall be and remain in full force and effect.

4. Consent to this Fourth Amendment to Declaration of Condominium Ownership on behalf of the Parcel No. 1 and Parcel No. 2 Subsequent Unit Owners and on behalf of the Parcel No. 1 and Parcel No. 2 Subsequent Mortgagees is hereby granted by Grantor in its capacity as their Attorney-in-Fact pursuant to the provisions of Paragraph 16 of the Declaration.

IN WITNESS WHEREOF, the Said Greenwood Village, Inc., acting in its capacity as Grantor of the portion of Parcel No. 2 described on Exhibit A hereto, as owner of certain Parcel No. 1 and Parcel No. 2 Units and as Attorney-in-Fact for Parcel No. 1 and Parcel No. 2 Subsequent Unit Owners and for the Parcel No. 1 and Parcel No. 2 Subsequent Mortgagees, has caused this instrument to be executed by its President, and attested by its Assistant Secretary this 9th day of August, 1973.

Signed and acknowledged in the presence of:

GREENWOOD VILLAGE, INC., as Grantor of the portion of Parcel No. 2 described on Exhibit A hereto, as Owner of Certain Parcel No. 1 and Parcel No. 2 Units and as Attorney-in-Fact for the Parcel No. 1 and Parcel No. 2 Subsequent Unit Owners and for the Parcel No. 1 and Parcel No. 2 Subsequent Mortgagees.

Laura Ann Cecala
Peggy S. Brown

By James W. Smith
President

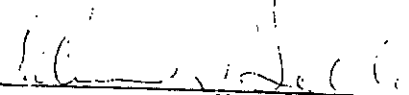
Laura Ann Cecala
Peggy S. Brown

Attest R.W. Coker
Assistant Secretary

STATE OF OHIO)
COUNTY OF ~~CUYAHOGA~~ ^{Summit}) SS.

BEFORE ME, a Notary Public in and for said County and State, appeared David W. Swetland, President of Greenwood Village, Inc., a Delaware Corporation, who, having been first duly sworn, acknowledged that he did execute the foregoing instrument and that the same was his free act and deed individually and as such officer and the free act and deed of said corporation in the several capacities and for the purposes hereinbefore stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this 9th day of August, 1973.

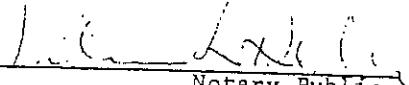


Notary Public

STATE OF OHIO)
COUNTY OF ~~CUYAHOGA~~ ^{Summit}) SS.

BEFORE ME, a Notary Public in and for said County and State, appeared Richard W. Ochen, Assistant Secretary of Greenwood Village, Inc., a Delaware Corporation, who, having been first duly sworn, acknowledged that he did execute the foregoing instrument and that the same was his free act and deed individually and as such officer and the free act and deed of said corporation in the several capacities and for the purposes hereinbefore stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this 9th day of August, 1973.



Notary Public

9/7

EXHIBIT A

to

Fourth Amendment to Declaration of Condominium Ownership
for Greenwood Village Condominium No. 2

Situated in the Township of Sagamore Hills, County of Summit, and State of Ohio, and known as being part of Original Northfield Township Lot No. 87 and also known as being part of Block "D" of Greenwood Village Inc.'s Subdivision No. 1 of Greenwood of Sagamore Hills, as recorded in Plat Book 74, Pages 64 thru 69, inclusive, and part of Area "B" of Greenwood Village Inc.'s Subdivision No. 2-A of Greenwood of Sagamore Hills, as recorded in Plat Book 76, Pages 59 thru 62, inclusive, of Summit County Plat Records, and further bounded and described as follows:

Beginning at the centerline intersection of Canyon View Road (50 feet wide) and Greenwood Parkway (100 feet wide); thence South $47^{\circ} 23' 48''$ West along the centerline of Canyon View Road, a distance of 100.00 feet to a point of curvature therein; thence continuing along the centerline of Canyon View Road, 822.25 feet along the arc of a curve having a radius of 872.43 feet and a chord of 792.15 feet which bears South $74^{\circ} 23' 48''$ West; thence North $78^{\circ} 36' 13''$ West along the centerline of Canyon View Road, a distance of 161.75 feet to a point therein; thence North $1^{\circ} 35' 06''$ East, a distance of 25.37 feet to a point in the North Right-of-Way line of Canyon View Road and the principal place of beginning:

Thence North $1^{\circ} 35' 06''$ East along the Easterly line of Amendmet No. 3 to Greenwood Village Condominium No. 2 as recorded in Volume 85, Pages 13 thru 17, inclusive, of Summit County Records, a distance of 74.19 feet;

Thence North $7^{\circ} 01' 55''$ West along the Easterly line of the aforementioned Amendment No. 3, a distance of 155.45 feet;

Thence South $82^{\circ} 13' 02''$ West along the Northerly line of the aforementioned Amendment No. 3, a distance of 187.85 feet to a point therein;

Thence North $7^{\circ} 46' 58''$ West, a distance of 230.30 feet to a point in the Northerly line of Greenwood Village Subdivision No. 2-A, Area "B" as recorded in Volume 76, Pages 59 thru 62, inclusive of Summit County Records;

Thence North $82^{\circ} 13' 02''$ East along said Northerly line of Subdivision No. 2-A, Area "B", a distance of 26.25 feet to a point therein;

EXHIBIT A - cont'd.

Thence South $80^{\circ} 11' 16''$ East along said Northerly line of Subdivision No. 2-A, Area "B", a distance of 323.42 feet;

Thence South $90^{\circ} 48' 44''$ West along the Westerly line of Amendment No. 2 to Greenwood Village Condominium No. 2 as recorded in Volume 81, Pages 13 thru 17, inclusive, of Summit County Records, a distance of 103.32 feet;

Thence South $70^{\circ} 01' 55''$ East along the aforementioned Westerly line of Amendment No. 2 and also along the Westerly line of Amendment No. 1 to Greenwood Village Condominium No. 2 as recorded in Volume 80, Pages 1 thru 5, inclusive, of Summit County Records, a distance of 306.38 feet to a point in the North Right-of-Way line of Canyon View Road;

Thence North $78^{\circ} 36' 13''$ West along the North Right-of-Way line of Canyon View Road, a distance of 132.93 feet to the principal place of beginning and containing 2.0391 acres of land, more or less, but subject to all legal highways.

A F F I D A V I T

STATE OF OHIO)
 Summit)
COUNTY OF ~~COLUMBIA~~) SS.

David W. Swetland, being first duly sworn
on oath says:

(a) That he is the President of Greenwood Village, Inc., a Delaware corporation, the Grantor in the within Fourth Amendment to Declaration of Condominium Ownership For Greenwood Village Condominium No. 2 (hereinafter called the "Fourth Amendment"); and

(b) That a copy of the within Fourth Amendment has been mailed by certified mail to all Parcel No. 1 and Parcel No. 2 Subsequent Unit Owners named in the within Fourth Amendment and all mortgagees having bona fide liens of record against any Unit to which reference is made in the within Fourth Amendment.

Further affiant saith naught.

David W. Swetland
David W. Swetland

Sworn to before me and subscribed in my
presence this 9th day of August, 1973.

Richard L. Lick
Notary Public

9/14/73

5109
211

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE
GREENWOOD VILLAGE CONDOMINIUM NO. 2

COUNTY OF SUMMIT
RECEIVED & RECORDED

826681

93 APR -9 PM 12:59

O.R. _____ PG. 22-77

RALPH JAMES - RECORDER

FEE \$ 19.00

TRANSFER NOT NECESSARY

APR 10 1993
James B. McCarthy County Auditor

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE GREENWOOD VILLAGE CONDOMINIUM NO. 2 WAS FILED IN THE OFFICE OF THE COUNTY AUDITOR OF SUMMIT COUNTY, OHIO.

James B. McCarthy

DATED: April 8, 1993

BY: Coyatt Deputy Auditor
COUNTY AUDITOR

APPROVED AS TO FORM

4/7/93 William E. Schultz
Assistant Prosecuting Attorney, Summit County, Ohio

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR THE GREENWOOD VILLAGE CONDOMINIUM NO. 2

WHEREAS, the Declaration of Condominium Ownership for the Greenwood Village Condominium No. 2 was recorded in Volume 5109, Page 211 et. seq., in Summit County Records, and

WHEREAS, The Greenwood Village Condominium No. 2 Unit Owners' Association, is a corporation consisting of all Family Unit Owners in the Greenwood Village Condominium No. 2 and as such is the representative of said owners, and

WHEREAS, Article 16 of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Family Unit Owners in excess of 75% of the voting power of the Owners Association have executed an instrument in writing setting forth specifically the new matter to be added, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the President of the Owners Association that a copy of the amendment was mailed by certified mail to all mortgagees on the records of the Association having bona fide liens of record against any Family Unit ownership, and

WHEREAS, attached hereto as Exhibit B is a certification of the Secretary of the Owners Association as to the names of the consenting and non-consenting mortgagees of the various Family Units, and

WHEREAS, the Owners Association has in its records the signed consents to the amendment signed by 75.42% of the Family Unit Owners and further has in its records the consents, if any, of the mortgagees as certified by the Secretary in the attached Exhibit B, and

WHEREAS, the Owners Association has in its records the signed power of attorney signed by 75.42% of the Family Unit Owners authorizing the officers of the Greenwood Village Condominium No. 2 Unit Owners' Association to execute this recorded document on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for the Greenwood Village Condominium No. 2 have in all respects been complied with,

NOW, THEREFORE, the Declaration of Condominium Ownership of the Greenwood Village Condominium No. 2 is hereby amended by the following:

ADD a new sentence to BYLAW ARTICLE I, SECTION 4. Said new sentence to be added on Page 2 of the Bylaws as Recorded in Volume 5109, Page 211 et. seq., is as follows:

A proxy may be directed (directing the proxy how to vote) or not directed (leaving how to vote to the proxy's direction).

OR 1274 - 073

IN WITNESS WHEREOF, the said Greenwood Village Condominium No. 2 Unit Owners' Association has caused the execution of this instrument this 25th day of March, 1993.

Signed in the Presence of:

THE GREENWOOD VILLAGE CONDOMINIUM NO. 2 UNIT OWNERS' ASSOCIATION

Charlotte M. Matule

By: Alice J. Sloey
ALICE SLOEY, President

Nancy Ann Wargo

By: Ralph Seidman
RALPH SEIDMAN, Secretary

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Greenwood Village Condominium No. 2 Unit Owners' Association, by its President and its Secretary, who acknowledge that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Sagamore Hills, Ohio, this 25th day of March, 1993.

Nancy-Anne Wargo
NOTARY PUBLIC
NANCY-ANNE WARGO
Notary Public, State of Ohio
My Commission Expires May 5, 1996
Recorded in Summit County

OR1274 - 075

AFFIDAVIT

STATE OF OHIO)
) SS
COUNTY OF SUMMIT):

ALICE SLOEY, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Greenwood Village Condominium No. 2 Unit Owners' Association.

2. As such President she caused copies of the amendment to the Declaration of the Greenwood Village Condominium No. 2 to be mailed by certified mail to all mortgagees on the records of the Association having bona fide liens of record against any Family Unit Ownership.

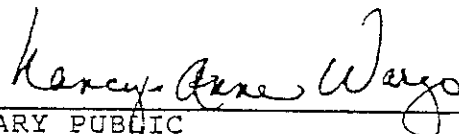
3. Further affiant sayeth naught.



ALICE SLOEY, President

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Alice Sloey 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 Degansville Hills, Ohio, this 25th day of March, 1993.



NOTARY PUBLIC
NANCY-ANNE WARGO
Notary Public, State of Ohio
My Commission Expires May 5, 1996
Recorded in Summit County

CERTIFICATION OF SECRETARY

The undersigned being the duly elected and qualified Secretary of the Greenwood Village Condominium No. 2 Unit Owners' Association, hereby certifies that there is on file in the records of the Association the names of the following mortgagees, if any, who have consented to the proposed Amendment to the Declaration of the Greenwood Village Condominium No. 2.

N O N E

Ralph Seidman

RALPH SEIDMAN, Secretary

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

Before me, a Notary Public in and for said County, personally appeared the above named Ralph Seidman who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Jaganore Hills, Ohio, this 25th day of March 1993.

Nancy-Anne Wargo
NOTARY PUBLIC

NANCY-ANNE WARGO
Notary Public, State of Ohio
My Commission Expires May 5, 1996
Recorded in Summit County

This instrument prepared by:
DAVID W. KAMAN
Fedor, Kaman, & Ott, Attorneys
600 Terminal Tower
Cleveland, Ohio 44113
696-0650

OR1274-077

DEC 23 1987
Tim Davis, County Auditor

EXEMPTED FROM RECORDING WITHIN
TODAY'S CODE COMPATIBLE WITH
TIM DAVIS
County Auditor
BY: [Signature]
Notary Public

396908 AMENDMENTS TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR
GREENWOOD VILLAGE CONDOMINIUM NO. 2 UNIT OWNERS' ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS, that the Declaration of Condominium Ownership and Bylaws for Greenwood Village Condominium No. 2 Unit Owners' Association was filed in Volume 5109, Page 211 and Plat Book 76, Pages 63-68 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:

The following paragraph is substituted for Section 11-L 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 of not less than four (4) consecutive months nor more than twenty-four (24) consecutive months. This restriction on leasing shall apply only to new owners who purchase their units after the recording of this amendment. All leasing, whether under the aforesaid restriction or not affected by said restriction, must be approved by the Board of Managers as provided in Section 18 of the Declaration. Under circumstances where renting is allowed, no unit shall be rented by the unit owner for transient or hotel purposes which shall be defined: (1) rental for any period less than thirty (30) days, or (2) 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; (3) rental to roomer or boarders, i.e., rental to one or more persons of a portion of a unit only. No lease may be of less than the entire unit. 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 entitled to exercise at least Seventy-Five Percent (75%) of the voting power of the Association, which action was taken in person or by proxy who hereby authorized these amendments at Sagamore Hill, Ohio.

Members of the Association

OWNERS	PROXY (if used)	% OF OWNERSHIP
All signatures on this page signed and acknowledged in the presence of:		
<u>Ralph Sedman</u>	BY: <u>Arthur Karel</u>	.7995
<u>Karen E. Kraynak</u>	BY: <u>[Signature]</u>	1.0711

STATE OF OHIO)
COUNTY OF SUMMIT) SS:

BEFORE ME, a Notary Public, personally appeared the above named Unit Owners of Greenwood Village Condominium No. 2 Unit Owners' Association, who acknowledged that they did sign the Declaration Amendment regarding the Rental of Units, Section 11-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 20th day of July, 1987.

2/23/87

APPROVED AS TO FORM
[Signature]
Assistant Prosecuting Attorney, Summit County, Ohio

Karen E. Kraynak
Notary Public
KAREN E. KRAYNAK
Notary Public, Summit County, Ohio
My Commission Expires July 24, 1987

AMENDMENTS TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR
GREENWOOD VILLAGE CONDOMINIUM NO. 2 UNIT OWNERS' ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS, that the Declaration of Condominium Ownership and Bylaws for Greenwood Village Condominium No. 2 Unit Owners' Association was filed in Volume 5109, Page 211 and Plat Book 76, Pages 63-68 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:

The following paragraph is added to Section 17, Remedies for Breach of Covenants and Rules of the Declaration, as follows:

(C) Recoupment of Enforcement Costs. If any Unit Owner fails to perform any act that he is required to perform by this Declaration, the Bylaws, or the Rules, the Association shall charge and collect from said Unit Owner the entire cost and expense, including reasonable attorneys' fees, of the enforcement proceedings. Any such amount shall be deemed to be a personal obligation and a special assessment, and shall be due and payable when the payment of the assessment next following notification of such charge becomes due and payable, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses. Any conflict between this provision or other provisions of this Declaration and Bylaws shall be interpreted in favor of this restriction for recoupment of enforcement costs.

IN WITNESS WHEREOF, the undersigned Unit Owners entitled to exercise at least Seventy-Five Percent (75%) of the voting power of the Association, which action was taken in person or by proxy who hereby authorized these amendments at Sagamore Hill, Ohio.

Members of the Association

<u>OWNERS</u>	<u>PROXY</u> (if used)	<u>% OF OWNERSHIP</u>
All signatures on this page signed and acknowledged in the presence of:		
<u>ESTHER C. WILCOX</u>	<u>935-106</u>	<u>1.0533</u>
<u><i>Sandra J. Hauxwell</i></u>	BY: <u><i>Glenn Gross</i></u>	
<u>GLENN GROSS</u>	<u>935-304</u>	<u>1.0711</u>
<u><i>Nancy Ann Wargo</i></u>	BY: <u><i>Glenn Gross</i></u>	

STATE OF OHIO)
COUNTY OF SUMMIT) SS:

BEFORE ME, a Notary Public, personally appeared the above named Unit Owners of Greenwood Village Condominium No. 2 Unit Owners' Association, who acknowledged that they did sign the Declaration Amendment regarding the Recoupment of Enforcement Costs, Section 17, 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 21ST day of JUNE, 1989.

Nancy Ann Wargo
Notary Public

T.N.N. 9-6-89
in the presence of
T.N.N. 9-6-89

Kaman & Cusimano

*David W. Kaman
Joseph J. Cusimano

Also admitted to practice in Florida

*Attorneys at Law
Terminal Tower
50 Public Square, Suite 600
Cleveland, Ohio 44113
(216) 696-0650
Telefax (216) 771-8478*

*Robert E. Kmiecik
Darcy Mehling Good
Russell Szyack
Linda J. Habinak*

February 28, 2005

Greenwood Village No. 2 Condominium
c/o Nancy Anne Wargo
Reserve Realty Management
480 West Aurora Road
Sagamore Hills, Ohio 44067

Re: H.B. 135 Amendments

Dear Ms. Wargo:

Enclosed, please find a copy of the fully executed and recorded H.B. 135 Amendments to the Declaration of Condominium Ownership for Greenwood Village Condominium No. 2. The Amendments were filed with the Summit County Fiscal Office on February 25, 2005, at Instrument No. 55155950. The Amendments became binding and effective on the date they were filed.

At this point in time, your Board must provide each owner with a copy of the Amendments. Owners should be advised to file the Amendments with their respective copy of the Declaration and Bylaws and that all of the documents must be passed onto the future buyer of their unit.

With the receipt of the recorded Amendments, our work on this matter is complete and I have closed our file accordingly. Should you or any of the Board members have any questions or wish to further discuss this matter, please do not hesitate to telephone me.

Sincerely yours,

David W. Kaman
DAVID W. KAMAN

DWK:sh
Enclosure
xc: All Board Members (letter only)

72-17

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
GREENWOOD VILLAGE CONDOMINIUM NO. 2



55155950
Pg: 1 of 7
02/25/2005 08:38A
CONGO 72.00

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR GREENWOOD VILLAGE CONDOMINIUM NO. 2 WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: Feb 24, 2005

BY: JOHN A. DONOFRIO
FISCAL OFFICER



55155950
Pg: 2 of 7
02/25/2005 08:39A
CONDO 72.80

AMENDMENTS TO THE DECLARATION
OF CONDOMINIUM OWNERSHIP FOR
GREENWOOD VILLAGE CONDOMINIUM NO. 2

WHEREAS, the Declaration of Condominium Ownership for Greenwood Village Condominium No. 2 (the "Declaration") and the Bylaws of Greenwood Village Condominium No. 2 Unit Owners' Association (the "Bylaws"), Exhibit A to the Declaration, were recorded at SUMMIT County Records Volume 5109, Page 211 et seq., and

WHEREAS, Section 5311.05(E)(1) of the Ohio Revised Code, as amended on July 20, 2004, authorizes the Board of Directors, without a vote of the Owners, to amend the Declaration "to bring the Declaration in compliance with this Chapter," and

WHEREAS, the Board of Directors approved the following matters to be modified (the "Amendments") in order to bring the Declaration into compliance with Ohio Revised Code Chapter 5311, and

WHEREAS, the proceedings necessary to amend the Declaration as permitted by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Greenwood Village Condominium No. 2 have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Greenwood Village Condominium No. 2 is hereby amended by the Board of Directors as follows:

- (1) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements."
- (2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements."
- (3) All references in the Declaration and Bylaws to the term "Board of Managers" shall be replaced with the term "Board of Directors."
- (4) DELETE DECLARATION PARAGRAPH 7, SECTION D, entitled "Service of Process," in its entirety. Said deletion is to be made on Page 15 of the Declaration, as recorded at Summit County Records, Volume 5109, Page 211 et seq.

INSERT a new DECLARATION PARAGRAPH 7, SECTION D, entitled "Service of Process." Said addition, to be made on Page 15 of the Declaration, as recorded at Summit County Records, Volume 5109, Page 211 et seq., is as follows:

D. Service of Process. The person to receive service of process for the Association shall be as designated by the Board. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

(5) INSERT a new SECTION D, entitled "Enforcement Assessments," to the end of DECLARATION PARAGRAPH 17. Said new addition, to be added on Page 43 of the Declaration, as recorded at Summit County Records, Volume 5109, Page 211 et seq., is as follows:

D. Enforcement Assessments. In accordance with Ohio Revised Code Section 5311.081(B)(12), the Board shall have the authority to impose interest and administrative late fees for the late payment of Assessments; impose returned check charges; and, in accordance with the procedure outlined in Ohio Revised Code Section 5311.081(C)(1), impose reasonable enforcement Assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements.

(6) INSERT a new 2nd PARAGRAPH to the end of DECLARATION PARAGRAPH 9, SECTION B, entitled "Lien of Association." Said new addition, to be added on Page 19 of the Declaration, as recorded at Summit County Records, Volume 5109, Page 211 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(1)(b), the Association has a lien upon each Unit's ownership interest for any unpaid interest, administrative late fees, enforcement Assessments, and collection costs, attorney's fees, and paralegal fees.

(7) INSERT a new PARAGRAPH to the end of DECLARATION PARAGRAPH 11, SECTION L, entitled "Rental of Units." Said new addition, to be added on Page 29 of the Declaration, as recorded at Summit County Records, Volume 5109, Page 211 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, as the Unit Owner's Agent, in the name of the Unit Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit Owner at least ten days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Unit



Owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

(8) INSERT a new 2nd PARAGRAPH to the end of DECLARATION PARAGRAPH 9, SECTION A, entitled "Division of Common Profits and Common Expenses." Said new addition, to be added on Page 19 of the Declaration, as recorded at Summit County Records, Volume 5109, Page 211 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(2), the Association shall credit payments made by a Unit Owner in the following order of priority:

- (1) First, to interest owed to the Association;
- (2) Second, to administrative late fees owed to the Association;
- (3) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and
- (4) Fourth, to the principal amounts the Unit Owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.

(9) INSERT a new SECTION E, entitled "Suspended Rights," to DECLARATION ARTICLE 17. Said new addition, to be added on Page 43 of the Declaration, as recorded at Summit County Records, Volume 5109, Page 211 et seq., is as follows:

E. Suspended Rights. In accordance with Ohio Revised Code Section 5311.081(B)(18), when a Unit Owner is delinquent in the payment of Assessments for more than thirty (30) days, the Board may, by a majority vote, suspend the voting privileges of the owner and/or right of the occupants to use the recreational facilities.

(10) INSERT a new 2nd PARAGRAPH to the end of BYLAWS ARTICLE IV, SECTION 5, entitled "Special Services." Said new addition, to be added on Page 17 of the Bylaws, Exhibit A of the Declaration, as recorded at Summit County Records, Volume 5109, Page 211 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(15), the Board may impose reasonable charges to the Unit Owner for providing copies of the Declaration, Bylaws or amendments thereto as well as reasonable charges for the handling of re-financing and/or resale documentation, and/or statements of unpaid Assessments.

(11) INSERT a new SECTION M, entitled "Owner/Resident Information," to DECLARATION PARAGRAPH 11. Said new addition, to be added on Page 29 of the Declaration, as recorded at Summit County Records, Volume 5109, Page 211 et seq., is as follows:

M. Owner/Resident Information. In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Unit Owner shall, within thirty (30) days of the recording of this Amendment or within thirty (30) days of title transferring to the Unit Owner, provide to the Association the Unit Owner's and/or all occupants' names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any person who manages the Unit as an agent of that Owner. Any change in the information shall be provided to the Board, in writing, within thirty (30) days of said change.

(12) DELETE BYLAWS ARTICLE II, SECTION 1, entitled "Number and Qualification," in its entirety. Said deletion is to be made on Page 5 of the Bylaws, Exhibit A of the Declaration, as recorded at Summit County Records, Volume 5109, Page 211 et seq.

INSERT a NEW BYLAWS ARTICLE II, SECTION 1 entitled "Number and Qualification." Said addition, to be made on Page 5 of the Bylaws, Exhibit A of the Declaration, as recorded at Summit County Records, Volume 5109, Page 211 et seq., is as follows:

Section 1. Number and Qualification. The Board shall consist of five persons, each of whom must be a Unit Owner, Occupant or the spouse of a Unit Owner. That notwithstanding, no one (1) Unit may be represented by more than one (1) person on the Board at any one (1) time.

(13) INSERT a new 2nd SENTENCE to the end of BYLAWS ARTICLE II, SECTION 5, entitled "Regular Meetings." Said new addition, to be added on Page 7 of the Bylaws, Exhibit A of the Declaration, as recorded at Summit County Records, Volume 5109, Page 211 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.08(A)(4)(a), any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to every other Board member.



55155950
Pg: 5 of 7
02/25/2005 08:39A
CONDO 72.00

John A Donofrio, Summit Fiscal Officer



55155950
Pg: 8 of 7
02/25/2005 08:38A
CONDO 72.00

(14) INSERT a new SENTENCE to the end of BYLAWS ARTICLE V, SECTION 1, entitled "Preparation of Estimated Budget." Said new addition, to be added on Page 19 of the Bylaws, Exhibit A of the Declaration, as recorded at Summit County Records, Volume 5109, Page 211 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.21, in the alternative, if the Association has collected a Common Surplus at the end of any fiscal year, the Board may determine that such amount will be applied toward reserves.

(15) INSERT a new PARAGRAPH I to BYLAWS ARTICLE II, SECTION 8, entitled "Powers and Duties." and INSERT new SUBPARAGRAPHS (1), (2), (3), and (4), thereafter. Said new additions to be added on Page 9 of the Bylaws, Exhibit A of the Declaration, as recorded at Summit County Records, Volume 5109, Page 211 et seq., is as follows:

I. In accordance with Ohio Revised Code Section 5311.081(B), in addition to all other powers enumerated herein, the Board may exercise all powers of the Association, including the power to do the following:

(1) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;

(2) Grant easements, leases, licenses, and concessions through or over the Common Elements;

(3) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;

(4) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of the above amendments. Upon the recording of these amendments, only Unit Owners of record at the time of such filing shall have standing to contest the validity of these amendments, 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 amendments.



55155950
Pg: 7 of 7
02/25/2005 08:39A
CONDO 72.00

IN WITNESS WHEREOF, the said Greenwood Village Condominium No. 2 Unit Owners' Association has caused the execution of this instrument this 16th day of February, 2005.

GREENWOOD VILLAGE CONDOMINIUM NO. 2 UNIT OWNERS' ASSOCIATION

By: Ron Leavitt
RON LEAVITT, its President

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Greenwood Village Condominium No. 2 Unit Owners' Association, by Ron Leavitt, its President, who acknowledged that he did sign the foregoing instrument, on Page 7 of 7, and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Sagamore Hills, Ohio, this 16th day of February, 2005.

Nancy Anne Wargo
NOTARY PUBLIC

NANCY ANNE WARGO
Notary Public, State of Ohio
My Commission Expires May 5, 2006
Recorded in Summit County

env

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

Office

GREENWOOD VILLAGE CONDOMINIUM NO. 2

SAGAMORE HILLS TOWNSHIP,

OHIO

BYLAWS

OF

GREENWOOD VILLAGE CONDOMINIUM NO. 2

UNIT OWNERS' ASSOCIATION

EXHIBIT A

This instrument prepared by:

Thompson, Hine and Flory
Cleveland, Ohio

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	4
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	7
6. Special Meetings	7
7. Quorum; Adjournment	8
8. Powers and Duties	8
9. Removal of Members of Board	9
10. Fidelity Bonds	9
III. Officers	10
1. Election and Designation of Officers	10
2. Term of Office; Vacancies	10
3. President	10
4. Vice President	11
5. Secretary	11
6. Treasurer	11
7. Other Officers	12
8. Delegation of Authority and Duties	12
IV. General Powers of the Association	12
1. Common Expenses	12
A. Utility Service for Common Areas and Facilities	12
B. Casualty Insurance	13
C. Liability Insurance	13
D. Workmen's Compensation	13
E. Wages and Fees for Services	13
F. Care of Common Areas and Facilities	14
G. Additional Expenses	14
H. Discharge of Mechanic's Liens	14
I. Certain Maintenance of Units	15
2. Association's Right to Enter Units	15
3. Capital Additions and Improvements	16
4. Rules and Regulations	16
5. Special Services	17
6. Delegation of Duties	17

<u>Heading</u>	<u>Page No.</u>
V. Finances of Association	18
1. Preparation of Estimated Budget	18
2. Reserve for Contingencies and Replacements	19
3. Budget for First Year	19
4. Failure to Prepare Annual Budget	20
5. Books and Records of Association	20
6. Status of Funds Collected by Association	21
7. Annual Audit	21
8. Security Deposits from Certain Unit Owners	21
VI. General Provisions	23
1. Indemnification of Board Members and Officers	23
2. Amendments	25
3. Definitions	25

EXHIBIT A

BYLAWS OF GREENWOOD VILLAGE
CONDOMINIUM NO. 2 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 "Greenwood Village Condominium No. 2 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 owning the entire Ownership interest in a Unit 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, whether fiduciaries, tenants in common or otherwise, own undivided interests in the Ownership Interest in a Unit, each shall be entitled to exercise such proportion of the voting power for such Unit as shall be equivalent to such person's proportionate interest in the Ownership Interest of such Unit.

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 Monday of May 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 authorized to exercise the authority of the President, the Board by action at a meeting, or

a majority of the members acting without a meeting, or of members entitled to exercise at least twenty-five percent (25%) of the voting 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 section (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. Notice 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, by 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

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, one of which for a period of 10 years after the date the Declaration is filed for record shall be designated by Greenwood Village, Inc., which in the Declaration is called "Grantor" and which together with its successors and assigns is herein called "Greenwood". Anything herein or in the Declaration to the contrary notwithstanding, any person designated as a member of the Board by Greenwood and any person nominated by Greenwood for election to the Board need not be a Unit Owner or Occupant to serve on the Board. All other persons nominated or elected to the Board shall be a Unit Owner and Occupant.

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; provided, however, that a vacancy in the position filled by designation of Greenwood shall be filled by a subsequent designation of Greenwood.

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, the term of office of three Board members shall be two (2) years (one of which members shall be designated by Greenwood pursuant to Section 2 of this Article II), 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 place as shall be determined by a majority of the Board, but at least four such meetings shall be held during each fiscal year.

Section 6. Special Meetings. Special meetings of the 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, except the Board member, if any, designated by Greenwood as provided in Section 1 of this Article II, 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.

Section 3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of members 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 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 Common Areas and Facilities, 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 relating 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 the operation of the

Condominium Property or the 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 encumbrances provided,

however, that the Association shall levy a special assessment 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 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 of 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 each participating Unit Owner 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 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 prepaid 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 ten or more Unit Owners or by Greenwood, 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 per cent (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 in 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 obligations 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 of 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 connection 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 members 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, and (iv) any spouse, child, parent, brother or sister of any such Board member or officer. 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.

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
GREENWOOD VILLAGE CONDOMINIUM NO. 2

mail to:
Pg 4
ENV

 55649746
Pg: 1 of 6
09/03/2009 02:12P
CONDO 54.00
John A Donofrio, Summit Fiscal Officer

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR GREENWOOD VILLAGE CONDOMINIUM NO. 2 RECORDED AT VOLUME 5109, PAGE 211 ET SEQ., OF THE SUMMIT COUNTY RECORDS.

Dated 09/03/09

By: JOHN A. DONOFRIO
John A. Donofrio
By: [Signature]
Tom Minninger

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
GREENWOOD VILLAGE CONDOMINIUM NO. 2

WHEREAS, the Declaration of Condominium Ownership for Greenwood Village Condominium No. 2 (the "Declaration") and the Bylaws of Greenwood Village Condominium No. 2 Unit Owners' Association (the "Bylaws"), Exhibit A to the Declaration, were recorded at Summit County Records Volume 5109, Page 211 et seq., and

WHEREAS, the Greenwood Village Condominium No. 2 Unit Owners' Association (the "Association") is a corporation consisting of all Unit Owners in Greenwood Village Condominium No. 2 and as such is the representative of all Unit Owners, and

WHEREAS, Article 16 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 voting power 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 75% of the Association's voting power as of June 30, 2009, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 75% 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 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

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
GREENWOOD VILLAGE CONDOMINIUM NO. 2

WHEREAS, the Declaration of Condominium Ownership for Greenwood Village Condominium No. 2 (the "Declaration") and the Bylaws of Greenwood Village Condominium No. 2 Unit Owners' Association (the "Bylaws"), Exhibit A to the Declaration, were recorded at Summit County Records Volume 5109, Page 211 et seq., and

WHEREAS, the Greenwood Village Condominium No. 2 Unit Owners' Association (the "Association") is a corporation consisting of all Unit Owners in Greenwood Village Condominium No. 2 and as such is the representative of all Unit Owners, and

WHEREAS, Article 16 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 voting power 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 75% of the Association's voting power as of June 30, 2009, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 75% 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 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

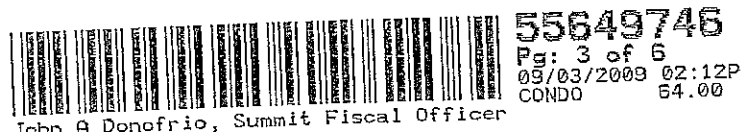
WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Greenwood Village Condominium No. 2 is hereby amended by the following:

INSERT a new BYLAWS ARTICLE IV, SECTION 1, PARAGRAPH J entitled, "Sewer Utility Service." Said new addition, to be added on Page 15 of the Bylaws, Exhibit A of the Declaration, as recorded at Summit County Records, Volume 5109, Page 211 et seq., is as follows:

J. Sewer Utility Service. The cost of sewer utility service for the Common Elements, Limited Common Elements, and Units shall be a Common Expense. The Board has the right and authority to set standards as to the reasonable amount of use of sewer utility service assessed as a Common Expense or "other charge" and to then levy additional Assessments against any Unit Owner to reimburse the Association for excessive use of the sewer utility service by such Unit Owner in such amounts as the Board shall determine.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment making sewer usage a Common Expense. 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 Greenwood Village Condominium No. 2 Unit Owners' Association has caused the execution of this instrument this 27th day of August, 2009.

GREENWOOD VILLAGE CONDOMINIUM NO. 2 UNIT OWNERS' ASSOCIATION

By: Judy Monroe
JUDY MONROE, its President

By: Cindy Rossi
CINDY ROSSI, its Secretary

STATE OF OHIO)
)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Greenwood Village Condominium No. 2 Unit Owners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 3 of 6, 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 Summit Hills, Ohio, this 27th day of August, 2009.

Nancy Anne Wargo
NOTARY PUBLIC

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

NANCY-ANNE WARGO
Notary Public, State of Ohio
My Commission Expires May 5, 2011
Recorded in Summit County

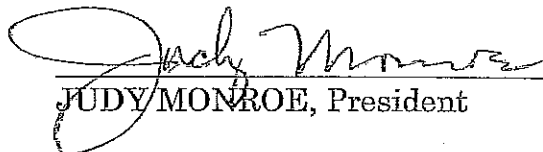
EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

JUDY MONROE, being first duly sworn, states as follows:


1. She is the duly elected and acting President of the Greenwood Village Condominium No. 2 Unit Owners' Association.
2. She caused copies of the Amendment to the Declaration to be mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.
3. Further affiant sayeth naught.



JUDY MONROE, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named JUDY MONROE who acknowledges 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 Summit Hills, Ohio, this 27th day of August, 2009.



NOTARY PUBLIC

NANCY-ANNE WARGO
Notary Public, State of Ohio
My Commission Expires May 5, 2011
Recorded in Summit County

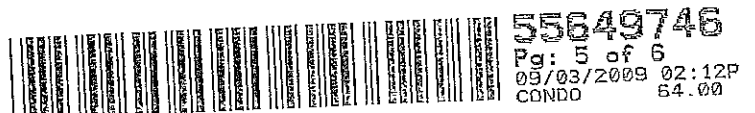


EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Greenwood Village Condominium No. 2 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

Cindy Rossi
CINDY ROSSI, Secretary

STATE OF OHIO)
)
COUNTY OF Summit)

SS. -

BEFORE ME, a Notary Public in and for said County, personally appeared the above named CINDY ROSSI 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 27th day of August, 2009.

Nancy-Anne Wargo
NOTARY PUBLIC

NANCY-ANNE WARGO
Notary Public, State of Ohio
My Commission Expires May 5, 2011
Recorded in Summit County



AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
GREENWOOD VILLAGE CONDOMINIUM NO. 2

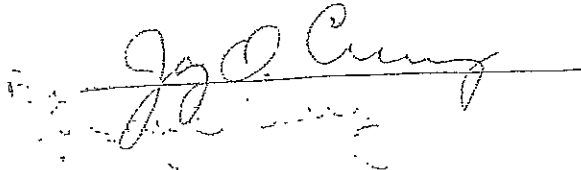
PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR GREENWOOD VILLAGE CONDOMINIUM NO. 2 RECORDED AT VOLUME 5109, PAGE 211 ET SEQ. OF THE SUMMIT COUNTY RECORDS .

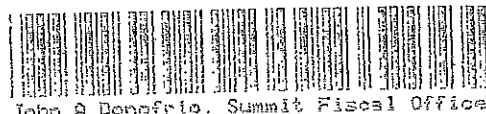
THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR GREENWOOD VILLAGE CONDOMINIUM NO. 2 WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

JOHN A. DONOFRIO

DATED: 1-21-11

BY: _____
FISCAL OFFICER





55756713
Pg: 1 of 4
01/26/2011 08:13A
CONDO 48.00

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
GREENWOOD VILLAGE CONDOMINIUM NO. 2

WHEREAS, the Declaration of Condominium Ownership for Greenwood Village Condominium No. 2 (the "Declaration") and the Bylaws of Greenwood Village Condominium No. 2 Unit Owners' Association (the "Bylaws"), Exhibit A to the Declaration, were recorded at Summit County Records Volume 5109, Page 211 et seq., and

WHEREAS, Section 5311.05(E)(1)(a) of the Ohio Revised Code, as amended on July 20, 2004, authorizes the Board of Directors, without a vote of the Unit Owners, to amend the Declaration "to meet the requirements of institutional mortgages, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions," and

WHEREAS, the Board of Directors approved the following matter to be modified (the "Amendment") in order to bring the Declaration into compliance with Ohio Revised Code Chapter 5311 and the requirements of mortgages, the federal housing administration, and/or federal law, and

WHEREAS, the proceedings necessary to amend the Declaration as permitted by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Greenwood Village Condominium No. 2 have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Greenwood Village Condominium No. 2 is hereby amended by the Board of Directors as follows:

DELETE DECLARATION PARAGRAPH 18, entitled "Sale, Leasing or Other Alienation." Said deletion to be taken from Pages 43-50 of the Declaration, as recorded at Summit County Records, Volume 5109, Page 211 et seq.

INSERT a new DECLARATION PARAGRAPH 18, entitled "Sale of a Unit." Said addition, to be made on Page 43 of the Declaration, as recorded at Summit County Records, Volume 5109, Page 211 et seq., is as follows:



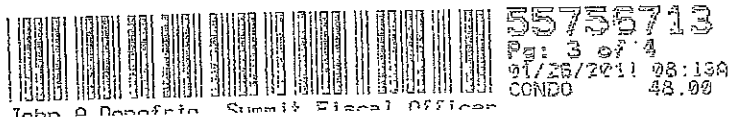
18. Sale of a Unit. The Association shall have no right of first refusal with respect to the purchase or lease of a Unit, and a Unit Owner shall be able to transfer his Unit freely by sale or gift provided that, prior to the transfer, the Unit Owner shall submit to the Association: (a) the new Unit Owner's name and address, and (b) a written verification that the new Unit Owner has received a set of governing documents, including the Declaration, Bylaws and Rules of the Association (a set may be obtained from the Association at a nominal charge). An additional purpose that this information be submitted is to provide the Association with an opportunity to verify that the Unit's assessments are current.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment regarding the sale of a Unit. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Greenwood Village Condominium No. 2 Unit Owners' Association has caused the execution of this instrument this 6th day of January, 2011.

GREENWOOD VILLAGE CONDOMINIUM NO. 2
UNIT OWNERS' ASSOCIATION

By: 
JUDITH MONROE, its President



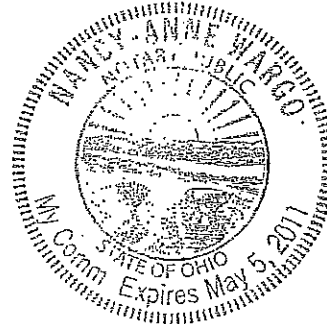
STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Greenwood Village Condominium No. 2 Unit Owners' Association, by Judith Monroe, its President, who acknowledged that she did sign the foregoing instrument, on Page 3 of 4, and that the same is the free act and deed of said corporation and the free act and deed of her personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Sagamore Hills, Ohio, this 6th day of January, 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
(216) 696-0650