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North Coast Properties Inc.

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

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

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Tim Davis, County Auditor

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VOL 568 Pg 23-108
RALPH JAMES
RECORDER

*For Plat see Vol 127 Pgs 1 & 2 sheet 6
Incl.*

Ralph James
COUNTY OF SUMMIT

*397.90 Plat
89.00 Declar.*

*OK R. J. J. 486.90
11.12.81*

VOL 6568 PAGE 23

VERSAILLES AT HUDSON CONDOMINIUM
HUDSON, OHIO

DECLARATION OF CONDOMINIUM OWNERSHIP

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

11-12-81
Form Looks OK
MJD

Summit County, Ohio Auditor

By Jim Harris
Deputy Auditor

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DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

VERSAILLES AT HUDSON CONDOMINIUM

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

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

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

1. DEFINITIONS.

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

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

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

reasonable cost of collection of any unpaid assessment and charges (including court costs and reasonable attorney's fees).

(c) "Association" or "Unit Owners' Association" means Versailles at Hudson Condominium Unit Owners' Association.

(d) "Board" or "Board of Managers" means the governing body of the Association.

(e) "By-Laws" means By-Laws of the Association, attached hereto as Exhibit "B" and made a part hereof.

(f) "Condominium Rules" or "Rules" means such rules and regulations as the Declarant or the Board from time to time may adopt relative to the use of the Condominium Property or of any part thereof.

(g) "Declarant" means North Coast Properties, Inc., or any successor in interest, transferee or assignee of North Coast Properties, Inc., including but not limited to Versailles Development Co., which stands in the same relation to the condominium development as the original Declarant herein. Any rights, privileges or waivers of restrictions contained in this Declaration or in the By-Laws which apply to the original Declarant shall likewise apply to any such successor, transferee or assignee.

(h) "Drawings" means the drawings prepared, certified and recorded in accordance with Sections 5311.06 and 5311.07 of the Act, which drawings are marked Exhibit "C" and are incorporated herein by reference as if fully rewritten herein at length.

(i) "First Mortgage" or "Mortgage" means the holder of a First Mortgage on a Unit. "First Mortgage" means a First Mortgage lien on a Unit.

(j) "Occupant" means the natural person(s) residing in a Unit.

(k) "Person" means a human being, a corporation, partnership, trust and any other legal entity to which the law attributes the capacity of having rights and duties.

(l) "Rental for transient or hotel purposes" shall mean (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the Unit are provided customary hotel services.

(m) "Unit" means a part of the Property specified as a Unit herein and so shown on the Drawings attached hereto as EXHIBIT "C", and so listed on EXHIBIT "D", both of which are by this reference made a part hereof.

(n) "Unit Owner" means a person who owns a Unit and an undivided percentage interest in the Common Areas and Facilities.

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

2. NAME.

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

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

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

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

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

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

the completion of any contemplated improvements and the sale of the Units, including but not limited to maintenance of construction facilities and offices, sales offices, model Units, placement of signs on the Condominium Property and rights of ingress thereto and egress therefrom. Neither the Unit Owners nor the Association shall make any use of the Condominium Property nor interfere with any completion of improvements, remodeling or sale of the Units.

(2) The Common Area and Limited Common Area shall not be used in a manner which is inconsistent with the residential character of the Condominium Property. Except as otherwise provided herein, no one shall obstruct, commit any waste in or otherwise cause any damage beyond reasonable wear and tear to the Common Area or the Limited Common Area; nothing shall be stored in the Common Area or Limited Common Area which creates or would create in the reasonable judgment of the Board an unsafe or unsightly appearance without the prior written consent of the Board or the Declarant and nothing shall be altered, constructed in or removed from the Common Area or Limited Common Area without the prior written consent of the Board or the Declarant.

(3) No noxious or offensive use shall be made of any part of the Condominium Property and nothing shall be done thereon or therein which is or will become an annoyance or nuisance to the other Unit Owners. No use shall be made of any part of the Condominium Property which will constitute a fire hazard or which will result in the cancellation of insurance on any part of the Condominium Property or which is in violation of any law, ordinance or governmental regulation applicable thereto. No use shall be made of any part of the Condominium Property which will increase the rate of insurance on the Common Area or Limited Common Area, without prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in a Unit or in the Common Areas and Facilities which is in violation of any law or regulation of any governmental authority, this Declaration or the Condominium Rules.

(4) No signs (except as provided in subparagraphs 3(c)(1) and 3(c)(8) hereof, awnings or canopies, shutters, clotheslines, radio or television antennas, or other device, shall be hung, posted or otherwise placed upon the exterior walls or roof of any Unit or the Building, or upon any balcony or patio, without the prior written consent of the Board.

(5) Only household pets may be kept in any Unit; provided, however, the Board may limit or restrict the number and kinds of pets which may be kept and may otherwise regulate the keeping of pets. Any animal causing or creating a nuisance or unreasonable disturbance shall be permanently

removed from the Condominium Property following seven (7) days' prior written notice from the Board.

(6) Nothing shall be done in any Unit, or in, on, or to the Common Areas and Facilities or Limited Common Areas and Facilities which will impair the structural integrity of the Condominium Property or which would structurally change the Condominium Property except as is otherwise provided herein or except as may be approved in writing by the Declarant or the Board.

(7) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Areas and Facilities. The Common Areas and Facilities shall be kept free and clear of rubbish, debris and other unsightly materials.

(8) There shall be no "For Sale" or "For Rent" signs or other window displays or advertising maintained or permitted on any part of the Condominium Property or in any Unit. The right is reserved by Declarant or its agents, successors or assigns, to place "For Sale" or "For Rent" signs on any part or parts of the Condominium Property (excepting sold Units), and the right is hereby given to any Mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such Mortgagee. After the sale of all the Units by the Declarant, the Board shall have the right to permit or not permit "For Sale" or "For Rent" signs on any Unit or on the Condominium Property for the purpose of facilitating the disposal of the Units by any Unit Owner, Mortgagee or the Association.

(9) There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Areas and Facilities except in accordance with rules and regulations adopted by the Association.

(10) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploitation, or otherwise, shall be conducted, maintained or permitted on any part of the Condominium Property, except as permitted in this Declaration. Nothing in this Declaration or the By-Laws shall be construed to prohibit, and the right is hereby reserved by the Declarant and granted to the Association, to maintain and permit "Commercial" enterprises in the Common Areas and Facilities (such as coin-operated washers, dryers and vending machines) provided that such operation shall be primarily intended for the convenience and welfare of the Unit Owners of the Condominium Property notwithstanding that the enterprise(s) may produce a profit.

(11) No Unit Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Areas and Facilities or by vacating or abandoning his Unit.

(12) Each Unit Owner shall furnish written notice to the Secretary of the Association of the name and address of such Unit Owner's Mortgagee(s) and of any change in the name and address of such Mortgagee(s).

(13) The President of the Association must be an occupant of the Condominium Property and a Unit Owner of one of its Units; provided, however, that subject to the provisions of Section 5311.08 of the Ohio Revised Code and of the By-Laws, the Declarant may designate those persons who shall serve as the initial members of the Board and as the initial officers of the Association and said initial Board Members and/or Officers need not be occupants of the Condominium Property nor Unit Owners.

(14) Units shall not be rented by the Unit Owner(s) for transient or hotel purposes. Other than the foregoing restrictions, the Unit Owners shall have the right to lease the Units provided that each such lease is made subject to the covenants and restrictions contained in this Declaration, to the By-Laws attached hereto, to the reasonable rules and regulations of the Association, and to all subsequent amendments or modifications of such Declaration, By-Laws, rules and regulations. Garage Units may be leased or rented only to Owners or Occupants of Residential Units. This subparagraph shall not apply to Units owned by the Declarant. Such Units may be leased by the Declarant for a greater or lesser period than thirty (30) days and without approval of the Board of the Association.

4. GENERAL DESCRIPTION OF THE BUILDINGS.

As of the date of the filing of this Declaration, the general description of the Buildings, the principal materials of which they are constructed, and the number of stories and units in each are set forth below:

The complex is comprised of three multi-family residential buildings situated on approximately 10.49 acres fronting Atterbury Boulevard on the South, Lennox Drive on the West, Owen Brown Street on the North, and bordered on the north east property line by a railroad. The building addresses are 75, 77 and 79 Atterbury Boulevard, Hudson, Ohio and are referred to as buildings 75, 77 and 79 respectively.

In addition to the buildings there is a concrete, inground, heated pool with pool house containing boiler room and two lavatories, one paved tennis court and a playground area with recreational equipment. There is a guard house at the Atterbury Boulevard entrance to the complex.

Driveways and approximately 140 surface parking spaces are paved with asphalt.

Each of the three buildings is a three (3) story structure of the English basement type (i.e. the first story of Units is partially below grade) set over a sub-basement. The sub-basement walls are poured concrete over poured concrete footers. The Garage Units are located in the sub-basement of each building. There is a heating room, laundry room with coin operated washers and dryers (which are not part of the condominium property), car wash areas, rubbish room and closet in the sub-basement of each building adjacent to the elevator and stairwell. Each sub-basement is sprinklered. One end of each sub-basement is partitioned off as a locker room with individually numbered lockers as shown in the Declarant's drawings.

The exterior walls of the buildings are brick veneer on wood framing. The floor above the sub-basement is made of precast concrete plank supported by two lines of concrete beams resting on concrete columns. All framing in each of the buildings is wood. Interior finish is drywall.

All Buildings have a hipped roof covered with asphalt shingles, with a depressed flat roof in the center upon which air conditioning equipment serving individual Residential Units is located. Gutters and downspouts are galvanized sheet metal.

The Buildings are compartmentised with concrete block fire walls running from the concrete floors above the garages to the underside of the roof. Buildings 75 and 79 have four and Building 77 has five such fire walls. Corridor doors through these walls are steel and are held open by electro-magnetic door holders which are operated by heat detectors located in each corridor compartment and at the top of all stairs.

All English basement Units have a sunken patio bordered on three sides by concrete block walls. All second and third level Units have balconies.

Windows and balcony and patio doors are aluminum, single glazed, with screens. The ceiling over the top floor is insulated with loose insulation poured between the joists.

There are four entrances to each Building. The main entrance to each building contains a lobby with security entrance system, intercom and mail boxes. Each Building has a self-operating elevator located within the secured area of the building.

Building 75 contains a total of forty-seven (47) residential Units and forty-one (41) garage Units. Suite number 75-108 and garage space 7-13G in Building 75 are reserved as common areas for use by a building superintendent and are not included in the Units referred to herein or in the Exhibit "D". There are fifteen (15) residential Units on the first level and sixteen (16) residential Units each on the second and third levels. The garage Units are located in the sub-basement.

Building 77 has a total of forty-six (46) residential Units and forty-five (45) garage Units. There are sixteen (16) residential Units each on the first and second levels and fourteen (14) residential Units on the third level. The garage Units are located in the sub-basement.

Building 79 contains a total of forty-eight (48) residential Units and forty-two (42) garage Units. There are sixteen (16) residential Units on each of the three levels. The garage Units are located in the sub-basement.

Each owner of a residential Unit shall have the exclusive right to use one (1) storage area or locker located on the Condominium Property, each of which storage areas or lockers are hereby declared to be an Exclusive Use Area. The right of exclusive use shall be, and is hereby declared to be, an appurtenance to ownership of each residential Unit; provided, however, the actual space to be used shall be assigned by the Declarant (or subsequently by the Board), and that assignment shall be reflected on the records of the Association. While the right of use to at least one storage area or locker is declared to be an appurtenance to ownership of a residential Unit, no right to a particular storage area or locker is being created hereby, it being the intention hereof that reasonable reassignments of storage areas or lockers, reasonably convenient to the Unit Owners to which they are assigned, may be made by the Board. The use of the storage areas or lockers shall be subject to the reasonable rules and regulations of the Board.

5. DESCRIPTION OF UNITS.

The Condominium Property consists of two hundred sixty-nine (269) Units of which one hundred forty-one Units are for residential purposes and one hundred twenty-eight (128) are for parking purposes in the sub-basements. The numerical designation, location, layout, dimensions of and number of rooms in each Unit and the location of the immediate Common Areas or Limited Common Areas to which such Unit has access are graphically shown on the Drawings or set forth in this Declaration and/or Exhibits hereto.

Each of the two hundred sixty-nine (269) Units shown on the Drawings is hereby declared and established as a separate freehold estate. Each of the one hundred forty-one (141) Units for residential purposes shall consist of the air space between the horizontal and vertical planes as delineated by the undecorated interior surfaces of the perimeter walls, floors and ceilings of Unit, projected if necessary, by reason of structural divisions such as interior walls and other partitions to constitute a complete enclosure of space, including, without limitation the following:

(a) All plaster or plasterboard or wood subfloor contiguous to the undecorated interior surfaces of the perimeter walls, floors and ceilings of a Unit;

(b) The decorated surfaces, including paint, lacquer, varnish, wallpaper and any other finishing material applied to

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said perimeter walls, floors and ceilings and also the aforesaid finishing material applied to the interior walls, floors and ceilings;

(c) All fixtures located within the bounds of a Unit, installed in and for the exclusive use of said Unit commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving more than one Unit.

(d) The receptacle and switch plates and covers, grills, vent covers, registers, and other coverings of space, light fixtures, and control knobs, within the bounds of a Unit and which serve only the Unit;

(e) All non-structural interior walls (other than walls separating Units) and all space between interior walls, including the space occupied by structural component parts of the Building and by utility pipes, wires, lines and conduits within the bounds of a Unit; and

(f) All windows and doors including their respective frames, glass, and sashes located in the perimeter walls, floors, or ceilings of a Unit are part of the Unit.

(g) All plumbing, electric, heating, cooling and other utility or service equipment, fixtures, lines, pipes, wires, ducts or conduits which exclusively serve either the Unit or the fixtures located therein, and which are located within the bounds of the Unit;

(h) Without limiting the foregoing, all spaces occupied by any Common Area located within the bounds of a Unit;

But excepting therefrom all of the following items located within the bounds of the Unit as described above, (but to the extent the following are Limited Common Area as defined in the Declaration, they are to be used and enjoyed by the Owner or Occupant of the Unit in or to which they are appurtenant):

(a) All walls, floors and ceilings separating or delineating Units, except the decorated surfaces thereof;

(b) All structural portions of the Building, lying within bounds of a Unit;

(c) All plumbing, electric, heating, cooling, ventilating and other utility or service lines, pipes, ducts, wires, plugs, outlets, conduits and valves existing within a Unit to their place of connection to the toilets, sinks, valves, registers, grills, outlets, light fixtures, appliances and receptacles within a Unit and/or to their tap, plug or shutoff valve within a Unit, and all such lines, pipes, ducts, wires, plugs, outlets, conduits, and

valves which serve or may serve more than one Unit or the Common Area;

(d) The valves, plugs and switches at the end of any lines, pipes and wires which constitute Common Areas;

(e) Without limiting the foregoing, all Common Area and Limited Common Areas located within the bounds of a Unit.

Each of the one hundred twenty-eight (128) Units for garage purposes shall consist of the space bounded by a wall, either real or imaginary on four sides of a space as shown on the drawings attached as Exhibit "C". If no real wall exists, it shall be considered to exist upon the line(s) shown in the drawings attached hereto as Exhibit "C" which lines delineate the boundaries of each garage Unit. The space shall be further bounded by the floor and the ceiling above. Notwithstanding anything contained in this Declaration or the By-Laws to the contrary, the Association shall be responsible for the maintenance and repair of the sub-basement areas including garage Units. No owner of a garage Unit shall erect any walls, barriers or other indicia of the boundaries of the Unit. No garage Unit shall be conveyed except to an owner of a residential Unit, the Association or the Declarant.

Each Unit has a direct access to a public street or highway or to a Common Area leading to a public street or highway.

6. DESCRIPTION OF COMMON AREAS AND FACILITIES AND LIMITED COMMON AREA AND FACILITIES.

(a) The Common Area shall consist of all parts of the Condominium Property except the Units. Without limiting the generality of the foregoing, the Common Area includes the following, whether existing or hereinafter installed and whether or not located within the bounds of a Unit:

(i) The foundations, columns, girders, floors, beams, supports, structural walls, rafters, roofs, elevator shafts, sub-basement structural components, decorative walls, entrance area gatehouse and floors and ceilings if they support or contain the Common Areas and Facilities;

(ii) The yards, gardens, trees, shrubbery, lawns, driveways, walks, pavements, surface parking areas, and all fixtures and equipment located therein, all of which are or may be located on the real property described in Exhibit "A";

(iii) Hot water heaters, boilers, pumps and equipment (including the heating systems for garage ramps), sprinkler heads and parts, ducts and installations related thereto;

(iv) Installations of any central or common services such as power, light, telephone, gas, hot and cold water and common meters therefor, heating, intercom, all pipes, storm

and sanitary sewers, ducts, wires, conduits, trash chutes and receptacles, television antenna and lines, lines for cable antenna television service, exterior lighting, receptacles, switches, grills, thermostats and control devices which are a part of, connected to, or used in conjunction with any of the foregoing;

(v) All storage areas whether rooms or lockers for tools and maintenance equipment, all other storage areas wherever located in the Buildings, all foyers, stairways, hallways, entrances and exits to the Buildings, the lobbies, entranceways and mail receptacles, and all ramps and areas of access to the garage Units;

(vi) The elevators, tanks, pumps, motors, fans, compressors and, in general, all apparatus and installations existing for central or common services or use;

(vii) All other parts of the Condominium Property necessary or convenient to its existence, recreation, maintenance and safety, or normally in common use;

(viii) Superintendent's Suite No. 75-108 and garage space 75-13G as shown on the Drawings which may be used or leased by the Association for the building superintendent or for any other purpose that the Association may prescribe;

(ix) The swimming pool and pool building containing lavatories and equipment, tennis court and playground and playground equipment;

(x) Any room(s) or structure(s) within or attached to the Buildings containing Common Facilities, such as water and gas meters, laundry facilities, mail receptacles, trash collection, electric panels, switches, boilers and other utilities and mechanical equipment and systems;

(xi) The three (3) garage spaces designated on the Drawings as spaces numbered 75-12G in the sub-basement of Building 75, 77-13G in sub-basement of Building 77 and 79-32G in the sub-basement of Building 79 which may be used or leased by the Association as car wash areas or for any other purpose that the Association may prescribe, and;

(xii) All repairs and replacements of any of the Common Area.

(b) The Common Area comprises, in the aggregate, a single freehold estate, shall be owned by the Unit Owners as tenants in common and shall remain undivided. No action for partition of any part of the Common Areas and Facilities shall be maintainable, except as provided in this Declaration or the Act, 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 as between such co-owners.

(c) Except as otherwise limited and restricted herein, each Unit Owner shall have the right to use the Common Area in accordance with its intended purposes, for all purposes incident to the use and occupancy of his Unit as a place of residence, including without limitation the non-exclusive easement, together with other Unit Owners, to use and enjoy the Common Area for ingress and egress to and from their respective Units, and for such other uses as are permitted by this Declaration, which rights shall be appurtenant to and run with his Unit; provided, however, that no person shall use the Common Area or any part thereof in such manner as to interfere with, restrict or impede the use thereof by others entitled to the use thereof, or in any manner contrary to or not in accordance with this Declaration and the rules and regulations promulgated by the Association. The Declarant and the Association shall each, subject to the provisions of this Declaration, have the right, but not the obligation, to promulgate rules and regulations governing the use of the Common Area, Limited Common Area and the use of any Exclusive Use Areas as hereinafter defined.

(d) Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy to the exclusion of all others the Limited Common Areas and Facilities which are located within the bounds of his Unit or which serve only his Unit. The Limited Common Areas and Facilities with respect to each Unit (or group of Units) shall consist of such of the following as may be construed to be Common Area:

(i) All structural interior walls and one-half of any wall separating one Unit from the other, doors (including the entrance door to each Unit and all hardware attached thereto), floors, ceilings and rafter ceilings located within the bounds of such Unit, excluding the structural and component parts thereof.

(ii) All glass and screens within window and door frames within or attached to the perimeter walls of such Unit including the sliding glass doors leading to the patios or balconies; and all doors, hinges, locks, latches and hardware within or on the perimeter walls of such Unit or on the Limited Common Areas and Facilities belonging to such Unit;

(iii) All ducts and plumbing, electrical and other fixtures, equipment and appurtenances, including all heating, air-conditioning, ventilating and intercom equipment and systems located in a Unit, thermostats and control devices, if any, and sanitary and storm sewer cleanouts located within the bounds of such Unit or located outside the bounds of a Unit but serving a particular Unit, and the structure (and

space thereof), if any, located outside such Unit containing equipment serving only such Unit; and all the air conditioning equipment serving each Unit but located on the roofs of the buildings. Access to such equipment may be made subject to reasonable restrictions by the Declarant and/or the Association.

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

(v) The patio or balcony adjacent to and only serving the Unit as more particularly shown on the Drawings; provided, however, the use of such patios and/or balconies shall be subject to the reasonable Rules promulgated by the Declarant or the Association;

(vi) All other parts of the Common Area located within the bounds of such Unit and which serve only such Unit;

Except as otherwise provided herein and subject to the rights of the Association to maintain for and on behalf of the Unit Owners all or parts of the Limited Common Areas and Facilities, each Unit Owner has the responsibility of maintaining the Limited Common Areas and Facilities appurtenant to his Unit as provided in this Declaration.

(e) Each Unit Owner is hereby granted an exclusive but revocable license to use and enjoy such Exclusive Use Areas ("Exclusive Use Areas") as the Association may designate and assign to such Unit Owners; upon and subject to such terms and conditions (including the payment of a fee therefor to the Association) as the Association may determine. Without limiting the generality of the foregoing, and by way of example, an Exclusive Use Area may be (but is not required to be) a numbered surface parking space and/or any storage spaces or areas which may exist or hereafter be created or constructed. The Association may, also, hereafter designate specific, clearly defined parts of the Common Area for a particular use or uses which serve the general welfare of all or a number of the Unit Owners and are beneficial to the Condominium Property. All such part or parts and use thereof shall at all times be subject to such rules, regulations, terms and conditions as may be promulgated by the Association and shall at all times be subject to change and removal from the designation of Exclusive Use Areas by the association. Without limiting the generality of the foregoing, the Association may at any time and from time to time revoke any license granted hereunder and reassign the use of such Exclusive Use 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 and/or user thereof.

(f) The Declarant or the Association shall have the right but shall not be obligated to designate surface parking space(s) for the exclusive use of employee(s). Additional surface parking spaces, if any, may be rented by the Association or prior to its formation by the Declarant for rents to be determined by the Association or by the Declarant, as the case may be. A number of surface parking spaces may be allocated for visitors to the Condominium Property.

7. SUBDIVISION OR COMBINATION OF UNITS.

(a) Subject to and only if permitted by the provisions of the Act and all holders of first mortgages (it being understood that subdivision or combination of Units is not permitted by the Act on the date that this Declaration is filed for record) and all other governmental laws, ordinances, rules and regulations, a Unit may be subdivided by the Unit Owner thereof into two or more separate new Units, a Unit or any portion thereof may be transferred by the Unit Owner thereof to the Unit Owner of a Unit or Units adjacent thereto, and may be combined with such adjacent Unit or Units, and made a part thereof, for use together with such adjacent Unit or Units (thereby forming a new larger Unit), and the Common Areas and Facilities affected by such subdivision or transfer and combination may be located or relocated, as required to effect such subdivision or transfer and combination, provided that such subdivision or transfer and combination is made in compliance with the Act and the following provisions. No rights and obligations with respect to any Unit shall be affected, no percentage of ownership in the Common Areas and Facilities shall be reallocated, and no such subdivision or transfer and combination shall be effective, unless the same is expressly provided for in this Paragraph 7 and unless the same is made in compliance with the requirements of the Act and this Paragraph 7. The Unit Owner or Unit Owners desiring to make such subdivision or transfer and combination shall make written application to the Board requesting an amendment to this Declaration (including the Drawings) containing (i) a survey of the proposed alterations of the affected Unit or Units and the affected Common Areas and Facilities, and (ii) a calculation of the proposed reallocation to the new Units to be created by such proposed subdivision or transfer of the percentage of interest in the Common Areas and Facilities appurtenant to such affected Unit or Units. Any Unit Owner desiring to alter any part of the Common Areas and Facilities separating and located between and exclusively serving one or more Units to be transferred and combined pursuant to the provisions of the Act and this Paragraph 7(a) shall in addition comply with the applicable provisions of Paragraph 7(b) hereof. No such proposed subdivision or transfer and combination shall be effective unless first approved in writing by a majority of members of the Board. If so approved by the Board, and notwithstanding the requirements of the Paragraph 25 hereof, such proposed subdivision or transfer and combination shall be effective upon recording of an amendment to this Declaration, consistent with and reflecting said subdivision or transfer and

combination, and executed by the Unit Owner or Owners of the affected Unit or Units, together with the amended Drawings, in accordance with the Act. Each other Unit Owner shall be deemed to have consented to any such amendment and no further action or consent by or from such other Unit Owners shall be necessary to make any such amendment effective. Such amendment shall also specify the resultant reapportionment of the percentage of interest in the Common Areas and Facilities, the proportionate share of the Common Profits and Common Expenses and the voting power of the Unit or Units resulting from the division or combination, the total of which, in each case, shall equal the interest, share and power of the former Unit or Units divided or combined. Any expenses incurred in connection with accomplishing any such subdivision or transfer and combination, as provided hereunder, including without limitation, attorneys' fees, shall be paid by the Unit Owners of the Units involved, and such Unit Owners shall be jointly and severally liable for the payment thereof.

(b) That part of the Common Areas and Facilities separating and located between and exclusively serving two or more adjacent Units used together (including, without limitation, portions of any hallway and any walls) may be altered to afford ingress and egress to and from such Units and to afford privacy to the Occupants of such Units when using such Common Areas and Facilities, and that part of the Common Areas and Facilities so altered may be used by the Unit Owner or Owners of such Units as a licensee pursuant to a license agreement with the Association, provided that (i) the expense of such alterations shall be paid in full by the Unit Owner or Owners making such alteration; (ii) such Unit Owner or Owners shall pay in full the expense of restoring such Common Areas and Facilities to their condition prior to such alteration in the event such Units shall cease to be used together, as aforesaid; and (iii) Such alteration shall not interfere with the use and enjoyment of the Common Areas and Facilities (other than the aforesaid part of the Common Areas and Facilities separating such adjacent Units) by other Unit Owners, including without limitation, reasonable access and ingress to and egress from the other Units in the hallway affected by any such alteration.

8. PERCENTAGE OF INTEREST IN COMMON AREAS.

Each Unit Owner shall be entitled to ownership of an undivided interest in the Common Areas and Facilities, percentage representation for voting purposes in the Association and percentage interest in the Common Profits and Common Expenses based upon the par value of each Unit as determined by the Declarant, each of which par values is expressed as a percentage and is more fully set forth in Exhibit "p" attached hereto and made a part hereof (each of which par value is referred to herein as a "percentage of interest" or "percentage interest").

The respective undivided percentages of interest for each Unit as expressed by the par values set forth in Exhibit "p" were determined by

the Declarant based upon the Declarant's opinion of the relative value, amenities and characteristics of each Unit as compared to every other Unit and cannot be changed, altered or amended except if changed pursuant to the provisions of Paragraph 7 hereof or by an amendment to this Declaration unanimously approved by all of the Unit Owners and their respective first Mortgagees. Declarant, for itself and its successors and assigns, covenants and agrees that the respective undivided percentages of interests in the Common Areas and Facilities and the fee titles to the respective Units, shall not be separated or separately conveyed, encumbered, inherited or devised by Declarant and each said undivided percentage of 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 said Unit.

For purposes of conveyance of title to purchasers of the individual Units, description by Unit number and reference to this Declaration and the Drawings shall be adequate to convey the Condominium Ownership Interest to the Unit together with and subject to the easements of record or those which are specified herein. The conveyance of a Unit by Unit number shall also include inseparably the percentage of interest in the Common Areas and Facilities for such Unit as set forth in Exhibit "D".

9. UNIT OWNERS' ASSOCIATION.

Declarant shall form Versailles at Hudson Condominium Unit Owners' Association which shall administer the Condominium Property. Each Unit Owner shall be a member of the Association, which membership shall terminate upon the sale or other disposition by such member of his Unit. At which time the successor Unit Owner shall become a member of the Association. The formation of the Association and the administration of the Condominium Property shall be in accordance with the provisions of the Act, this Declaration and the By-Laws of the Association which are attached hereto as Exhibit "B".

10. STATUTORY AGENT.

The President of the Association or such other person who is designated by the Board shall serve as the Statutory Agent to receive service of process for the Association. Until such designation is made, Joseph T. Aveni having an address at 77 Atterbury Boulevard, Unit 304, Hudson, Ohio 44236, shall be designated as such Statutory Agent. The name and address of the Statutory Agent (and of each successor) shall be filed with the Ohio Secretary of the State on the customary forms prescribed therefor.

11. INSURANCE AND PROCEDURES IN THE EVENT OF DAMAGE OR DESTRUCTION.

(a) Insurance to be Obtained. The Association as a Common Expense shall obtain, pay for and maintain, to the extent obtainable, the following insurance:

(1) Casualty insurance on the property and all other structures and improvements constituting a part of the Condominium Property, other than improvements located in the bounds of each Unit which have been placed therein by or on behalf of parties other than Declarant or the Association. That is, the Condominium policy shall insure the fixtures, installations, wall and floor coverings, cabinetry, sinks, disposals, toilets, partitions and other improvements which have been installed by the Declarant or its predecessors in title or its or their lessees or shall in the future be installed by the Declarant, but the Association shall not insure any improvements within the bounds of a Unit placed therein by or on behalf of any one other than the Declarant or its predecessors in title or its or their lessees or the Association. The burden shall be upon the Unit Owner to determine whether improvements located within the bounds of such Owner's Unit are insured under the Association policy. The casualty insurance to be purchased hereunder shall be in the amount of the full replacement cost of the Building, structures, and improvements, exclusive of excavations and foundations, and shall insure against loss or damage by fire, lightning, and such perils as are commonly known as "extended coverage", and vandalism and malicious mischief.

Such insurance shall be written in the name of and the proceeds thereof shall be payable to the Board as Trustee for the Unit Owners and their respective First Mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of such insurance to the Unit Owners and their respective First Mortgagees. Notwithstanding the above, until the Association shall be formed, the insurance may be written in the name of and the proceeds thereof shall be payable to the Declarant and Declarant's Mortgagees, as their respective interests may appear.

(ii) Third party liability insurance in form and in such amounts as the Board may from time to time determine, but in no event shall the limits of liability be less than ONE MILLION DOLLARS (\$1,000,000.00) for death, bodily injury and property damage per occurrence, insuring the Declarant, each member of the Board, the Officers of the Association, the Managing Agent, if any, hired by the Association and the Unit Owners, and with cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder. This insurance, however, shall not insure against the individual liability of a Unit Owner for personal liability arising out of the ownership, maintenance or use of his Unit or Units and/or any automobiles or motor-driven vehicles driven by or on behalf of such individual Owner(s), but shall insure the Declarant, the Association's Officers, each member of the Board and the Managing Agent for death, personal injury or property damage arising from or relating to the ownership, maintenance or use of a Unit by its Unit Owner.

(iii) Worker's compensation insurance as required by law.

(iv) Such other insurance as the Declarant prior to the formation of the Association and the Board thereafter may determine, including, without limitation, errors and omissions insurance, liability insurance for Board Members and the Managing Agent, all risk coverage under the casualty insurance and fidelity coverage against dishonest acts of persons handling Association funds.

(b) General Insurance Provisions. All insurance affecting the Condominium Property shall be governed by the following provisions:

(1) The original of all policies and endorsements thereto shall be deposited with the Declarant or Board after the formation of the Association which shall hold them subject to the provisions of subparagraph (c) of this Paragraph.

(ii) Exclusive authority to adjust losses under policies hereafter in force on the Condominium Property shall be vested in the Declarant prior to the formation of the Association and thereafter in the Board; provided, however, that no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(iii) Each Unit Owner may obtain additional insurance at his own expense; provided, however, that no Unit Owner shall be entitled to obtain coverage on those items insured under the policy or policies required to be purchased under subparagraph (a)(i) of this Paragraph, (the "Master Policy"), or to otherwise exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Declarant or the Association, on behalf of all of the Unit Owners and their First Mortgagees, may realize under any insurance policy which the Declarant or the Association may have in force on the Condominium Property at any particular time; and provided, further, that each policy of insurance obtained by any Unit Owner shall contain, if obtainable, a clause or endorsement providing in substance that the insurance shall not be prejudiced if the insureds have waived right of recovery from any person or persons prior to the date and time of loss or damage, if any.

(iv) Any Unit Owner who obtains an individual insurance policy covering any portion of the Condominium Property, other than improvements not insured by the Association or Declarant and personal property belonging to such Unit Owner shall be required to file a copy of each such individual policy with the Secretary of the Association within 30 days after the purchase of such insurance. If said policy could

prejudice the Master Policy, the Association shall have the right to require the Unit Owner to cancel said policy immediately.

(v) It shall be the responsibility of each Unit Owner at his own expense to provide, as he sees fit, Condominium Unit Owner's liability insurance for his Unit, theft and other insurance covering improvements, betterments and personal property damage and loss not covered under the Master Policy. The Declarant or Association shall have no responsibility or obligation to insure such matters or against such risks for or on behalf of the Unit Owners. In allocating among the Unit Owners any insurance proceeds received by the Declarant or the Association, the Declarant or the Association may adjust the proportionate share of such proceeds allocable to a Unit to reflect the matters which should be paid by (and insured by) the Unit Owners.

(vi) The Board shall conduct a periodic insurance review which may, at the option of the Board, include a replacement cost appraisal, without respect to depreciation, of all improvements constituting the Condominium Property (with the exception of improvements not covered under the Master Policy) by one or more qualified persons. If a Unit Owner should replace any item covered under the Master Policy, said Unit Owner should use his best efforts to promptly inform the Association of such replacement and the cost thereof.

(vii) Every reasonable effort shall be made to secure insurance policies that will provide for the following:

(1) a waiver of subrogation by the insurer as to any claim against the Declarant, Board, Officers of the Association, the Managing Agent, if any, the Unit Owners and any Occupants;

(2) that the Master Policy cannot be cancelled, invalidated or suspended on account of any one or more individual Unit owners and the conduct of any one or more Unit Owners shall not constitute grounds for avoiding liability on any such Policy.

(3) that the Master Policy cannot be cancelled, invalidated or suspended on account of the conduct of any director, officer or employee of the Association or its duly authorized Managing Agent, if any, without a prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its Managing Agent, if any, Unit Owner or Mortgagee;

(4) that in any "other insurance" clause the

Master Policy exclude individual Unit Owners' policies from consideration;

(5) that notwithstanding any provision of any policy which gives the insurer 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

(6) that the amount of coverage of any policy shall not be reduced nor shall the coverage of any policy be cancelled for non-payment of premiums without the insurer or insurers providing written notice at least ten (10) days prior to the effective date of any reduction or cancellation to each holder of a first mortgage upon a Unit of which such insurer or insurers have written notice.

(viii) The Master Policy may contain a deductible not exceeding One Thousand Dollars (\$1,000.00) unless the Declarant prior to formation of the Board and the Board thereafter shall have adequate cash reserves or shall have made other reasonable arrangements for the self-insurance of a larger deductible portion of any loss.

(c) Procedure in the Event of Damage or Destruction

(i) Adjustment of Loss; Determination of Cost.
Immediately after the damage or destruction by fire or other casualty to all or any part of the Condominium Property covered by the Master Policy, the Board or their duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Such costs may include professional fees and premiums for bonds. Repairs or reconstruction, as used in this subparagraph, means repairing or restoring the Common Area, Limited Common Area and that portion of the Unit or Units and improvements therein required to be covered under the Master Policy to substantially the same condition in which it or they existed prior to the fire or other insured casualty. Each Unit Owner shall be deemed to have delegated, and does delegate upon acquisition of title to a Condominium Ownership Interest, to the Declarant prior to the formation of the Association and to the Board thereafter, or their agent, his right to adjust with insurance companies all losses under the Master Policy.

(ii) Responsibility for Restoration. Except as otherwise provided in part (iii) below of this subparagraph (c), in the event all or any part of the Condominium Property which is required to be insured by the Association under the Master Policy shall be damaged or destroyed, the Association

shall cause the same to be restored substantially in accordance with the Drawings, as provided in subparagraph (d) below. Except as certain parts of a Unit may be insured by the Association, each Unit Owner shall promptly restore his Unit after any casualty causing damage thereto.

(iii) Election Not to Restore after Damage or Destruction: Sale of Condominium Property.

(1) In the event the improvements forming a part of the Condominium Property, or any portion thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or if insured against, the insurance proceeds actually received shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit Owners shall within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to subparagraph (iii)(2) immediately hereinbelow, elect not to repair, restore or reconstruct the Condominium Property, then such excess may be provided either by means of a special assessment levied by the Board against all Unit Owners in proportion to each Unit Owner's percentage interest in the Common Area or by means of an appropriation from the reserve maintenance fund, if any, or such other fund as may be established for the purpose of providing for the maintenance, repair, restoration and replacement of the Common Area, or any combination of the foregoing methods, as the Board in its sole discretion may determine.

(2) In the event any damage to or destruction of the Common Areas and Facilities renders fifty percent (50%) or more of the Units on the Condominium Property untenable, the Unit Owners may, by the vote of those entitled to exercise not less than 75% of the voting power (based upon percentage interests and not upon numbers of Units), elect not to repair or restore such damaged part at a meeting which shall be called within sixty (60) days after the occurrence of the casualty. 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 or against the Condominium Property as a whole and upon or against his Unit have been paid, released or discharged. Upon such payment, the interest of the Unit Owner in the Condominium Property shall terminate, and the Unit Owner shall execute and deliver any and all documents or

Instruments as may be reasonably requested by the Association to evidence such termination. Moreover, in the event of any sale of the Condominium Property, the members of the Board are hereby authorized to execute and deliver, on behalf of the Association and all of the Unit Owners, any instruments necessary or required to effect such sale or sales and each Unit Owner shall be obligated to execute and deliver such instruments and to perform such acts as may be necessary or required to effect such sale or sales.

(d) Repairs and Restoration. Insurance proceeds shall be used by the Association to defray the cost of repairs and restoration to the common Area, Limited Common Area, and those portions of a Unit and improvements therein required to be covered under the Master Policy. If the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be distributed to the Unit Owners and their First Mortgagees as their interests may appear in accordance with their respective percentages of interest in the Common Area. If the cost of such repairs exceeds the amount of such insurance proceeds, such excess may be provided either by means of a special assessment levied by the Board against all Unit Owners in proportion to each Unit Owner's share in the Common Area or by means of an appropriation from the reserve maintenance fund, if any, or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the Common Area, as the Board in its sole discretion may determine.

(e) Responsibility of Unit Owner. Each Unit Owner shall promptly repair and restore that portion of his Unit not covered under the Master Policy; provided however, that the Board shall have the right to have the Association do (or have done) certain or all of the repair or restoration work with respect to all or any damaged or destroyed Units. In such event, the Unit Owner shall make available to the Association insurance proceeds payable to the Unit Owner and any amounts in excess thereof necessary to complete said repair and restoration.

(f) Waiver of Subrogation. Each Unit Owner and Occupant as a condition of accepting title and possession or either one of such, of a Unit, and the Association agree, provided such agreement does not invalidate or prejudice any policy of insurance, that in the event the Condominium Property (including the Units and improvements within the Units), any part or parts of the Condominium Property, or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance of any Unit Owner, Occupant, or the Association, and the lessees, sublessees of anyone of them, or any Occupant, the rights, if any, of any one of them against any other, or against the employees, agents, licensees or invitees of any one of them, with respect to such damage or destruction with respect to any loss resulting therefrom are hereby waived to the extent of the coverage of said insurance.

notwithstanding the cause of such fire or other casualty, including negligence.

12. DUTIES OF UNIT OWNERS.

Each Unit Owner shall at all times do as follows:

(a) Maintenance and Repair

(1) Maintain, repair and replace at his expense and keep in good working order, and in a safe, clean and sanitary condition and in conformity with all laws, ordinances and regulations applicable to the Condominium Property, all portions of his Unit, and all internal installations of such Unit such as the oven, stove, refrigerator, electrical and plumbing fixtures and floor coverings except the floor slab, all interior surfaces, including but not limited to inside paint and other inside wall finishes and coverings and any portion of any utility facilities, including the heating, air conditioning and ventilating equipment located within and serving only one Unit, other than such utility facilities serving other Units, and, except as provided herein and in paragraph 13(c) below, to assume the same responsibility with respect to the Limited Common Areas and Facilities appurtenant to this Unit and the storage space, if any, assigned to the Unit Owner by the Declarant or by the Association, and the rooftop air conditioning equipment serving his Unit; provided, however, each Unit Owner shall not be responsible to maintain, repair and replace at his own expense any hot and cold water lines located within the walls of his Unit or any patio or balcony adjacent to and serving his Unit.

(1i) Maintain, repair and replace all of the items described or referred to in subparagraph 12(a)(1) above which may require maintenance, repair or replacement by reason of all breakage, damage, malfunctions and ordinary wear and tear of such items.

(1ii) Maintain, repair and replace at his expense all portions of the Condominium Property which may be damaged or destroyed by reason of his own act or neglect, the act or neglect of any Occupant of his Unit, or the act or neglect of any invitee, licensee or guest of such Unit Owner or Occupant. Notwithstanding the foregoing obligation of the Unit Owner, the Association (or other Unit Owner in respect to his own Unit) may, but shall not be obligated to, repair and replace the property damaged or destroyed by reason of the act or neglect of a Unit Owner, an Occupant, or their invitee, licensee or guest, and charge and collect from such Unit Owner the cost and expense paid or incurred in making any such repair or replacement. If the repair or replacement is made by the Association, the cost and expense thereof shall be a lien against the Unit Owner's Condominium

Ownership Interest which the Association may assert and collect in the same manner as the Association may assert and collect a lien against a Unit Owner's Condominium Ownership Interest for non-payment of his share of assessments for Common Expenses. The right herein of the Association to assert and collect upon a lien shall not be exclusive, but shall be in addition to all other rights and remedies available to the Association herein, in law and in equity for recovery of the cost and expense so incurred.

(iv) Furnish, at his own expense, and be responsible for all of the decorating within his own Unit, from time to time, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furniture and interior decorating; provided however, no reflective materials shall be placed in the windows or on other surfaces which can be seen from the outside of the Building, without the approval of the Board. Subject to the provisions of this Declaration, each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings within his Unit, and such Unit owner shall maintain such surfaces in good condition at his sole expense. Said maintenance may be subject to such rules and regulations of the Association as may be necessary for the common good of the Condominium Property. Decorating of the Common Areas (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Areas by the Association, shall be furnished by the Association as part of the Common Expenses. The interior and exterior surfaces of all windows and glass doors, if any, forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each Unit Owner unless the Board determines otherwise.

(v) Perform all of the work required of the Unit Owner pursuant to this subparagraph (a) promptly, properly, and in a good workmanlike manner, using first-class materials or equivalent or better quality than those originally installed or incorporated into the Condominium Property, and using competent and qualified labor.

(b) Report Defects. Report promptly to the Board or any 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 By-Laws.

(c) Nondisturbance of Others. Perform his duties and responsibilities in such manner so as not to unreasonably disturb other Unit Owners and Occupants.

(d) Pay for Utilities. Pay all costs for utility services (such as, without limitation, water, gas, electricity, telephone, cable television, sewage, rubbish and trash disposal or treatment and the like) furnished to his Unit or to the Limited Common Areas and Facilities designated for his use, unless any or all of such services are provided or paid for by the Association and charged to the Unit Owner as part of the Common Expenses, in which case all or any portion of such services so provided by the Association shall be paid for by the Unit Owner as part of his share of the Common Expenses. Declarant and the Association reserve the right to install separate utility meters for each Unit and each Unit Owner shall cooperate with Declarant or the Association with respect to such installation.

(e) Comply with this Declaration. Faithfully and promptly pay all charges and assessments made against him or the Condominium Ownership Interest in his Unit pursuant to this Declaration; and faithfully observe, fulfill and perform all of the covenants and restrictions herein contained and all other obligations of a Unit Owner as set forth in (or intended by) this Declaration, the By-Laws, the rules and regulations of the Association and the Act.

(f) Deeds, etc.. Include both his interest in the Unit and his corresponding percentage of interest in the Common Area in every deed, mortgage, lease or other instrument affecting title to his Unit, it being the intention hereof to prevent any severance of such combined ownership.

(g) Negative Covenants. Except as otherwise provided herein, each Unit Owner agrees not to:

(i) Paint or otherwise decorate or change the appearance of any portion of the Condominium Property not within the bounds of his Unit, unless the prior written consent of the Declarant or the Board is obtained.

(ii) Decorate, landscape or adorn any Limited Common Areas and Facilities or Exclusive Use Areas or remove any portion thereof or make any additions thereto or make any improvements thereon or thereto or do anything which would or might jeopardize or impair the safety or soundness thereof without the prior written consent of the Board.

(iii) Make or permit any structural alteration, change, improvement or addition in or to his Unit or in or to any other part of the Condominium Property without first obtaining the written consent of the Board; it being understood that any alteration, change, improvement or addition to any interior partition located in a Unit is not prohibited so long as the structural integrity of the Building is not adversely affected thereby. The Board shall be obligated to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or

improvement in such Unit Owner's Unit within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board to the proposed structural addition, alteration or improvement. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement in or to any Unit requires execution by the Association, and provided consent has been actually given by the Board or is deemed to have been given by reason of the Board's failure to respond as aforesaid, then the application shall be executed on behalf of the Association by any two (2) officers of the Board only, without however incurring any liability on the part of the Board or any of the members of the Board to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having a claim for injury to person or damage to property arising therefrom. The restrictions of this Subparagraph (iii) shall not apply to Declarant-owned Units. Subject to the provisions of the Act, Declarant shall have the right, without the consent or approval of the Board or other Unit Owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it.

13. DUTIES OF THE ASSOCIATION.

(a) Management. The administration, management, maintenance, repair, alterations and improvements of the Condominium Property shall be the responsibility of the Association; provided, however, that the Association may delegate all or any portion of its authority to discharge such responsibility as hereinafter provided.

(b) Common Area. Except as otherwise expressly provided herein, the Association shall maintain and keep the Common Area and the garage Units in a state of good working order, in clean, neat, safe condition and in conformity with all laws, ordinances and regulations applicable to the Condominium Property.

(c) Improvements Within Units. Except as may otherwise be expressly provided herein, the Association shall keep and maintain in a state of good condition and repair those parts of the Condominium Property within each Unit which contribute to the support of the Building, excluding, however, the surfaces of interior walls, ceilings and floors, by making all repairs, replacements, alterations and other improvements necessary to comply with the foregoing. The Association shall further, except as provided in this Declaration, maintain, repair, replace, alter and improve all conduits, ducts, plumbing, wiring, equipment, and other facilities for the furnishing of utility services which are used by or for or are common to two or more Units even though such facilities are located within the boundaries of a Unit. The Association shall also be responsible for repairing all damage to

a Unit caused by the Association, including damage caused by performance by the Association of its obligations hereunder. If a Unit or Limited Common Areas and Facilities appurtenant to a Unit becomes impaired, in a neglected state or otherwise in need of repair or restoration, and if the Unit Owner thereof fails after written notice from the Association to repair, restore or otherwise correct the condition, the Association may, but shall not be obligated to, repair, restore or otherwise correct the condition. The Association shall charge and assess the cost and expense thereof to the Unit Owner(s) who should have performed the work. The Association shall also be responsible for the maintenance, repair and replacement of the patios and balconies.

(d) General Duties. The Association shall do any and all other things necessary and/or appropriate to carry out the duties and obligations reasonably intended to be required of it under this Declaration, the By-Laws and the Act.

(e) Delegation of Authority. The Declarant prior to formation of the Association and the Association thereafter may, but shall not be required to, delegate all or any portion of its authority and responsibilities to a Manager, Managing Agent, or Management Company (herein the "Managing Agent"). Such delegation may be evidenced by a Management Agreement which shall provide for the duties to be performed by the Managing Agent and for the payment to the Managing Agent of a reasonable compensation as a Common Expense. Upon the expiration of each Management Agreement, the Association may renew said agreement and/or enter into a different agreement with a different Managing Agent. No management agreement or agency or renewal thereof shall be for a term longer than one (1) year and each such management agreement shall provide a right of termination for cause by either party upon thirty (30) days' prior written notice. The Managing Agent whether selected by the Declarant or the Association may be an entity owned in whole or in part, associated with in whole or in part or in any other manner connected or associated with any owner, partner, agent, contractor or employee of Declarant without in any manner restricting, limiting or affecting the validity of said agreement; provided, however, that any contract entered into by the Declarant with a Managing Agent shall be in accordance with the provisions of Section 5311.25(D) of the Ohio Revised Code.

(f) First Mortgagees of Units shall be given notice by the Association of the name and address of any new Managing Agent at least thirty (30) days prior to the employment of said new management company.

(g) In the event the Association decides or elects to terminate the employment of the Managing Agent with the intent to manage the Condominium Property itself and no longer employ a managing agent or management company, and the terms of any First Mortgage(s) on a Unit or Units provides that said termination shall be a default sufficient to accelerate and immediately call due and payable the entire principal balance of said First

Mortgage(s), the said termination must be approved by said First Mortgagee(s) prior to the effective date of the termination.

14. MECHANICS' LIENS.

No labor performed or materials furnished for use in connection with any Unit with the consent or at the request of a Unit Owner or his agent or subcontractor shall create any right to file a statement of mechanic's lien against the Unit of any other Unit Owner not expressly consenting to or requesting the same or against any interest in the Common Area except as to the undivided interest therein appurtenant to the Unit of the Unit Owner for whom such labor shall have been performed and such materials shall have been furnished. Each Unit Owner shall indemnify and hold harmless each of the other Unit Owners from and against liability or loss arising from the claim of any lien holder against the unit, or any part thereof, of any other unit Owner for labor performed or for materials furnished in connection with work on the first Unit Owner's Unit. At the written request of any Unit Owner, the Association shall enforce such indemnity by collecting from the Unit Owner of the Unit on which the labor was performed and materials furnished the amount necessary to discharge any such lien, including all costs incidental thereto, and obtaining a discharge of the lien. Such collection shall be made by a special assessment.

15. EASEMENTS.

(a) Encroachments. In the event that, by reason of the construction, settlement, rising or shifting of the Building or by changes in position caused by repair or reconstruction of the Condominium Property or any part thereof, any part of the Common Areas and Facilities presently encroaches or shall hereafter encroach upon any part of a Unit or Units, or any part of a Unit presently encroaches or shall hereafter encroach upon any part of the Common Areas and Facilities, or if by reason of the design or construction of any Unit it shall be necessary or advantageous to a Unit Owner to use or occupy, for formal uses and purposes, any portion of the Common Areas and Facilities consisting of unoccupied space within the Building and adjoining his Unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving either any other Unit or more than one Unit presently encroaches or shall hereafter encroach upon any part of any Unit, valid easements for such encroachment and for the maintenance of the same and for the use of such adjoining space shall and does hereby exist for the benefit of such Unit and the Common Areas and Facilities, as the case may be, so long as all or any part of the Building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Common Areas and Facilities if such encroachment occurred due to the willful conduct of said Unit Owner.

(b) Easement of Access For Repair, Maintenance and Emergencies. Some of the Common Area is or may be located within

the Units or may be conveniently accessible only through a Unit or Units. The Owners of other Units shall have the irrevocable right, to be exercised by the Declarant or the Board as their agent, to have access to each Unit and to all Common area from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Area located therein or accessible therefrom, or at any time for making emergency repairs therein necessary to prevent damage to the Common Area or to another Unit or Units. The Declarant and Board shall also have such right independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair or replacement of any of the Common Area or as a result of emergency repairs within another Unit at the instance of the Association or of Unit Owners shall be an expense of all the Unit Owners; provided, however, that if such damage is the result of negligence of the Unit Owner or of his or its guests, invitees, tenants or of an Occupant of a Unit, then such Unit Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to such damage. Amounts owing by Unit Owners pursuant hereto shall be collected by the Declarant prior to formation of the Association and the Board thereafter by assessment pursuant to this Declaration.

(c) Unit Owner's Right to Ingress and Egress and Support. Each Unit Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his Unit, and to any Limited Common Area designated for use in connection with his Unit, and shall have the right to the horizontal and lateral support of his Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

(d) Association's Right to Use of Common Area. The Declarant and the Association shall have a nonexclusive easement to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions required or permitted pursuant to this Declaration, including the right to construct and maintain in the Common Area mechanical, maintenance and storage facilities for use by the Association.

(e) Utility Easements. The Association may hereafter grant easements for utility purposes for the benefit of the Condominium Property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, television cable lines and electrical conduits and wires over, under, along, on and through any portion of the Common Area and Facilities; and each Unit Owner by his acceptance of a deed to his Unit agrees from time to time to execute, acknowledge, deliver and record, for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing.

(f) Easement for Patio or Balcony. The Unit Owner having a

patio or balcony adjacent to his Unit shall have for himself, his heirs and assigns an exclusive easement for his use and enjoyment of such patio or balcony; provided, however, that the Unit Owner shall have the right to decorate, landscape or adorn such patio or balcony in any manner without the written consent of the Association, provided that such decorating, landscaping or adornment shall not be contrary to the Rules of the Association.

(g) Easements to Run with Land. Each and every easement and right reserved, granted or described herein are easements appurtenant, running with the land, in perpetuity and at all times shall inure to the benefit of and be binding upon the Declarant, all Unit Owners, the Association, and each Person for whose respective benefit such easements have been created, their respective heirs, administrators, executors, personal representatives, successors, assigns and grantees, and their respective tenants, subtenants, guests, visitors, and invitees. Each Unit Owner and his respective First Mortgagee by acceptance of a deed conveying the Condominium Ownership Interest of a Unit or a first Mortgage encumbering such Condominium Ownership Interest and/or Unit, as the case may be, hereby irrevocably appoints the Association and/or the Declarant, his or its Attorney-in-Fact, which appointment shall be deemed to be coupled with an interest, and authorizes, directs and empowers such Attorney-in-Fact, at the option of said Attorney-in-Fact, or either one of them, to execute, acknowledge and record for and in the name of such Unit Owner and his First Mortgagee such easements or other instruments as may be necessary to effectuate the foregoing, and each Unit Owner and his First Mortgagee agrees to execute, acknowledge and deliver any and all instruments in recordable form which may be necessary or desired by any beneficiary of any such easement to effectuate and/or further manifest the easements and intentions set forth in this Paragraph. In the event of the removal of the Condominium Property from the provisions of the Act, all rights and obligations under this Paragraph shall devolve prorata upon the Owners of the property so removed and their successors in the title, as tenants in common and any notice or action which was required to be made through the Association shall henceforth be made to them individually and directly, it being the intent that removal of such property from the Act shall not terminate the easements and rights set forth herein.

(h) Reference to Easements in Deeds. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration or in the Act in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation shall not constitute a default or failure to reserve said rights or easements but the same shall be deemed conveyed or encumbered along with the Unit.

(i) Reservation by Declarant of Easement for Ingress and Egress. The Declarant herein hereby reserves unto itself for as long as the Declarant owns a Condominium Ownership Interest in the

Condominium Property the easement and right for the benefit of and use by Declarant, any of its partners and/or its or their agents, officers, directors, employees, licensees, servants, tenants, personal representatives, successors and assigns for ingress and egress by foot, automobile and otherwise over, through and under the Condominium Property and any part thereof other than a Unit not owned by the Declarant.

16. ASSESSMENTS AND LIEN OF ASSOCIATION.

(a) General. The Association shall levy, make and collect assessments against the Unit Owners so as to provide for the payment of the Common Expenses. The total amount to be assessed shall be the total of the Common Expenses which shall include:

(1) All expenses of administration of the Condominium Property (including but not limited to legal, accounting and management fees); all charges for water and all other utility service for the Common Areas and for each Unit which is not separately metered and billed to a Unit Owner by the utility company furnishing the same; all premiums and other costs of the insurance required hereunder and otherwise as determined by the Board; costs of maintenance, operation, repair, replacement and betterment of the Common Areas (including but not limited to painting, landscaping, repairs, replacements, alterations, additions, reconstruction, services, supplies, labor, materials, equipment and other related items); and any valid charge against the Condominium Property as a whole as determined by the Board (including but not limited to all costs of enforcing compliance with this Declaration, deficiencies due to non-payment by Unit Owners, and such costs as are deemed necessary to meet the purposes of the Association).

(ii) Such amounts as determined by the Board for the establishment and maintenance of a reserve fund, which reserve fund shall be adequate to meet the costs and expenses of maintenance, repairs and replacements of those Common Areas which must be maintained, repaired and replaced on a periodic basis. Such reserve fund shall be funded and derived from the regular assessments payable in regular installments and not by means of a special assessment or levy.

(b) Amount of Assessment. Each Unit and the Owner thereof, subject to the terms hereof, shall be assessed an amount of the Common Expenses equal to that Unit's percentage of interest in the Common Areas, and in addition thereto by means of a special assessment.

(i) If a Unit Owner fails to perform maintenance, repairs, and replacements which are his obligation, then, after written notice from the Board to perform such maintenance, repairs or replacements within a reasonable time

limit as may be set by the Board, the Board may perform such needed maintenance, repairs and replacements, and shall levy an assessment against such Unit Owner thereof equal to the amount so expended.

(ii) All costs incurred in the enforcement of the provisions of this Declaration against any Unit Owner, including but not limited to attorney's fees and court costs shall be assessed to the Unit and the Unit Owner against whom enforcement is sought.

(iii) Common Profits, if any, will be used to defray Assessments for Common Expenses or will be deposited in the reserve fund(s) for the Association or will be distributed to the Unit Owners in accordance with their respective percentages of interest in the Common Areas, as permitted by law and as the Board may determine.

(c) Determination by Board. The total amount of the regular assessment and each Unit Owner's share thereof, as set forth herein, shall be determined and established by the Board and at reasonable intervals, and in accordance with the terms of the By-Laws. Each Unit Owner's share of the total assessment shall be paid, as directed by the Board and as set forth in the By-Laws. In addition to the special assessments set forth in subparagraphs 16(b)(1) and (ii) above, special assessments are hereby authorized in the event of unanticipated costs or expenses and any such special assessments for unanticipated costs or expenses shall be charged to the Unit Owners in the same proportion as regular assessments.

(d) Payment of Assessments and Lien Rights.

(i) The Board or its designated representative shall notify the Owners of Units of that Unit's share of the total assessment and when such amounts are due and payable. Each Unit Owner, for himself, his heirs, successors, grantees and assigns, covenants that with respect to charges so determined during the period that he is a Unit Owner, he will remit these charges to the Association or the party or parties as directed by the Board.

(ii) Assessments attributable to Units and/or installments thereof shall be paid on or before the dates established by the Board, and all sums not so paid may bear interest at the highest rate lawful for individuals to pay under the laws of Ohio from the due date until paid, at the election of the Board. In addition and to the maximum extent allowable under law, the Board, by regulation, may impose a charge for late payment. All payments on account shall be first applied to late charges, if any, interest and then to the assessment payment first due.

(iii) No Unit Owner may exempt himself from paying such assessments or charges by being a non-user of the Common Areas or by abandoning the Unit of which he is the record Owner, or by otherwise avoiding such obligations.

(iv) Each assessment or any other charge made on a Unit pursuant to the Condominium Instruments shall constitute a lien on such unit to secure the payment of such amounts, which lien and the right to foreclose the same shall be in addition to and not in substitution of all the rights and remedies which the Association and the Board may have in accordance with the provisions of this Declaration or otherwise.

(v) The Association shall have a lien upon the estate or interest in any Unit of the Owner thereof and its percentage of interest in the Common Areas and Facilities for the payment of the portion of the Common Expenses chargeable against such Unit which remain unpaid for ten (10) days after the same have become due and payable from the time a certificate therefor, subscribed by the President or another authorized officer of the Association, is filed for record in the office of 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 record Owner or Owners thereof and the amount of such unpaid portion of the Common Expenses. 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 the Court in an action brought to discharge such lien as hereinafter provided. In addition, the Owner of the Unit and any Occupant thereof shall be personally liable for such expenses chargeable for the period of his ownership and/or occupancy.

(vi) The lien provided for in subparagraph (v) of this Paragraph 16 shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and the lien of First Mortgages that have been filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association or one of its authorized officers pursuant to authority given to such officer by the Board. In any such foreclosure action, the Owner or Owners of the Unit affected shall be required to pay a reasonable rental for such Unit commencing as of the date foreclosure proceedings are filed and 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 a purchaser at the foreclosure sale.

(vii) Any Unit Owner who believes that the portion of Common Expenses chargeable to his Unit, for which a Certificate of Lien has been filed by the Association, has been improperly charged against him or his Unit may commence an action in the Court of Common Pleas for Summit County, Ohio, for the discharge of such lien.

(viii) In the event a First Mortgagee of a Unit acquires a Condominium Ownership Interest in a Unit by foreclosure of its mortgage, or by the acceptance of a deed in lieu of foreclosure, such First Mortgagee, its successors and assigns, shall not be liable for the assessments levied against such Unit prior thereto. Any funds received upon the judicial sale of the Unit in excess of the mortgage lien, court costs, and real estate taxes, shall be distributed to the Association to the extent of any unpaid assessments. The Owner or Owners of a Unit shall be and remain jointly and severally liable for assessments against the Unit to the date of judicial sale. Any unpaid part of such assessments shall be deemed to be Common Expenses and shall be assessed against all Unit Owners, including the mortgagee Owner of the Unit foreclosed.

(ix) In a voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor and his Unit for his share of Common Expenses up 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 grantee shall be entitled to a statement from the Board setting forth the amount of all unpaid assessments against the grantor due to the Association within fifteen (15) days after receipt of a written request therefor and the payment of a reasonable fee, and such grantee shall not be liable for nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement. As used in this paragraph "grantor" shall include a decedent and "grantee" shall include a legatee or intestate heir of said decedent.

(x) Assessments as provided in Paragraph 16(e) of this Declaration and provision for a Reserve Fund as permitted by the By-Laws, will not be made by the Association until the first Unit is sold and the deed evidencing said sale shall have been filed for record with the County Recorder of Summit County. Until such date, the Declarant, as sole owner of the Condominium Development, shall operate the Condominium Development collecting and keeping all of the income received therefrom and paying all of the expenses connected therewith. From, as and after the date of the recording of the deed evidencing the first sale of a Unit in the Condominium Development, the Declarant will assume the rights and

obligations of a Unit Owner for all not yet sold Units including, without limitation, the obligation to pay Common Expenses attaching to each of such unsold Units owned by the Declarant. Notwithstanding anything in the foregoing to the contrary, the Declarant shall not have any obligation to make the initial capital contribution required of all purchasers of Units from the Declarant. The obligation of Unit Purchasers to make such initial capital contribution is more fully set forth in ARTICLE IX, Section 7 of the By-Laws.

17. CONDEMNATION.

In the event that the entire Condominium Property is taken by eminent domain or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium Ownership shall terminate. The condemnation award shall be apportioned among the Unit Owners in accordance with the par value of each Unit. The Association shall as soon as practicable determine the share of the condemnation award to which each Unit Owner is entitled and such shares shall be paid into separate accounts and disbursed as soon as practicable to the Unit Owners entitled to same.

In the event that less than the entire Condominium Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium Ownership hereunder shall not terminate. Each Unit Owner shall be entitled to a share of the condemnation award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the condemnation award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Unit Owners, as follows: (a) the total amount allocated to taking of or injury to the Common Area shall be apportioned among all Unit Owners in proportion to their respective percentages of interest in the Common Area as shown in Exhibit "D" hereof, (b) the total amount allocated to severance damages shall be apportioned to those Units which were not taken or condemned, (c) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements a Unit Owner has made within his own Unit shall be apportioned to the particular Unit involved, and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable under the circumstances. If an allocation of the condemnation award is already established in negotiation, judicial decree, or otherwise, then in allocating the condemnation award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made by checks payable jointly to the respective Unit Owners and their respective First Mortgagees.

In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the ownership, voting rights and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners of the

remaining Units for amendment of this Declaration and such Amendment to this Declaration shall be filed as required by law.

Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Paragraph 11 hereinabove.

18. REHABILITATION AND RENEWAL OF OBSOLETE PROPERTY.

The Association may, by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of its 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.

19. REMOVAL FROM CONDOMINIUM OWNERSHIP.

(a) Provided that at least two-thirds (2/3) of the First Mortgages (based upon one vote for each First Mortgage owned) have given their prior written approval, the Unit Owners, by affirmative vote of Unit Owners entitled to exercise not less than 90% of its voting power of the Association, 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. Such certificate shall be prepared in duplicate and shall be signed by the President of the Association or such other officer of the Association who is authorized, 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.

(b) Upon removal of the Condominium Property from the provisions of Chapter 5311, the property so removed shall be deemed to be owned in common by the Unit Owners. The undivided interest in the property owned in common which shall appertain to each Unit Owner shall be the percentage of interest previously owned by such Unit Owner in the Common Areas and Facilities.

20. REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS.

(a) Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision contained in this Declaration or in the By-Laws shall give the Board in addition to the rights hereinafter set forth in this Paragraph, the right:

(i) To enter upon the Unit or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration and the By-Laws, and the Board, or its agents, shall not be thereby 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 other Occupant of his Unit) shall violate any of the covenants or restrictions or provisions of the general law, this Declaration or of the By-Laws, or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur repeatedly during any 30-day period after written notice or request from the Board to cure such violation, then the Board shall have the power to issue to the defaulting Unit Owner a 10-day notice in writing to terminate the rights of the said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit. Thereupon, an action in equity may be filed by the Board against the defaulting Unit Owner for a decree of mandatory injunction against the Unit Owner or Occupant subject to the prior consent in writing of any First Mortgage having a security interest in the Unit of the defaulting Unit Owner. In the alternative, the Board may pray for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the Owner in the Unit be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, provided that the court shall enjoin and restrain the defaulting Unit Owner directly or indirectly from reacquiring his interest at such judicial sale. The Association, however, may acquire said interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's fees, court reporter charges, reasonable attorneys' fees, real estate taxes and assessments and all other expenses of the Association by reason of such proceeding, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, may be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the Unit and to immediate possession of the Unit so purchased and may apply to the court for a writ of assistance 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 the Unit so purchased, subject to this Declaration.

21. WAIVER.

The failure of the Declarant, the Board or its delegate to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration or of the By-Laws or of the Condominium Rules, or to exercise any right herein or therein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future, of such term, covenant, condition, restriction or right, but such term, covenant, condition, restriction or right shall remain in full force and effect. The receipt by the Declarant, the Board or its delegate of any assessment from a Unit Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Declarant, the Board or its delegate of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Declarant, the board or its delegate.

22. LIABILITY OF MEMBERS OF THE BOARD AND THE OFFICERS, EMPLOYEES AND AGENTS OF THE ASSOCIATION.

Neither the members of the Board nor the officers, employees or agents of the Association shall be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct, gross negligence or bad faith and except as provided hereinbelow or in the By-Laws. The Unit Owners and the Association shall indemnify and hold harmless each of the members of the Board and the officers, employees or agents of the association from and against all contractual liability to others arising out of contracts made by the Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the express provisions of the Declaration or of the By-Laws. It is intended that the members of the Board shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Area bears to the interests of all the Unit Owners in the Common Area. The provisions of this Paragraph do not apply to and shall not preclude claims for property damage and personal injury by Unit Owners against the Board or any other insured under the liability insurance required by Paragraph 11 hereinabove.

23. ENFORCEMENT.

Each Unit Owner shall comply strictly with this Declaration, the By-Laws and the Condominium Rules of the Association as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration, By-Laws and Condominium rules, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant, the Board or its delegate on behalf of the Unit Owners, or in a proper case, by an aggrieved Unit Owner.

24. PROPERTY. VOL 6568 PAGE 66

The Board may acquire and hold, for the benefit of the Unit Owners, real property and tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such property shall be owned by the Unit Owners in the same proportion as their respective percentages of interest in the Common Area. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property, whether or not such property is specifically mentioned therein.

25. AMENDMENT OF DECLARATION AND BY-LAWS.

This Declaration and the By-Laws attached hereto as Exhibit "B" may be amended, and such amendment(s) shall be effective, upon the filing for record with the Recorder of Summit County, Ohio, of an instrument in writing setting forth specifically the item or items to be amended and/or any new matter to be added, which instrument shall have been duly executed by the Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association. Such amendment must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and its attached exhibits are recorded and must contain an affidavit by the President of the Association that a copy of the amendment has been mailed by certified mail or hand delivered or sent by telegram to all First Mortgagees having bona fide liens of record against any Unit Ownership. No amendment shall have any effect, however, upon the Declarant or the rights of the Declarant hereunder or upon a bona fide First Mortgagee until the written consent to such amendment of the Declarant and/or such First Mortgagee has been secured. Such consents shall be retained by the Secretary of the Association and his certification in the instrument of amendment as to the names of the consenting and nonconsenting First Mortgagees of the various Units shall be sufficient for reliance by the general public. If less than all First mortgagees consent to an amendment to this Declarant and/or the By-Laws, said amendment or modification shall nevertheless be valid among the Unit Owners, inter sese, provided that the rights of a nonconsenting First Mortgagee shall not be derogated thereby.

Notwithstanding anything contained herein to the contrary, no provision in this Declaration or the By-Laws may be changed, modified or rescinded, which, after such change, modification or rescission would conflict with the provisions of the Act or the general law, nor may any amendment be made to the respective percentage of interest in the Common Area and Facilities of each Unit as set forth in Exhibit "D" hereof except by an amendment to this Declaration unanimously approved by all Unit Owners affected.

The Declarant prior to the formation of the Association and the Board thereafter each reserve the right to amend the Declaration and/or the By-Laws and/or the Drawings without having to observe the foregoing formalities (other than the legal formalities for the recording of such amendment) so long as the substance of such amendment is to bring this Declaration into compliance with the Act, or to induce any governmental agency to make, purchase, sell, insure or guarantee a first mortgage

covering Condominium Ownership Interest(s), or to correct minor clerical or typographical errors of omission or commission or by changed circumstances which are not foreseen herein or throughout this Declaration, the By-Laws or the Drawings of such amendment does not substantially impair or materially alter any of the provisions of the Declaration, the By-Laws or the Drawings, as the case may be, or any rights or obligations of any of the Unit Owners or First Mortgagees thereunder. In consideration of the foregoing submission to Condominium Ownership, the Association and each Unit Owner does for himself, his, her or its heirs, executors, administrators, successors and assigns, irrevocably appoint each of the partners of Declarant, or the then President of the Association, as the case may be, as attorney-in-fact which appointment shall be deemed to be a power coupled with an interest which shall be effective concurrently with the transfer of title to any Unit from the Declarant to the Unit Owner. Further, and for like consideration, the foregoing do authorize and approve any Amended Declaration, its exhibits, appendices or By-Laws of the Association as may be necessitated by errors or by changed circumstances as aforesaid and each of the foregoing does authorize such amendment. The Association and/or each Unit Owner shall, if requested, take such further action and execute such further documents as may be required, desirable or necessary to effectuate any such amendment or modification. The Association and each Unit Owner shall approve, cause to be voted or vote in favor of and adopt such amendment if so requested by the Declarant. The special power of attorney aforesaid, if requested, shall be by separate instrument executed by each Unit Owner prior or subsequent to transfer of title.

26. NOTICES.

All notices required or permitted hereunder, and under the By-Laws and the Act, to the Declarant, the Association, the Board and its delegates shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the Board or its delegates at the address of the Condominium Property or to such other address as the Board may designate from time to time by notice in writing to all Unit Owners. All notices to the Declarant shall be sent by registered or certified mail, return receipt requested, to: North Coast Properties, Inc., 5035 Mayfield Road, Lyndhurst, Ohio 44124, with a copy of same to J. Terence Burke, Esq., 1406 Westwood Avenue, Lakewood, Ohio 44107, or to such other address as the Declarant or its counsel may designate from time to time by notice in writing to all Unit Owners. All notices to any Unit Owner shall be sent by registered or certified mail to such Unit Owner's Unit address or to such other address as may be designated by him from time to time, in writing, to the Board. All notices shall be deemed to have been given and therefore effective not later than forty-eight (48) hours after the date that such notice is deposited in the U.S. Mail, except notices of change of address which shall be deemed to have been given when received, and except as otherwise provided herein. Any notices required or permitted to be given to any Occupant shall effectively be given if hand delivered to such Occupant or placed in his mail box or placed under the door to such Occupant's Unit.

27. INVALIDITY. VOL 6568 PAGE 68

The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this Declaration, all of which are inserted conditionally on their being held valid in law and, in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained herein should be invalid or should operate to render this Declaration invalid, this Declaration shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, or section or sections had not been inserted.

28. GENDER.

The use of the masculine gender herein or in the By-Laws shall be deemed to include the feminine and the neuter genders, as the case may be, and the use of the singular shall be deemed to include the plural, wherever the context so requires.

29. PERPETUITIES.

If any of the options, privileges, covenants or rights created by this Declaration or in the By-Laws shall be unlawful or void for violation of any rule against perpetuities or any analogous statutory provision or any rule restricting restraints on alienation or any other statutory or common law rules imposing time limitations, then such provision shall continue in effect for only twenty-one (21) years after the death of the survivor of the now living descendants of Howard M. Metzzenbaum, United States Senator from the State of Ohio.

30. COVENANTS TO RUN WITH THE LAND.

All easements, rights, covenants, conditions and restrictions set forth in this Declaration run with the land perpetually in full force and effect and at all times inure to the benefit of and are binding upon the Declarant, its lessees, Mortgagees or other Persons having an interest in the Condominium Property or some portion thereof.

31. CERTAIN DISCLOSURES REQUIRED BY THE ACT.

In accordance with Section 5311.25 of the Ohio Revised Code and in connection with the sale or offer to sell Condominium Ownership Interests by the Declarant, the Declarant agrees that:

(a) Any deposit or downpayment made in connection with the sale of a Unit will be held in trust or escrow until delivered at settlement or returned to or otherwise credited to the purchaser of a Unit or forfeited to the Declarant, and if a deposit or down payment of TWO THOUSAND DOLLARS (\$2,000.00) or more is held for more than ninety (90) days, interest at the rate of at least four percent (4%) per annum for any period exceeding ninety (90) days shall be credited to the purchaser of a Unit at settlement or upon return or other credit made to such purchaser, or added to any forfeiture to the Declarant. Deposits and down payments held in

trust or escrow pursuant to this Paragraph shall not be subject to attachment by creditors of the Declarant or a purchaser of a Unit.

(b) Except in its capacity as a Unit Owner of unsold Condominium Ownership Interests, the Declarant will not retain a property interest in any of the Common Areas and Facilities after control of the Condominium Property is assumed by the Unit Owners Association and following the sale of the last Unit by Declarant the right and/or the obligation of the Declarant to give any consents pursuant to the provisions of this Declaration shall be extinguished and such rights and/or obligations shall thereafter devolve upon the Association.

(c) Solely and only to the extent such warranties are or may be required by the provisions of Section 5311.25(E) of the Ohio Revised Code, Declarant will furnish a two (2) year warranty covering the full cost of labor and materials for any repair or replacement of roof and structural components and mechanical, electrical, plumbing and common service elements serving the Condominium Property as a whole, occasioned or necessitated by a defect in material or workmanship and a one (1) year warranty covering the full cost of labor and materials for any repair or replacement of structural, mechanical and other elements pertaining to each Unit, occasioned or necessitated by a defect in material or workmanship commencing as follows:

(i) The two (2) year warranty shall commence on the date that the deed is filed for record following the sale of the First Condominium Ownership interest to a purchaser in good faith for value;

(ii) The one (1) year warranty shall commence on the date the deed is filed for record following the first sale of a Condominium Ownership Interest to a purchaser in good faith for value;

(iii) In the case of ranges, refrigerators, washing machines, clothes dryers, hot water heaters and other similar appliances, if any, installed and furnished as part of the Unit by Declarant, the valid assignment, if permitted, of any express or implied warranties, if any, of the manufacturer satisfies the Declarant's obligation with respect to such appliances, and the Declarant's warranty is limited to the installation of the appliances;

(iv) All warranties made to the Declarant that exceed the time periods set forth hereinabove with respect to any part of the Units or Common Areas and Facilities shall be assigned to purchasers of Units, provided that such warranties are assignable.

(v) In addition to the warranty required by the Act, Declarant will deliver to a veteran purchasing a Unit with the aid of a guaranteed loan, a warranty against structural

defects on the Unit purchased by the veteran for one (1) year from the date of occupancy or the date of settlement (whichever first occurs), and on all of the Common Areas and Facilities for one (1) year from such time as Units to which sixty percent (60%) of the percentage interests in the Common Areas appertain have been transferred to Unit Owners other than Declarant.

None of the foregoing warranties shall cover repairs or replacements necessitated or occasioned by ordinary wear and tear or by the negligent or wanton acts of any Unit Owner or Occupant or any tenant, guest or invitee of a Unit Owner or Occupant or occasioned or necessitated for any reason whatsoever except by defects in materials and workmanship.

(d) All tenants have been or will be offered an option, exercisable within not less than ninety (90) days after notice, to purchase a Condominium Ownership Interest in the condominium Property, and all tenants have been or will be given written notice of not less than one hundred twenty (120) days prior to being required to vacate the premises they are leasing to facilitate the conversion of the Condominium Property to condominium use and ownership.

32. MISCELLANEOUS PROVISIONS.

(a) Each grantee of Declarant, 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 Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

(b) Declarant reserves unto itself the right to manage, control and exercise all of the rights of the Association in accordance with and to the extent permitted by the provisions of Ohio Revised Code Section 5311.08 and 5311.25.

(c) Except as otherwise provided in the Act, neither Declarant nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration or the By-Laws in Declarant's (or its representative's) capacity as owner, manager or seller of the Condominium Property whether or not such claim (1) shall be asserted by any Unit Owner, Occupant, the association, or by any person or entity claiming through any of them; or (2) shall be on account of injury to person or damage to

or loss of property wherever located and however caused; or (3) shall arise ex contractu or (except in the case of gross negligence) ex delictu. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Unit Owner, Occupant, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function or disrepair of any utility services (heat, air conditioning, electricity, gas, telephone, water or sewage).

(d) The heading of each Paragraph and of each section in this Declaration and in the By-Laws is inserted only as a matter of convenience and for reference and in no way defines, limits or describes the scope or intent of this Declaration or the By-Laws nor in any way affects this Declaration or the By-Laws.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 11/11 day of November, 1981.

In the presence of: NORTH COAST PROPERTIES, INC.

Doris A. Dodd By: Vincent T. Aveni
Stacy M. Wilks And: Joseph T. Aveni
Vincent T. Aveni, President
Joseph T. Aveni, Secretary

THE STATE OF OHIO)
COUNTY OF CUYAHOGA) SS:

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named NORTH COAST PROPERTIES, INC., an Ohio Corporation, by Vincent T. Aveni, its President, and Joseph T. Aveni, its Secretary, who acknowledged that they did execute the foregoing Declaration and that the same is their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and official seal at Lyndhurst, Ohio, this 11/11 day of November, 1981.

Doris A. Dodd
Notary Public

This instrument prepared by:

The Declarant
5035 Mayfield Road
Lyndhurst, Ohio 44124
(216) 291-3200

DORIS A. DODD, Notary Public
For Cuyahoga County, State of Ohio
My Commission Expires Mar. 15, 1983

EXHIBIT "A"

LEGAL DESCRIPTION OF THE REAL PROPERTY

Situated in the Village of Hudson, County of Summit and State of Ohio, and known as being all of Lots Nos. 45 thru 64, inclusive, and all of Lots Nos. 68-A thru 82, inclusive, in the Lake Forest Subdivision, as recorded in Plat Book 38, Pages 49 thru 63, inclusive, of part of Chesterland Road, as vacated by Ordinance No. 56-74, dated November 12, 1956, and a 20 foot alley as vacated by Ordinance No. 69-28, dated June 2, 1969 in said Lake Forest Subdivision, excepting therefrom, the Easterly 30 feet of Lennox Road, as vacated by Ordinance No. 56-74, dated November 12, 1956, and more fully described as follows:

Beginning at an iron pin at the Southeast corner of lot No. 45 in said Lake Forest Subdivision; thence South 89 degrees 51' West, along the Northerly line of Atterbury Boulevard, 100 feet; a distance of 630.10 feet to an iron pin in the Easterly line of Lennox Rd., 60 feet; thence North along the Easterly line of said Lennox Road, a distance of 50 feet to an iron pin; thence South 89 degrees 51' West, along the Right of Way line of said Lennox Road, a distance of 20 feet to an iron pin; thence North along the Easterly line of said Lennox Road, a distance of 651 feet to an iron pin, and the intersection of the Easterly line of said Lennox Road, and the Southerly line of Owen Brown Street 60 feet; thence North 89 degrees 52'30" East, along the Southerly line of said Owen Brown Street, a distance of 405.30 feet to an iron pin in the Westerly Right of Way line of the C & P Railroad Co.; thence South 44 degrees 07'32" East, along the Westerly Right of Way line of said C & P Railroad Co., a distance of 361.40 feet to an iron pin; thence South 36 degrees 51' West, continuing along said C & P Railroad Co. Right of Way, a distance of 29.06 feet to an iron pin; thence South 43 degrees, 58' East, continuing along said C & P Railroad Co. Right of Way a distance of 278.06 feet to an iron pin at the most Easterly corner of Lot No. 68-A in said Lake Forest Subdivision; thence South 45 degrees 54' West, along the Southeasterly line of said Lot No. 68-A and said line extending a distance of 254.04 feet to an iron pin in the Easterly line of said Lot No. 45; thence South along the Easterly line of said Lot No. 45, a distance of 40.59 feet to the place of beginning, as surveyed by J. J. Knecht, a Registered Surveyor No. 4548 in October, 1969, but subject to all legal highways and easements of record.

• BRENTWOOD DRIVE

EXHIBIT "B"

BY-LAWS

OF

VERSAILLES AT HUDSON CONDOMINIUM UNIT OWNERS' ASSOCIATION.

ARTICLE I

PURPOSE AND DEFINITIONS

Section 1.

Purpose.

These By-Laws are attached to the Declaration of Condominium Ownership for Versailles at Hudson Condominium as Exhibit "B" thereto. The purpose or purposes of the Association are to administer the Condominium Property in accordance with and subject to the provisions of Chapter 5311 of the Revised Code of Ohio, the Declaration, these By-Laws and the administrative rules and regulations adopted pursuant hereto, as any of the same may be lawfully amended from time to time; to provide for the acquisition, construction, management, maintenance and care of "association property", as said term is defined in present Section 528 of the United States Internal Revenue Code or may be hereafter defined in any amendment or replacement of said section; and, in carrying out the foregoing purposes, to purchase, lease, exchange, acquire, own, hold, mortgage, pledge, hypothecate, borrow money upon, sell and otherwise deal in and with real and personal property of every kind, character and description whatsoever and any and all estates and interests therein and otherwise to do all things permitted by law.

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

Section 2.

Definitions.

Certain of the terms used in these By-Laws have been defined in the Declaration and, when used herein, shall have the same meaning as set forth in the Declaration, unless the context clearly indicates a different meaning therefor.

ARTICLE II

THE ASSOCIATION

Section 1.

Name and Form of Association.

The name of this Association, which shall be a non-profit Ohio corporation, will be Versailles at Hudson Condominium Unit Owners' Association.

Section 2.

Membership.

Each Unit Owner upon acquisition of the Condominium Ownership Interest to a Unit shall automatically become a member of the Association. Membership may be held in the name of more than one Owner. Such membership shall terminate upon the sale or other disposition by such Unit Owner of his Unit, at which time the new Unit Owner shall automatically become a member of the Association. In addition to any other rights Declarant may have pursuant to the Declaration, Declarant shall be a member of the Association with respect to all Units owned by Declarant and shall have the right, without limitation, to exercise the voting power appurtenant to such Units and the power to vote the same.

ARTICLE III

VOTING STIPULATIONS

Section 1.

Voting.

Except as otherwise provided by law, there shall be one voting member for each of the Units comprising the Condominium Property. Votes assigned to Units owned by the Association shall be cast as determined by a majority vote of the Board. The total number of votes of all members of the Association shall be one hundred and each Unit Owner shall be entitled to a number of votes equal to the total percentage of interest in the Common Areas and Facilities appurtenant to his Unit as set forth in Exhibit "D" to the Declaration. In the case of Unit(s) owned or held in the name of corporation(s) or partnership(s), a Certificate signed by the Unit Owner(s) shall be filed with the Secretary of the Association naming the person authorized to cast the vote for such Unit, which Certificate shall be conclusive until a subsequent substitute Certificate is filed with the Secretary of the Association. If such Certificate is not on file, the vote of such corporation or partnership shall not be considered nor shall the presence of such Unit Owner at a meeting be considered in determining whether the quorum requirement for such meeting has been met.

If a Unit shall be owned by a husband and wife as tenants in common, joint tenants or tenants by the entireties, no Certificate need be filed with the Secretary of the Association naming the person authorized to cast votes for such Unit, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the members of the Association, unless prior to such meeting either spouse has notified the Secretary of the Association in writing that there is disagreement as to whom shall represent their Unit at the meeting, in which case each spouse may exercise the proportion of the voting power of all the Owners of their Unit that is equivalent to his or her proportionate interest in their Unit. Fiduciaries and minors who are owners of record of a Unit or Units may vote their respective interests as Unit Owners. If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in a Unit, each may exercise the proportion of the voting power of all the Owners of the Unit that is equivalent to his and/or her, as the case may be, proportionate interest in the Unit. A fiduciary for a Unit Owner or of the Estate of a Unit Owner may vote as though he were the Unit Owner when he has furnished to the Association proof, satisfactory to it, of his appointment and qualification as: an executor under the last will of a deceased Unit Owner; an administrator of the estate of a deceased Unit Owner; a guardian, committee, or conservator of the estate of a ward or incompetent who is a Unit Owner; a trustee in bankruptcy of a Unit Owner; or a statutory or judicial receiver or liquidator of the estate or affairs of a Unit Owner; or an assignee for the benefit of creditors of a Unit Owner. When any other fiduciary or representative of a Unit Owner has furnished to the Association proof, satisfactory to it, of his authority, he may vote as though he were the Unit Owner. The Declarant or its nominee shall be the voting member with respect to any Unit owned by the Declarant.

Section 2.

Majority.

As used in these By-Laws the term "majority of owners" shall mean those Unit Owners holding in excess of 50% of the votes in accordance with the percentages of interest appurtenant to their respective Units in the Common Areas and Facilities shown in Exhibit "D" to the Declaration.

Section 3.

Quorum.

Except as otherwise provided by law, by the Declaration or by these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum. No action may be authorized or taken by a lesser percentage than required by law, by the Declaration or by these By-Laws.

Section 4.

Proxies.

Members of the Association 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 the Association of a proxy to vote or to act on his or their behalf shall be made in writing to the Board, shall be filed with the Secretary, and shall be revocable at any time by actual notice to the Board by the member or members of the Association 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.

ARTICLE IV

ADMINISTRATION

Section 1.

Place of Meetings.

Meetings of the Association shall be held, if possible, at such suitable place on the Condominium property as may be designated by the Board. If sufficient space is not available, then the meeting shall be held at some other suitable place located in Summit County, Ohio which is selected by the Board.

Section 2.

Establishment of the Association

The Association shall be established not later than the date that the deed or other evidence of ownership is filed for record following the first sale of a Condominium Ownership Interest.

Section 3.

Annual Meeting.

Subject to the provisions of Section 3 of ARTICLE V hereof, until the First Annual Meeting which shall be held in accordance with the provisions of Article V, Section 4 hereof, the Declarant or persons designated by the Declarant may appoint and remove members of the Board and officers of the Association. After the First Annual Meeting, there shall be an annual meeting of the Association on the first Tuesday of the same calendar month in which the First Annual Meeting was held. Such annual meeting shall be held at such place and time as the Board selects (but not later than thirty (30) days before or after such date) and as may be designated by written notice of the Board delivered to voting members

not less than ten (10) days prior to the date fixed for said annual meeting.

Section 4.

Special Meetings.

Special meetings of the members of the Association may be held on any business day when called by the President of the Association, or by the Board of the Association by action at a meeting or by a majority of the Members of the Board acting without a meeting or by members of the Association entitled to exercise at least twenty-five percent (25%) of the voting power of the Association. Upon request in writing delivered either in person or by certified mail to the President or the Secretary of the Association by any persons entitled to call a meeting of members, such officer shall forthwith cause to be given to the members entitled thereto notice of a meeting to be held on a date not less than seven (7) nor more than more than thirty (30) days after the receipt of such request as such officer may fix. If such notice is not given within ten (10) days after the receipt of such personal delivery or after the mailing of such request, the persons calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at such time and shall be held at such place on the Condominium Property or at such other place within Summit County, Ohio, as shall be specified in the notice of meeting. Calls for such meetings shall specify the purposes for which such meeting is requested. No business other than that specified in the call and set forth in the notice shall be considered at any special meeting.

Section 5.

Notice of Meetings.

Not less than seven (7) nor more than thirty (30) 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 By-Laws to give such notice. Such notice shall be given by personal delivery (which personal delivery shall also be effective if deposited in an Occupant's mail box or attached to or placed under the door to the Unit he occupies) or by mail to each member of the Association who is a Unit Owner of record as of the day preceding the day on which notice is given. If mailed, such notice shall be addressed to the members of the Association and others entitled to such notice at their respective addresses as they appear on the records of the Association or to the Unit Owner's Unit if no address has been given to the Association. Notice of the time, place and purpose of any meeting of members of the Association may be waived in writing by any members of the Association, either before or after the holding of such meeting, 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 a waiver by him of notice of such meeting.

Section 6.

Adjourned Meetings.

If any meeting of Unit Owners cannot be organized due to the failure to obtain a quorum, the Unit Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forth-eight (48) hours from the time the original meeting was called. If any meeting is adjourned, the 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.

Section 7.

Order of Business at Annual Meetings.

The order of business at all regular 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 the Board;
- (8) Unfinished and/or Old Business;
- (9) New Business;
- (10) Adjournment.

Section 8.

Order of Business at Special Meetings.

The business at each special meeting shall be that business specified in the notice therefor.

Section 9.

Actions Without a Meeting.

All actions, except removal of a Board member, which may be taken at a meeting of the Association, may be taken without a meeting with the approval of and in a writing or writings signed by Members of the Association having the percentage of voting power required to take such action if the same were taken at a meeting; provided, however, that not less than the majority of the voting membership, both in number and in percentage of voting power, signed the writing. Such writings shall be filed with the Secretary of the Association.

ARTICLE V.

BOARD OF MANAGERS

Section 1.

Qualification.

Except as otherwise provided herein, all Members of the Board of Managers (herein called "Board Members") shall be Unit Owners; spouses of Unit Owners; mortgagees of Units; partners, agents or employees of partnerships owning a Unit; officers, directors, agents or employees of corporations or associations owning a Unit; or fiduciaries, officers, agents or employees of fiduciaries owning a Unit. If a Board Member shall cease to meet such qualifications during his term, he will thereupon cease to be a Board Member and his place on the Board shall be deemed to be vacant. Board Members elected or designated by the Declarant need not fulfill the qualifications imposed by this Section 1 of this ARTICLE V or any other qualifications imposed on Board Members elected by Unit Owners other than the Declarant, except as otherwise provided in these By-Laws or by law, and Board Members elected or designated by the Declarant may be removed only by the Declarant or as otherwise provided herein.

Section 2.

Number of Board Members.

Subject to such limitations as are or may be imposed by Chapters 1702 and 5311 of the Ohio Revised Code, the Declaration or these Bylaws, as any of the same may be lawfully amended from time to time, all power and authority of this Association shall be exercised by a Board of Managers (hereinafter and hereinafter sometimes referred to as the "Board") consisting of seven (7) persons.

Section 3.

Election of Board Members by Declarant and Unit Owners
Prior to the First Annual Meeting.

Until such time as Condominium Ownership Interests to which more than twenty-five percent (25%) of the undivided interests in the Common Areas and Facilities appertain have been sold and conveyed by the Declarant, the Declarant shall have the right to elect or designate all seven (7) Board Members. Not later than the time that Condominium Ownership Interests to which twenty-five percent (25%) of the undivided interests in the Common Areas and Facilities appertain have been sold and conveyed by the Declarant, the Association shall meet and the Unit Owners, other than the Declarant, shall elect a total of two (2) Board Members who shall replace two (2) of the Board Members previously elected or designated by the Declarant. The Declarant shall have the sole right to designate the two (2) Board Members who will be replaced. Not later than the time that Condominium Ownership Interests to which fifty percent (50%) of the undivided interests in the Common Areas and Facilities appertain have been sold and conveyed by the Declarant, the Association shall meet and the Unit Owners, other than the Declarant, shall elect one (1) additional Board Member who shall replace one (1) of the Board Members previously elected or designated by the Declarant. The Declarant shall have the sole right to designate the one (1) Board Member who will be replaced.

Section 4.

First Annual Meeting.

Within thirty (30) days after the earlier of (a) three (3) years following the date of the establishment of the Association or (b) the date of the sale and conveyance of Condominium Ownership Interests to which appertain seventy-five percent (75%) or more of the undivided interests in the Common Areas and Facilities to purchasers in good faith for value, the Association shall meet (herein referred to as the "First Annual Meeting") and elect all seven (7) members of the Board and all officers of the Association, and all persons previously elected or designated whether by the Declarant or by the other Unit Owners shall immediately resign; provided, however, that such persons shall be eligible for re-election to the Board. The persons so elected at the First Annual Meeting shall take office upon such election and shall serve such terms for which they are elected in accordance with Section 5 of this ARTICLE V.

Section 5.

Election of Board Members from and after
the First Annual Meeting.

Except for the procedures set forth in Section 3 of this ARTICLE V for the election of Board Members prior to the First Annual Meeting, Board Members shall be elected at the annual meeting of members of the Association, but when the annual meeting is not held or Board Members are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by written secret ballot whenever requested by any member of the Association; but, unless such request is made, the election may be conducted in any manner approved at such meeting.

Any Board Member elected or designated prior to the First Annual Meeting shall hold office for a term not to exceed one (1) year after his election or designation. Commencing with the First Annual Meeting, Board Members shall be elected for such terms so that the terms of office of not less than one-third of the Board Members shall expire each year. Accordingly, at the First Annual Meeting of the Association, three (3) Board Members shall be elected for a term of two (2) years and four (4) Board Members shall be elected for a term of one (1) year.

All Board Members shall be elected in accordance with the provisions of this ARTICLE V. At meetings of the Association subsequent to the First Annual Meeting which are called for the purpose of electing Board Members, Board Members shall be elected for terms of two (2) years or to complete unfinished terms.

Except as otherwise provided herein, each Board Member shall hold office until the expiration of his term 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 by a writing to that effect delivered to the Secretary of the Association; such resignation shall take effect immediately or at such other time as the Board Member may specify.

Each member of the Association may cast as many of his votes as there are Board Members to be elected. By way of example, if three (3) Board Members are to be elected, a member of the Association shall have the right to cast a maximum of three (3) votes, but not more than one (1) vote may be cast for any candidate. The candidates receiving the votes of the greatest percentages of the voting power of the Association shall be elected and those receiving the highest percentages of the total vote cast shall serve for the longest terms. Tie votes shall be decided by drawing of lots.

Section 6.

Removal of Board Members

Except as otherwise provided herein and in the Act, the Board may remove any Board Member and thereby create a vacancy in the Board if by order of court such Board Member has been found to be of unsound mind, or if he is physically incapacitated, adjudicated a bankrupt, or fails to attend three consecutive meetings of the Board. At any regular or special meeting of members of the Association duly called at which a quorum shall be present, any one or more of the Board Members may be removed with or without cause by the vote of members entitled to exercise a majority of the voting power of the Association, and a successor or successors to such Board Member so removed may be elected at the same meeting for the unexpired term for each such removed Board Member. 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 prior to the vote on his removal.

Section 7.

Vacancies.

Except as otherwise provided herein and subject to the provisions of the Act, vacancies in the Board may be filled by a majority vote of the remaining Board Members until an election to fill such vacancies is held. Members of the Association shall have the right to fill any vacancy in the Board (whether or not the same has been temporarily filled by the remaining Board Members) at any meeting of the members of the Association called for that purpose, and any Board Members elected at any such meeting of members of the Association shall serve until the next annual election of Board Members and until their respective successors are elected and qualified.

Section 8.

Powers and Duties.

The Board shall have the powers, duties and authority specifically conferred upon it by the Act, the Declaration and these By-Laws and shall have the powers, duties and authority necessary for the administration of the affairs of the Association including, at its option, the adoption from time to time of Condominium Rules, which rules shall be furnished in writing to all Unit Owners, and may do all such acts and things as are not by law, the Declaration or by these By-Laws directed to be exercised and done by the Unit Owners or by the Declarant. Members of the Board will serve without compensation for their services, as such; provided, that nothing contained herein shall be construed to preclude any Board Member from having dealings with the Association in any other capacity and receiving compensation therefor. In addition, the Association shall have all rights and duties set forth in its Articles of Incorporation and in accordance with the laws of the State of Ohio.

Section 9.

Other Duties.

In addition to the duties imposed by these By-Laws or by resolutions of the Association, the Board shall be responsible for the following:

(a) maintenance, repair, replacement and surveillance of the Condominium Property and the Common Areas and Facilities and the Limited Common Area;

(b) levy of Assessments against the Unit Owners and the collection of same;

(c) designation and dismissal of the personnel necessary for the maintenance and operation of the Condominium Property, the Common Areas and Facilities and the Limited Common Area;

(d) In carrying out the purposes of the Association and subject to the limitations prescribed by law, the Declaration or these By-Laws, the Board, for and on behalf of the Association, may:

(i) Purchase or otherwise acquire, mortgage, lease as lessee, hold, use, lease as lessor, sell, exchange, transfer and dispose of property of any description or any interest therein;

(ii) make contracts;

(iii) effect insurance; and

(iv) borrow money, and issue, sell, and pledge notes, bonds and other evidences of indebtedness of the Association provided that if such borrowing is in excess of FIVE THOUSAND DOLLARS (\$5,000.00) the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association shall be obtained at a special meeting duly held for such purpose.

Section 10.

Managing Agent.

Subject to the provisions of the Act and the Declaration, the Board may employ for the Association a Managing Agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 9 of this ARTICLE V.

Section 11.

Organizational Meeting.

Immediately after each annual meeting of members of the Association or special meeting held in lieu thereof, the newly elected Board Members and those Board Members whose terms have not expired shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting of the Board need not be given.

Section 12.

Regular Meetings.

Regular meetings of the Board may be held at such time and place in Summit County, Ohio, as shall be determined from time to time, by a majority of the Board, but at least four (4) such meetings shall be held during each calendar year. Notice of regular meetings of the Board shall be given to each Board Member, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meetings. At such meetings, any and all business within the power of the Board may be transacted.

Section 13.

Special Meetings.

Special meetings of the Board may be held at any time upon call by the President or by any four (4) Board Members. Notice of the time, place and purposes of each special meeting shall be given to each Board Member by the Secretary or by the person or persons calling such meeting. Such notice shall state the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the Board Member receiving it may have reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if delivered or mailed at least forty-eight (48) hours prior to the meeting and directed to the residence of the Board Members shown upon the Secretary's records. Unless otherwise indicated in the notice thereof, any business may be transacted at any organizational, regular or special meeting of the Board.

Section 14.

Waiver of Notice.

Before or at any meeting of the Board, any Board Member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board Member at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Board Members are present at any meeting of

the Board, no notice shall be required and any business may be transacted at such meeting.

Section 15.

Quorum.

At all meetings of the Board, a majority of the Board shall constitute a quorum for the transaction of business, and the acts of the majority of the Board Members present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 16.

Open Meetings.

All meetings of the Board shall be open to all Unit Owners. Adequate notice of all meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance of meetings of the Board except in case of emergency.

Section 17.

Action Without a Meeting.

Any action required to be taken, or any action which may be taken, at a meeting of the Board, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Board Members entitled to vote with respect to the subject matter thereof.

Section 18.

Committees.

The Board may by resolution provide for such standing or special committees as it deems desirable, and discontinue the same at its discretion. Each such committee consisting of not less than three (3) members shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the Board. Each such committee shall keep full records and accounts of its proceedings and transactions. All action by any such committee shall be reported to the Board at its meeting next succeeding such action and shall be subject to control, revision and alteration by the Board; provided that no rights of third persons shall be prejudicially affected thereby. Each such committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the Board, and it shall also meet at the call of the President of the Association or of any two members of the

committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 13 of this ARTICLE V relating to the notice required to be given of special meetings of the Board shall also apply to meetings of each such committee. A majority of the members of a committee shall constitute a quorum. Each such committee may act in writing or by telegram or by telephone with written confirmation, without a meeting, but no such action shall be effective unless concurred in by all members of the committee. Vacancies in such committee shall be filled by the Board or in such manner as the Board may provide.

Section 19.

Fidelity Bonds.

The Board may require that all officers, employees, volunteers and agents of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds or insurance. The premiums on such bonds or insurance shall be paid by the Association, and shall be a Common Expense.

ARTICLE VI

OFFICERS

Section 1.

Designation.

The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board. The Board may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary who are not Members of the Board, but are members of the Association. Each such officers shall hold office during the pleasure of the Board, and perform such duties as the Board may prescribe.

Section 2.

Election of Officers.

The officers of the Association shall hold office during the pleasure of the Board, and, unless sooner removed by the Board, until the first meeting of each new Board or until their successors are chosen and qualified.

Removal of Officers.

Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose. A vacancy in any office, however created, shall be filled by the Board.

Section 4.

President.

The President shall be the Chief Executive Officer of the Association. He shall have all of the general powers and duties which are usually vested in the office of the President of an Association, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. He shall have authority to sign all contracts, notes and other instruments requiring his signature and shall have all the powers and duties as the Board may from time to time assign to him.

Until the First Annual Meeting, the Declarant reserves the right to designate the President of the Association.

Section 5.

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 6.

Secretary.

The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board may direct, and he shall, in general, perform all the duties incident to the office of Secretary and such duties as the Board may prescribe. A copy of such minutes shall be posted in a place designated by the Board.

Section 7.

Treasurer.

The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate

accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by the Board and he shall perform such other duties as from time to time may be assigned to him by the Board.

Section 8.

Duties of Officers May be Delegated.

In the absence of any officer of the Association, or for any other reason the Board may deem sufficient, the Board may delegate the powers or duties, or any of them, of such officers, to any other officer or to any Board Member or to the Managing Agent, if any.

ARTICLE VII

MAINTENANCE AND REPAIR

The Board or the Managing Agent, if one is employed, shall have the authority either to hire permanent or temporary employees or to contract specifically for the performance of ordinary repairs and maintenance, or to do both, and to purchase the tools and implements used in repair, maintenance, gardening and snow removal and to take any and all actions on behalf of the Association which may be necessary or appropriate to the proper functioning of the Condominium Property. The execution of a management agreement with a Managing Agent or management company which authorizes or requires the Managing Agent or management company to perform certain duties shall be deemed to be a delegation and authorization to such Managing Agent or management company of such duties and of such power and authority necessary to carry out such duties.

Every Unit Owner must perform promptly all maintenance and repair work within his own Unit, which if omitted would affect the Condominium Property in its entirety or in a part belonging to other Unit Owners, said Unit Owner being expressly responsible for the damages and liabilities that his failure to do so may engender.

ARTICLE VIII

COMMON EXPENSES AND PROFITS.

Section 1.

Common Expenses.

The cost of maintenance and repair of Common Area, including but not limited to, the Building, landscaping, snow removal, hazard, liability, and other insurance, salaries and fees of the Managing Agent or management company, if any, and employees, utilities not separately

metered to individual Units, the cost of tools and equipment, bonding fees or premiums and all other charges deemed necessary or appropriate to the proper functioning of the condominium Property shall be deemed to be Common Expenses. The cost of such Common Expenses shall be defrayed by Assessments levied against the units in the manner set forth below.

Notwithstanding anything in these By-Laws or in the Declaration which authorizes expenditures, no single expenditure shall be made by the Association for any additions, alterations or improvements (as distinguished from expenditures for maintenance, repair or replacement and as distinguished from any expenditures in excess of the following amounts approved in the annual budget) of the Common Areas and Facilities exceeding in total cost Five Thousand Dollars (\$5,000.00), nor shall annual expenditures for such additions, alterations or improvements aggregating in excess of Fifteen Thousand Dollars (\$15,000.00) be made, without in each case having the prior approval of the members of the Association entitled to exercise a majority of the voting power of all members of the Association present in person or by proxy at an annual or a special meeting duly held for such purpose. If such approval is obtained, the Board shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a common expense. The limitations on expenditures by the Association contained in this Section 1 of ARTICLE VIII shall in no event apply to repair of the Condominium Property due to casualty loss, emergency repairs immediately necessary for the preservation and safety of the Condominium Property, for the safety of persons or to avoid suspension of any necessary services. The foregoing provisions of this Section 1 also shall not apply to the rehabilitation and renewal of obsolete property which shall be governed by the Declaration.

Section 2.

Common Profits.

Any revenue derived from the Common Area or from any Unit(s) owned by the Association in excess of the Common Expenses, shall be divided pro rata among the Unit Owners (according to each Unit Owner's percentage of interest in the Common Area as set forth in Exhibit D to the Declaration), added to a reserve fund, or credited to reduce Assessments, as the Board may determine. The Board is authorized, notwithstanding anything in this Article to the contrary, to adopt any such Condominium Rules which will permit the Association to qualify for any treatment under the United States Internal Revenue Code, as said Code may be amended from time to time, which in the opinion of the Board shall be advantageous to the Association.

ARTICLE IX

ASSESSMENTS

Section 1.

Obligation of Unit Owners to Pay Assessments.

It shall be the duty of every Unit Owner to pay his proportionate share of the Common Expenses. Such proportionate share shall be in the same ratio as his percentage of interest in the Common Area as set forth in the Declaration. Payment thereof shall be in such amounts and at such times as may be determined by the Board in accordance with these By-Laws.

Section 2.

Preparation of Estimated Budget.

On or before the first day of December of each year, the Board shall estimate the total amount necessary to pay the Common Expenses for the next calendar year together with reasonable amounts for reserves if so determined by the Board, and other amounts necessary or required for the operation of the Condominium Property as authorized by the Declaration and these By-Laws. On or before the December 1 following the First Annual Meeting and each year thereafter, the Board shall notify each Unit Owner in writing of the amount of such estimate (the "estimated cash requirement"), with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage of interest in the common Area as set forth in Exhibit "D" to the Declaration, and as may be modified as authorized in the Declaration. On or before January 1 of the ensuing year, and the first 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. If the "estimated cash requirement" proves inadequate for any reason, including the non-payment by any Unit Owner of his Assessment, the Association may at any time prepare an adjusted estimate and levy an additional Assessment, which shall be assessed to Unit Owners in proportion to each Unit Owner's percentage of interest in the Common Area. The Association shall give written notice of any such additional Assessment to all Unit Owners stating the amount thereof, the reasons therefor and time when the same shall be effective, which shall not be less than ten (10) days after the mailing of such notice, or, if the same is not mailed, the delivery thereof. All Unit Owners shall be obligated to pay the monthly amount as adjusted. Any amount collected by the Association in excess of the amount required for the actual expenses and reserves in any year shall be credited promptly after the same has been determined according to each Unit Owner's percentage interest in the Common Area, to the monthly installments next due from Unit Owners under the current year's estimate. Any deficiency shall be added, according to each Unit Owner's percentage of interest in the Common Area, to the installments due in the succeeding six months after rendering of the accounting.

Section 3.

Fiscal Year.

The fiscal year of the Association shall end on the thirty-first day of December in each year, or on such other day as may be fixed by the Board of Managers in Accordance with the provisions of law.

Section 4.

Budget for First Year.

The Board shall determine the estimated cash requirement, as hereinabove defined, for the period commencing at the beginning of the second full month after its election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Unit Owners during said period as provided in Section 2 of this ARTICLE IX.

Section 5.

Failure to Prepare Annual Budget.

The failure or delay of the Board to prepare or serve the annual or adjusted budget on any Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay his share of the Common Expenses, including, without limitation, the maintenance cost and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay a monthly Assessment at the then existing monthly rate established for the previous period until the amount of the monthly Assessment is changed as herein provided.

Section 6.

Reserve Fund.

The Board shall establish and maintain for the Association a reasonable reserve fund for contingencies and replacements in such amount as the Board may deem necessary. Upon the sale of a Unit by any Unit Owner, such Unit Owner shall have no right to any portion of the funds in the reserve account; nor shall such Unit Owner have any claim against the Association with respect thereto. Extraordinary expenditures incurred in any year which were not originally included in the estimated cash requirement for such year shall be charged first against such reserve fund. The amount of the reserve fund shall be reviewed and determined annually by the Board.

Section 7.

Payment of Assessments.

Following the establishment of the Association and prior to the preparation of the estimated budget in accordance with Section 2 of this ARTICLE IX, monthly assessments shall be paid by Unit Owners, including Declarant in its capacity as owner of any unsold Units, in an amount estimated by the Board as being sufficient to cover the initial working capital requirements for the Association (the respective amounts payable by each Unit Owner being based upon such Unit Owner's percentage of interest in the Common Areas and Facilities as set forth in Exhibit "D" to the Declaration) and if such monthly assessments shall be less than required to meet current Common Expenses, all Unit Owners, including the Declarant in its capacity as owner of any unsold Units, shall make up any deficiency on a pro rata basis in accordance with their respective percentages of interest in the Common Areas and Facilities as shown on Exhibit "D" to the Declaration.

In addition to such regular monthly assessments, each purchaser of a Unit from the Declarant will be required to make, at the time such purchaser acquires title to a Unit, an initial capital contribution to the Association equal to the estimated monthly assessment for Common Expenses for each Unit purchased. The general purpose of this contribution is to provide the Association with a portion of the necessary initial working capital and a contingency reserve. Such funds may be used for certain prepaid items (e.g., insurance premiums, utility deposits and organizational, equipment and supply costs) and for such other purposes as the Board may determine. This initial capital contribution is not an escrow or advance, is not refundable and shall not be required of the Declarant, but only from those persons who or which purchase a Unit or Units from the Declarant.

Regular monthly assessments shall be paid to the Association commencing on the first day of the calendar month immediately following the date on which the first Unit is sold and the deed evidencing such sale shall have been filed for record with the Summit County, Ohio Recorder and shall continue to be due and payable on the first day of each and every calendar month thereafter. Said assessments shall be deposited when received by the Association in an account established in the name of the Association at a bank or savings and loan association. Unit Owners (including Declarant as to unsold units) shall continue to pay such monthly assessments as aforesaid until revised assessments are made by the Board in the manner herein provided.

Section 8.

Status of Funds Collected by Association.

All the funds collected hereunder shall be held and expended solely for the purposes designated in the Declaration and these By-Laws and (except for special assessments as may be levied hereunder against less than all 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 Unit Owners in proportion to each unit Owner's percentage of interest in the Common Area. All sums collected by the Association from Assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board.

Section 9.

Lien of Unpaid Assessments.

Unpaid assessments shall be a lien upon the Unit in the manner specified in the Declaration. The Board may charge interest on unpaid assessments as provided in the Declaration.

Section 10.

Remedies for Failure to Pay Assessments.

If a Unit Owner is in default in the payment of any charges or Assessments for ten (10) days, the association upon authorization of the Board may bring suit to enforce collection thereof or to foreclose the lien thereof as provided in the Declaration, together with interest as provided in the Declaration, and reasonable attorneys' fees. The amount of any delinquent and unpaid charges or Assessments, and interest, costs and fees as above provided shall constitute a lien and may be foreclosed by the action brought by the Association if authorized by the Board as in the case of foreclosure of liens against real estate.

Section 11.

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 by any representative of a Unit Owner duly authorized in writing, at reasonable times and upon written request by a Unit Owner. Upon fifteen (15) days' prior written notice to the Board and upon 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 12.

Annual Statements.

Within one hundred twenty (120) days after the end of each fiscal year of the Association, the Board shall furnish to each Unit Owner a financial statement consisting of (a) a balance sheet containing a summary of the assets and liabilities of the Association as of the date of such balance sheet and (b) a statement of the income and expenses for the period commencing with the date marking the end of the period for which the last preceding statement of income and expenses required hereunder was made and ending with the date of said statement, or in the case of the

first such statement, from the formation of the Association to the date of said statement. The financial statement shall have appended thereto a certificate signed by the President or a Vice President and the Treasurer or an Assistant Treasurer of the Association or by a public accountant or firm of public accountants to the effect that the financial statement presents fairly the financial position of the Association and the results of its operations in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding period except as otherwise specified therein.

Section 13.

Annual Audit.

The books of the Association shall be reviewed once a year by the Board, and such review shall be completed prior to each annual meeting. At any time upon the request of Unit Owners holding more than fifty percent (50%) of the voting power of the Association, or upon request of four (4) members of the Board, the Board shall cause a review of the books of the Association to be made by a Certified Public Accountant, any such additional review to be at the expense of the Association.

Section 14.

Special Services.

The Association may arrange for special services and facilities for the benefit of such unit Owners and/or Occupants as may desire to pay for same, including, without limitation, the cleaning, repair and maintenance of Units and special recreational, garage, educational or medical facilities available to specific Unit Owners and/or Occupants. The cost of any such special services or facilities shall be determined by the Association and may be charged directly to participating Unit Owners and/or Occupants or paid through a special assessment levied against such participating Unit Owners and/or Occupants.

ARTICLE X

MORTGAGEES

Section 1.

Notices to Mortgagees.

A Unit Owner who mortgages his Unit shall notify the Association through the Managing Agent, if any, or the President of the Board in the event there is no Managing Agent, of the name and address of his First Mortgagee and thereafter shall notify the Association of the full payment, cancellation or other alteration in the status of such First Mortgage. The Association shall maintain such information in a book entitled "Mortgagees of Units".

Section 2.

Rights of Mortgagees.

A First Mortgagee of a Unit shall be entitled to written notice from the Association of any default by its mortgagor Unit Owner which is not cured within sixty (60) days. Any First Mortgagee may from time to time request in writing a written statement from the Board setting forth any and all unpaid assessments due and owing from its mortgagor Unit Owner with respect to the Unit subject to the lien of its mortgage and such request shall be complied with within fifteen (15) days from receipt thereof. Any First Mortgagee holding a mortgage on a Unit may pay any unpaid Common Expenses assessed with respect to such unit and upon such payment, such First Mortgagee shall have a lien on such Unit for the amounts so paid at the same rank as the lien of its mortgage.

ARTICLE XI

INDEMNIFICATION

Section 1.

General.

The Association shall indemnify any Board Member, officer, employee, or agent of the Association or any former Board Member, officer, employee or agent of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement actually and necessarily 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 being or having been such Board Member, officer, employee or agent of the Association, provided it is determined in the manner hereinafter set forth (a) that such Board Member, officer, employee or agent of the Association was not, and is not adjudicated to have been, negligent or guilty of misconduct in the performance of his duty to the Association, (b) that he acted in good faith in what he reasonably believed to be in the best interest of the Association; (c) that, in any matter the subject of a criminal action, suit or proceeding, he had no reasonable cause to believe that this conduct was unlawful, and (d) in case of settlement, that the amount paid in the settlement was reasonable. Such determination shall be made either (i) by the Board Members of the Association acting at a meeting at which a quorum consisting of Board Members who are not parties to or threatened with any such action, suit or proceeding is present, or (ii) in the event of settlement, by a written opinion of independent legal counsel selected by the Board Members.

Section 2.

Advance of Expenses.

Funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding, may be advanced by the Association prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay such amounts unless it shall ultimately be determined that he is entitled to indemnification hereunder.

Section 3.

Indemnification Not Exclusive; Insurance.

The indemnification provided for in this ARTICLE XI shall not be exclusive, but shall be in addition to (a) any other rights to which any person may be entitled under the Articles of Incorporation, Rules and Regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1702.12(E) of the Ohio Revised Code, or otherwise. The Association may purchase and maintain insurance on behalf of any person who is or was a Board Member, officer, agent or employee of the Association against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

Section 4.

Indemnification by Unit Owners.

The Board Members and officers of the Association shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the Board Members and officers of the Association against all contractual liability to third parties arising out of contracts made on behalf of the Association except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or By-Laws. It is intended that the Board Members and officers of the Association shall have no personal liability with respect to contracts entered into on behalf of the Association. Every agreement made by any Board Member, officer, employee or agent of the Association or by the Managing Agent, if any, on behalf of the Association, shall provide that such Board Member, officer, employee or agent of the Association, or the Managing Agent, as the case may be, is acting only as agent for the Association and shall have no personal liability thereunder (except as a Unit Owner), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Areas and Facilities bears to the total percentage interest of all Unit Owners in the Common Areas and Facilities.

Section 5.

Cost of Indemnification.

Any sum paid or advanced by the Association under this ARTICLE XI shall constitute a Common Expense and the Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this ARTICLE XI; provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of any Board Member, officer, employee or agent of the Association, or out of the aforesaid indemnity in favor of such Board Member, officer, employee or agent of the Association, shall be limited to such proportion of the total liability hereunder as said Unit Owner's percentage of interest in the Common Areas and Facilities bears to the total percentage interest of all the Unit Owners in the Common Areas and Facilities.

ARTICLE XII

GENERAL PROVISIONS

Section 1.

Right of Entry.

(a) Each Unit shall be subject to the right of access for the purpose of maintenance, repair, or service of any Common Area and Facility located within its boundaries or any portion of the Unit itself or the Limited Common Area pertaining to such Unit by persons authorized by the Board. No maintenance, repair, or service of any portion of a Unit shall be authorized, however, unless it is necessary in the opinion of the Board for public safety or in order to prevent damage or destruction of any other part of the Condominium Property. In connection therewith, the Board reserves the right to retain a passkey to each Unit, and no locks or other devices shall be placed on the doors to any Unit to obstruct access through the use of such passkey. Such passkeys shall be kept in a secure manner.

(b) Each Unit shall also be subject to the right of other Unit Owners or their representatives, when so required, to enter a Unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is not made at an unreasonable time. In case of emergency, such right of entry shall be immediate.

Section 2.

Acquisition, Lease, Sale or Exchange of Property.

Whenever the Board determines to acquire, lease, sell or exchange real property or any interest therein, other than any Unit, or any personal property having a value in excess of Three Thousand Dollars (\$3,000.00), the Board shall submit such acquisition, lease or exchange to

the vote of the Unit Owners, and, upon the affirmative vote of the Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power of the Association present in person or by proxy at an annual meeting or a special meeting duly held for such purpose, the Board may proceed with such acquisition, lease, sale or exchange, in the name of the Association and on behalf of all Unit Owners, and the costs and expenses incident thereto shall constitute part of the Common Expenses.

Section 3.

Rules and Regulations.

The Association, by the affirmative vote of the Unit Owners entitled to exercise a majority of the voting power of the Association, or the Board, by a vote of the majority of the Board Members, may adopt such reasonable Rules and Regulations and from time to time amend the same supplementing the Rules and Regulations set forth in the declaration and these By-Laws as it or they may deem advisable for the operation, use, maintenance, conservation and beautification of the Condominium Property or any portion thereof, or for the health, comfort, safety and general welfare of the Unit Owners and Occupants of the Condominium Property. Written notice of such Rules and Regulations shall be given to all Unit Owners and Occupants, and the Condominium Property shall at all times be maintained subject to the Rules and Regulations.

Section 4.

Declarant's Rights Pending First Annual Meeting.

Subject to the provisions of Section 5311.08 of the Ohio Revised Code, between the date that the Association is established and the date of the event which gives rise to the First Annual Meeting, the Declarant or persons designated by the Declarant shall have the right to appoint and remove members of the Board of Managers and officers of the Association and to exercise the powers and responsibilities otherwise assigned by law or the Declaration to the Association, the Board or the officers of the Association so long as such rights are exercised in accordance with the provisions of the Act.

Section 5.

Severability.

The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of any other provision contained in these By-Laws.

Section 6.

Ratification.

All present or future Unit Owners or their employees or Occupants shall be subject to the provisions set forth in the Declaration and in these By-Laws. The mere acquisition or rental of any of the Units located within the Condominium Property described in the Declaration, or the mere act of occupancy of any of said Units will constitute acceptance and ratification of the Declaration and of these By-Laws.

Section 7.

Conflict Between Declaration, Articles of Incorporation,
By-Laws and Rules and Regulations.

In the event of conflict or inconsistency between any of the provisions of the Declaration or the Articles of Incorporation of the Association or these By-Laws or the Rules and Regulations of the Association, as the case may be, it is hereby agreed that the provisions of the Declaration shall be paramount, and the Unit Owners and all persons claiming under them covenant to vote in favor of such amendments to the Articles of Incorporation or the By-Laws or the Rules and Regulations, as the case may be, as will remove such conflicts or inconsistencies.

Section 8.

Agreement Binding.

All agreements and determinations lawfully made by the Association in accordance with the procedure established in the Declaration and these By-Laws shall be deemed to be binding upon all Unit Owners, and their respective heirs, executors, administrators, successors and assigns.

EXHIBIT "C"

DRAWINGS

OF

VERSAILLES AT HUDSON

being
separately recorded
among the Condominium Map Records
of the Summit County, Ohio Recorder's Office

RB. 127 Pp. 1-46

EXHIBIT "D"

<u>Unit No.</u>	<u>Square Feet</u>	<u>No. of Rooms No. of Baths</u>	<u>Percent Interest in Common Areas (Par Value)</u>
75-101	1,050	4/1	.7383
75-102	1,050	4/1	.7383
75-103	779	3/1	.5684
75-104	779	3/1	.5684
75-105	800	3/1	.5884
75-106	800	3/1	.5884
75-107	1,132	4/2	.6882
75-109	1,132	4/2	.6882
75-110	1,060	4/2	.6882
75-111	800	3/1	.5884
75-112	800	3/1	.5884
75-113	779	3/1	.5684
75-114	779	3/1	.5684
75-115	1,050	4/1	.7383
75-116	1,050	4/1	.7383
75-201	1,050	4/1	.7483
75-202	1,050	4/1	.7483
75-203	779	3/1	.5784
75-204	779	3/1	.5784
75-205	800	3/1	.5984
75-206	800	3/1	.5984
75-207	1,132	4/2	.6982
75-208	1,060	4/2	.6982
75-209	1,132	4/2	.6982
75-210	1,060	4/2	.6982
75-211	800	3/1	.5984
75-212	800	3/1	.5984
75-213	779	3/1	.5784
75-214	779	3/1	.5784
75-215	1,050	4/1	.7483
75-216	1,050	4/1	.7483
75-301	1,050	4/1	.7483
75-302	1,050	4/1	.7483
75-303	779	3/1	.5784
75-304	779	3/1	.5784
75-305	800	3/1	.5984
75-306	800	3/1	.5984
75-307	1,132	4/2	.6982
75-308	1,060	4/2	.6982
75-309	1,132	4/2	.6982
75-310	1,060	4/2	.6982
75-311	800	3/1	.5984
75-312	800	3/1	.5984
75-313	779	3/1	.5784
75-314	779	3/1	.5784
75-315	1,050	4/1	.7483
75-316	1,050	4/1	.7483

<u>Unit No.</u>	<u>Square Feet</u>	<u>No. of Rooms No. of Baths</u>	<u>Percent Interest in Common Areas Per Value</u>
77-101	1,330		
77-102	1,330	5/2	
77-103	779	3/1	.9031
77-104	779	3/1	.9031
77-105	800	3/1	.5684
77-106	800	3/1	.5684
77-107	1,180	3/1	.5884
77-108	1,060	4/2	.7882
77-109	1,180	4/2	.6882
77-110	1,060	4/2	.7882
77-111	800	4/2	.6882
77-112	800	3/1	.5884
77-113	779	3/1	.5884
77-114	779	3/1	.5684
77-115	1,330	3/1	.5684
77-116	1,330	5/2	.9031
		5/2	.9031
77-201	1,330		
77-202	1,330	5/2	.9131
77-203	779	5/2	.9131
77-204	779	3/1	.5784
77-205	800	3/1	.5784
77-206	800	3/1	.5984
77-207	1,180	3/1	.5984
77-208	1,060	4/2	.7982
77-209	1,180	4/2	.6982
77-210	1,060	4/2	.7982
77-211	800	4/2	.6982
77-212	800	3/1	.6982
77-213	779	3/1	.5984
77-214	779	3/1	.5984
77-215	1,330	3/1	.5784
77-216	1,330	5/2	.9131
		5/2	.9131
77-301	1,330		
77-303	779	5/2	.9131
77-304	1,807	3/1	.5784
77-305	800	5/2.5	1.3975
77-306	1,148	3/1	.5984
77-307	1,180	4/2	.7982
77-308	1,180	4/2	.7982
77-309	1,060	4/2	.6982
77-310	1,180	4/2	.6982
77-311	1,060	4/2	.7982
77-312	800	3/1	.6982
77-313	800	3/1	.5984
77-314	779	3/1	.5984
77-315	2,136	3/1	.5784
	1,330	5/2	1.3975
		5/2	.9131

<u>Unit No.</u>	<u>Square Feet</u>	<u>No. of Rooms No. of Baths</u>	<u>Percent Interest in Common Areas (Per Value)</u>
79-101	1,050	4/1	
79-102	1,050	4/1	.7383
79-103	779	3/1	.7383
79-104	779	3/1	.5684
79-105	800	3/1	.5684
79-106	800	3/1	.5884
79-107	1,132	4/2	.5884
79-108	1,060	4/2	.7682
79-109	1,132	4/2	.6882
79-110	1,060	4/2	.7682
79-111	800	3/1	.6882
79-112	800	3/1	.5884
79-113	779	3/1	.5884
79-114	779	3/1	.5684
79-115	1,050	4/1	.5684
79-116	1,050	4/1	.7383
79-201	1,050	4/1	.7383
79-202	1,050	4/1	.7483
79-203	779	3/1	.7483
79-204	779	3/1	.5784
79-205	800	3/1	.5784
79-206	800	3/1	.5984
79-207	1,132	4/2	.5984
79-208	1,060	4/2	.7782
79-209	1,132	4/2	.6982
79-210	1,060	4/2	.7782
79-211	800	3/1	.6982
79-212	800	3/1	.5984
79-213	779	3/1	.5984
79-214	779	3/1	.5784
79-215	1,050	4/1	.5784
79-216	1,050	4/1	.7483
79-301	1,050	4/1	.7483
79-302	1,050	4/1	.7483
79-303	779	3/1	.7483
79-304	779	3/1	.5784
79-305	800	3/1	.5784
79-306	800	3/1	.5984
79-307	1,132	4/2	.5984
79-308	1,069	4/2	.7782
79-309	1,132	4/2	.6982
79-310	1,060	4/2	.7782
79-311	800	3/1	.6982
79-312	800	3/1	.5984
79-313	779	3/1	.5984
79-314	779	3/1	.5784
79-315	1,050	4/1	.5784
79-316	1,050	4/1	.7483

GARAGE UNITS

<u>Garage No.</u>	<u>Square Feet</u>	<u>Percent Interest in Common Areas (Fair Value)</u>
75-1G	252	.0250
75-2G	264	.0250
75-3G	240	.0250
75-4G	240	.0250
75-5G	212	.0250
75-6G	200	.0250
75-7G	200	.0250
75-8G	200	.0250
75-9G	200	.0250
75-10G	201	.0250
75-11G	189	.0250
75-14G	200	.0250
75-15G	200	.0250
75-16G	200	.0250
75-17G	200	.0250
75-18G	200	.0250
75-19G	224	.0250
75-20G	164	.0150
75-21G	164	.0150
75-22G	224	.0250
75-23G	200	.0250
75-24G	200	.0250
75-25G	200	.0250
75-26G	200	.0250
75-27G	200	.0250
75-28G	206	.0250
75-29G	210	.0250
75-30G	210	.0250
75-31G	210	.0250
75-32G	210	.0250
75-33G	210	.0250
75-34G	200	.0250
75-35G	200	.0250
75-36G	200	.0250
75-37G	200	.0250
75-38G	200	.0250
75-39G	212	.0250
75-40G	240	.0250
75-41G	240	.0250
75-42G	240	.0250
75-43G	252	.0250

GARAGE UNITS

<u>Garage No.</u>	<u>Square Feet</u>	<u>Percent Interest in Common Areas (Per Value)</u>
77-1G	220	.0250
77-2G	226	.0250
77-3G	240	.0250
77-4G	240	.0250
77-5G	240	.0250
77-6G	228	.0250
77-7G	220	.0250
77-8G	220	.0250
77-9G	220	.0250
77-10G	220	.0250
77-11G	220	.0250
77-12G	237	.0250
77-14G	200	.0250
77-15G	200	.0250
77-16G	200	.0250
77-17G	200	.0250
77-18G	200	.0250
77-19G	200	.0250
77-20G	200	.0250
77-21G	200	.0250
77-22G	200	.0250
77-23G	200	.0250
77-24G	200	.0250
77-25G	200	.0250
77-26G	200	.0250
77-27G	200	.0250
77-28G	200	.0250
77-29G	200	.0250
77-30G	236	.0250
77-31G	240	.0250
77-32G	240	.0250
77-33G	240	.0250
77-34G	240	.0250
77-35G	237	.0250
77-36G	220	.0250
77-37G	220	.0250
77-38G	220	.0250
77-39G	220	.0250
77-40G	220	.0250
77-41G	228	.0250
77-42G	240	.0250
77-43G	240	.0250
77-44G	240	.0250
77-45G	226	.0250
77-46G	210	.0250

GARAGE UNITS

<u>Garage No.</u>	<u>Square Feet</u>	<u>Percent Interest in Common Areas (Par Value)</u>
79-1G	216	.0250
79-2G	240	.0250
79-3G	240	.0250
79-4G	240	.0250
79-5G	224	.0250
79-6G	200	.0250
79-7G	200	.0250
79-8G	200	.0250
79-9G	200	.0250
79-10G	200	.0250
79-11G	206	.0250
79-12G	210	.0250
79-13G	210	.0250
79-14G	210	.0250
79-15G	210	.0250
79-16G	210	.0250
79-17G	200	.0250
79-18G	200	.0250
79-19G	200	.0250
79-20G	200	.0250
79-21G	200	.0250
79-22G	212	.0250
79-23G	240	.0250
79-24G	240	.0250
79-25G	212	.0250
79-26G	200	.0250
79-27G	200	.0250
79-28G	200	.0250
79-29G	200	.0250
79-30G	201	.0250
79-31G	189	.0250
79-33G	160	.0250
79-34G	200	.0250
79-35G	200	.0250
79-36G	200	.0250
79-37G	200	.0250
79-38G	200	.0250
79-39G	224	.0250
79-40G	240	.0250
79-41G	240	.0250
79-42G	240	.0250
79-43G	216	.0250

CONSENT OF MORTGAGEE

The undersigned, UNION COMMERCE BANK, does hereby execute this instrument to evidence its consent to the filing of the attached Declaration of Condominium Ownership and does hereby confirm that by said filing the lien of its Mortgage at Volume 6619, Page 130 of the Mortgage Records of Summit County, Ohio shall be subordinate and inferior to said Declaration of Condominium Ownership, the provisions of Chapter 5311 of the Ohio Revised Code and the By-Laws of the Association of Owners of Versailles at Hudson Condominiums.

WITNESS:

Connie S. Strauss
Donald E. Williams

UNION COMMERCE BANK
By N. V. Christopolis
N. V. Christopolis, Vice President
By Donald E. Williams
DONALD E. WILLIAMS, LOAN OFFICER

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named UNION COMMERCE BANK by N. V. Christopolis, its Vice President, and DONALD E. WILLIAMS, its LOAN OFFICER, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, by authority of its Board of Directors, 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 Cleveland, Ohio, this 10th day of November, 1981.

Connie S. Strauss
Notary Public
CONNIE S. STRAUSS
Notary Public for State of Ohio
My commission expires Aug. 12, 1985

TRANSFER NOT NECESSARY
Received NOV. 13, 1981 @ 2:21 PM
Recorded DEC. 15, 1981
Recorder's fee \$ 486.90
Recorder

6568
23

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR THE VERSAILLES AT HUDSON CONDOMINIUM

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE VERSAILLES AT HUDSON CONDOMINIUM WAS FILED IN THE OFFICE OF THE COUNTY AUDITOR OF SUMMIT COUNTY, OHIO.

James B. McCarty
COUNTY AUDITOR

OR 1479 - 979

DATED: October 13, 1993 BY: Cuyatt
COUNTY AUDITOR

COUNTY OF SUMMIT
RECEIVED & RECORDED

David W. Kaman
600 Terminal Tower
Cleveland 44113
ew

888586

93 OCT 15 PM 2:16

J.R. _____ PG. 919-985

RALPH JAMES - RECORDER

FEE \$ 36⁰⁰

APPROVED AS TO FORM
William E. Schuch
Assistant Prosecuting Attorney Summit County, Ohio

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR THE VERSAILLES AT HUDSON CONDOMINIUM

OR 1479 - 980

WHEREAS, the Declaration of Condominium Ownership for the Versailles at Hudson Condominium was recorded in Volume 6568, Page 23 et. seq., of Summit County Records, and

WHEREAS, The Versailles at Hudson Condominium Unit Owners' Association is a corporation consisting of all Family Unit Owners in the Versailles at Hudson Condominium and as such is the representative of said owners, and

WHEREAS, Article 25 of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Family Unit Owners in excess of 75% of the voting power of the 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 Association that a copy of the amendments were 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 Association as to the names of the consenting and non-consenting mortgagees of the various Family Units, and

WHEREAS, the Association has in its records the signed consents to the Amendment No. 1 signed by 83.0128% 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 Association has in its records the signed power of attorney signed by 83.0128% of the Family Unit Owners authorizing the officers of the Versailles at Hudson Condominium Unit Owners' Association to execute this recorded document on their behalf, and

WHEREAS, the Association has in its records the signed consents to the Amendment No. 2 signed by 75.9051% 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 Association has in its records the signed power of attorney signed by 75.9051% of the Family Unit Owners authorizing the officers of the Versailles at Hudson Condominium Unit Owners' Association to execute this recorded document on their behalf, and

WHEREAS, the Association has in its records the signed consents to the Amendment No. 3 signed by 83.8472% 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 Association has in its records the signed power of attorney signed by 83.8472% of the Family Unit Owners authorizing the officers of the Versailles at Hudson Condominium 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 Versailles at Hudson Condominium have in all respects been complied with,

NOW, THEREFORE, the Declaration of Condominium Ownership of the Versailles at Hudson Condominium Unit Owners' Association is hereby amended by the following:

AMENDMENT NO. 1

ADD a second paragraph to DECLARATION ARTICLE 3, SECTION (c), PARAGRAPH 14. Said new addition to be added on Page 6 of the Declaration as recorded in Summit County Records and reads as follows:

No unit shall be leased for any period less than six (6) months. Any conflict between this provision and other provisions of this Declaration or the Bylaws shall be interpreted in favor of this restriction on leasing.

AMENDMENT NO. 2

DELETE DECLARATION ARTICLE 3, SECTION (c), PARAGRAPH 5 in its entirety. Said deletion is on Page 4 of the Declaration as recorded in Summit County Records.

INSERT a new DECLARATION ARTICLE 3, SECTION (c), PARAGRAPH 5. Said new addition to be added on Page 4 of the Declaration as recorded in Summit County Records and reads as follows:

No dogs of any kind shall be raised, bred or kept on or in any Part of the Condominium Property, or units, except those dogs which have been registered in writing with the Association on or before the time of the Recording of this Amendment with the Summit County Recorder.

Other household pets besides dogs may be kept in any Unit; provided, however, the Board may limit or restrict the number and kinds of household pets which may be kept and may otherwise regulate the keeping of pets. Any animal causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property following seven (7) days' prior written notice from the Board.

OR 1479-981

AMENDMENT NO. 3

OR 1479-982

ADD a new paragraph to DECLARATION ARTICLE 3, SECTION (c), PARAGRAPH 1. Said new addition to be added on Page 3 of the Declaration as recorded in Summit County Records and reads as follows:

A Family Unit shall not be occupied by more than two (2) people per bedroom. Any conflict between this provision and other provisions of this Declaration or the Bylaws shall be interpreted in favor of this restriction on occupancy.

IN WITNESS WHEREOF, the said Versailles at Hudson Condominium Unit Owners' Association has caused the execution of this instrument this 30th day of September, 1993.

Signed in the
Presence of:

THE VERSAILLES AT HUDSON
CONDOMINIUM UNIT OWNERS' ASSOCIATION

Marilyn E. Ptak

By: Rebecca Montague
Rebecca Montague, President

Karen Ann Wargo

By: Marion B. Struggles
Marion Struggles, Secretary

AFFIDAVIT

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

Rebecca Montague, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Versailles at Hudson Condominium Unit Owners' Association.

2. As such President she caused copies of the amendments to the Declaration of the Versailles at Hudson Condominium Unit Owners' Association 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.



Rebecca Montague, President

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Rebecca Montague 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 Dagmore Hills, Ohio, this 30th day of September, 1993.



NOTARY PUBLIC

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

OR 1479 - 983

CERTIFICATION OF SECRETARY

OR 1479 = 984

The undersigned being the duly elected and qualified Secretary of the Versailles at Hudson Condominium 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 amendments to the Declaration of the Versailles at Hudson Condominium Unit Owners' Association.

N O N E

Marion B. Struggles
Marion Struggles, Secretary

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

Before me, a Notary Public in and for said County, personally appeared the above named Marion Struggles 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 Sagonore Hills, Ohio, this 30th day of September 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

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

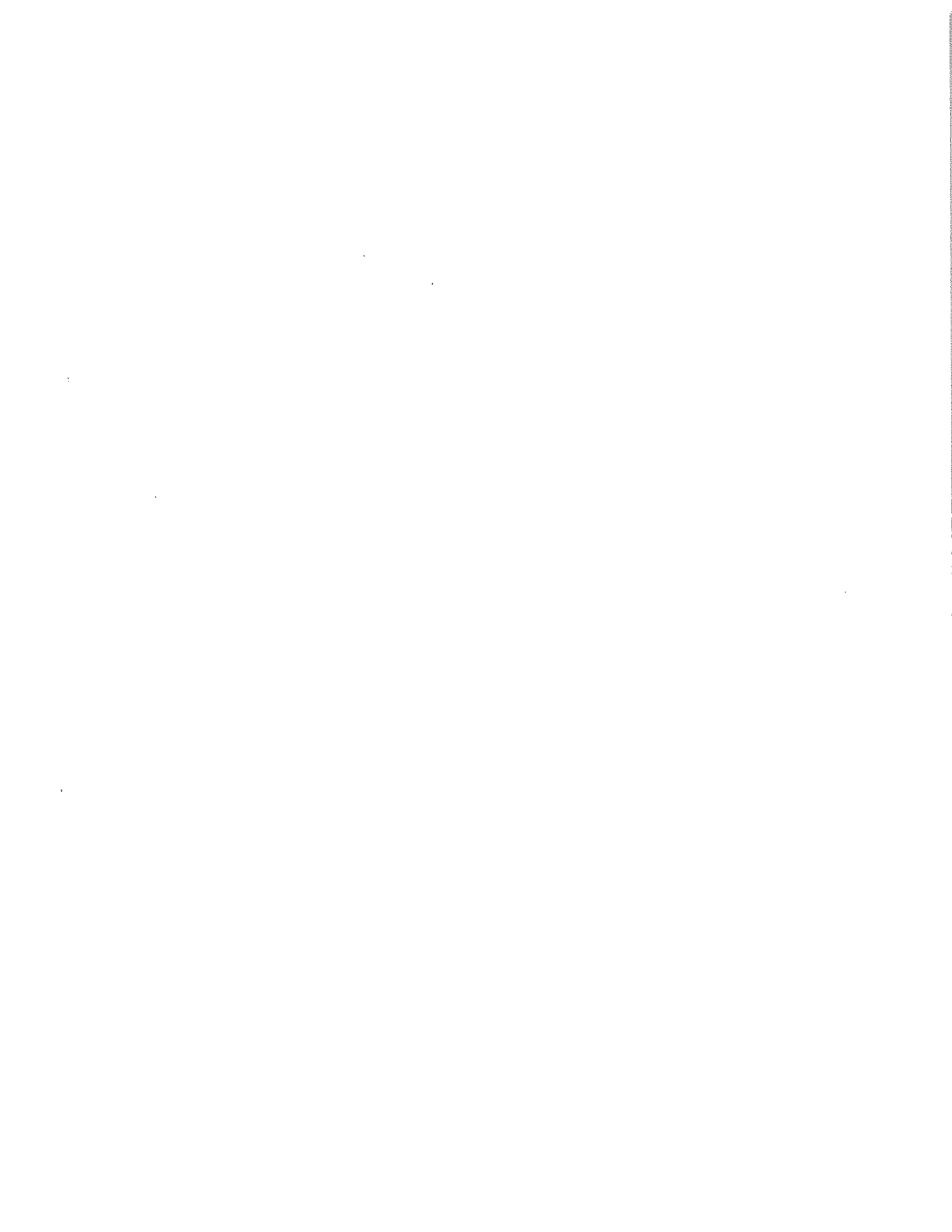
BEFORE ME, a Notary Public in and for said County, personally appeared the above named Versailles at Hudson Condominium Unit Owners' Association by its President and its Secretary, who acknowledge that they did sign the foregoing instrument and that the same is the free act and deed of said corporation 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 Daymore Hills, Ohio, this 30th day of September, 1993.

Nancy-Anne Wargo
NOTARY PUBLIC

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

DR 1479 - 985



X

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
VERSAILLES AT HUDSON CONDOMINIUM

TRANSFER NOT NECESSARY
John A. Donofrio, Fiscal Officer
8-20-07

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

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

DATED: August 20, 2007

BY: *[Signature]*
COUNTY FISCAL OFFICER

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
VERSAILLES AT HUDSON CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Versailles at Hudson Condominium was recorded at Volume 6568, Page 23 et seq., of Summit County Records (the "Declaration"), and

WHEREAS, the Versailles at Hudson Unit Owners' Association is a corporation consisting of all Unit Owners in Versailles at Hudson Condominium and as such is the representative of all unit owners (the "Association"), and

WHEREAS, Article 7 of said Declaration authorizes the combination of units upon the written application to and approval of the Association's Board of Managers, and

WHEREAS, Walter E. Brodine is the owner of 75 Atterbury Boulevard, Units 314 and 316 (referred to herein as Units 75-314 and 75-316 respectively), and

WHEREAS, as evidenced by the attached Affidavit, a majority of the Board of Managers have approved Mr. Brodine's written application to combine said Units in writing and to amend the Declaration to reflect and permit such combination, and

WHEREAS, attached hereto as Exhibit A is the drawings provided by Mr. Brodine to depict the alterations necessary to combine said Units 75-314 and 75-316, and

WHEREAS, the proceedings necessary to amend the Declaration for the purpose of combining said Units 75-314 and 75-316 as required by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Versailles at Hudson Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Versailles at Hudson Condominium is hereby amended by the following:

MODIFY THE DECLARATION, as originally filed in Summit County Records Volume 6568, Page 23 et seq., including portions of Articles 4 and 5 of said Declaration, to reflect the reduction in the number of residential Units in Building 75 from a total of forty-seven (47) Units to a new total of forty-six (46) Units and to reflect that any reference to Unit 75-314 in the Declaration, including any Exhibits thereto, shall now read Unit "75-316."

MODIFY THE DRAWINGS ATTACHED AS EXHIBIT C TO THE DECLARATION, originally filed in Summit County Map Records at Plat Book 127, Page 1 et seq., to



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the extent detailed on the Drawings that are incorporated into and made a part of this Amendment attached as Exhibit A.

MODIFY EXHIBIT D ATTACHED TO THE DECLARATION, as originally filed in Summit County Records Volume 6568, Page 23 et seq., to restate the square footage of Unit No. 75-316 to be 1,829 (being the total of the square footage calculations originally assigned to Units 75-314 (779) and 75-316 (1,050)) and a restated percentage of ownership interest (par value) for Unit No. 75-316 of 1.3267% (being the total of the percentage of ownership interests originally assigned to Units 75-314 (.5784) and 75-316 (.7483)).

FURTHER MODIFY EXHIBIT D ATTACHED TO THE DECLARATION, as originally filed in Summit County Records Volume 6568, Page 23 et seq., to delete reference to Unit 75-314 from Exhibit D.

Any conflict between these provisions and any other provision of the Declaration shall be interpreted in favor of this amendment establishing the amended Unit Drawings, descriptions, boundaries, and percentage of ownership interests for the Units specified. No action to challenge the validity of this amendment, whether on procedural, substantive or any other grounds, after the adoption of this amendment by the Association may be brought within the court of common pleas more than one year after the instrument evidencing the same is recorded.

IN WITNESS WHEREOF, Walter E. Brodine and said Versailles at Hudson Unit Owners' Association have caused the execution of this instrument this 19th day of July 2002.

Walter E. Brodine

Walter E. Brodine, Owner of
Units 75-314 and 75-316

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named WALTER E. BRODINE, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Hudson, Ohio, this 19 day of July, 2002.

Carolyn S. Mate

NOTARY PUBLIC

CAROLYN S. MATE, Notary Public
State Wide Jurisdiction
My Commission Expires Feb. 2, 2005

2-2-06



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CONDO 36.00

AFFIDAVIT

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)


RICHARD LUCAS, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Versailles at Hudson Unit Owners' Association
2. As such President, he states that, pursuant to the Declaration, Article 7, the Association's Board of Managers received a written application from Walter E. Brodine requesting permission and an amendment to combine units known as 75-314 and 75-316 into a single condominium unit.
3. After due consideration of such request, including the terms and conditions pertaining to same, a majority of the Board of Managers approved of Mr. Brodine's application, including all terms and conditions pertaining thereto, in writing by letter dated June 17, 2002.
4. Further affiant sayeth naught.


RICHARD LUCAS, President

BEFORE ME, a Notary Public in and for said County, personally appeared the above named RICHARD LUCAS who acknowledges that he did sign the foregoing instrument and that the same is his free act and deed.

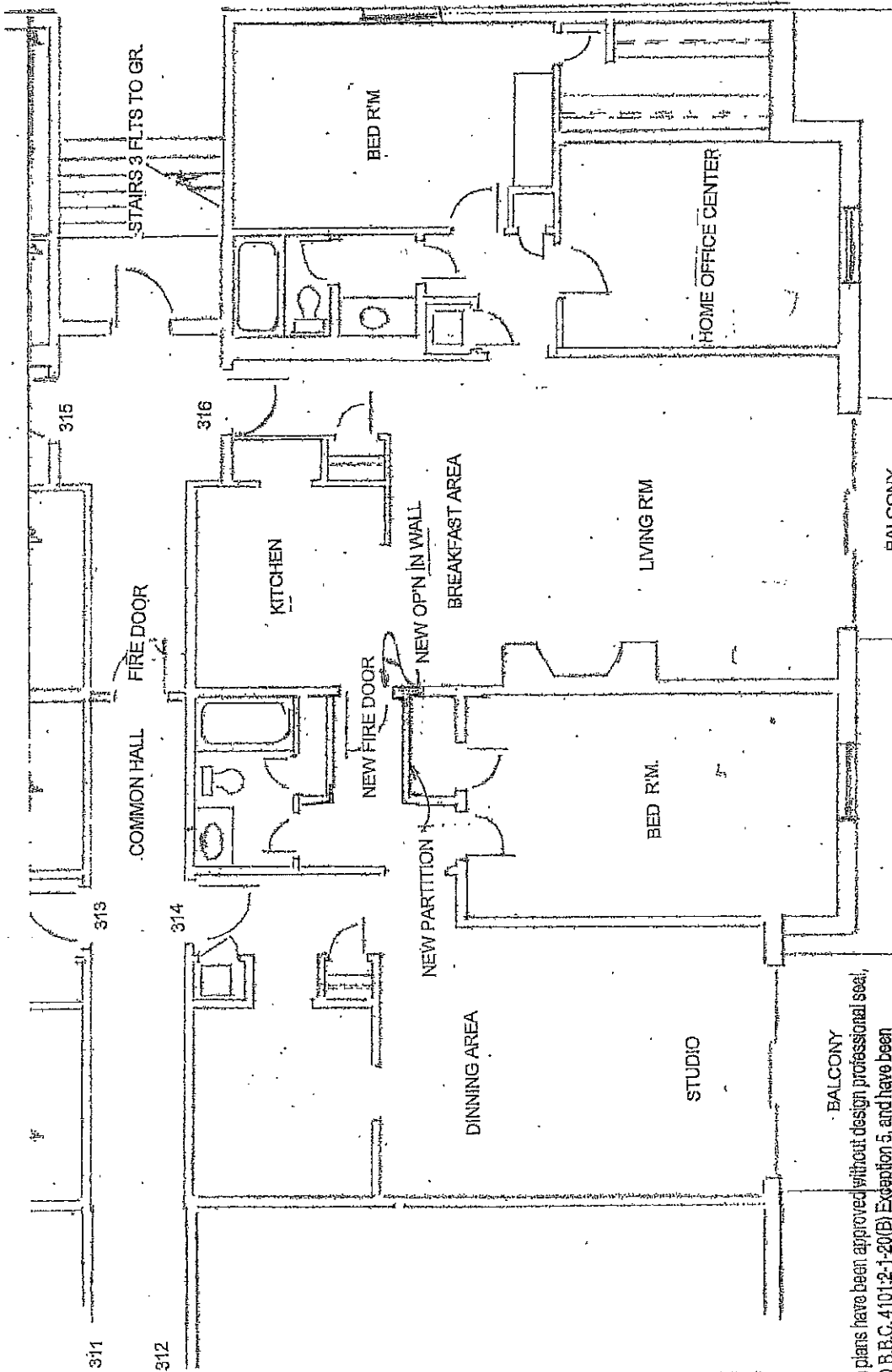
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Hudson, Ohio, this 19th day of July, 2002.


NOTARY PUBLIC



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NORALA LOMIA, Notary Public
STATE OF OHIO
Resident Summit County
My Commission Expires Feb. 6, 2003



The proposed connection of apts. 314 & 316

Permit: *Ronald H. Walker, Inc.*
 Chief Building Official

COUNTY OF SUMMIT
DEPARTMENT OF BUILDING STANDARDS



The Versaille at Hudson
 Unit 75
 75 Atterbury, Hudson, OH 44236
 Walt Brodine
 330-650-0298

Fire Door
 UL Label, 1 1/2 Hr. Rating Fire Door, Type B
 5 7/8 inch welded masonry frame, UL Label
 door closer
 3 - 4 1/2 inch hinges
 Electromagnetic door holder w/corner. For fire alarm
DOOR OPERATOR TO PROVIDE
32" CLEARANCE.

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John A Donofrio, Summit Fiscal Officer

Certificate of Full Plan Approval

Summit County Department of Building Standards, Summit County, Ohio
 1030 East Tallmadge Avenue, Akron Ohio 44310 (330)630-7280

Certificate of Plan Approval Number: 1211
 Approved per OBBC Section: OBBC 4101:2-1-23(A)
 Plan Review Application No. 04/11/02

Conditions and Variances:
 None
 These plans have been approved without design professional seal as per O.B.B.C. 4101:2-1-20(b) Exception 5, and have been determined by the Building Official to comply with O.B.B.C. And is an alteration that does not require technical design analysis.

Permit _____
 Chief Building Official _____ Date _____

This approval is conditional upon proceeding with construction in accordance with the approved plans. The Building Official shall be notified of any changes from the approved plans and construction documents. Changes to the approved plans and construction documents shall be submitted and approved by the Building Department prior to their implementation; Ohio Basic Building Code 4101:2-1-19 and 4101:2-1-25

This Certificate is issued pursuant to the provisions of Ohio Basic Building Code 4101:2-1-26. The approval of plans or drawings and specifications or data in accordance with this rule is invalid if construction, erection, alteration, or other work upon the building has not commenced within twelve months of the approval of the plans or drawings and specifications. One extension shall be granted for an additional twelve-month period if requested by the owner at least ten days in advance of the expiration of the permit and upon payment of a fee not to exceed one hundred dollars. If in the course of construction, work is delayed or suspended for more than six months, the approval of plans or drawings and specifications or data is invalid. Two extensions shall be granted for six months each if requested by the owner at least ten days in advance of the expiration of the permit and upon payment of a fee for each extension of not more than one hundred dollars. This certificate shall be posted in a conspicuous location outside of the building and in front part of the premise on which, or will be, located the building or equipment to which the approved plans relate. This Certificate indicates conformance with the applicable provisions of the Ohio Basic Building Code and Chapters 3761. and 3791. of the Ohio Revised Code.

Project Address:
 Project Name Fire Door Installation
 Address 75 Atterbury
 Address2
 Suite Number 314 & 316
 City Hudson, City of State Ohio Zip 44236

Owner Address:
 Name Walter E. Brodine
 Address 75 Atterbury
 Address2
 Suite Number 316
 City Hudson State Ohio Zip 44236

Approval for: Alteration to Existing
Occupancy Description:
 Installation of 1-1/2 hr fire rated door assembly in existing 2 hour fire wall between existing apartment buildings

Use Groups: R2
 Primary: R2
 Accessory:
 Accessory:
 Mixed Use Option: NA
 Firewall/Fire Separation Assembly: 2 hour rating
 Attached Plans Approval Date: 4/11/02 indicates which areas are approved

Construction Type: 5B
 Unlimited Area: No

Sprinkler Systems:
 Required: No Storage Height:
 System Type Aisle Width:
 Sprinkler System Demand at base of riser
 Standpipe System Demand at base of rise
 Location(s):

Approved pursuant to the following edition of the Ohio Basic Building Code Revision 12/01
 Building Official: *Robert H. Miller*
 Robert H. Miller, CBO
 Date: 4/11/02
 Certificate Print Date:





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 John A Donofrio, Summit Fiscal Officer

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
VERSAILLES AT HUDSON CONDOMINIUM

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR VERSAILLES AT HUDSON CONDOMINIUM WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: June 12, 2003

BY: JOHN A. DONOFRIO
 FISCAL OFFICER
By Dorothy Taylor
Deputy Fiscal Officer
 6-12-03

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
VERSAILLES AT HUDSON CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Versailles at Hudson Condominium (the "Declaration") and the By-Laws of Versailles at Hudson Condominium Unit Owners' Association (the "Bylaws"), Exhibit "B" to the Declaration, were recorded at Summit County Records Volume 6568, Page 23 et seq., and

WHEREAS, the Versailles at Hudson Unit Owners' Association (the "Association") is a corporation consisting of all Unit Owners in Versailles at Hudson and as such is the representative of all Unit Owners, and

WHEREAS, Article 25 of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Unit Owners representing at least 75% of the Association's voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments"), and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President that a copy of the Amendments was mailed by certified mail or hand delivered or sent by telegram to all First Mortgagees on the records of the Association, 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 Amendments, and

WHEREAS, the Association has in its records the signed, written consents to Amendment A signed by Unit Owners representing 83.92% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 83.92% of the Association's voting power authorizing the Association's officers to execute Amendment A on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment B signed by Unit Owners representing 76.52% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 76.52% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment C signed by Unit Owners representing 79.93% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 79.93% of the Association's voting power authorizing the Association's officers to execute Amendment C 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 Versailles at Hudson Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Versailles at Hudson Condominium is hereby amended by the following:

AMENDMENT A

INSERT a new DECLARATION Article 3, Section (c), Paragraph (15) entitled, "Occupancy Restriction." Said new addition, to be added on Page 6 of the Declaration as recorded in Summit County Records Volume 6568, Page 23 et seq., is as follows:

(15) Occupancy Restriction. No person who is determined to be a sexual predator pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction and required to register with a designated registering agency pursuant to said Act or similar statute, as the same may from time to time be amended, may reside in or occupy a Unit for any length of time. Any violation of this restriction shall subject the Unit Owner and/or any Occupant of the Unit to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Unit Owner or Occupant, or anyone visiting any Unit or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

Any conflict between this provision and any other provisions of the Declaration and/or Bylaws shall be interpreted in favor of this restriction on the occupancy of Units. 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 in the court of common pleas within one year of the recording of the amendment.



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AMENDMENT B

INSERT a new DECLARATION Article 3, Section (c), Paragraph (16) entitled, "Flooring Materials." Said new addition, to be added on Page 6 of the Declaration as recorded in Summit County Records Volume 6568, Page 23 et seq., is as follows:

(16) Flooring Materials. Due to the construction of the buildings at the Versailles at Hudson and concerns related to noise transmission between floors of the buildings, the replacement and installation of flooring materials within Units, other than carpeting, with padding, of equal or greater quality and thickness of the carpeting, including the padding, originally installed in the Units at the time of the condominium conversion, is strictly subject to prior Board written approval and any rules and regulations as the Board may from time to time adopt. Such rules may include, without limitation, minimum requirements for sound-deadening or other acoustical materials, and a statement as to Unit Owner responsibility for the cost of repairs and/or replacement of flooring materials other than carpeting, including padding, that are needed or arise in conjunction with the Association's maintenance, repair and replacement of any portion of the Common Areas, including, without limitation, the repair of balcony beams located underneath the Unit floors.

Any conflict between this provision and any other provisions of the Declaration and/or Bylaws shall be interpreted in favor of this restriction pertaining to installation of and responsibility for flooring materials other than carpeting within Units. 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 in the court of common pleas within one year of the recording of the amendment.

AMENDMENT C

MODIFY the third paragraph of DECLARATION Article 4. Said modification, to be made on Pages 6-7 of the Declaration as recorded in Summit County Records Volume 6568, Page 23 et seq., is as follows (deleted language struck-through; new language underlined):

In addition to the buildings there is a concrete, inground, heated pool with pool house containing boiler room and two lavatories, ~~one paved tennis court and a playground area with recreational equipment.~~ There is a guard house at the Atterbury Boulevard entrance to the complex. Driveways and approximately 140 surface parking spaces are paved with asphalt. There is also presently one paved tennis court. At anytime following the recording of this Amendment, the Board may, at its sole discretion and without further



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vote of the Unit Owners, cause such tennis court to be removed as a common area amenity and landscaped in a manner consistent with the existing condominium property. Any further improvement or modification of the tennis court area is subject to the capital improvement requirements set forth in Bylaws Article VIII, Section 1.

MODIFY DECLARATION Article 6, Section (a), Paragraph (ix). Said modification, to be made on Page 11 of the Declaration as recorded in Summit County Records Volume 6568, Page 23 et seq., is as follows (deleted language struck-through; new language underlined):

The swimming pool and pool building containing lavatories and equipment, and tennis court (which such tennis court is subject to removal by the Board as provided for in this Amendment) ~~and playground and playground equipment;~~

Any conflict between these provisions and any other provisions of the Declaration and/or Bylaws shall be interpreted in favor of these provisions permitting the Board to remove the paved tennis court and playground area. 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 in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Versailles at Hudson Unit Owners' Association has caused the execution of this instrument this 7th day of May, 2003.

VERSAILLES AT HUDSON UNIT OWNERS' ASSOCIATION

By: *Richard Lucas*
RICHARD LUCAS, its President

By: *Denise Solomon*
DENISE SOLOMAN, its Secretary

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John A Donofrio, Summit Fiscal Officer

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Versailles at Hudson Unit Owners' Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 5 of 8, 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 Hudson, Ohio, this 7th day of May, 2003.

RAMONA MCELWAIN, Notary Public
STATE OF OHIO
Resident, Summit County
Ramona McElwain
NOTARY PUBLIC

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

lms

John A. Donofrio, Summit Fiscal Officer

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EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF SUMMIT) SS

RICHARD LUCAS, being first duly sworn, states as follows:

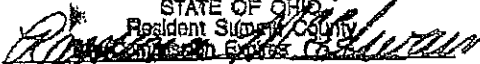
1. He is the duly elected and acting President of the Versailles at Hudson Unit Owners' Association.
2. As such President, he certifies that copies of the Amendment to the Declaration of Condominium Ownership for Versailles at Hudson Condominium were mailed by certified mail or hand delivered or sent by telegram to all First 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.



RICHARD LUCAS, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named **RICHARD LUCAS** who acknowledges 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 in Hudson, Ohio, this 7th day of May, 2008.

RAMONA McELWAIN, Notary Public
STATE OF OHIO
Resident Summit County

NOTARY PUBLIC

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John A Donofrio, Summit Fiscal Officer

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Versailles at Hudson Unit Owners' Association, hereby certifies that there is on file in the Association's records, the names of the following First Mortgagees, if any, who have consented to the proposed Amendment to the Declaration of Condominium Ownership for Versailles at Hudson Condominium.

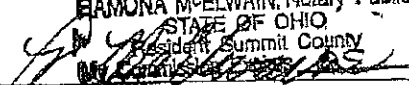
NONE


DENISE SOLOMAN, Secretary

STATE OF OHIO)
)
COUNTY OF SUMMIT) SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named DENISE SOLOMAN 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 Hudson, Ohio, this 7th day of May, 2003.

RAMONA MCLEWAIN, Notary Public
STATE OF OHIO
Resident, Summit County

NOTARY PUBLIC

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John A Donofrio, Summit Fiscal Officer

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AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
VERSAILLES AT HUDSON CONDOMINIUM

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CONDO 72.00
John A Donofrio, Summit Fiscal Officer

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR VERSAILLES AT HUDSON CONDOMINIUM WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: April 12, 2005

BY: JOHN A. DONOFRIO
FISCAL OFFICER

By O. Taylor, Deputy Auditor



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AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
VERSAILLES AT HUDSON CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Versailles at Hudson Condominium (the "Declaration") and the Bylaws of Versailles at Hudson Condominium Unit Owners' Association (the "Bylaws"), Exhibit "B" to the Declaration, were recorded at Summit County Records Volume 6568, Page 23 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 Versailles at Hudson Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Versailles at Hudson Condominium 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) INSERT a new DECLARATION PARAGRAPH 20(c), entitled "Enforcement Assessments." Said new addition, to be added on Page 37 of the Declaration, as recorded at Summit County Records Volume 6568, Page 23 et seq., is as follows:

(c) 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



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John A Donofrio, Summit Fiscal Officer

enforcement Assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements.

(5) INSERT a new 2nd PARAGRAPH to the end of DECLARATION PARAGRAPH 16, SECTION (d)(v)." Said new addition, to be added on Page 33 of the Declaration, as recorded at Summit County Records Volume 6568, Page 23 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.

(6) INSERT a new 3rd PARAGRAPH to the end of DECLARATION PARAGRAPH 3, SECTION (c)(14). Said new addition, to be added on Page 6 of the Declaration, as recorded at Summit County Records Volume 6568, Page 23 et seq., and as amended at Summit County Records OR 1479, Page 979 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.

(7) DELETE the last SENTENCE of DECLARATION PARAGRAPH 16, SECTION (d)(i) and INSERT a new last SENTENCE to DECLARATION PARAGRAPH 16, SECTION (d)(ii). Said new addition, to be added on Page 32 of the Declaration, as recorded at Summit County Records Volume 6568, Page 23 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.

(8) INSERT a new 2nd PARAGRAPH to BYLAWS ARTICLE IX, SECTION 10, entitled "Remedies for Failure to Pay Assessments," to. Said new addition, to be added on Page 21 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Summit County Records Volume 6568, Page 23 et seq., is as follows:

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.

(9) INSERT a new 2nd PARAGRAPH to the end of BYLAWS ARTICLE IX, SECTION 14, entitled "Special Services." Said new addition, to be added on Page 22 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Summit County Records Volume 6568, Page 23 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.

(10) INSERT a new DECLARATION PARAGRAPH 3, SUBPARAGRAPH C(17), entitled "Owner/Resident Information." Said new addition, to be added on Page 6 of the Declaration, as recorded at Summit County Records Volume 6568, Page 23 et seq., is as follows:

(17) 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.



(11) INSERT a new 4th SENTENCE to the end of BYLAWS ARTICLE V, SECTION 12, entitled "Regular Meetings." Said new addition, to be added on Page 12 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Summit County Records Volume 6568, Page 23 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.

(12) INSERT a new SENTENCE to the end of BYLAWS ARTICLE IX, SECTION 2, entitled "Preparation of Estimated Budget." Said new addition, to be added on Page 18 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Summit County Records Volume 6568, Page 23 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.

(13) INSERT a new PARAGRAPH (e) to BYLAWS ARTICLE V, SECTION 9, entitled "Other Duties." and INSERT new SUBPARAGRAPHS (i), (ii), (iii), (iv) and (v); thereafter. Said new additions to be added on Page 11 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Summit County Records Volume 6568, Page 23 et seq., is as follows:

(e) 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:

(i) Hire and fire attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and/or operation of the Condominium Property and the Association;

(ii) 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;

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

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

(v) 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.

IN WITNESS WHEREOF, the said Versailles at Hudson Unit Owners' Association has caused the execution of this instrument this 4th day of April, 2005.

VERSAILLES AT HUDSON UNIT OWNERS' ASSOCIATION

By: 
RICHARD LUCAS, its President



55173092
Pg: 6 of 7
04/13/2005 11:32A
CONDO 72.00

John A Donofrio, Summit Fiscal Officer

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

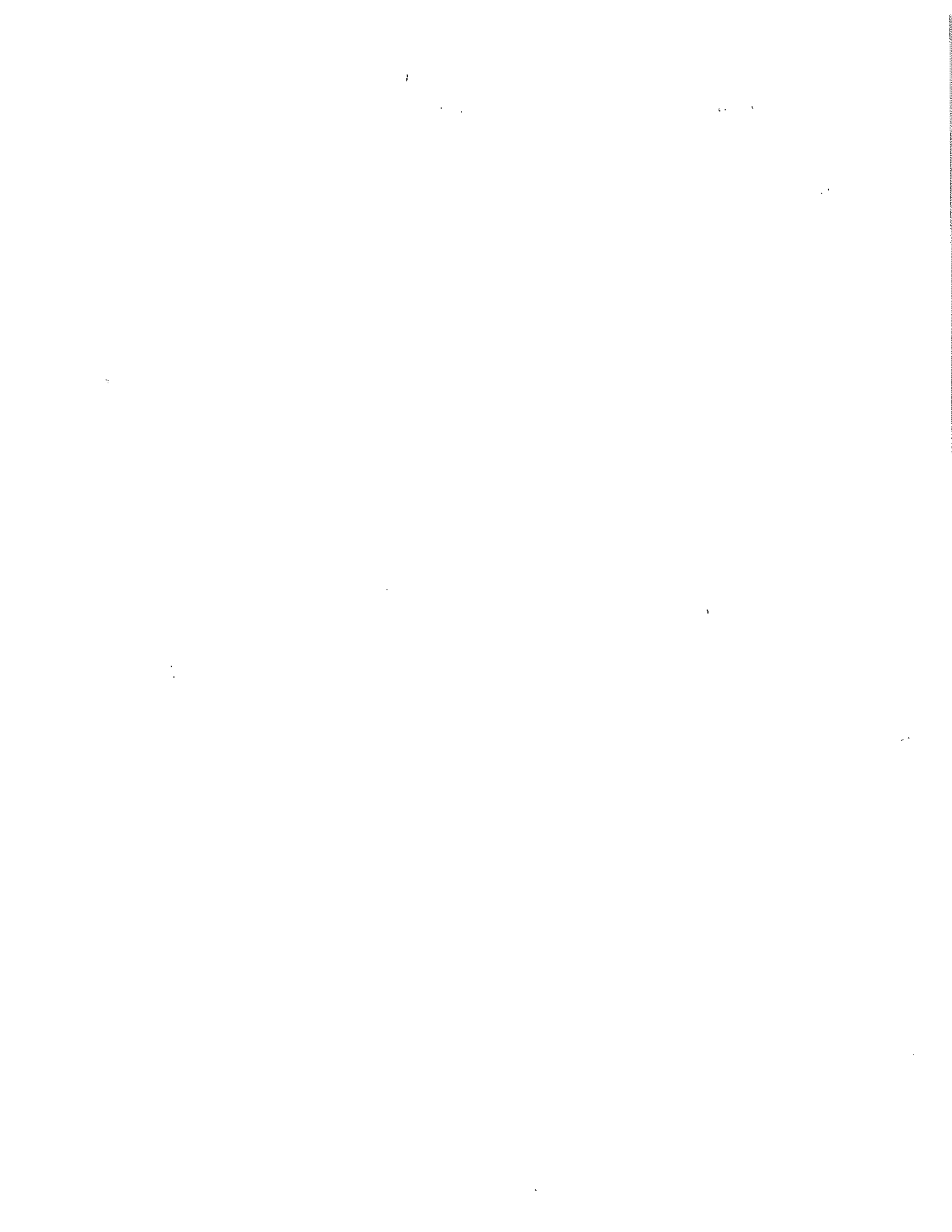
BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Versailles at Hudson Unit Owners' Association, by Richard Lucas, its President, who acknowledged that he did sign the foregoing instrument, on Page 6 of 7, and that the same is the free act and deed of said corporation 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 Hudson, Ohio, this 4th day of April, 2005.

Ramona McElwain
RAMONA MCELWAIN, Notary Public
STATE OF OHIO
Resident Summit County
My Commission Expires 2006
NOTARY PUBLIC

 55173092
Pg: 7 of 7
04/13/2005 11:32A
CONDO 72.00
John A Donofrio, Summit Fiscal Officer

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



AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
VERSAILLES AT HUDSON CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR VERSAILLES AT HUDSON CONDOMINIUM RECORDED AT VOLUME 6568, PAGE 23 ET SEQ. OF THE SUMMIT COUNTY RECORDS.

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

DATED: 10/30/13

BY: KRISTEN M. SCALISE CPA, CFE
FISCAL OFFICER

By: Katie Mancino
Katie Mancino

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CONDO 72.00
Kristen Scalise, Summit Co Fiscal Office

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
VERSAILLES AT HUDSON CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Versailles at Hudson Condominium (the "Declaration") was recorded at Summit County Records Volume 6568, Page 23 et seq., and

WHEREAS, the Versailles at Hudson Unit Owners' Association (the "Association") is a corporation consisting of all Unit Owners in Versailles at Hudson and as such is the representative of all Unit Owners, and

WHEREAS, Declaration Paragraph 25 authorizes amendments to the Declaration, and

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

WHEREAS, the Association has in its records the signed, written consents to Amendment B signed by Unit Owners representing 79.594% of the Association's voting power as of September 19, 2013, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 79.594% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President stating that copies of the Amendment will be mailed by certified mail, or hand delivered, or sent by telegram to all first 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 Versailles at Hudson Condominium is hereby amended by the following:

AMENDMENT A

[Intentionally Left Blank - Amendment Proposal Still Pending]

AMENDMENT B

DELETE DECLARATION PARAGRAPH 26, entitled "NOTICES," in its entirety. Said deletion to be taken from Page 40 of the Declaration, as recorded at Summit County Records, Volume 6568, Page 23 et seq.

INSERT a new DECLARATION PARAGRAPH 26 entitled, "NOTICES." Said new addition, to be added on Page 40 of the Declaration, as recorded at Summit County Records, Volume 6568, Page 23 et seq., is as follows:

26. NOTICES.

All notices required or permitted hereunder, and under the Bylaws, to the Association or the Board of Directors, must be in writing and sent by regular U.S. mail, first-class postage prepaid, to the Board of Directors or the Association at the address of the Condominium Property or to such other address as the Board of Directors may designate from time to time by notice in writing to all Unit Owners. All notices to any Unit Owner must be hand-delivered, sent by regular U.S. mail, first-class postage prepaid, to such Unit Owner's Unit address or to such other address as may be designated by him/her from time to time, in writing, to the Board of Directors, or by electronic mail. Any notice required or permitted to be given to any Occupant of a Unit other than a Unit Owner will effectively be given if hand-delivered or sent by regular U.S. mail, first-class postage prepaid, to the Unit address.



Any conflict between this provision and any other provision of the Declaration and Bylaws shall be interpreted in favor of this amendment permitting notices by regular U.S. or electronic mail. The invalidity of any part of the above provision shall not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Versailles at Hudson Unit Owners' Association has caused the execution of this instrument this 18th day of October, 2013.

VERSAILLES AT HUDSON UNIT OWNERS' ASSOCIATION

By: Scott Miller
SCOTT MILLER, its President

By: Susan Brouse
SUSAN BROUSE, its Secretary

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STATE OF OHIO

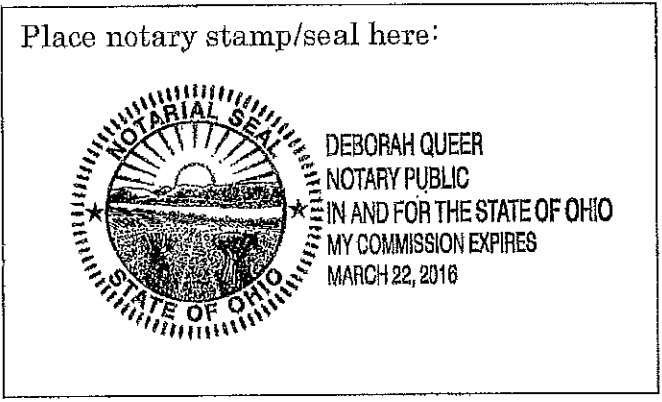
COUNTY OF Summit

SS

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Hudson, Ohio, this 18th day of October, 2013.

Deborah Queer
NOTARY PUBLIC



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

EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
COUNTY OF Summit) SS

SCOTT MILLER, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Versailles at Hudson Unit Owners' Association.
2. He caused copies of the Amendment to the Declaration to be mailed by certified mail, or hand delivered, or sent by telegram to all first 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.

Scott Miller
SCOTT MILLER, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named SCOTT MILLER who acknowledges 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 in Hudson, Ohio, this 18th day of October, 2013.

Deborah Queer
NOTARY PUBLIC

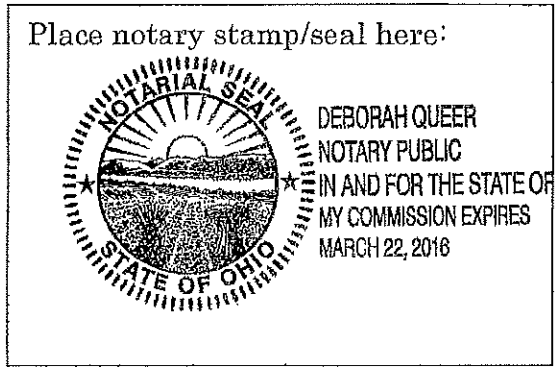


EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Versailles at Hudson 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.

N O N E

Susan Brouse
SUSAN BROUSE, Secretary

STATE OF OHIO)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named SUSAN BROUSE 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 Hudson, Ohio, this 18 day of October, 2013.

Deborah Queer
NOTARY PUBLIC

