

*OK
Let explain
by Dennis Smude
8/31/77*

149443 **DECLARATION OF CONDOMINIUM OWNERSHIP** **Vol. 14609: 919.**
FOR THE
WOODS OF BRECKSVILLE CONDOMINIUM

This will certify that copies of this Declaration with the Drawings and By-Laws attached thereto as Exhibits A and B, respectively, have been filed in the office of the County Auditor, Cuyahoga County, Ohio.

August 22, 1977
County Auditor

R.

Prepared By: Edward H. Treger, Inc., Developer
351-9501

RECORDER NOTE:
FOR MAPS ACCOMPANYING THIS DECLARATION AND
BY-LAWS SEE VOL. 29 PAGES 12 TO 19
INCLUSIVE OF CONDOMINIUM MAP RECORDS.

*SQ 303-73
SQ. 303-77*

*7790 to
amend*

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WHEREAS, Edward H. Tresger, Inc., of Mentor, Ohio, a corporation organized under the laws of the State of Ohio, hereinafter referred to as "Developer" is the owner in fee simple of the real property herein below described; and

WHEREAS, it is the desire of Developer to submit this land, together with the improvements constructed thereon and described herein, to the provisions of Chapter 5311 of the Ohio Revised Code for Condominium Ownership;

NOW, THEREFORE, Developer hereby declares:

1. Legal Description and Definitions.

A. Legal Description of the Premises:

Situated in the City of Brecksville, County of Cuyahoga and State of Ohio, and known as being part of Original Brecksville Township Lots No. 9 and 12 and more fully described as follows:

Commencing at the most Southerly corner of the fifth parcel of land conveyed to Thomas Svoboda and Anna Svoboda by deed dated January 19, 1914, and recorded in Volume 1547, Page 227 of Cuyahoga County Deed Records;

Thence North $1^{\circ} 30' 40''$ East along the Westerly line of land so conveyed 588.00 feet to a point and the principal place of beginning of premises herein described;

Thence continuing North $1^{\circ} 30' 40''$ East, along the Westerly line of said fifth parcel of land so conveyed to Thomas Svoboda and Anna Svoboda, about 567.02 feet to the Northerly line of Original Lot No. 12;

Thence South $88^{\circ} 11' 04''$ East along the Northerly line of said Original Lot No. 12 about 326.68 feet to a point, said point being the Southeasterly corner of a parcel of land conveyed to Edward C. Doubler, Sr. by deed dated February 17, 1970 in Volume 12590, Page 477 of Cuyahoga County Deed Records;

Thence North $2^{\circ} 08' 26''$ East along the Easterly line of land so conveyed to Edward C. Doubler, Sr. 477.56 feet to a point;

Thence, North $77^{\circ} 42' 46''$ East, about 258.15 feet to a point on the Easterly line of land conveyed to Jesse M. Green by Deed executed April 7, 1923 and recorded in Volume 2729, Page 132 of Cuyahoga County Deed Records;

Thence South $2^{\circ} 08' 26''$ West along the Easterly line of land so conveyed, 540.46 feet to a point on the Northerly line of said Original Lot No. 12 and the most Westerly corner of land conveyed to Frank Weisman by deed dated May 20, 1925, and recorded in Volume 3370, Page 51 of Cuyahoga County Deed Records;

Thence North $79^{\circ} 56' 31''$ East along the Northwesterly line of land so conveyed, 321.61 feet to a point;

Thence South $10^{\circ} 03' 29''$ East, 99.05 feet to a point;

Thence South $51^{\circ} 41' 07''$ West, 78.64 feet to a point;

Thence South $10^{\circ} 21' 56''$ East, 107.55 feet to a point;

Thence South $51^{\circ} 41' 07''$ West about 565.45 feet to the most Easterly corner of land conveyed to English Construction Co., Inc. by deed recorded in Volume 10969, Page 623 of Cuyahoga County Deed Records;

Thence North $45^{\circ} 18' 53''$ West, along the Northeasterly line of land so conveyed, about 284.81 feet to the most Northerly corner thereof;

Thence North $78^{\circ} 29' 36''$ West 31.07 feet to a point;

Thence South $44^{\circ} 41' 07''$ West 293.41 feet to a point and the principal place of beginning and containing 11.3883 acres of land, be the same, more or less, but subject to all legal highway and easements of record. Excepting, however, that part of premises above described lying within the bounds of Carriage Hill Drive as dedicated in Volume 194 of Maps, Page 6 of Cuyahoga County Records, and also that part conveyed to the City of Brecksville by deed dated May 27, 1964 and recorded in Volume 11160, Page 537 of Cuyahoga County Records, shown as a temporary cul-de-sac on the above Plat.

And save and excepting the following described parcel to be deeded to the County of Cuyahoga, for the purpose of maintenance of a sanitary lift station.

Situated in the City of Brecksville, County of Cuyahoga and State of Ohio and known as being part of original Brecksville Township Lots Numbers 9 and 12 and bounded and described as follows:

Beginning at the intersection of the centerline of Carriage Hill Drive, as dedicated in Volume 194 of Maps, Page 6 of Cuyahoga County Records and a southwesterly line of land conveyed to J. R. H. Company, an Ohio Corporation, by deed dated June 27, 1966 and recorded in Volume 11860, Page 965 of Cuyahoga County Records; thence North $8^{\circ} 52' 19''$ East, along the center line of Carriage Hill Drive and the extension Northerly thereof, 100.00 feet to a point of curvature; thence Northeasterly, along the arc of a curve deflecting to the right, 36.91 feet to a point of reverse curvature. Said curve has a radius of 60.00 feet, a Central Angle of $35^{\circ} 14' 51''$ and a chord of 36.33 feet which bears North $26^{\circ} 29' 44''$ East; thence Northeasterly, along the arc of a curve deflecting to the left, 36.91 feet to a point of tangency. Said curve has a radius of 60.00 feet, a central angle of $35^{\circ} 14' 51''$ and a chord of 36.33 feet which bears North $26^{\circ} 29' 44''$ East; thence North $8^{\circ} 52' 19''$ East, 209.58 feet to a point. Said point being the center of Carriage Hill Drive cul-de-sac, proposed, having a radius of 65.00 feet; thence North $16^{\circ} 00' 53''$ West, 65 feet to a point on the Northerly line of said proposed cul-de-sac and the principal place of beginning; thence North $2^{\circ} 01' 53''$ East, 80.00 feet to a point; thence South $87^{\circ} 58' 07''$ East, 30.00 feet to a point; thence South $2^{\circ} 01' 53''$ West, 77.56 feet to a point in the Northerly line of Carriage Hill Drive cul-de-sac, proposed, as aforesaid; thence westerly, along said Northerly line of the proposed cul-de-sac, along the arc of a curve deflecting to the left, 30.38 feet to the principal place of beginning. Said curve has a radius of 65.00 feet and a chord of 30.10 feet which bears South $87^{\circ} 22' 27''$ West and containing within said bounds 0.06 acre of land, be the same, more or less but subject to all legal highways.

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And save and excepting the following described parcel.

Situated in the City of Brecksville, County of Cuyahoga and State of Ohio and known as being part of Original Brecksville Township Lot No. 12 and more fully described as follows:

Beginning at a monument on the centerline of Fitzwater Road (60 feet wide) and the Old centerline of Brecksville Road (100 feet wide);
Thence South $30^{\circ} 49' 30''$ East along the Old centerline of Brecksville Road, as aforesaid, 454.18 feet to a point and intersection of the centerline of Carriage Hill Drive (60 feet wide) with the Old centerline of Brecksville Road, as aforesaid;

Thence South $70^{\circ} 37' 19''$ West along the centerline of Carriage Hill Drive, as aforesaid, 217.26 feet to a point and the P. C. of a curve;

Thence by the arc of a curve bearing to the right, having a central angle of $06^{\circ} 30' 00''$, radius of 900.00 feet, arc of 102.10 feet, tangent of 51.10 feet, chord of 91.24 feet and chord bearing South $73^{\circ} 52' 19''$ West to a point and P. T. of said curve;

Thence South $77^{\circ} 07' 19''$ West along the centerline of Carriage Hill Drive, as aforesaid, 206.06 feet to a point and the P. C. of a curve;

Thence by the arc of a curve bearing to the left, having a central angle of $31^{\circ} 15' 00''$, radius of 600.00 feet, arc of 327.25 feet, tangent of 167.81 feet, chord of 323.21 feet and chord bearing South $61^{\circ} 29' 49''$ West to a point and P. T. of said curve;

Thence South $45^{\circ} 52' 19''$ West along the centerline of Carriage Hill Drive, as aforesaid, 271.39 feet to a point and the P. C. of a curve;

Thence by the arc of a curve bearing to the right, having a central angle of $30^{\circ} 00' 00''$, radius of 600.00 feet, arc of 314.16 feet, tangent of 160.77 feet, chord of 310.58 feet and chord bearing South $60^{\circ} 52' 19''$ West to a point and P. T. of said curve;

Thence South $75^{\circ} 52' 19''$ West along the centerline of Carriage Hill Drive, as aforesaid, 109.01 feet to a point and P. C. of a curve;

Thence by the arc of a curve bearing to the right, having a central angle of $113^{\circ} 00' 00''$, radius of 100.00 feet, arc of 197.22 feet, tangent of 151.08 feet, chord of 166.78 feet and chord bearing North $47^{\circ} 37' 41''$ West to a point and P. T. of said curve;

Thence North $08^{\circ} 52' 19''$ East a distance of 153.00 feet to a point;

Thence North $81^{\circ} 07' 41''$ West a distance of 30.00 feet to a point and the principal place of beginning, said point being on the Northwesterly line of Carriage Hill Drive;

Thence North $08^{\circ} 52' 19''$ East a distance of 51.17 feet to a point of curvature;

Thence along the arc of a curve deflecting to the right, whose radius is 90.00 feet, chord of 54.50 feet, bearing North $26^{\circ} 29' 44''$ East an arc distance of 59.87 feet to a point of reverse curvature;

Thence along the arc of a curve deflecting to the left, whose radius is 30.00 feet, chord of 18.17 feet, bearing North $26^{\circ} 29' 44''$ East an arc distance of 19.96 feet to a point;

Thence North $08^{\circ} 52' 19''$ East a distance of 135.93 feet to a point;

Thence along the arc of a curve deflecting to the left whose radius is 30.00 feet, chord of 25.75 feet, bearing North $16^{\circ} 32' 41''$ West an arc distance of 26.62 feet to a point;

Thence along the arc of a curve deflecting to the right whose radius is 65.00 feet, chord of 82.11 feet bearing South $81^{\circ} 07' 41''$ East an arc distance of 319.54 feet to a point;

Thence along the arc of a curve deflecting to the left whose radius is 30.00 feet, chord of 25.75 feet, bearing South $34^{\circ} 17' 19''$ West an arc distance of 26.62 feet to a point;

Thence South $08^{\circ} 52' 19''$ West a distance of 135.93 feet to a point of curvature;

Thence along the arc of a curve deflecting to the right whose radius is 90.00 feet, chord of 54.50 feet, bearing South 26° 29' 44" West an arc distance of 59.87 feet to a point of reverse curvature;
Thence along the arc of a curve deflecting to the left whose radius is 30.00 feet, chord of 18.17 feet, bearing South 26° 29' 44" West an arc distance of 19.96 feet to a point;
Thence South 08° 52' 19" West a distance of 51.17 feet to a point;
Thence North 81° 07' 41" West a distance of 60.00 feet to the principal place of beginning be the same more or less, but subject to all legal highways, saving and excepting from this description the land owned by the City of Brecksville and recorded in Volume 11160, Page 537 of the Cuyahoga Deed Records.

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B. Definitions. The following terms used herein are defined as follows:

- (1) "Family Unit" means the same as the word "Unit" as defined in Section 5311.01(G) Ohio Revised Code.
- (2) "Association" means the Woods of Brecksville Condominium Owners' Association, Inc. which is a unit owners association as defined in Section 5311.01(J), Ohio Revised Code.
- (3) "Owner" means the holder of legal title to a Family Unit.
- (4) All terms used herein which are defined in Chapter 5311. of Ohio Revised Code have the same meaning herein.

2. Name.

The Condominium Property shall be known as The Woods of Brecksville Condominium.

3. The Purpose of and Restrictions on Use of Condominium Property.

A. Purpose.

The Condominium Property shall be used for single family residence purposes and common recreational purposes auxiliary thereto and for no other purpose except for purposes reserved herein to Developer. Owner may use a portion of his unit for his office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other owner or occupant; and provided that such activities do not involve the personal services of any unit owner to a customer, or other person or client who comes to the Condominium Property, and provided that in no event shall any part of the property be used as a school or music studio, and provided that any such use conforms with zoning ordinances of the city of Brecksville.

B. Restrictions.

- (1) There shall be no obstruction of the Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities without the prior consent of the Association except as hereinafter expressly provided. No Family Unit shall in

any way allow the obstruction of its heating and air conditioning ducts and vent leading from the unit to the Common Areas and Facilities which are heated and cooled by that apparatus. Each Family Unit owner shall be obligated to maintain and keep in good order and repair his own Family Unit.

(2) Hazardous Uses and Waste. Nothing shall be done or kept in any Family Unit or in the Common Areas and Facilities which will increase the rate of insurance of the building, or contents thereof, applicable for residential use, without the prior written consent of the Association. No Family Unit owner shall permit anything to be done or kept in his Family Unit or in the Common Areas and Facilities which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste shall be committed of the Common Areas and Facilities.

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

(4) Animals and Pets. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Family Unit or in the Common Areas and Facilities, except that of only one dog or cat or other household pet may be kept in Family units, subject to rules and regulations adopted by the Association, provided that it is not kept, bred or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to their restrictions, upon three (3) days written notice from the Board of Managers of the Association.

(5) Nuisances. No noxious or offensive activity shall be carried on in any Family Unit or in the Common Areas and Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants.

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(6) Impairment of Structural Integrity of Building. Nothing shall be done in any Family Unit or in, on or to the Common Areas and Facilities, which will impair the structural integrity of the buildings or which would structurally change the buildings, except as is otherwise provided herein.

(7) Laundry or Rubbish in Common Areas and Facilities. 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) Lounging or Storage in Common Areas and Facilities. 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 therefor adopted by the Association.

(9) Prohibited Activities. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Condominium Property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the Condominium Property; provided however, that for a period of eight years following the date of recording this Declaration, the right is reserved by Developer, or its agent to use one or more Unit for business or promotion purposes, including clerical activities, sales offices, model units and the like, in connection with the original sale or other disposition of said units. For said period the further right is reserved to place "For Sale" or "For Rent" signs on any unsold or unoccupied Family Units. In addition, the right is hereby given the Association or its representatives to place "For Sale" or "For Rent" signs on any Family Unit or on the Condominium Property, for the purpose of facilitating the disposal of a given family unit by the Association.

(10) Alteration of Common Areas and Facilities. Nothing shall be altered or constructed in or removed from the Common Areas and Facilities except as hereinafter provided and except upon written consent of the Association.

(11) Rental of Family Units. The respective Family Units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days, or (b) any rental if the occupants of the Family Units are provided customary hotel services such as room service for food and beverages, maid service, furnishing of laundry and linen and bellboy services. Other than the foregoing obligations, the owners of the respective Family Units shall have the absolute right to lease the same provided that said lease is made subject to the covenants and restrictions in this Declaration.

4. General Description of Building.

A. There are five dwelling buildings called Buildings A, B, C, D, and E. Building A has 8 separate Family Units, Building B has 8 separate Family Units, Building C has 16 separate Family Units, Building D has 24 separate Family Units, and Building E has 24 separate Family Units. Each building is a 2-1/2 story structure with basement, having an equal number of Family Units on the ground level and second floor with storage in the attic. 4

Each building has a pitched asphalt shingle roof, brick-faced concrete block exterior walls, aluminum windows, concrete floors, metal wall studs and drywall.

All 5 Buildings contain garage space. In addition, there are small garage buildings close to Building C and Building D.

B. Description of Family Units. Each of the eighty (80) Family Units shall consist of all of the space bounded by the undecorated surfaces of the perimeter walls, perimeter floors and the interior surface of the perimeter ceiling of said unit projected, if necessary, by reason of structural divisions such as interior walls, and other partitions or roof rafters to construct a complete enclosure of space, provided that, wherever such undecorated surfaces consist of plaster or plaster board or concrete floor, all of such plaster or plaster board or concrete floor contiguous to such surface shall be included within the unit but excepting the space occupied thereby lying outside of the perimeters of the unit. The exact layout and dimensions of such units are shown on Exhibit "A" incorporated herein and include without limitation:

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(1) The decorated surfaces, including paint, lacquer, varnish, wall-paper, tile and any other finishing material applied to floors, ceiling, and interior and perimeter walls:

(2) All windows, screens, and doors, including the frame, sashes and jams, and the space occupied thereby:

(3) All fixtures located within the bounds of a Family 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 the entire building. Included among said fixtures are the heating and air conditioning units:

(4) All control knobs, switches, thermostats and base plugs, floor plugs, and connections affixed to or projecting from the walls, floors and ceilings which service either the unit or the fixtures located therein, together with the space occupied thereby:

(5) All space between interior walls, including the space occupied by structural and component parts of the building and by utility pipes, wires, ducts, and conduits, or conduits, which serve either the unit or the fixtures located therein, and which are located within bounds of the Family Unit. But excepting therefrom all of the following items located within the bounds of the unit as described above:

(1) Any part of the structure contained in all interior walls, and the structural and component parts of perimeter walls:

(2) All vent covers, grills, plate covers, and other coverings of space which are not part of the unit as defined above:

(3) All plumbing, electric, heating, cooling, and other utility or service lines, pipes, wires, ducts, and conduits which serve any other unit.

5. Description of Common and Limited Areas and Facilities.

A. Common Areas and Facilities. The entire land and the improvements thereon not included within the Family Unit as described above shall be the Common Areas and Facilities.

B. Ownership of Common Areas and Facilities. The common Areas and Facilities shall be owned by the unit owners as tenants in common, and ownership thereof shall

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

C. Use of Common Areas and Facilities. Except with respect to limited common areas, each unit owner may use the Common Areas and Facilities in accordance with the purpose for which they are intended, but subject to this Declaration and the rules, which right of use shall be appurtenant to and run with his unit.

D. The Percentage of Ownership. The percentage of Ownership of the Common Areas and Facilities attributed to the ownership interest of each Family Unit and the basis of the allocation of Common Profits and expenses has been determined by the Developer in accordance with the provision of Chapter 5311 to be 1.25% for each of the 80 Family Units.

E. Limited Common Area and Facilities. The following included with the Common Area and Facilities and appertaining to a Family Unit, are deemed Limited Common Area and Facilities designated as reserved for the exclusive use of the designated or specific Family Unit:

- (1) Patio and garden space adjoining each ground level Family Unit, further described in the Drawings, "Exhibit A".
- (2) Balcony space adjoining each second floor Family Unit, further described in the Drawings, "Exhibit A".
- (3) Storage space in basement for each Family Unit as designated, further described in the Drawings, "Exhibit A".
- (4) Storage space in attic, adjoining each second floor Family Unit.
- (5) Garage parking spaces, each of which shall be permanently assigned to a Family Unit by the Developer, at least one space per unit, further described in the Drawings, "Exhibit A".

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6. Unit Owners Association. Developer shall cause to be formed an Ohio Corporation not for profit to be called "Woods of Brecksville Condominium Owners' Association, Inc." which shall administer the Condominium Property. Each Family Unit owner upon acquisition of title to a Family Unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Family Unit ownership, at which time the new owner of such Family Unit shall become a member of the Association. Each Family Unit shall be entitled to one vote.

A. The Board of Managers and Officers of the Association elected as provided in the By-Laws of the Association attached and marked as Exhibit "B" shall carry on the duties and be vested with the rights conferred by operation of law by the By-Laws and by the Declaration upon the Association except as otherwise specifically provided; provided, however, that in the event any such power, duty or right shall be deemed exercisable or dischargeable by, or vested in, an officer or member of the Board of Managers, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of the Declaration and the By-Laws attached hereto as Exhibit "B".

B. Administration of Condominium Property. The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the By-Laws of the Association which are attached hereto as Exhibit "B". Each owner, tenant or occupant of a Family Unit shall comply with the provisions of the general law, this Declaration, the By-Laws, decisions and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for relief.

7. Statutory Agent. The person to receive service of process for the Association shall be Richard J. Moriarty, 630 Terminal Tower, Cleveland, Ohio. In the event Richard J. Moriarty is not registered with the Secretary of State of Ohio as Statutory Agent for Woods of Brecksville Condominium Owners' Association, Inc., an Ohio corporation not for profit, the person to receive such service shall be the statutory agent for such corporation.

8. Drawings.

Attached hereto and marked Exhibit "A", and made part hereof as a set of drawings

of the Condominium Property as prepared and certified by Francis L. Ruzsa, registered Architect and John Dailey, registered Surveyor.

9. Use of the Common Areas and Facilities.

Subject to the rules and regulations from time to time promulgated by the Association, all owners may use the Common Areas and Facilities in such manner as will not restrict, interfere with or impede the use thereof by the other owners.

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

A. Except as otherwise provided herein, the management, maintenance, repair, alteration and improvement of the Common Areas and Facilities shall be the responsibility of the Association. The Association may delegate all or any portion of its authority to discharge such responsibility to a manager or managing agent. Each owner agrees to maintain, repair and replace at his expense all portions of the Common Areas and Facilities which may be damaged or destroyed by reason of the willful or uninsured negligent act or neglect of himself or any other member of his household, or by the willful or uninsured negligent act or neglect of any invitee, licensee, or guest of such owner or member of his household.

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

(1) To maintain, repair, and replace at his expense all portions of his Family Unit, and all internal installations of such Family Unit such as appliances, heating, plumbing, electrical and air-conditioning fixtures or installations, and any portion of any other utility service facilities located within the Family Unit boundaries, and to do likewise with all Limited Common Areas and Facilities designated for his use.

(2) To maintain and repair all windows, doors, vestibules and entry-ways of his Family Unit and of all associated structures and fixtures therein, which are appurtenances to his Family Unit. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances.

(3) To perform his responsibilities in such manner so as to not unreasonably disturb other persons residing within the Association's property.

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(4) Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the Family Unit, unless the written consent of the Association is obtained.

(5) To promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association.

(6) Not to make any alterations in the portions of the Family Unit or the Building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the managers of the Association, nor shall any Family Unit owner impair any easement without first obtaining the written consents of the Association and of the owner or owners for whose benefit such easement exists.

C. Construction Defect. The obligation of the Association and of owners to repair, maintain and replace the portions of the Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Property. The undertaking of repair, maintenance or replacement by the Association or owners shall not constitute a waiver of any rights against any warrantor but such rights shall be specifically reserved.

D. Effect of Insurance or Construction Guarantees. Notwithstanding the fact that the Association and/or any Family Unit owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of construction guarantee or insurance coverage shall not excuse any delay by the Association or any Family Unit owner in performing their obligation hereunder.

11. Easements.

A. Encroachments. In the event that by reason of the construction, settlement

or shifting of the building or by reason of the partial or total destruction and rebuilding of the building, any part of the Common Areas and Facilities presently encroaches or shall hereafter encroach upon any part of a Family Unit, or any part of a Family 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 an owner to use or occupy, for normal uses and purposes any portion of the Common Areas and Facilities, consisting of unoccupied space within the building and adjoining his Family Unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving either any other Family Unit or more than one Family Unit presently encroaches or shall hereafter encroach upon any part of any Family Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such Family Unit and the Common Areas and Facilities, as the case may be, so long as all or any part of the building containing such Family Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner or any Family Unit or in favor of the Common Areas and Facilities if such encroachment occurred due to the conduct of said owner.

B. Maintenance Easements. The owner of each Family Unit shall be subject to easements for access arising from necessity of maintenance or operation of the entire complex. The owner of each Family Unit shall have their permanent right and easement to and through the Common Areas and Facilities and walls to the use of water, sewer, power, telephone, television antenna, and other utilities now or hereafter existing within the walls, and further shall have an easement to hang pictures, mirrors and the like upon the walls of his Family Unit.

C. Easements for Certain Utilities. The Association may hereafter grant easements on behalf of Family Unit owners to entities for utility purposes for the benefit of the Condominium Property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion

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of the Common Area and Facilities; and each Family Unit owner hereby grants and the transfer of title to a Family Unit owner shall be deemed to grant the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such Family Unit owner, such instruments as may be necessary to effectuate the foregoing.

D. Easements Through Walls Within Family Units. Easements are hereby declared and granted to the Association to install, lay, maintain, repair, and replace, any pipes, wires, ducts, conduits, public utility lines, or structural components running through the walls of the Family Unit boundaries.

E. Easements to Run with Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof.

F. Reference to Easements in Deeds. Failure to refer specifically to any or all of the easements and/or rights described in this declaration in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation shall not defeat or fail to reserve said rights or easements but same shall be deemed conveyed or encumbered along with the unit.

12. Assessments and Lien of Association.

A. General. Assessments for the maintenance, repair and insurance of the Common Area and Facilities and for the insurance of the Family Units, together with the payment of the common expenses, shall be made in the manner provided herein, and in the manner provided in the By-Laws.

B. Division of Common Profits and Common Expenses. The proportionate shares of the separate owners of the respective Family Units in the common profits and the common expenses of the operation of the Condominium Property is based upon the estimated fair value at inception that each of the Family Units bear to the aggregate fair value of all of the Family Units. Such proportionate share of profits and expenses of each Family Unit owner shall be in accordance with the percentage set

forth in Item 5, Section D, hereof. An assessment or any special assessment shall be assessed at the same time as, and in addition to, the common expenses assessment and shall be payable in the same manner and otherwise regarded as an assessment of common expenses.

C. Non-Use of Facilities. No owner of a Family Unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Areas and Facilities or by the abandonment of his Family Unit.

D. Lien of Association. The Association shall have a lien upon the estate or interest in any Family Unit of the owner thereof and its percentage of interest in the Common Areas and Facilities for the portion of the common expenses chargeable against such Family 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 of the Association, is filed with the Recorder of Cuyahoga County, Ohio, pursuant to authorization given by the Board of Managers of the Association. Such certificate shall contain a description of the Family 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 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 Family Unit and any occupant thereof shall be personally liable for such expenses chargeable for the period of this ownership or occupancy.

E. Priority of Association's Lien. The lien provided for in Section D of this Item 12 shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages which have been theretofore filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the

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Association. In any such foreclosure action, the owner or owners of the Family Unit affected shall be required to pay a reasonable rental for such Family Unit during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become a purchaser at the foreclosure sale.

F. Dispute as to Common Expenses. Any Family Unit owner who believes that the portion of common expenses chargeable to his family unit, for which a certificate of lien has been filed by the Association, has been improperly charged against him or his Family Unit may bring an action in the Court of Common Pleas for Cuyahoga County, Ohio for the discharge of such lien.

G. Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses: Where the mortgagee of a first mortgage of record or other purchaser of a Family Unit acquires title to the Family Unit as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or the other assessments by the Association chargeable to such Family Unit which became due prior to the acquisition of title to such Family Unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Family Units, including that of such acquirer, his successors or assigns.

H. Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Family Unit, the grantee of the Family Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor and his Family 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 of Managers of the Association setting forth the amount of all unpaid assessments against the grantor due the Association, and such grantee shall not be liable for, nor shall the Family 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.

13. Hazard Insurance.

A. Fire and Extended Coverage Insurance. The Association as a common expense shall obtain for the benefit of all owners insurance on all buildings, structures or other improvements now or at any time hereafter constituting a part of the Condominium Property against loss or damage by fire, lightning and such perils as are at this time comprehended within the term "extended coverage", and vandalism and malicious mischief, in an amount not less than eightypercent (80%) of the replacement value thereof. Such insurance shall be written in the name of, and proceeds thereof shall be payable to, the Association, as Trustee for each of the unit owners in accordance with the percentage ownership in the Common Areas and Facilities set forth in Section D of Item 5 herein. Such policy shall provide for built-in or installed fixtures and equipment in an amount not less than eighty percent (80%) of the replacement value thereof.

Such insurance by the Association shall be without prejudice to the right of the owner of a Family Unit to obtain individual contents or chattel property insurance, but no Family Unit owner may at any time purchase individual policies of insurance on his Family Unit or his interest in the Common Areas and Facilities as real property unless the Association shall be a named insured in such policy, and be advised of the same.

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

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

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B. Sufficient Insurance. 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 insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, or reconstruction, shall be undertaken by the Association and the insurance proceeds shall be applied by the Association in payment therefor; provided, however, that in the event, within thirty (30) days after such damage or destruction, the Family Unit owners, if they are entitled to do so pursuant to Section D of this Item 13, shall elect to sell the Condominium Property or to withdraw the same from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken.

C. Insufficient Insurance. 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 from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Family Unit owners shall within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to Section D of this Item 13, elect to withdraw the property from the provisions of this Declaration, such repair, restoration or reconstruction of the Family Units so damaged or destroyed shall be undertaken by the Association at the expense of the owners of the Family Units so damaged or destroyed in the same proportions which the cost of repair, restoration or reconstruction of each such Family Unit together with its Limited Common Areas and Facilities so damaged or destroyed bears to the total cost of repair, restoration or reconstruction for all such Family Units, and Limited Common Areas and Facilities, and such repair, restoration or reconstruction of all or any part of the Common Areas and Facilities shall be undertaken by the Association at the expense of all the owners of Family Units in the same proportions in which they shall own the Common Areas and Facilities. Should any Family Unit owner refuse or fail after reasonable notice to pay his

share of such cost in excess of available insurance proceeds, the amount thereof may be advanced by the Association and the amount so advanced by the Association shall be assessed to such owner and such assessments shall have the same force and effect, and, if not paid, may be enforced in the same manner as hereinbefore provided for the non-payment of assessments.

To determine the share of each Family Unit owner of the cost in excess of the available insurance proceeds, the following principles shall govern:

(1) The cost of repair, restoration or reconstruction of all uninsured and underinsured (to the extent of such underinsurance), damaged or destruction to Family Units and Limited Common Areas and Facilities appertaining thereto shall be borne by the Family Unit Owner.

(2) The cost of repair, restoration or reconstruction of the uninsured and underinsured (to the extent of such underinsurance), damage or destruction of Common Areas shall be borne by the Family Unit owners in proportion to their respective percentages of interest in the Common Areas and Facilities.

(3) All insured, damaged or destroyed portions of the Condominium Property shall be deemed underinsured in the same proportion.

The term "uninsured damage or destruction" as used herein shall mean loss occurring by reason of a hazard not covered by the insurance policies of the Association. The term "underinsured damage or destruction" as used herein shall mean loss occurring by reason of a hazard covered by the insurance policies of the Association, but for which the proceeds are insufficient to cover the cost of repair, restoration or reconstruction.

The final determination made with the insurers as to insured, uninsured and underinsured damage or destruction shall govern.

D. Non-Restoration of Damage or Destruction. In the event of substantial damage to or destruction of sixty-two (62) or more of the Family Units, the Family Unit owners by the affirmative vote of those entitled to exercise not less than seventy-seven percent (77%) of the voting power may elect not to repair or restore such damage or destruction. Upon such election, all of the Condominium Property

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shall be subject to an action for sale as upon partition at the suit of any Family Unit owner. In the event of any such sale, the net sale proceeds 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 Family Unit owners in proportion to their respective percentages of interest in the Common Areas and Facilities. No Family Unit owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Family Unit have been paid, released or discharged.

14. Liability Insurance.

The Association as a common expense shall insure itself, the Board of Managers, all Family Unit owners and members of their respective families and other persons residing with them in the Condominium Property, their tenants, and all persons lawfully in possession or control of any part of the Condominium Property, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in, or about, or arising from the Common Areas and Facilities, such insurance to afford protection to a limit of not less than Five Hundred Thousand Dollars (\$500,000.) in respect to bodily injury, disease, illness, or death suffered by any one person, and to the limit of not less than One Million Dollars, (\$1,000,000.), in respect to any one occurrence and to the limit of not less than Twenty-Five Thousand Dollars (\$25,000.) in respect to damage to or destruction of property arising out of any one accident.

Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Family Units, or Limited Common Areas appurtenant thereto.

15. Rehabilitation and Renewal of Obsolete Property.

The Association may, by the affirmative vote of Family Unit owners entitled to exercise not less than seventy-seven percent (77%) of the voting power, determine that the Condominium Property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board of Managers of the Association shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense. In consideration of the conveyance to the Association of his Family Unit,

subject to such liens and encumbrances hereinafter referred to, any Family Unit owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the President of the Association within five (5) days after receiving notice of such vote, to receive the fair market value of his Family Unit, plus such owner's pro rata share of any undistributed profits accrued to the date of such vote, less the sum of the following:

- (1) The amount of any liens and encumbrances thereon as of the date such vote is taken:
- (2) The amount of any liens and encumbrances arising out of actions of said unit owner filed during the period from the date of such vote to the date of conveyance.
- (3) The amount of any liens and encumbrances thereafter arising because of unpaid common expenses of the Association occurring prior to date of such vote.
- (4) The amount of any common expenses occurring prior to the date of such vote, whether assessed or not assessed:

In the event of such election, such conveyance and payment of the consideration therefor, which shall be a common expense to the Family Unit owners who have not so elected, shall be made within thirty (30) days thereafter, and, if such owner and a majority of the Board of Managers of the Association cannot agree upon the fair market value of such Family Unit, such determination shall be made by the majority vote of three appraisers, one of which shall be appointed by the Board of Managers, one of which shall be appointed by such owner, and the third of which shall be appointed by the first two appraisers.

16. Remedies for Breach of Covenants and Regulations.

A. Infringement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Board of Managers of the Association or the breach of any covenant or provision contained in this Declaration or in the By-Laws of the Association attached hereto as Exhibit "B", shall give the Board of Managers, in addition to the rights hereinafter set forth in this item, the right:

- (i) To enter upon the land of Family 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 owner, any structure, thing or condition that may

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exist thereon contrary to the intent and meaning of the provisions of this Declaration and the By-Laws of the Association, and the Board of Managers, or its agents, shall not be thereby deemed guilty in any manner of trespass; or

(2) 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 owner (either by his own conduct or by the conduct of any other occupant of his Family Unit) shall violate any of the covenants or restrictions or provisions of the general law, this Declaration or the By-Laws of the Association attached hereto as Exhibit "B" or the regulations adopted by the Board of Managers of the Association, and such violation shall continue for thirty (30) days after notice in writing from the Board of Managers, or shall occur repeatedly during any 30-day period after written notice or request from the Board of Managers to cure such violation, then the Board of Managers shall have the power to issue to the defaulting owner a 10-day notice in writing to terminate the rights of the said defaulting owner to continue as an owner and to continue to occupy, use, or control his unit. Thereupon, an action in equity may be filed by the Board of Managers against the defaulting owner for a decree of mandatory injunction against the owner or occupant, subject to the prior consent in writing of any mortgagee having a security interest in the unit ownership of the defaulting owner, which consent shall not be unreasonable withheld. In the alternative, the action may pray for a decree declaring the termination of the defaulting owner's right to occupy, use or control the Family 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 property to 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 owner directly or indirectly from reacquiring his interest at such judicial sale. The Association, however, may acquire said interest at such a 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 charge, reasonable attorneys' fees, real estate taxes and assessments and all other expenses of the proceeding, and all such items shall be taxes against

the defaulting owner in said decree. Any balance or proceeds, after satisfaction of such charges and any unpaid assessments hereunder of any liens, may be paid to the owner upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the Family Unit ownership and to immediate possession of the Family Unit sold 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 property sold subject to the terms and conditions of this Declaration.

17. Sale, Lease, Rental or Other Disposition.

Option

A. Sale or Lease. Any owner other than Developer who wishes to sell or lease his unit ownership shall give to the Board of Managers no less than thirty (30) days prior written notice of the terms of any contemplated sale or lease, together with the name and address of the proposed purchaser or lessee. The members of the Board of Managers acting on behalf of consenting unit owners as hereinafter provided, shall at all times have the first right and option to purchase or lease such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice; provided, however, that if the proposed purchase or lease shall be for a consideration which the Board of Managers deems inconsistent with the bona fide fair market value of such unit ownership, the Board of Managers may elect to exercise such option in the manner, within the period, and on the terms set forth in Section B of this Item 17. If said option is not exercised by the Board of Managers within the aforesaid option period, the owner may, at the expiration of said period, contract to sell or lease such unit ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein.

B. Gift. Any owner other than Developer who wishes to make a gift of his unit ownership or any interest therein to any person or persons who would not be heirs-at-law of the owner under the Ohio Statute of Descent and Distribution were he or she to die within ninety (90) days prior to the contemplated date of such gift, shall give to the Board of Managers not less than ninety (90) days written notice

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of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The members of the Board of Managers acting on behalf of consenting unit owners as hereinafter provided, shall at all times have the first right and option to purchase such unit ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board of Managers, the Board of Managers and the owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment appoint a qualified real estate appraiser to act as third arbitrator. Within fifteen (15) days after their appointment of said arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the unit ownership or interest therein which the owner contemplates conveying the gift and shall thereupon give written notice of such determination to the owner and Board of Managers. The Board of Manager's option to purchase the unit ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of such notice.

C. Devise. In the event any owner dies leaving a will devising his or her unit ownership, of any interest therein to any person or persons not heirs-at-law of the deceased owner under the Ohio Statute of Descent and Distribution, and said will is admitted to probate, the members of the Board of Managers acting on behalf of consenting unit owners as hereinafter provided, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said unit ownership or interest therein either from the devisee or devisees thereof named in said will or, if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased owner, the Board of Managers shall appoint a qualified real estate appraiser

to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the unit ownership or interest therein devised by the deceased owner, and shall thereupon give written notice of such determination to the Board of Managers and said devisee or devisees, or personal representative, as the case may be. The Board of Managers' right to purchase the unit ownership or interest therein at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased owner is empowered to sell, and shall expire ten (10) months after the appointment of a personal representative who is not so empowered to sell. The Board of Managers shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the right of the Board of Managers or its authorized representative, pursuant to authority given to the Board of Managers by the owners as hereinafter provided, to bid at any sale of the unit ownership or interest therein of any deceased owner which sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased owner's estate which contains his or her unit ownership or interest therein.

D. Involuntary Sale.

(1) In the event any unit ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the unit so sold, give thirty (30) days written notice to the Board of Managers of his intention so to do, whereupon the members of the Board of Managers and their successors in office, acting on behalf of consenting unit owners as hereinafter provided shall have an irrevocable

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option to purchase such unit ownership or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board of Managers within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said unit. The Board of Managers shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.

(2) In the event any owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed against his unit ownership, the Board of Managers shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such unit ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Item 12.

E. Consent of Voting Members. The Board of Managers shall not exercise any option hereinabove set forth to purchase any unit ownership or interest therein without the prior written consent of the members entitled to exercise not less than seventy-seven percent (77%) of the voting power in the Association, and whose unit ownerships are not the subject matter of such option. The Board of Managers may bid to purchase any sale of a unit ownership or interest therein, which said sale is held pursuant to an order or direction of a court upon the prior written consent of the aforesaid voting members, which said consent shall set forth a maximum price which the Board of Managers is authorized to bid and pay for said unit or interest therein. The aforesaid option shall be exercised by the Board of Managers solely for the use and benefit of the owners consenting thereto.

F. Release, Waiver, and Exceptions to Option. Upon the written consent of four (4) of the Board members, any of the options contained in this Item 17 may be released or waived and the unit ownership or interest therein which is subject to and given or devised free and clear of the provisions of this Article. In addition, none of the options contained in this Item 17 shall be applicable to any sales, leases, or sub-leases to purchaser, lessee or sublessee procured by or through Developer (or its designee) for its own account or in its capacity as manager or managing agent of the Condominium Property.

77%
require
to
purchase

G. Proof of Termination of Option. A certificate executed and acknowledged by the Secretary of the Board of Managers stating that the provisions of this Item 17 as hereinabove set forth have been met by an owner, or duly waived by the Board of Managers, and that the rights of the Board of Managers hereunder have terminated, shall be conclusive upon the Board of Managers and the owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner who has in fact complied with the provisions of this Item or in respect to whom the provisions of this Item or in respect to whom the provisions of this Item have been waived, upon a request at a reasonable fee, not to exceed Ten Dollars (\$10.00).

H. Financing of Purchase Under Option.

(1) Acquisition of unit ownership or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Association shall levy an assessment against each consenting owner in the ratio which his ownership bears with respect to the total ownership of all consenting owners, which assessment shall become a lien and be enforceable in the same manner as provided in Item 12.

(2) The Board of Managers, in its discretion, may borrow money to finance the acquisition of any unit ownership or interest therein authorized by this Item provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Condominium Property other than the unit ownership or interest therein to be acquired. The loan documents evidencing such borrowing may be executed by the members of the Board of Managers, a nominee of the Board of Managers, or by a land trust of which the Board of Managers shall be the beneficiary. Said documents shall not obligate the Association nor any non-consenting owner.

I. Title to Acquired Interests. Unit ownership or interests therein acquired pursuant to the terms of this Item shall be held of record in the name of the Association or by a land trust of which the Association shall be the beneficiary. Such holding shall be in trust for the benefit of all the owners consenting to and participating in such acquisition. Said unit ownerships of interest therein shall be sold or leased by the Board of Managers for the benefit of such owners and the proceeds thereof may thereafter be disbursed at such time and in such manner as the Board may determine.

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18. Miscellaneous Provisions.

A. Each grantee of Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, reservations, conditions, limitations appearing of record and 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 or conveyance.

B. Upon the removal of the Condominium Property from the provisions of Chapter 531i, Revised Code, all easements, covenants and other rights, benefits, privileges, impositions, and obligations declared herein to run with the land or any unit shall terminate and be of no further force nor effect.

C. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

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

E. If any of the privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of:

- (1) the rule against perpetuities or some analogous statutory provision;
- (2) the rule restricting restraints on alienation, or;
- (3) any other statutory or common law rules imposing time limits then such provision shall continue only until twenty-one (21) years after death of the survivor of now living descendants of Edward Kennedy, United States Senator from Massachusetts.

F. So long as Developer owns any of the Family Units described herein, Edward H. Tresger, Inc., its successors and assigns shall be subject to the provisions of this Declaration and of Exhibits "A" and "B" attached hereto; and Developer covenants to take no action which would adversely affect the rights of the Association with respect to assurance against latent defects in the property or other right assigned to the Association by reason of the establishment of the Condominium.

G. Neither Developer 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 attached hereto as Exhibit "B" or in Developer's (or its representative's) capacity as developer, contractor, owner, manager, or seller of the Condominium Property whether or not such claim

(1) shall be asserted by any Family 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 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 Family 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, water, sewage, etc.).

H. The heading to each item and to each Section hereof are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of intent of this Declaration.

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

J. Developer, its successors and assigns hereby retain an easement over and through the entire "Limited Common Areas and Common Areas and Facilities" for the purpose of underground utility construction and maintenance, so long as said easement in no way interferes with the defined rights of any Family Unit Owner.

19. Amendment of Declaration.

This Declaration and the By-Laws attached hereto as Exhibit "B" may be amended upon the filing for record with the Recorder of Cuyahoga County of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be amended and any new matter to be added, which instrument shall have been duly executed by Unit Owners representing no less than seventy seven percent (77%) of the aggregated interest in the Common Areas and Facilities as set forth in Item 5, Section D hereof. Such amendment must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and its attached exhibits are recorded and must contain an affidavit by the President of the Association, that a copy of the amendment has been mailed by certified mail to all unit owners and to all mortgagees having bona fide liens of record against any Unit Ownership. Except no amendment shall have any effect, however, upon Developer, the rights of the Developer under this Declaration and upon the rights of bona fide mortgagees until the written consent of Developer and/or mortgagees to such amendment has been secured. Such consents shall be retained by the Secretary of the Association or by the Secretary of the Developer, as the case may be, and his certification in the instrument of amendment as to the consent or non-consent of Developer and the names of the consenting and non-consenting mortgagees of the various units may be relied upon by all persons for all purposes. If less than all mortgagees consent to an amendment to this Declaration and/or the By-Laws attached hereto as Exhibit "B", said amendment or modification shall nevertheless be valid among the Family Unit owners, inter sese, provided that the rights of a non-consenting mortgagees shall not be derogated thereby. No provision in this Declaration or

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to
Amend

By-Laws attached hereto as Exhibit "B", may be changed, modified or rescinded, which, after such change, modification or rescission would conflict with the provisions of Chapter 5311, Ohio Revised Code.

IN WITNESS WHEREOF, Edward H. Tresger, Inc., acting by and through its duly elected officers, has executed this Declaration this 11TH day of August, 1977.

IN THE PRESENCE OF

EDWARD H. TRESGER, INC.

Barbara O. McNulty

By Edward H. Tresger
Edward H. Tresger President

Margaret Tresger

And Margaret Tresger
Margaret Tresger Secretary-Treasurer

STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

BEFORE ME, A Notary Public in and for said County and State personally appeared Edward H. Tresger, known to me to be the President and Margaret Tresger, known to me to be the Secretary-Treasurer of Edward H. Tresger, Inc., who acknowledged that they did execute the foregoing instrument on behalf of the corporation as such officers and that the same was their free act and deed individually and as such officers and the free act and deed of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal at Cleveland, Ohio, this 11th day of August, 1977.

Barbara O. McNulty

BARBARA O. McNULTY
Notary Public For Cuyahoga County, O.
My Commission Expires Mar. 25, 1980

CONSENT OF MORTGAGEE

The undersigned, Park View Federal Savings & Loan Association, the holder of a certain mortgage deed to the premises from _____, dated _____, 19____, and recorded in Volume _____, Page _____, Cuyahoga County Mortgage Records, hereby consents to the execution and delivery of the foregoing Declaration of Condominium Ownership with exhibits thereto and to the filing thereof.

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In the office of the County Recorder of Cuyahoga County, Ohio, and further subjects the above described mortgage to the provisions of Chapter 5311, Ohio Revised Code, and to the provisions of the foregoing Declaration of Condominium Ownership with attached exhibits.

In witness whereof, Park View Federal Savings & Loan Association, by its duly authorized officers, has caused the execution of the aforesaid Consent this 11th day of August, 1977.

SIGNED IN THE PRESENCE OF:

PARK VIEW FEDERAL SAVINGS & LOAN ASSOCIATION

Barbara O. McNulty

By James W. Male President
James W. Male

James J. ...

And E. H. Curschman Secretary
E. H. Curschman

STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

BEFORE ME, A Notary Public in and for said County and State personally appeared James W. Male, known to me to be the President and E. H. Curschman known to me to be the Secretary of Park View Federal Savings & Loan Association who acknowledged that they did execute the foregoing instrument on behalf of the corporation as such officers and that the same was their free act and deed individually and as such officers and the free act and deed of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal at Cleveland, Ohio, this 11th day of August, 1977.

Barbara O. McNulty

BARBARA O. McNULTY
Notary Public For Cuyahoga County, O.
My Commission Expires Mar. 28, 1980

This Instrument was Prepared by:

Harold A. Phelan
Attorney at Law

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BY-LAWS

OF THE

WOODS OF BRECKSVILLE CONDOMINIUM

OWNERS' ASSOCIATION, INC.

EXHIBIT B

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EXHIBIT B

BY-LAWS OF THE WOODS OF BRECKSVILLE
CONDOMINIUM OWNERS' ASSOCIATION, INC.

The within By-Laws are executed and attached to the Declaration of The Woods of Brecksville Condominium pursuant to Chapter 5311, Ohio Revised Code. Their purpose is to provide for the establishment of a Unit Owners Association for the government of the Condominium Property in the manner provided by the Declaration and by these By-Laws. All present or future owners or tenants or their employees, or any other person who might use the facilities of the Condominium Property in any manner shall be subject to the covenants, provisions, or regulations contained in the Declaration and these By-Laws and shall be subject to any restriction, condition, or regulation hereafter adopted by the Board of Managers of the Association. The mere acquisition or rental of any of the Family Units (hereinafter referred to as "units") located within the Condominium Property described in the Declaration, or the mere act of occupancy of any of the units will constitute acceptance and ratification of the Declaration, or the mere act of occupancy of any of the units will constitute acceptance and ratification of the Declaration and of these By-Laws.

ARTICLE I
THE ASSOCIATION

Section 1. Name and Nature of Association. The Association shall be an Ohio corporation not for profit and shall be called Woods of Brecksville Condominium Owners' Association, Inc.

Section 2. Membership. Each unit owner, upon acquisition of title to a unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his unit, at which time the new owner of such unit shall automatically become a member of the Association.

Section 3. Voting Rights. There shall be one vote for each of the Eighty (80) units comprising the Condominium Property and the owner or owners of each unit shall be entitled to one vote for their unit.

1 vote per unit

Section 4. Proxies. Members may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on his or their behalf shall be made in writing to the Board of Managers of the Association and shall be revocable at any time by actual notice to the Board of Managers by the member or members making such a designation. Notice to the Board of Managers in writing or in open meeting of the revocation of a proxy shall not affect any vote or act previously taken or authorized.

Section 5. Meeting of Members.

(a) Annual Meeting. The annual meeting of members of the Association for the election of members of the Board of Managers, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting, shall be held at the office of the Association or at such other place upon the Condominium Property as may be designated by the Board of Managers and specified in the notice of such meeting at 8:00 o'clock P.M., or at such other time as may be designated by the Board of Managers and specified in the notice of the meeting. The first annual meeting of members of the Association shall be held when 51% of units have been sold and transferred or on June 1, 1978, whichever shall occur first. Thereafter, the annual meeting of the Association shall be held in each succeeding year thereafter on the first Tuesday of the month in which the first annual meeting was held, if not a legal holiday, or if a legal holiday then on the succeeding business day.

(b) 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 Managers of the Association or by members entitled to cast at least sixty-two (62) of the votes 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 officers 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) or more than

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sixty (60) days after receipt of such request as such officer may fix. If such notice is not given within thirty (30) days after the delivery or 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 8:00 o'clock P.M. and shall be held at the office of the Association or at such other place upon the Condominium Property as shall be specified in the notice of the meeting.

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

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

1. Calling of meeting to order;
2. Proof of notice of meeting or waiver of notice;
3. Reading of minutes of preceding meeting;
4. Reports of Officers;
5. Reports of Committees;
6. Elections of inspectors of election;
7. Election of Managers;
8. Unfinished and/or old business;
9. New Business
10. Adjournment.

(e) Quorum. Adjournment. Except as may be otherwise provided by

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

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

ARTICLE II

BOARD OF MANAGERS

Section 1. Election of Managers: Vacancies. The required Managers shall be elected at each annual meeting of members of the Association as Managers and the candidates receiving the greatest number of votes shall be elected. Each member may vote for as many candidates as there are vacancies in the Board of Managers, however caused. The remaining managers though less than a majority of the authorized number of Managers, may, by the vote of a majority of their number, fill any vacancy for the unexpired term; provided, however, that a vacancy in the position of a representative of a lending institution as provided in Section 2 of this Article II, if any, shall be filled by such lending institution, and a vacancy in the position filled by designation of Developer shall be filled by Developer.

Section 2. Number and Qualifications. The Board of Managers shall consist of five persons, except as otherwise provided, all of whom must be owners,

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or persons who could be heirs-at-law of the owner under the Ohio statutes of descent and distribution, and occupants of a unit. For three (3) years following filing the Declaration, if Edward H. Tresger, Inc., which together with its successors and assigns is herein called "Developer" shall own any units, no less than one member of the Board shall be designated by it who need not be an owner or occupier of a unit. If at any time, one bank, savings and loan association, insurance company or other lending institution shall hold mortgages upon more than fifty percent (50%) of the units, such lending institution may designate its representatives who shall be a sixth member of the Board of Managers. Such representatives need not be an owner or occupier of a unit.

Section 3. Term of Officer; Resignations. Each Manager shall hold office until the next annual meeting of the members of the Association and until his successor is elected, or until his earlier resignation, removal from office or death. Any Manager may resign at any time by oral statement to that effect made at a meeting of the Board of Managers or in 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 Manager may specify. At the first annual meeting of the members of the Association, the term of office of three Managers shall be fixed so that such term will expire one year from the date of the next annual meeting of members of the Association. The term of office of the remaining two Managers shall be fixed so that such term will expire on the date of the annual meeting two (2) years from the date of the first annual meeting. At the expiration of such initial term of office of each respective Manager, his successor shall be elected to serve for a term of two (2) years.

Section 4. Powers and Duties of the Board of Managers. The Board of Managers shall have the duty to direct the management of the operation of the Condominium Property and shall have such powers as shall be delegated to it by the Association.

Section 5. Compensation and Removal. Members of the Board of Managers shall serve without compensation.

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 Managers, except the Manager, if any, acting as a representative of a lending institution or a member designated by Developer as provided in Section 2 of this Article II may be removed with or without cause by the vote of members entitled to exercise at least seventy-seven percent (77%) of the voting power of the Association, and a successor or successors to such Manager or Managers so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Manager whose removal has been proposed by Members of the Association shall be given an opportunity to be heard at such meeting.

Section 6. Managing Agent.

(a) Employment of Manager. The Board of Managers may, at its discretion, employ persons, firms, or corporations of its choice as managers or managing agents, and may delegate thereto such duties and responsibilities of the Association as the Board of Managers of the Association shall from time to time specify. The Board of Managers of the Association may provide for reasonable compensation for the performance of such duties and responsibilities so delegated.

(b) Joint Management Contracts. The Board of Managers shall have the power to enter into an agreement on behalf of the Association with one or more developments by Developer or associated companies or the Unit Owners Association of other condominiums, for the common management by a management agent. Without intending to limit the generality of the foregoing, such agreements may provide for the allocation of common expenses, purchase of maintenance services, equipment, and supplies, jointly sharing employees and management overhead.

Section 7. Meetings of Board Managers.

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

(b) Regular Meetings. Regular meetings of the Board of Managers

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

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

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

(e) Actions Without a Meeting. All actions, except removal of officers, which may be taken at a meeting of the Board of Managers, may be taken without a meeting with the unanimous consent in writing of all the members of the Board of Managers. Such writing, signed by each member of the Board of Managers, shall be filed with the minutes and proceedings of the Board of Managers.

ARTICLE III

OFFICERS

Section 1. Election and Designation of Officers. The Board of Managers

shall elect a President, a Vice President, a Secretary, and a Treasurer, each of whom shall be a member of the Board of Managers. The Board of Managers may also 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 of Managers but who are members of the Association, or persons who could be heirs-at-law of a unit owner under the Ohio statutes of descent and distribution provided they are occupiers of a unit.

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

Section 3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of members of the Association and shall preside at all meetings of the Board of Managers. Subject to directions of the Board of Managers, the President shall have general executive supervision over the business and affairs of the Association. He may execute all authorized deeds, contracts, and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board of Managers or otherwise provided for in the Declaration or in these By-Laws.

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

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

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

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

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

ARTICLE IV

MAINTENANCE AND IMPROVEMENTS

Section 1. Payments from Maintenance Funds. The Association, for the benefit of all the owners shall acquire, and shall pay for out of the maintenance fund hereinafter provided for, the following:

(a) Utility Services. The cost of water, waste removal, electricity, telephone, heat, power or any other necessary utility services for the Common Areas and Facilities and the cost of heat, water, waste removal or any utilities which are not separately metered or otherwise directly charged to individual owners. The Association reserves the right to levy additional assessments against any owner to reimburse for excessive use, as shall be determined by the Board of Managers, by such owner of any utility services having been charged against or to the maintenance fund.

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

(c) Liability Insurance. The premium upon a policy or policies insuring the Association, the members of the Board, and the owners against any liability to the public or to the owners (of units and of the Common Areas and Facilities, and their invitees or tenants), incident to the ownership and/or use of the Common Areas and Facilities, as provided in the Declaration, the limits of which policy shall be reviewed annually.

(d) Workmen's Compensation. The costs of workmen's compensation insurance to the extent necessary to comply with the applicable laws.

(e) Fidelity Bonds. All officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association and shall be charged against the maintenance fund.

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

(g) Care of Common Areas and Facilities. The cost of landscaping, gardening, snow removal, painting, cleaning, tuck-pointing, maintenance, decorating, repair, and replacements of the Common Areas and Facilities (but not including the interior surfaces of the units or the Limited Common Areas and Facilities, which the owner shall paint, clean, decorate, maintain and repair), the painting, cleaning and decorating of the exterior surfaces of the buildings and storage areas as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Areas and Facilities.

(h) Certain Maintenance of Units. The cost of the maintenance and repair of any unit or Limited Common Areas and Facilities if such maintenance or repair is necessary, in the discretion of the Association, to protect the

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Common Areas and Facilities, or any other portion of a building, the owner or owners of said unit have failed or refused to perform said maintenance of repair within a reasonable time after written notice of necessity of said maintenance of repair delivered by the Association to said owner or owners, provided that the Association shall levy special assessment against such unit owner for the cost of the maintenance or repair.

(i) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Condominium Property or any part thereof which may in the opinion of the Association constitute a lien against the entire Condominium Property rather than merely against the interests therein of particular owners; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specially assessed to said owners.

(j) Additional Expenses. The cost of any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, "common expenses" or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and these By-Laws or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Condominium Property as a first class condominium project or for the enforcement of the Declaration and these By-Laws.

Section 2. Capital Additions and Improvements. The Association's powers enumerated herein, shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements (other than for purpose of replacing or restoring portions of the Common Areas and Facilities, subject to all the provisions of the Declaration and these By-Laws) having a total cost in excess of One Thousand Dollars (\$1,000.), nor shall the Association authorize any structural alterations, capital additions to, or capital improvements of the Common Areas and Facilities requiring an

expenditure in excess of One Thousand Dollars (\$1,000.) without in each case the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association, provided that during the three year period following filing of the Declaration, if Developer shall own any of the units, its consent to such expenditure shall be required.

Payments of ASSES

ARTICLE V

COMMON EXPENSES - ASSESSMENTS

Section 1. Obligation of Owners to Pay Assessments. It shall be the duty of every unit owner to pay his proportionate share of the expenses of administration, maintenance, and repair of the Common Areas and Facilities and of the other expenses provided for herein. Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Areas and Facilities as set forth in the Declaration. Payment thereof shall be in such amounts and at such times as may be determined by the Board of Managers of the Association, as hereinafter provided.

Section 2. Preparation of Estimated Budget. Each year on or before December 1st, the Association shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the owners according to each owner's percentage of ownership in the Common Areas and Facilities as set forth in the Declaration. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each 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 paragraph. On or before the date of said annual meeting in each calendar year, the Association shall supply to all owners, an itemized accounting of the expenses actually incurred for in the preceding calendar year, together with a tabulation of the amounts

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collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any net shortage shall be added, according to each owner's percentage of ownership in the Common Areas and Facilities, to the installments due in the succeeding six months after rendering of the accounting.

Section 3. Reserve for Contingencies And Replacements. The Association shall build up and maintain a reasonable reserve for contingencies and replacement. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If the "estimated cash requirement" proves inadequate for any reason, including non-payment of any owner's assessment, the same shall be assessed to the owners according to each owner's percentage of ownership in the Common Areas and Facilities. The Association shall serve notice of such further assessment on all owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the first monthly maintenance payment which occurs more than ten (10) days after the delivery or mailing of such notice of further assessment. All owners shall be obligated to pay the adjusted monthly amount.

Section 4. Budget for First Year. When the first Board of Managers elected hereunder take office, the Association shall determine the "estimated cash requirement", as defined herein, for the period commencing thirty (30) days after the election and ending on December 31st of the calendar year in which the election occurs. Assessments shall be levied against the owners during that period as provided in Section 2 of this Article V.

Section 5. Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or serve the annual or adjusted estimate on the owner shall not constitute a waiver or release in any manner of such owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate, the owner shall continue to pay the monthly maintenance charge at the existing monthly rate established for the previous period until the first

monthly maintenance payment which occurs more than ten (10) days after such new, annual or adjusted estimate shall have been mailed or delivered.

Section 6. Assessments Prior to Organization of Association. Until such time as the Association is organized, monthly assessments in the amount of \$55.00 per unit shall be paid by the owner of each unit. Nevertheless, the Developer shall not be obligated to pay any assessments on those units owned by it, until:

- a) The Association is organized, or
- b) two months after completion of construction of the total project, or
- c) the Developer shall fail to provide to the Common Areas electric service, grass cutting, snow removal and similar maintenance, for the units under construction.

whichever first occurs.

Such sums shall be deposited with a savings and loan association or bank in Cuyahoga County, Ohio, for the account of and for the benefit of the Association. Such payment in such amount shall continue to be paid until the amount thereof shall be readjusted in accordance with the provisions of the Declaration and these By-Laws immediately following the organization of the Association. After the Association has been organized, Developer shall continue to pay its proportionate share of the monthly assessments to the Association for each unit, the title to which is vested in Developer.

Section 7. Annual Audit. The books of the Association shall be audited once a year by the Board of Managers, and such audit shall be completed prior to each annual meeting. If requested by two members of the Board of Managers, such audit shall be made by a certified Public Accountant. In addition, and at any time requested by the owners of 60 or more units including Developer, the Board of Managers shall cause an additional audit to be made.

Section 8. Remedies for Failure to Pay Assessments. If an owner is in arrears in the monthly payment of charges of assessments for thirty (30) days, the members of the Board of Managers may bring suit for and on the behalf of themselves and as representatives of all owners, to enforce collection thereof or to foreclose the lien therefor as provided in the Declaration. There shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorney's fees to be fixed by the court. To the extent permitted by the Declaration

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any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs, and fees as above provided, shall be a lien or charge against the unit ownership of the owner involved when payable, and may be foreclosed by an action brought in the name of the Board of Managers as in the case of foreclosure of liens against real estate, as provided in the Declaration. As provided in the Declaration, the members of the Board of Managers and their successors in office acting on behalf of the other unit owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. Any encumbrance may from time to time request in writing a written statement from the Board of Managers setting for the unpaid common expenses with respect to the unit covered by this encumbrance and unless the request shall be complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a unit may pay any unpaid common expenses payable with respect to such unit and upon such payment such encumbrancer shall have a lien on such unit for the amounts paid at the same rank as the lien of his encumbrance.

Section 9. Security Deposits from Certain Owners. If in the judgment of the Board the equity interest of any owner (whether the original owner or a subsequent purchaser or transferee) in his unit at any time is not sufficient to assure realization (whether by foreclosure of the lien referred to in Section 8 above, or otherwise) of all assessments, charges, or other sums which may be levied by the Association, then whether or not such owner shall be delinquent in the payment of such levies, the Association shall have the right to require such owner to establish and maintain a security deposit, in an amount which the Board deems necessary for such purposes, provided, however, that such security deposit shall in no event exceed an amount which, when added to such owner's equity interest in the purchase unit will equal twenty-five percent (25%) of the purchase price of the unit in question. In the event that any owner shall fail to pay any assessments, charges or other sums which may be due hereunder or shall otherwise violate any provisions of Chapter 5311, R.C., any covenants, terms and conditions of the Declaration, the Association shall have the right, but not the obligation, to apply such security deposit in reduction of its alleged damages resulting from such failure or violation, which right shall be in addition to all and other

remedies provided for in Chapter 5311, R.C., the Declaration or these By-Laws. Upon any sale by such owner of his unit, or at such time as such owner's equity in his unit is sufficiently great to dispense with the necessity of such security deposit, any unapplied balance of said security deposit remaining to the credit of said owner shall be refunded, provided that such owner shall not be in default under any of his obligations under the Declaration. The Association shall have the right to maintain all security deposits until refunded. Said security deposit shall at all times be subject and subordinate to the lien referred to in the Declaration and Section 8 above and all rights thereto shall inure to the benefit of the lienor.

Section 10. Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purpose designated herein, and (except for such special assessments as may be levied hereunder against less than all of the owners, and for such adjustment as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit, and account of all of the owners in proportion to each owner's percentage ownership in the Common Areas and Facilities as provided in the Declaration.

ARTICLE VI

COMMON PROFITS

Any amount accumulated through assessments in excess of the amount required for actual expenses and reserves shall be credited, according to each owner's percentage of ownership in the Common Areas and Facilities, to the next monthly installments due from such owner, under the current year's estimate, until exhausted.

Any amount accumulated or acquired by means otherwise than assessments, shall be allocated solely to the acquisition of capital additions or improvements.

ARTICLE VII

RULES AND REGULATIONS

Section 1. Rules and Regulations. The Association, by vote of the members entitled to exercise a majority of the voting power of the Association,

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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 may be deemed advisable for the maintenance, conservation, and beautification of the Condominium Property, and for the health, comfort, safety, and general welfare of the owners and occupants of the Condominium Property. Written notices of such rules and regulations shall be given to all owners and occupants and the Condominium Property shall at all times be maintained subject to such rules and regulations. In the event such supplemental rules and regulations shall conflict with any provisions of the Declaration or of these By-Laws, the latter shall govern.

Section 2. Association's Right to Enter Units. The Association or its agents may enter any unit necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Association, at the expense of the maintenance fund. The Association reserves the right to retain a pass key to each unit and no locks or other devices shall be placed on the doors to the units to obstruct entry through the use of such pass key. In the event of any emergency originating in or threatening any unit at a time or when required alterations or repairs are scheduled, the management agent or his representative or any other person designated by the Board of Managers may enter the unit immediately, whether the owner is present or not.

Section 3. No Active Business to be Conducted for Profit. Nothing herein contained shall be constructed to give the Association authority to conduct an active business for profit on behalf of all the owners or any of them.

Section 4. Special Services. The Association may arrange for the provision of any special services and facilities for the benefit of such owners and/ or occupants as may desire to pay for the same, including, without limitation, cleaning, repair and maintenance of units and provisions of special recreational, educational, or medical facilities. Fees for such special services and facilities shall be determined by the Board of Managers and may be charged directly

to participating owners, or paid from the maintenance fund and levied as a special assessment due from participants.

Section 5. Applicable Laws. The Association shall be subject to and governed by the provisions of any statute adopted at any time and applicable to property submitted to the Condominium form of ownership (including, without limitation, Chapter 5311, Ohio Revised Code); provided, however, that all inconsistencies between or among the permissive provisions of any statute and any provision of the Declaration and these By-Laws, shall be resolved in favor of the Declaration and the By-Laws, and any inconsistencies between any statute applicable to associations formed to administer property submitted to the Condominium form of ownership, shall be resolved in favor of the latter statute. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or By-Laws of the Associations, the terms and provisions of the Declaration shall prevail, and the owners and all persons claiming under them covenant to vote in favor of such amendments in the Articles or By-Laws as will remove such conflicts or inconsistencies.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Developer's Rights Pending Sale of Fifty One Percent (51%) of Unit Ownerships. Until such time as the Association is formed, and until such time thereafter as Developer shall have consummated the sale of fifty-one percent (51%) of all unit ownerships or June 1, 1978, whichever time shall first occur, the powers, rights, duties and functions of the Association and its Board of Managers shall be exercised by five persons who shall be selected jointly by Developer and any lending institution which shall hold mortgages upon more than fifty percent (50%) of the units.

Section 2. Copies of Notice of Mortgage Lenders. Upon written request to the Board of Managers, the holder of any duly recorded mortgage or trust deed against any unit ownership shall be given a copy of any and all notices permitted or required by the Declaration or these By-Laws to be given to the owner or owners whose unit ownership is subject to such mortgage or trust deed.

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Section 3. Service of Notices on the Board of Managers. Notices required to be given to the Board of Managers or to the Association may be delivered to any member of the Board of Managers or officers of the Association either personally or by mail addressed to such member or officer at his unit.

Section 4. Service of Notice on devisees and Personal Representatives. Notices required to be given any devisee or personal representative of a deceased owner may be delivered either personally or by mail to such party at his, her or its address appearing on the records of the Court wherein the estate of such deceased owner is being administered.

Section 5. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 6. Agreements 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 on all unit owners, their successors, heirs and assigns.

Section 7. Notices of Mortgages. Any owner who mortgages his unit shall notify the Association, in such manner as the Association may direct, of the name and address of his mortgagee and thereafter shall notify the Association of the full payment, cancellation or other alteration in the status of such mortgage. The Association shall maintain such information in a book entitled "Mortgages of Units".

Section 8. 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 the rest of these By-Laws.

Section 9. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by these By-Laws shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous

statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after death of the survivor of the now living descendants of Edward Kennedy, United States Senator from Massachusetts.

ARTICLE IX

BOOKS AND RECORDS OF THE ASSOCIATION

Section 1. Books and Records of Association. The Association shall keep correct and complete books and records of account specifying the receipts and expenditures relating to the Common Areas and Facilities, and other common receipts and expenses, together with records showing the allocation, distribution, and collection of common profits, losses, and expenses. The same shall be open for inspection by any owner or any representative of an owner duly authorized in writing, at reasonable times, and upon request by an owner. Upon ten (10) days notice to the Board of Managers 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 owner.

Section 2. Minutes of the Association. The Association shall maintain minutes of its proceedings of the Board of Managers which shall be open at reasonable times for inspection by any owner or representative of an owner who is duly authorized in writing.

Section 3. Owner's List of Association. The Association shall also maintain a current listing of the names and addresses of the unit owners, and their respective percentages of interest in the Common Areas and Facilities, the Mortgages of Units record book as required by Section 7 of Article VIII hereof, and a register of garages. Said records shall be available at reasonable times for inspection by an owner, a mortgagee, or any person authorized by same or by the Association.

IN WITNESS WHEREOF, Edward H. Tresger, Inc., acting by and through

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its duly elected officers, has executed these By-Laws this 11th day of August, 1977.

IN THE PRESENCE OF:

EDWARD H. TRESGER, INC.

Barbara O. McNulty

By Edward H. Tresger
Edward H. Tresger President

James J. ...

And Margaret Trefzger
Margaret Trefzger Secretary-Treasurer

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

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BEFORE ME, A Notary Public in and for said County and State personally appeared Edward H. Tresger, known to me to be the President and Margaret Trefzger, known to me to be the Secretary-Treasurer of Edward H. Tresger, Inc. who acknowledged that they did execute the foregoing instrument on behalf of the corporation as such officers and that the same was their free act and deed individually and as such officers and the free act and deed of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal at Cleveland, Ohio, this 11th day of August, 1977.

Barbara O. McNulty

BARBARA O. McNULTY
Notary Public For Cuyahoga County, O.
My Commission Expires Mar. 25, 1980

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NOTICE OF PERMANENT ASSIGNMENT OF GARAGES

Pursuant to Item 5E (5) of the Declaration of Condominium Ownership for The Woods of Brecksville Condominium, the following garage parking spaces have been permanently assigned by Edward H. Tresger, Inc., Developer, to the following Family Units. These garage spaces are reserved for the exclusive use of the designated specific Family Unit.

<u>Unit</u>	<u>Garage</u>	<u>Unit</u>	<u>Garage</u>	<u>Unit</u>	<u>Garage</u>
1	A - 3, B-6	33	D -12, 13	57	E - 8, 9
2	4	34	15, 10	58	10
3	1, 2	35	16, 11	59	7, 6
4	5	36	14, 3	60	11, 5
5	6	37	18, 9	61	12
6	9, 10	38	21	62	16
7	7, B-3	39	17, 1	63	13, 14
8	8	40	19, 20	64	15, 4
-----		41	22, 23	65	18
9	B - 9, 10	42	26, 5	66	19
10	12, 4	43	24, 4	67	17
11	11, 7	44	25, 6	68	20, 21
12	13, 8	45	27	69	22, 3
13	14, 15	46	30, 31	70	25, 26
14	18, 5	47	28, 7	71	23, 2
15	16, 1, 2	48	29, 2	72	24, 1
16	17	49	32	73	27
-----		50	36	74	29, 30
17	C - 1, 2	51	33, 34	75	28
18	5	52	35, 44	76	31
19	3	53	37, 38	77	33
20	4	54	40, 43	78	34, 35
21	7	55	39, 45	79	32
22	8, 21	56	41, 42	80	36
23	6		8-Storage		
24	9, 10				
25	11, 22				
26	13				
27	12, 26				
28	14, 15				
29	17, 24				
30	20, 25				
31	16, 23				
32	18, 19				

RECORDED THIS DATE
FRANK RUSSO
CUYAHOGA CITY RECORDER

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AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE WOODS OF BRECKSVILLE CONDOMINIUM

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE WOODS OF BRECKSVILLE CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for the Woods of Brecksville Condominium was recorded in Volume 14669, Page 919 et seq. of Cuyahoga County Records, and

WHEREAS, the Woods of Brecksville Condominium Owners' Association, Inc. is a corporation consisting of all Family Unit Owners in The Woods of Brecksville Condominium and as such is the representative of all owners, and

WHEREAS, Article 19 of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Family Unit Owners with 77% of the voting power of the Owners Association have executed an instrument in writing setting forth specifically the new matter to be added, and

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

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

WHEREAS, the Owners Association has in its records the signed consents to the Amendment signed by 77% of the Family Unit Owners and further has in its records the consents, if any, of the mortgagees as certified by the Secretary in the attached Exhibit B, and

WHEREAS, the Owners Association has in its records the power of attorney signed by 77% of the Family Unit Owners authorizing the officers of The Woods of Brecksville Condominium Owners' Association, Inc. 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 Woods of Brecksville Condominium have in all respects been complied with,

NOW THEREFORE, the Declaration of Condominium Ownership of The Woods of Brecksville Condominium is hereby amended by the following:

DELETE DECLARATION ARTICLE 3, SECTION B, PARAGRAPH 11 entitled Rental of Family Units. in its entirety. Said deletion is on Page 5 of the Declaration as recorded in Volume 14669, Page 919 et seq. of Cuyahoga County Records.

INSERT a new DECLARATION ARTICLE 3, SECTION B, PARAGRAPH 11 entitled Rental of Family Units. Said new addition to be added on Page 5 of the Declaration as recorded in Volume 14669, Page 919 et seq. of Cuyahoga County Records, is as follows:

"(11) Rental of Family Units. No unit shall be leased by a unit owner to others for business, speculative, investment or any other purposes. This restriction does not apply to units which are occupied by the parent(s) or child(ren) of the unit owner.

To meet special situations and to avoid undue hardship or practical difficulties, the Board of Managers shall grant permission to an owner to lease his unit to a specified renter for a period not less than six (6) consecutive months nor more than twelve (12) consecutive months. Thereafter, the unit shall be owner occupied. The hardship exception may in no event be extended beyond the one twelve (12) month period.

Any unit owner leasing his unit at the time of filing of this amendment with the County Recorder, and who has registered his unit as a rental unit with the Association, shall continue to enjoy the privilege of leasing that unit until the title to said unit is transferred to a subsequent owner.

In no event shall the unit be leased by the Owner thereof for transient or hotel purposes, which is defined to mean: (i) rental for any period less than twelve (12) full calendar months, or (ii) any rental if the occupants of the Unit are provided in connection with such rentals, customary hotel services such as room service for food and beverage, maid service, furnishing of laundry and linen or bell-boy service.

Each lease shall be in writing, shall require the lessee to abide by the terms of the Declaration and the By-Laws, as well as any rules and regulations adopted by the Association, and shall give the Board of Managers the right to dispossess or otherwise act for the Unit Owner in case of default under the lease or for violation of the Declaration, By-Laws or the rules and regulations. The Unit Owner shall continue to be liable for all obligations of ownership of his Unit and shall be responsible to the Board of Managers for the conduct of his lessee. Copies of all such leases shall be delivered

to the Board of Managers prior to the beginning of the lease term.

Any conflict between this provision and other provisions of the Declaration and By-Laws shall be interpreted in favor of this restriction on leasing.

IN WITNESS WHEREOF, the said Woods of Brecksville Condominium Owners' Association, Inc. has caused the execution of this instrument this 18th day of July, 1996.

THE WOODS OF BRECKSVILLE CONDOMINIUM OWNERS' ASSOCIATION, INC.

Signed in the presence of:

Regina M Hoover
Witness: Regina M Hoover

By: William Christensen
WILLIAM CHRISTENSEN, its President

George D. Grant
Witness: GEORGE D. GRANT

By: Edward Calvert
EDWARD CALVERT, its Secretary

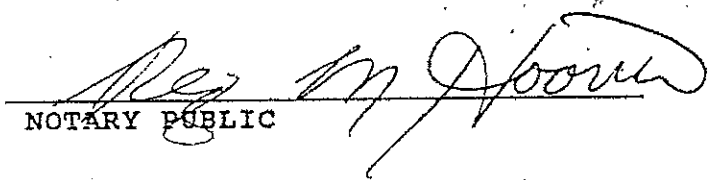
REGINA M. HOOVER, Notary Public
State of Ohio
My Commission Expires Feb. 26, 2001

This instrument prepared by:
DAVID W. KAMAN, Esq.
Kaman & Ott, Attorneys at Law
50 Public Square
600 Terminal Tower
Cleveland, Ohio 44113
(216) 696-0650

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Woods of Brecksville Condominium Owners' Association, Inc., 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 Cleveland, Ohio, this 18th day of July, 1996.


NOTARY PUBLIC

REGINA M. HOOVER, Notary Public
State of Ohio
My Commission Expires Feb. 26, 2001

EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

WILLIAM CHRISTENSEN, being first duly sworn, states as follows:

1. He is the duly elected and acting President of The Woods of Brecksville Condominium Owners' Association, Inc.
2. As such President, he caused copies of the amendment to the Declaration of The Woods of Brecksville Condominium to be mailed by certified mail to all mortgagees on the record of the Association having bona fide liens of record against any Family Unit Ownership.
3. Further affiant sayeth naught.

William Christensen
 WILLIAM CHRISTENSEN, President

REGINA M. HOOVER, Notary Public
 State of Ohio
 My Commission Expires Feb. 26, 2001

BEFORE ME, a Notary Public in and for said County, personally appeared the above named WILLIAM CHRISTENSEN 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 at Cleveland, Ohio, this 18th day of July, 1996.

Regina M. Hoover
 NOTARY PUBLIC

EXHIBIT B

CERTIFICATION OF SECRETARY

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

N O N E

Edward Calvert

EDWARD CALVERT, Secretary

REGINA M. HOOVER, Notary Public
State of Ohio
My Commission Expires Feb. 26, 2001

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 18th day of July, 1996.

Regina M. Hoover
NOTARY PUBLIC

RECORDED
PATRICK J. O'MALLEY
DEED 11/24/1998 01:43:40 PM
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CUYAHOGA COUNTY RECORDER
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AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE
WOODS OF BRECKSVILLE CONDOMINIUM

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE
WOODS OF BRECKSVILLE CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for the Woods of Brecksville Condominium was recorded at Volume 14609, Page 919 et seq., of Cuyahoga County Records, and

WHEREAS, the Woods of Brecksville Condominium Owners' Association, Inc. is a corporation consisting of all Unit Owners in the Woods of Brecksville Condominium and as such is the representative of all owners, and

WHEREAS, Item 19 of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Unit Owners in excess of 77% 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 amendment was mailed by certified mail to all mortgagees on the records of the Association having bona fide liens of record against any Unit ownership, and

WHEREAS, the Association has in its records the consents to the Amendment signed by 83.75% of the 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 power of attorney signed by 83.75% of the Unit Owners authorizing the officers of the Woods of Brecksville Condominium Owners' Association, Inc. 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 Woods of Brecksville Condominium have in all respects been complied with,

NOW THEREFORE, the Declaration of Condominium Ownership for Woods of Brecksville Condominium is hereby amended by the following:

INSERT a new DECLARATION Item 16, Section C entitled, "Cost of Collection." Said new addition, to be added on Page 21 of the Declaration as recorded in Cuyahoga County Records Volume 14609, Page 919 et seq., is as follows:

C. Cost of Collection. A delinquent Unit Owner shall also be liable for any and all costs incurred by the Association in connection with the collection of the delinquent owner's account, including reasonable attorney fees, recording costs, title reports and/or court costs.

INSERT a new DECLARATION Item 16, Section D entitled, "Cost of Enforcement." Said new addition, to be added on Page 21 of the Declaration as recorded in Cuyahoga County Records Volume 14609, Page 919 et seq., is as follows:

D. Cost of Enforcement. If any Unit Owner (either by his or her conduct or by the conduct of any occupant of his or her unit) shall violate any provision of the Declaration, Bylaws or any rule adopted, said Unit Owner shall pay to the Association, in addition to any other sums due, all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule, including reasonable attorney fees and/or court costs.

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

IN WITNESS WHEREOF, the said Woods of Brecksville Condominium Owners' Association, Inc. has caused the execution of this instrument this 17th day of NOVEMBER, 1998.

WOODS OF BRECKSVILLE CONDOMINIUM OWNERS' ASSOCIATION, INC.

Signed in the presence of both:

Gregg Zamborsky
Witness #1: GREGG ZAMBORSKY

Irene D. Podway
Witness #1A / IRENE D. PODWAY

Gregg Zamborsky
Witness #2: GREGG ZAMBORSKY

Pamela E. Bowles
Witness #2A
PAMELA E. BOWLES

By: Frederick J. Monreal
FREDERICK J. MONREAL, its President

By: Donna S. Hatfield
DONNA S. HATFIELD, its Secretary

This instrument prepared by:
DAVID W. KAMAN, Esq.
Kaman & Ott, Attorneys at Law
50 Public Square
600 Terminal Tower
Cleveland, Ohio 44113
(216) 696-0650

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Woods of Brecksville Condominium Owners' Association, Inc., by its President and its Secretary, who acknowledged 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 BRECKSVILLE, Ohio, this 17th day of NOVEMBER, 1998.


NOTARY PUBLIC

BETH A. FADEL
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires Mar. 10, 1999

EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

FREDERICK J. MONREAL, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Woods of Brecksville Condominium Owners' Association, Inc.
2. As such President, he caused copies of the amendment to the Declaration of Woods of Brecksville to be mailed by certified mail to all mortgagees on the record of the Association having bona fide liens of record against any Unit Ownership.
3. Further affiant sayeth naught.



 FREDERICK J. MONREAL, President

BEFORE ME, a Notary Public in and for said County, personally appeared the above named FREDERICK J. MONREAL 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 at BRECKSVILLE, Ohio, this 17th day of NOVEMBER, 1998.



 NOTARY PUBLIC

KEITH A. FADEL
Notary State of OH Cuy. Co.
My Commission Expires Mar. 10, 1999

EXHIBIT B

CERTIFICATION OF SECRETARY

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

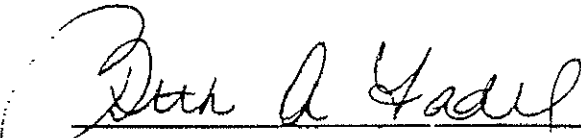
N O N E


DONNA S. HATFIELD, Secretary

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named DONNA S. HATFIELD 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 BRECKSVILLE, Ohio, this 17th day of NOVEMBER, 1998.


NOTARY PUBLIC

DORA A. FADEL
Notary Public, State of Ohio, City, Ohio.
My Commission Expires Mar. 10, 1999

CUYAHOGA COUNTY RECORDER
PATRICK J. O'MALLEY
DEED 01/14/2003 09:30:54 AM
200301140021

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR THE
WOODS OF BRECKSVILLE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR THE WOODS OF BRECKSVILLE
CONDOMINIUM RECORDED AT VOLUME 14609, PAGE 919 ET SEQ. OF THE
CUYAHOGA COUNTY RECORDS.

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE WOODS OF BRECKSVILLE CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for the Woods of Brecksville Condominium (the "Declaration") was recorded at Cuyahoga County Records Volume 14609, Page 919 et seq., and

WHEREAS, the Woods of Brecksville Condominium Owners' Association, Inc. (the "Association") is a corporation consisting of all Owners in the Woods of Brecksville and as such is the representative of all Owners, and

WHEREAS, Item 19 of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Owners representing no less than 77% of the Association's voting power have executed instruments in writing setting forth specifically the matter to be added (the "Amendment"), and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President that a copy of the Amendment was mailed by certified mail to all unit owners and all 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 Amendment, and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Owners representing 88.75% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 88.75% of the Association's voting power authorizing the Association's officers to execute the Amendment 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 Woods of Brecksville Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for the Woods of Brecksville Condominium is hereby amended by the following:

DELETE DECLARATION Item 17, entitled "Sale, Lease, Rental or Other Disposition." Said deletion to be taken from Pages 21-25 of the Declaration as recorded at Cuyahoga County Records Volume 14609, Page 919 et seq.

INSERT a new DECLARATION Item 17, entitled "Sale of a Unit." Said addition, to be made on Page 21 of the Declaration as recorded at Cuyahoga County Records Volume 14609, Page 919 et seq., is as follows:

17. Sale of a Unit.

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

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment regarding the sale of a Unit. Upon the recording of this amendment, only 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 Woods of Brecksville Condominium Owners' Association, Inc. has caused the execution of this instrument this 30th day of December, 2002.

WOODS OF BRECKSVILLE CONDOMINIUM OWNERS' ASSOCIATION, INC.

By: Herb Medoff ND, Pres.
DR. HERB MEDOFF, its President

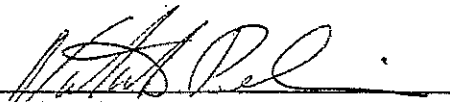
By: Stanley J. Rarney
STAN RARNEY, its Secretary

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS

CUYAHOGA COUNTY RECORDER
200301140021 PAGE 4 of 6

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Woods of Brecksville Condominium Owners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 3 of 6, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Brecksville, Ohio, this 30th day of December, 2002.


NOTARY PUBLIC
*My Commission Expires
Sept. 22, 2003*

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

EXHIBIT A

AFFIDAVIT

CUYAHOGA COUNTY RECORDER
200301140021 PAGE 5 of 8

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

SS

DR. HERB MEDOFF, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Woods of Brecksville Condominium Owners' Association, Inc..
2. As such President, he certifies that copies of the Amendment to the Declaration of Condominium Ownership for the Woods of Brecksville Condominium were mailed by certified mail to all unit owners and all mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.
3. Further affiant sayeth naught.

Herbert H. Medoff, Pres
DR. HERB MEDOFF, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named DR. HERB MEDOFF 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 Brecksville, Ohio, this 30th day of December, 2002.

Matthew Riel
NOTARY PUBLIC

*My Commission Expires
Sept. 22, 2003*


EXHIBIT B

CUYAHOGA COUNTY RECORD
200301140021 PAGE 6 of 6

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Woods of Brecksville Condominium Owners' Association, Inc., 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 of Condominium Ownership for the Woods of Brecksville Condominium.


NONE


STAN RAPIEX, Secretary

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Brecksville, Ohio, this 30th day of December, 2002.


NOTARY PUBLIC
My Commission Expires
Sept. 22, 2003

CUYAHOGA COUNTY RECORDER
PATRICK J. O'MALLEY
DEED 01/14/2003 09:30:54 AM
200301140021

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR THE
WOODS OF BRECKSVILLE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR THE WOODS OF BRECKSVILLE
CONDOMINIUM RECORDED AT VOLUME 14609, PAGE 919 ET SEQ. OF THE
CUYAHOGA COUNTY RECORDS.

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE WOODS OF BRECKSVILLE CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for the Woods of Brecksville Condominium (the "Declaration") was recorded at Cuyahoga County Records Volume 14609, Page 919 et seq., and

WHEREAS, the Woods of Brecksville Condominium Owners' Association, Inc. (the "Association") is a corporation consisting of all Owners in the Woods of Brecksville and as such is the representative of all Owners, and

WHEREAS, Item 19 of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Owners representing no less than 77% of the Association's voting power have executed instruments in writing setting forth specifically the matter to be added (the "Amendment"), and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President that a copy of the Amendment was mailed by certified mail to all unit owners and all 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 Amendment, and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Owners representing 88.75% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 88.75% of the Association's voting power authorizing the Association's officers to execute the Amendment 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 Woods of Brecksville Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for the Woods of Brecksville Condominium is hereby amended by the following:

DELETE DECLARATION Item 17, entitled "Sale, Lease, Rental or Other Disposition." Said deletion to be taken from Pages 21-25 of the Declaration as recorded at Cuyahoga County Records Volume 14609, Page 919 et seq.

INSERT a new DECLARATION Item 17, entitled "Sale of a Unit." Said addition, to be made on Page 21 of the Declaration as recorded at Cuyahoga County Records Volume 14609, Page 919 et seq., is as follows:

17. Sale of a Unit.

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

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment regarding the sale of a Unit. Upon the recording of this amendment, only 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 Woods of Brecksville Condominium Owners' Association, Inc. has caused the execution of this instrument this 30th day of December, 2002.

WOODS OF BRECKSVILLE CONDOMINIUM OWNERS' ASSOCIATION, INC.

By: Herb I Medoff MD, Pres.
DR. HERB MEDOFF, its President

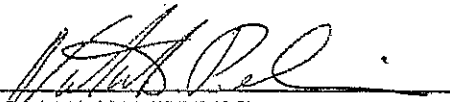
By: Stanley J Rapsley
STAN RARIEY, its Secretary

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS

CUYAHOGA COUNTY RECORDER
200301140021 PAGE 4 of 6

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Woods of Brecksville Condominium Owners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 3 of 6, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Brecksville, Ohio, this 30th day of December, 2002.



NOTARY PUBLIC
*My Commission Expires
Sept. 22, 2003*

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

EXHIBIT A

AFFIDAVIT

CUYAHOGA COUNTY RECORDER
200301140021 PAGE 5 of 8

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

SS

DR. HERB MEDOFF, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Woods of Brecksville Condominium Owners' Association, Inc..
2. As such President, he certifies that copies of the Amendment to the Declaration of Condominium Ownership for the Woods of Brecksville Condominium were mailed by certified mail to all unit owners and all mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.
3. Further affiant sayeth naught.

Herb (Medoff) Pres
DR. HERB MEDOFF President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named DR. HERB MEDOFF 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 Brecksville, Ohio, this 30th day of December, 2002.

Notary Seal
NOTARY PUBLIC

My Commission Expires
Sept. 22, 2003

EXHIBIT B

CERTIFICATION OF SECRETARY

CUYAHOGA COUNTY RECORD
200301140021 PAGE 6 of 6

The undersigned, being the duly elected and qualified Secretary of the Woods of Brecksville Condominium Owners' Association, Inc., 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 of Condominium Ownership for the Woods of Brecksville Condominium.

NONE

Stanley J. Rapiery
STAN RAPIERY, Secretary

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Brecksville, Ohio, this 30th day of December, 2002.

W. H. P. C.
NOTARY PUBLIC
My Commission Expires
Sept. 22, 2003

CUYAHOGA COUNTY RECORDER
PATRICK J. O'MALLEY
DECL 12/02/2004 10:02:40 AM
200412020064

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR THE
WOODS OF BRECKSVILLE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR THE WOODS OF BRECKSVILLE
CONDOMINIUM RECORDED AT VOLUME 14609, PAGE 919 ET SEQ. OF THE
CUYAHOGA COUNTY RECORDS.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE
WOODS OF BRECKSVILLE CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for the Woods of Brecksville Condominium (the "Declaration") and the By-Laws of the Woods of Brecksville Condominium Owners' Association, Inc. (the "Bylaws"), Exhibit B to the Declaration, were recorded at Cuyahoga County Records Volume 14609, Page 919 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 the Woods of Brecksville Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for the Woods of Brecksville Condominium is hereby amended by the Board of Directors as follows:

INSERT a new SECTION C, entitled "Enforcement Assessments," to the end of DECLARATION ITEM 16. Said new addition, to be added on Page 21 of the Declaration, as recorded at Cuyahoga County Records, Volume 14609, Page 919 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 enforcement Assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements (f.k.a. "Common Areas and Facilities").

INSERT a new 2nd PARAGRAPH to the end of DECLARATION ITEM 12, SECTION D, entitled "Lien of Association." Said new addition, to be added on Page 13 of the Declaration, as recorded at Cuyahoga County Records, Volume 14609, Page 919 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.

INSERT a new PARAGRAPH to the end DECLARATION ITEM 3, SECTION B(11), entitled "Rental of Family Units," as amended at Cuyahoga County Records, Volume 96-07079, Page 54 et seq. Said new addition, to be added on Page 5 of the Declaration, as recorded at Cuyahoga County Records, Volume 14609, Page 919 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.

INSERT a new 2ND PARAGRAPH to the end of DECLARATION ITEM 12, SECTION A entitled "General." Said new addition, to be added on Page 12 of the Declaration, as recorded at Cuyahoga County Records, Volume 14609, Page 919 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.

INSERT a new SECTION D, entitled "Suspended Rights," to DECLARATION ITEM 16. Said new addition, to be added on Page 21 of the Declaration, as recorded at Cuyahoga County Records, Volume 14609, Page 919 et seq., is as follows:

D. Suspended Rights. In accordance with Ohio Revised Code Section 5311.081(B)(18), when a Unit Owner is delinquent in the payment of Assessments for more than thirty (30) days, the Board may, by a majority vote, suspend the voting privileges of the owner.

INSERT a new 3RD SENTENCE to BYLAWS ARTICLE VII, SECTION 4, entitled "Special Services." Said new addition, to be added on Page 18 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 14609, Page 919 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.091(A), 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.

INSERT a new DECLARATION ITEM 3(B)(12) entitled "Owner/Resident Information." Said new addition, to be added on Page 5 of the Declaration, as recorded at Cuyahoga County Records, Volume 14609, Page 919 et seq., is as follows:

(12) 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.

INSERT a new SENTENCE to the end of the 1st PARAGRAPH of BYLAWS ARTICLE VI, entitled "Common Profits." Said new addition, to be added on Page 16 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 14609, Page 919 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.

INSERT a new 2nd PARAGRAPH to BYLAWS ARTICLE II, SECTION 4, entitled "Powers and Duties of the Board of Managers" and INSERT new PARAGRAPHS (a), (b), (c), (d), (e) and (f), thereafter. Said new additions to be added on Page 5 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 14609, Page 919 et seq., is as follows:

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:

(a) 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;

(b) 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;

(c) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;

(d) Adopt rules that regulate the use or occupancy of Units, the maintenance, repair, replacement, modification, and appearance of Units, Common Elements, and Limited Common Elements (f.k.a. "Limited Common Areas") when the actions regulated by those rules affect Common Elements or other Units;

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

(f) 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 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 Woods of Brecksville Condominium Owners' Association, Inc. has caused the execution of this instrument this 19th day of NOVEMBER, 2004.

WOODS OF BRECKSVILLE CONDOMINIUM OWNERS' ASSOCIATION, INC.

By: Dr. Herbert I. Medoff
DR. HERBERT I. MEDOFF, its President

By: Stanley J. Rapiery
STANLEY J. RAPIERY, its Secretary

STATE OF OHIO)
)
COUNTY OF Cuyahoga) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Woods of Brecksville Condominium Owners' Association, Inc., by its President and its Secretary, who acknowledged 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 in Brecksville, Ohio, this 19th day of November, 2004.

David W Kaman
NOTARY PUBLIC



DAVID W. KAMAN
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission
Has No Exp. Date
Sec. 147.03 O.R.C.

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