

Confirms to *Sage Hill Top*  
Regulation -  
744035 *Vincent C. Ippano*  
*Zoning Inspector*

5611 PAGE 720

Confirms to R.C. 5311.01 referring  
as to Condominiums.

*Tom S. Schultz*  
Asst Summit Co Recorder  
9/18/74

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

JUNIPER HILL CONDOMINIUM

14824

TRANSCRIBED - NOT NECESSARY WITH	
EXEMPT	\$ 19,202 REV. CODE FEE
County Auditor C. L. BOWER	BY <i>[Signature]</i> County Auditor

This Instrument Prepared by:

Charles F. Ipavec  
Attorney at Law  
738 National City Bank Bldg.  
Cleveland, Ohio 44114

DECLARATION OF CONDOMINIUM  
OWNERSHIP FOR JUNIPER HILL CONDOMINIUM

WHEREAS, The First Federal Savings and Loan Association of Cleveland, Ohio, an association organized under the laws of the United States of America hereinafter called First Federal is the owner in fee simple absolute of the real property described in the annexed Exhibit "A"; and evidenced by Deed recorded in Volume 5537 Page 323 to 326 of Summit County Ohio Records, and

WHEREAS, it is the desire of First Federal to submit the land, together with its improvements as hereinafter described to the provisions of Ohio Revised Code, Chapter 5311, for condominium ownership.

NOW, THEREFORE, First Federal hereby declares:

1. LEGAL DESCRIPTION OF THE LAND AND DEFINITIONS

A. LEGAL DESCRIPTION

Legal description is attached hereto, incorporated herein and noted as "Appendix A".

B. DEFINITIONS

All terms used in this Declaration shall be defined in accordance with the Statutory definitions appearing in Chapter 5311.01 et seq. of the Ohio Revised Code.

2. NAME

The Condominium Property subject to this Declaration shall be known as the JUNIPER HILL CONDOMINIUM.

3. GENERAL PURPOSES AND DESCRIPTION

A. The purposes of the condominium property are to provide residences for the Unit Owners and their families, guests and tenants, subject to the restrictions contained in the Declaration of Covenants and Restrictions executed by Greenwood Village, Inc. and Greenwood Village Community Association dated

March 6, 1970, recorded in Document No. 567093 of Summit County Miscellaneous Documents and Zoning Ordinances and other restrictions of record.

B. The condominium property has a total of five (5) residential buildings with attached garages and two (2) detached garage buildings as follows:

(1) Building 11 is generally a three (3) story garden-type basementless apartment building except for one (1) two-story townhouse. Building 11 has thirty-one (31) units consisting of thirty (30) apartment flats and one (1) townhouse. There are attached garages at each end of the building, one having spaces for thirteen (13) cars and the other having spaces for seventeen (17) cars, each attached garage also has one trash room. Each ground floor unit has a patio and all upper floor units have separate porches.

(2) Building 12 is generally a three (3) story garden-type basementless apartment building consisting of thirty (30) apartment flats and two (2) townhouses. There are attached garages at each end of the "L" shaped building, one having spaces for eight (8) cars plus a trash room, the other having spaces for fourteen (14) cars. Each ground floor unit has a patio and all upper floor units have separate porches.

(3) Building 13 is generally a three (3) story garden-type basementless apartment building having twelve (12) apartment flats and a garage attached at one side with spaces for ten (10) cars, plus a trash room. Each ground floor unit has a patio and all upper floor units have separate porches.

(4) Building 14 is generally a three (3) story garden-type basementless apartment building except for four (4) two (2) story townhouses. In addition to the townhouses, it has twelve (12) apartment flats, making a total of sixteen (16) units. At each end of the building is an attached garage, one having spaces for twelve (12) cars plus a trash room, the other having spaces for eight (8) cars. Each ground floor unit has a patio and all upper floor units have porches.

(5) Building 15 is generally a three (3) story basementless garden-type

apartment building having twelve (12) apartment flats and a garage attached at one end with spaces for seven (7) cars plus a trash room. Each ground floor unit has a patio and all upper floor units have separate porches.

(6) Building 7-G is a separate garage building having spaces for four (4) cars.

(7) Building 4-G is a separate garage building having spaces for ten (10) cars.

The buildings are constructed primarily of concrete block, wood and steel.

C. Each of the One Hundred Three (103) units shall constitute a separate freehold estate. The location, with the exact layout and dimensions, of each unit and showing the various rooms in each unit, the immediate common area and the limited common area to which each unit has access together with all other data for the proper identification of each unit are shown on the drawings incorporated herein, marked Exhibit "B".

All of the areas designated on the drawings (Exhibit "B") as garages are limited common area. The Juniper Hill Condominium Unit Owners Association shall have the exclusive authority to assign such garage spaces, in a fair and equitable manner.

D. The common area and facilities and limited common areas of the property are as defined in Section 5311.01 (B) of the Ohio Revised Code and are shown in the drawings attached hereto and incorporated herein. (Exhibit "B").

The percentage of interest in the common areas and facilities of each unit is as follows:

<u>Building Number</u>	<u>Unit Number</u>	<u>Percentage of Interest</u>
Building No. 11 (known as 1105 Canyon View Road)	101	.794%
	102	.793%
	103	.794%
	104	1.048%
	105	.794%
	106	1.048%

<u>Building Number</u>	<u>Unit Number</u>	<u>Percentage of Interest</u>
Building No. 11 cont'd	201	1.048%
	202	.793%
	203	1.048%
	204	1.048%
	205	1.048%
	206	1.048%
	301	1.048%
	302	.793%
	303	1.048%
	304	1.048%
	305	1.048%
	306	1.048%
	401	1.367%
	501	1.048%
	502	.793%
	503	1.048%
	504	1.048%
	505	1.048%
	506	1.048%
	601	.794%
	602	.793%
	603	.794%
	604	1.048%
	605	.794%
	606	1.048%
	Building No. 12 (known as 1115 Canyon View Road)	101
102		.793%
103		1.048%
104		1.048%
105		1.048%
106		1.048%
201		1.367%
202		1.367%
301		1.048%
392		.793%
303		1.048%
304		1.048%
305		1.048%
306		1.048%
401		.794%
402		.793%
403		.794%
404		1.048%
405		.794%
406		1.048%
501	.794%	
502	.793%	
503	.794%	
504	1.048%	
505	.794%	
506	1.048%	

<u>Building Number</u>	<u>Unit Number</u>	<u>Percentage of Interest</u>
Building No. 12 cont'd	601	1.048%
	602	.793%
	603	1.048%
	604	1.048%
	605	1.048%
	606	1.048%
Building No. 13 (known as 1125 Canyon View Road)	101	.794%
	102	.793%
	103	.794%
	104	1.048%
	105	.794%
	106	1.048%
	201	.794%
	202	.793%
	203	.794%
	204	1.048%
	205	.794%
206	1.048%	
Building No. 14 (known as 1135 Canyon View Road)	101	1.367%
	102	1.367%
	201	1.367%
	202	1.367%
	301	.794%
	302	.793%
	303	.794%
	304	1.048%
	305	.794%
	306	1.048%
	401	.794%
	402	.793%
	403	.794%
	404	1.048%
	405	.793%
	406	1.048%
Building No. 15 (known as 1145 Canyon View Road)	101	1.048%
	102	.793%
	103	1.048%
	104	1.048%
	105	1.048%
	106	1.048%
	201	.793%
	202	1.048%
	203	1.048%
	204	1.048%
	205	1.048%
206	1.048%	

E. Each of the units shall consist of all of the space bounded by the interior surfaces of the perimeter walls, floors and ceilings of the said unit

projected, if necessary, by reason of structural divisions such as interior walls, and other partitions to constitute a complete enclosure of space provided that whenever such undecorated surfaces consist of plaster or plasterboard or floor or of such plaster, plasterboard or floor contiguous to such surfaces, shall be included within the unit except, however, the space provided thereby lying outside of the perimeters of the unit. The exact layout and dimensions of such units are shown on the annexed "Exhibit B" incorporated herein and include, without limitation, the following:

- (1) The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and any other finishing material applied to floors, ceilings and interior and perimeter walls;
- (2) All windows, screens and doors, including the frames, sashes and jams, and the space occupied thereby;
- (3) All fixtures located within the bounds of a unit, installed in and for the exclusive use of said unit commencing at the point of disconnection from the structural body of the apartment building and from utility pipes, lines or systems serving the entire building or more than one unit thereof;
- (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 occupies 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;
- (6) All plumbing, electric, heating, cooling, and other utility or service lines, pipes, wires, ducts or conduits which serve either the unit or the fixtures located therein, and which are located within the bounds of the 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.

4. RESTRICTIONS UPON USE OR USES OF UNITS

- A. All units shall be restricted to single family residential use and occupancy only;
- B. There shall be no commercial facilities of any type in the Condominium save and except leased laundry equipment which shall not be considered a commercial facility;
- C. No place of business or place for the practice of any profession shall be conducted or permitted in any unit or in any common area within the Condominium;
- D. No owner may use a portion of his unit for office of studio or for any activity that shall interfere with the quiet enjoyment or comfort of any other owner or occupant;
- E. There shall be no obstruction of the common areas and facilities nor shall any item be stored in any such area without the prior consent of the Association hereafter designated or as otherwise provided herein;
- F. Each unit owner shall be obligated to maintain and repair his own unit; and to keep the assigned garage space neat and clean.
- G. No unit or common area or facility shall be used in a manner which will increase the rate of insurance upon the building or any contents thereof without the express prior written consent of the Association;
- H. No owner shall permit any activity or keep any substance or maintain any condition within his unit or in any common area or facility which will cause cancellation of the insurance upon the building or contents thereof;
- I. No owner or occupant shall commit waste upon the common areas nor commit any act incident to ownership which will be in violation of any applicable law, ordinance or regulation of any governmental body;
- J. No owner shall cause or permit anything to be hung or displayed either inside or outside of the windows or to be placed upon outside walls of the building including but not limited to signs, awnings, canopies, shutters, radio or TV antenna without the prior written consent of the Association.
- K. No animals of any type shall be raised, bred or kept in any unit or in any common area or facility except that dogs, cats and other animals owned commonly as household pets may be kept in units subject, however, to the strict adherence of rules and regulations adopted by the Association. The Association shall have the further right, however, to ban the keeping of dogs, cats and other household pets within the units; common areas and facilities. Under no circumstances shall animals be kept, bred or maintained in any unit, common area or facility for commercial



purposes. Any pet maintained upon the premises without the knowledge and consent of the Association may be ordered removed if the Association believes that such pet or animal is causing or creating an unreasonable disturbance and, under such circumstances, the pet shall be removed upon ten (10) days written notice from the Board of Managers of the Association;

- L. No activity shall be carried on or permitted in any unit or any other area of the Condominium that shall either by wilfulness or negligence interfere with the quiet enjoyment of any other owner or occupant of the Condominium;
- M. Nothing shall be done in any unit or in, on or to the common areas or facilities which will in any way impair the structural integrity of the building or which would structurally change the building;
- N. No laundry or any other articles shall be hung or exposed on the outside of any common area or facility. All units, common areas and facilities shall be always kept free of rubbish, debris and other unsightly materials.
- O. There shall be no playing, lounging or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or other chairs on any part of the common areas and facilities except in accordance with the rules and regulations adopted by the Association;
- P. No industry, business, trade, occupancy or profession of any kind, commercial, religious, educational or otherwise designated for profit, not for profit 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 advertisements be maintained or permitted on any part of the Condominium Property. The Association or its representatives shall have the right, however, to place a "For Sale" or "For Rent" sign, on any unit in the Condominium Property for purposes of facilitating the disposal of any unit by any owner, mortgagee or the Association;
- Q. Nothing shall be altered or constructed in, on, upon or removed from any common area or facility except as herein provided or upon the written consent of the Association;
- R. No unit shall be rented by any owner thereof for transient or hotel purposes which are defined as follows:
  - (1) Rental for a period of less than thirty (30) days;
  - (2) Rental to an occupant which includes a provision for customary hotel services, room service, maid service and the furnishing of laundry services;
- S. All unit owners shall be members of the Juniper Hill Condominium, Unit Owners' Association and shall be bound by the By-laws, rules, regulations and amendments thereto all as appearing hereafter.

5. COMMON AND LIMITED AREAS AND FACILITIES

A. Common Areas and Facilities

The entire land and improvements thereon not included within the unit shall be designated common areas and facilities. The percentage of ownership of the common areas and facilities attributable to the ownership in each unit together with the percentage of interest in the Association for voting purposes and for the division of common profits and expenses is as set out in this Declaration. The respective undivided interests established and conveyed with the respective units as set out herein shall not be changed, altered or amended (except as provided in this entire Declaration) and First Federal, its successors and assigns and its Grantees, their heirs, successors, assigns and personal representatives, covenant and agree that no undivided percentage of interest in common areas and facilities and fee title to the respective units shall either be separated, separately conveyed, encumbered or inherited. Each of the undivided interests shall be deemed to be conveyed or encumbered only in conjunction with its respective unit although the description in an instrument of conveyance or encumbrance may inadvertently only refer to title in the unit.

B. The following shall be included within the common areas and facilities and are further determined to be Limited Common Areas and facilities designated as being reserved for the exclusive use of the unit:

- (1) Parking space for one car, within a garage building, as assigned to the unit by the Association;
- (2) Storage space, if any, as assigned to the unit by the Association.

C. All other common areas and facilities are as defined in Ohio Revised Code Chapter 5311.

6. EASEMENTS AND RIGHTS

A. Each unit owner is granted a non-exclusive easement for the use, enjoyment and benefit of the common areas and facilities. Notwithstanding this,

however, the rights which shall vest in the unit owners pursuant to any of the provisions of this Declaration shall be subject to the following:

- (1) The right of the Association to borrow money for the purpose of improving common facilities and, in aid thereof, to mortgage said property subject always to the rights of the unit owners for ingress and egress;
- (2) The right of the Association to take such steps as are necessary to protect the common areas against foreclosure;
- (3) The right of the Association to suspend the privilege of any unit owner for any period during which an assessment remains unpaid;
- (4) The right of the Association to assign parking spaces to unit owners;
- (5) The right of the Association to create special limited common areas for use of unit owners within any one building.

7. ASSESSMENTS AND LIEN OF ASSOCIATION

A. Assessments for maintenance, repair and insurance of common areas and for insurance of the family units together with payment of common expenses shall be made in the manner provided herein and in the By-laws. Income received from leased equipment such as washers and dryers or telephones, shall always be used first to defray assessments.

B. Proportionate shares of the Owners of the respective units in the common profits and common expenses derived from the operation of the Condominium unit and shall be in accord with the percentages of the common areas and facilities as set out herein. No owner of a unit may exempt himself from liability for contribution toward common expenses by waiver or failure to use common areas or by abandonment of his family unit.

C. 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 payment of that portion of the common expenses

chargeable against such unit. Upon such failure of payment which remains unpaid for thirty (30) days after the same has become due and payable, a Certificate thereof subscribed by the President of the Association may be filed with the Recorder of Summit County, Ohio, pursuant to authorization given by the Board of Managers of the Association. Such Certificate of Lien shall constitute a description of the unit, the record title holders thereof and the amount of the unpaid portion of the common expenses that are due and shall remain valid for a period of five (5) years from the date of filing unless sooner released or satisfied in the manner provided by law. In addition, the owner of any unit and the occupant thereof shall be personally liable for such expenses chargeable for the period of ownership or occupancy.

D. The lien above provided for shall take priority over any lien subsequently arising or created excepting liens for real estate taxes and assessments and valid liens of mortgagees therefore filed for record. A lien so filed may be foreclosed in the manner as is provided for in the foreclosure of mortgages on real property in which case the party plaintiff shall be the Association. During such foreclosure action, it is determined to be instituted, the owner of the unit affected thereby shall pay reasonable rental to the Association for such unit during the pendency of the action and the Association in such action shall be entitled to have a receiver appointed by the Court to collect same. Should such foreclosure action proceed to sale, the Association shall be entitled to become a purchaser thereof.

E. In the event a mortgagee of record or other purchaser of a unit acquiring title as a result of the foreclosure of the first mortgage, such person, real or artificial, its successors, assigns and personal representatives, shall not be held liable for the share of the common expenses or other assessments by the Association chargeable to the unit which accrued and became due prior to the acquisition of title to the family unit by the purchaser under those circumstances. The unpaid share of the common expenses or assessments shall

be then determined to be common expenses collectible from all of the family units including that of the purchaser or acquirer, his successors, assigns, and personal representatives.

8. HAZARD INSURANCE

A. 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 all loss or damage by fire, lightning and such other perils as are included within the terms "extended coverage", vandalism and malicious mischief in an amount of not less than ninety percent (90%) of the replacement value thereof. The insurance shall be written in the name of the Association, as Trustee if necessary, for each of the unit owners in accord with the percentages of ownership in the common areas and facilities as set out herein. The policy of insurance shall provide for built-in or installed fixtures and equipment in an amount of not less than eighty percent (80%) of the replacement value thereof. The policy shall further name all mortgagees in the loss payable clause as being the party to whom losses shall be made payable.

The insurance by the Association shall be without prejudice to the right of the owner of a unit to obtain an individual policy to cover the contents or chattel property but no unit owner may purchase individual policies of insurance on his unit or interest in the common areas as real property unless the Association shall be named as an insured of the policy and be advised thereof.

The 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 one of them for any loss occurring to the insured property resulting from any of the perils insured against under such policy.

B. In the event the improvements forming 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 the policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay

the cost of repair, restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds thereof shall be applied by the Association therefor; provided, however, in the event, within thirty (30) days after such damage or destruction, the unit owners (if they be entitled to do so pursuant to Section D of this Item 9) shall elect to sell the Condominium property or to withdraw the same from the provisions of this Declaration then such repair, restoration and reconstructions shall not be undertaken.

C. In the event the improvements forming part of the Condominium Property or any portion thereof shall suffer damage or destruction from a cause or peril which is not insured against or, in the event that the proceeds of insurance shall not be sufficient to pay costs of repair, restoration or reconstructions then, unless the unit owners shall within ninety (90) days after such damage or destruction elect to withdraw the property from the provisions of this Declaration, such repair, restoration or reconstruction of the 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 for all such family units. Under those circumstances, the 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 of the owners of the family units in the same proportion in which they shall own the common areas and facilities. Should any family unit owner refuse or fail to pay his share of the cost in excess of the available insurance proceeds after reasonable notice to do so has been made, the amount thereof may be advanced by the Association and the amount so advanced shall be assessed to the owner and against the unit and shall have the same force and effect, if not paid, and may be enforced in the same manner as provided previously for the non-payment of any other assessment.

To determine the share of each unit owner of the cost in excess of the

Insurance proceeds available, the following principles shall govern:

- (1) The cost of repair, restoration or reconstruction of all uninsured and underinsured (to the extent of such under-insurance) damage or destruction to family units shall be borne by the family unit owners thereof.
- (2) The cost of repair, restoration, or reconstruction of all uninsured or underinsured (to the extent of such under-insurance) damage or destruction of the common areas shall be borne by the unit owners in proportion to their respective percentages of the interest in common areas and facilities.
- (3) -All insured damaged or destroyed portions of the Condominium property shall be deemed underinsured in the same proportions.

The term "uninsured 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.

D. In the event of substantial damage or destruction of more than fifty percent (50%) of the family units, the unit owners by affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power may elect not to repair or restore the damage or destruction. Upon such election, all of the Condominium property 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 or a sale of the Condominium Property after such election by agreement of all the family unit owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction shall be considered as but 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 unit owner shall receive any portion of his share of the proceeds until all liens and encumbrances on his unit shall have been paid, released or discharged.

9. LIABILITY INSURANCE

The Association, as a common expense, shall insure itself, the Board

of Managers, all 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 shall be in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00) with respect to bodily injury, disease, illness or death suffered by any one person and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one occurrence and to a limit of not less than One Hundred Thousand Dollars (\$100,000.00) with respect to damage to or destruction of property arising out of any one accident. The policy shall not insure against liability for personal injury or property damage arising out of or related to the individual family units.

10. UNIT OWNERS' ASSOCIATION

Each Unit Owner shall automatically become a member of the Unit Owners Association which shall be established for the administration of the condominium property. Membership in such Association shall always be limited to owners of units. Such Association shall be a corporation not for profit. The Articles of Incorporation of the Unit Owners Association, called JUNIPER HILL CONDOMINIUM UNIT OWNERS ASSOCIATION, are attached as Exhibit "C" and made a part hereof and the By-Laws of the corporation are attached hereto as Exhibit "D" and made a part hereof. The Trustees of the Unit Owners Association need not be members thereof. Corporate or Partnership Unit Owners may designate a natural person for each unit owned who shall be eligible to serve on the Board of Managers.

11. STATUTORY AGENT

The name of the person designated to receive service of process for the Unit Owners Association is John R. Quine, 611 West Market Street, Akron, Ohio 44303.

Vol 5611 Page 735



12. AMENDMENT OF DECLARATION BY BY-LAWS

A. This Declaration may, from time to time, be amended by affirmative vote of not less than seventy-five percent (75%) of the full voting power of the unit owners in terms of such unit owner's percentage of interest in the common areas and facilities as defined in Chapter 5311 of the Ohio Revised Code. All amendments shall be executed with the same formalities as appear in this instrument and must refer to the Volume and Page in which this instrument and its attached Exhibits are recorded. Such amendment shall further contain an affidavit by the President of the Association that a copy thereof has by certified mail been forwarded to all mortgagees and bona fide lienholders of record against any unit ownership. The amendment shall have no effect upon a valid first mortgage until written consent to such amendment of such mortgagee has been filed. All consents of mortgagees shall at all times be retained by the person designated as Secretary of the Association and the certification in the instrument of amendment as to the names of consenting or non-consenting mortgagees of various units shall be sufficient for reliance by the general public. If less than all mortgagees consent to the Amendment to this Declaration and/or By-laws then the said amendment or modification shall be valid nevertheless as between the unit owners provided, however, that the rights of a non-consenting mortgagee shall not in any way be affected thereby. No amendment or modification to either this Declaration or the By-laws shall be in conflict with the provisions of Chapter 5311 of the Ohio Revised Code, nor may any amendment or modification be made to the percentage interest of each unit set forth in this instrument without prior unanimous approval of all unit owners and their respective mortgagees.

B. In consideration of the foregoing submission to Condominium ownership, the Unit Owners Association as may be hereafter formed and each mortgagee and each unit owner does for himself, his or its heirs, executors, administrators, successors and assigns, irrevocably appoint the then President

of the Declarant or unit owners association, as the case may be, as attorney-in-fact by special power of attorney to be executed concurrent with the transfer of any unit from the Declarant to the unit owner. Further and for like consideration, the foregoing do authorize and approve any Amended Declaration, its exhibits, appendices or By-laws of the Association as may be necessitated by errors of omission or commission or by changed circumstances which are not foreseen herein or throughout this entire document and that each of the foregoing does authorize such amendment, including the change by diminution or expansion of interest in common areas and facilities or in limited common areas and facilities. Each mortgagee, unit owners Association and/or each unit owner shall, if required, take such further action and execute such further documents in the form of special power of attorney, consents or any other documents as may be required, desirable or necessary to effect any amendment or modification. All mortgagees, the unit owner Association and each unit shall approve, cause to be voted or vote in favor of and adopt such amendment if so requested by the Declarant. The special power of attorney aforesaid, if requested, shall be by separate instrument executed by each unit owner prior to transfer of title.

IN WITNESS WHEREOF, The First Federal Savings and Loan Association of Cleveland Ohio, by its duly authorized officers, the owner in fee simple absolute of the land and appurtenances herein described, have caused the execution of this instrument by Charles J. Koch, its President, and Charles J. Benes, its Secretary and Treasurer, this 5<sup>th</sup> day of SEPT., 1974

SIGNED IN THE PRESENCE OF:

W. H. Berka

W. H. Berka

THE FIRST FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF CLEVELAND

By Charles J. Koch  
Charles J. Koch, President

By Charles J. Benes  
Charles J. Benes, Secretary  
and Treasurer

Vol 5611 Page 733

STATE OF OHIO )  
 ) SS:  
CUYAHOGA COUNTY )

Before me a Notary Public in and for said county and State, personally appeared the above named First Federal Savings and Loan Association of Cleveland by Charles J. Koch, its President, and Charles J. Benes, its Secretary & Treasurer, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of the corporation and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal at Cleveland, Ohio this 5<sup>th</sup> day of SEPT, 1974.

*Norman C. Mares*

Notary Public  
NORMAN C. MARES, Notary Public  
My Commission Expires May 16 1977

This Instrument prepared by:

Charles F. Ipavec  
Attorney at Law  
738 National City Bank Building  
Cleveland, Ohio 44114

EXHIBIT A  
LEGAL DESCRIPTION  
OF  
JUNIPER HILL CONDOMINIUM

Situated in the Township of Sagamore Hills, County of Summit, State of Ohio and known as being part of Original Northfield Township Lots Nos. 86 and 87 and more fully described as follows:

Commencing at a point at the Northwesternly terminus of the center-line of Canyon View Road, 50 feet wide, as shown by Greenwood Village Inc.'s Subdivision No. 1 of Greenwood of Sagamore Hills as shown by plat recorded in plat book 74, pages 64 to 69 inclusive, Summit County Plat. Records;

Thence along the Northerly line of said Subdivision No. 1, North  $77^{\circ} 49' 06''$  East, 25.29 feet to the Easterly line of said Canyon View Road and the principal place of beginning for the parcel of land herein described;

Thence along the Easterly line of said Canyon View Road and along the arc of a curve to the right, said curve having a radius of 508.32 feet, a delta of  $0^{\circ} 25' 20''$  and a chord which bears North  $20^{\circ} 50' 15''$  West and measures 3.75 feet a distance of 3.75 feet to a point of compound curvature;

Thence continuing along the Easterly line of Canyon View Road and along the arc of a curve to the right said curve having a radius of 248.37 feet, a delta of  $18^{\circ} 18' 35''$  and a chord which bears North  $11^{\circ} 32' 13''$  West and measures 79.03 feet, a distance of 79.37 feet to a point of tangency;

Thence continuing along said Easterly line, North  $2^{\circ} 22' 55''$  West, 150.00 feet to a point of curvature;

Thence continuing along said Easterly line and along the arc of a curve to the left, said curve having a radius of 461.51 feet, a delta of  $28^{\circ} 53' 00''$  and a chord which bears North  $16^{\circ} 49' 25''$  West and measures 230.20 feet, a distance of 232.65 feet to a point;

Thence North  $74^{\circ} 34' 25''$  East, 20.31 feet to a point;

Thence North  $2^{\circ} 22' 55''$  West, 101.59 feet to a point;

Thence due West, 15.17 feet to a point;

Thence due North, 148.08 feet to a point;

Thence due East, 112.83 feet to a point;

Thence due South, 19.08 feet to a point;

Thence due East, 108.50 feet to a point;

Thence South  $45^{\circ} 25' 12''$  East, 248.36 feet to a point;

Thence due East, 129.59 feet to a point;

Thence due South, 123.00 feet to a point;

Thence due East, 105.00 feet to a point;

Thence due South 20.00 feet to a point;

Thence due West, 15.00 feet to a point;

Thence due South 44.00 feet to a point;

Thence due West, 43.50 feet to a point;

Thence due South 53.00 feet to a point;

Thence due West 49.00 feet to a point;

Thence due South 224.55 feet to a point on the Northerly line of Block "B" in Greenwood Village, Inc.'s Subdivision No. 2-A of Greenwood of Sagamore Hills as shown by plat recorded in plat book 76, pages 58-62, Summit County Plat Records;

Thence along the Northerly line of said Block "B", South  $82^{\circ} 13' 02''$  West, 193.00 feet to the Northerly line of Greenwood Village, Inc.'s Subdivision No. 1, as aforesaid;

Thence North  $78^{\circ} 36' 13''$  West, 75.00 feet to a point;

Thence South  $77^{\circ} 49' 06''$  West, 174.71 feet to the principal place of beginning and containing 6.7595 acres of land, be the same, more or less, but subject to all legal highways and easements of record.

*Steven V. Ciuni*

STEVEN V. CIUNI

Registered Ohio Surveyor No. 5284

Vol 5811 PAGE 742

EXHIBIT B  
PLANS AND SPECIFICATIONS  
FOR  
JUNIPER HILL CONDOMINIUM

SEE DRAWINGS RECORDED IN

Volume \_\_\_\_\_, Pages \_\_\_\_\_  
Condominium Maps, Summit County  
Records

paragraph do not apply to and shall not preclude claims for property damage and personal injury by unit owners against the Board or any other insured under the liability insurance required by the Condominium Declaration and By-Laws. The provisions of this paragraph apply to both current and former Board members, officers, agents, or employees for actions within the scope of their official duties.

\* \* \*

IN WITNESS WHEREOF, the said Juniper Hill Condominium Unit Owners' Association hereby adopts the foregoing Amendment by its President, this 30<sup>th</sup> day of September, 1982.

Signed and acknowledged  
in the presence of:

JUNIPER HILL CONDOMINIUM  
UNIT OWNERS' ASSOCIATION

Nancy-Jane Wargo

Karen E. Kraynak

By: C. E. Hugus, D.O.  
Charles E. Hugus, D.O.  
President

STATE OF OHIO )  
                  ) SS  
COUNTY OF SUMMIT )

Before me, a notary public, in and for said County, personally appeared the above-named JUNIPER HILL CONDOMINIUM UNIT OWNERS' ASSOCIATION, by Charles E. Hugus, D.O., its President, who acknowledged that he did sign the foregoing instrument as an Amendment to its Bylaws, and that the same is his free act and deed personally, and as said officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Sagamore Hills, Ohio, this 30<sup>th</sup> day of September, 1982.

Karen E. Kraynak

NOTARY PUBLIC

KAREN E. KRAYNAK  
Notary Public, Summit County, Ohio  
My Commission Expires July 26, 1987

N.B. This Amendment to the Bylaws becomes effective at the instant of its recordation in the Records of the Summit County Recorder.



**PER HILL CONDOMINIUM UNIT OWNERS ASSOC. INC.**  
**C/O Kare Condominium Management Company, Inc.**  
**P.O. Box 1714 Stow, OH 44224-0714**  
**Akron (330) 650-4318 Cleveland (330) 656-3441 Fax (330) 655-8957**

**DECLARATION AMENDMENTS**

vol5611page719 through vol5611page742

9 <sup>th</sup>	295746	4/27/1986	Responsibility Patios & Balconies
10 <sup>th</sup>	295745	11/4/1986	No Lease Amendment
11 <sup>th</sup>	OR 936- 140	4/15/1992	Cost of Collection & Cost of Enforcement
12 <sup>th</sup>	54953462	10/2/2003	Limit number of dogs
13 <sup>th</sup>	54983941	10/2/2003	Sexual Predator & Notices and demands
14 <sup>t</sup>	55158198	3/2/2005	HB 135 amendments

**BYLAWS**

vol5611page743 through vol5611page755.

9/30/1982

vol6666 page185/186 Indemnify and Hold Harmless Board, Officers, Employees and Agents  
vol6666page 190/191, Board Member may be removed with 60% vote at a duly called meeting.  
vol6666page 195/196, Over \$5,000.00 on a Capital Improvements must have 60% vote.  
vol6666page 200/201, Meetings  
vol6666page 205/206 Prior Recorded versions of this article VOID  
vol6666page 210/211 Amending Rules & Regulations.  
vol6666page 215/216 Amend by-laws with 60% vote of approval.  
Vol6666page 220/221 Meet in such place within Summit County

# AMENDMENTS

AMENDMENT TO BYLAWS  
OF  
JUNIPER HILL CONDOMINIUM  
UNIT OWNERS' ASSOCIATION

In accordance with all applicable provisions of Chapter 5311 Ohio Revised Code, and pursuant to the authority set forth in Article XVI Section 1 of the Bylaws of Juniper Hill Condominium Unit Owners' Association, which Bylaws are recorded as part of Document Number 744035 and recorded in Volume 5611, Pages 710 to 755 inclusive of the Records of the Summit County Recorders' Office, by and through its President, Charles E. Hugus, D. O., and by affirmative vote of a majority of unit owners and the consent of certain mortgagees according to law, hereby amends Article VII, Section 3 of its Bylaws in the following respect:

ARTICLE VII SECTION 3 SHALL BE AS FOLLOWS, AND ALL PRIOR RECORDED VERSIONS OF THIS ARTICLE AND SECTION SHALL BE VOID AND OF NO FORCE OR EFFECT....

Board of Managers. The Board of Managers shall meet at such place or places within Summit County, Ohio, but not elsewhere, as the Board of Managers from time to time shall determine. The Board of Directors shall meet, however, not less than four (4) times a year. Meetings of the Board of Managers may be conducted by means of communications equipment pursuant to Ohio Revised Code Section 1701.61.

\* \* \*

IN WITNESS WHEREOF, the said Juniper Hill Condominium Unit Owners' Association hereby adopts the foregoing Amendment by its President, this 30<sup>th</sup> day of September, 1982.

Signed and acknowledged  
in the presence of:

JUNIPER HILL CONDOMINIUM  
UNIT OWNERS' ASSOCIATION

Nancy Anne Wargo  
Karen E. Kraynak

By: Charles E. Hugus  
Charles E. Hugus, D. O.  
President

220

AMENDMENT TO BYLAWS  
OF  
JUNIPER HILL CONDOMINIUM  
UNIT OWNERS' ASSOCIATION

In accordance with all applicable provisions of Chapter 5311 Ohio Revised Code, and pursuant to the authority set forth in Article XVI Section 1 of the Bylaws of Juniper Hill Condominium Unit Owners' Association, which Bylaws are recorded as part of Document number 744035 and recorded in Volume 5611 Pages 710 to 755 inclusive of the Records of the Summit County Recorder's Office, Juniper Hill Condominium Unit Owners' Association, by and through its President, Charles E. Hugus, D.O., and by affirmative vote of a majority of unit owners and the consent of certain mortgagees according to law, hereby amends Article XVI Section 1 of its Bylaws in the following respect:

ARTICLE XVI, SECTION 1 SHALL BE AS FOLLOWS,  
AND ALL PRIOR RECORDED VERSIONS OF THIS ARTICLE  
AND SECTIONS SHALL BE VOID AND OF NO FORCE OR  
EFFECT...

Amendment. 1. These By-laws may be amended from time to time at an annual or special meeting of the Unit Owners' Association by an affirmative vote of not less than sixty percent (60%) of the unit owner's percentage of interest in the common areas and facilities.

\* \* \*

IN WITNESS WHEREOF, the said Juniper Hill Condominium Unit Owners' Association hereby adopts the foregoing Amendment by its President, this 30<sup>th</sup> day of September, 1982.

Signed and acknowledged  
in the presence of:

JUNIPER HILL CONDOMINIUM  
UNIT OWNERS' ASSOCIATION

Nancy-Anne Wargo  
Karen E. Lynam

By: Charles E. Hugus D.O.  
Charles E. Hugus, D.O.  
President

AMENDMENT TO BYLAWS  
OF  
JUNIPER HILL CONDOMINIUM  
UNIT OWNERS' ASSOCIATION

In accordance with all applicable provisions of Chapter 5311 Ohio Revised Code, and pursuant to the authority set forth in Article XVI Section 1 of the Bylaws of Juniper Hill Condominium Unit Owners' Association, which Bylaws are recorded as part of Document number 744035 and recorded in Volume 5611 Pages 710 to 755 inclusive of the Records of the Summit County Recorder's Office, Juniper Hill Condominium Unit Owners' Association, by and through its President, Charles E. Hugus, D.O., and by affirmative vote of a majority of unit owners and the consent of certain mortgagees according to law, hereby amends Article VIII Section 2 of its Bylaws in the following respect:

ARTICLE VIII, SECTION 2 SHALL BE AS FOLLOWS,  
AND ALL PRIOR RECORDED VERSIONS OF THIS ARTICLE  
AND SECTION SHALL BE VOID AND OF NO FORCE OR  
EFFECT...

Administrative Rules and Regulations.

2. Such rules and regulations may be amended from time to time by a majority vote of the members of the Board of Managers or by a vote of at least sixty percent (60%) of the voting power of the unit owners Association at the annual meeting or at a special meeting of the same.

\* \* \*

IN WITNESS WHEREOF, the said Juniper Hill Condominium Unit Owners' Association hereby adopts the foregoing Amendment by its President, this 30<sup>th</sup> day of September, 1982.

Signed and acknowledged  
in the presence of:

JUNIPER HILL CONDOMINIUM  
UNIT OWNERS' ASSOCIATION

Nancy Anne Wargo

Karen E. Hayrak

By: Charles E. Hugus, D.O.  
Charles E. Hugus, D.O.  
President

210

AMENDMENT TO BYLAWS  
OF  
JUNIPER HILL CONDOMINIUM  
UNIT OWNERS' ASSOCIATION

In accordance with all applicable provisions of Chapter 5311 Ohio Revised Code, and pursuant to the authority set forth in Article XVI Section 1 of the Bylaws of Juniper Hill Condominium Unit Owners' Association, which Bylaws are recorded as part of Document number 744035 and recorded in Volume 5611 Pages 710 to 755 inclusive of the Records of the Summit County Recorder's Office, Juniper Hill Condominium Unit Owners' Association, by and through its President, Charles E. Hugus, D.O., and by affirmative vote of a majority of unit owners and the consent of certain mortgagees according to law, hereby amends Article XVI Section 3 of its Bylaws in the following respect:

ARTICLE XVI, SECTION 3 SHALL BE AS FOLLOWS,  
AND ALL PRIOR RECORDED VERSIONS OF THIS ARTICLE  
AND SECTION SHALL BE VOID AND OF NO FORCE OR  
EFFECT...

Amendment 3. Any amendments enacted under this provision shall be filed for record with the Recorder of Summit County, Ohio. Also such Amendments shall be signed by a majority of the Board of Managers after enactment and shall be accompanied by a Affidavit by the President of the Association which certified that all requirements of the By-Laws and Declarations have been complied with in the enactment of the Amendment.

\* \* \*

IN WITNESS WHEREOF, the said Juniper Hill Condominium Unit Owners' Association hereby adopts the foregoing Amendment by its President, this 30th day of September, 1982.

Signed and acknowledged  
in the presence of:

Nancy Anne Wargo  
Karen E. Kravak

JUNIPER HILL CONDOMINIUM  
UNIT OWNERS' ASSOCIATION

By: Charles E. Hugus, D.O.  
Charles E. Hugus, D.O.  
President

AMENDMENT TO BYLAWS  
OF  
JUNIPER HILL CONDOMINIUM  
UNIT OWNERS' ASSOCIATION

In accordance with all applicable provisions of Chapter 5311 Ohio Revised Code, and pursuant to the authority set forth in Article XVI Section 1 of the Bylaws of Juniper Hill Condominium Unit Owners' Association, which Bylaws are recorded as part of Document number 744035 and recorded in Volume 5611 Pages 710 to 755 inclusive of the Records of the Summit County Recorder's Office, Juniper Hill Condominium Unit Owners' Association, by and through its President, Charles E. Hugus, D.O., and by affirmative vote of a majority of unit owners and the consent of certain mortgagees according to law, hereby amends Article V Section 9 of its Bylaws in the following respect:

ARTICLE V, SECTION 9 SHALL BE AS FOLLOWS,  
AND ALL PRIOR RECORDED VERSIONS OF THIS ARTICLE  
AND SECTION SHALL BE VOID AND OF NO FORCE OR  
EFFECT...

Board of Managers.

9. Meetings of the Board of Managers shall be held on such dates as the Board may designate and shall be further called at the request of the President of the Association or by written notice of sixty percent (60%) of the unit owners. The Board of Managers may require that any person, either Manager, Officer or employee of the Association who handles or is responsible for Association funds, shall furnish adequate bond. Under such circumstances, premiums for any such bond shall be paid by the Association and included as a common expense thereof.

\* \* \*

IN WITNESS WHEREOF, the said Juniper Hill Condominium Unit Owners' Association hereby adopts the foregoing Amendment by its President, this 30<sup>th</sup> day of September, 1982.

Signed and acknowledged  
in the presence of:

JUNIPER HILL CONDOMINIUM  
UNIT OWNERS' ASSOCIATION

Nancy Anne Wargo

Kevin E. Kraynak

By: Charles E. Hugus, D.O.  
Charles E. Hugus, D.O.  
President

195

AMENDMENT TO BYLAWS  
OF  
JUNIPER HILL CONDOMINIUM  
UNIT OWNERS' ASSOCIATION

In accordance with all applicable provisions of Chapter 5311 Ohio Revised Code, and pursuant to the authority set forth in Article XVI Section 1 of the Bylaws of Juniper Hill Condominium Unit Owners' Association, which Bylaws are recorded as part of Document number 744035 and recorded in Volume 5611 Pages 710 to 755 inclusive of the Records of the Summit County Recorder's Office, Juniper Hill Condominium Unit Owners' Association, by and through its President, Charles E. Hugus, D.O., and by affirmative vote of a majority of unit owners and the consent of certain mortgagees according to law, hereby amends Article VII Section 3 of its Bylaws in the following respect:

ARTICLE VII SECTION 3 SHALL BE AS FOLLOWS,  
AND ALL PRIOR RECORDED VERSIONS OF THIS ARTICLE  
AND SECTION SHALL BE VOID AND OF NO FORCE OR  
EFFECT....

Common Expenses, Profits and Losses

3. The Association shall have no power to undertake or contract for any capital additions or improvements for a total cost in excess of Five Thousand Dollars (\$5,000.00) without, in each case, obtaining the prior approval of the members of the Association entitled to exercise sixty percent (60%) of the voting power of the Association.

\* \* \*

IN WITNESS WHEREOF, the said Juniper Hill Condominium Unit Owners' Association hereby adopts the foregoing Amendment by its President, this 30<sup>th</sup> day of September, 1982.

Signed and acknowledged  
in the presence of:

JUNIPER HILL CONDOMINIUM  
UNIT OWNERS' ASSOCIATION

Nancy-Lane Wargo  
Karen E. Kayrak

By: Charles E. Hugus  
Charles E. Hugus, D.O.  
President



AMENDMENT TO BYLAWS  
OF  
JUNIPER HILL CONDOMINIUM  
UNIT OWNERS' ASSOCIATION

In accordance with all applicable provisions of Chapter 5311 Ohio Revised Code, and pursuant to the authority set forth in Article XVI Section 1 of the Bylaws of Juniper Hill Condominium Unit Owners' Association, which Bylaws are recorded as part of Document number 744035 and recorded in Volume 5611 Pages 710 to 755 inclusive of the Records of the Summit County Recorder's Office, Juniper Hill Condominium Unit Owners' Association, by and through its President, Charles E. Hugus, D.O., and by affirmative vote of a majority of unit owners and the consent of certain mortgagees according to law, hereby amends Article V Section 8 of its Bylaws in the following respect:

ARTICLE V, SECTION 8 SHALL BE AS FOLLOWS,  
AND ALL PRIOR RECORDED VERSIONS OF THIS ARTICLE  
AND SECTION SHALL BE VOID AND OF NO FORCE OR  
EFFECT...

Board of Managers. 8. At any regular or special meeting of the Members of the Association duly convened and at which a quorum shall be present, any one or more of the Managers may be removed from such position with or without cause by affirmative vote of the members entitled to exercise at least sixty percent (60%) of the voting power of the entire Association. Upon such removal, the vacancy thereby created shall be filled and elected in the same manner as provided for previously in the initial election of Managers. At any such meeting convened, the Manager whose removal is contemplated shall be given the opportunity to be heard and state his case.

\* \* \*  
IN WITNESS WHEREOF, the said Juniper Hill Condominium Unit Owners' Association hereby adopts the foregoing Amendment by its President, this 30<sup>th</sup> day of September, 1982.

Signed and acknowledged  
in the presence of:

JUNIPER HILL CONDOMINIUM  
UNIT OWNERS' ASSOCIATION

Nancy Ann Wargo

Karen E. Kravak

By: Charles E. Hugus  
Charles E. Hugus, D.O.  
President

AMENDMENT TO BYLAWS  
OF  
JUNIPER HILL CONDOMINIUM  
UNIT OWNERS' ASSOCIATION

In accordance with all applicable provisions of Chapter 5311 Ohio Revised Code, and pursuant to the authority set forth in Article XVI Section 1 of the Bylaws of Juniper Hill Condominium Unit Owners' Association, which Bylaws are recorded as part of Document Number 744035 and recorded in Volume 5611, Pages 719 to 755 inclusive of the Records of the Summit County Recorder's Office, Juniper Hill Condominium Unit Owners' Association, by and through its President, Charles E. Hugus, D.O., and by affirmative vote of a majority of unit owners and the consent of certain mortgagees according to law, hereby adds Article XVII, Section 1 of its bylaws in the following respect:

ARTICLE XVII, SECTION 1 SHALL BE AS FOLLOWS:

Liability of Members of the Board and the Officers, Employees and Agents of the Association.

1. Neither the members of the Board nor the officers, employees or agents of the Association shall be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct, gross negligence, or bad faith and except as provided hereinbelow or in the By-Laws. The unit owners and the Association shall indemnify and hold harmless each of the members of the Board and the officers, employees or agents of the Association from and against all contractual liability to others arising out of contracts made by the Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the express provisions of the Declaration or of the By-Laws. It is intended that the members of the Board shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of any unit owners arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability hereunder as the unit owner's interest in the common area bears to the interests of all the unit owners in the common area. The provisions of this

paragraph do not apply to and shall not preclude claims for property damage and personal injury by unit owners against the Board or any other insured under the liability insurance required by the Condominium Declaration and By-Laws. The provisions of this paragraph apply to both current and former Board members, officers, agents, or employees for actions within the scope of their official duties.

\* \* \*

IN WITNESS WHEREOF, the said Juniper Hill Condominium Unit Owners' Association hereby adopts the foregoing Amendment by its President, this 30th day of September, 1982.

Signed and acknowledged  
in the presence of:

JUNIPER HILL CONDOMINIUM  
UNIT OWNERS' ASSOCIATION

Nancy-Jane Wargo

Karen E. Kraynak

By: C. E. Hugus, D.O.  
Charles E. Hugus, D.O.  
President

STATE OF OHIO )  
                  ) SS  
COUNTY OF SUMMIT )

Before me, a notary public, in and for said County, personally appeared the above-named JUNIPER HILL CONDOMINIUM UNIT OWNERS' ASSOCIATION, by Charles E. Hugus, D.O., its President, who acknowledged that he did sign the foregoing instrument as an Amendment to its Bylaws, and that the same is his free act and deed personally, and as said officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Summit Hills, Ohio, this 30th day of September, 1982.

Karen E. Kraynak  
NOTARY PUBLIC

KAREN E. KRAYNAK  
Notary Public, Summit County, Ohio  
My Commission Expires July 26, 1987

N.R. This Amendment to the Bylaws becomes effective at the instant of its recordation in the Records of the Summit County Recorder.

10<sup>th</sup> AMENDMENT TO THE DECLARATION  
OF CONDOMINIUM OWNERSHIP FOR  
JUNIPER HILL CONDOMINIUM

**295745**

KNOW ALL MEN BY THESE PRESENTS that the Declaration of Condominium Ownership and Bylaws for Juniper Hill Condominium are filed in Records File No. 744035, and the Drawings are filed in Deed Plat Book 93, Pages 1 thru 40, of Condominium Maps, inclusive of Summit County Records, are hereby modified and amended in the manner and respects as set forth below:

Section 4 of the Declaration entitled Restrictions Upon Use or Uses of the Units, Paragraph R concerning Renting is hereby modified and amended as follows:

No unit shall be leased by a unit owner to others as a regular practice for business, speculative, investment or other similar purpose. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Managers may grant permission to an owner to lease his unit to a specified renter for a period of not less than four (4) consecutive months nor more than twenty-four (24) consecutive months. This restriction on leasing shall apply only to new owners who purchase their units after the recording of this amendment. All leasing, whether under the aforesaid restriction or not affected by said restriction, must be approved by the Board of Managers as provided in Article XI of the By-Laws. Under circumstances where renting is allowed, no unit shall be rented by the unit owner for transient or hotel purposes which shall be defined: (1) rental for any period less than thirty (30) days, or (2) any rental if the occupants of the units are provided customary hotel service such as room service for food and beverage, maid service, furnishing of laundry and linen, and bellboy service; (3) rental to roomers or boarders, i.e., rental to one or more persons of a portion of a unit only. No lease may be of less than the entire unit. Any conflict between this provision or other provisions of this Declaration and Bylaws shall be interpreted in favor of this restriction on leasing.

TRANSFER NOT NECESSARY  
 OCT 14 1986  
 Tim Davis, County Auditor

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

**017167**

TRANSFER NOT NECESSARY  
 EXEMPT  
 TIM DAVIS  
 County Auditor

**MEMBERS OF THE ASSOCIATION**

OWNERS	PROXY (If used,)	% OF OWNERSHIP
<u>Freid &amp; Susan Mollerkrapp</u>		<u>1.588</u>

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

BY: KAREN KRAYNAK

Betty-Jane James Valerie Proctor

James M. Egan

1.048

BY: KAREN KRAYNAK

STATE OF OHIO )  
SUMMIT COUNTY ) SS.

BEFORE ME, a notary public, personally appeared the above-named Unit Owners of Juniper Hill Condominium, who acknowledge that they did sign the foregoing Declaration Amendment pertaining to Section 4, entitled Restrictions Upon Use or Uses of the Units, Paragraph R concerning Renting, and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this 9<sup>th</sup> day of June, 1986.

APPROVED AS TO FORM  
William S. Schmitt  
 Assistant Prosecutor - Summit County, Ohio

James M. Egan  
 Notary Public

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR THE JUNIPER HILL CONDOMINIUM

Please keep with your copy of Declarations

This will certify that a copy of the within Amendment to the Declaration of Condominium Ownership for the Juniper Hill Condominium has been filed in the Office of the County Auditor of Summit County, Ohio.

*James B. McCaskey*  
COUNTY AUDITOR  
SUMMIT COUNTY

Date: April 15 1992

BY: *Coyote*  
Deputy Auditor

APPROVED TO FILE  
*William E. Schmitt*  
4/13/92  
Assistant Prosecuting Attorney Summit County, Ohio

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR JUNIPER HILL CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for the Juniper Hill Condominium was recorded on October 19, 1974 in Volume 5611, Pages 719-755 et seq., inclusive, of Summit County Records, and

WHEREAS, The Juniper Hill Condominium Association is a corporation consisting of all Family Unit Owners in the Juniper Hill Condominium and as such is the representative of said owners, and

WHEREAS, Article 12 of said Declaration authorizes amendments to the Declaration, and

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

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

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

WHEREAS, the Association has in its records the signed consents to Amendment No. 1 signed by 77.931% of the Family Unit Owners and further has in its records the consents, if any, of the mortgagees as certified by the Secretary in the attached Exhibit B, and

WHEREAS, the Association has in its records the signed power of attorney signed by 77.931% of the Family Unit Owners authorizing the officers of the Juniper Hill Condominium to execute this recorded document on their behalf, and

WHEREAS, the Association has in its records the signed consents to Amendment No. 2 signed by 77.931% of the Family Unit Owners and further has in its records the consents, if any, of the mortgagees as certified by the Secretary in the attached Exhibit B, and

WHEREAS, the Association has in its records the signed power of attorney signed by 77.931% of the Family Unit Owners authorizing the officers of the Juniper Hill Condominium to execute this recorded document on their behalf, and

DR 936 - 141

DR 936 - 142

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 Juniper Hill Condominium have in all respects been complied with,

NOW, THEREFORE, the Declaration of Condominium Ownership of the Juniper Hill Condominium is hereby amended by the following:

Amendment No. 1

INSERT a new ARTICLE 7, SECTION (F) of the Declaration titled Cost of Collection. Said new addition to be added on Page 12 of the Declaration and Recorded in Volume 5611, Pages 719 et. seq. of the Summit County Records 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.

Amendment No. 2

INSERT a new Declaration Article 7, Section (G) entitled COST OF ENFORCEMENT. Said new addition to be added on Page 12 of the Declaration as recorded in Summit County Records Volume 5611, Page 719 et. seq., is as follows:

(D) COST OF ENFORCEMENT If any Unit Owner (either by his conduct or by the conduct of any occupant of his Unit) shall violate any provisions in this Declaration or in the 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 court costs.

IN WITNESS WHEREOF, the said Juniper Hill Condominium Association has caused the execution of this instrument this 6<sup>th</sup> day of APRIL, 1992.

Signed in the Presence of:

JUNIPER HILL CONDOMINIUM  
UNIT OWNER'S ASSOCIATION

Karen E. Kraynak

By: Charles Urbancic  
CHARLES URBANCIC, President

Dwaine Surack

By: Robert Foth  
ROBERT FOTH, Secretary

6/14

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
JUNIPER HILL CONDOMINIUM

 **54953462**  
Pg: 1 of 6  
10/02/2003 02:52P  
MISC 64.00  
John A Donofrio, Summit Fiscal Officer

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

DATED: 10-2-03

BY: **JOHN A. DONOFRIO**  
FISCAL OFFICER  
*By O. Tafa, Deputy Fiscal Officer*



AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
JUNIPER HILL CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Juniper Hill Condominium (the "Declaration") was recorded at Summit County Records Volume 5611, Page 719 et seq., and

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

WHEREAS, Article 12 of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Unit Owners representing no less than 75% of the Association's voting power have executed instruments in writing setting forth specifically the matter to be modified (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 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 Unit Owners representing 76.91% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 76.91% 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 Juniper Hill Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Juniper Hill Condominium is hereby amended by the following:

DELETE DECLARATION ARTICLE 4, Section K in its entirety. Said deletion to be taken from Pages 7-8 of the Declaration as recorded at Summit County Records Volume 5611, Page 719 et seq.



John A Donofrio, Summit Fiscal Officer

54953462

Pg: 2 of 6  
10/02/2003 02:52P  
MISC 64.00

INSERT a new DECLARATION ARTICLE 4, Section K. Said addition, to be made on Pages 7-8 of the Declaration, recorded at Summit County Records Volume 5611, Page 719 et seq., is as follows:

- K. No animals of any type shall be raised, bred or kept in any unit or in any common area or facility except that dogs, cats and other animals owned commonly as household pets may be kept in units subject, however, to the strict adherence of rules and regulations adopted by the Association and further provided that the total number of pets per unit shall not exceed three (3) with a maximum of one (1) dog, except in the case where such pets have been registered with the Association on or before the date of recording of this amendment with Summit County. Upon the demise of any such pet, it may not be replaced if doing so would exceed the above limitations. Under no circumstances shall animals be kept, bred or maintained in any unit, common area or facility for commercial purposes. Any pet that is in violation of the rules and regulations and/or is determined a nuisance by the Board of Managers may be ordered removed upon ten (10) days written notice from the Board.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this modification to the pet restriction to restrict the number of pets per 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 Juniper Hill Condominium Unit Owners Association has caused the execution of this instrument this 13th day of Sept., 2003.

JUNIPER HILL CONDOMINIUM UNIT OWNERS ASSOCIATION

By: Betty Jane James, President  
BETTY JANE JAMES, its President

By: Robert Foth, Secy.  
ROBERT FOTH, its Secretary



John A Donofrio, Summit Fiscal Officer

54953462

Pg: 3 of 6  
10/02/2003 02:52P  
MISC 64.00

STATE OF OHIO )  
 )  
COUNTY OF SUMMIT ) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Juniper Hill Condominium Unit Owners Association, 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 Sagamore Hills, Ohio, this 13 day of September, 2003.

  
\_\_\_\_\_  
NOTARY PUBLIC

CORRETTA A. RILEY  
Notary Public, State of Ohio  
My Commission Expires Oct. 28, 2006



54953462

Pg: 4 of 6  
10/02/2003 02:52P  
MISC 64.00

John A Donofrio, Summit Fiscal Officer

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

EXHIBIT A

AFFIDAVIT

STATE OF OHIO )

COUNTY OF SUMMIT )

SS

BETTY-JANE JAMES, being first duly sworn, states as follows:

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

*Betty-Jane James, President*  
 BETTY-JANE JAMES, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named BETTY-JANE JAMES who acknowledges that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Sagamore Hills Ohio, this 13 day of September 2003.

*Coletia A. Riley*

NOTARY PUBLIC

COLETTIA A. RILEY  
 Notary Public, State of Ohio  
 My Commission Expires Oct. 22, 2006



54953462

Pg: 5 of 6  
 10/02/2003 02:52P  
 MISC 64.00

John A Donofrio, Summit Fiscal Officer

2862

SEXUAL VRED.  
D- NOTICES &  
DEMANDS

7  
IX  
# 72.00

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
JUNIPER HILL CONDOMINIUM



54983941  
Pg: 1 of 7  
12/04/2003 01:02P  
CONDO 72.00

John A Donofrio, Summit Fiscal Officer

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

DATED Dec 2, 2003

BY: **JOHN A. DONOFRIO**  
FISCAL OFFICER  
*By D. Taylor, Deputy  
Fiscal Officer*

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
JUNIPER HILL CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Juniper Hill Condominium (the "Declaration") and the By-Laws of Juniper Hill Condominium Unit Owners' Association (the "Bylaws"), Exhibit C to the Declaration, were recorded at Summit County Records Volume 5611, Page 719 et seq., and

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

WHEREAS, Article 12 of said Declaration authorizes amendments to the Declaration and Bylaws Article XVI authorizes amendments to the Bylaws, and

WHEREAS, Unit Owners representing no less than 75% of the Association's voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments"), and

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

WHEREAS, the Association has in its records the signed, written consents to Amendments C and D signed by Unit Owners representing over 76% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing over 76% of the Association's voting power authorizing the Association's officers to execute Amendments C and D 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 Juniper Hill Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Juniper Hill Condominium is hereby amended by the following:

 **54983941**  
Pg: 2 of 7  
12/04/2003 01:02P  
CONDO 72.00

John A Donofrio, Summit Fiscal Officer

Association or sent by regular U.S. mail to the Board of Managers or its delegates at such other address as the Board may designate from time to time by notice in writing to all Unit Owners.

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

IN WITNESS WHEREOF, the said Juniper Hill Condominium Unit Owners Association has caused the execution of this instrument this 22 day of November, 2003.

JUNIPER HILL CONDOMINIUM UNIT OWNERS ASSOCIATION

By: *Betty Jane James, President*  
BETTY JANE JAMES, its President

By: *Robert Foth, Secy.*  
ROBERT FOTH, its Secretary

 54983941  
Pg: 4 of 7  
12/04/2003 01:02P  
CONDO 72.00  
John A Donofrio, Summit Fiscal Officer

STATE OF OHIO )  
 )  
COUNTY OF SUMMIT ) SS

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in (22<sup>nd</sup>) Ohio, this 22<sup>nd</sup> day of November, 2003.  
(11-03)  
Sagamore Hills,

  
NOTARY PUBLIC

COLETTA A. RILEY  
Notary Public, State of Ohio  
My Commission Expires Oct. 23, 2005

 54983941  
Pg: 5 of 7  
12/04/2003 01:02P  
CONDO 72.00  
John A Donofrio, Summit Fiscal Officer

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



EXHIBIT A

AFFIDAVIT

STATE OF OHIO )  
 )  
COUNTY OF SUMMIT ) SS

BETTY-JANE JAMES, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Juniper Hill Condominium Unit Owners Association.
2. As such President, she certifies that copies of Amendments C and D to the Declaration of Condominium Ownership for Juniper Hill Condominium were mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.
3. Further affiant sayeth naught.

*Betty-Jane James, President*  
BETTY JANE JAMES, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named BETTY-JANE JAMES who acknowledges that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Sagamore Hills Ohio, this 22<sup>nd</sup> day of November, 2003.

*Coletta A. Riley*  
NOTARY PUBLIC  
COLETTA A. RILEY  
Notary Public, State of Ohio  
My Commission Expires Oct. 23, 2005


54983941  
Pg: 6 of 7  
12/04/2003 01:02P  
CONDO 72.00  
John A Donofrio, Summit Fiscal Officer

EXHIBIT B

CERTIFICATION OF SECRETARY

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

NONE

  
ROBERT FOTH, Secretary

STATE OF OHIO                    )  
  )  
COUNTY OF SUMMIT            )     SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named ROBERT FOTH 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 Sagamore Hills Ohio, this 22<sup>nd</sup> day of November, 2003.

  
NOTARY PUBLIC

COLETTA A. RILEY  
Notary Public, State of Ohio  
My Commission Expires Oct. 23, 2005

 54983941  
Pg: 7 of 7  
12/04/2003 01:02P  
CONDO 72.00  
John A Donofrio, Summit Fiscal Officer

2/1/12

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
JUNIPER HILL CONDOMINIUM

 **55158198**  
Pg: 1 of 7  
03/02/2005 03:09P  
CONDO 72.00  
John A Donofrio, Summit Fiscal Officer

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

DATED: March 2, 2005

BY: JOHN A. DONOFRIO

FISCAL OFFICER

*By O. Taylor, Deputy Auditor*



John A Donofrio, Summit Fiscal Officer

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
JUNIPER HILL CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Juniper Hill Condominium (the "Declaration") and the Bylaws of Juniper Hill Condominium Unit Owners' Association (the "Bylaws"), Exhibit C to the Declaration, were recorded at Summit County Records Volume 5611, Page 719 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 Juniper Hill Condominium have in all respects been complied with.

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

- (1) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements."
- (2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements."
- (3) All references in the Declaration and Bylaws to the term "Board of Managers" shall be replaced with the term "Board of Directors."
- (4) DELETE DECLARATION ITEM 11, entitled "STATUTORY AGENT," in its entirety. Said deletion is to be made on Page 15 of the Declaration, as recorded at Summit County Records, Volume 5611, Page 719 et seq.

INSERT a new DECLARATION ITEM 11, entitled "STATUTORY AGENT." Said addition, to be made on Page 15 of the Declaration, as recorded at Summit County Records, Volume 5611, Page 719 et seq., is as follows:



11. STATUTORY AGENT

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

(5) INSERT a new SECTION F to the end of DECLARATION ITEM 7. Said new addition, to be added on Page 12 of the Declaration, as recorded at Summit County Records, Volume 5611, Page 719 et seq., is as follows:

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

(6) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ITEM 7, SECTION C. Said new addition, to be added on Page 11 of the Declaration, as recorded at Summit County Records, Volume 5611, Page 719 et seq., is as follows:

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

(7) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ITEM 4, SECTION R. Said new addition, to be added on Page 8 of the Declaration, as recorded at Summit County Records, Volume 5611, Page 719 et seq., and as amended at Summit County Records, Volume 7320, Page 132 et seq., is as follows:

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

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

(8) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ITEM 7, SECTION A. Said new addition, to be added on Page 10 of the Declaration, as recorded at Summit County Records, Volume 5611, Page 719 et seq., is as follows:

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

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

(9) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of BYLAWS ARTICLE XIV, SECTION 2. Said new addition, to be added on Page 11 of the Declaration, as recorded at Summit County Records, Volume 5611, Page 719 et seq., is as follows:

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

(10) INSERT a new BYLAWS ARTICLE X, SECTION 5. Said new addition, to be added on Page 9 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Volume 5611, Page 719 et seq., is as follows:

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





55158198

Pg: 5 of 7  
03/02/2005 03:09P  
CONDO 72.00

(11) INSERT a new SECTION U, to the end of DECLARATION ITEM 4, entitled "RESTRICTIONS UPON USE OR USES OF UNITS." Said new addition, to be added on Page 8 of the Declaration, as recorded at Summit County Records, Volume 5611, Page 719 et seq., is as follows:

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

(12) DELETE the 1<sup>st</sup> SENTENCE of BYLAWS ARTICLE V, SECTION 2 and INSERT a new 1<sup>st</sup> and 2<sup>nd</sup> SENTENCE. Said modification, to be made on Page 3 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Volume 5611, Page 719 et seq., is as follows: (deleted language is crossed out; new language is underlined)

The Board shall consist of five (5) members each serving a term of three (3) years, and each of whom must be a Unit Owner or the spouse of a Unit Owner. That notwithstanding, no one (1) Unit may be represented by more than one (1) person on the Board at any one (1) time.

(13) INSERT a new 4<sup>th</sup> SENTENCE to the end of BYLAWS ARTICLE V, SECTION 9. Said new addition, to be added on Page 5 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Volume 5611, Page 719 et seq., and as amended at Summit County Records, Volume 6666, Page 200 et seq., is as follows:

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

(14) INSERT a new BYLAWS ARTICLE V, SECTION 10. Said new addition to be added on Page 5 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Volume 5611, Page 719 et seq., is as follows:

10. 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 managing agents, 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) Grant easements, leases, licenses, and concessions through or over the Common Elements;
- e) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;
- f) Purchase insurance and fidelity bonds the Board considers appropriate or necessary; and
- g) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

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



John A Donofrio, Summit Fiscal Officer

55158198

Pg: 6 of 7  
03/02/2005 03:09P  
CONDO 72.00



IN WITNESS WHEREOF, the said Juniper Hill Condominium Unit Owners Association has caused the execution of this instrument this 17 day of FEBRUARY, 2005.

JUNIPER HILL CONDOMINIUM UNIT OWNERS ASSOCIATION

By: Caroline Y. Wolske, Pres  
CAROLINE Y. WOLSKE, its President

55158198  
Pg: 7 of 7  
03/02/2005 03:09P  
CONDO 72.00  
John A Donofrio, Summit Fiscal Officer

STATE OF OHIO )  
  ) SS  
COUNTY OF SUMMIT )

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Juniper Hill Condominium Unit Owners Association, by Caroline Y. Wolske, its President, who acknowledged that she did sign the foregoing instrument, on Page 7 of 7, and that the same is the free act and deed of said corporation and the free act and deed of her personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Sakonsac Hts, Ohio, this 17 day of FEBRUARY, 2005.

Walter Bednarz  
NOTARY PUBLIC



WALTER BEDNARZ  
Notary Public  
in and for the State of Ohio  
My Commission Expires  
October 7, 2007

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

EXHIBIT C  
JUNIPER HILL CONDOMINIUM

Sagamore Hills, Ohio

By-Laws  
OF  
JUNIPER HILL CONDOMINIUM UNIT OWNERS' ASSOCIATION

This Instrument Prepared By:

Charles F. Ipavec  
Attorney at Law  
738 National City Bank Building  
Cleveland, Ohio 44114  
241-1397

BY-LAWS OF JUNIPER HILL CONDOMINIUM UNIT OWNERS' ASSOCIATION

INTRODUCTION

In accordance with the provisions of Chapter 5311 of the Ohio Revised Code, the within By-laws are executed and annexed to the Declaration of Condominium heretofore noted to provided for establishment of a unit owners' association for the management of the Condominium Property. All present or future unit owners, tenants or employees as well as invitees and any other person who shall or will use the Condominium Property in any manner whatsoever shall be subject to the within covenants, provisions and regulations as contained herein and in the Declaration. Likewise, any and all of the foregoing shall be further subject to restrictions, conditions and regulations heretofore, hereafter or from time to time adopted by the Association.

ARTICLE I  
Name and Purpose

1. The name of this Association shall be Juniper Hill Condominium Unit Owners' Association, and its sole purpose shall be to manage, govern and control Juniper Hill Condominium in accordance with the Declaration, the By-laws and to carry out the purposes and intent of Chapter 5311 of the Ohio Revised Code.

ARTICLE II  
Membership

1. Each owner of a unit upon acquisition of title to a unit shall automatically become a member of the Association. Such membership shall terminate upon sale or other disposition in accordance with the Declaration, By-laws or regulations by such member of his unit, at which time the new owner of the unit shall automatically become a member of the Association.

ARTICLE III  
Voting

1. Each unit owner shall have voting power in proportion to such unit owner's percentage of interest in the common areas and facilities. There shall be but one voting member for each of the units comprising the

Condominium Property.

2. The voting power above referred to shall be exercised by the owner or owners of a unit and in the event of two owners of one particular unit, there shall be nevertheless but one vote which shall be indivisible. Should joint owners fail to agree upon their vote, they shall have the right only to abstain and their vote shall not be counted.

3. A member may vote or act in person or by proxy. In the event of a proxy vote, a written designation of proxy shall be made and submitted to the Board of Managers of the Association, shall be revocable at any time by notice similarly given up to the actual time of vote but shall in no way affect any votes legally taken by proxy prior to revocation thereof. The voting power may also be exercised by an heir, assignee or personal representative.

ARTICLE IV  
Membership Meetings

1. There shall be an annual meeting of the unit owners to be held in Summit County Ohio, for the purpose of transacting such business as may be properly brought before the meeting and at such specific place and time as may be designated by the Board of Managers pursuant to notice. The annual meeting shall be held on the first Monday of March of each year providing that the same is not a legal holiday, and if it be such, then on the next succeeding business day.

2. At the annual meeting the unit owners shall elect the necessary member or members to the Board of Managers for the year following.

3. Special meetings may be called by the President, by unanimous vote of the Board of Managers or by the unit owners constituting at least 30% of the voting power of the Condominium. Special meetings so called shall be accomplished by submission of written notice mailed to each unit owner at least ten (10) days before the time and place of such meeting as shown on

such notice. The notice shall further provide for the reason or reasons that the special meeting is called and the proposed agenda of the meeting. No business other than that set out in the notice shall be acted upon at such special meeting. Notice of any such meeting may be waived in writing by any unit owner which waiver shall be retained in the Association records.

4. All annual and special meetings shall be conducted and presided over by the President. In his absence the Vice President or Secretary or Treasurer, in that order, shall conduct the meeting. The order of business at all meetings of members shall be as follows:

- a) Call of the meeting to order
- b) Proof of waiver of notice of meeting
- c) Minutes of preceding meeting
- d) Officers' reports
- e) Committee reports
- f) Old business
- g) New business
- h) Adjournment.

5. To constitute a quorum at any annual or special meeting, at least a majority of the voting power must be present and voting at such meeting.

ARTICLE V  
Board of Managers

1. The Association shall be governed by a Board of Managers, who shall constitute the Board of Trustees, consisting of five (5) members each of which shall be an owner of an interest in a unit of the Condominium Property.

2. The Board shall consist of the five (5) members initially for the respective terms of one member elected for three (3) years, two members elected for two (2) years and two members elected for one (1) year. As the initial term of each such member expires, his or her successor shall be elected for a term of three years so that the term of at least one member expires annually. Each Board member shall hold office until the expiration of the term for which he or she has been elected and shall continue in office

*Term  
3 years*

until his or her successor shall have been elected and qualified.

3. The member or members of the Board of Managers shall be elected at the annual meeting of the Owners' Association by a plurality of the voting power. Each member shall be entitled to vote for but one candidate for each vacancy on the Board of Managers.


4. In the event of vacancy on the Board of Managers through death, resignation or disqualification, the remaining members, though less than a majority of the entire Board, by affirmative vote of a majority shall elect a successor to hold office for the unexpired term of the member whose place is vacant until election and qualification of the successor. In the event of failure of the remaining managers to agree within thirty (30) days upon the appointment of a candidate to fill a vacancy created through death, resignation or disqualification, then under such circumstances, the members of the Association shall be immediately convened by special meeting to elect such successor.

5. The majority of the members in office at any time shall constitute a quorum at all meetings thereof.

6. The Board of Managers shall meet at such place or places within Summit County Ohio, but not elsewhere, as the Board of Managers from time to time shall determine. The Board of Managers shall meet, however, not less than four (4) times a year.

7. Members as such shall receive no compensation or salary for their services but, on vote of not less than 75% of the voting power of the Association, a Manager or the Managers may receive a fixed sum for their services. Nothing herein, however, shall be construed to preclude any Manager from serving the Association in any other capacity and receiving compensation therefor.

8. At any regular or special meeting of the Members of the Association duly convened and at which a quorum shall be present, any one or more of the Managers may be removed from such position with or without

VN 5611 PAGE 7:8 was amended in 1982  
to 60% 

cause by affirmative vote of the members entitled to exercise at least 75% of the voting power of the entire Association. Upon such removal, the vacancy thereby created shall be filled and elected in the same manner as provided for previously in the initial election of Managers. At any such meeting convened, the Manager whose removal is contemplated shall be given the opportunity to be heard and state his case.

9. Meetings of the Board of Managers shall be held on such dates as the Board may designate and shall be further called at the request of the President of the Association or by written notice of two-thirds (2/3) of the unit owners. The Board of Managers may require that any person, either Manager, Officer or employee of the Association who handles or is responsible for Association funds, shall furnish adequate bond. Under such circumstances, premiums for any such bond shall be paid by the Association and included as a common expense thereof.

ARTICLE VI  
Officers

1. At the first meeting of the Board of Managers in each year, at which a quorum should be present, to be held within forty-eight (48) hours after the annual meeting of the Association, the Board of Managers then constituted shall immediately elect the officers of the Association and designate such subordinate officers and employees as shall be deemed necessary. Should the Board of Managers so decide they may also appoint an executive committee or special committees and may employ outside managing agent or custodian and define salaries and duties.

2. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be members of the Board of Managers and shall be elected for a term of one year and to serve until their successors are elected and qualified. Any vacancy in any office may be filled by the Board of Managers or, in the absence of agreement thereof, by the membership at special meeting.

3. Any officer or employee elected or appointed by the Board of Managers other than a Board member, may be removed at any time upon vote of a majority of the entire Board of Managers.

4. The President shall conduct all meetings of the Association and, in his absence, the Vice President shall act. The Secretary shall keep written minutes of the Association and the Board of Managers meetings, and the Treasurer shall handle the financial affairs of the Association including deposit of funds. All checks shall require the signature of two (2) members of the Board of Managers and shall be written only for legitimate expenses of the Association as authorized in the minutes by the Board of Managers which shall prepare and maintain all records required by Chapter 5311 of the Ohio Revised Code.

5. The Board of Managers shall have the right to create and appoint other officers and designate the authority and duties of such additional officers.

6. The Board of Managers is authorized to delegate authority to any officer and control the action of officers and require performance of duties in addition to those usually attendant to the office thereby created.

ARTICLE VII  
Common Expenses, Profits and Losses

1. The Board of Managers shall from time to time determine the financial requirements to defray the common expenses, and make an assessment to be paid by the owner or owners of each unit each month to the Treasurer of the Association for meeting such common expenses in accordance with each unit owner's percentage of interest in common areas and facilities.

2. Common profits and common losses defined by Ohio Revised Code 5311.01 shall be distributed to and borne by the respective unit owners in proportion to their respective percentages of interest in common areas and facilities. Such common profits and losses, if any, shall be determined by the Board of Managers at the end of each year and such common profits



may be distributed or retained as a reserve by a majority decision of the Board of Managers.

3. The Association shall have no power to undertake or contract for any capital additions or improvements for a total cost in excess of One Thousand Dollars (\$1,000.00) without, in each case, obtaining the prior approval of the members of the Association entitled to exercise seventy five percent (75%) the voting power of the Association.

ARTICLE VIII  
Administrative Rules and Regulations

1. The Board of Managers may adopt administrative rules and regulations governing the operation and use of the Condominium Property not in conflict with the Declaration of these By-laws by a vote of a majority of the members of the Board.

2. Such rules and regulations may be amended from time to time by a majority vote of the members of the Board of Managers or by a vote of at least seventy five percent (75%) of the voting power of the unit owners Association at the annual meeting or at a special meeting of the same.

3. The Association or its agents may enter any unit when necessary in conjunction with proper maintenance or construction for which the Association is responsible. Entry shall be made at reasonable times and with reasonable notice and any damage caused by such entry shall be repaired by the Association at its expense. The Association reserves the right to retain a pass key for each unit and each member, if required, shall provide such key. No locks or other devices shall be placed on any doors to obstruct entry through use of the pass key. In the event of a threatening emergency requiring repairs, alterations or such immediate action to maintain the unit and the Condominium, the Association may designate a person to enter the unit immediately regardless of the presence of the unit owner

ARTICLE IX  
Use of Unit and Compliance with By-laws

1. Each unit shall be used and occupied only as a private dwelling by owner or his tenant. Each unit or any part thereof shall not be used for any other purpose. Each owner or his tenant, or any other occupant of the unit, shall respect the comfort and peace of mind of his neighbors, as well as other occupants of the Condominium. Each owner shall not do, or permit to be done, or keep in the unit, anything which will increase the rate of fire insurance for the Condominium, or do or suffer to be done any act or thing which shall be a nuisance, annoyance, inconvenience, or damage to the unit or any occupants of the Condominium.

2. Each unit owner shall abide by the provisions of the By-laws of the unit owners Association, the administrative rules and regulations as promulgated under Article VIII above, the Declaration of Condominium or amendments thereto, as well as the provisions of Ohio Revisde Code Chapter 5311 and any amendments thereto. Each owner shall use his unit and sell and convey the same, exercise the privilege of being an owner only in a manner which will not violate any of the provisions of the By-laws, administrative rules and regulations, as amended from time to time, or any provisions of the Declaration of Condominium.

ARTICLE X

1. If an owner wishes to dispose of and convey his unit, the Board of Managers shall have the option, but not the obligation, to purchase the unit for an amount equal to the then reasonable market value of such unit less the unpaid balance of any mortgage indebtedness or other lien or encumbrances, including current real estate taxes. If no action has been brought within thirty (30) days of the recording of any conveyance then the requirements of this Article X will be presumed to have been complied with as to any bona fide purchaser for value or any mortgagee thereof.

2. Reasonable market value of the unit within the meaning of this Article shall not be less than the amount of a bona fide offer made to such unit owner by a financially responsible person who had entered into a contract with the unit owner to purchase the unit for such amount, subject to the sole condition that the Board of Managers does not exercise the option provided herein.

3. The option of the Board of Managers provided herein shall be exercisable by the Board of Managers within fifteen (15) days following receipt of written notice from the unit owner that he has written a contract of sale to a bona fide purchaser subject to the sole condition that the Board of Managers does not exercise the option provided herein.

4. If the Board of Managers fails to exercise its option to purchase the unit within fifteen (15) days following receipt of such written notice from the unit owner that he has such contract, or if the Board of Managers, by notice in writing to the unit owner waives the option provided for herein, the unit owner may sell and convey his unit to any person as a purchaser, who, upon such purchase and transfer of title, shall assume all the obligations of his predecessor unit owner, including membership in the unit owners Association.

ARTICLE XI  
Renting and Leasing

No unit owner shall rent or lease his unit without the written consent of the Board of Managers and the written approval of the tenant by the Board of Managers. Such consent shall not be unreasonably withheld by the Board of Managers, shall be granted in writing within ten (10) days of the request for same and, if denied by the Board of Managers, such denial shall specifically state in writing the reason or reasons why said consent is being withheld. The consent of the Board of Managers shall be based only upon objective factors and, under no circumstances, shall it be withheld upon any factor which is contrary to existing law, regulation or rule of the United

States of America or any political subdivision thereof. Such lease or tenancy shall be in form acceptable to the Board of Managers, and shall require the lessee or tenant to abide by the terms of these By-laws as well as the administrative rules and regulations and any amendment thereto, 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, tenancy or for violation of these By-laws or the administrative rules and regulations. The unit owner shall remain liable for all obligations of ownership of his unit and shall be responsible to the Board of Managers for the conduct of his lessee or tenant.

ARTICLE XII  
Fire, Loss, Destruction, Obsolescence and Rehabilitation

Loss by fire, destruction or change occasioned by obsolescence or requiring rehabilitation or abandonment of a unit or the entire Condominium shall be effected as provided by the Declaration and by Ohio Revised Code Chapter 5311 as amended from time to time.

ARTICLE XIII  
Notices and Demands

Any notice by the Board of Managers to a unit owner shall be deemed to be duly given, and any demand upon him shall be deemed by him to have been duly made, if delivered in writing to him personally, or if mailed by certified or registered letter in any post office, addressed to him at the unit owned by such unit owner. Any notice by a unit owner to the Board of Managers shall be deemed to be duly given and any demand upon the Board of Managers shall be deemed to have been duly made, if in writing and delivered to an officer of the unit owners Association.

ARTICLE XIV  
Remedies for Violation of By-laws,  
etc.

1. Any purported conveyance of a unit or the rental or lease of a unit not in conformity with the provisions of the By-laws or the Declaration shall be void and without force and effect.

2. All unit owners, their tenants and all persons lawfully in possession and control of any part of the Condominium Property shall comply with all covenants, conditions and restrictions set forth in the deed to which they are subject and in the Declaration, these By-laws, the administrative rules and regulations, as amended from time to time, and violations thereof shall be grounds for action for damages or injunctive relief, or both, and may be brought by the unit owners Association, by a unit owner or owners, or both.

3. Assessments for maintenance, repairs, insurance and upkeep together with payment of common expenses shall constitute a lien upon the estate or interest of any unit of the owner thereof as well as its percentage of the interest in the common areas and facilities. Upon such failure of payment which remains unpaid for thirty (30) days after the same has become due and payable, a certificate thereof, subscribed by the President of the Association, may be filed with the Recorder of Summit County Ohio, pursuant to authorization given by the Board of Managers of the Association. Such certificate of lien shall contain the description of the unit, the record title holders thereof and the amount of the unpaid portion of the common expenses and shall remain valid for a period of five (5) years from the time of filing thereof unless sooner released or satisfied in the manner provided by law. In addition, the owner of any unit and the occupant thereof shall be personally liable for such expense chargeable for the period of ownership or occupancy.

4. The lien above provided for shall take priority over any lien subsequently arising or created excepting liens for real estate taxes and assessments and valid liens of mortgagees theretofore filed for record. A lien so filed may be foreclosed in the same manner as is provided for the foreclosure of mortgages on real property in which case the party plaintiff shall be the Association. During such foreclosure action, if it is deemed to be instituted, the owner of the unit affected thereby, shall be reasonable rental

to the Association for such unit during the pendency of the action and the Association, in such action, shall be entitled to have a receiver appointed by the court to collect the same. Should such foreclosure action proceed to sale, the Association shall be entitled to become a purchaser thereof.

ARTICLE XV  
Definitions

1. Whenever "unit" is used in these By-laws it includes the unit and its percentage of interest in common areas and facilities as set forth in the Declaration.
2. The provisions of Ohio Revised Code Chapter 5311 are, whenever pertinent and necessary to cover matter not herein covered, made a part of these By-laws by reference.

ARTICLE XVI  
Amendment

1. These By-laws may be amended from time to time at an annual or special meeting of the unit owners Association by an affirmative vote of note less than seventy-five percent (75%) of the unit owners in terms of each unit owner's percentage of interest in the common areas and facilities.
2. The failure upon the part of the Association at any time or from time to time to require strict compliance with any rule, regulation, restriction, covenant, condition or By-laws, shall not be deemed to have a waiver of such a rule, regulation, restriction, covenant, condition or By-laws, and the Association may at any time begin enforcement proceedings and no members shall have the right to assert the right of waiver or laches.

Transferred, Not Necessary  
Received..... Sept. 19, 1974 at 11:25 AM  
Recorded..... Oct. 10, 1974  
Recorder's fee \$ 384.00  
Roy H. Hoff  
Recorder

VW 56.11 144 755

- #88502 For Amendment to Bylaws See Vol. 6666 Page 220 10/6/82
- #88501 For Amendment to Bylaws See Vol. 6666 Page 215 10/6/82
- #88500 For Amendment to Bylaws See Vol. 6666 Page 210 10/6/82
- #88499 For Amendment to Bylaws See Vol. 6666 Page 205 10/6/82
- #88498 For Amendment to Bylaws See Vol. 6666 Page 200 10/6/82
- #88497 For Amendment to Bylaws See Vol. 6666 Page 195 10/6/82
- #88496 For Amendment to Bylaws See Vol. 6666 Page 190 10/6/82
- #88495 For Amendment to Bylaws See Vol. 6666 Page 185 10/6/82

*Just L.A. Pigeon*

**INDEXED**

JUNIPER HILL CONDOMINIUM

744035

This will certify that copies of this Declaration of Condominium Ownership has been filed with the Office of the Summit County Auditor September 18, 1974.

*[Signature]*  
D. L. Bower, County Auditor

RECEIVED FOR RECORD  
SEP 19 1974

*In Plat see plat book 93 pgs 1 to 40 Incl.*

At 11:25 o'clock A.M.  
Recorded OCT 10 1974

Vol. 5611, Page 719-755  
*[Signature]*  
Recorder  
Summit County, Ohio

# 384.0

Mail to:  
Page 4  
ENV

CONDO

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
JUNIPER HILL CONDOMINIUM



55585741  
Pg: 1 of 6  
11/21/2008 12:08P  
CONDO 64.00

John A Donofrio, Summit Fiscal Officer

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR JUNIPER HILL CONDOMINIUM RECORDED AT VOLUME 5611, PAGE 719 ET SEQ., OF THE SUMMIT COUNTY FISCAL COUNTY RECORDS.

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

**JOHN A. DONOFRIO**

DATED: 11/21/08

BY: \_\_\_\_\_  
FISCAL OFFICER

By: Jani M Kapper  
Jani Kapper



**AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
JUNIPER HILL CONDOMINIUM**

WHEREAS, the Declaration of Condominium Ownership for Juniper Hill Condominium (the "Declaration") and the By-Laws of Juniper Hill Condominium Unit Owners' Association (the "Bylaws"), Exhibit C to the Declaration, were recorded at Summit County Records Volume 5611, Page 719 et seq., and

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

WHEREAS, Article 12, Section A of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Unit Owners representing not less than 75% of the Association's voting power have executed instruments in writing setting forth specifically the matter to be added (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 76.82% of the Association's voting power as of October 20, 2008, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 76.82% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

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

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

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

NOW THEREFORE, the Declaration of Condominium Ownership for Juniper Hill Condominium is hereby amended by the following:



John A Donofrio, Summit Fiscal Officer

**55585741**

Pg: 2 of 6  
11/21/2008 12:08P  
CONDO 64.00

INSERT a new 2<sup>nd</sup> PARAGRAPH to DECLARATION ARTICLE 7, SECTION B. Said new addition, to be added on Page 10 of the Declaration, as recorded at Summit County Records, Volume 5611, Page 719 et seq., is as follows:

Though not a Common Expense, upon the recording of this Amendment with the Summit County Fiscal Office, the Board shall have the authority to have the sewer bill assessed directly to the Association in one lump sum each calendar quarter, which shall be billed against real water usage. Upon receipt of said sewer bill, the Board shall assess each Unit Owner in equal portions each calendar quarter in a statement separate and aside from the monthly maintenance fees. The Association, in addition to all other remedies available, shall have the right to place a lien upon the estate or interest of said Unit Owner for any outstanding balance as further explained and set forth in this Article 7, Section C.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment permitting the sewer bill to be billed directly to the Association and in turn assessing the Unit Owners a flat rate each calendar quarter. Upon the recording of this amendment, only Unit Owner of record at the time of such filing shall have standing to contest the validity of this amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Juniper Hill Condominium Unit Owners Association has caused the execution of this instrument this 19 day of November, 2008.

JUNIPER HILL CONDOMINIUM UNIT OWNERS ASSOCIATION

By: Ethel Kovach  
ETHEL KOVACH, its President

By: James Kukla  
JAMES KUKLA, its Secretary




55585741  
Pg: 3 of 6  
11/21/2008 12:08P  
CONDO 64.00

John A. Donofrio, Summit Fiscal Officer

STATE OF OHIO )  
COUNTY OF Summit ) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Juniper Hill Condominium Unit Owners Association, 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 Sagamore Hills, Ohio, this 13 day of November, 2008.

  
NOTARY PUBLIC



Walter Bednarz  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires: 10/07/12

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

ENV



55585741

Pg: 4 of 6  
11/21/2008 12:08P  
CONDO 64.00

**EXHIBIT A**

**AFFIDAVIT**

STATE OF OHIO )

COUNTY OF Summit )

SS

ROBERT FOTH, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Juniper Hill Condominium Unit Owners Association.
2. He caused copies of the Amendment to the Declaration to be mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.
3. Further affiant sayeth naught.

*Ethel Kovach*

ETHEL KOVACH, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named ROBERT FOTH 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 Sagamore Hills, Ohio, this 19 day of November, 2008.



*Walter Bednarz*  
NOTARY PUBLIC



Walter Bednarz  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires: 10/07/12



**55585741**  
Pg: 5 of 6  
11/21/2008 12:08P  
CONDO 64.00

John A Donofrio, Summit Fiscal Officer

**EXHIBIT B**

**CERTIFICATION OF SECRETARY**

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

**NONE**


  
\_\_\_\_\_  
**JAMES KUKLA, Secretary**

STATE OF OHIO            )  
  )  
COUNTY OF Summit    )

SS

**BEFORE ME**, a Notary Public in and for said County, personally appeared the above named **JAMES KUKLA** 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 Salem Hills, Ohio, this 13 day of November, 2008.

  
\_\_\_\_\_  
**NOTARY PUBLIC**



Walter Bednarz  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires 10/17/12



**55585741**  
Pg: 6 of 6  
11/21/2008 12:08P  
CONDO 64.00