

GREENWOOD HIGHLANDS

GREENWOOD VILLAGE

SAGAMORE HILLS TOWNSHIP, OHIO

DECLARATION OF CONDOMINIUM OWNERSHIP

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

Date: 8/27, 2001.

**FRANK WILLIAMS**

Summit County Auditor

By *Frank Williams*  
Auditor

This instrument prepared by:

Stuart A. Laven, Esq.  
Ulmer & Berne LLP  
Penton Media Building  
1300 East Ninth Street, Suite 900  
Cleveland, Ohio 44114-1583

**APPROVED AS TO FORM**  
*S. J. [Signature]*  
Assistant Prosecuting Attorney  
Summit County, Ohio

Doc# 10913073 11786.00008

**TRANSFER NOT NECESSARY**  
8/27/01  
Frank Williams County Auditor

*Bob JACKSON 330-963-6321  
Mobile 216-219-1710*

GREENWOOD HIGHLANDS CONDOMINIUMS

Greenwood Village

Sagamore Hills Township, Ohio

DECLARATION OF  
CONDOMINIUM OWNERSHIP

 **54588702**  
Page: 2 of 77  
08/27/2001 11:31A  
FRANK WILLIAMS, SUMMIT CO AUDITOR CONDO 507.60

TABLE OF CONTENTS

<u>Heading</u>	<u>Page No.</u>
1. Legal Descriptions and Definitions .....	1
A. Legal Descriptions .....	1
B. Definitions .....	6
2. Establishment of Condominium and Division of Condominium Property .....	8
3. Name .....	8
4. General Description of Condominium Property .....	8
5. Description of Units .....	9
6. Common Areas .....	11
A. Description .....	11
B. Ownership of Common Areas .....	11
C. Use of Common Areas .....	12
D. Use of Limited Common Areas .....	12
7. Unit Owners Association .....	13
A. Membership .....	13
B. Board of Trustees and Officers .....	13
C. Administration of Condominium Property .....	13
D. Service of Process .....	13
8. Management, Maintenance, Repairs, Alterations and Improvements .....	13
A. Responsibility of the Association .....	13
B. Responsibility of Unit Owner .....	14
C. Construction Defects .....	15
D. Effect of Insurance or Construction Guarantees .....	15
9. Common Expenses and Assessments .....	16
A. Division of Common Profits and Common Expenses .....	16
B. Attorneys' Fees and Expenses .....	16
C. Lien of Association .....	16
D. Priority of Association's Lien .....	16
E. Dispute as to Common Expenses .....	17
F. Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses .....	17
G. Liability for Assessments Upon Voluntary Conveyance .....	17
10. Easements .....	17
A. Encroachments .....	18
B. Maintenance Easements .....	18
C. Utility Easements .....	18



**54588702**  
 Page: 3 of 77  
 08/27/2001 11:31A  
 CONDO 507.60

FRANK WILLIAMS, SUMMIT CO AUDITOR

<u>Heading</u>	<u>Page No.</u>
D. Construction Easements .....	18
E. Ingress and Egress Easements .....	18
F. Future Easements to Others .....	19
G. Sharing of Expenses .....	19
H. Power of Attorney .....	19
11. Purpose of Property and Covenants and Restrictions	
as to Use and Occupancy .....	20
A. Purpose of Property .....	20
B. Obstruction of Common Areas .....	20
C. Hazardous Uses and Waste .....	20
D. Exterior Surfaces and Visible Areas .....	20
E. Animals and Pets .....	20
F. Nuisances .....	21
G. Impairment of Structural Integrity of Building .....	21
H. Laundry or Rubbish in Common Areas .....	21
I. Lounging or Storage in Common Areas .....	21
J. Prohibited Activities .....	21
K. Alteration of Common Areas .....	21
L. Parking .....	21
M. Open Fires .....	22
N. Cross-Country Vehicles Prohibited .....	22
O. Satellite Dish and Antenna .....	22
P. Ice Melting Compounds .....	22
12. Insurance and Reconstruction .....	22
A. Insurance .....	22
B. Responsibility for Reconstruction or Repair .....	25
C. Procedure for Reconstruction or Repair .....	26
13. Rehabilitation of Existing Buildings, Structures	
and Other Improvements .....	28
14. Removal from Condominium Ownership .....	28
15. Sale of Condominium Property .....	28
16. Additions to Condominium Property .....	28
A. General Right to Expand Condominium	
and Amend Declaration .....	28
B. Statements and Reservations of Grantor .....	29
17. Amendment of Declaration .....	30
18. Compliance and Non-Monetary Default .....	32
A. Enforcement .....	32
B. Fines .....	32
C. Negligence .....	33
D. Responsibility of Unit Owner for Tenants .....	33



<u>Heading</u>	<u>Page No.</u>
E. Costs and Professional's, Attorney's and Paralegal's Fees .....	33
F. No Waiver of Rights .....	34
G. Involuntary Sale .....	34
19. Sale, Leasing or Other Alienation .....	34
A. Unit Owner's Right of Transfer .....	34
B. Unit Owner's Right to Lease Unit .....	34
C. Names of Owners and Occupants of Units .....	34
D. Association Making Available Condominium Documents and Financial Information .....	35
20. Condemnation .....	36
21. Miscellaneous Provisions .....	37
A. Grantor's Rights Pending Sale of Units .....	37
B. Default by Unit Owner .....	37
C. Statement of Default .....	37
D. Compliance with Mortgage Insurance Regulations .....	37
E. Notices to Mortgagees .....	38
F. Covenants Running with the Land .....	38
G. Termination .....	38
H. Waiver .....	38
I. Severability .....	38
J. Time Limits .....	38
K. Liability .....	39
L. Service of Notices on the Board .....	39
M. Headings .....	39
N. Interpretation .....	39
O. Gender and Grammar .....	39

Exhibit A: Bylaws

Exhibit B: Drawings



DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
THE GREENWOOD HIGHLANDS CONDOMINIUMS

WHEREAS, Greenwood Trading Corporation, an Ohio Corporation, hereinafter referred to as "Grantor", is the owner in fee simple of Parcel No. 1 (hereinafter described); and

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

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

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

NOW, THEREFORE, Grantor hereby declares:

1. Legal Descriptions and Definitions.

A. Legal Descriptions.

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

Situated in the township of Sagamore Hills, County of Summit and State of Ohio and known as being all of "Residual Block A" of Greenwood Highlands, Greenwood Subdivision No. 7 as recorded in Plat Cab. M Slide 457-459 and more fully described as follows.

Beginning at the Northwest corner of sub lot 48 of the Greenwood Subdivision No.6, Phase 2 as recorded in Plat Cab E Slide 110-111 of the Summit County record of plats.

Thence South 50 Degrees 00 Minutes 00 Seconds West a distance of 18.00 ft.

Thence South 25 Degrees 00 Minutes 00 Seconds West a distance of 184.00 feet.

Doc#: 1091307.3 11786.00008

 **54588702**  
Page: 6 of 77  
08/27/2001 11:31A  
CONDO 507.60  
FRANK WILLIAMS, SUMMIT CO AUDITOR

Thence South 80 Degrees 4 Minutes 49 Seconds East a distance of 77.75 feet to the **True Point of Beginning** for the parcel herein described.

Thence South 5 Degrees 00 Minutes 36 Seconds East a distance of 155.40 feet. To the P.C. of a curve to the right having the following properties

Radius 200.00 feet  
Delta 12 Degrees 50 Minutes 07 Seconds  
Tangent 22.50 feet  
Chord bearing North 81 degrees 44 Minutes 18 Seconds East  
Chord Length 44.71 feet.

Thence along said curve to the right an arc distance of 44.80 feet to the PC of a curve to the left having the following properties.

Radius 500.00 feet  
Delta 16 Degrees 38 Minutes 09 Seconds  
Tangent 73.10 feet  
Chord bearing North 79 degrees 50 Minutes 16 Seconds East  
Chord Length 144.67 feet.

Thence along said curve to the left an arc distance of 145.18 feet.

Thence North 71 Degrees 31 Minutes 12 Seconds East a distance of 115.21 feet to the PC of a curve to the left having the following properties

Radius 200.00 feet  
Delta 19 Degrees 18 Minutes 11 Seconds  
Tangent 34.01 feet  
Chord bearing North 61 degrees 52 Minutes 06 Seconds East  
Chord Length 67.06 feet.

Thence along the arc of said curve to the left an arc distance of 67.38 feet.

Thence South 40 Degrees 50 Minutes 07 Seconds East a distance of 94.00 feet.



Thence North 52 Degrees 00 Minutes 00 Seconds East a distance of 155.57 feet to the Southerly right of way of Greenwood Parkway, right-of-way varies.

Thence along said right of way North 56 Degrees 54 Minutes 51 Seconds West a distance of 126.75 feet to the P.C. of a curve to the left having the following properties.

Radius 1545.52.00 feet  
Delta 4 Degrees 5 Minutes 55 Seconds  
Tangent 55.30 feet  
Chord bearing North 58 degrees 57 Minutes 48 Seconds West  
Chord Length 110.53 feet.

Thence along said curve an arc length of 110.56 feet to the P. C. of a curve to the left having the following properties.

Radius 500.00 feet  
Delta 2 Degrees 10 Minutes 36 Seconds  
Tangent 9.50 feet  
Chord bearing North 62 degrees 06 Minutes 04 Seconds West  
Chord Length 18.99 feet.

Thence along said curve to the left an arc length of 19.00 feet.

Thence South 36 Degrees 4 Minutes 26 Seconds West a distance of 80.00 feet

Thence South 71 Degrees 31 Minutes 12 Seconds West a distance of 187.82 feet.

Thence North 80 Degrees 4 Minutes 49 Seconds West a distance of 111.40 feet to the true point of beginning and containing 1.636 acres of land as determined by Thomas J. King, Jr., P. S. 7503 in August 2001.

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

Situated in the township of Sagamore Hills, County of Summit and State of Ohio and known as being all of "Residual Block A" of Greenwood Highlands, Greenwood



Subdivision No. 7 as recorded in Plat Cab. M Slide 457-459 and more fully described as follows.

Beginning at the Northwest corner of sub lot 48 of the Greenwood Subdivision No.6, Phase 2 as recorded in Plat Cab E Slide 110-111 of the Summit County record of plats.

Thence South 50 Degrees 00 Minutes 00 Seconds West a distance of 18.00 feet to the *True Point of Beginning* for the parcel herein described.

Thence South 25 Degrees 00 Minutes 00 Seconds West a distance of 184.00 feet.

Thence South 80 Degrees 4 Minutes 49 Seconds East a distance of 77.75 feet

Thence South 5 Degrees 00 Minutes 36 Seconds East a distance of 155.40 feet. To the P.C. of a curve to the right having the following properties

Radius 200.00 feet  
Delta 12 Degrees 50 Minutes 07 Seconds  
Tangent 22.50 feet  
Chord bearing North 81 degrees 44 Minutes 18 Seconds East  
Chord Length 44.71 feet.

Thence along said curve to the right an arc distance of 44.80 feet to the PC of a curve to the left having the following properties.

Radius 500.00 feet  
Delta 16 Degrees 38 Minutes 09 Seconds  
Tangent 73.10 feet  
Chord bearing North 79 degrees 50 Minutes 16 Seconds East  
Chord Length 144.67 feet.

Thence along said curve to the left an arc distance of 144.67 feet.

Thence North 71 Degrees 31 Minutes 12 Seconds East a distance of 115.12 feet to the PC of a curve to the left having the following properties



Radius 200.00 feet  
Delta 19 Degrees 18 Minutes 11 Seconds  
Tangent 34.01 feet  
Chord bearing North 61 degrees 52 Minutes 06 Seconds East  
Chord Length 67.06 feet.

Thence along the arc of said curve to the left an arc distance of 67.38 feet.

Thence South 40 Degrees 50 Minutes 07 Seconds East a distance of 94.00 feet.

Thence North 52 Degrees 00 Minutes 00 Seconds East a distance of 155.57 feet to the Southerly right of way of Greenwood Parkway, right-of-way varies.

Thence along said right of way South 56 Degrees 54 Minutes 51 Seconds East a distance of 132.03 feet.

Thence South a Distance of 160.29 feet.

Thence East a distance of 16.12 feet.

Thence South 65 Degrees 47 Minutes 58 Seconds East a Distance of 100.00 feet

Thence South 73 Degrees 27 Minutes 21 Seconds East a Distance of 100.00 feet.

Thence South 9 Degrees 11 Minutes 57 Seconds West a distance of 50.00 feet.

Thence South 55 Degrees 41 Minutes 32 Seconds West a distance of 784.72 feet.

Thence North 72 Degrees 25 Minutes 22 Seconds West a distance of 1070.12 feet.

Thence North 50 Degrees 00 Minutes 00 Seconds East a distance of 1058.73 feet to the true point of beginning and containing 18.494 acres of land as determined by Thomas J. King, Jr., P. S. 7503 in August 2001.



B. Definitions. Except as herein otherwise expressly provided, or unless the context otherwise requires, the terms defined below, for all purposes of this Declaration and of any amendments hereto, shall have the respective meanings specified:

(i) "Association" means The Greenwood Highlands Condominium Association, Inc., an Ohio nonprofit corporation, which is a unit owners association as defined in Section 5311.01(L) of the Ohio Revised Code.

(ii) "Basement Area" means, with respect to a Unit, 100% of the interior basement area.

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

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

(v) "Buildings" means Buildings constructed or to be constructed on Parcel No. 1; provided, however, that when Parcel No. 2 or any portion thereof has been added to the Condominium Property pursuant to the provisions of Paragraph 15 hereof, the term "Buildings" shall also include Buildings constructed or to be constructed on Parcel No. 2 or the portion thereof which has been added to the Condominium Property.

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

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

(viii) "Common Expenses" means those expenses designated as Common Expenses in Chapter 5311, this Declaration and/or the Bylaws.

(ix) "Common Profits" means the amount by which the total income received from assessments (both general and special), rents received from rentals of equipment or space in Common Areas, and any other fee,



charge or income exceeds expenses allocable to such assessments, income, rental, fee or charge.

(x) "Condominium Development" means the seventy-eight (78) Unit condominium development which Grantor ultimately intends to develop on Parcel 1 and Parcel 2 and which will be known as "The Greenwood Highlands Condominiums."

(xi) "Condominium Property" means Parcel No. 1, Parcel No.1 Buildings and all other improvements thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners; provided, however, when Parcel No. 2 or any portion thereof has been added to the Condominium Property pursuant to the provisions of Paragraph 15 hereof, the term "Condominium Property" shall also include Parcel No. 2 or such portion thereof which has been added to the Condominium Property, Buildings constructed or to be constructed thereon and all other improvements thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners.

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

(xiii) "Drawings" means the drawings prepared and certified in accordance with Section 5311.07 of the Ohio Revised Code, relating to the Condominium Property, which Drawings are sometimes identified as Exhibit B to this Declaration, and which will be filed with the Summit County Recorder contemporaneously with the filing for record of this Declaration, or, when amended pursuant to the provisions of Paragraph 15 hereof, as so amended.

(xiv) "Living Area" means, with respect to a Unit, the total of the First Floor Living Space and, if part of such Unit, the Second Floor Living Space and 50% of any Basement Area.

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

(xvi) "Main Floor Living Space" means, with respect to a Unit, 100% of the interior area of the main (first) floor (excluding garage).



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

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

(xix) "Parcel No. 1" means the land described in Paragraph 1, Section A(i) hereof.

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

(xxi) "Parcel No. 1 Buildings" means the structures and other facilities constructed or to be constructed on Parcel No. 1.

(xxii) "Parcel No. 2 Buildings" means the structures and other facilities which the Grantor intends to construct on Parcel No. 2 or a portion or portions thereof pursuant to the provisions of Paragraph 15 hereof.

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

(xxiv) "Second Floor Living Space" means, with respect to a Unit, 100% of the interior area of the second floor.

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

(xxvi) "Unit Owner" means any person or persons who is the owner of a fee simple interest in a Unit.

2. Establishment of Condominium and Division of Condominium Property. Grantor hereby submits the Condominium Property to the provisions of Chapter 5311.

3. Name. The Condominium Property shall be known as "The Greenwood Highlands Condominiums."

4. General Description of Condominium Property. Until amended as provided in Paragraph 15 hereof, the Condominium Property consists of Parcel No. 1; the Parcel No. 1 Buildings and other improvements located thereon, including, without limitation, the Eight(8) free-



standing Units, each Unit having an attached two-car garage; all easements, rights, and appurtenances belonging thereto; and all articles of personal property existing thereon for the common use of the Unit Owners. The first of such Units is two-story in height and is designated Unit 1, aka 7320 Morning Star Trail, on the Drawings; the second of such Units is two-story in height and is designated Unit 2, aka 7314 Morning Star Trail, on the Drawings; the third of such Units is one-story in height and is designated Unit 3, aka 7304 Morning Star Trail, on the Drawings; the fourth of such Units is two-story in height and is designated Unit 4, aka 7298 Morning Star Trail, on the Drawings; the fifth of such Units is two-story in height and is designated as Unit 5, aka 7292 Morning Star Trail, on the Drawings; the sixth of such Units is two-story in height and is designated Unit 6, aka 7284 Morning Star Trail, on the Drawings; the seventh of such Units is two-story in height and is designated Unit 7, aka 7278 Morning Star Trail, on the Drawings; and the eighth of such Units is two-story in height is designated Unit 38, 7086 Morning Star Trail, on the Drawings. The Parcel No. 1 Buildings are constructed principally of concrete, cement block, and wood.

The location, layout and perimeter dimensions and elevations of the Units and the Common Areas are shown graphically on the Drawings.

5. Description of Units. Each Unit shall constitute a single freehold estate and shall consist of all of the space bounded by the interior, non dry-walled surfaces (whether wood, concrete or other materials) of the perimeter walls, windows, doors, floors and ceilings, and the basement and garage floors, projected, if necessary, by reason of structural divisions such as interior walls, floors, ceilings and other partitions, as may be necessary to form a complete enclosure of space with respect to such Unit (the exact layout, perimeter dimensions and elevations of each Unit being shown on the Drawings), together with the decorated surfaces, including paint, lacquer, varnish, wall paper, paneling, tile and any other finishing material applied to interior walls, doors, floors and ceilings and interior surfaces of perimeter walls, windows, doors, floors and ceilings, and including, without limitation, the following:

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

The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and any other finishing materials applied to said perimeter walls, floors and ceilings, and also the aforesaid finishing materials applied to the interior walls, floors and ceilings;

All window sashes and space occupied thereby;

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

The space within all fixtures located within the bounds of a Unit and the spaces occupied by the fixtures themselves;



**54588702**  
Page: 14 of 77  
08/27/2001 11:31A  
CONDO 507.60

FRANK WILLIAMS, SUMMIT CO AUDITOR

All unenclosed space, if any, within or occupied by structural parts of the Buildings which may project into the Unit, as defined above, from the unfinished perimeter floor level to the unfinished perimeter ceiling level and including by way of illustration, but not by way of limitation, the space between the shelves of built-in bookcases, if any, the space within built-in cabinets, if any, and the hearth lying within fireplaces, if any;

The portion of fireplaces, if any, actually within the interior of a Unit and the vents and dampers therefor accessible from the Unit's interior;

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

All walls, floors and ceilings separating or delineating Units, and all interior walls, except the drywall or the wood subfloor contiguous to the undecorated interior surfaces of the perimeter walls, floors and ceilings of each Unit;

All doors, door frames, glass doors, screen doors, storm doors, skylights, if any, and windows (and the glass and frames constituting or included therein) and window sashes, affixed to the perimeter walls, floors and roofs or ceilings of a Unit, which are hereby declared to be parts of said walls, floors and roofs;

All structural portions of the Buildings, lying within the bounds of a Unit;

All heating, cooling and ventilating equipment, units and installations even if located within and serving only one Unit, and all parts, installations and appurtenances thereto, including the thermostats and control devices;

All plumbing, electric, heating, cooling, ventilating and other utility or service lines, pipes, ducts, wires, plugs, outlets, conduits and valves existing within a Unit to their place of connection to the toilets, sinks, showerheads, valves, registers, grills, outlets, light fixtures, appliances and receptacles within a Unit and/or to their tap, plug or shutoff valve within a Unit, and all such lines, pipes, ducts, wires, plugs, outlets, conduits, and valves which serve or may serve more than one Unit or the Common Areas;

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

Fireplace stacks, vents and/or chimneys, if any;



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

The layout, location and designation and dimensions of all Units are shown on the Drawings and are incorporated herein by reference. Each Unit has a direct exit to a public street or to a Common Area leading to a public street.

A narrative description of the Buildings and the Units is set forth in this Declaration. Any inconsistencies between the narrative description of the Buildings and the Units and/or of the Common Areas on one hand, as set forth in this Declaration, and the Drawings on the other hand, shall be resolved in favor of the Drawings.

6. Common Areas.

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

B. Ownership of Common Areas. The Common Areas comprise, in the aggregate, a single freehold estate and shall be owned by the Unit Owners, as tenants in common, and ownership thereof shall remain undivided. No action for partition of any part of the Common Areas shall be maintainable, except as specifically provided in Section 5311.14 of the Ohio Revised Code, nor may any Unit Owner otherwise waive or release any rights in the Common Areas; provided, however, that if any Unit is owned by two or more co-owners as tenants in common or as joint tenants nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Unit ownership as between such co-owners.

Until amended as provided in Paragraph 15 hereof, the percentage of interest in the Common Areas appurtenant to each Unit, as determined by Grantor in accordance with the provisions of Chapter 5311, shall be as follows:

<u>Unit No.</u>	<u>Percentage of Interest (Preliminary)</u>
Unit 1 – 7320 Morning Star Trail	11.52%
Unit 2 – 7314 Morning Star Trail	11.99%
Unit 3 – 7304 Morning Star Trail	10.52%
Unit 4 – 7298 Morning Star Trail	13.08%
Unit 5 – 7292 Morning Star Trail	12.97%
Unit 6 – 7284 Morning Star Trail	13.36%
Unit 7 – 7278 Morning Star Trail	13.23%
Unit 38- 7086 Morning Star Trail	13.33%

The ownership percentages are based on the Living Space of a Unit as a percentage of the total Living Space for all the Units that have been condominiumized to date.



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

C. Use of Common Areas. Each Unit Owner shall have the right to use the Common Areas in accordance with the purposes for which they are intended and for all purposes incident to the use and occupancy of his Unit, and such rights shall be appurtenant to and run with his Unit; provided, however, that no person shall use the Common Areas or any part thereof in such manner as to interfere with or restrict or impede the use thereof by others entitled to the use thereof or in any manner contrary to or not in accordance with (i) this Declaration, (ii) the Bylaws, (iii) the Rules, or (iv) the Declaration of Covenants and Restrictions executed under date of March 6, 1970, by Greenwood Village, Inc. and Greenwood Village Community Association recorded in Volume 4993 at Pages 413 to 452, inclusive, of Summit County Records.

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

- (i) all interior walls, doors, floors and ceilings located within the bounds of such Unit, excluding the structural and component parts thereof;
- (ii) all glass and screens within windows and doors within the perimeter walls of such Unit;
- (iii) all ducts and plumbing, electrical and other fixtures, equipment and appurtenances, including heating and air conditioning systems and control devices, located within the bounds of such Unit or which serve only such Unit;
- (iv) all gas, electric, water or other utility or service lines, pipes, wires and conduits located within the bounds of such Unit and which serve only such Unit;
- (v) an area (if any) adjacent to each Unit, and shown as a Limited Common Area on the Drawings;
- (vi) a Unit Owner may install or place a gas grill in a Limited Common Area adjacent to and at the back of his/her Unit when practical as determined by the Board. The Unit Owner must conceal the grill when it is visible from the street;



- (vii) patios, courtyards and appurtenant improvements, front and back stoops and balconies, decks, driveways and sidewalks which serve only such Unit; and
- (viii) all other Common Areas as may be located within the bounds of such Unit and which serve only such Unit.

7. Unit Owners Association.

A. Membership. Grantor shall forthwith cause to be formed a nonprofit Ohio corporation, to be called "The Greenwood Highlands Condominium Association, Inc.", which shall administer the Condominium Property, subject to the provisions of Section A of Paragraph 19 hereof. Each Unit Owner, upon acquisition of the Ownership Interest in a Unit within the Condominium Property as presently constituted, or hereafter enlarged in accordance with Paragraph 15 hereof, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition of his Ownership Interest, at which time the new owner of such Ownership Interest shall automatically become a member of the Association.

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

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

D. Service of Process. Until such time as the President of the Association is elected, the person to receive service of process for the Association is Robert J. Vitt, 1909-A Summit Commerce Park, Twinsburg, Ohio 44087. Thereafter, the President of the Association shall be the person designated to receive service of process for the Association, and such designation shall be further evidenced by the filing with the Secretary of State of Ohio of the appropriate form for the appointment of a Statutory Agent of an Ohio nonprofit corporation.

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

A. Responsibility of the Association. Except as otherwise expressly provided in Paragraph 12, Section B hereof, the Association, at its expense, shall be responsible for the management, maintenance, repair, replacement, alteration and improvement of the Common Areas, excluding the Limited Common Areas. The Association may delegate all or any portion of



its authority to discharge such responsibility to a managing agent. Such delegation to a managing agent may be evidenced by one or more management contracts, no one of which shall exceed ten (10) years in duration, which shall provide for the payment of reasonable compensation to said managing agent as a Common Expense. Upon the expiration of the initial term of any such management contract, the Association may renew such contract from time to time for successive periods, no one of which shall exceed ten (10) years in duration, or enter into a new management contract for an additional period not in excess of ten (10) years, or designate a different managing agent. Anything herein to the contrary notwithstanding, Grantor (or any other entity designated by Grantor to act in such capacity) may be employed as the managing agent at the Grantor's sole discretion for a period ending on or before ten (10) years after the date this Declaration is filed for record. The managing agent, or the Association, if there is no managing agent, shall have the authority to enter into agreements with Grantor or one or more other firms or corporations, affiliated with Grantor, for the common management, maintenance and repair of the Condominium Property and such other duties as may be agreed upon. Without intending to limit the generality of the foregoing, such agreements may provide for the allocation of expenses, purchase of equipment and supplies and joint sharing of employees and management overhead.

The Association shall not be required to remove snow, ice or debris from any walkway serving any individual Unit nor from any stoop, entrance way, patio or deck.

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

- (i) except as otherwise expressly provided in Paragraph 12, Section B hereof, to maintain, repair and replace, at his expense, all portions of his Unit and all Limited Common Areas designated for his use;
- (ii) to perform his responsibilities in such manner so as not to unreasonably disturb other Unit Owners and Occupants;
- (iii) to pay all costs for utility services furnished to his Unit or to the Limited Common Areas designated for his use;
- (iv) not to paint or otherwise decorate or change the appearance of any portion of the Buildings not within the bounds of his Unit, unless the prior written consent of the Association is obtained;
- (v) to promptly report to the Board or managing agent employed by the Association the need for any maintenance or repair to any portion of the Condominium Property which the



Association is obligated to maintain or repair pursuant to this Declaration or the Bylaws;

- (vi) not to make any alterations in the Common Areas or Limited Common Areas or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness thereof, except as hereinafter provided in Paragraph 12, without the prior written consent of the Association;
- (vii) not to impair the use and enjoyment of the easements hereinafter provided in Paragraph 10 without first obtaining the written consent of the Association and of any other person, firm or corporation for whose benefit such easements exist;
- (viii) to observe, fulfill and perform all other obligations of a Unit Owner as set forth in this Declaration or the Bylaws or the Rules; and
- (ix) maintain, repair and replace at his expense all portions of the Common Areas which may be damaged or destroyed by reason of his own or his Occupant's acts or neglects, or by the act or neglect of any tenant, guest, invitee or servant of such Unit Owner or Occupant.

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

D. Effect of Insurance or Construction Guarantees. The fact that the Association and/or any Unit Owner may be entitled to the benefit of any guarantee or warranty of material or workmanship furnished by any contractor or construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, shall not excuse any delay by the Association or any Unit Owner in performing its or his respective obligations hereunder.



9. Common Expenses and Assessments.

A. Division of Common Profits and Common Expenses.

The Common Profits of the Condominium Property shall be distributed among, and the Common Expenses shall be assessed against, the Unit Owners by the Association according to the percentages of interest in the Common Areas appurtenant to of their respective Units. Every Unit Owner shall pay his proportionate share of assessments for Common Expenses and any special assessments levied against him, and no Unit Owner shall exempt himself from liability for such assessments by waiver of the use or enjoyment of any of the Common Areas or by the abandonment of his Unit.

B. Attorneys' Fees and Expenses. Each Unit Owner shall be and become liable for the payment of any and all costs, expenses (including fair, just and reasonable attorneys' fees), charges, fees and obligations of any type (all of the foregoing being hereinafter referred to collectively as "Expenses") paid or incurred by the Association in collecting, or attempting to collect, any assessments for Common Expenses and/or any special assessments levied against such Unit Owner and/or any other amounts (including interest and Expenses) for which such Unit Owner may be liable or obligated under the terms of this Declaration. A Unit Owner who becomes liable for any Expenses shall pay to the Association an amount equal to such Expenses upon demand from the Association.

C. Lien of Association. The Association shall have a lien upon each Unit Owner's Ownership Interest for the payment of all assessments levied by the Association against such Unit which remain unpaid for ten (10) days after the same have become due and payable, as well as all Expenses paid or incurred by the Association in connection with the collection, or attempt to collect, any such assessments, from the time a certificate therefore is filed with the Recorder of Summit County, Ohio, pursuant to authorization given by the Board. Such certificate shall contain a description of the Unit, the name or names of the Unit Owner or Owners thereof and the amount of such unpaid portions of the assessments and/or Expenses and shall be subscribed by the President of the Association. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a court in an action brought to discharge all or any portion of such lien as hereinafter provided in Section D of this Paragraph 9. In addition, each Unit Owner shall be personally liable for all assessments levied by the Association against his Unit during the period he has an Ownership Interest therein, and any Expenses paid or incurred by the Association in connection with the collection or attempted collection thereof, and any assessment and any Expenses not paid within ten (10) days after the same shall become due and payable shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is less, until such time as the same has been paid in full.

D. Priority of Association's Lien. The lien provided for in Section B of this Paragraph 9 shall take priority over any lien or encumbrance subsequently arising or created,



except liens for real estate taxes and assessments and liens of first mortgages which have been theretofore filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by the President thereof pursuant to authority given to him by the Board. In any such foreclosure action, the Unit Owner of the Unit affected shall be required to pay a reasonable rental for such Unit during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become the purchaser at the foreclosure sale, and the Association shall be entitled to recover (and the liens provided for in Section B of this Paragraph 9 shall secure) all attorneys' fees, expenses and costs in prosecuting any such foreclosure action and/or taking any other steps taken to collect any unpaid assessment.

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

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

G. Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of an Ownership Interest in a Unit, other than by deed in lieu of foreclosure, the grantee of the Ownership Interest shall be jointly and severally liable with the grantor for all unpaid assessments levied by the Association against such Unit prior to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such prospective grantee shall upon written request be entitled to a statement from the Board setting forth the amount of all unpaid assessments due the Association with respect to the Ownership Interest to be conveyed, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments which became due prior to the date of the making of such request if the same are not set forth in such statement.

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



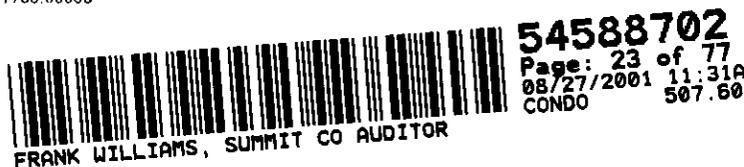
A. Encroachments. If by reason of the construction, repair, restoration, partial or total destruction and rebuilding, or settlement or shifting of any of the Buildings or improvements constituting a part of the Condominium Property, any part of the Common Areas shall encroach upon any part of a Unit, or any part of a Unit shall encroach upon any part of the Common Areas, or any part of a Unit shall encroach upon any part of any other Unit, or if by reason of the design or construction or rebuilding of the utility systems comprised within the Condominium Property any pipes, ducts or conduits serving a Unit shall encroach upon any other Unit, easements in favor of the Unit Owner or Association, as the case may be, for the existence and maintenance of any such encroachment are hereby established; provided, however, in no event shall a valid easement for any encroachment be created in favor of a Unit Owner if such encroachment occurred due to his willful conduct.

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

C. Utility Easements. Easements in favor of the Association through and over the Units and the Limited Common Areas for the purpose of installing, laying, maintaining, repairing and replacing any pipes, wires, ducts, conduits, public utility lines, cable television lines or structural components through the walls of the Units. Easements in favor of Grantor reserved over Parcel No. 1 for the benefit of Parcel No. 2 or any portions thereof to install, use, maintain, repair and replace pipes wires, conduits or other utility lines for the purpose of providing water, storm and sanitary sewer, gas, electric, telephone and television services.

D. Construction Easements. Easements in favor of Grantor reserved over Parcel No. 1 for the benefit of necessary access to construct the Parcel No. 2 Buildings and other improvements on Parcel No. 2 or any portion thereof.

E. Ingress and Egress Easements. Non exclusive easements in favor of all Unit Owners, future Unit Owners, their invitees, licensees and families, for ingress and egress from the Condominium Property to and from the public street known as Greenwood Parkway, and across and upon all roadways now existing or hereafter built on Parcel No. 2 or any portion thereof. Grantor hereby reserves to itself, its successors and assigns, a permanent easement across and upon all roadways now or hereafter existing on the Condominium Property in order that it may have ingress and egress from and to Parcel No. 2 or any portion thereof to and from Greenwood Parkway.



F. Future Easements to Others. Such easements as Grantor, or the Association if the same has been formed, from time to time may hereafter grant to others on behalf of the Condominium Property for utility purposes, including, but not limited to, the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment and television and electrical conduits and wire over, under and along any portion of the Common Areas, provided that it shall be a condition precedent to the use and enjoyment of any such easements that the party or parties to whom such easement is granted and/or the owner or owners of land benefitted thereby shall, at its or their expense, restore the Common Areas to the same condition as existed just prior to the installation of any such utility improvements.

G. Sharing of Expenses. If all or any portion of Parcel No. 2 is not added to the Condominium Property ("Non-Added Property"), and such Non-Added Property is subsequently developed and improved by the construction thereon of dwelling units, then the fair share of the cost and expense of repairing, replacing, relocating, operating and maintaining any roadways, sidewalks, water mains and service connections, storm and sanitary sewer lines, retention basins, if any, ponds and drainage thereto, electric, gas and telephone lines, conduits, and transmission and meter devices, communication cable lines and other television reception devices, and security lines and devices, signage and other utilities (public and/or private) and facilities installed on, in, over or under the Condominium Property and/or Parcel No. 2 and which are utilized in common by the Condominium Property and the Non-Added Property, shall be apportioned among all of the Unit Owners and/or the owner(s) of the Non-Added Property, based on the total number of Units situated within the Condominium Property plus the total number of dwelling units actually constructed on the Non-Added Property (e.g., the total number of condominium units, if the Non-Added Property is submitted to condominium ownership; the total number of residences if the Non-Added Property is improved with single-family residences or zero lot line "fee simple" residences; the total number of rental units if the Non-Added Property is improved with rental units); such fair share of such expenses attributable to the Non-Added Property shall be determined by a fraction, the numerator of which shall be the number of dwelling units constructed on the Non-Added Property and the denominator of which shall be the total number of dwelling units constructed on the Condominium Property and the Non-Added Property. The owner(s) of the Non-Added Property shall remit said share of such expenses to the Association within ten (10) days after being billed by the Association for the cost of the same. The Non-Added Property shall not be chargeable hereunder unless and until the same are improved by the construction thereon of dwelling Units and such dwelling Units utilize the above improvements.

H. Power of Attorney. Each Unit Owner and his respective mortgagees by acceptance of a deed conveying such Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, hereby irrevocably appoints Grantor, or the Association if the same has been formed, his Attorney-in-Fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option of the Attorney, to execute, acknowledge and record for and in the name of such Unit Owner and his mortgagees such easements or other instruments as may be necessary to effect the foregoing. Each grantee of a Unit and each mortgagee in whose favor a mortgage with respect to any Unit is granted shall be subject to and have the benefit of (as the case



may be) each of the easements herein provided in the same manner and to the same extent as though such easements were expressly provided for and fully set forth in the deed of conveyance or mortgage (as the case may be), notwithstanding the omission from such deed of conveyance or mortgage (as the case may be) or reference to such easements.

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

A. Purpose of Property. The Condominium Property shall be used for single family residence purposes and common recreational purposes auxiliary thereto and for no other purposes. A Unit Owner or Occupant may use a portion of his Unit for his office or studio (other than a music studio) provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Unit Owner or Occupant and further provided that such activities shall not involve the personal services of any Unit Owner or Occupant to a customer or other person or client who comes to the Condominium Property. Grantor may use one or more vacant Units (including, without limitation, the Common Areas appurtenant thereto) for business and/or sales purposes, as a model Unit or for any other purpose which will facilitate further development of the Condominium Development and the sale of Units.

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

C. Hazardous Uses and Waste. Nothing shall be done or kept in any Unit or in the Common Areas which will increase the rate of insurance on the Common Areas, or contents thereof, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Areas which will result in the cancellation of insurance on the Common Areas, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Areas.

D. Exterior Surfaces and Visible Areas. Nothing shall be hung or displayed on the exterior of any Unit nor on the interior of any glass nor on any patio or balcony nor shall any sign, awning, canopy, shutter, antenna of any type of other device or ornament be affixed to or placed upon any exterior surface of a Unit, nor shall the painting or stain of any exterior surface be changed unless authorized by the Association and in compliance with Rules of the Association. Further, no draperies or curtains may be placed over any glass without a solid, white color liner facing the exterior.

E. Animals and Pets. No feral pets, animals, livestock or poultry of any kind may be kept in any Unit or in the Common Areas. No dogs shall be permitted outside of any Unit except on a leash not longer than six (6) feet in length, which leash shall at all times be



controlled by the Occupant of the Unit or his representative. The keeping of any pet(s) shall be subject to the Rules including, without limitation, restrictions on the size of pet(s) and the right to levy fines against persons who fail to clean up after their pet(s). The Association may, in its sole discretion, terminate the right of any person to maintain a pet or pets, upon three (3) days' written notice from the Board, if it determines the maintenance of such pet constitutes a nuisance.

F. Nuisances. No noxious or offensive activity shall be carried on in any Unit or in the Common Areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to any of the Unit Owners or Occupants.

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

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

I. Lounging or Storage in Common Areas. There shall be no playing, lounging or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs of any kind in any part of the Common Areas not within the bounds of a Unit except in accordance with the Rules and except that balcony, deck and patio areas may be used for their intended purposes.

J. Prohibited Activities. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, shall be conducted, maintained, or permitted on any part of the Condominium Property except as provided in Section A of this Paragraph 11, nor shall any "For Sale" or "For Rent" signs or other displays or advertising be maintained or permitted on any part of the Condominium Property, except that (i) the right is reserved by Grantor to place signs in the Common Areas and on any unsold or unoccupied Units advertising sale or rent of Units by Grantor, and (ii) the right is hereby given the Association or its representatives to place "For Sale" or "For Rent" signs on any Unit or on the Condominium Property, for the purpose of facilitating the disposal of Units by any Unit Owner, mortgagee or the Association.

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

L. Parking. All automobiles and other motorized vehicles and all trailers, boats and other property must be parked or stored (other than temporary parking or storage as



approved by the Association) in a garage. Vehicles such as recreational vehicles which are too large to park in a garage must be stored at some place other than the Condominium Property. The Association may issue such Rules as it determines relative to parking and storage (including temporary parking and storage) of vehicles, trailers, boats and other property and may enforce such regulations including, without limitation, the levying of fines and having such vehicles, trailers, boats or other property towed or removed.

M. Open Fires. No open fires shall be permitted on any part of the Condominium Property other than fires in charcoal grills or similar cooking devices the location of which may be restricted to areas designated by the Rules.

N. Cross-Country Vehicles Prohibited. The use of cross-country vehicles such as motor bikes, jeeps and/or snow mobiles is prohibited in the Condominium Property save and except wheeled vehicles may be used on the roads of the Condominium Property solely for purposes of ingress and egress. This provision shall not apply to vehicles performing snow clearing operations.

O. Satellite Dish and Antenna. Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside railing or walls of a Building and no sign, awning, canopy, shutter, antenna or satellite dish shall be affixed to or placed upon the exterior walls or roof or any part thereof, or exposed on, at or from any door or window, without the prior written consent of the Board. Notwithstanding the foregoing, the Unit Owner may install a satellite dish (not to exceed eighteen inches in diameter) or television antenna within a Limited Common Area, so long as such installation conforms in all respects to the design, construction, installation, location, maintenance, and any other reasonable criteria established by the Board and so long as a central satellite, for use by all Unit Owners, has not been installed at the Condominium Property. The Board shall determine, in its sole discretion, whether or not the Unit Owner meets such criteria. The criteria shall not cause the Unit Owner to incur unreasonable installation, maintenance or usage costs, nor shall the criteria cause unreasonable interference with a broadcast signal.

P. Ice Melting Compounds. Due to the possible damage to concrete roads no Unit Owner may use salt or other chemical compounds for the purpose of melting snow or ice without first obtaining the approval of the Association.

## 12. Insurance and Reconstruction.

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

- (i) All insurable improvements comprising the Common Areas and all personal property as may be owned by the Association shall be insured by the Association in an amount equal to the



full insurable replacement value thereof, exclusive of excavation and foundations. Such coverage shall afford protection against the following:

- (a) loss or damage by fire and other hazards covered by standard extended coverage endorsement; and
- (b) such other risks as from time to time customarily shall be covered with respect to buildings similar to the Buildings in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, subject to such deductible amounts not in excess of \$1,000.00 as the Board shall determine. The policy or policies providing such coverage (hereinafter called "Casualty Insurance") shall provide that notwithstanding any provision thereof which gives the carrier an option to restore damage in lieu of making a cash settlement therefore, such option shall not be exercisable in the case of removal of the Condominium Property from the provisions of Chapter 5311 as provided for in this Declaration and shall further provide that the coverage thereof shall not be terminated for non-payment of premiums without at least thirty (30) days' written notice to each Unit mortgagee. All Casualty Insurance policies shall be purchased by the Association for the benefit of the Grantor, the Association, the Unit Owners and their respective mortgagees, as their interests may appear, and shall provide (a) for the issuance of certificates of insurance with mortgagee endorsements to the holders of mortgages on the Units, if any, and (b) that the insurer waives its rights of subrogation against Unit Owners, Occupants and the Association. Such Casualty Insurance policies and any endorsements thereto shall be deposited with the Insurance Trustee (as hereinafter defined) who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. All Casualty Insurance policies shall provide that all proceeds payable as a result of casualty losses shall be paid to any bank, as trustee, which is selected by the Association and located in Summit or Cuyahoga County, Ohio, with trust powers and total



**54588702**  
Page: 28 of 77  
08/27/2001 11:31A  
CONDO 507.60  
FRANK WILLIAMS, SUMMIT CO AUDITOR

assets of more than Fifty Million Dollars (\$50,000,000) (herein referred to as the "Insurance Trustee"). The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Grantor, the Association, the Unit Owners, and their respective mortgagees.

- (ii) The Association shall insure itself, the members of the Board, the Unit Owners and the Occupants against liability for personal injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from or relating to the Common Areas, including without limitation, water damage, legal liability, hired automobile, non-owner automobile and off-premises employee coverage, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000) in respect to personal injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000) in respect to any one occurrence, and to the limit of not less than Five Hundred Thousand Dollars (\$500,000) in respect to damage to or destruction of property arising out of any one accident. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner. In the event the insurance effected by the Association on behalf of the Unit Owners and Occupants against liability for personal injury or property damage arising from or relating to the Common Areas shall, for any reason, not fully cover any such liability, the amount of any deficit shall be a Common Expense to the Unit Owners, and any Unit Owner who shall have paid all or any portion of such deficiency in an amount exceeding his proportionate share thereof based on his percentage of interest in the Common Areas shall have a right of contribution from the other Unit Owners according to their respective percentages of interest in the Common Areas.



- (iii) Premiums upon insurance policies purchased by the Association shall be paid by the Association at least thirty (30) days prior to the expiration date of such policies and shall be assessed as Common Expenses.
- (iv) Any Unit Owner or Occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit Owner or Occupant may determine, subject to the provisions hereof, and provided that no Unit Owner or Occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association.

In the event any Unit Owner or Occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit Owner who acquired or whose Occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit Owner or Occupant may obtain insurance against liability for event occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements within a Unit owned by the Unit Owner or Occupant provided the latter is limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments." All such insurance separately carried shall contain a waiver of subrogation by the carrier as to Grantor, the Association, its Board and officers and all other Unit Owners and Occupants.

- (v) The Association may purchase and maintain contractual liability insurance, trustees' and officers' liability insurance, boiler insurance, and such other insurance as the Association may determine.

**B. Responsibility for Reconstruction or Repair.**

- (i) If any portion of the Common Areas shall be damaged by perils covered by the Casualty Insurance, the Association shall cause such damaged portion to be promptly reconstructed or repaired to the extent of the funds made available to the Insurance Trustee, as hereinafter provided, and any such reconstruction or repair shall be substantially in



accordance with the Drawings; provided, however, if such damage renders one-half or more of the Units then comprised within the Condominium Property untenable, the Unit Owners may, by the vote of those entitled to exercise not less than 75% of the voting power, elect not to reconstruct or repair such damaged part at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date the insurance loss has not been finally adjusted, then within thirty (30) days after such final adjustment. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Unit Owner. In the event of any such sale or a sale of the Condominium Property after such election by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Areas. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged.

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

C. Procedure for Reconstruction or Repair.

- (i) Immediately after a casualty causing damage to any portion of the Common Areas, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board deems necessary.
- (ii) If the proceeds of the Casualty Insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any), one or more special assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs, and the proceeds of such special assessments shall be deposited with the Insurance Trustee.



- (iii) The proceeds of the Casualty Insurance referred to in Subsection (i) of Section A of this Paragraph 12 and the sums deposited with the Insurance Trustee by the Association from collections of special assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be held by the Insurance Trustee and shall be applied by the Insurance Trustee to the payment of the cost of reconstruction and repair of the Common Areas from time to time in any calendar month. Said Trustee shall make such payments upon the written request of the Association, accompanied by a certificate, dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Association and by an architect in charge of the work, who shall be selected by the Association, setting forth (1) that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials, and that the sum requested does not exceed the value of the services and materials described in the certificate, (2) that except for the amount stated in such certificate to be due as aforesaid and for work subsequently performed, there is no outstanding indebtedness known to the person signing such certificate after due inquiry which might become the basis of a vendor's, mechanic's, materialmen's or similar lien arising from such work, and (3) that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining in the hands of the Insurance Trustee after the payment of the sum so requested. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in any construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be disbursed to the Association.
- (iv) The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association,



upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

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

13. Rehabilitation of Existing Buildings, Structures and Other Improvements. The Association may, by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power, determine that the Condominium Property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a Common Expense.

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

15. Sale of Condominium Property. The Unit Owners by unanimous vote may elect to sell the Condominium Property as a whole. Upon such action, it shall become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale. If the Condominium Property is sold, the proceeds of sale shall be received and held by the Association in trust for the benefit of the Unit Owners and their respective mortgagees as their respective interests may appear, and such proceeds shall be disbursed as soon as possible to satisfy first mortgage liens, unpaid assessments and other liens and encumbrances, with the balance to be distributed to the Unit Owners, in accordance with their interest in the Common Areas of the Condominium Property.

16. Additions to Condominium Property.

A. General Right to Expand Condominium and Amend Declaration. Grantor contemplates constructing certain residential structures and other improvements (being hereinbefore defined as "Parcel No. 2 Buildings") on Parcel No. 2 or portions thereof presently owned by Grantor, said improvements to be similar to the residential structures and other improvements constructed on Parcel No. 1 (being hereinbefore defined as "Parcel No. 1 Buildings"),



and submitting said Parcel No. 2 or portions thereof together with Parcel No. 2 Buildings and all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners, to the provisions of this Declaration and Chapter 5311, so that the same will become in all respects part of the Condominium Property. Grantor hereby reserves the right at any time and from time to time as Grantor determines, within a period of seven (7) years commencing on the date this Declaration is filed for record, (i) to submit Parcel No. 2 or portions thereof, together with Parcel No. 2 Buildings constructed or to be constructed thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners, to the provisions of this Declaration and Chapter 5311, and (ii) to amend this Declaration, in the manner provided in Paragraph 16 hereof, in such respects as Grantor may deem advisable in order to effectuate such submission or submissions, including, without limiting the generality of the foregoing, the right to amend this Declaration so as (a) to include Parcel No. 2 or portions thereof and the improvements constructed or to be constructed thereon as part of the Condominium Property, (b) to include descriptions of Parcel No. 2 or portions thereof in this Declaration, (c) to add Drawings to Exhibit B of Buildings which will have an interest in the Common Areas of the Condominium Property, and (d) to amend Paragraph 6, Section B hereof so as to establish the percentage of interest in the Common Areas which all Units Owners will have at the time of such amendment or amendments, which percentage shall be, with respect to each Unit, in the proportion which the square feet of Living Space of each Unit at the date said amendment is filed for record bears to the then aggregate square feet of the Living Space of all the Units within the Condominium Property, which determination shall be made by Grantor and shall be conclusive and binding upon all Unit Owners. Grantor, on its own behalf as the owner of all Units in the Condominium Property and on behalf of all subsequent Unit Owners, hereby consents and approves, and each Unit Owner and his mortgagees by acceptance of a deed conveying such Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, thereby consents to and approves, the provisions of this Paragraph 15, including, without limiting the generality of the foregoing, the amendment of this Declaration by Grantor in the manner provided in Paragraph 16 hereof, and all such Unit Owners and their mortgagees, upon request of Grantor, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Grantor to be necessary or proper to effectuate said provisions.

B. Statements and Reservations of Grantor. Grantor makes the following statements and reserves the following rights with respect to expansion of the Condominium Property:

- (i) There are no circumstances that will terminate the Grantor's right to expand the Condominium Development. Further, this right may be renewed for an additional seven (7) year period if renewed at least six months prior to the expiration of the original seven (7) year term, provided such renewal shall be with the consent of a majority of the Unit Owners other than Grantor.



- (ii) There are no limitations as to the amount of Parcel No. 2 that may be added at any one time or from time to time. Such additions may be made of any portion of Parcel No. 2 at various times and from time to time.
- (iii) There are no limitations as to the location of any improvements that may be made on Parcel No. 2. Improvements may include, but are not limited to sewers, utility lines, lakes, drives, roads and landscaping as may be necessary or desirable to serve any portion of Parcel No. 2, as well as Buildings. However, the Buildings constructed on Parcel No. 1 and Parcel No. 2 shall not contain in the aggregate more than seventy-eight (78) Units.
- (iv) All Units constructed on Parcel No. 2 shall be used for private residential purposes as defined by this Declaration.
- (v) All Buildings constructed on Parcel No. 2 will be compatible with the Buildings on the Condominium Property in terms of quality of construction. However, there are no limitations as to the principal materials used in or architectural style of or as to the types of Buildings that may be built on Parcel No. 2.
- (vi) The Grantor reserves the right to create Limited Common Areas within the portions of Parcel No. 2 added to the Condominium Property. There is no limitation as to the type, size or maximum number of such Limited Common Areas.

17. Amendment of Declaration. Each Unit Owner and his respective mortgagees by acceptance of a deed conveying such Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, hereby irrevocably appoints Grantor as his Attorney-in-Fact, coupled with an interest, with full power of substitution, and authorizes, directs and empowers such Attorney, at the option of the Attorney in the event that Grantor exercises the rights reserved in Paragraph 15 hereof to add to the Condominium Property as therein provided, to execute, acknowledge and record for and in the name of such Unit Owner an amendment or amendments of this Declaration for such purpose, and for and in the name of such respective mortgagees, a consent to such amendment or amendments. This Declaration shall be amended upon the filing for record with the Recorder of Summit County of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by the number of Unit Owners having such aggregate interest in the Common Areas as may be required by Chapter 5311 of the Ohio Revised Code, or in the case of an amendment for the purpose of adding to the Condominium Property pursuant to Paragraph 15 hereof, by the President and Secretary of Grantor acting as Attorney-in-Fact for the Unit Owners and their mortgagees as



above provided. Such amendment must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and its attached exhibits are recorded. Except as hereinabove provided with respect to amendments for the purpose of making additions to the Condominium Property as provided in Paragraph 15 hereof, no amendment shall have any effect, however, upon Grantor, the rights of Grantor under this Declaration and upon the rights of bona fide mortgagees until the written consent of Grantor and/or such mortgagees to such amendment has been secured. Such consents shall be retained by the Secretary of the Association or the Grantor, as the case may be, and his certification in the instrument of amendment as to the consent or non-consent of Grantor and the names of the consenting and nonconsenting mortgagees of the various Units may be relied upon by all persons for all purposes.

Prior to the formation of the Association, Grantor shall have the right and power, and after the formation of the Association either the Grantor or the Board shall each have the right and power, to record a special amendment ("Special Amendment") to this Declaration at any time, and from time to time, which amends this Declaration (1) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, Mortgage Guaranty Insurance Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, or (2) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Ownership Interests, or (3) to bring this Declaration into compliance with the Act, or (4) to correct clerical or typographical errors or obvious factual errors or inconsistencies in this Declaration or in any exhibit hereto or in any supplement or amendment hereto, or (5) to correct obvious factual errors or inconsistencies between the Declaration and any exhibit thereto and other documents governing the Condominium Development, the correction of which would not materially impair the interest of any Unit Owner or mortgagee, or (6) to comply with the underwriting requirements of insurance companies providing casualty insurance, liability insurance and other insurance coverages for the Condominium Development, or (7) to bring any provision hereof into compliance with the provisions of any applicable governmental statute, ordinance, rule or regulation (including any conditions imposed by governmental authorities in connection with approvals of the Condominium Development) or any judicial determination, or (8) to enable a title insurance company to issue title insurance with respect to the Condominium Development or any portion thereof. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Grantor and/or to the Board to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of the Grantor and/or to the Board to vote in favor of, or make and record Special Amendments.



18. Compliance and Non-Monetary Default.

A Enforcement. In the event of a violation by any Unit Owner or any tenant of a Unit Owner (other than the nonpayment of Common Assessments or other charge, which is governed by Paragraph 9 of this Declaration) of any of the provisions of this Declaration, the Bylaws or the Rules, the Association shall notify the Unit Owner and any tenant or other Occupant of the violation, by written notice. If such violation is not cured as soon as is reasonably practical and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, or if the Unit Owner or tenant or other Occupant fails to commence and diligently proceed to completely cure such violation as soon as is reasonably practical within seven (7) days after written demand by the Association, or if any similar violation is thereafter repeated, the Association may, at its option:

- (i) Impose a fine against the Unit Owner or tenant or other Occupant as provided in Section B of this Paragraph; and/or
- (ii) Commence an action to enforce performance on the part of the Unit Owner or tenant or other Occupant, and to require the Unit Owner to correct such failure, or for such other relief as may be necessary under the circumstances, including injunctive relief; and/or
- (iii) The Association may itself perform any act or work required to correct such failure and, either prior to or after doing so, may charge the Unit Owner with all reasonable costs incurred or to be incurred by the Association in connection therewith, plus a service fee equal to twenty percent (20%) of such costs. In connection with the foregoing, the Association may perform any maintenance or repairs required to be performed, may remove any change, alteration, addition or improvement which is unauthorized or not maintained in accordance with the provisions of this Declaration, and may take any and all other action reasonably necessary to correct the applicable failure; and/or
- (iv) Commence an action to recover damages.

B. Fines. The amount of any fine shall be a reasonable amount as determined by the Board. Prior to imposing any fine, the Unit Owner or tenant or other Occupant shall be afforded an opportunity for a hearing after reasonable notice to the Unit Owner or tenant or other Occupant of not less than 14 days, which notice shall include (1) a statement of the date, time and place of the hearing, (2) a statement of the provisions of this Declaration, Bylaws or Rules which have allegedly been violated, and (3) a short and plain statement of the matters asserted by the



Association. The Unit Owner or tenant or other Occupant shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. At the hearing, the Board shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if the Board so determines, it may impose such fine as it deems appropriate by written notice to the Unit Owner or tenant or other Occupant. If the Unit Owner or tenant or other Occupant fails to attend the hearing as set by the Board, the Unit Owner or tenant or other Occupant shall be deemed to have admitted the allegations contained in the notice to the Unit Owner or tenant or other Occupant. Any fine imposed by the Board shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is timely requested within ten (10) days after written notice of the decision of the Board at the hearing. Any fine levied against a Unit Owner shall be deemed a Common Expense and if not paid when due all of the provisions of this Declaration relating to the late payment of Common Expenses shall be applicable except as otherwise provided by the Act. If any fine is levied against a tenant or other Occupant and is not paid within ten (10) days after same is due, the Association shall have the right to evict the tenant or other Occupant as hereinafter provided.

C. Negligence. A Unit Owner shall be liable and may be charged by the Association for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances or of the Common Areas.

D. Responsibility of Unit Owner for Tenants. Each Unit Owner shall be responsible for the acts and omissions, whether negligent or willful, of any tenant of his Unit, and for all employees, agents and invitees of the Unit Owner or any such tenant, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Condominium Property, or any liability to the Association, the Unit Owner shall be charged for same, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, the Bylaws or any Rule, by any tenant of any Unit, or any employees, agents or invitees of a Unit Owner or any tenant of a Unit, shall also be deemed a violation by the Unit Owner, and shall subject the Unit Owner to the same liability as if such violation was that of the Unit Owner.

E. Costs and Professional's, Attorney's and Paralegal's Fees. In any legal proceedings commenced by the Association to enforce this Declaration, the Bylaws, and/or the Rules, as said documents may be amended from time to time, the Association shall be entitled to recover the costs of the proceeding and reasonable professional's, attorney's and paralegal's fees. Any such cost or professional's, attorney's and paralegal's fees awarded to the Association in connection with any action against any Unit Owner shall be charged to the Unit Owner.



F. No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or any other provision of this Declaration, the Bylaws, or the Rules, as the said documents may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

G. Involuntary Sale. If any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit) shall violate any covenants or provisions contained in this Declaration or in the Bylaws or in the Rules, and such violation shall continue for thirty (30) days after notice in writing from the Association, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Association, the Association shall have the right, upon the giving of at least ten (10) days' prior written notice, to terminate the rights of such Unit Owner or Occupant to continue as a Unit Owner or Occupant and to continue to occupy, use or control his Unit. Thereupon a legal action may be filed by the Association against such Unit Owner or Occupant for a decree of mandatory injunction against said Unit Owner or Occupant, or for a decree declaring the termination of the right of such Unit Owner or Occupant to occupy, use or control the Unit owned or occupied by him and ordering that all the right, title and interest of the Unit Owner or Occupant in his Ownership Interest or interest therein shall be sold (subject to any liens and encumbrances thereon) at a judicial sale upon such notice and terms as the court shall establish, except that the court may be requested to enjoin and restrain such Unit Owner or Occupant from reacquiring his Ownership Interest at such judicial sale. The Association, however, may acquire said Ownership Interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, receiver's fees, reasonable attorneys' fees and all other expenses of the proceedings, and all such items shall be taxed against such Unit Owner or Occupant in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments owing to the Association or any liens required to be discharged, shall be paid to the Unit Owner or Occupant. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a conveyance of the Ownership Interest or interest therein and to immediate possession of the Unit so conveyed, and may apply to the court for a writ for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in such Ownership Interest or interest therein subject to this Declaration.

19. Sale, Leasing or Other Alienation.

A. Unit Owner's Right of Transfer. The Association shall have no right of first refusal with respect to the purchase or lease of a Unit, and a Unit Owner shall be able to transfer his Unit freely by sale, gift, devise, lease or otherwise without restriction except as provided in Section B of this Paragraph 18.

B. Unit Owner's Right to Lease Unit. Any Unit Owner shall have the right to lease all (but not less than all) of his Unit upon such terms and conditions as the Unit Owner may deem advisable, except that no Unit shall be leased or subleased for transient or hotel purposes, which includes but is not limited to, what is considered "extended stay" type accommodations,



executive rentals or similar rental purposes; no Unit shall be leased or subleased to more than two (2) unrelated people; and no Unit shall be leased or subleased for a lease term of less than six (6) months. Any lease or sublease of a Unit for a period of less than six (6) months shall be deemed to be a lease or sublease for transient or hotel purposes. All leases or subleases of a Unit shall be in writing and shall provide: (a) that the lease or sublease shall be subject to the terms of this Declaration, the Bylaws and Rules and that any failure of a lessee to comply with the terms of this Declaration, the Bylaws and Rules shall be a default under the lease or sublease; and (b) that the Association shall have the right to require the Unit Owner to deposit with the Association such an amount not less than two (2) month's rent as security to provide funds for repairs and to assure compliance with this Declaration, the Bylaws and Rules. The limitations with respect to the leasing of Units shall not apply to the (a) Grantor; or (b) a first mortgagee of a Unit in connection with a mortgage foreclosure (or acceptance of a deed in lieu of foreclosure).

In the event that the lessee, Occupant or person living with the lessee violates a provision of the Declaration, Bylaws, or rules and regulations adopted by the Board, the Board shall have the power to bring an action or suit against the lessee or the Unit Owner to recover sums due for damages and/or to bring an action for injunctive relief. The Board shall also have all of the remedies available to a Unit Owner/landlord upon the breach or default of the lease agreement by the lessee.

C. Names of Owners and Occupants of Units. To enable the Association to maintain accurate records of the names, addresses and phone numbers of Unit Owners and other Occupants of Units, each Unit Owner agrees to notify the Association in writing, within five (5) days after such Unit Owner's Unit has been transferred or leased to another person. In addition, each Unit Owner agrees to provide to a purchaser or lessee of such Unit Owner's Unit a copy of this Declaration (including amendments thereto), the Bylaws (including amendments thereto), the Rules and other relevant documents.

D. Association Making Available Condominium Documents and Financial Information. The Association shall make available to Unit Owners, lenders and holders and insurers of first mortgages on any Unit, current copies of this Declaration, the Bylaws, Rules and other books, records and financial records of the Association. The Association shall also make available to prospective purchasers current copies of the Declaration, Bylaws, Rules, and the most recent annual statement, if such is prepared. "Available" shall at least mean available for inspection upon request, during normal business hours or under other reasonable circumstances. Upon written request by any agency or corporation who makes, purchases, sells, insures or guarantees mortgages on Units, the Association shall prepare and furnish within a reasonable time a financial statement of the Association for the immediately preceding year. The Association shall have the right to impose a reasonable fee to defray the cost of copying such information.



20. Condemnation.

A. If the entire Condominium Property is taken by eminent domain or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium Property shall terminate. The condemnation award shall be apportioned among the Unit Owners in accordance with their respective percentage interests in the Common Areas. The Association shall as soon as practicable determine the share of the condemnation award to which each Unit Owner is entitled and each such share shall be paid into separate accounts and disbursed as soon as practicable to the Unit Owners entitled to same. No Unit Owner, however, shall receive any portion of his share of such award until all liens and encumbrances on his Unit have been paid, released or discharged.

B. If less than the entire Condominium Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium Property hereunder shall not terminate. Each Unit Owner shall be entitled to a share of the condemnation award to be determined in the following manner: as soon as practicable the Association shall, reasonably and in good faith, allocate the condemnation award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Unit Owners, as follows: (1) the total amount allocated to taking of or injury to the Common Areas shall be apportioned among Unit Owners in proportion to their respective percentages of interest in the Common Areas; (2) the total amount allocated to severance damages shall be apportioned to those Units which were not taken or condemned; (3) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements a Unit Owner has made within his own Unit shall be apportioned to the particular Unit involved, and (4) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable under the circumstances. If an allocation of the condemnation award is already established in negotiation, judicial decree, or otherwise, then in allocating the condemnation award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made by checks payable jointly to the respective Unit Owners and their respective first mortgagees.

C. If a partial taking results in the taking of a complete Unit, the Unit Owner thereof automatically shall cease to be a member of the Association. Thereafter the Board shall reallocate the ownership, voting rights, assessment ratio and other rights determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall file an amendment of this Declaration evidencing such reallocation, which amendment need only be approved by the Board and by all Unit Owners whose percentage interests in the Common Areas are affected.

D. The payment of funds by the condemning authority pursuant to this Paragraph and any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Paragraph 12 hereof (Insurance and Reconstruction).



E. Each Unit Owner and his respective mortgagee by acceptance of a deed conveying such Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, thereby irrevocably appoints the Association his attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney, at the option of the attorney, to carry out the provisions of this Paragraph.

F. The holder, insurer or guarantor of a first mortgage on a Unit shall receive timely written notice of any condemnation that affects either a material portion of the Condominium Development or the Unit securing its mortgage.

21. Miscellaneous Provisions.

A. Grantor's Rights Pending Sale of Units. Until such time as the earlier of five (5) years after the date of the establishment of the Association or thirty (30) days after Grantor shall have consummated the sale of Units representing, in the aggregate, 75% or more of the undivided Ownership Interests in the Common Areas of the Condominium Development (at which time the Unit Owners will be entitled to elect the entire Board), Grantor shall exercise the powers, rights, duties and functions of the Association and the Board, including, without limitation, the power to determine the amount of, and to levy special assessments and assessments for Common Expenses.

B. Default by Unit Owner. The holder of any first mortgage encumbering a Unit in respect of which the Unit Owner shall be in default for a period of sixty (60) days in the performance of his obligations under this Declaration, the Bylaws and/or the Rules shall be provided with notice of said default by the Association. Within sixty (60) days after receiving said notice from the Association, the holder of the mortgage encumbering said Unit may (but shall not be obligated to do so) cure said default. If, however, said default is not curable within said sixty (60) day period by reason of delay(s) beyond the reasonable control of said mortgagee, then, providing said mortgagee has commenced to cure said default within said sixty (60) day period and has continued thereafter with due diligence to complete the curing of said default, the time within which said mortgagee shall be permitted to cure said default shall be extended for a period co-extensive with said delay(s).

C. Statement of Default. A first mortgagee, upon written request to the Board, shall be given a written statement by the Board of the number of Unit Owners who are more than one (1) month delinquent in the payment of monthly Common Expenses at the time said written request is received by the Board.

D. Compliance with Mortgage Insurance Regulations. In general, and in order to facilitate the marketability of the Units, the Board shall comply, to the best of its ability, with requests by first mortgagees for information required by insurance or other regulations of the Federal Home Loan Bank Board, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance



Corporation, the Department of Housing and Urban Development, the Federal Housing Corporation and the Veteran's Administration (or other private mortgage insurance company), or required by any other secondary mortgage market lender, or by any governmental insurer or guarantor of the first mortgage of any Unit.

E. Notices to Mortgagees. Upon written request to the Association, each mortgagee shall have the right to receive notices of all meetings of the Association and to designate a representative to attend any such meeting. Furthermore, upon written request to the Association, the holder, insurer or guarantor of a first mortgage on a Unit shall receive timely written notice from the Association of: (1) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; (2) any condemnation or casualty loss that affects either a material portion of the Condominium Development or the Unit securing its mortgage; and (3) any proposed action that requires the consent of a specified percentage of first mortgage holders.

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

G. Termination. Upon the removal of the Condominium Property from the provisions of Chapter 5311, all easements, covenants and other rights, benefits, privileges, impositions and obligations declared herein to run with the land or any Ownership Interest or interest therein shall terminate and be of no further force or effect.

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

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

J. Time Limits. If any of the privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until



**54588702**  
Page: 43 of 77  
08/27/2001 11:31A  
CONDO 507.60

FRANK WILLIAMS, SUMMIT CO AUDITOR

twenty-one (21) years after the death of the survivor of the now living descendants of George W. Bush, President of the United States of America, and William Jefferson Clinton, former President of the United States of America.

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

L. Service of Notices on the Board. Notices required to be given to the Board or the Association may be delivered to any two (2) members of the Board or to the President of the Association, either personally or by certified mail, with postage prepaid, addressed to such members or officer at his Unit.

M. Headings. The heading to each Paragraph and each Section hereof is inserted only as a matter of convenience for reference and in no way defines, limits or describes the scope or intent of this Declaration nor in any way affects this Declaration.

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

O. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

IN WITNESS WHEREOF, the said GREENWOOD TRADING CORPORATION has caused this instrument to be executed by its President and its Vice President this 22<sup>ND</sup> day of AUGUST, 2001.

Signed and Acknowledged  
in the presence of:

Helen E. Schmelter  
HELEN E. SCHMELTER

Laura E. Kohn  
LAURA E. KOHN

GREENWOOD TRADING CORPORATION  
("Grantor")

By Robert J. Hill  
President

And R. J. Johnson  
Vice President

ACKNOWLEDGMENT

STATE OF OHIO            )  
                                  ) SS:  
COUNTY OF SUMMIT    )

Before me, a Notary Public in and for said State and County, personally appeared the above-named Greenwood Trading Corporation, an Ohio corporation, by Robert J. Vitt, its President, and ROBERT O JACKSON, its Vice President, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said Corporation and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at TWINSBURG, OHIO, this 22nd day of AUGUST, 2001.

Robert J. Erickson  
Notary Public

ROBERT J. ERICKSON  
NOTARY PUBLIC  
My Commission Expires April 2, 2003



**54588702**  
Page: 45 of 77  
08/27/2001 11:31A  
CONDO 507.60

FRANK WILLIAMS, SUMMIT CO AUDITOR

BYLAWS  
OF  
THE GREENWOOD HIGHLANDS CONDOMINIUM ASSOCIATION, INC.

EXHIBIT A

This instrument prepared by:

Stuart A. Laven, Esq.  
Ulmer & Berne LLP  
Penton Media Building  
1300 East Ninth Street, Suite 900  
Cleveland, Ohio 44114-1583

APPROVED AS TO FORM  
*Sil J.R.*  
Assistant Prosecuting Attorney  
Summit County, Ohio

Doc#: 1092074 3 11786.00008



FRANK WILLIAMS, SUMMIT CO AUDITOR

**54588702**  
Page: 46 of 77  
08/27/2001 11:31A  
CONDO 507.60

## TABLE OF CONTENTS

<u>HEADING</u>	<u>PAGE</u>
I. The Association	4
1. Name and Nature of Association	4
2. Definitions	4
3. Membership	4
4. Voting Rights	4
5. Proxies	4
6. Meetings of Members	5
A. Annual Meeting	5
B. Special Meeting	5
C. Notices of Meetings	5
D. Quorum; Adjournment	5
E. Order of Business	6
7. Actions Without a Meeting	6
II. Board of Trustees	6
1. Establishment of the Board	6
2. Number and Qualification	7
3. Election of Board; Vacancies	7
4. Term of Office; Resignations	7
5. Organization Meeting	7
6. Regular Meetings	7
7. Special Meetings	8
8. Quorum; Adjournment	8
9. Powers and Duties	8
10. Removal of Members of Board	9
11. Fidelity Bonds	9
12. Compensation	9
III. OFFICERS	9
1. Election and Designation of Officers	9
2. Term of Office; Vacancies	9
3. President	9



4.	Vice President	10
5.	Secretary	10
6.	Treasurer	10
7.	Other officers	10
8.	Delegation of Authority and Duties	10
9.	No Compensation to Officers	10
IV.	GENERAL POWERS OF THE ASSOCIATION	10
1.	Common Expenses	10
	A. Utility Service for Common Areas	10
	B. Casualty Insurance	11
	C. Liability Insurance	11
	D. Workers' Compensation	11
	E. Wages and Fees for Services	11
	F. Care of Common Areas	11
	G. Additional Expenses	11
	H. Discharge of Mechanic's Liens	11
	I. Certain Maintenance of Units	11
2.	Association's Right to Enter Units	12
3.	Capital Additions and Improvements	12
4.	Rules and Regulations	12
5.	Special Services	12
6.	Delegation of Duties	13
7.	No Active Business to be Conducted	
	For Profit	13
8.	Applicable Laws	13
V.	FINANCES OF ASSOCIATION	13
1.	Preparation of Estimated Budget	13
2.	Reserve for Contingencies and Replacements	14
3.	Budget for First Year	14
4.	Failure to Prepare Annual Budget	14
5.	Books and Records of Association	14
6.	Status of Funds Collected by Association	14
7.	Annual Audit	15
8.	Security Deposits from Certain Unit Owners	15



VI.	GENERAL PROVISIONS	15
1.	Indemnification of Board Members and Officers	15
2.	Amendments	16
3.	Definition	16
4.	Gender and Grammar	16
5.	Captions	16
6.	Perpetuities and Restraints on Alienation	17

 **54588702**  
Page: 49 of 77  
08/27/2001 11:31A  
CONDO 507.60  
FRANK WILLIAMS, SUMMIT CO AUDITOR

BYLAWS  
OF  
THE GREENWOOD HIGHLANDS CONDOMINIUM  
ASSOCIATION, INC.

The purpose of these Bylaws is to provide for the establishment of a Unit Owners' Association for the government of the Condominium Property in the manner provided for in the Declaration and by these Bylaws. All present or future owners or any other person who may reside in or use the facilities of the Condominium Property, in any manner, shall be subject to all the provisions of the Declaration and these Bylaws now in existence or hereafter adopted. Any acquisition, rental, use or occupancy of any of the Units in the Condominium Property constitutes acceptance and ratification of the Declaration and these Bylaws and any rules or regulations adopted thereunder.

ARTICLE I  
THE ASSOCIATION

Section 1. Name and Nature of Association. The Association shall be an Ohio non-profit corporation and shall be called "The Greenwood Highlands Condominium Association, Inc."

Section 2. Definitions. All terms used herein shall have the same meaning as used in the Declaration of Condominium Ownership for The Greenwood Highlands Condominiums, as the same may be amended (the "Declaration").

Section 3. Membership. Each Unit Owner, upon acquisition of an Ownership Interest in a Unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such Unit Owner of his Ownership Interest, at which time the new Unit Owner shall automatically become a member of the Association.

Section 4. Voting Rights. Each member owning the entire Ownership Interest in a Unit shall be entitled to exercise that percentage of the total voting power of the Association which is equivalent to the percentage of interest of such member's Unit in the Common Areas. If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in the Ownership Interest in a Unit, each shall be entitled to exercise such proportion of the voting power for such Unit as shall be equivalent to such person's proportionate interest in the Ownership Interest of such Unit.

Section 5. Proxies. Members may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on his or their behalf shall be made in writing to the Board and shall be revocable at



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

Section 6. Meetings of Members.

A. Annual Meeting. The annual meeting of members of the Association for the election of members of the Board, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at the office of the Association (if any), or at such other place in the Condominium Property or Greenwood Village as may be designated by the Board and specified in the notice of such meeting, at 8:00 o'clock P.M., or at such other place and time as may be designated by the Board and specified in the notice of the meeting. The annual meeting of members of the Association shall be held during the first quarter of each calendar year, commencing in the year following the filing of the Articles of Incorporation of the Association.

B. Special Meeting. Special meetings of the members shall be called upon the written request of the President of the Association or, in case of the President's absence, death or disability, the Vice-President of the Association authorized to exercise the authority of the President; the Board by action at a meeting, or a majority of the members of the Board acting without a meeting; or members entitled to exercise at least twenty-five percent (25%) of the voting power of the Association. Calls for such meetings shall specify the time, place and purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

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

D. Quorum; Adjournment. At any meeting of the members of the Association, the members of the Association entitled to exercise a majority of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, by the Declaration, or by these Bylaws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided further, that the members of the Association entitled to exercise a majority



of the voting power represented at a meeting of members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

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

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

Section 7. Actions Without a Meeting. All actions, except the removal of a Board member, which may be authorized or taken at a meeting of the members may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, all of the members who would be entitled to notice of a meeting for such purpose, or such other proportions or number of voting members, not less than a majority, as these Bylaws permit. Any such writing shall be filed with or entered upon the records of the Association.

## ARTICLE II

### BOARD OF TRUSTEES

Section 1. Establishment of the Board. The Board of Trustees ("Board") initially shall be those three persons named in the Articles of Incorporation of the Association or such other persons as Grantor may substitute from time to time. No later than the time that Units to which twenty-five percent (25%) of the undivided interests in the Common Areas in the Condominium Development appertain have been sold and conveyed by Grantor, the Unit Owners other than Grantor shall meet and elect one additional member of the Board; and no later than the time that Units to which fifty percent (50%) of the undivided interests in the Common Areas in the Condominium Development appertain have been sold and conveyed by Grantor, the Unit Owners other than Grantor shall meet and elect a further additional member of the Board. The Board shall then consist of five (5) members. The percentages mentioned in the preceding sentence shall be computed by comparing the Ownership Interests sold and conveyed to the maximum Ownership Interests which will be created when all of the Condominium Development is included in the Condominium Property.



Within thirty (30) days after the earlier of (a) five years from the date of the establishment of the Association or (b) the sale and conveyance of Units to which seventy-five percent (75%) of the undivided interests in the Common Areas in the Condominium Development appertain, or (c) such earlier time as Grantor may waive its right to appoint Board members, the Association shall meet and all Unit Owners (including Grantor, if Grantor shall own any Units) shall elect all members of the Board. The percentage mentioned in the preceding sentence shall be computed by comparing the Units sold and conveyed to the maximum Units which will be created when all of the Condominium Development is included in the Condominium Property.

Section 2. Number and Qualification. Subject to the provisions of Section 1 of this Article II, the Board shall consist of five persons. Anything herein or in the Declaration to the contrary notwithstanding, any person designated as a member of the Board by Grantor and any person nominated by Grantor for election to the Board need not be a Unit Owner or Occupant to serve on the Board. All other persons nominated or elected to the Board shall be a Unit Owner and Occupant of a Unit or the legal Occupant spouse of a Unit Owner.

Section 3. Election of Board; Vacancies. Subject to the provisions of Section 1 of this Article II, Board members shall be elected at the annual meeting of members of the Association or at a special meeting called for such purpose. At a meeting of members of the Association at which Board members are to be elected, only persons nominated as candidates shall be eligible for election as Board members and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board, however caused, the remaining Board members, though less than a majority of the whole authorized number of Board members, may, by vote of a majority of their number, fill any such vacancy for the unexpired term; provided, however, that a vacancy in the position filled by designation of Grantor shall be filled by a subsequent designation of Grantor.

Section 4. Term of Office; Resignations. Each Board member shall hold office until the next annual meeting of the members of the Association and until his successor is elected, or until his earlier resignation, removal from office or death. Any Board member may resign at any time by oral statement to that effect made at a meeting of the Board or in a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Board member may specify. Members of the Board shall serve without compensation. Subject to the provisions of Section 1 of this Article II, the term of office of the Board members shall be one (1) year.

Section 5. Organization Meeting. Immediately after each annual meeting of the Association, the newly elected Board member shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

Section 6. Regular Meetings. Regular meetings of the Board may be held at such times and place as shall be determined by a majority of the Board, but at least four such meetings shall be held during each fiscal year.



Section 7. Special Meetings. Special meetings of the Board may be held at any time upon call by the President or any two Board Members. Written notice of the time and place of each such meeting shall be given to each Board member either by personal delivery or by mail, telegram or telephone at least two days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any Board member at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting, and such notice may be waived in writing either before or after the holding of such meeting, by any Board member, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular or special meeting.

Section 8. Quorum; Adjournment. A quorum of the Board shall consist of a majority of the Board members then in office; provided that a majority of the Board members present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these Bylaws.

Section 9. Powers and Duties. Except as otherwise provided by law, the Declaration or these Bylaws, all power and authority of the Association shall be exercised by the Board. In carrying out the purposes of the Condominium Property and subject to the limitations prescribed by law, the Declaration or these Bylaws, the Board, for and on behalf of the Association, may:

- A. purchase or otherwise acquire, lease as lessee, hold, use, lease as lessor, sell, exchange, transfer, and dispose of property of any description or any interest therein;
- B. make contracts;
- C. effect insurance;
- D. borrow money, and issue, sell, and pledge notes, bonds and other evidences of indebtedness of the Association;
- E. levy assessments against Unit Owners;
- F. employ a managing agent to perform such duties and services as the Board may authorize;
- G. employ lawyers and accountants to perform such legal and accounting services as the Board may authorize; and



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

Section 10. Removal of Members of Board. At any regular or special meeting of the Association duly called, at which a quorum shall be present, any one or more of the Board members, except Board members, if any, designated by Grantor as provided in Section 1 of this Article II, may be removed with or without cause by the vote of the members of the Association entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, and a successor or successors to such Board member or members so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Board member whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

Section 11. Fidelity Bonds. The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate Fidelity Bonds. The premiums on such bonds shall be paid by the Association and shall be a Common Expense.

Section 12. Compensation. The Board of Trustees shall not receive any salary or compensation for their services, as such, provided nothing herein constrained shall be construed to preclude any Trustee from having dealings with the Association in any other capacity and receiving compensation therefor.

### ARTICLE III

#### OFFICERS

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

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

Section 3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of members of the Association and shall preside at all meetings of the Board. Subject to directions of the Board, the President shall have general executive supervision over the business and affairs of the Association. He may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other



duties as may be determined by the Board or otherwise be provided for in the Declaration or in these Bylaws.

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

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

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

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

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

Section 9. No Compensation to Officers. None of the officers of the Association shall receive compensation for his services as such.

#### ARTICLE IV

##### GENERAL POWERS OF THE ASSOCIATION

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

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



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

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

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

D. Workers' Compensation. Workers' compensation insurance to the extent necessary to comply with any applicable laws;

E. Wages and Fees for Services. The wages and/or fees for services and/or for the maintenance or operation of the Condominium Property, and legal and/or accounting services necessary or proper in the operation of the Condominium Property or the enforcement of the Declaration and these Bylaws and for the organization, operation and enforcement of the rights of the Association.

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

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

H. Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance which may in the opinion of the Association constitute a lien against the Association or against the Common Areas, rather than merely against the interests therein of such Unit Owner responsible for the existence of such lien or encumbrances provided, however, that the Association shall levy a special assessment against such Unit Owner to recover the amount expended in discharging such lien or encumbrance.

I. Certain Maintenance of Units. The cost of the maintenance and repair of the Limited Common Areas and of any Unit, if such maintenance or repair is necessary in the discretion of the Association, to prevent damage to or destruction of any part of the Common Areas, or any



other Unit, and the Unit Owner having the exclusive right to use such Limited Common Areas or owning such Unit requiring such maintenance or repair shall have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said Unit Owner; provided, however, that the Association shall levy a special assessment against such Unit Owner to recover the amount expended for such maintenance or repair.

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

Section 3. Capital Additions and Improvements. Whenever in the judgment of the Board the Common Area shall require additions, alterations, or improvements (as opposed to maintenance, repair and replacement) costing in excess of \$10,000.00 at one time or exceeding an aggregate of \$25,000.00 in any one year, the Board, before making such additions, alterations or improvements, shall have them approved by Unit Owners entitled to exercise not less than a majority of the voting power. Such additions, alterations or improvements costing \$10,000.00 or less may be made by the Board without approval of the Unit owners. The cost of all such additions, alterations, or improvements shall constitute a Common Expense.

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

Section 5. Special Services. The Association may arrange for special services and facilities for the benefit of such Unit Owners and Occupants as may desire to pay for the same, including, without limitation, the cleaning, repair and maintenance of Units and special recreational, educational or medical facilities. The cost of any such special services or facilities shall be determined by the Association and may be charged directly to participating Unit Owners as a special assessment or paid by the Association as a Common Expense, in which case a special assessment shall be levied against such participating Unit Owners to reimburse the Association therefor.

Doc#: 1092074 3

12



**54588702**  
Page: 58 of 77  
08/27/2001 11:31A  
CONDO 507.60

FRANK WILLIAMS, SUMMIT CO AUDITOR

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

Section 7. No Active Business to be Conducted for Profit. Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.

Section 8. Applicable Laws. The Association shall be subject to and governed by the provisions of any statute adopted at any time and applicable to property submitted to the condominium form of ownership (including without limitation, Chapter 5311, Ohio Revised Code); provided, however, that all inconsistencies between or among the permissive provisions of any statute and any provision of the Declaration and these Bylaws, shall be resolved in favor of the Declaration and these Bylaws, and any inconsistencies between any statute applicable to associations formed to administer property submitted to the condominium form of ownership, and the Articles or Bylaws of the Association, shall be resolved in favor of the statute. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or Bylaws of the Association, the terms and provisions of the Declaration shall prevail, and the Unit Owners and all persons claiming under them covenant to vote in favor of such amendments in the Articles or Bylaws as will remove such conflicts or inconsistencies.

## ARTICLE V

### FINANCES OF ASSOCIATION

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

Doc#: 1092074.3



FRANK WILLIAMS, SUMMIT CO AUDITOR

**54588702**  
Page: 59 of 77  
08/27/2001 11:31A  
CONDO 507.60

shortage shall be added according to each Unit Owner's percentage of ownership in the Common Areas to the installments due in the succeeding six months after rendering the accounting.

Section 2. Reserve for Contingencies and Replacements. The Association shall build up and maintain a reasonable reserve for contingencies and extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, which contingencies and expenditures shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Unit Owner's assessment, such extraordinary expenditures shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Areas. The Association shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall be payable with the next regular monthly payment becoming due to the Association not less than ten (10) days after the delivery or mailing of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount.

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

Section 4. Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or deliver to the Unit Owners the annual or adjusted estimate shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the existing monthly rate established for the previous period until the monthly maintenance based on such new annual or adjusted estimate shall have been mailed or delivered.

Section 5. Books and Records of Association. The Association shall keep full and correct books of account and the same shall be open for inspection by a Unit Owner or his representative duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by such Unit Owner. Upon ten (10) days notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

Section 6. Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Unit Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the Unit Owners in proportion to each Unit Owner's percentage ownership in the Common Areas.

Doc#: 1092074 3



FRANK WILLIAMS, SUMMIT CO AUDITOR

54588702  
Page: 60 of 77  
08/27/2001 11:31A  
CONDO 307.60

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

Section 8. Security Deposits from Certain Unit Owners. If in the judgment of the Board the equity of the persons owning the Ownership Interest in any Unit at any time *is* not sufficient to assure payment (whether by foreclosure of the lien in favor of the Association or otherwise) of all assessments, charges or other sums which may be levied by the Association, then whether or not such Unit Owner shall be delinquent in the payment of such levies, the Association shall have the right to require such Unit Owner to pay to the Association a security deposit in an amount which the Board deems necessary for such purposes, provided, however, that such security deposit shall in no event exceed an amount which, when added to such Unit Owner's equity interest in his Unit, will equal twenty-five percent (25%) of the purchase price of the Unit in question. In the event that any Unit Owner shall fail to pay any assessments, charges or other sums which may be due hereunder or shall otherwise violate any covenants, terms and conditions of the Declaration or of these Bylaws, the Association shall have the right, but not the obligation, to apply such security deposit in reduction of its alleged damages resulting from such failure or violation, which right shall be in addition to all other remedies provided for in the Declaration or these Bylaws. Upon any sale by such Unit Owner of his Unit, or at such time as such Unit Owner's equity in his Unit is sufficiently great to dispense with the necessity of such security deposit, any unapplied balance of said security deposit remaining to the credit of said Unit Owner shall be refunded, provided that such Unit Owner shall not be in default under any of his obligations under the Declaration or these Bylaws. Subject to applicable laws, the Association shall have the right to maintain all security deposits held by it as aforesaid in a single bank account and shall not be required to credit interest thereon to any Unit Owner; such interest, if any, to be paid to and retained by the Association. Said security deposit shall at all times be subject and subordinate to the lien in favor of the Association as described in the Declaration and all rights thereto shall inure to the benefit of the lienor.

## ARTICLE VI

### GENERAL PROVISIONS

Section 1. Indemnification of Board Members and Officers. Each Board member and officer of the Association, and each former Board Member and officer of the Association, shall be indemnified by the Association against the costs and expenses reasonably incurred by him in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which he is or may be made a party by reason of his being or having been such Board member or officer of the Association (whether or not he is a Board member or officer at the time of incurring such costs and expenses), except with respect to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for misconduct or negligence in the performance of his duty as such Board member or officer. In case of the settlement of any action, suit or proceeding to which any Board member or officer of the Association, or any former Board member or officer of the

Doc#: 1092074



FRANK WILLIAMS, SUMMIT CO AUDITOR

**54588702**  
Page: 61 of 77  
08/27/2001 11:31A  
CONDO 507.60

Association, is made a party or which may be threatened to be brought against him by reason of his being or having been a Board member or officer of the Association, he shall be indemnified by the Association against the costs and expenses (including the cost of settlement) reasonably incurred by him in connection with such action, suit or proceeding (whether or not he is a Board member or officer at the time of incurring such costs and expenses), if (A) the Association shall be advised by independent counsel that such Board member or officer did not misconduct himself or was not negligent in the performance of his duty as such Board member or officer with respect to the matters covered by such action, suit or proceeding, and the cost to the Association of indemnifying such Board member or officer (and all other Board members and officers, if any, entitled to indemnification hereunder in such case) if such action, suit or proceeding were carried to a final adjudication in their favor could reasonably be expected to exceed the amount of costs and expenses to be reimbursed to such Board members and officers as a result of such settlement, or (B) disinterested Association members entitled to exercise a majority of the voting power shall, by vote at any annual or special meeting of the Association, approve such settlement and the reimbursement to such Board member or officer of such costs and expenses. The phrase "disinterested members" shall mean all members of the Association other than (i) any Board member or officer of the Association who at the time is or may be entitled to indemnification pursuant to the foregoing provisions, (ii) any corporation or organization of which any such Board member or officer owns of record or beneficially 10% or more of any class of voting securities, (iii) any firm of which such Board member or officer is a partner, and (iv) any spouse, child, parent, brother or sister of any such Board member or officer. The foregoing rights of indemnification shall inure to the benefit of their heirs and legal representatives of each such Board member or officer, and shall not be exclusive of other rights to which any Board member or officer may be entitled as a matter of law, under the Declaration, under any vote of Association members or under any agreement.

Section 2. Amendments. Provisions of these Bylaws may be amended by the Unit Owners at a meeting held for such purpose at which a quorum is present by the affirmative vote of those entitled to exercise not less than a majority of the voting power at such meeting. No such amendment shall conflict with the provisions of the Declaration or of Chapter 5311 of the Ohio Revised Code.

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

Section 4. Gender and Grammar. The singular wherever used herein shall be constructed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 5. Captions. The captions of the various provision of these Bylaws are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.



Section 6. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by these Bylaws shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints or alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of George W. Bush, President of the United States of America, or William Jefferson Clinton, former President of the United States of America.

IN WITNESS WHEREOF, Grantor as owner of all Units in the The Greenwood Highlands Condominiums hereby adopts these Bylaws as of this 22<sup>nd</sup> day of AUGUST, 2001.

GREENWOOD TRADING CORPORATION

By Robert J. Hest President

And R. C. Johnson Vice President

HIGHLANDSBYLAWS.DOC/win

 54588702  
Page: 63 of 77  
08/27/2001 11:31A  
CONDO 507.60  
FRANK WILLIAMS, SUMMIT CO AUDITOR

ARTICLES OF INCORPORATION  
OF  
THE GREENWOOD HIGHLANDS CONDOMINIUM ASSOCIATION, INC.

The undersigned, a citizen of the United States, desiring to form a nonprofit corporation under Chapter 1702 of the Revised Code of Ohio, hereby certifies that:

ARTICLE I

Name

The name of the corporation shall be THE GREENWOOD HIGHLANDS CONDOMINIUM ASSOCIATION, INC. (the "Association").

ARTICLE II

Principal Place of Business

The place in the State of Ohio where the principal office of the Association is to be located is Greenwood Village, Sagamore Hills, Summit County, Ohio.

ARTICLE III

Purposes

The purposes for which the Association is formed is to operate and manage a condominium property known as The Greenwood Highlands Condominiums in accordance with the Declaration of Condominium Ownership for The Greenwood Highlands Condominiums (the "Declaration"), the bylaws ("Bylaws") of the Association, the Condominium laws of Ohio and the nonprofit corporation law of Ohio, and to do all things necessary, desirable, advisable and/or incidental thereto to the fullest extent permitted by law and by the Declaration and Bylaws.



ARTICLE IV

Board of Trustees

The authority to manage and conduct the affairs of the Association shall be in the Board of Trustees. The following persons shall serve the corporation as Trustees until the first annual meeting or other meeting called to elect the Board of Trustees (the "Board"):

<u>Name</u>	<u>Address</u>
Robert J. Vitt	7234 Holzhauser Road Sagamore Hills, OH 44067
Robert O. Jackson	18 Morning Song Lane Hudson, OH 44236
Stuart A. Laven	1300 E. Ninth St., Suite 900 Cleveland, Ohio 44114

ARTICLE V

Membership and Voting Rights

All record owners of Units in the Condominium Property as same exist from time to time shall be members of the Association. Membership shall commence upon acquisition of title to a Unit in the Condominium Property and shall terminate upon transfer of title to a Unit in the Condominium Property.

The voting power of each Unit shall be exercised or voted as provided in the Declaration and in the Bylaws.

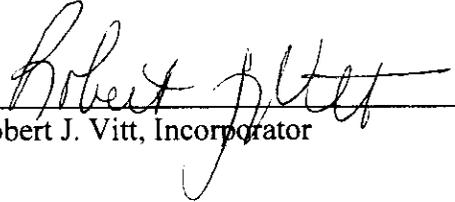


ARTICLE VI

Amendment

These Articles may be amended upon the affirmative vote of members of the Association entitled to exercise seventy-five percent (75%) of the voting power of the Association.

IN WITNESS WHEREOF, the undersigned has subscribed his name <sup>AUGUST 22<sup>ND</sup></sup> \_\_\_\_\_, 2001.

  
\_\_\_\_\_  
Robert J. Vitt, Incorporator

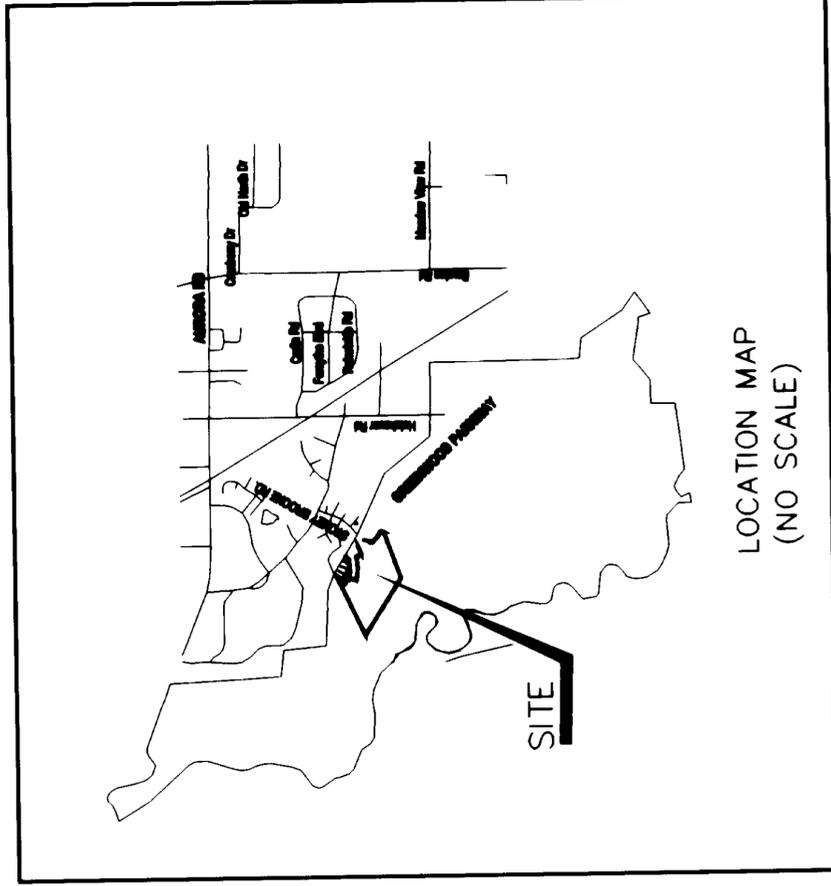
 **54588702**  
Page: 66 of 77  
08/27/2001 11:31A  
CONDO 507.60  
FRANK WILLIAMS, SUMMIT CO AUDITOR

Map Approved By  
TAX MAP DEPARTMENT  
NFD  
26  
D. Daniels 8-24-01

GREENWOOD HIGHLANDS CONDOMINIUMS  
PLAT FOR  
CONDOMINIUMS  
PART OF RESIDUAL BLOCK A OF GREENWOOD HIGHLANDS  
TOWNSHIP OF SAGAMORE HILLS, COUNTY OF SUMMIT  
STATE OF OHIO

PHASE I  
AUGUST, 2001

SHEET INDEX	
1-TITLE	
2 BUILDING LOCATION PLAN, UNITS 7086, 7278, 7284, 7292, 7298, 7304, 7314, 7320,	
4 PROPERTY PLAT	
DEDICATED UNITS 7086, 7278, 7284, 7292, 7298, 7304, 7314, 7320,	
CONDO PROPERTY.....	1.636 ACRES
OTHER PROPERTY.....	18.490 ACRES



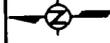
I HEREBY CERTIFY THAT THIS PLAT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT ALL NECESSARY MONUMENTS HAVE BEEN SET OR FOUND AS SHOWN.

THOMAS J. KING, JR. P.S.  
THOMAS J. KING, JR. PS 7503

FRANK WILLIAMS  
By *Frank Williams*  
Deputy Auditor  
August 27, 2001

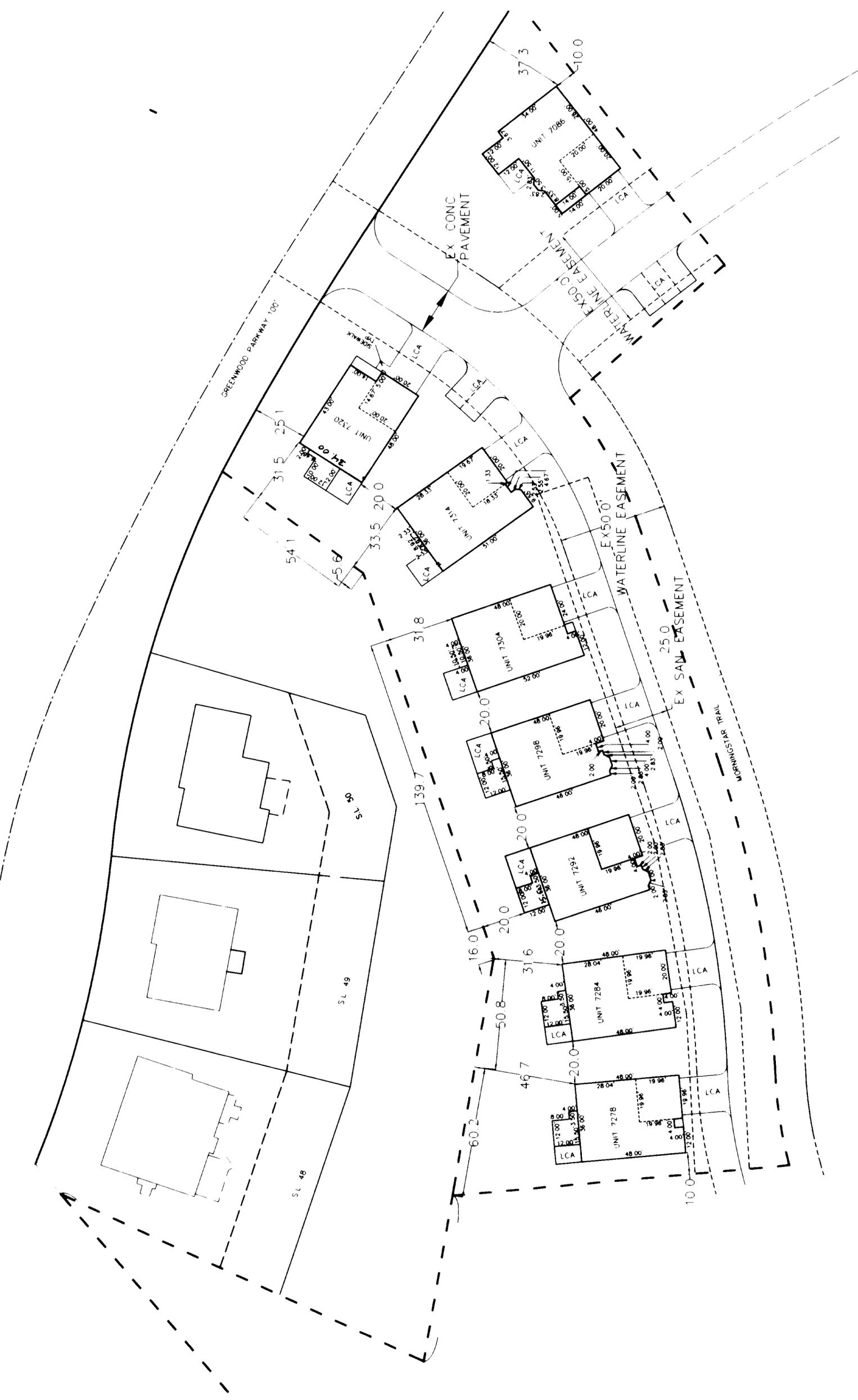
TRANSFERRED  
01 AUG 27 AM 11:19  
FRANK WILLIAMS  
COUNTY AUDITOR  
TRANSFERRED IN COMPLIANCE WITH  
SEC. 319.202 REV. CODE  
7369  
Consideration BY FEE  
FRANK WILLIAMS BY *Frank Williams*  
County Auditor Deputy Auditor  
No. of pages: 4

54588702  
Page: 87 of 77  
08/27/2001 11:31A  
FRANK WILLIAMS, SUMMIT CO AUDITOR

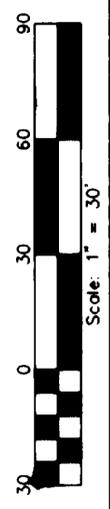


TITLE SHEET

1/3



**54588702**  
 Page 68 of 77  
 08/27/2001 11:31A  
 FRANK WILLIAMS, SUMMIT CO AUDITOR

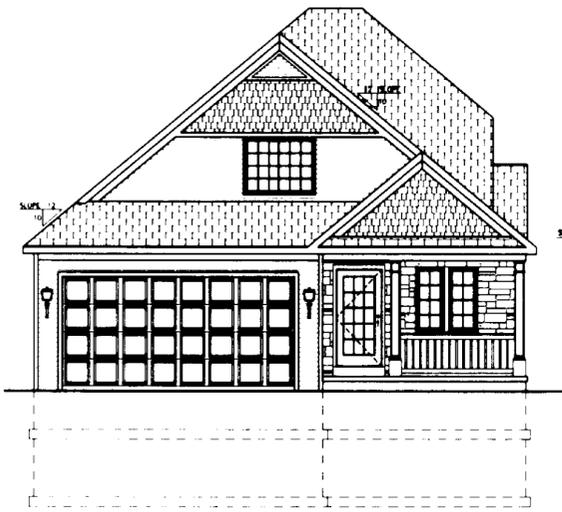


BUILDING LOCATION  
 PLAT PHASE I

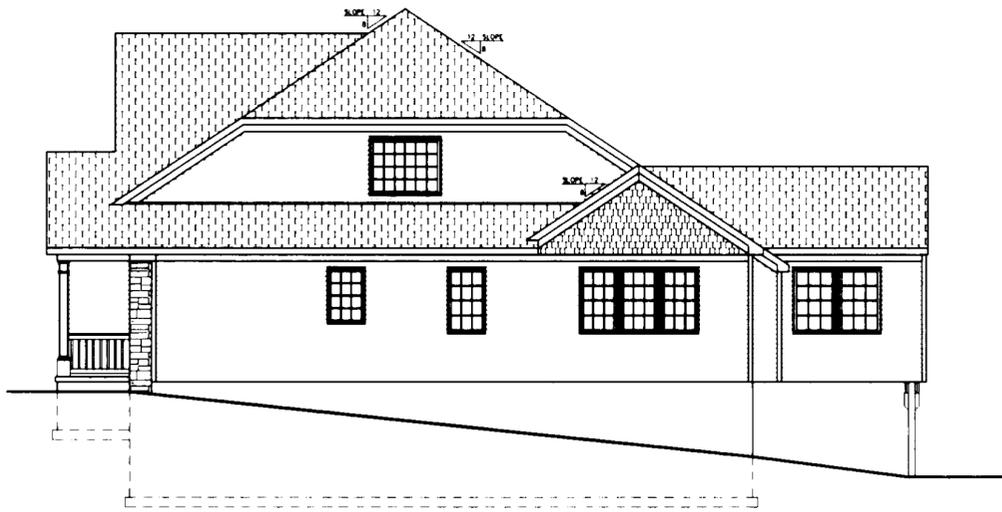
REVISIONS

DRAWN BY: JTB  
 APPROVED BY:  
 DATE: Printed on 08/11/01 at 12:44:40 PROJ. NO. 01133  
 DWG. NO.: File Name: \1\2\2000\00133\COMB\5007-DIA\50105-DIA.dwg

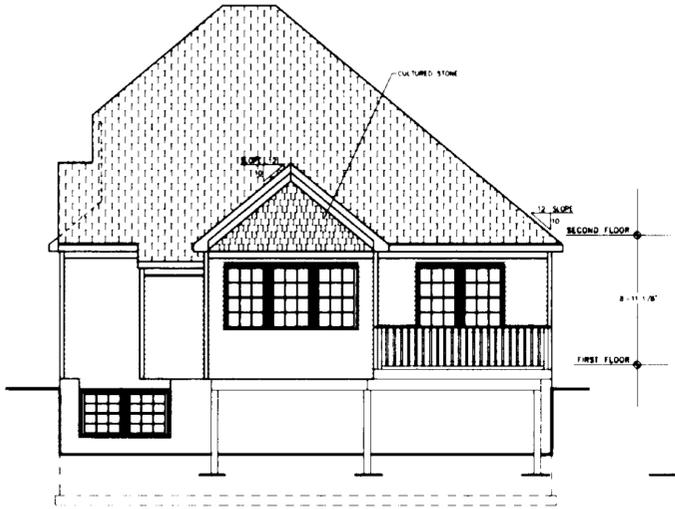




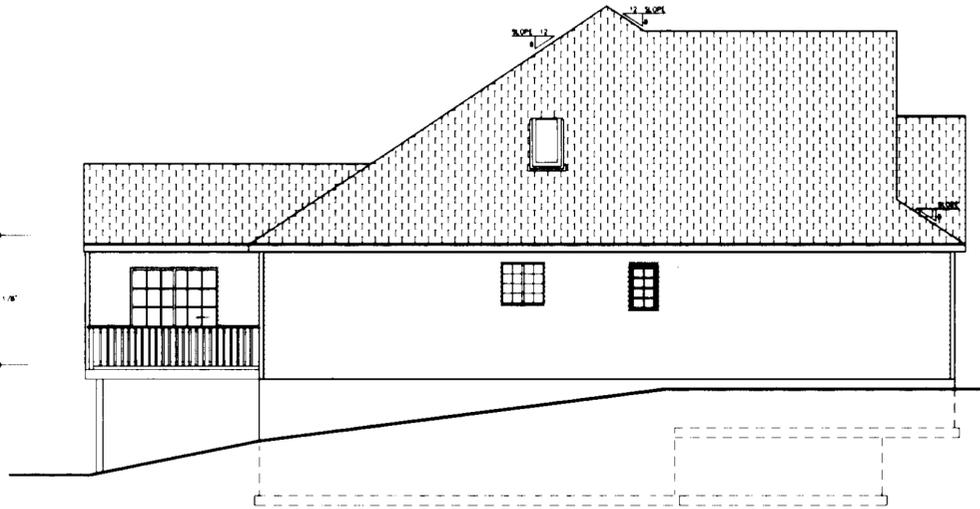
FRONT ELEVATION



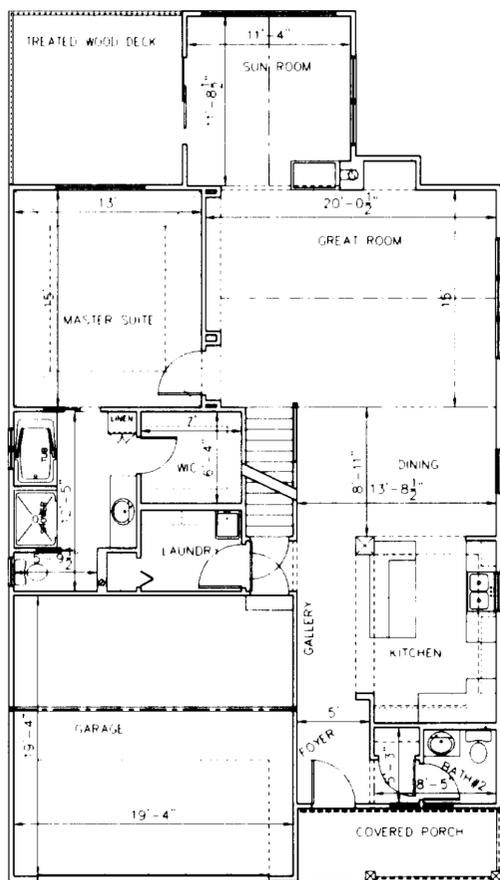
RIGHT ELEVATION



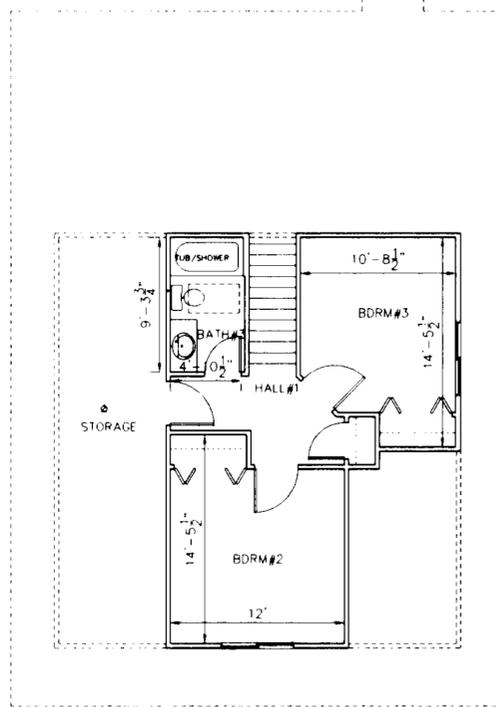
REAR ELEVATION



LEFT ELEVATION

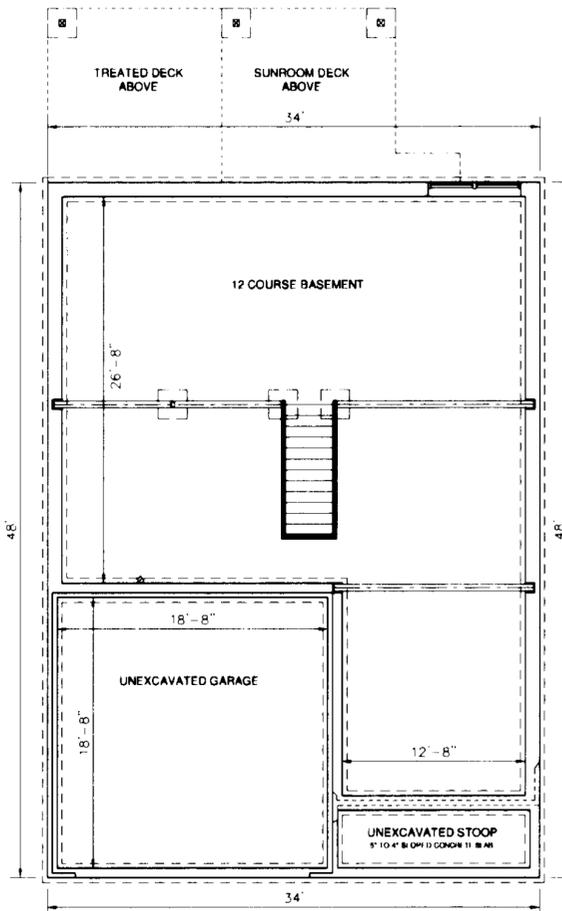


FIRST FLOOR  
1,184 SQ. FT. (LIVING AREA)  
144 SQ. FT. (OPTIONAL SUNROOM)



SECOND FLOOR  
450 SQ. FT. (LIVING AREA)

I HEREBY CERTIFY THAT THE ATTACHED DRAWINGS PAGES 1-8 SHOW THE BUILDINGS CONTAINING UNITS 7320, 7314, 7304, 7298, 7292, 7284, 7278, 7086 IN THE GREENWOOD HIGHLANDS SUBDIVISION IN THE GREENWOOD HIGHLANDS CONDOMINIUM ASSOCIATION LOCATED IN THE TOWNSHIP OF SAGAMORE HILLS, COUNTY OF SUMMIT, STATE OF OHIO. EXCEPT AS OTHERWISE INDICATED.



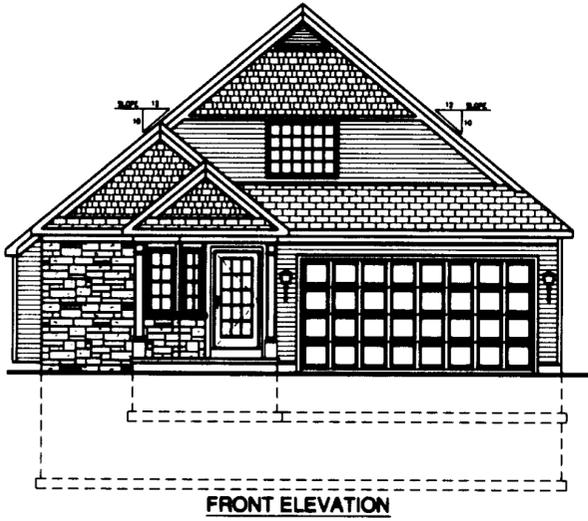
54588702  
Page: 70 of 77  
08/27/2001 11:31a  
CONDO 587.69  
FRANK WILLIAMS, SUMMIT CO AUDITOR

**LANDMARK Associates, Inc.**  
SURVEYING, PLANNING & LANDSCAPE ARCHITECTURE  
2104 FRONT STREET SUITE "F"  
CUYAHOGA FALLS, OHIO 44221  
330-922-9853

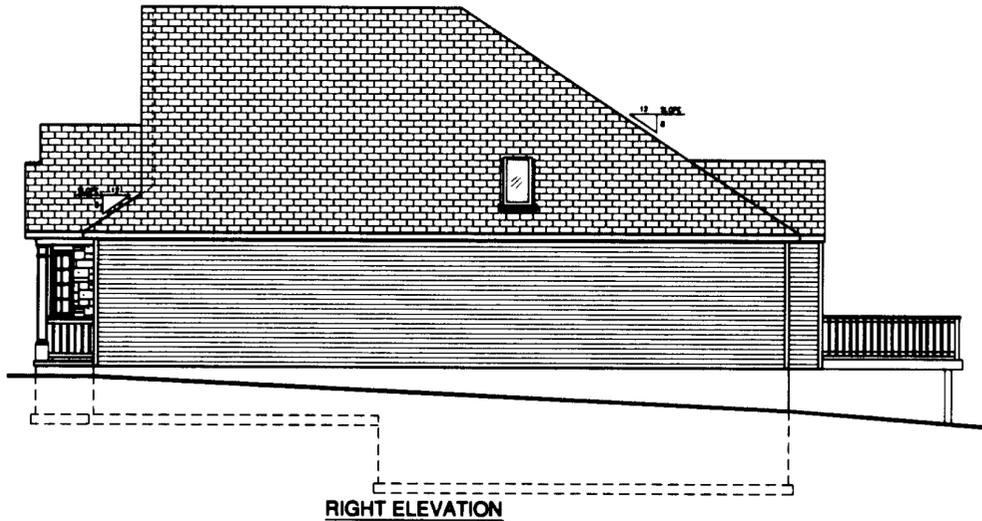
**GREENWOOD HIGHLANDS CONDOMINIUM ASSOC., INC.**  
7320 MORNING STAR TRAIL

TOWNSHIP OF SAGAMORE HILLS, COUNTY OF SUMMIT, STATE OF OHIO.

DATE	REVISION	JOB NUMBER
08/13/01		00133
SCALE: 1/4" = 1'-0"		SHEET NUMBER
FILE: 5001-D2D.DWG		1 of 8
DWG BY: THS		
CHKD BY: TJK		



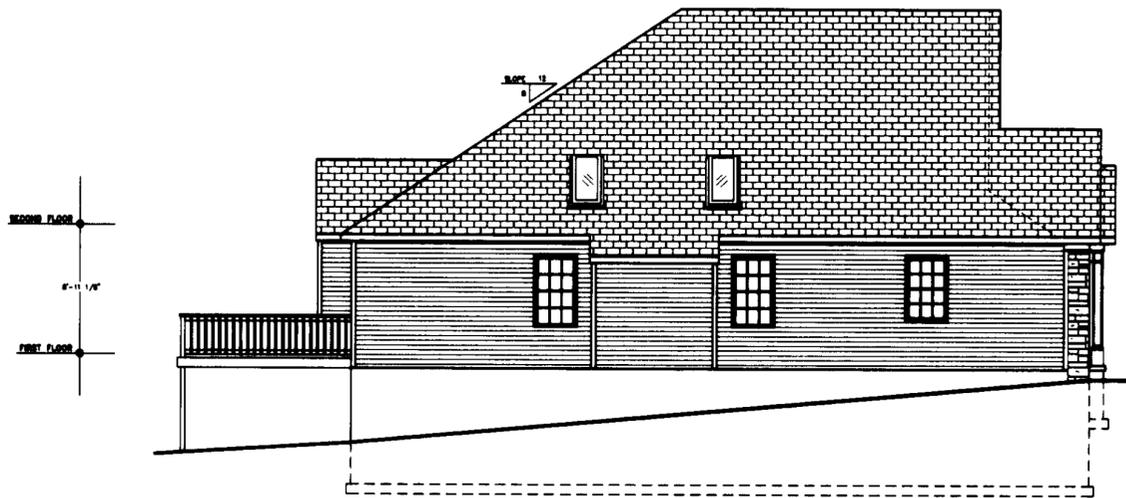
FRONT ELEVATION



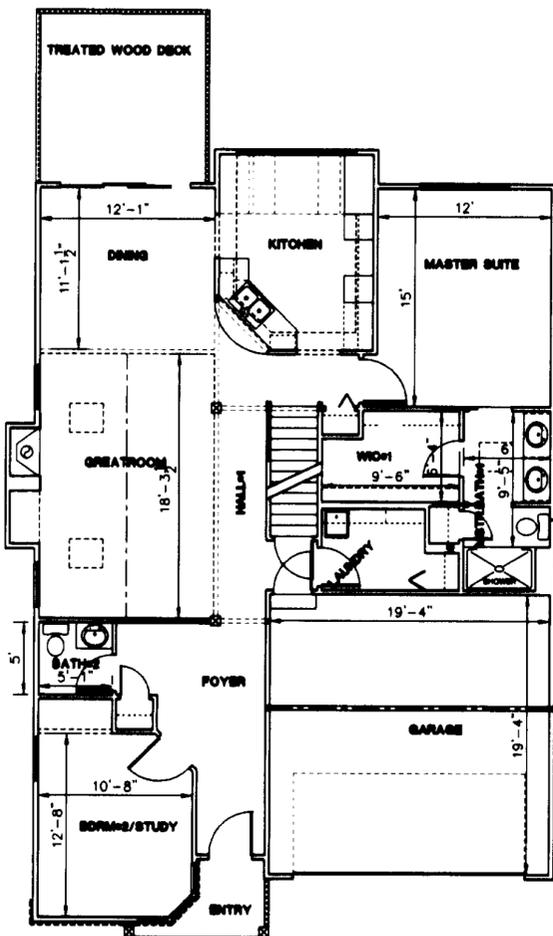
RIGHT ELEVATION



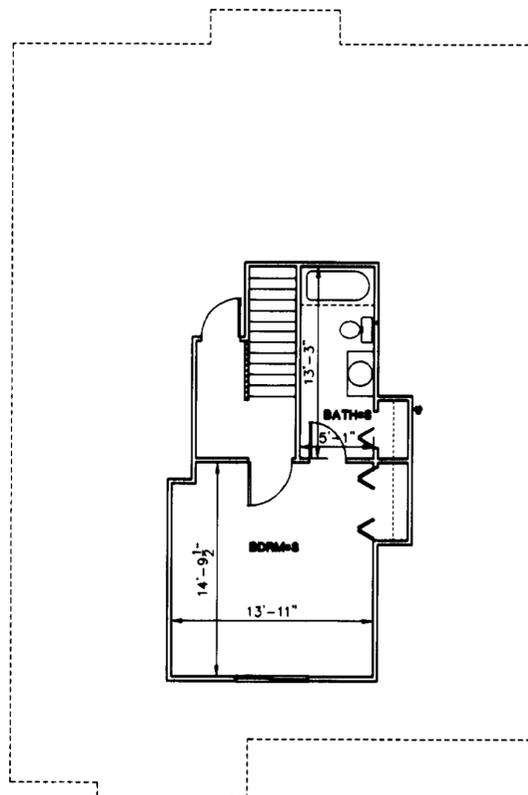
REAR ELEVATION



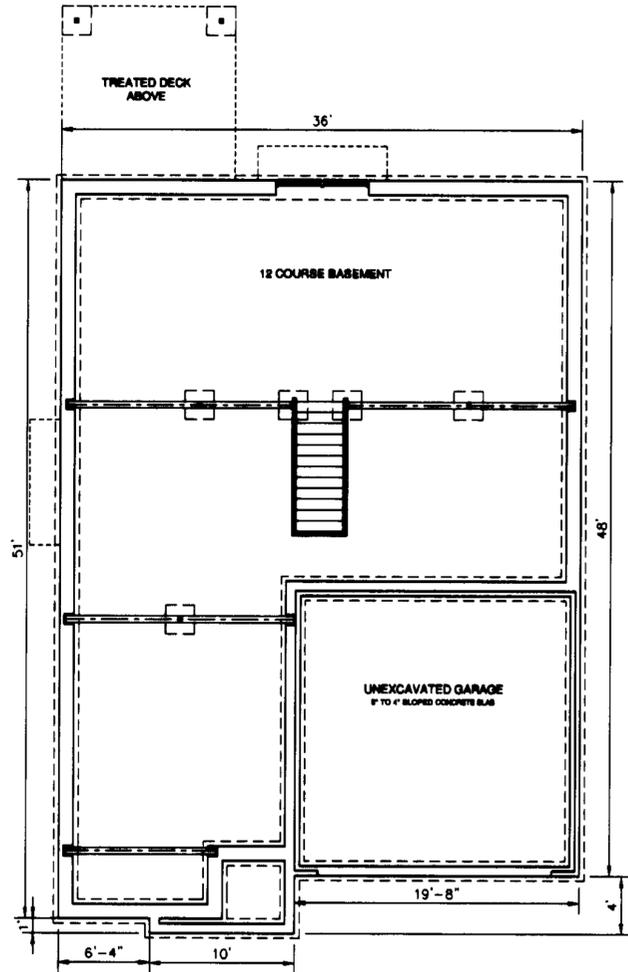
LEFT ELEVATION



MAIN FLOOR PLAN  
1,411 SQ. FT. (LIVING AREA)



UPPER FLOOR PLAN  
370 SQ. FT. (OPTIONAL LIVING AREA)



54588702  
Page: 71 of 71  
08/13/01 11:31a  
COND 087.00  
FRANK WILLIAMS, SURVEY CO AUDITOR

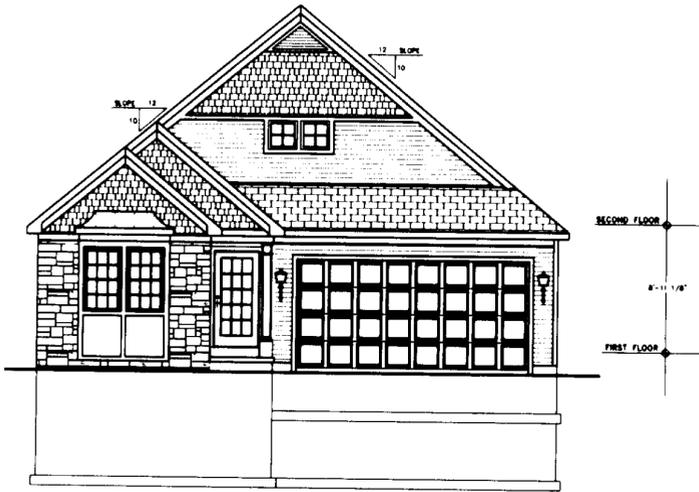
**LANDMARK Associates, Inc.**  
SURVEYING, PLANNING & LANDSCAPE ARCHITECTURE  
2104 FRONT STREET SUITE "F"  
CUYAHOGA FALLS, OHIO 44221  
330-922-0853

**GREENWOOD HIGHLANDS CONDOMINIUM ASSOC., INC.**  
7314 MORNING STAR TRAIL

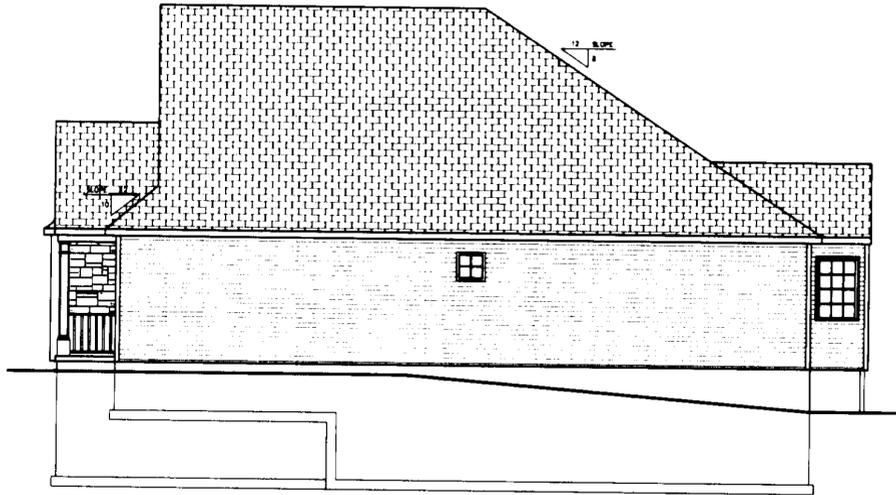
TOWNSHIP OF SAGAMORE HILLS, COUNTY OF SUMMIT, STATE OF OHIO.

DATE: 08/13/01  
SCALE: 1/8" = 1'-0"  
FILE: 5002-D3A.DWG  
DWG BY: THS  
CHKD BY: IJK

DATE	REVISION	JOB NUMBER
		00133
		SHEET NUMBER
		2 OF 8



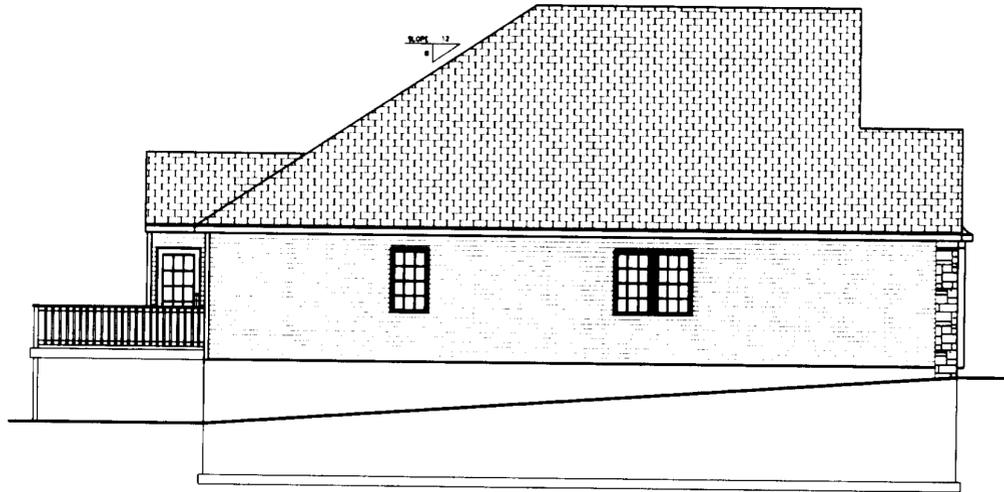
FRONT ELEVATION



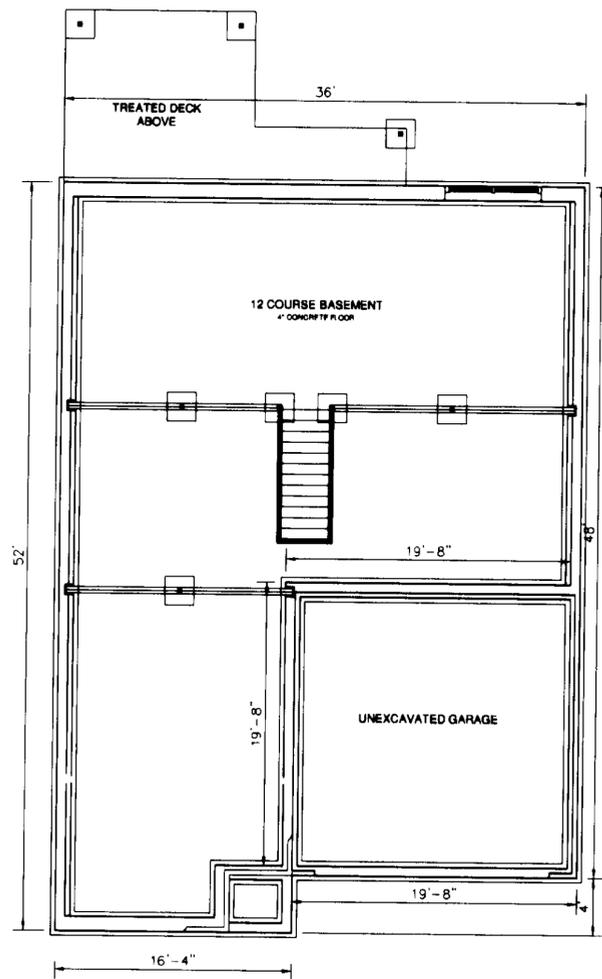
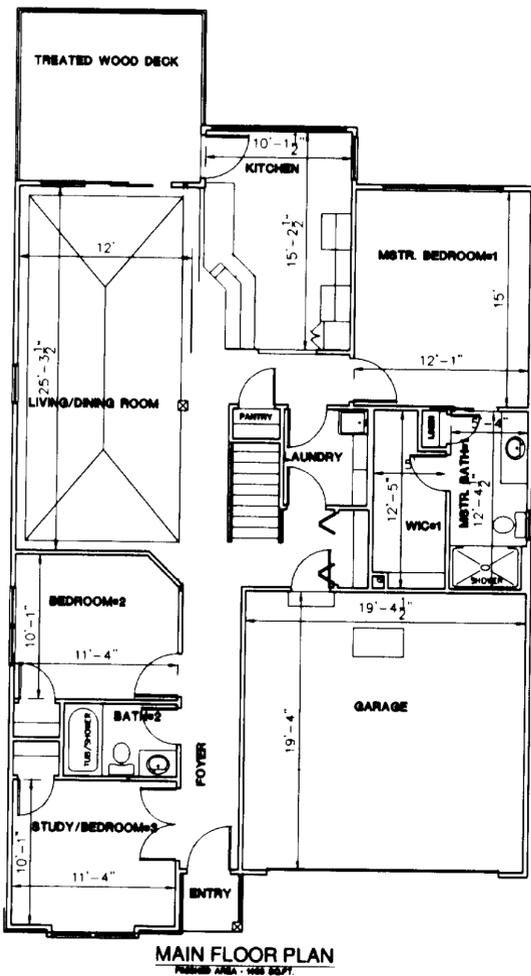
RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION



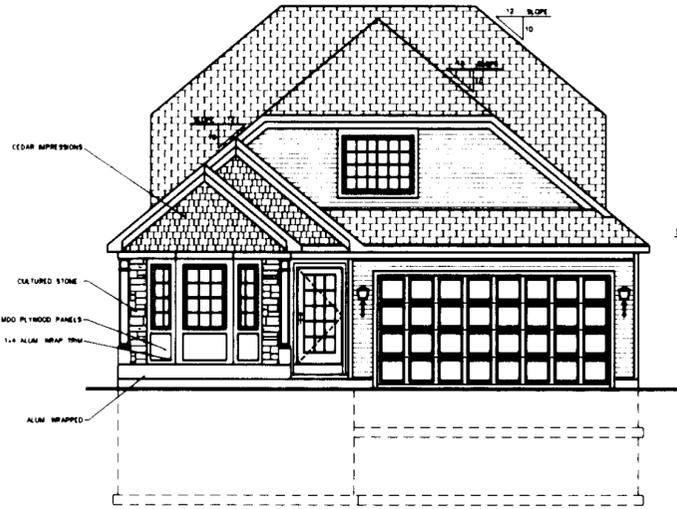
54588702  
Page: 72 of 77  
08/27/2001 11:31A  
CONDO 507.00  
FRANK WILLIAMS, SUMMIT CO AUDITOR

**LANDMARK Associates, Inc.**  
SURVEYING, PLANNING & LANDSCAPE ARCHITECTURE  
2104 FRONT STREET SUITE "F"  
CUYAHOGA FALLS, OHIO 44221  
330-922-0853

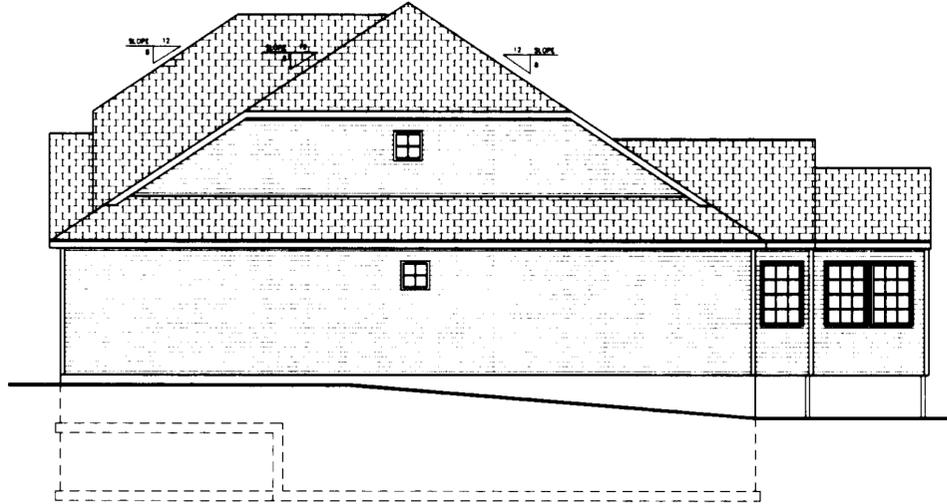
GREENWOOD HIGHLANDS CONDOMINIUM ASSOC., INC.  
7304 MORNING STAR TRAIL  
TOWNSHIP OF SAGAMORE HILLS, COUNTY OF SUMMIT, STATE OF OHIO.

DATE	REVISION	JOB NUMBER
08/13/01		00133
SCALE: 1/8" = 1'-0"		SHEET NUMBER
FILE: 5003-01B.DWG		3 OF 8
DWG BY: THS		
CHKD BY: TJK		

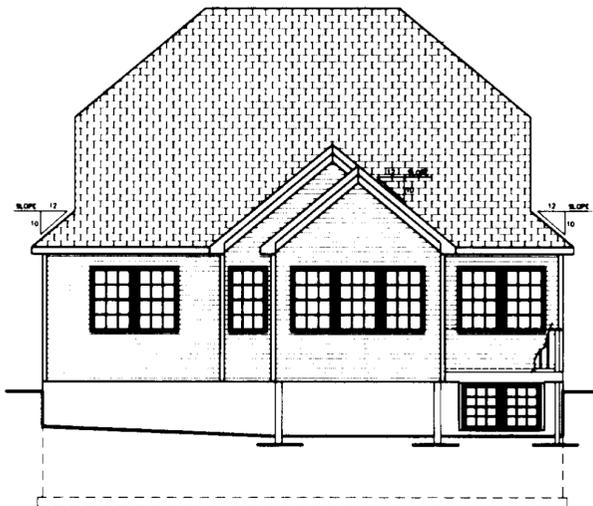
MD



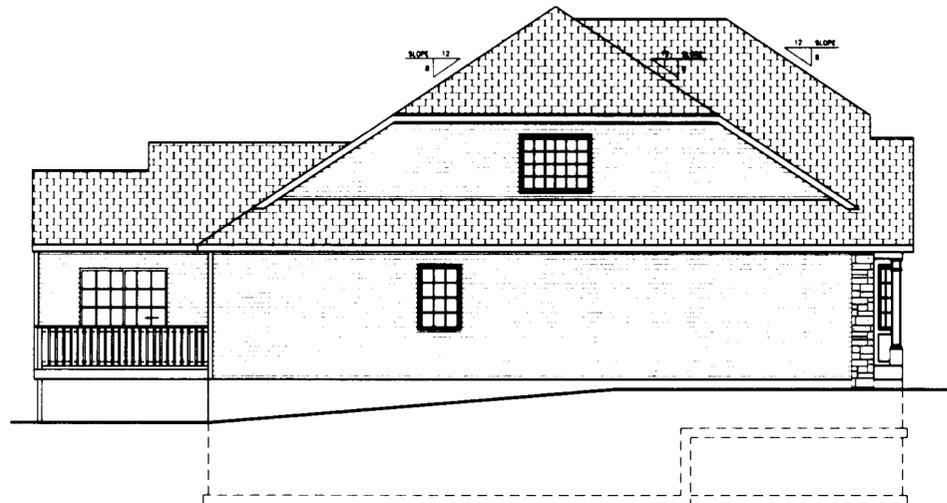
FRONT ELEVATION



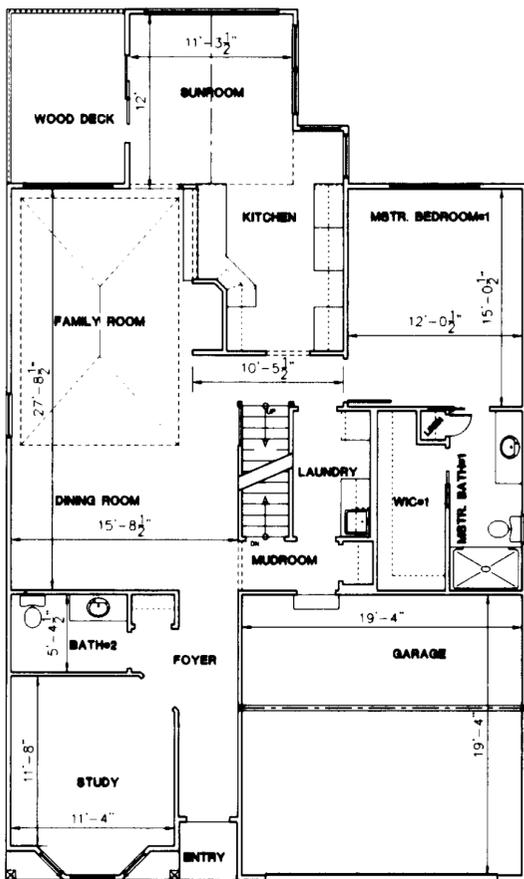
RIGHT ELEVATION



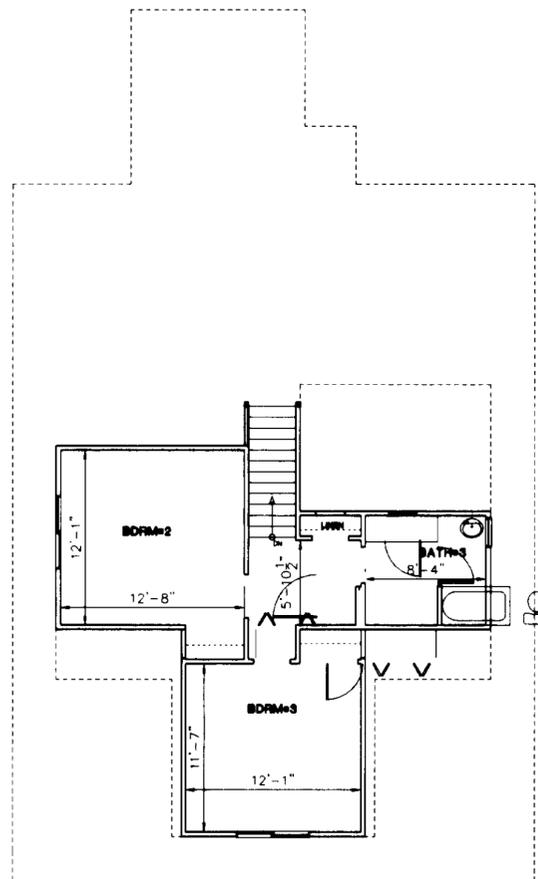
REAR ELEVATION



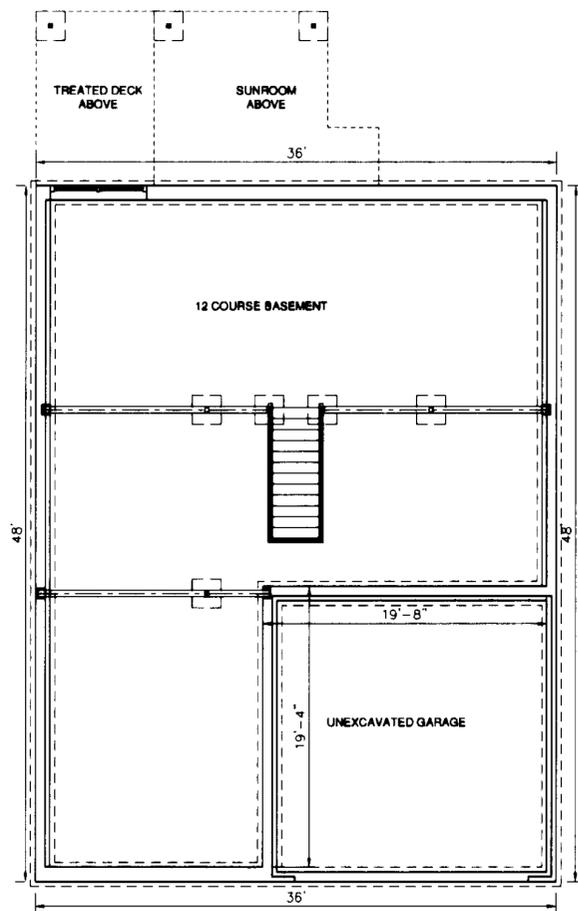
LEFT ELEVATION



MAIN FLOOR PLAN  
1823 SQ.FT.  
SUNROOM (+144 SQ.FT.)



UPPER FLOOR PLAN  
480 SQ.FT.



54588702  
Page: 73 of 77  
08/27/2001 11:31a  
CONDO 507.00  
FRANK WILLIAMS, SUMMIT CO AUDITOR

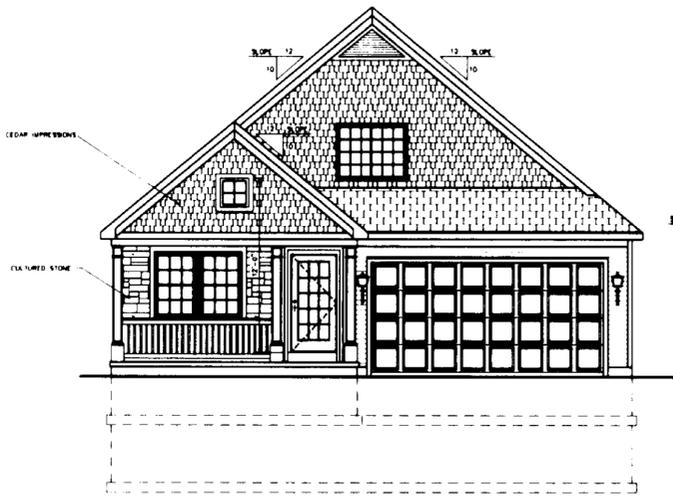
**LANDMARK Associates, Inc.**  
SURVEYING, PLANNING & LANDSCAPE ARCHITECTURE  
2104 FRONT STREET SUITE "F"  
CUYAHOGA FALLS, OHIO 44221  
330-922-0853

GREENWOOD HIGHLANDS CONDOMINIUM ASSOC., INC.  
7298 MORNING STAR TRAIL  
TOWNSHIP OF SAGAMORE HILLS, COUNTY OF SUMMIT, STATE OF OHIO.

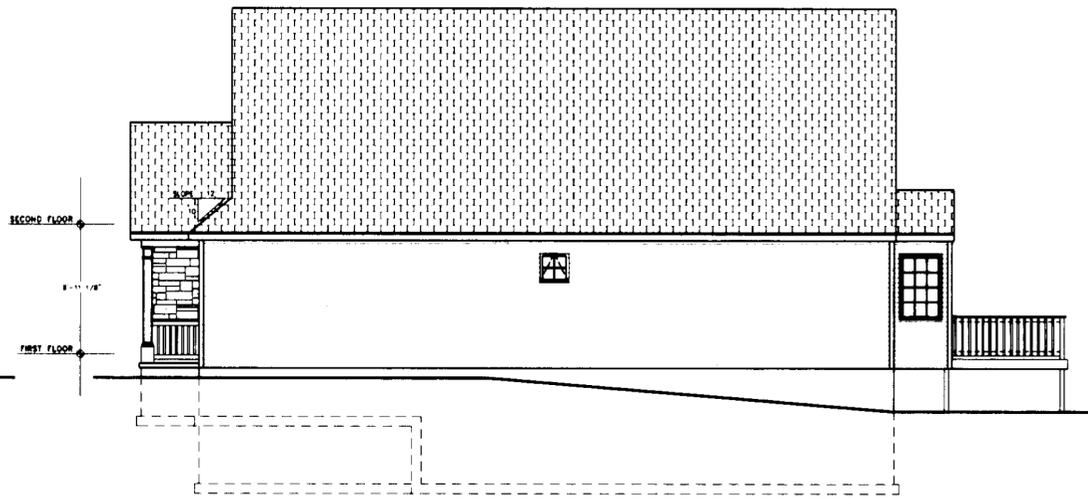
DATE: 08/13/01  
SCALE: 1/8" = 1'-0"  
FILE: 5004-D1D.DWG  
DWG BY: THS  
CHKD BY: TJK

DATE	REVISION

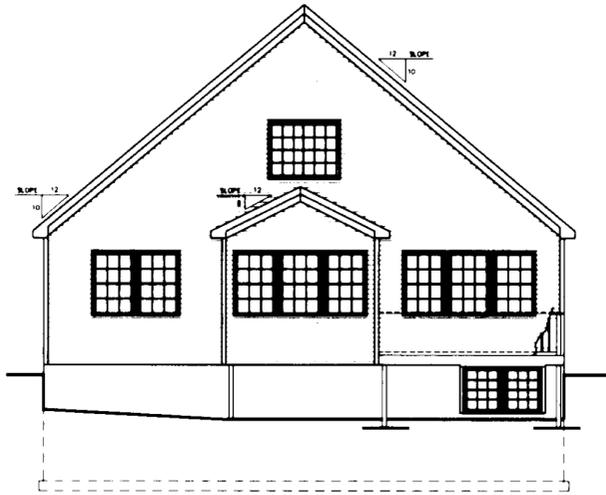
JOB NUMBER  
**00133**  
SHEET NUMBER  
**4 OF 8**



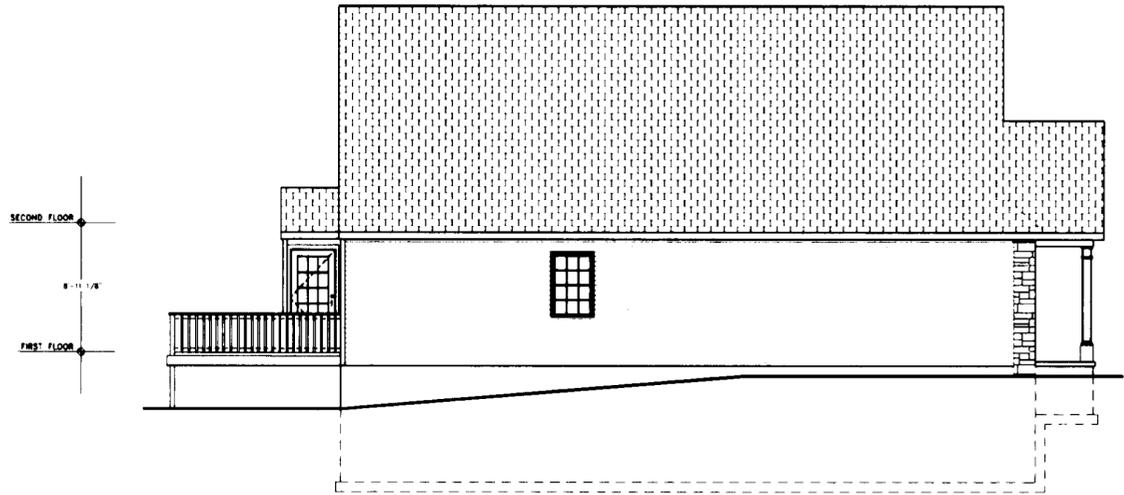
FRONT ELEVATION



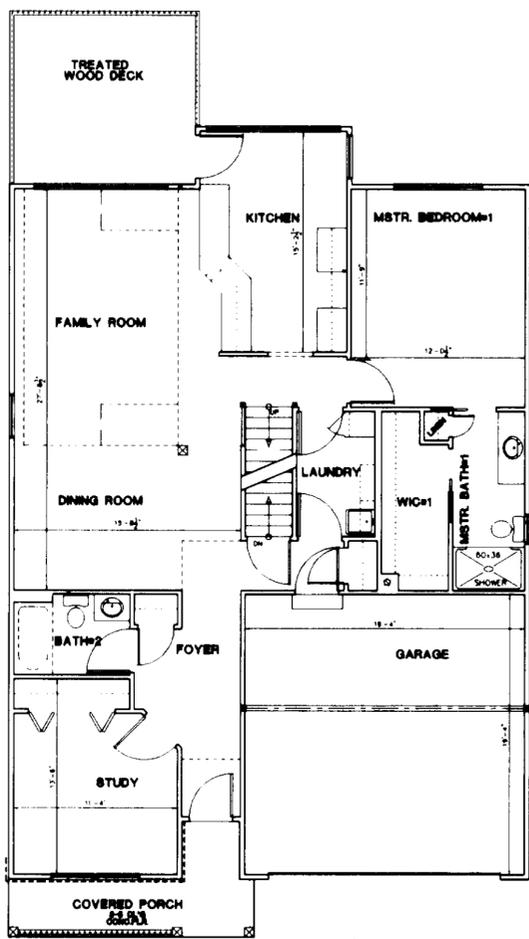
RIGHT ELEVATION



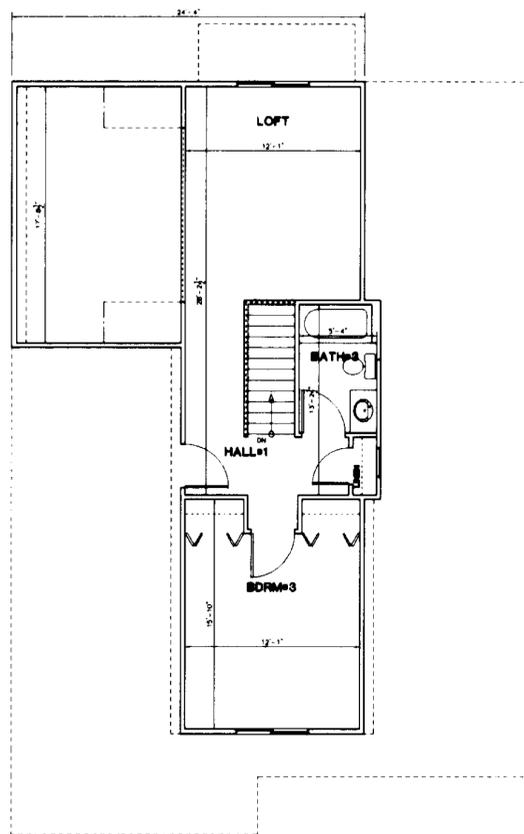
REAR ELEVATION



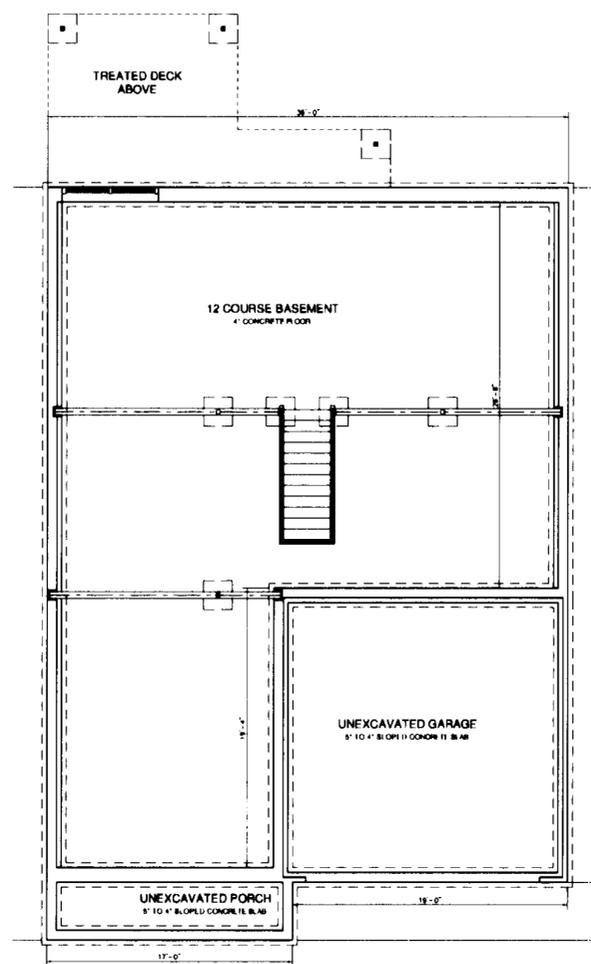
LEFT ELEVATION



MAIN FLOOR PLAN  
1367 SQ.FT.



UPPER FLOOR PLAN  
567 SQ.FT.



54588702  
Page: 74 of 77  
08/27/2001 11:31A  
CONDO 567.50

FRANK WILLIAMS, SUMMIT CO AUDITOR

**LANDMARK Associates, Inc.**  
SURVEYING, PLANNING & LANDSCAPE ARCHITECTURE  
2104 FRONT STREET SUITE "F"  
CUYAHOGA FALLS, OHIO 44221  
330-922-0853

GREENWOOD HIGHLANDS CONDOMINIUM ASSOC., INC.  
7292 MORNING STAR TRAIL

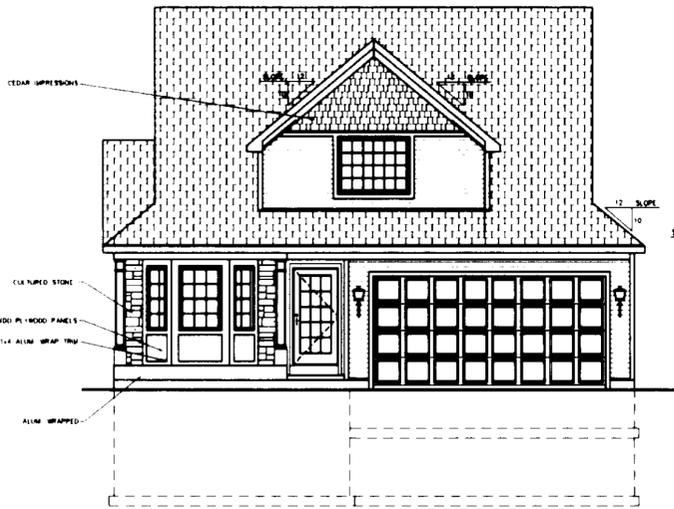
TOWNSHIP OF SACAMORE HILLS, COUNTY OF SUMMIT, STATE OF OHIO.

DATE: 08/13/01  
SCALE: 1/8" = 1'-0"  
FILE: 5005-D10.DWG  
DWG BY: THS  
CHKD BY: TJK

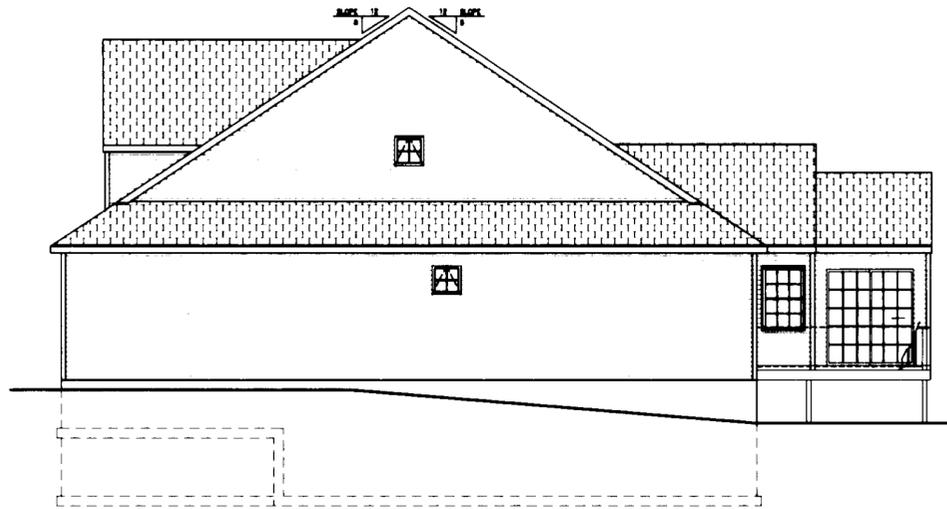
DATE	REVISION

JOB NUMBER
00133
SHEET NUMBER
5 OF 8

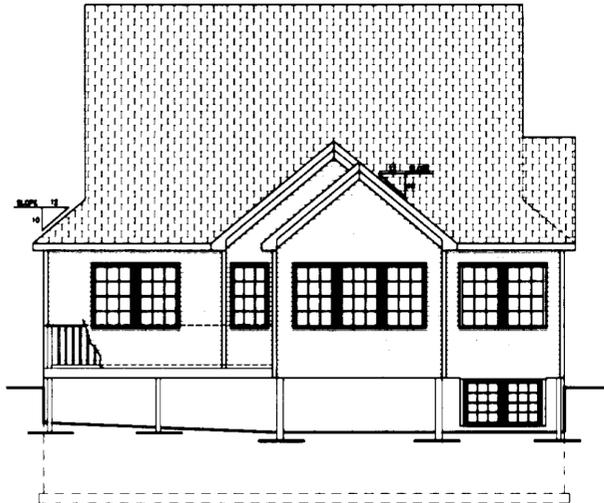
W



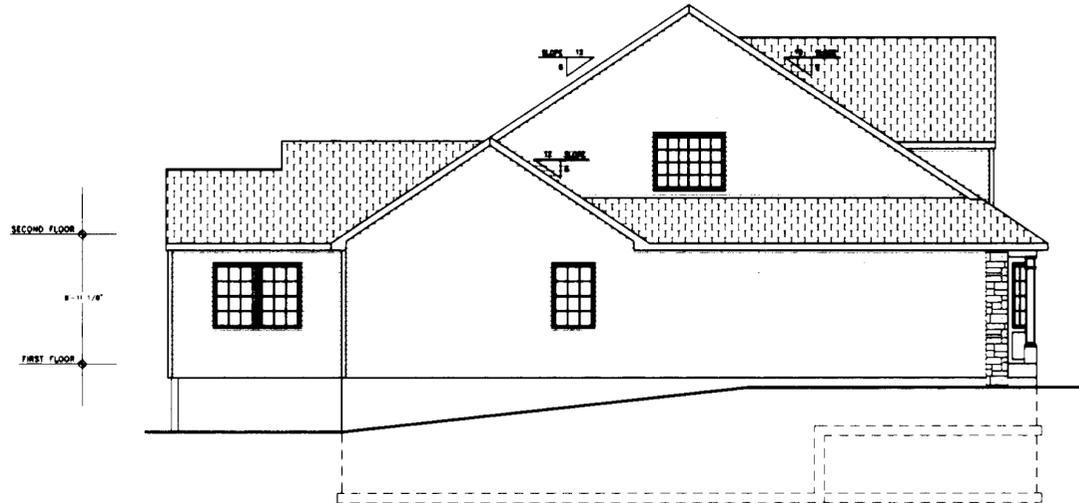
FRONT ELEVATION (UNIT #6)



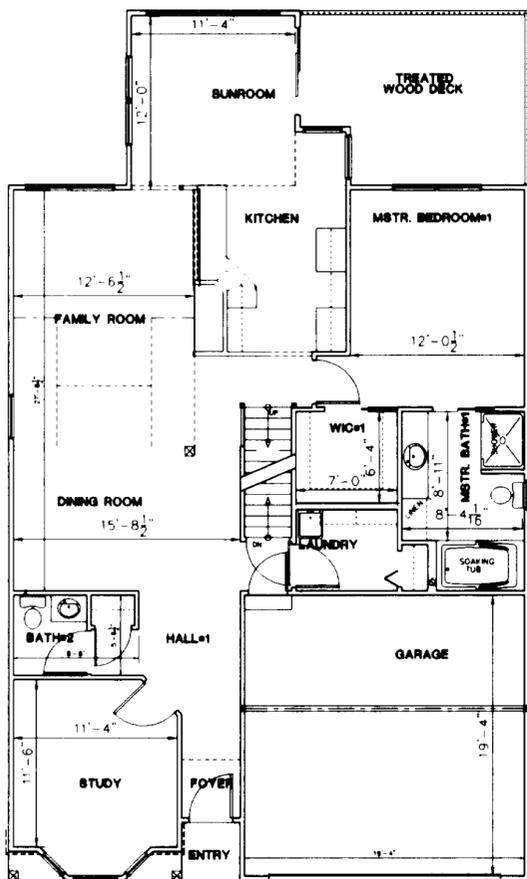
RIGHT ELEVATION



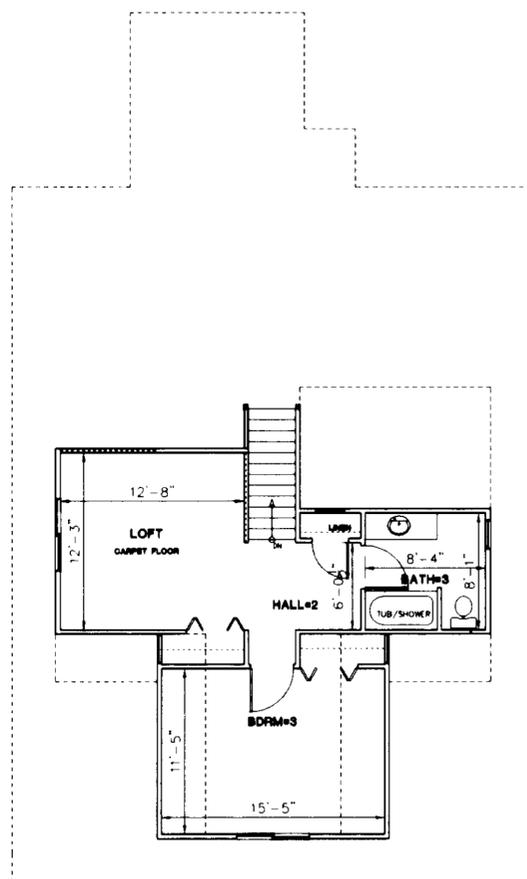
REAR ELEVATION



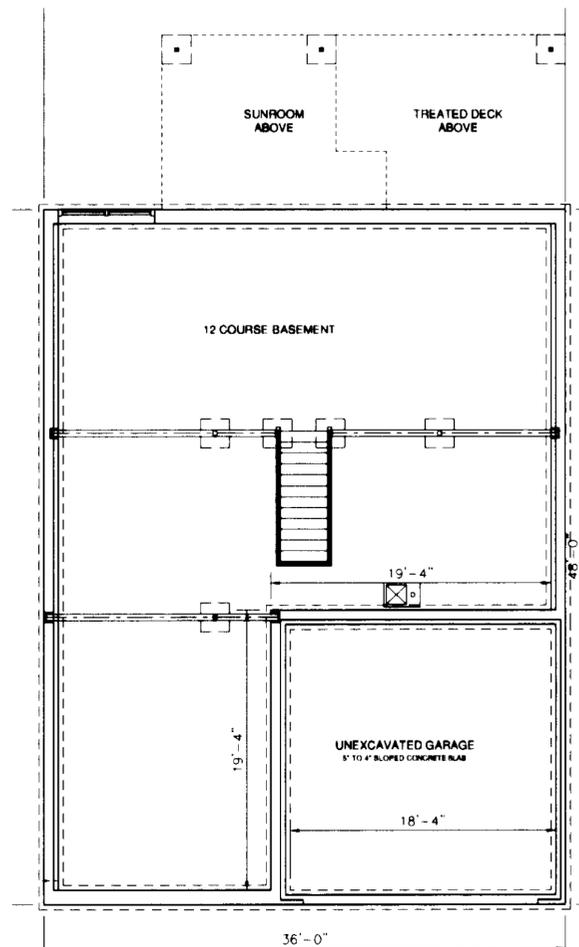
LEFT ELEVATION



MAIN FLOOR PLAN  
1323 SQ.FT.  
SUNROOM (+144 SQ.FT.)



UPPER FLOOR PLAN  
836 SQ.FT.



BASEMENT PLAN

54588702  
Page: 75 of 77  
08/27/2001 11:31A  
CONDO 507.00  
FRANK WILLIAMS, SUMMIT CO AUDITOR

**LANDMARK Associates, Inc.**  
SURVEYING, PLANNING & LANDSCAPE ARCHITECTURE  
2104 FRONT STREET SUITE "F"  
CUYAHOGA FALLS, OHIO 44221  
330-922-0853

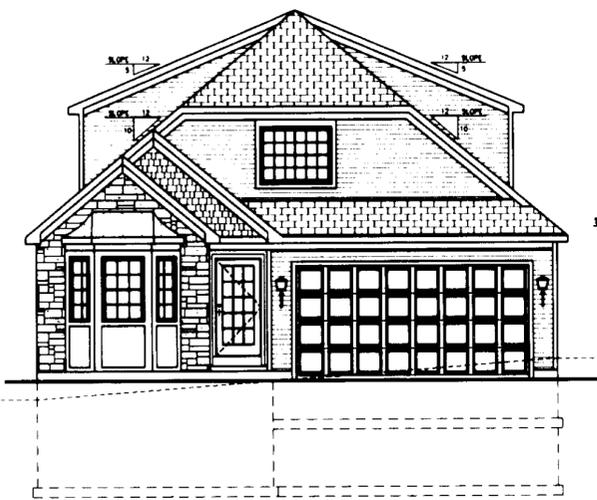
GREENWOOD HIGHLANDS CONDOMINIUM ASSOC., INC.  
7284 MORNING STAR TRAIL

TOWNSHIP OF SAGAMORE HILLS, COUNTY OF SUMMIT, STATE OF OHIO.

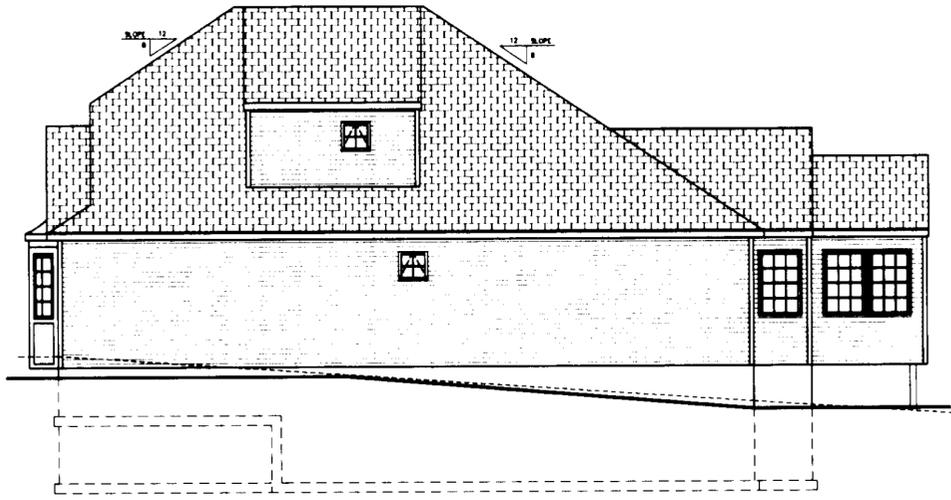
DATE: 08/13/01  
SCALE: 1/8" = 1'-0"  
FILE: 5006-D2A.DWG  
DWG BY: JHS  
CHKD BY: TJK

DATE	REVISION

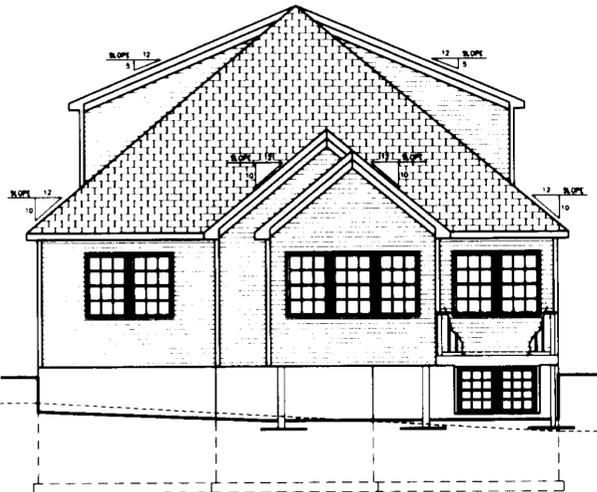
JOB NUMBER  
**00133**  
SHEET NUMBER  
**6 OF 8**



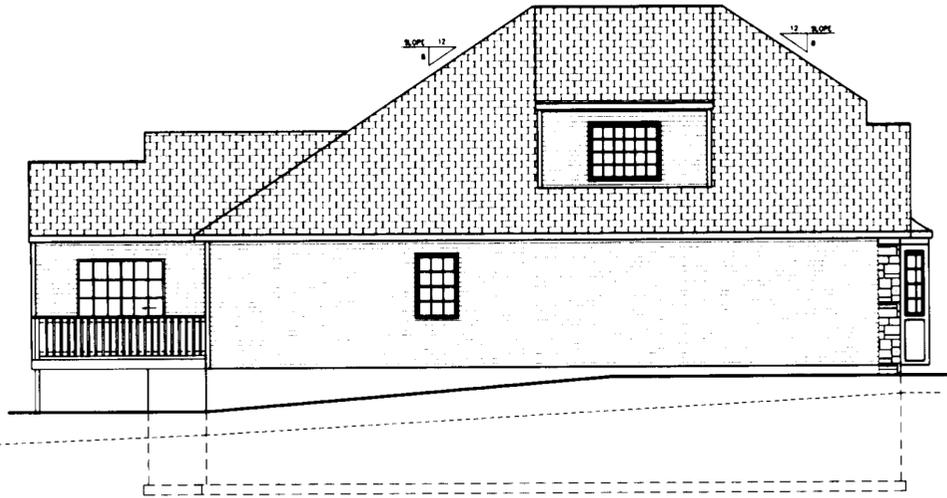
FRONT ELEVATION



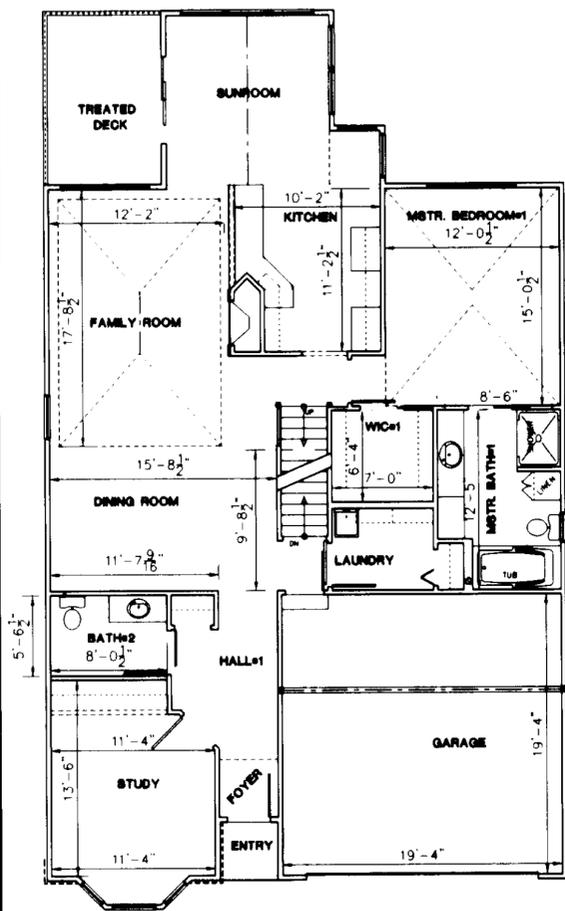
RIGHT ELEVATION



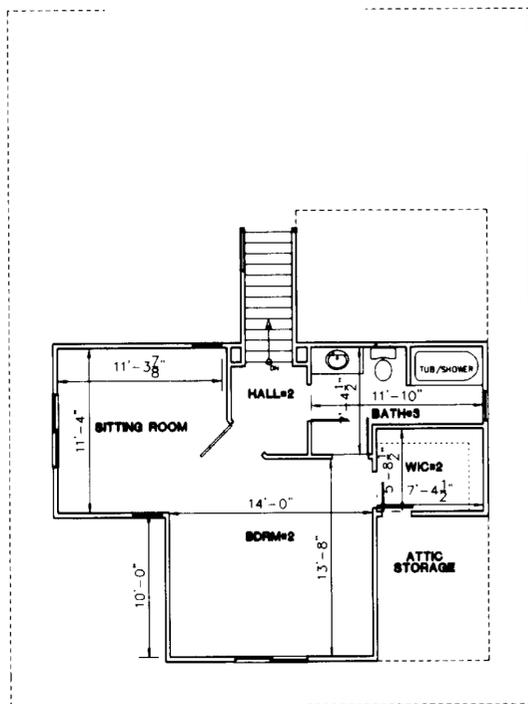
REAR ELEVATION



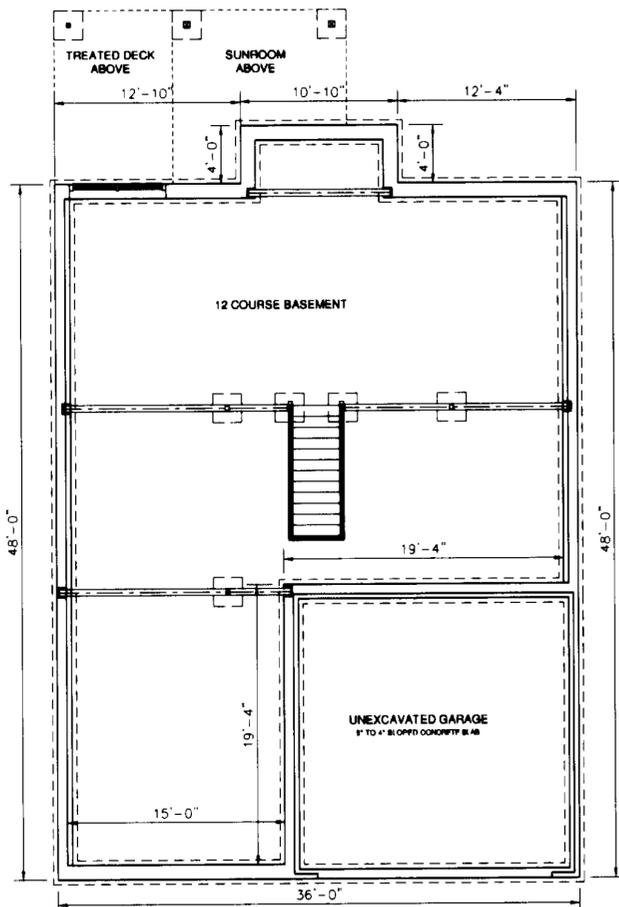
LEFT ELEVATION



MAIN FLOOR PLAN  
1881 SQ.FT.  
SUNROOM (+144 SQ.FT.)



UPPER FLOOR PLAN  
480 SQ.FT.



54588702  
Page: 78 of 77  
08/27/2001 11:21A  
CONDO 507.60  
FRANK WILLIAMS, SUMMIT CO AUDITOR

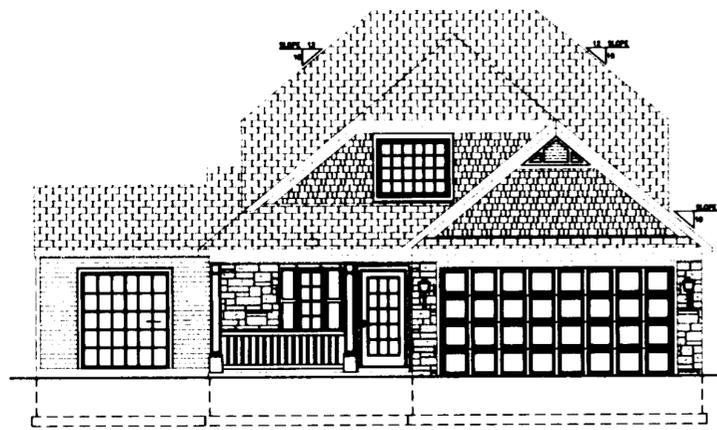
**LANDMARK Associates, Inc.**  
SURVEYING, PLANNING & LANDSCAPE ARCHITECTURE  
2104 FRONT STREET SUITE "F"  
CUYAHOGA FALLS, OHIO 44221  
330-922-0853

GREENWOOD HIGHLANDS CONDOMINIUM ASSOC., INC.  
7278 MORNING STAR TRAIL

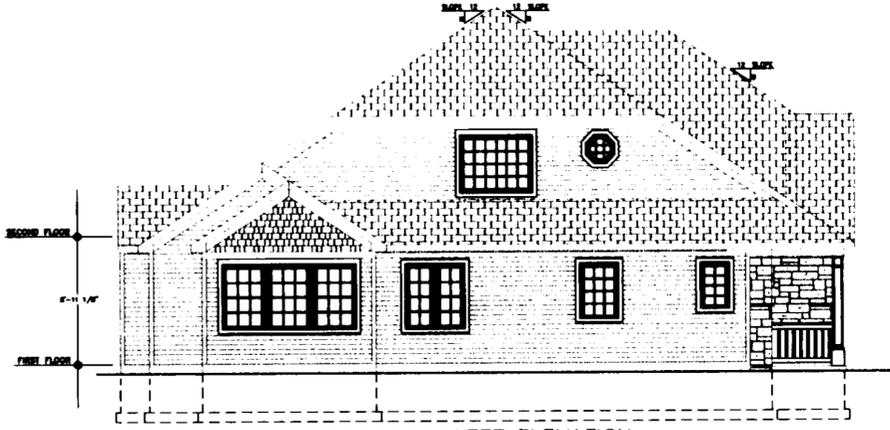
TOWNSHIP OF SAGAMORE HILLS, COUNTY OF SUMMIT, STATE OF OHIO.

DATE: 08/13/01  
SCALE: 1/8" = 1'-0"  
FILE: 5007-D1C.DWG  
DWG BY: THS  
CHKD BY: IJK

DATE	REVISION	JOB NUMBER
		00133
		SHEET NUMBER
		7 OF 8



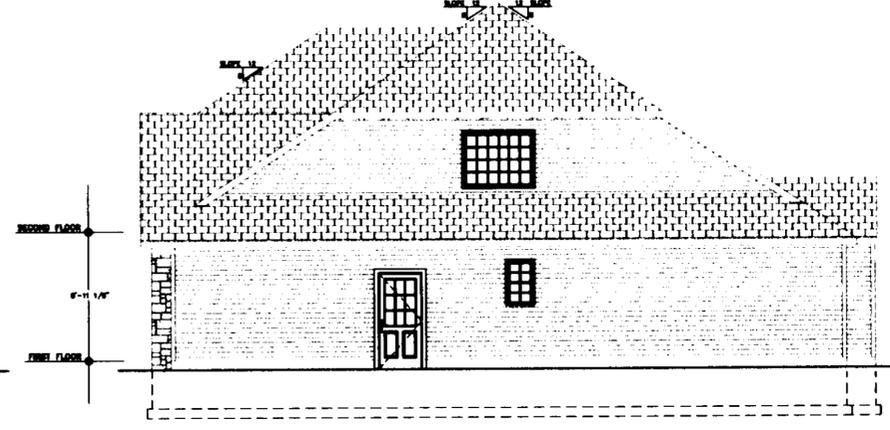
FRONT ELEVATION



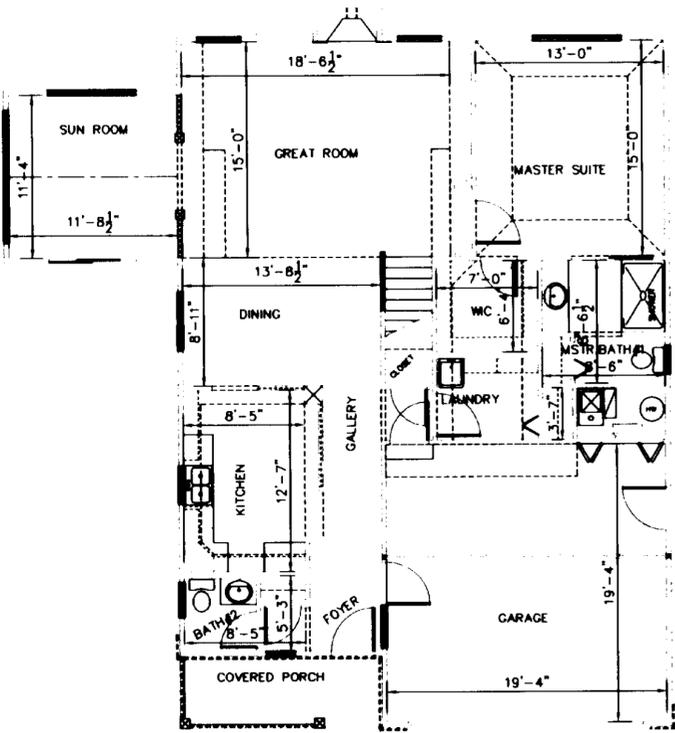
LEFT ELEVATION



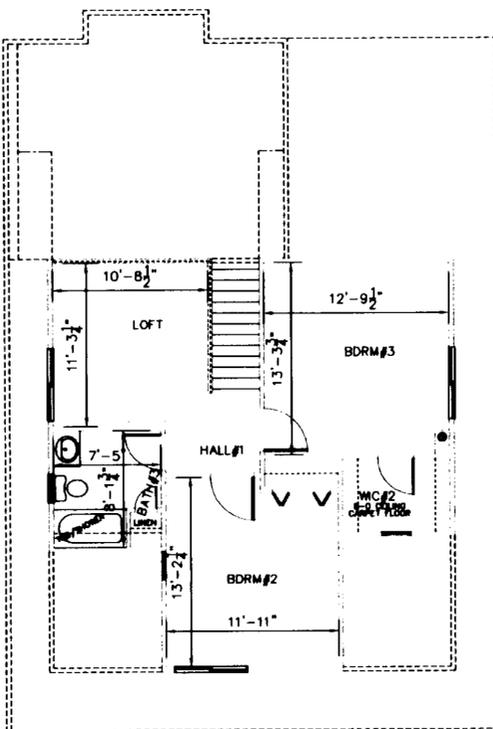
REAR ELEVATION



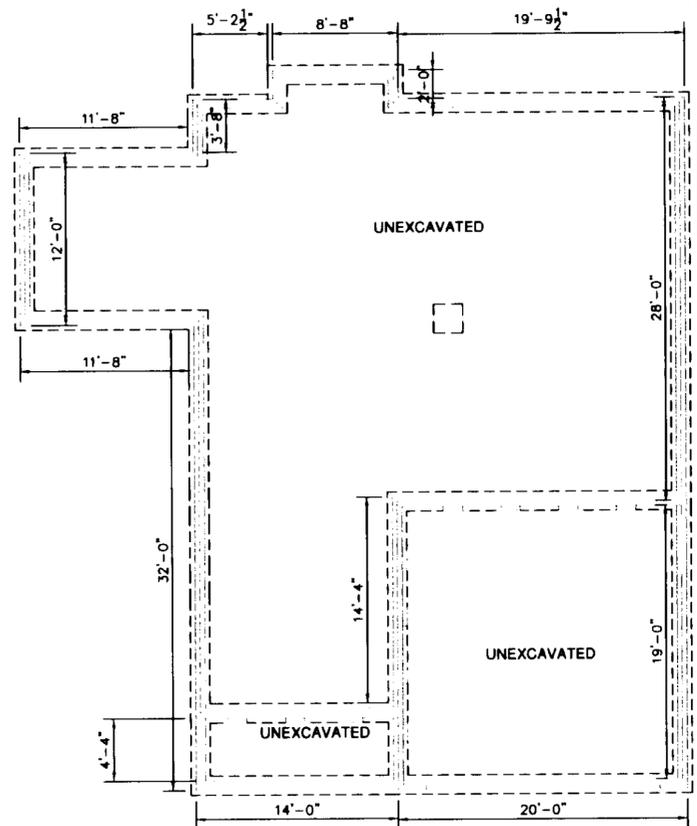
RIGHT ELEVATION



FIRST FLOOR  
1,213 SQ.FT. (LIVING AREA)  
144 SQ.FT. (OPTIONAL SUNROOM)



SECOND FLOOR  
640 SQ.FT. (LIVING AREA)



54588702  
Page: 77 of 77  
08/27/2001 11:31A  
CONDO 507.00  
FRANK WILLIAMS, SUMMIT CO AUDITOR

**LANDMARK Associates, Inc.**  
SURVEYING, PLANNING & LANDSCAPE ARCHITECTURE  
2104 FRONT STREET SUITE "F"  
CUYAHOGA FALLS, OHIO 44221  
330-922-0853

GREENWOOD HIGHLANDS CONDOMINIUM ASSOC., INC.  
7086 MORNING STAR TRAIL  
TOWNSHIP OF SAGAMORE HILLS, COUNTY OF SUMMIT, STATE OF OHIO.

DATE: 08/13/01  
SCALE: 1/8" = 1'-0"  
FILE: 5006-D2A.DWG  
DWG BY: THS  
CHKD BY: TJK

DATE	REVISION	JOB NUMBER
		00153
		SHEET NUMBER
		8 OF 8