



DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

VALLEY CREEK VILLAGE CONDOMINIUMS

This Declaration is made and entered into this 15<sup>th</sup> day of June, 1978, by BOB SCHMITT HOMES, INC. SUCCESSOR TO WOODLAWN ESTATES, INC., and Ohio Corporation (hereinafter referred to as the "Corporation").

WHEREAS, the Corporation is the owner, in fee simple, of certain real estate situated in the City of Strongsville, Cuyahoga County, Ohio which is described more particularly in Article II hereof, and desires to submit said real estate, together with the buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto to the provisions of Chapter 5311 of the Ohio Revised Code; and

WHEREAS, the Corporation desires to establish for its own benefit and for the mutual benefit of all future owners, mortgagees and occupants of said real estate or any part thereof, certain rights, easements, privileges and restrictions with respect to said real estate and the use, conduct and maintenance thereof; and

WHEREAS, the Corporation desires and intends that the several owners, mortgagees, occupants, and other persons hereafter acquiring any interest in said real estate shall at all times enjoy the benefits of, and shall hold their interest therein, subject to the rights, easements, privileges, and restrictions set forth herein, all of which are declared to be in the furtherance of a plan to promote and protect the co-operative aspect of the ownership and to facilitate the proper administration of said real estate and are established for the purpose of enhancing the value, desirability and attractiveness thereof;

NOW, THEREFORE, BOB SCHMITT HOMES, INC. SUCCESSOR TO WOODLAWN ESTATES, INC., as the owner of the real estate described in Article II hereof and for the purpose above set forth, declares as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Declaration and of any amendment hereto shall have respective meanings specified in this Article.

Association - The Valley Creek Village Condominium Association, the organization of all the unit owners which administers the condominium property and more specifically described in Articles IX hereof and its successors in interest.

Board - The Board of Managers of the Association as the same may be constituted from time to time.

Buildings - The buildings constituting a part of the condominium property and more specifically described in Article V hereof.

Chapter 5311 - of the Ohio Revised Code, as the same may be amended or supplemented from time to time.

Common Areas and Facilities - All parts of the condominium property except the units and designated as common areas and facilities in Article VII hereof;

Common Expenses - Those expenses designated as common expenses in Chapter 5311, in this Declaration or in the ByLaws and the following:

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- (a) All sums lawfully assessed against the unit owner by the association;
- (b) Expenses of administration, maintenance, repair and replacement of the common areas and facilities; and
- (c) Expenses determined from time to time to be common expenses by the Association.

Condominium Property - The parcel, together with the buildings and all improvements and structures thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing for the common use of the unit owners.

Declaration - This instrument as originally executed, or, if amended as herein provided, as so amended.

Drawings - The drawings prepared and certified by Edward A. Schmitt, Registered Architect, and Michael Hura, Registered Surveyor, relating to the condominium property, which drawings are identified as Exhibit A to the Declaration.

Limited Common Areas and Facilities - Those parts of the common areas and facilities reserved for use of a certain unit to the exclusion of all other units and designated as limited common areas and facilities in Article VIII hereof.

Occupant - The person or persons, natural or artificial, other than the unit owner, in possession.

Ownership Interest - A unit and the undivided interest in the common areas and facilities appertaining thereto.

Parcel - The entire tract of land described in Article II hereof.

Rules - Such rules and regulations governing the operation and use of the condominium property or any portion thereof as may be adopted and amended by the Board from time to time.

Unit - A part of the condominium property consisting of a number of rooms designed for use as a single-family residence and more specifically described in Article VI hereof.

Unit Owner - A person or persons, natural or artificial, owning the fee simple estate in a unit.

ARTICLE II

ESTABLISHMENT OF CONDOMINIUM

AND DIVISION OF CONDOMINIUM PROPERTY

The Corporation is the owner of the following described land which, together with the buildings and all improvements and structures thereon, all easements, right and appurtenances belonging thereto, and all articles of personal property existing for the common use of the unit owners, is hereby submitted to the provisions of Chapter 5311 of the Ohio Revised Code:

LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio. Being known as part of Block "A" of LedgeWood Subdivision No. 1 as recorded in Volume 214, Page 29 of Plat Records, bounded and described as follows;

Beginning at the southwest corner of Block "A", said corner being in the easterly line of Fallingwater Road. Thence in a northerly direction in said easterly line, being in the arc of a curve bearing to the left and having a radius of 1585.49 feet, an arc distance of 280.19 feet to a point. Thence in a general northerly direction along said easterly line, being in the arc of a curve bearing to the left

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and having a radius of 70.00 feet, an arc distance of 99.54 feet to a point. Thence in a general southeasterly direction along the arc of a curve bearing to the left and having a radius of 20.00 feet, a distance of 20.94 feet to a point of tangency. Thence North 89° 41' 19" East, a distance of 167.06 feet to a point. Thence South 0° 18' 41" East, a distance of 218.38 feet to a point of curve. Thence in a general southeasterly direction along the arc of a curve bearing to the left and having a radius of 20.00 feet, a distance of 17.45 feet to a point of compound curve. Thence in a general southerly to westerly direction along the arc of a curve bearing to the right and having a radius of 50.00 feet, an arc distance of 122.17 feet to a point. Thence South 0° 18' 41" East, a distance of 21.73 feet to the southerly line of said Block "A". Thence South 87° 36' 49" West along the south line of Block "A", a distance of 239.60 feet to the place of beginning, embracing 1.812 acres of land, but being subject to all legal highways.

ARTICLE IIINAME

The name by which this condominium property shall be known is The Valley Creek Village Condominium.

ARTICLE IVPURPOSES AND RESTRICTIONS ON THE USE OFCONDOMINIUM PROPERTY

(1) Purposes - The purpose of the condominium property are to provide housing and recreational facilities for the unit owners and their respective families, tenants, guests, and servants in accordance with the provisions of Chapter 5311.

(2) Restrictions on Use - The units and common areas and facilities shall be used and occupied as follows:

(a) No part of the condominium property shall be used for other than housing and the related common purposes for which the condominium property was designed. Each unit shall be used and occupied as a residence for a single family and for no other purpose.

(b) There shall be no obstruction of the common areas and facilities nor shall anything be stored in the common areas and facilities except as is otherwise provided herein.

(c) Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rates of insurance on the buildings or contents thereof beyond that customarily applicable for residential use, without the prior written consent of the Association. No unit owner shall permit anything to be done or kept in his unit or in the common areas and facilities which will result in the cancellation of insurance on any building, or the contents thereof, or which would be in violation of any law or regulation of any governmental authority. No waste shall be committed in the common areas and facilities.

(d) No unit owner shall cause or permit anything (including, without limitation, a sign, awning, canopy, shutter, storm door, screen door, radio, television or C. B. Antenna), to be hung, displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, of the outside of windows or doors, without the prior written consent of the Association.

(e) No animals or birds of any kind shall be raised, bred, or kept in any unit or in the common areas and facilities, except that dogs, cats and other household pets may be kept in units, subject to the rules adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purposes; and provided, further, that any such pet causing or creating a nuisance or disturbance shall be permanently removed from the condominium property upon ten (10) days' written notice from the Association.

(f) No noxious or offensive activity shall be carried on in any unit or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants.

(g) Nothing shall be done in any unit or in, on or to the common areas and facilities which will impair the structural integrity of the buildings or any part thereof or which would structurally change the buildings or any part thereof except as is otherwise provided herein.

(h) No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the common areas and facilities, except in a patio court in such manner as not to be visible except from the unit for which such courtyard is reserved. The common areas and facilities shall be kept free and clear of all rubbish, debris and other unsightly materials.

(i) Except in a patio court in such manner as not to be visible except from the unit for which such court is reserved, or (subject to the rules), on driveways or in other areas specifically designed and intended for such purposes, there shall be no playing, lounging or parking or placing of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs in or on any part of the common areas and facilities.

(j) No industry, business trade, occupation, or profession of any kind, whether for commercial, religious, educational, charitable or other purposes shall be conducted, maintained, or permitted on any part of the condominium property except such as may be permitted by the Association and subject to the rules, nor shall any "For Sale", "For Rent" or political signs or other window displays or advertising be maintained or permitted by any unit owner on any part of the condominium property or in any unit therein, except that,

(i) the Corporation may perform or cause to be performed such work as is incident to the completion of the development of the condominium property, or to the sale or lease of units owned by the Corporation;

(ii) the Corporation or its agent may place "For Sale" or "For Rent" signs on any unsold or unoccupied units and may place such other signs on the condominium property as may be required to facilitate the sale or lease of unsold units;

(iii) the Association or its agent or representative may place "For Sale" or "For Rent" signs on any unit or on the condominium property for the purposes of facilitating the disposal of units by any unit owner, mortgagee or the Association; and

(iv) a unit owner with respect to a unit, and the Association or its agent or representative, with respect to the common areas and facilities, may perform or cause to be performed any maintenance, repair, or remodeling work, or other work, required or permitted by this Declaration.

ARTICLE V

GENERAL DESCRIPTION OF BUILDINGS

The buildings constituting a part of the condominium property are

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eight (8) single units, one ~~two~~ story structures, without basements. Each building is constructed of wood frame, with the exterior consisting mainly of wood. Each unit is designed for use as a single-family residence, and includes a two (2) car integral garage.

ARTICLE VI

UNITS

- (1) Description of Units. Each unit shall consist of:
  - (a) The Space enclosed within the undecorated interior surfaces of its perimeter walls, floors and ceilings (being in appropriate cases the inner surface parallel to the roof plane, of the roof rafters, and the projections thereof) projected, where appropriate, to form a complete enclosure of space, if any pipes, ducts, wires, conduits or structural divisions such as interior walls or partitions intervene;
  - (b) Any finishing material applied or affixed to the interior surfaces of the perimeter walls, floors, and ceilings, including, without limitation, paint, lacquer, varnish, wallpaper, tile and paneling;
  - (c) Non-supporting interior walls;
  - (d) Windows and doors (including the garage door) in the perimeter walls, whether located within the bounds of a unit or not, but not including any space occupied thereby to the extent located outside the bounds of the unit;
  - (e) All utility pipes or lines or systems, and fixtures or appliances connected thereto, servicing a single unit (or connecting a single unit to a main or central utility or the point of disconnection from such main or central utility) whether located within the bounds of the unit or not, but not including any space occupied thereby to the extent located outside the bounds of the unit.

Units forming a part of the condominium property are more particularly described in the drawings, which show graphically all the particulars of the buildings; without limiting the generality of the foregoing, the unit designations, location, approximate area and number of rooms (exclusive of garage and minor rooms, all of which are shown on the drawings) are set forth below:

<u>UNIT</u>	<u>VALLEY CREEK VILLAGE CONDOMINIUM</u>	<u>APPROXIMATE AREA (Sq. Ft.)</u>
3638	13540 Sun Crest Ct.	2116
3639	13524 Sun Crest Ct.	2116
3640	13508 Sun Crest Ct.	2116
3641	13492 Sun Crest Ct.	2404
3642	13478 Sun Crest Ct.	2116
3643	13460 Sun Crest Ct.	2116
3644	13444 Sun Crest Ct.	2116
3645	13428 Sun Crest Ct.	1912

Each unit has immediate access to the common areas and facilities or limited common areas and facilities contiguous to the building in which such unit is located.

(2) Prohibition Against Subdivision of Unit. No unit owner shall, by deed, plat or otherwise, subdivide or in any manner cause his unit to be separated into tracts or parcels smaller than the whole unit as shown on the drawings.

(3) Ownership of a Unit. Except with respect to any of the common areas and facilities located within the bounds of a unit, each unit owner shall be entitled to the exclusive ownership and possession of his unit and to the ownership of an undivided interest in the common areas and facilities in the percentage expressed in Article VII hereof.

#### ARTICLE VII

##### COMMON AREAS AND FACILITIES

(1) Description. Except as otherwise in this Declaration provided the common areas and facilities shall consist of all parts of the condominium property except the units. Without limiting the generality of the foregoing, the common areas and facilities shall include the following, whether located within the bounds of a unit or not:

(a) All structural parts of the building, including, without limitation, foundations, columns, joists, beams, supports, supporting walls, floors, ceilings, and roofs;

(b) Patios, yards, courts, and driveways;

(c) Any utility pipe or line or system servicing more than a single unit, and all ducts, wires, conduits and other accessories used therewith, but excluding any pipe or line or system or to a pipe or line or system servicing more than a single unit;

(d) All other parts of the condominium property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as common areas and facilities in the drawings;

(e) The limited common areas and facilities hereinafter described;

(f) Walls and fences outside the boundaries of a unit; and

(g) All repairs and replacements of any of the foregoing.

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

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

(4) Interest in Common Areas and Facilities. The percentage of interest in the common areas and facilities of each unit has been determined by the Corporation in accordance with the provisions of Chapter 5311 and is as follows:

VALLEY CREEK VILLAGE CONDOMINIUM

<u>UNIT</u>	<u>LOCATION</u>	<u>PERCENTAGE OF INTEREST</u>
3638	13540 Sun Crest Ct.	12.4383%
3639	13524 Sun Crest Ct.	12.4383%
3640	13508 Sun Crest Ct.	12.4383%
3641	13492 Sun Crest Ct.	14.1312%
3642	13478 Sun Crest Ct.	12.4383%
3643	13460 Sun Crest Ct.	12.4383%
3644	13444 Sun Crest Ct.	12.4383%
3645	13428 Sun Crest Ct.	11.2390%

ARTICLE VIII

LIMITED COMMON AREAS AND FACILITIES

(1) Description. Each unit owner is hereby granted and irrevocable license to use and occupy the limited common areas and facilities reserved exclusively for the use of his unit, which shall consist of;

(a) The limited common areas and facilities (including any yard, entry, court, patio, patio court, and driveway located therein) contiguous to the building in which such unit is located, extending from such building to the limited common areas boundaries as shown on the drawings; and

(b) All other of the common areas and facilities as may be located within the bounds of a unit which are intended for the exclusive service of the unit, the use and occupancy of which shall in each case be limited to such a unit.

(2) Use and Maintenance. A unit owner's use and occupancy of the limited common areas and facilities reserved for his unit shall be subject to and in accordance with this Declaration and the rules. Each unit owner shall in accordance with the rules maintain the patio and interior of any patio court, reserved for his unit, including the pavement and any plantings or other landscaping therein, and the association shall maintain the remainder of the limited common areas and facilities.

ARTICLE IX

ASSOCIATION

(1) The Association for the administration of the condominium property shall be deemed to exist immediately upon the filing of this Declaration for record. The Association shall be called "The Valley Creek Village Condominium Association" or a name similar thereto, and may be an unincorporated association or may be or become an Ohio Corporation not for profit. Each unit owner shall be a member of the Association, which membership shall terminate upon the sale of other disposition by such member of his unit, at which time the successor unit owner shall become a member of the Association. The Association shall be governed by bylaws in the form of the Bylaws attached hereto as Exhibit B, which bylaws may be amended from time to time as therein provided. The bylaws may contain, in addition to the provisions required to be included

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therein by Chapter 5311, any further provisions deemed by the Association to be desirable and not inconsistent with this Declaration.

(2) Upon the filing of this Declaration for record, the Corporation shall appoint the initial members of the Board (who may or may not be unit owners), who shall serve in such capacity until such time as their successors are elected and qualified in accordance with the bylaws; provided, however, that any vacancy which might arise for any reason whatsoever in the initial Board of Managers shall be filled by the Corporation until such successors are elected and qualified.

ARTICLE X

AGENT FOR SERVICE OF PROCESS

William F. Mahoney, Attorney at Law, a natural person whose business address is 10766 Gate Post Road, Strongsville, Cuyahoga County, Ohio 44136, is hereby appointed as the statutory agent to receive service of process for the association. The agent may at any time hereafter resign its position by delivering to the Association and filing for record (in the miscellaneous file of the Cuyahoga County Recorder's Office) notice of such resignation. The Association shall thereupon promptly select a successor agent and file for record an amendment to this Declaration naming said successor agent.

ARTICLE XI

GENERAL PROVISIONS AS TO UNITS AND COMMON AREAS AND FACILITIES

(1) Easements.

(a) The Association may hereafter grant easements for utility purposes for the benefit of the condominium property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along, on and through any portion of the common areas and facilities; and each unit owner by his acceptance of added to his unit agrees from time to time to execute, acknowledge, deliver and record for and in the name of such unit owner, such instruments (with dower rights released) as may be necessary to effectuate the foregoing.

(b) An easement in favor of each unit owner is hereby established to permit such owner to attach draperies, pictures, mirrors and like decorations and furnishings to the interior surfaces of the perimeter and interior walls and ceilings.

(c) Each unit shall be subject to such easement as may be necessary for the installation, maintenance, repair or replacement of any common areas and facilities located within the boundaries of such unit.

(d) In the event that, by reason of the construction, reconstruction, settlement or shifting of any building, any part of the common areas and facilities encroaches or shall hereafter encroach upon any part of any unit or any part of the common areas and facilities or any other unit, valid easements for such encroachment and the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit and the common areas and facilities, as the case may be, so long as all or any part of the building containing any such unit shall remain standing; provided, however, that in no event shall a valid easement for encroachment be created in favor of the unit owner as owners of the common areas and facilities if such encroachment occurred due to the willful conduct of such unit owner or owners.

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(e) So long as the Corporation remains the owner of any unit (other than a unit required by the corporation after initial conveyance by it), the Corporation shall retain an easement to permit it to construct and install fences on the condominium property in order to provide privacy for any unit in The Valley Creek Village Condominium, which fences when installed shall be a part of the limited common areas and facilities.

(f) A nonexclusive easement is hereby reserved to the Corporation and to its successors and assigns:

(i) to use the paved portion of any and all private streets designated on the blue prints filed with this Declaration of condominium property for purposes of ingress to and egress from the Additional Property of the Corporation described in Article XXI hereof, on foot or by vehicle, subject to the same regulations as are contained in this Declaration and in the rules; provided, however, that the management, maintenance (including snow removal) repair and replacement of said paved portion as a part of the common areas and facilities shall be entirely the responsibility of the Association, which shall have sole authority in such matters exercisable in the full discretion of the Association pursuant to and in accordance with this Declaration and the Corporation and its successors and assigns shall have no responsibility or authority with respect thereto; and provided further that, in the event any building or unit shall be constructed upon any portion of the Additional Property, the owner or owners of such building or unit shall be obligated (commencing as to any such building, on the date such building is occupied) to reimburse the Association from time to time for a pro rata share of the cost of such maintenance, repair and replacement, in the proportion that the floor area of each such building or unit on the Additional Property bears to the total floor area of the units and all such buildings or units on the Additional Property; and

(ii) to connect to any water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires, and any other utility facilities and appurtenances, over, under, along, on and through any portion (paved or unpaved) of the common areas and facilities occupied by any such private street for purposes of providing utility services of all kinds for the Additional Property of the Corporation described in Article XXI hereof, without any payment or other obligation whatsoever.

(iii) in the event any streets, private drives or driveways designated shall, in accordance with Article XI of this Declaration or otherwise, become a public street, affording access to and from the property; or

(iv) when title to all units of the Valley Creek Village Condominiums have been transferred and recorded in the new owners.

(2) Use of Common Areas and Facilities. No person shall use the common areas and facilities or any part thereof in any manner contrary to or not in accordance with this Declaration or the rules pertaining thereto. Without limiting the generality of the foregoing, the Association shall have the right, but not the obligation, to promulgate rules governing the use of the common areas and facilities by unit owners and occupants and their respective families, tenants, guests, invitees, servants, and contractors performing work for the unit owner.

(3) Management, Maintenance, Repairs and Replacement of Common Areas and Facilities. Except as otherwise provided herein or in the rules, the management, maintenance, repair and replacement of the common areas and facilities shall be the responsibility of the Association. The Board may

delegate all or any portion of its authority to discharge such responsibility to one or more independent contractors or to a managing agent, provided that no contract for such services shall provide for a term in excess of one year (which contract may, however, be renewed by action of the Board).

(4) Maintenance of Units.

(a) The association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions of the common areas and facilities located within the bounds of a unit excluding, however:

(i) the interior surfaces of any walls, floors and ceilings; and

(ii) other portions of the common areas, limited common areas and facilities within its bounds, the maintenance, repair or replacement of which may be the responsibility of a unit owner under any other provision of this Declaration.

(b) The responsibility of each unit owner shall be as follows:

(i) to maintain, repair and replace at his expense; all portions of his unit, including the interior surfaces of floors, walls, ceilings and roof; all windows and doors (but the exterior appearance thereof shall be subject to the rules); all utility pipes or lines or systems, and fixtures or appliances (including heating and airconditioning equipment) connected thereto servicing only such unit or connecting such unit alone to a main or central utility, whether located within the bounds of the unit or not; provided any such maintenance, repair or replacement which requires any exterior work or the alteration or excavation of any common area or facility shall be subject to the rules, which may (but need not) require that such work be performed by or under contract from the Association and charged to such unit owner;

(ii) to maintain, repair and replace at his expense such portions of any limited common areas and facilities licensed, granted or otherwise assigned to such owner, as the Association shall from time to time determine;

(iii) to perform his responsibilities in such a manner so as not unreasonable to disturb other persons residing within the building;

(iv) not to paint or otherwise finish or decorate or change the appearance of any portion of any building not within the bounds of the unit, without the prior written consent of the association;

(v) to report promptly to the association or to its managing agent any defect or need for repairs of which he has knowledge, the responsibility for the remedying of which is with the association;

(vi) not to make any alterations in any portions of the buildings which are to be maintained by the association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the buildings without the prior written consent of the association; and

(vii) not to impair or obstruct any easement without the prior written consents of the association and of the unit owner or owners for whose benefit such easement exists.

(5) Repairs to Common Areas and Facilities and Owner's Acts. Each unit owner agrees to maintain, repair and replace at his expense all portions of the common areas and facilities which may be damaged or destroyed by reason of his own or his occupant's act or neglect, or by the act or neglect, of any tenant, guest, invitee, servant, or contractor performing work for such unit owner or occupant.

(6) Construction Defects. The obligation of the Association and of unit

owners to repair, maintain 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 and latent or patent defects in material or workmanship in the construction of the condominium property.

(7) Effect of Insurance of Construction Guarantees. Notwithstanding the fact that the Association and/or any unit owner may be entitled to the benefit of any guarantees of material and workmanship furnished by any contractor or subcontractor responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of construction guarantees or insurance coverage shall not excuse any delay by the Association or any unit owner in performing its or his obligations hereunder.

ARTICLE XII

COMMON EXPENSES AND ASSESSMENTS

(1) Obligation of Unit Owners to Pay Assessments. The common profits of the condominium property shall be distributed among and the common expenses shall be charged to the unit owners according to the percentage of interest in the common areas and facilities or their respective units. Every unit owner shall pay his proportionate share of assessments for common expenses and any special assessments levied against him. No unit owner may avoid his proportionate share of assessments levied against him by attempted waiver or release of any rights in the common areas and facilities, nor by abandonment of his unit, nor otherwise.

(2) Failure to Pay Assessments When Due. In the event any unit owner fails to pay any assessment made by the Board within ten (10) days after the same shall have become due and payable, the Board may, in its discretion, discontinue any or all services to the unit owned by such unit owner which may be included as part of the common expenses. Any assessment not paid within ten (10) days after the same shall have become due and payable shall bear interest at a rate of, but not in excess of Eight Per Cent (8%) per annum, or as may be determined by the Board until the same shall have been paid.

(3) Statement of Unpaid Expenses. Any prospective grantee or mortgagee of an ownership interest may request in writing a written statement from the Board or managing agent of the Association setting forth the amount of unpaid assessments with respect to the unit ownership to be sold or encumbered, and the Board shall within ten (10) days after receipt of such request, furnish such a statement. In the case of a sale of any ownership interest, no grantee shall be liable for, nor shall any ownership interest be subject to a lien for, any unpaid assessments which became due prior to the date of the making of such request and which are not set forth in such statement. In the case of the creation of any mortgage, any lien of the Association for unpaid assessments which became due prior to the date of the making of such request and which is not set forth in such statement shall be subordinate to such mortgage if such unpaid assessments are not set forth in such statement.

(4) Responsibility of Unit Owners for Unpaid Assessments. Except as otherwise provided in Paragraph 3 of this Article XII in the case of any voluntary conveyance of a unit the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter up to the time of transfer, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee therefor. A unit owner shall be liable for all assessments made while he is the owner of a unit, and no unit owner shall be liable for any such assessments made after he ceases to be the owner of a unit.

(5) Non-Liability of Mortgagee as Mortgage Foreclosure Sale Purchaser. If the mortgagee (under a first mortgage of record upon a unit) purchases such

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unit as a result of a mortgage foreclosure sales judicially ordered or decreed in an action to which the Association has been made a party, or by deed in lieu of foreclosure, such mortgagee upon acquiring title to such unit shall not, by virtue of such ownership, become liable for the share of the common expenses or other assessment by the Association against the former owner of such unit which became due prior to the mortgagee's right to recover such unpaid share of the common expenses or other assessments for such former owner, such unpaid share shall upon the mortgagee's acquisition of title be deemed to be common expenses collectible from all of the unit owners, including such mortgagee, according to the percentage of interest in the common areas and facilities of their respective units.

(6) Lien for Unpaid Assessments. The Association shall have a lien upon each ownership interest for the payment of all assessments, whether for the common expenses or levied as special assessments against the unit constituting a part of such ownership interest which remain unpaid for the ten (10) days after the same have become due and payable in like manner and with the same effect as the lien of the Association for common expense accorded by Chapter 5311.

(7) Status of Assessments and Other Funds Collected. All assessments and other funds collected by the Association shall be held and expended solely for the purposes designated in this Declaration and the Bylaws, and (except for such special assessments as may be levied against or required to reflect delinquent or prepaid assessments) shall be deemed to be held by the Association in trust for the use, benefit and account of all the unit owners according to the percentage of interest in the common areas and facilities of their respective units; upon transfer of title to any unit, the transferee shall succeed as unit owner to his predecessor's interest in such assessments and other funds and such predecessor shall have no further interest therein.

(8) Exempt Property. Any unit owned by the Corporation prior to transfer of title to such unit by the Corporation shall be exempted from the assessments and lien created by this Article XII.

### ARTICLE XIII

#### SALE OR LEASE OF UNITS

(1) Sale. Any unit owner, excluding the Corporation from notice requirement to the Association, may sell his or her ownership interest or any interest therein on whatever terms or conditions he or she deems best, to any person or entity, but such owner must give to the Board, not less than thirty (30) days prior to the date of the proposed sale, written notice of the proposed sale, together with his/or her name which is the subject matter of the proposed sale. The purpose for such notice being to assure the Association of payment of any money owed by the owner to the Association as provided herein prior to the transfer of title. Failure of the owner to provide such notice to the Association shall give the Association the right to enjoin such a sale or transfer of interest through any court competent jurisdiction, with all costs, including reasonable attorney's fees to be paid by the unit owner, unless or until all monies owed to the Association have been paid. In all instances sale and/or transfer of title shall be subject to these Covenants and Restrictions and the Bylaws of the Association.

(2) Lease (Rental). The units shall not be leased (rented) by any owner thereof for transient or hotel purposes, which shall be defined as (1) lease or rental for any period less than thirty (30) days; or (2) any rental if the occupants of the Units are provided customary hotel service such as room service for food and beverage, maid service, furnishing of laundry and linen and bellboy service. Other than the foregoing obligations, Unit Owners shall have the absolute right to lease (rent) their respective Units, provided that said lease (rental) is made subject to the Covenants and Restrictions of this Declaration and the Bylaws of the Association.

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ARTICLE XIV

PURCHASE OF UNIT OF DISSENTING OWNER

UPON REHABILITATION

In the event that the Association decides to have the condominium property renewed and rehabilitated as provided in Chapter 5311, any unit owner who does not vote for such renewal and rehabilitation may elect to receive the fair market value of his ownership interest, less the amount of any liens and encumbrances thereon to be assumed, in accordance with the provisions of Article XVII hereof.

ARTICLE XV

SALE OF CONDOMINIUM PROPERTY

The unit owners, by the affirmative vote of those entitled to exercise not less than Eighty Per Cent (80%) of the voting power, may elect to sell the condominium property as an entirety. Any such election shall be binding upon all unit owners and all unit owners shall thereupon execute and deliver all such instruments and perform all such acts as may be necessary to effect such sale, provided, however, that any unit owner who does not vote for such sale may elect to receive the fair market value of his ownership interest, less the amount of any liens and encumbrances thereon in accordance with the provisions of Article XVII hereof.

ARTICLE XVI

REMOVAL OF PROPERTY FROM PROVISIONS OF

CHAPTER 5311

Anything in Chapter 5311 to the contrary notwithstanding, the unit owners, by the affirmative vote of those entitled to exercise not less than Eighty Per Cent (80%) of the voting power, may elect to remove the condominium property from the provisions of Chapter 5311. Any unit owner who does not vote for such removal may elect to receive the fair market value of his ownership interest, less the amount of any liens and encumbrances thereon, in accordance with the provisions of Article XVII hereof.

ARTICLE XVII

PROCEEDINGS CONCERNING DISSENTING OWNERS

Any unit owner who is entitled to notice of meeting called to act upon any of the matters mentioned in Articles XIV, XV and XVI hereof, and who does not vote in favor of such matters shall be entitled, upon complying with the provisions of this Article, to receive the fair market value of his ownership interest as of the date such vote is taken, less the amount of any liens and encumbrances thereon. Such unit owner in order to become entitled to such receipt, shall serve a written demand therefore upon the president or other chief officer of the association within five (5) days after receiving notice of such vote. The unit owner shall specify in said demand his name and address, and unit of which he is the owner and with respect to

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which such demand is made, the amount claimed by him as constituting such value, and the amount of such liens and encumbrances thereon. If the Board is unwilling to pay the amount so demanded, the Board may, on behalf of the association, within ten (10) days after the service of such written demand, so notify the unit owner and make a counter offer of a different amount as the fair market value of the ownership interest as to which demand has been made in compliance hereewith. The fair market value of the ownership interest involved in the demand by the unit owner shall be deemed to be the amount demanded by him if he has complied with the provisions of this Article, or if the association as aforesaid has made a counter offer of a different amount, then the amount specified in such counter offer, unless either

(a) The Board and the unit owner at any time within twenty (20) days after the service of such demand agree upon a different amount, or

(b) Either the unit owner or the association, within said twenty (20) days period (but not thereafter) serves a written notice on the other that he or it desires that the determination of the fair market value of such unit shall be made by a board of appraisers, in which case, such determination shall be made by the majority vote of a board of three (3) appraisers, one of whom shall be appointed by the Board and the other of whom shall be appointed by the unit owner, each such appointment to be made within five (5) days after the receipt by the other party of the aforesaid notice and the third of whom shall be appointed by the first two appraisers within five (5) days after the last of their respective appointments.

The fair market value, determined as above provided, of such ownership interest less the amount of any liens and encumbrances thereon as above provided, shall be paid to the unit owner in return for a conveyance of his ownership interest, subject to any liens and encumbrances thereon, to the president or chief officer of the association as trustee for all other unit owners. Such conveyance and payment of the consideration therefor, which shall be a common expense to the unit owners who have not elected to receive the fair market value of their units, shall be made within ten (10) days after the service of the aforesaid written demand by the unit owner unless the Association has made a counter offer as above provided, in which event such conveyance and payment shall be made within ten (10) days after the fair market value of the ownership interest has been agreed upon or determined by said board of appraisers, as the case may be.

#### ARTICLE XVIII

##### INSURANCE

###### (1) Fire and Extended Coverage Insurance.

(a) The Board shall from time to time obtain for the benefit of all unit owners insurance on the buildings and all other structures and improvements constituting a part of the condominium property and on the permanent additions and improvements located within the bounds of each unit against loss or damage by fire, lightning, such perils as are comprehended within the term "extended coverage", vandalism and malicious mischief in an amount not less than the full replacement value thereof. Such insurance shall be written in the name of, and the proceeds thereof shall be payable to, the Association as trustee for the unit owners and their respective mortgagees, as their interest may appear, and provisions shall be made for the issuance, upon request, of certificates of such insurance to the unit owners and their respective mortgagees. The coverage afforded by such insurance shall be reviewed by the Board not less frequently than once each year to determine if the amounts payable thereunder and the coverage thereof comply with the requirements of this subparagraph (a). Each unit owner shall promptly advise the board of the managing agent, if any, of the nature and value of any permanent additions or improvements contemplated to be made with respect to

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his unit. Such insurance shall also provide for the waiver by the insurer of any and all rights of Subrogation or assignment and all causes and rights of recovery against the unit owners, and their respective families, tenants, guests, and servants, and each of them, the Association, the Board any managing agent and all persons lawfully in possession or control of any part of the condominium property, for the recovery against them or any of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

(b) Any unit owner may obtain individual contents or chattel property insurance, but no unit owner may procure any individual policies of insurance insuring against any loss or damage covered by any of the insurance procured by the Board in accordance with subparagraph (a), of this paragraph (1). All policies of insurance purchased by unit owners shall contain waivers of subrogation or assignment in form satisfactory to the Boards, and copies of all such policies shall be deposited with the Board or the managing agent.

(2) Public Liability Insurance. The Board shall insure itself, the association, and managing agent, the unit owners and their respective families tenants, guests and servants and all other persons lawfully in possession or control of any part of the condominium property, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from or related to the common areas and facilities, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one occurrence, and to the limit of not less than Five Hundred Thousand Dollars (\$500,000.00) in respect to damage to or destruction of property arising out of any one accident. Such insurance shall not insure against liability for personal injury or property damage arising out of or relating to the individual units.

(3) Responsibility for Reconstruction or Repair.

(a) If any part of the Condominium Property insured as required herein shall be damaged by perils covered by the Casualty Insurance, such damaged portion shall be promptly reconstructed or repaired 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 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 such sale or a sale of the Condominium Property after such election by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Areas and Facilities. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged.

(4) Procedure for Reconstruction or Repair.

(a) Immediately after a casualty damage to any portion of the Condominium Property insured as required herein, 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.

(b) 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 premium, 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 Association.

(c) The proceeds of the Casualty Insurance and the sums deposited with the Association from collections of special assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be applied by the Association to the payment of the cost of reconstruction and repair from time to time as the work progresses, but not more than frequently than once in a calendar month. The Association shall make such payments upon receipt of a certificate, dated not more than fifteen (15) days prior to such a 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 Association 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.

(5) Board as Agent. The Board shall be the exclusive agent for each of the unit owners and for each holder of a mortgage or other lien upon any unit, to adjust all claims arising under insurance policies procured by the Board and to execute and deliver releases upon the payment of claims.

#### ARTICLE XIX

##### REMEDIES FOR BREACH OF COVENANTS AND RULES.

(1) Abatement and Enjoinment. If any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit) shall violate any Rules or breach any covenant or provision contained in this Declaration or in the Bylaws, the Association shall have the right, in addition to the rights hereinafter set forth in this Section 17 and those provided by law, (1) to enter any Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner of such Unit, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of this Declaration or of the Bylaws or of the Rules, and the Association, or its agents, shall not thereby be deemed guilty in any manner of trespass or (2) to enjoin, abate or remedy by appropriate legal proceedings either at law or in equity, the continuance of any breach.

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(2) 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 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 instituted 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 right, title and interest of the Unit Owner or Occupant in his Ownership Interest of interest therein shall be sold (subject to any liens or encumbrances thereon) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall 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 in the name of the Association for all the Unit Owners. The proceeds of any such judicial sale shall first be paid to discharge court costs, receiver's fees, reasonable attorney's 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, may be paid to the Unit Owner or Occupant. Upon the confirmation of such sale, the purchaser thereof shall, subject to the rights and privileges of the Association provided hereof, 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 purposes 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.

(3) Internal Disciplinary and Grievance Procedure. Notwithstanding any other provisions of this section, the following procedure is adopted as an internal disciplinary and grievance procedure and is for the purpose of preserving harmony and amicable settling disputes and submission of such dispute and/or grievance to such procedure shall be deemed a condition precedent to institution of any legal action. Any claim, allegation, charge, order or rules arising out of the operation of occupancy of the Condominium Property pursuant to its Declaration, Bylaws and Rules and Regulations which shall be contested by any unit owner shall be referred to a tribunal to hear and decide such issue or issues. An aggrieved Unit Owner, or the President acting on behalf of the Association, may institute such proceeding by filing with the Association a written statement setting forth such facts and information and exhibits as are deemed necessary by the proponent to form the basis of the charge. Thereafter, a special meeting of the Board shall be called, by the President, within thirty (30) days at which meeting a tribunal of five (5) members shall be selected by blind drawings from among all unbiased unit owners who are occupants. Thereafter any vacancy for any reason in the tribunal as constituted shall be filled within thirty (30) days in the manner heretofore prescribed. The tribunal members will be so informed by the President of the Association of their selection and will convene within seven (7) days after their selection, or date of filing of last vacancy at the office of the Association upon the Condominium Property, or such other convenient place. One member shall be elected as Chairman and shall preside over the meeting. Another member shall be elected as Secretary and shall

keep appropriate records of all proceedings of the tribunal and initiate all correspondence and notices required by and of it. All information received shall be kept confidential by the tribunal members. In its initial meeting the tribunal will review the written charges and set a hearing date to be within thirty (30) days thereof, giving written notice to the proponent and all other necessary parties of the issue raised and the time and place of the hearing, at which time the proponent and opponent shall be present and be given opportunity to present evidence, confront adverse parties, and question others and be questioned by others concerning the issues involved. In accomplishment thereof, the proponent shall first present all testimony and evidence to support his written charge, after which the opponent shall present a written statement, together with evidence and testimony; thereafter, the proponent shall be entitled to a rebuttal period, and then the opponent. After the tribunal has heard all testimony and evaluated the evidence, and reviewed written statements, it shall, by majority vote, taken by secret ballot, render a decision which shall be binding on all concerned. The tribunal secretary shall then give written notice of the issues raised and decision reached to the President of the Association, which information shall be promptly conveyed to all Unit Owners and Occupants. Its function complete, the tribunal is thereupon dissolved. Provided: In the event a proper number of tribunal members as provided for herein cannot be obtained within sixty (60) days of filing of a written charge, the President of the Association shall initiate a request of the American Arbitration Association that it shall appoint an arbitrator to perform all such functions and in such manner as would otherwise be performed by the tribunal. All expenses incurred in connection therewith shall be deemed common expenses.

#### ARTICLE XX

##### GENERAL PROVISIONS

(1) Copies of Notices to Mortgage Lenders. Upon written request to the Board, the holder of any duly recorded mortgage on any ownership interest shall be given a copy of any and all notices permitted or required by this Declaration to be given to the unit owner or owners whose ownership interest is subject to such mortgage, and such mortgage lender may attend any such meeting, and or receive copies of all minutes and reports from the Board of Managers.

(2) Services 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 chief officer of the Association, either personally or by certified mail, with postage prepaid, addressed to such members or officer at his unit.

(3) Service of Notices on Devises and Personal Representatives. Notices required to be given and devises, heir or personal representative of a deceased unit owner may be delivered either personally or by certified mail, with postage prepaid, to such party at his or its address appearing in the records of the court wherein the estate of such deceased unit owner is being administered.

(4) Compliance with Covenants. All unit owners and occupants shall comply with all covenants, conditions and restrictions set forth or referred to in any deed to which they are subject or in the Declaration, By-Laws or rules, as any of the same may be amended from time to time.

(5) Non-Waiver of Covenants. No covenants, conditions, or restrictions, obligations, or provisions contained in this Declaration, the By-Laws or the rules 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.

(6) Insufficiency of Liability Insurance. In the event the insurance effected by the Board on behalf of the unit owners and occupants against liability for personal injury or property damage arising from or relating to the common areas and facilities shall, for any reason, not fully cover any such liability, the amount of any deficit shall be a common expense to the unit owners, and any unit owner who shall have paid all or any portion of such deficiency in an amount exceeding his proportionate share thereof based on his percentage of interest in the common areas and facilities shall have a right of contribution from the other unit owners according to their respective percentages of interest in the common areas and facilities.

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

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

(9) Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) any rule against perpetuities or any analogous provision (b) any rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limitations, then such provision shall continue in effect for only twenty-one (21) years after the death of the last survivor of the now living descendants of James Carter, President of the United States, and James Rhodes, Governor of the State of Ohio.

(10) Covenants to Run with Land. All easements, rights, covenants, conditions and restrictions set forth in this Declaration are appurtenances running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Corporation, its successors and assigns, and any unit owner, occupant, purchaser, lessee, mortgagee and other person having an interest in the condominium property, or their heirs, successors or assigns, or any portion thereof.

(11) Interpretation of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a high quality condominium development.

#### ARTICLE XXI

##### AMENDMENTS TO DECLARATION AND

##### ACTION WITHOUT MEETING

(1) Amendments by Unit Owners. The provisions of Articles VI, VII, paragraph (6) of Article XIII, and this Article XXI of this Declaration may be amended by the affirmative vote of all unit owners at a meeting held for such purpose. All other provisions of this Declaration may be amended by the unit owners at a meeting held for such purpose by the affirmative vote of those entitled to exercise not less than Eighty Per Cent (80%) of the voting power. No amendment of this Declaration shall conflict with the provisions of Chapter 5311. Upon the adoption of any amendment, a certificate containing a copy of the resolution adopting the amendment and a statement of the manner of its adoption shall be filed with the Recorder of the County in which the condominium property is situated and thereupon this Declaration shall be amended accordingly. Such certificate shall be signed

by the President or other chief officer and the secretary or an assistant secretary of the association.

(2) Action Without Meeting. Any action which may be authorized or taken at a meeting of the unit owners or of the Board, as the case may be, 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 unit owners or all of the members of the Board, respectively, which writing or writings shall be filed with or entered upon the records of the association. Any certificate with respect to the authorization or taking of any such action which is required to be filed with the Recorder of the County in which the Condominium Property is situated shall recite that the authorization or taking of such action was in a writing or writings approved and signed as specified in this Article XXI.

ARTICLE XXII

ADDITIONAL PROPERTY OF THE CORPORATION

(1) Description. The Corporation is owner in fee simple of the following-described property (The Additional Property) which adjoins the condominium property;

LEGAL DESCRIPTION

VALLEY CREEK VILLAGE

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio. Being known as part of Block "A" of Ledgewood Subdivision No. 1 as recorded in Volume 214, Page 29 of Plat Records, bounded and described as follows:

Beginning at the northwest corner of Block "A", said corner being in the easterly line of Fallingwater Road. Thence in a southerly direction along said easterly line, being in the arc of a curve bearing to the right and having a radius of 1570.49 feet, an arc distance of 107.45 feet to a point. Thence in a general southeasterly direction along said easterly line, being in the arc of a curve bearing to the right and having a radius of 70.00 feet, an arc distance of 30.50 feet to a point of reverse curve. Thence in a general southeasterly direction along the arc of a curve bearing to the left and having a radius of 20.00 feet, an arc distance of 20.94 feet to a point of tangency. Thence North 89°41'19" East, a distance of 167.06 feet to a point. Thence South 0°18'41" East, a distance of 218.38 feet to a point of curve. Thence in a general southeasterly direction along the arc of a curve bearing to the left and having a radius of 20.00 feet, a distance of 17.45 feet to a point of reverse curve. Thence in a general southerly to westerly direction along the arc of a curve bearing to the right and having a radius of 50.00 feet, a distance of 122.17 feet to a point. Thence South 0°18'41" east a distance of 21.73 feet to the south line of Block "A". Thence North 87°36'49" East along the south line of Block "A", a distance of 529.32 feet to the southeast corner thereof. Thence North 0°18'41" West along the easterly line of Block "A", a distance of 464.25 feet to the northeast corner thereof. Thence South 89°41'19" West along the northerly line of Block "A", a distance 705.12 feet to the place of beginning, embracing 6.038 acres of land, but being subject to all legal highways.

(2) Development and Incorporation of Additional Property into Condominium; The Corporation contemplates eventual development of the Additional

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Property for approximately thirty (30) single family residence units, of substantially the same types as the units in the condominium property, and the subjection of the Additional Property as so developed (or any portion thereof so developed) to the provisions of Chapter 5311 of the Ohio Revised Code, which the Corporation deems may be beneficial to The Valley Creek Village Condominium.

Without limiting the right of the Corporation to develop the Additional Property in such manner as it deems appropriate, in the event the Additional Property (or any portion or portions thereof) is developed as presently contemplated and such development is substantially completed by December 31, 1980, the Corporation may incorporate the Additional Property, (or portion or portions thereof) as so developed into the Valley Creek Village Condominium by the filing from time to time of an Amendment to the Declaration and Amended Drawings reflecting such incorporation, such Amendment to provide for each Unit (including the new units developed upon the Additional Property or portion or portions thereof) a percentage of interest in the common areas and facilities which shall be in the proportion which the square footage of each unit bears to the aggregate of the square footage of all the units in the condominium, as determined by the Corporation in good faith. If requested by the Corporation, each unit owner of a unit shall ( and upon the filing for record of a deed to such unit does agree to) approve any such Amendment to the Declaration and in order to exercise such Amendment to the Declaration and in order to exercise such approval shall execute and deliver to the Corporation, concurrently with the filing of said deed for record, a limited power of attorney in recordable form irrevocable appointing the Corporation as the unit owner's true and lawful attorney in fact in the unit owner's name, place andstead to execute, acknowledge and file for record each and every amendment solely for the purpose of so incorporating the Additional Property (or any portion or portions thereof), and further shall execute or join in the execution of, acknowledge, deliver and record such other instruments (with dower rights released) as may be deemed by the Corporation necessary or appropriate to effectuate such incorporation. If requested by the Corporation, each mortgagee of a unit shall (and upon filing for record of a mortgage to such unit does agree to) approve, consent to or join in the execution of any such Amendment to the Declaration and to execute, consent to the execution of, or join in the execution of, acknowledge, deliver and record such instruments as may be deemed by the Corporation necessary or appropriate to effectuate such incorporation.

IN WITNESS WHEREOF, Bob Schmitt Homes, Inc., successor to Woodlawn Estates, Inc., has executed this instrument by its President, pursuant to authorization of its Board of Directors, on the date first above written.

Signed in the presence of  
William F. Mahoney  
Sharon J. Roub.

BOB SCHMITT HOMES, INC., successor to  
WOODLAWN ESTATES, INC.  
BY: Robert F. Schmitt  
Robert F. Schmitt, President

STATE OF OHIO,  
ss.  
CUYAHOGA COUNTY,

Before me, a Notary Public in and for said County and State, personally appeared the above named BOB SCHMITT HOMES, INC. successor to WOODLAWN ESTATES, INC., By Robert F. Schmitt, its President, who acknowledged that he 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 him personally, and as such officer.

In Testimony Whereof, I have hereunto set my hand and official seal at Strongsville, Ohio, this 15th day of June, 1978.



William F. Mahoney  
Attorney at Law  
WILLIAM F. MAHONEY, Attorney  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date.  
Section 147.03 R. O.

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31.30 Plots (2)  
27.00 Auction  
27.00 By-laws

276030  
*[Signature]*

PARCEL NO. \_\_\_\_\_  
CONVEYANCE IS IN COMPLIANCE WITH SEC. 315.202 O.R.C.

**PAID**  
JUN 24 1978  
Comptroller's Office  
Type \_\_\_\_\_ A.M.S. LEADERS YES ( ) NO ( )  
Recorder's Office, County Auditor's Office

RECORDED  
JUN 23 2 21 PM '78  
COUNTY RECORDS  
CHAMBERLAIN  
19814 PG 528