

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
CONCORD SQUARE VILLAGE CONDOMINIUM "O"

CUYAHOGA COUNTY
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PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF M
AND N RECORDED AT VOLUME 14237, PAGE 671 ET SEQ., OF THE
CUYAHOGA COUNTY RECORDS.

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CONCORD SQUARE VILLAGE CONDOMINIUM "O"

WHEREAS, on or about April 10, 1976, Diversified Construction, Inc., an Ohio Delaware Corporation ("Declarant"), executed the Declaration of Condominium Ownership for Concord Square Village Condominium "O" (the "Original Declaration") and the Bylaws of Concord Square Village Condominium "O" Owners' Association (the "Original Bylaws"), Exhibit B to the Declaration, and caused same to be recorded on or about April 22, 1976, at Cuyahoga County Records Volume 14237, Page 671 et seq., and

WHEREAS, the Original Declaration subjected the real estate described on Pages 1 through 3 of the Original Declaration (the "Condominium Property") to the easements, covenants and restrictions contained in the Original Declaration; and

WHEREAS, the Concord Square Village Condominium "O" Owners' Association, Inc. (the "Association") is a corporation consisting of all Unit owners in Concord Square Village Condominium "O" and as such is the representative of all Unit owners, and

WHEREAS, Original Declaration Article XIII of said authorizes amendments to the Original Declaration and Original Bylaws Article VII, Section 11 authorizes amendments to the Original Bylaws, and

WHEREAS, Unit owners representing at least 75% of the voting power of the Association have executed an instrument in writing setting forth specifically the amendment to the Original Declaration, including the Original Bylaws (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit owners representing 77.41% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit owners representing 77.41% of the Association's voting power authorizing the officers of the Association to execute the Amendment on their behalf, and

WHEREAS, the proceedings necessary to amend the Original Declaration, including the Original Bylaws, have in all respects been complied with.

NOW THEREFORE, the Original Declaration, which includes the Original Bylaws, is amended by the following (including the attached document):

A) DELETE DECLARATION Pages 1 through 37 and BYLAWS Pages 1 through 21, as recorded in Cuyahoga County Records Volume 14237, Page 671 et seq. on April 22, 1976, including all previously recorded amendments to said Declaration and Bylaws, in their entirety.

B) INSERT new AMENDED AND RESTATED DECLARATION PAGES 1 through 55, as attached hereto and as if fully rewritten herein.

INSERT new BYLAWS PAGES 1 through 26, as attached hereto and as if fully rewritten herein.

C) The invalidity of any part of the above provision shall not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

The said Concord Square Village Condominium "O" Owners' Association, Inc. has caused the execution of this instrument this 28 day of July, 2015.

CONCORD SQUARE VILLAGE CONDOMINIUM "O"
OWNERS' ASSOCIATION, INC.

By: Kathryn Rocco
KATHRYN ROCCO, its President

By: Tim Sopenski
TIM SOPENSKI, its Secretary

STATE OF OHIO

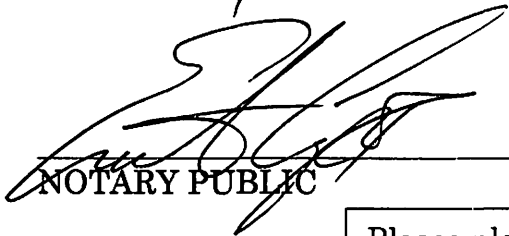
COUNTY OF

Cuyahoga

SS

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

I have set my hand and official seal in Parma, Ohio, this 28 day of July, 2015.


NOTARY PUBLIC

Please place notary stamp/seal here:



ERNESTO CRUZ II
Notary Public, State of Ohio
My Commission Expires Sept. 25, 2017
Recorded in Cuyahoga County

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

EXHIBIT A

AFFIDAVIT

STATE OF OHIO)

COUNTY OF)

SS

KATHRYN ROCCO, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Concord Square Village Condominium "O" Owners' Association, Inc.
2. She caused copies of the Amendment to the Declaration to be mailed to all mortgagees having bona fide liens of record against any Unit ownerships of whose mortgage interests notice had been given to the Association and all Unit Owners.

Kathryn Rocco
KATHRYN ROCCO, President

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

I have set my hand and official seal in Parma, Ohio, this 28 day of July, 2015.

[Signature]
NOTARY PUBLIC

Please place notary stamp/seal here:



ERNESTO CRUZ II
Notary Public, State of Ohio
My Commission Expires Sept. 25, 2017
Recorded in Cuyahoga County

EXHIBIT B

CERTIFICATION OF SECRETARY

STATE OF OHIO)
COUNTY OF Cuyahoga) SS

TIM SOPENSKI, the duly elected and acting Secretary of the Concord Square Village Condominium "O" Owners' Association, certifies that there is on file in the Association's records, the names of the following mortgagees who have consented to the proposed Amendment to the Declaration: None.


TIM SOPENSKI, Secretary

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

I have set my hand and official seal in Parma, Ohio, this 28 day of July, 2015.


NOTARY PUBLIC

Place notary stamp/seal here:



ERNESTO CRUZ II
Notary Public, State of Ohio
My Commission Expires Sept. 25, 2017
Recorded in Cuyahoga County

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
CONCORD SQUARE VILLAGE CONDOMINIUM "O"

TABLE OF CONTENTS_

Article.	Page
I. DEFINITIONS	1
(A) Legal Description.....	1
(B) Definitions	1
II. NAME.....	5
III. PURPOSE AND RESTRICTIONS OF USE ON CONDOMINIUM PROPERTY.....	5
(A) Purposes	5
(B) Restrictions on Use	6
IV. GENERAL DESCRIPTION OF BUILDINGS -- LEGAL DESCRIPTION ..	14
V. UNITS.....	14
(A) Designation of Units	14
(B) Unit Exclusions.....	15
(C) Ownership of a Unit.....	16
VI. COMMON ELEMENTS.....	16
(A) Description.	16
(B) Ownership of Common Elements.....	16
(C) Use of Common Elements.....	17
(D) Interest in Common Elements.	17
(E) Modification of Common Elements	17
VII. LIMITED COMMON ELEMENTS.....	18
VIII. CONDOMINIUM ASSOCIATION.....	18
(A) Membership.....	18
(B) Board of Directors and Officers.....	18

(C)	Administration of Condominium Property	19
(D)	Service of Process.....	19
(E)	Master Association.....	19
IX.	MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS, AND IMPROVEMENTS	20
(A)	The Association.....	20
(B)	Responsibilities of Unit Owners.....	24
(C)	Construction Defects.....	29
(D)	Effect of Insurance or Construction Guarantees.....	29
(E)	Interpretation of Maintenance Obligation.....	30
(F)	Division or Combination of Units.....	30
X.	ASSESSMENTS AND LIEN OF ASSOCIATION.....	31
(A)	General.....	31
(B)	Master Association Assessment	31
(C)	Obligation to Pay Assessments.	32
(D)	Failure to Pay Assessments When Due.	32
(E)	Lien of Association.....	34
(F)	Priority of Association's Lien.....	34
(G)	Dispute as to Common Expenses.	35
(H)	Non-Liability of Foreclosure Sale Purchaser.....	35
(I)	Liability for Assessments Upon Voluntary Conveyance.	35
XI.	INSURANCE.....	36
(A)	Property Insurance.	36
(B)	Unit Owner Insurance.....	39
(C)	Damage and Destruction.....	40
(D)	Restoration of Buildings.	41
(E)	Public Liability Insurance and Other Insurance Coverage;	42
(F)	Waiver of Subrogation.	43
XII.	EASEMENTS	43
(A)	Roadway and Utility Easements.....	43
(B)	Encroachments.....	44

(C)	Maintenance Easements.	44
(D)	Easements to Others.....	45
(E)	Easements Run with Land.	45
(F)	Deeds and Mortgages Subject to Easements	46
XIII.	CONDEMNATION.....	46
(A)	General.....	46
(B)	Taking of Units.	46
XIV.	REMEDIES FOR VIOLATIONS	47
(A)	Abatement and Enjoinment	47
(B)	Involuntary Sale	48
(C)	Cost of Enforcement.....	49
(D)	Cure by Association	49
(E)	Eviction By Association	49
XV.	AMENDMENT OF THE DECLARATION, BYLAWS AND DRAWINGS...	50
(A)	In General	50
(B)	Board Amendments.	50
(C)	Limitation on Unit Owner Challenge.	50
(D)	Mortgagee Consent	50
XVI.	SALE OR OTHER ALIENATION OF UNITS	51
XVII.	NOTICES TO LENDING INSTITUTIONS	52
XVIII.	GENERAL PROVISIONS	52
(A)	Service of Notices on the Board.....	52
(B)	Services of Notices on Unit Owners.	53
(C)	Copies of Notices to Mortgagees.....	53
(D)	Service of Notices on Devisees and Personal Representatives.	53
(E)	Signature Requirements.....	53
(F)	Use of New Technology.....	53
(G)	Compliance with Covenants.	53
(H)	Non-Waiver of Covenants.....	54

(I)	Waiver of Damages.	54
(J)	Headings.....	54
(K)	Severability.	54
(L)	Covenants to Run with the Land.	54
(M)	Construction.....	55
(N)	Scrivener's Corrections	55
(O)	Interpretation of Declaration.	55

ARTICLE I

DEFINITIONS

(A) Legal Description. The legal description of the Condominium Property is contained in Exhibit C attached to this Declaration and is made part of the Declaration.

(B) Definitions. Capitalized words or terms used in the Declaration, or the attached Bylaws, have the meaning given to them in this Paragraph (B) and if not defined below, the meaning given to the capitalized word or term where it first appears in this Declaration or the attached Bylaws. The following words and terms used in this Declaration are defined as follows:

(1) "Assessment" means the determination of the share of Common Expenses and other charges levied against the Unit Owner(s) which, from time to time, is payable by each Unit Owner as determined in accordance with the Declaration, the Bylaws, and the Rules. The term "other charges" include, without limitation, the Master Association Assessment (as defined below), costs, expenses, and charges for repairs and replacements the Association made that were the Unit Owner's obligation or responsibility to make, any special charges made by the Association to the Unit Owner for special services or facilities rendered to the Unit Owner or his/her Unit Ownership Interest, and for special or extraordinary uses or consumptions attributable to such Unit Owner or his/her Unit Ownership Interest, damages, or fines resulting from the failure of the Unit Owner or any Occupant of the Unit to comply with any of the covenants, conditions, obligations, or restrictions contained in this Declaration, the Bylaws, or with any of the Rules, together with the costs (including court costs and reasonable attorneys' fees) of any action to obtain injunctive or other necessary relief against such non-compliance, any other charges or Assessments permitted by this Declaration or the Bylaws to be made against the Unit Owner or his/her Unit Ownership Interest, interest upon each Assessment and charged at the highest legal rate that may be charged to an individual from the date the Assessment or charge first comes due to the date it is paid in full, and the reasonable costs of collection of any unpaid Assessments and charges (including court costs and reasonable attorneys' fees) and reasonable monthly administrative late charges.

(a) "Annual Assessment" means the share of the estimated

cash requirement levied against the Unit Owner(s) to pay for the Common Expenses, including reserves, for the ensuing calendar year in accordance with the Declaration and Bylaws. The Annual Assessment is to be paid in monthly installments throughout the year as determined by the Board and is commonly known as the “monthly maintenance fee.”

(b) “Special Assessment” means the share of the Common Expenses or other charges levied against the Unit Owner(s) to pay for special or specific projects or expenses not provided for in the estimated cash requirement for the ensuing year, which is to be paid in a lump sum and/or monthly installments over one or more years as the Board determines.

(c) “Master Association Assessment” means the Unit Owner’s pro-rata share of the costs, fees, and other expenses assessed to the Association by the Master Association (as defined in Article VIII(E) below).

(2) “Association” means CONCORD SQUARE VILLAGE CONDOMINIUM “O” OWNERS’ ASSOCIATION, an Ohio incorporated, not-for-profit, corporation consisting of all the Unit Owners, which administers the Condominium Property and more specifically described in Article VIII below, and its successors in interest.

(3) “Board” means the Board of Directors of the Association as the same may be constituted from time to time.

(4) “Buildings” means the Buildings constituting a part of the Condominium Property and generally described in Article IV hereof.

(5) “Bylaws” means the Bylaws of the Association attached hereto as Exhibit B and made a part hereof and as may be amended from time to time.

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

(7) “Common Elements” means all parts of the Condominium Property except the Units and that are designated as Common Elements in Article VI hereof.

(8) “Common Expenses” means those expenses designated as Common Expenses in Chapter 5311, in this Declaration, in the Bylaws, and the following:

(a) All sums the Association lawfully assesses against all of the Unit Owners;

(b) Expenses the Association incurs in the administration, maintenance, repair, and replacement of the Common Elements; and

(c) Expenses the Association determines from time to time to be Common Expenses.

(9) “Condominium Property” means the Land as defined in Article I, Paragraph (B)(13) below), together with the Buildings and all other improvements and structures now or hereafter erected, constructed, or contained in or on the Land, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners.

(10) “Declarant” means the original developer of the Condominium Property and incorporator of the Association, being Diversified Construction, Inc.

(11) “Declaration” means this instrument entitled “Amended and Restated Declaration of Condominium Ownership for Concord Square Village Condominium “O”” and all of the Exhibits attached to this document, as originally executed, or if amended, as so amended, by which the Condominium Property is subject to the provisions of Chapter 5311.

(12) “Drawings” means the drawings prepared and certified by Slabe & Mackay, Civil Engineers and Surveyors and Keeva J. Kekst and Associates, Registered Architects relating to the Condominium Property, which drawings are identified as Exhibit A to this Declaration, recorded in

plat Volume 25, Page 5 et seq. and Volume 26, Page 65 et seq. of Cuyahoga County Records, and incorporated herein by reference.

(13) “Land” means the entire tract of land constituting the Condominium Property. The legal description for the Land is set forth in Exhibit C.

(14) “Limited Common Elements” means those parts of the Common Elements that the Declaration designates as being reserved for use by a certain Unit to the exclusion of all other Units and designated as Limited Common Elements in Article VII hereof.

(15) “Mortgagee” means a bank, savings, and loan association, insurance company, mortgage company, or agency of the United States or any State, authorized and qualified to do business in the State of Ohio, and holding a first mortgage on a Unit, or any individual holding a mortgage on a Unit, of which mortgage interest the Association has received written notice, including the name and address of such mortgagee and the Unit(s) on which it holds, insures, or guarantees the mortgage.

(16) “Occupant” means the person or persons, other than the Unit Owner, who lawfully occupy a Unit or any part thereto.

(17) “Original Declaration” means that document and its attachments as originally recorded at Volume 14237, Page 671 et seq. of the Cuyahoga County Records, on or about April 22, 1976, together with all amendments thereto, including the First Amendment to the Declaration recorded on October 29, 1976 at Volume 14406, Page 89 et seq., the Second Amendment to the Declaration recorded on July 6, 1977 at Volume 14490, Page 99 et seq., the Amendment to the Declaration recorded on September 23, 1993 at Volume 93-10179, Page 15 et seq., the Amendment to the Declaration recorded on March 3, 1994 at Volume 94-02113, Page 37 et seq., and the Amendment to the Declaration recorded on January 12, 2007 at Instrument No. 200701120787. Except as otherwise expressly provided for in this document, this Amended and Restated Declaration and attached Bylaws supersedes the Original Declaration, as well as the Bylaws attached to the Original Declaration, in all respects.

(18) “Ownership Interest” means a Unit and the undivided interest in the Common Elements appertaining thereto.

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

(20) “Rules” means such rules and regulations governing the operation and use of the Condominium Property, or any portion of the Condominium Property, as may be adopted by the Association, through a vote of the Unit Owners, or the Board from time to time, as further provided for in the Bylaws.

(21) “Unit” means a part of the Condominium Property consisting of one or more rooms on one or more floors of a building and designated as a Unit in the Declaration and more specifically described in Article V below.

(22) “Unit Owner” means a person or persons, natural, or artificial, owning the fee simple estate in a Unit and its undivided interest in the Common Elements.

ARTICLE II

NAME

The name of the Condominium Property is CONCORD SQUARE VILLAGE CONDOMINIUM “O.”

ARTICLE III

PURPOSE AND RESTRICTIONS OF USE ON CONDOMINIUM PROPERTY

(A) Purposes. The fundamental purpose of the Condominium Property is to provide home ownership for the Unit Owners and their respective families in accordance with the provisions of Chapter 5311 and subject to the covenants and restrictions set forth in the Declaration, Bylaws, and Rules as same may be amended from time to time.

(B) Restrictions on Use. The Units and Common Elements are used and occupied as follows:

(1) Office Use. A Unit Owner may use a portion of his/her Unit for his/her office or studio, provided:

(a) That the activities within the Unit do not interfere with the quiet enjoyment or comfort of any other Unit Owner or Occupant;

(b) That it does not involve the regular or full-time personal services of any employee in the Unit;

(c) That in no event will any part of the Unit be used as a school or music studio;

(d) That such use does not result in walk-in traffic to the Unit from the general public or from regular business invitees to or from the Unit;

(e) That such use does not result in the Unit becoming principally an office as distinct from a residence or in the Unit developing a reputation as an office; and,

(f) That the amount and size of deliveries brought to or taken from a Unit may be regulated by the Board.

(2) Obstruction of Common Elements. There will be no obstruction of, nor anything stored in, the Common Elements without the Board's prior written consent, except as expressly provided by this Declaration or the Rules.

(3) Hazardous Uses and Waste. Nothing will be done or kept in or on any part of the Condominium Property that will increase the rate of insurance on the Buildings, or the Buildings' contents, applicable for residential use without the Board's prior written consent. No Unit Owner will permit anything to be done or kept in or on any part of the Condominium Property that will result in the cancellation or restriction of insurance on the Buildings, or the Buildings' contents, or that would be in violation of any law.

(4) **Exterior Surface of Buildings.** No sign, awning, canopy, shutter, screen (except manufactured window or door screens that are a component part of a window or door installation), radio, television, or other communications antenna or device (except as otherwise specifically permitted by Federal law and in strict accordance with the Rules), or anything else, will be displayed from, affixed to, or placed upon the exterior walls, windows, doors, balconies, patios, or roofs of the Buildings or from, to, or upon any other part of the Common Elements or Limited Common Elements without the Board's prior written consent. Furthermore, no curtain, drapery, shades, or blinds will be displayed in or from any window or glass door of a building except as permitted by the Board's Rules.

(5) **Animals and Pets.** No animals, birds, rabbits, livestock, fowl, reptiles or poultry of any kind will be raised, bred, kept, or maintained for any commercial or non-commercial purpose in any Unit or in the Common Elements, except that dogs (excluding, however, any dog of vicious breed as further described below), cats, domestic, caged animals (including bird cages and fish tanks), or other household pets may be kept in Units, subject to rules and regulations adopted by the Board of Directors; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance will be permanently removed from the Condominium Property subject to these restrictions upon three days written notice from the Board of Directors of the Association; and provided further that they are not permitted in any area of the Condominium Property other than the Units unless they are on a hand-held leash, being carried, or otherwise transported, and they are permitted only on those portions of the Condominium Property as the Board so designates.

The term "household pet" does not include "exotic" animals as defined by the Board from time to time, including, but not limited to any snakes, other reptiles, exotic breeds, potbellied pigs, miniature horses, or wild hybrids. No Doberman, Rottweiler, Presa Canario, any dog commonly known as a pit-bull, and any mixed breeds of the foregoing (collectively "Prohibited Dogs") may be kept, harbored, or permitted to remain on any part of the Condominium Property for any length of time. Any "exotic" animal or Prohibited Dog kept on the Condominium Property prior to the recording of this amendment is "grandfathered" and permitted to remain on the Condominium Property until its demise or relocation off the Condominium Property, at which time it may not be replaced. If an animal is considered "exotic" or a Prohibited Dog, as

determined by the Board, the Owner must obtain and maintain liability insurance of at least \$500,000.00 per occurrence and provide proof of such insurance to the Association within 30 days of any written request from the Board.

A "vicious dog" means a dog that: (1) caused injury, including death, to any person or (2) has killed another pet. Upon the Board's determination that a given dog is a vicious dog, such dog is prohibited from being kept, harbored, or permitted to remain on any part of the Condominium Property for any length of time.

(6) **Nuisances.** No noxious or offensive activity will be carried on in any part of the Condominium Property, nor anything be done therein, either willfully or negligently, that may be or become an annoyance or nuisance to the Association, its employees, agents, or contractors, or other Unit Owners or Occupants. This includes, without limitation, transmission of any television or other communication signals that interfere with communication reception in any other Unit. Furthermore, as a community committed to a drug-free and crime-free environment, there will be no trafficking of narcotic drugs and/or other controlled or illegal substances, use, or possession of narcotic drugs, other controlled substances or illegal substances or drug paraphernalia, or any activity constituting a felony crime as defined by the laws of the United States of America, the State of Ohio and/or in the City of Parma, in or about any part of the Property, including within any Unit.

(7) **Impairment of Structural Integrity of Buildings and Safety of Property.** Nothing will be done in any Unit or in, on, or to the Common Elements that will impair the structural integrity of any Buildings or that would structurally change any Buildings, except as otherwise provided for in this Declaration and except with the Board's prior written consent and required municipal permits. The Board may also adopt, and Unit Owners will comply with, any Rules the Board deems reasonable and necessary to regulate, but not prohibit, the installation of ventless fireplaces or other installations involving, or that may involve, as the Board so determines, additional substantial gas, electrical, or other utility usage that the Board determines may pose a risk to the health, safety, comfort, or welfare of any Occupant or the Buildings themselves.

(8) Laundry or Rubbish in Common Elements. No clothes, sheets, blankets, laundry of any kind, and/or any other articles will be hung out or exposed on any part of the Common Elements or Limited Common Elements, except as the Rules may expressly permit. The Common Elements will be kept free and clear of garbage, rubbish, debris, and other unsightly materials as defined and determined by the Board. All rubbish, trash, and garbage will be regularly removed from the Condominium Property and is not allowed to accumulate thereon. Trash, garbage, and other waste will not be kept on the Condominium Property, except in sanitary containers.

(9) Storage in Common Elements. Except in areas specifically designed and intended for such purpose, such as the placement of patio furniture on patios, there will be no placing or storage of bicycles, wagons, toys, benches, chairs, or any other item in or on any part of the Common Elements not within the bounds of a Unit, except with the Board's prior, written consent or as expressly permitted in the Rules. Any and all items stored in or placed on the Common Elements will be at the Unit Owner's sole risk.

(10) Vehicle Restrictions. The parking of vehicles on the Condominium Property is subject to the Rules, provided, that such Rules are subject to and consistent with the following:

(a) No trailer of any type, camper, mobile home, motor home, recreational vehicle, house car, truck (other than a pick-up truck or van less than a 3/4 ton load carrying capacity), boat, or similar vehicle or equipment is permitted to remain upon any portion of the parking areas without the Board's prior written approval.

(b) Commercial vehicles, including any vehicle that displays or has any equipment, signs, or markings of a commercial nature, including snow plows or snowplow hitches, or commercial license plates, are subject to the Rules, which Rules may, without limitation, limit the parking of commercial vehicles in only designated parking areas or garages, and/or for specified periods of time, and limit each Unit to no more than one commercial vehicle.

(c) All vehicles on the Condominium Property must be licensed and kept in a state of good and clean repair. Motorcycles are

permitted but are subject to any Rule limiting the permissible decibel noise level from a motorcycle when running or in use anywhere on the Condominium Property. Junk vehicles, including excessively noisy or polluting vehicles or equipment or vehicles on blocks, as solely determined by the Board, will not be operated or stored anywhere on the Property. Vehicle maintenance or repair work may be performed and vehicles may be washed on parts of the Condominium Property in strict accordance with the Rules. Garages must be used first and foremost for the parking of vehicles.

(d) The Association, through the Board, may designate and reserve one or more parking spaces as “resident only” parking and one or more parking spaces as “guest parking” and set such Rules for the use of such designated parking spaces, including, without limitation, prohibiting any guest, resident, and/or Unit Owner from the use of same.

(e) The Association, as determined by the Board, has the authority, in addition to all other remedies, to tow away and store any vehicle or equipment that is in violation of any Declaration provision or restriction, or any rule, whether such vehicle belongs to a Unit Owner or Occupant, or his/her tenant, a member of the Unit Owner’s, or Occupant’s family, or the Unit Owner or Occupant’s guest or invitee. Charges for such towing and storage will be paid by the Unit Owner responsible for the presence of such vehicle or equipment.

(11) Prohibited Activities. No industry, business, trade, or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, will be conducted, maintained, or permitted by any Unit Owner on any part of the Condominium Property, except as expressly permitted in subparagraph 1 of this Paragraph (B). No Unit Owner will maintain or permit any “For Sale” signs or any other window displays or advertising on any part of the Condominium Property except in accordance with the Rules, which Rules may provide for the display of security-type signs, patriotic signs as defined by the Board, and “For Sale” signs in areas the Board approves.

(12) Leasing of Units. No Unit will be leased, let, or rented, whether for monetary compensation or not, by a Unit Owner to others for

business, speculative, investment, or any other purpose. The purpose of this restriction is to create a community of resident Owners, subject to the following:

(a) The above prohibition does not apply to Units that are occupied by the parent(s) or child(ren) of the Unit Owner.

(b) To meet a special situation and to avoid a practical difficulty or other undue hardship, each Unit Owner has the right to lease his/her Unit to a specified lessee for a one-time period of no more than 24 consecutive months. To exercise this right, the Unit Owner cannot be more than 30 days delinquent in any assessment or other payment due to the Association and the Unit Owner must provide the Board with prior, written notice at least 10 business days prior to the commencement of the lease. If the Unit Owner is more than 30 days delinquent, the Unit Owner may request and receive a one-time hardship exception only with the Board's prior written consent. The one-time hardship exception of up to 24 months may in no event be extended beyond the one 24 month period.

(c) In no event will a Unit be rented or leased by the Unit Owner(s) for transient purposes, which is defined to mean a rental for any period less than six full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Unit, in whole or in part, is also prohibited.

(d) In addition, the Association has at all times a limited power-of-attorney from and on behalf of any Unit Owner who is more than 30 days delinquent in the payment of any Assessment or charges due the Association to collect the lease/rent payments directly from the delinquent Unit Owner's tenant/renter until such delinquency is paid in full.

(e) Any land contract for the sale of a Unit must be recorded with the Cuyahoga County Fiscal Office and a recorded copy of the same must be delivered to the Board within 30 days of such recording. Any land contract not recorded is an impermissible lease.

(f) All leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and Rules and be provided a copy of same by the Unit Owner. When a Unit Owner leases his/her Unit, the Unit Owner relinquishes all amenity privileges, but continues to be responsible for all obligations of ownership of his/her Unit and jointly and is severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. The Unit Owner must deliver a copy of any lease to the Board prior to the beginning of the lease term.

(g) The Board may adopt and enforce Rules and/or definitions in furtherance, but not in contradiction of the above provisions, including, without limitation, rules to address and eliminate attempts to circumvent the meaning or intent of this Section and in furtherance of the preservation of Concord Square Village "O" as an owner-occupied community and against the leasing of Units for investment or other purposes. The Board further has full power and authority to deny the occupancy of any Unit by any person or family if the Board, in its sole discretion, determines that the Unit Owner of such Unit is intending or seeking to circumvent the meaning, purpose, or intent of this Section.

(13) Occupancy Limit. No more than two Persons per bedroom are permitted to reside in a Unit ("reside" means more than 30 days out of each 12 month period). For the purposes of this restriction only, any person 36 months of age or younger is not counted in determining whether the occupancy limit has been reached or exceeded. Each Unit Owner will provide the Board with the names of all residents of the Unit and the license number and vehicle description of each vehicle owned or used by the Unit residents and maintained on the Condominium Property.

(14) Occupancy Restriction. A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification of either, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence, is prohibited from residing in or occupying a Unit or remaining in or on the Condominium Property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be

amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association will not, however, be liable to any Unit Owner or Occupant, or anyone visiting any Unit Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction. This restriction does not apply to any Person who resides in a Unit prior to the recording date of this Declaration.

(15) Limitation on Unit Ownership. In accordance with federal housing administration regulations, no Person may own more than 10% of the Units at any point in time nor may any individual person have a majority or controlling interest in one or more corporations, partnerships, limited liability companies, trust, and/or other entities that collectively own more than 10% of the Units. The Board is empowered to adopt any Rule in furtherance on this restriction on the number of Units any person or Person may have own.

(16) Limited Common Elements. The Limited Common Elements will not be removed, altered, decorated, landscaped, or adorned in any manner contrary to the Rules, nor used in any manner other than their obviously intended purposes, as the Board may further define in the Rules, without the Board's prior written consent.

(17) Applicability. Each of the foregoing restrictions apply to all Unit Owners and to any Person who, from time to time, occupies, resides, or is in possession of any part of the Condominium Property and to any other Person lawfully or unlawfully upon any part of the Condominium Property. No Unit Owner will cause or permit to exist a violation of the foregoing restrictions by himself/herself or any of his/her Occupants, employees, contractors, agents, guests, licensees, or invitees, or any other Person claiming by, through, or under him/her. As between the Association and each Unit Owner, each Unit Owner is further responsible for the acts and/or omissions of his/her Occupants, employees, contractors, agents, guests, licensees, or invitees, or any other Person claiming by, through, or under him/her.

ARTICLE IV

GENERAL DESCRIPTION OF BUILDINGS -- LEGAL DESCRIPTION

The Condominium Property consists of three multi-unit Buildings with a total of 31 Units. The locations, together with the particulars of the multi-unit buildings, and the layout, location, easements, designation, dimensions, area, and number of rooms of the Units and the Common Elements are shown graphically on the Drawings.

ARTICLE V

UNITS

(A) Designation of Units. Each of the 31 Units declared and established as a separate freehold estate consists of all the space bounded by the horizontal and vertical planes formed by the respective undecorated interior surfaces of the perimeter walls, floors, and ceilings of each such Unit, including the vestibule, if any, immediately adjacent to each such Unit, projected, where appropriate, by reason of structural divisions such as interior walls, floors, and other partitions, as may be necessary to form a complete enclosure, all of the dimensions, layouts, and descriptions of each such Unit being as shown graphically in the Drawings. Without limiting the generality of the foregoing, each Unit includes:

(1) All drywall or wood subfloor contiguous to the undecorated interior surfaces of the perimeter walls, floors, and ceilings of a Unit, as well as insulation within any interior or perimeter wall or ceiling/attic area;

(2) Any finishing material applied or affixed to the interior surfaces of the perimeter walls, floors, or ceilings, including, without limitation, paint, lacquer, varnish, wallpaper, tile and paneling;

(3) All doors, glass doors, windows, excluding skylights, which are considered part of the roof, (and the glass, screens, sashes, jambs, thresholds, hinges, locks, latches, hardware, and frames constituting, a part of, appurtenant to, or included therein) within the Unit or affixed to the perimeter walls, floors, roofs, or ceilings of a Unit;

(4) All heating, cooling and ventilating equipment, units and installations, whether located within or outside the bounds of the Unit and serving only one Unit, and all parts, installations, and appurtenances thereto, including the thermostats and control devices;

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

(6) The receptacle and switch plates or covers, grills, vent covers, registers, and other coverings of space light fixtures, and control knobs, within the bounds of the Units and serve only such Unit;

(7) The space occupied by any Common Elements located within the bounds of the Unit, but does not include the actual Common Elements located within the bounds of such Unit. For example, a structural wall within a Unit is part of the Common Elements, but the space that such wall occupies is part of the Unit;

(8) All unenclosed space, if any, within or occupied by structural parts of the building 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; and,

(9) All non-structural interior walls (other than walls separating Units) and all space between interior walls, floors, and ceilings, including the space occupied by structural and component parts of the building and by utility pipes, wires, and conduits.

(B) Unit Exclusions. Each Unit does not, however, include the following items, even if located within the bounds of the Unit as described above, but, to the extent the following are Limited Common Elements as defined in this Declaration,

they are to be used and enjoyed by the Owner or Occupant of the Unit in or to which they are appurtenant:

(1) All walls, floors, and ceilings separating or delineating Units, except the drywall and insulation contiguous to the undecorated interior surfaces of the perimeter walls, floors, and ceilings of each Unit;

(2) All structural portions of a building, lying within the bounds of a Unit; and

(3) Without limiting the foregoing, all Common Elements and Limited Common Elements located within the bounds of a Unit.

(C) Ownership of a Unit. Except with respect to any of the Common Elements located within the bounds of a Unit, each Unit Owner is entitled to the exclusive ownership and possession of his/her Unit and to the Ownership Interest expressed in Exhibit D.

ARTICLE VI

COMMON ELEMENTS

(A) Description. Except as otherwise provided in this Declaration, the Common Elements consist of all parts of the Condominium Property, except the Units. Without limiting the generality of the foregoing, the Common Elements include, whether located within the bounds of a Unit or not, all buildings, foundations, roofs, gutters, downspouts, main and supporting walls, slate, patios, exterior parking spaces (except as provided in Article VII, Paragraph (C)), storage spaces (if any), community facilities, trees, lawns, gardens, pavement, balconies, porches, stoops, wires, conduits, utility lines, and ducts, now or in the future, situated on the Condominium Property.

(B) Ownership of Common Elements. The Common Elements are owned by the Unit Owners as tenants in common, and ownership of the Common Elements remains undivided. No action for partition of any part of the Common Elements can be maintained, except as specifically provided in Chapter 5311 and unless all holders of first mortgage liens give their prior written approval; nor may any Unit Owner otherwise waive or release any rights in the Common Elements; provided, however,

that if any Unit is owned by two or more co-owners as tenants in common or as joint tenants, nothing in this Declaration will be deemed to prohibit a voluntary or judicial partition or such Unit Ownership as between such co-owners.

(C) Use of Common Elements. Except with respect to Limited Common Elements, each Unit Owner has the right to use the Common Elements for all purposes incident to the use and occupancy of the Unit as a place of residence, and such other incidental uses permitted by this Declaration and the Bylaws and subject to the Rules, including the non-exclusive easement, together with other Unit Owners to the use and enjoyment of the Common Elements and for ingress and egress to and from the respective Units, which rights are appurtenant to and run with his/her Unit. The extent of such ownership in the Common Elements is deemed and expressed by the Ownership Interest set forth in Exhibit D. Such Ownership Interest remains constant and not changed except by an amendment to this Declaration unanimously approved by all Unit Owners and unless all holders of first mortgage liens have given their prior written approval.

(D) Interest in Common Elements. The Ownership Interest of the Common Elements attributable to each Unit, together with the undivided interest in the Association for voting purposes and for the division of common income and Common Expenses, as described in Article X below, was determined by Declarant in accordance with the provisions of Chapter 5311 and are designated in Exhibit D.

(E) Modification of Common Elements. The description of the Common Elements contained in this Article VI does not constitute a representation or guaranty that any such Elements is maintained and available for the use designated or described in this Article VI in perpetuity. The described uses are for reference purposes only and the Board may change, modify, and/or alter any of the Common Elements to any other Common Element use, subject to the Capital Improvements limitation set forth in the Bylaws and provided that, after such change, modification, or alteration, the particular affected Common Element is open and available to the Unit Owners for their use and enjoyment to at least the same extent as the original Common Element. Any change, modification, or alteration of the Common Elements that will result in the reduced availability of such Common Element to the Unit Owners must first be approved in writing by Unit Owners exercising at least a majority of the Association's voting power.

ARTICLE VII

LIMITED COMMON ELEMENTS

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

(A) All fixtures located in whole or in part within the Unit boundaries and intended for the service of such Unit;

(B) Balconies, patios, decks, and porches, if any; and,

(C) That portion of a driveway area, if any, immediately adjacent to the garage designated for each Unit and that is underneath the Unit balcony that provides access from the garage to the roadway.

ARTICLE VIII

CONDOMINIUM ASSOCIATION

(A) Membership. The Concord Square Village Condominium "O" Owner's Association (the "Association") administers the Condominium Property. Each Unit Owner, upon acquisition of title to the Unit, automatically becomes a member of the Association. Such membership terminates upon the sale or other disposition by such member of his/her Unit Ownership, at which time the new Unit Owner of such Unit automatically becomes an Association member.

(B) Board of Directors and Officers. The Board and officers of the Association, elected as provided in the Bylaws, exercises the powers, discharge the duties, and be vested with the rights of the Association conferred by operation of law, by the Bylaws, and by this Declaration, unless a vote of the Unit Owners is specifically required; provided, however, that in the event any such power, duty, or right is deemed exercisable or dischargeable by, or vested in, an officer or member of the Board, solely in his/her capacity as an officer or a member of the Board, he/she is deemed to act in such capacity to the extent required to authenticate his/her acts and

to carry out the purposes of this Declaration and Bylaws.

(C) **Administration of Condominium Property.** The administration of the Condominium Property will be in accordance with the provisions of this Declaration and the Bylaws. Each Unit Owner, tenant, Occupant, or guest of a Unit Owner will comply with the provisions of the general law, this Declaration, the Bylaws, and the Rules, and the decisions, resolutions, and duly adopted motions of the Association and the Board, as lawfully amended from time to time.

(D) **Service of Process.** Service of summons or other process upon the Association may be made in accordance with the provisions of the Ohio Revised Code, 5311.20, or, if the same is not applicable, in accordance with the provisions of Ohio Revised Code, 1702.06. The President of the Association or such other Person as designated by the Board serves as the Statutory Agent to receive service of process for the Association. The name and address of the Statutory Agent (and of such successor) will be filed with the Ohio Secretary of State on the customary forms prescribed for such designation.

(E) **Master Association.** The Association, along with all other Associations of Condominium Unit Owners of Concord Square Village Condominiums, is a member of the Concord Square Village Owners' Association (the "Master Association"), which was incorporated on or about November 29, 1976. As set forth in the Master Association's Articles of Incorporation and Bylaws, as same may be amended from time to time, the purpose of the Master Association is to maintain, repair, and replace Concord Drive, a private drive, including such utility lines located in, on, or under such private drive, and to own, equip, operate, maintain, repair, replace, and administer a recreation area, including a swimming area, on a parcel of real estate being approximately 1.57 acres situated on the northwest corner of the intersection of State Road and Concord Drive, Parma, Ohio (the "Recreation Area"). As further provided in Article X below, each Unit Owner is required to pay his/her share of the Master Association's expenses to the Association. In accordance with the Master Association Bylaws, the Association is entitled to have at least one (1) representative for the Master Association in accordance with the Master Association Bylaws. The Board will appoint the Association's Representative(s) as needed, and may remove and replace such appointed representative, with or without cause, on either a permanent or temporary basis, in the Board's sole discretion.

ARTICLE IX

MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS, AND IMPROVEMENTS

(A) The Association.

(1) Management. The Association, through the Board, manages the Condominium Property and the affairs of the Condominium with the right, however, to delegate its authority as provided in the Declaration and Bylaws.

(2) Common Elements. Except as otherwise expressly provided in this Declaration, the Association will, to the extent and at such times as the Board determines, in the exercise of its business judgment, maintain and keep the Common Elements in a state of reasonably good working order, condition, and repair, in a reasonably clean, neat, safe, and sanitary condition, and in conformity with all laws, ordinances, and regulations applicable to the Common Elements, by properly and in a good and workmanlike manner, making all repairs and replacements, and alterations and improvements (subject, however, to the limitations set forth in Bylaws Article IX, Section 2) reasonably necessary to comply with the foregoing.

(3) Delegation of Authority. Except as otherwise provided in this Declaration, or in the Rules, the management, maintenance, repair, and replacement of the Common Elements is a Common Expense and is the Association's responsibility. The Association may delegate all or any portion of its authority to discharge such responsibility to a manager or managing agent. Such delegation may be evidenced by one or more management contracts, each of which will provide for termination with or without cause and provide for the payment of reasonable compensation to said manager or managing agent as a Common Expense; provided, however, that no such management contract will be for a term in excess of three years.

(4) Units. If a Unit or Limited Common Element the Unit Owner is responsible for, as provided for in this Article IX, becomes impaired, in a neglected state, or otherwise in need of repair or restoration, as solely determined by the Board, and if the Unit Owner of the Unit fails after notice from the Association to repair, restore, or otherwise correct the condition, the Association may, but is not obligated to, repair, restore, or

otherwise correct the condition. The Association will charge and assess the cost and expense thereof to the Unit Owner(s) who should have performed the work.

(5) **Additional Maintenance Obligations.** Except as provided below in this Article IX and to avoid areas of potential confusion, the Association is, to the extent and at such times as the Board determines, in the exercise of its business judgment, responsible, at its expense and in the manner as provided for in Article IX, Paragraph (A)(2) above, for the following, whether or not Common Elements (as used below, the word "maintenance" includes painting unless stated otherwise):

(a) Maintenance, repair, and replacement of those portions of the Common Elements located within the bounds of a Unit, including any structural beams, but excluding, however, (i) the interior surfaces of the perimeter walls, floors, doors, and ceilings as well as any insulation, drywall, plasterboard, wood subflooring, concrete slab flooring, or other material(s) applied to or constituting such walls, floors, and ceilings; and (ii) other portions of the Common Elements within its bounds, the maintenance, repair, or replacement of which is the responsibility of a Unit Owner under any other provision of this Declaration.

(b) Maintenance, repair, and replacement of window and door molding and/or trim, and window shutters, as well as painting of the exterior surface of window and door frames, as well as the doors themselves;

(c) Maintenance, repair, and replacement of all exterior light fixtures, including, changing of light bulbs and electrical wiring serving the light fixtures, excluding, however, any exterior light fixture installed by a Unit Owner (or any predecessor Unit Owner of the Unit);

(d) Maintenance, repair, and replacement of all Limited Common balconies, porches, and patios, including stairs leading to such balconies and patios and stairs leading to any entrance door to a Unit, all, as originally installed by the Declarant, but excluding any deck, or balcony, patio, or porch addition or improvement made by the Unit

Owner (or any predecessor Unit Owner of the Unit) after original construction by the Declarant;

(e) Exterior maintenance and repair of chimneys, as well as maintenance, repair, and replacement of chimney caps; provided the Unit Owner is responsible for all other chimney maintenance, repair, and replacement, including cleaning of the chimney and removal of animals from the chimney;

(f) Maintenance, repair, and replacement of foundation walls, including exterior cracks in such walls, waterproofing, and settlement of said walls, provided, however, that the Association is not responsible for repair of non-structural interior foundation wall cracks;

(g) Maintenance, repair, and replacement of, as well as reasonable snow removal from, all driveways serving an individual Unit, include any grates or covers located within any driveway, as well as any walks and sidewalks located on the Condominium Property;

(h) Maintenance, repair, and replacement of all exterior Building/Unit numbers, including those that may be located on the exterior of any entrance door, provided that any exterior numbers installed by a Unit Owner, is the Unit Owner's responsibility to maintain, repair, and replace unless and until the Board determines otherwise;

(j) Maintenance, repair, and replacement of any balcony or patio fence or railing, including stair handrailing as well as any additional fencing located on the Condominium Property; provided, that any item attached to a fence, such as a plant hanger, is the Unit Owner's sole responsibility, including removal of same when necessary for maintenance, repair, or replacement of the fence; and, provided further, the Association will also maintain, repair, and replace any gate a Unit Owner installs in a fence with prior Board approval;

(k) Maintenance of all landscaping other than landscaping located within any enclosed or fenced-in Limited Common Element serving an individual Unit or that has been installed by a Unit Owner

in accordance with the Rules, which in each such case the Unit Owner maintains;

(l) Repair and replacement of roof heating cables; provided, however, that the Unit Owner must permit and maintain in a good working order at all times as the Board or Rules may require the electrical connection for any heating cable serving the roof above the Unit Owner's Unit to the Unit Owner's electrical system and pay for the electrical usage for such heating cable;

(n) Maintenance, repair, and replacement of outdoor sprinkler system and related components;

(o) Maintenance, repair, and replacement of sanitary sewer lines serving more than one Unit;

(p) Maintenance, repair, and replacement of water supply lines up to and including the water shutoff valve located within or outside each Unit, provided if no individual Unit shutoff valve exists, then to the point the line enters the perimeter or foot print of the Building (the Association not being responsible for any water supply line serving one Unit located within or underneath a Building);

(q) Maintenance, repair, and replacement of all gas lines, including gas meters, located outside of the Buildings, to the point a line serving one Unit enters the perimeter or foot print of the Building (the Association not being responsible for any gas line serving one Unit located within or underneath a Building), provided that the Association may require that the Unit Owner purchase and maintain, at the Unit Owner's expense, any insurance offered by the gas company for utility repairs;

(r) Maintenance, repair, and replacement of all electric lines up to and including the electric meters to the extent such work is not provided by the utility company and provided further, that the Association may require that the Unit Owner purchase and maintain, at the Unit Owner's expense, any insurance offered by the electric utility company for utility repairs; and

(s) Maintenance, repair, and replacement of skylights.

(B) Responsibilities of Unit Owners. Except as otherwise expressly provided in this Declaration, the responsibility of each Unit Owner will be, at such Unit Owner's expense, as follows:

(1) Maintain, repair, and replace, at his/her expense, all portions of his/her Unit in a state of good working order, condition, and repair, in a clean, neat, safe, and sanitary condition, and in conformity with all laws, ordinances, and regulations applicable to such Unit, including, without limitation:

(a) all faucets, shower heads, plugs, connections, receptacles, switches, grills, thermostats, and other control devices;

(b) all smoke detectors, carbon monoxide detectors, and security systems and associated equipment and wiring, all as located within or on the Unit boundaries;

(c) maintain, repair, and replace all concrete slab floors, including the garage floor, as well as paneling, plaster, dry wall, furring strips (if any), insulation, attic areas serving one Unit (if two Units share an attic space, the two Unit Owners equally share in the maintenance of such space, including the insulation of or within same), paint, wood, tile, linoleum, wood flooring, wood subflooring, and any other finishing and/or decorating materials applied, attached, installed on or within or affixed to the perimeter and/or interior floor, ceilings and walls of such Unit as well as any interior surface cracks or defects in the foundation walls serving the Unit;

(d) all doors, garage doors, glass doors, windows within the Unit or affixed to the perimeter walls, floors, roofs, or ceilings of a Unit, including door and window glass (including glazing as may be needed), screens, sashes, jambs, thresholds, hinges, locks, latches, hardware, kickplates, openers, and frames (including exterior caulking of window and door frames except the painting of the exterior of the frames); and,

(e) all installations located within or outside the Unit but serving only such Unit (which may or may not be considered Limited Common Elements) consisting of:

(i) appliances, including, without limitation, any television antenna);

(ii) door bell, door knocker, and any intercom system;

(iii) heating, plumbing, electrical, and/or air conditioning fixtures. If the Unit Owner (or any predecessor Unit Owner of the Unit) moves or relocates any outside air-conditioner compressor or unit, which may only be done with the Board's prior written consent, the Unit Owner remains responsible for the space formerly occupied by the air-conditioner compressor or unit as well as the space in which the air-conditioner compressor or unit is moved to and the air-conditioner compressor or unit itself;

(iv) fireplaces, along with all portions of the chimney, including any debris or animals that may enter such chimney, but excepting the exterior surface and chimney cap as noted in Article IX, Paragraph (A)(5) above;

(v) ducts, sanitary drain lines, vents, stacks, and vent and stack covers (including dryer, furnace, kitchen, garage, and sanitary vents and stacks), provided, however, that the Association is responsible for the boot or other sealing of the such stack in conjunction with the maintenance, repair, and replacement of the roof; and

(vi) Maintenance, repair, and replacement of all exterior electrical outlets and water spigots.

(2) Maintain, repair, and replace any additions, alterations, improvements, installations, or other items made to or in the Limited Common Elements designated for such Unit Owner's use by the Unit Owner (or any predecessor Unit Owner of the Unit), including, but not limited to:

- (a) any deck installed on or over a patio;
- (b) any wood or other outside steps other than the original concrete steps (or replacement steps installed by the Association);
- (c) any awning or other improvement installed above or on any patio or balcony area; and
- (d) landscaping.

The Association has the right, but not the obligation, to, at any time, maintain (including paint and caulk), repair, and replace any of such additions, alterations, improvements, or other installations in or to Limited Common Elements in a uniform manner and charge the cost of such work to the Unit Owner(s) who has the use of the Limited Common Elements so maintained, repaired, or replaced, which costs will be charged to the respective Unit Owner(s) in a fair and reasonable manner as determined solely by the Board; and, provided, further, that nothing in this Paragraph (B)(2) will be construed to give any Unit Owner permission to install or place any item or improvement outside the bounds of the Unit without the Board's prior written consent as further provided for elsewhere in this Declaration;

(3) Maintain, repair, and replace all utility lines, wires, pipes, and conduit serving only the Unit Owner's Unit, even if located outside the Unit, as follows:

- (a) all water supply lines serving the Unit from, but not including, the water shutoff valve for the Unit (and/or any pressure control valve), provided if no individual Unit shutoff valve exists, then from the point the water line enters the perimeter or foot print of the Building, including any portion of the water supply line serving only the Unit located within or underneath a Building;
- (b) all electric lines serving the Unit from, but not including, the utility electric meter;
- (c) all gas lines serving the Unit from the point the gas line enters the perimeter or foot print of the Building, including any portion

of the gas line serving only the Unit located within or underneath the Building;

(d) all telephone, television (cable), and other telecommunications lines serving one Unit, including any intercom system serving one Unit; and

(e) all sanitary sewer and storm sewer drains and lines serving the Unit up and until the point of connection of such line with a line serving another Unit.

(4) Pay all costs for utility services (such as, without limitation, water, gas, electricity, sewage, rubbish and trash removal/disposal or treatment and the like) furnished to the Unit or to the Limited Common Elements designated for his/her use, unless any or all of such services are provided as part of the Common Expenses, in which case all or any of such services so provided by the Association will be paid for by the Unit Owner as part of his/her share of the Common Expenses;

(5) All maintenance, repairs, and replacements, and other expenses that are referenced in Article IX, Paragraph (A)(5);

(6) Maintain, repair, and replace any basement or crawl space area serving the Unit, including, without limitation, mitigation or any related work or improvements to address radon gas or similar concerns, mitigation or correction of any water in any crawl space area, and maintenance, repair, and replacement of any grinder or sump pump serving the Unit;

(7) Comply with all Rules and procedures that the Board may from time to time adopt pertaining to the repair and replacement of hot water tanks, washing machine hoses, faucets, toilets, including toilet rings, traps, and other appliances, installations, or components of or serving the Unit, the failure of which may result in damage to the Common Elements or another Unit or increase water usage or other centrally metered utility service, and the winterization of Units, including minimum heating, water shutoff, Unit monitoring, and other requirements.

(8) All of the work required of the Unit Owner in this Paragraph (B), includes responsibility for any addition, alteration, improvement, installation, or other item installed by a prior owner of the Unit Owner's Unit and will be

performed by such Unit Owner promptly, properly, and in a good workmanlike manner, using first-class materials of equivalent or better quality than those originally installed or incorporated into the Condominium Property, using competent and qualified labor, and in accordance with any Board designated specifications;

(9) Pay for the cost, including labor and materials, of removing, relocating, and reinstalling any addition, alteration, improvement, installation, or other item placed in, upon, or attached to any Common Element or Limited Common Element by the Unit Owner, or the prior Owner of the Unit, that is required, as determined by the Board, in conjunction with or in furtherance of the Association's maintenance, repair, and replacement responsibilities as set forth in this Declaration;

(10) Not to make any alterations in or to Units, the Limited Common Elements or the Common Elements, or remove any portion thereof or make any additions thereto or make any improvements thereon or do anything that would or might jeopardize or impair the safety or soundness of the Buildings without obtaining the Board's prior written consent, nor will any Unit Owner impair any easement without first obtaining the Association's written consent and of the Person(s) for whose benefit such easement exists;

(11) Not to install, enclose, paint, or otherwise decorate or change the appearance of any portion of the Buildings not within the walls of the Unit, including, without limitation, the exterior of any front entrance door, the patio or balcony, or the exterior of any window or door, without the Board's prior written consent;

(12) Report promptly to the Board the need for any maintenance or repair to any portion of the Condominium Property that the Association is obligated to maintain, repair, or replace pursuant to this Declaration or the Bylaws;

(13) Perform his/her responsibilities in such a manner so as not to unreasonably disturb any other Person(s) residing within the Condominium Property;

(14) Maintain, repair, and replace, at such Unit Owner's expense, all portions of the Condominium Property that may be damaged or destroyed by reason of his/her own act or neglect, the act or neglect of any Occupant of

his/her Unit, including tenants, or the willful or intentional act or neglect of any invitee, agent, employee, licensee, or guest of such Unit Owner or Occupant. Notwithstanding the foregoing obligation of the Unit Owner, the Association (or other Unit Owners in respect to his/her own Unit) may, but is not obligated to, repair and replace the property damaged or destroyed by reason of the act or neglect of a Unit Owner, an Occupant, or their invitee, licensee, or guest, and charge and collect from such Unit Owner the cost and expense paid or incurred in making any such repair or replacement. If the repair or replacement is made by the Association, the cost and expense thereof will be a lien against the Unit Owner's Ownership Interest, which the Association may assert and collect in the same manner as the Association may assert and collect a lien against a Unit Owner's Ownership Interest for nonpayment of Assessments. The right of the Association to assert and collect upon a lien will not be exclusive, but in addition to all other rights and remedies available to the Association, herein, in law and in equity for recovery of the cost and expense so incurred;

(15) Not to use the Common Elements or any part thereof in such manner as to interfere with, restrict, or impede the use thereof by others entitled to the use thereof or in any manner contrary to or not in accordance with this Declaration, the Bylaws, or the Rules; and

(16) Faithfully and promptly pay all charges and Assessments made against such Unit Owner or such Unit Owner's Ownership Interest pursuant to this Declaration and the Bylaws; and to observe, fulfill and perform all of the covenants and restrictions herein contained and all other obligations of a Unit Owner as set forth in (or intended by) this Declaration, the Bylaws, the Rules and Chapter 5311.

(C) 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 will 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 condominium Property.

(D) Effect of Insurance or Construction Guarantees. Notwithstanding the fact that the Association and/or any Unit 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 coverage for construction guarantees or insurance coverage does not excuse any delay by the Association or any Unit Owner in performing its or his/her obligations hereunder.

(E) Interpretation of Maintenance Obligation. Any conflict between the maintenance provisions of this Article IX and any other provision of this Declaration, the Original Declaration or the Bylaws will be interpreted in favor of the maintenance obligations as stipulated in this Article IX. In the event of any uncertainty or good faith dispute as to whether the Association or an individual Unit Owner is responsible for the maintenance, repair, or replacement of a given item, the Board's determination, exercised in good faith, as to whether any particular maintenance, repair, or replacement to be made is the Association or individual Unit Owner's responsibility, will be final, provided that such determination will thereafter be consistently followed.

(F) Division or Combination of Units. Subject to and only as permitted by the provisions of Chapter 5311, the Board, all holders of first mortgages on the affected Unit(s) and all other governmental laws, ordinances, rules and regulations, a Unit, including the appurtenant Limited Common Elements, may be subdivided by the Unit Owner(s) thereof into two (2) or more separate new Units, a Unit or any portion thereof may be transferred by the Unit Owner thereof to the Unit Owner of a Unit(s) adjacent thereto, and may be combined with such adjacent Unit(s), and made a part thereof, for use together with such adjacent Unit(s) (forming a new larger Unit), and the Limited Common Elements affected by such subdivision or transfer and combination may be located or relocated, as required to effect such subdivision or transfer and combination, provided that such subdivision or transfer and combination is made in compliance with Chapter 5311 and the following provisions:

(1) No rights and obligations with respect to any Unit will be affected, no Ownership Interests will be reallocated, and no such subdivision or transfer and combination will be effective, unless the same is expressly provided for in this Paragraph (F) and unless the same is made in compliance with the requirements of Chapter 5311 and this Paragraph (F);

(2) No such proposed subdivision or transfer and combination is effective unless first approved in writing by a majority of members of the Board and the holders of first mortgages on the affected Units. If so approved, and notwithstanding the requirements of Article XV, such

proposed subdivision or transfer and combination will be effective upon the recording by the Board of an amendment to the Declaration, consistent with and reflecting said subdivision or transfer and combination, and executed by the Unit Owner(s) of the affected Unit(s), together with amended Drawings, in accordance with Chapter 5311. Such amendment will also specify the resultant reapportionment of the Ownership Interest, the proportionate share of the Common Expenses, and the voting power of the Unit(s) resulting from the division or combination, the total of which, in each case, equals the Ownership Interest, share, and power of the former Unit(s) divided or combined. Any expenses incurred in connection with accomplishing any such subdivision or transfer and combination, including, without limitation, the Association's attorneys' fees, will be paid by the Unit Owner(s) of the Units involved, and such Unit Owner(s) will be jointly and severally liable for the payment thereof; and,

(3) Notwithstanding anything to the contrary to the above, only a Unit that has been formed by the combination of two other Units may be subdivided to restore the two original Units to the same size as they existed prior to said combination. At no time will any Unit be subdivided so as to create a Unit that is smaller than any Unit as originally constructed by the Declarant.

ARTICLE X

ASSESSMENTS AND LIEN OF ASSOCIATION

(A) General. Assessments for the Common Expenses will be made in the manner provided herein and in the Bylaws. The proportionate shares of the Unit Owners of the respective Units in the common profits and the Common Expenses of the Condominium Property is the same as their Ownership Interest as set forth in Exhibit D. Every Unit Owner will pay his/her proportionate share of the Common Expenses and any other Assessments levied against him/her in such manner and at such times as are provided herein and in the Bylaws.

(B) Master Association Assessment. Each Unit Owner will further pay his/her pro-rata share of all costs, fees, and other expenses the Master Association assesses on or to the Association. The failure of the Unit Owner to pay his/her share of the Master Association assessments are subject the Unit Owner to the provisions of Article X, Paragraph (D) and such other applicable provisions of this Declaration,

the Bylaws, and Rules.

(C) Obligation to Pay Assessments. As further set forth in the Bylaws and Chapter 5311, the obligation to pay all Assessments is an independent covenant. No Unit Owner of a Unit may exempt himself/herself from liability for Assessments by waiver of the use or enjoyment of any of the Common Elements, by the abandonment of his/her Unit, or for any other reason. Regardless of any effort or action of a Unit Owner to the contrary, the Association will credit any and all payments made by a Unit Owner for all Assessments levied against such Unit Owner in the order set forth in Article X, Paragraph (D)(2).

(D) Failure to Pay Assessments When Due.

(1) In the event any Unit Owner fails to pay any Assessment made by the Board within 10 days after the same have become due and payable, the Board may, in its discretion and in addition to any other right or remedy conferred by law or contained herein or in the Bylaws, discontinue any or all services or access to amenities to or for the Unit owned by such Unit Owner that may be included as part of the Common Expenses or Master Association Assessments. Any Assessment not paid within 10 days after the same have become due and payable are subject to a monthly administrative late charge established by the Board and may, as the Board so determines, also bear interest until the same have been paid at the rate of 10% per annum from and after the date the same became due. Each Unit Owner is also liable for any and all costs incurred by the Association in connection with the collection of delinquent Assessments from such Unit Owner, including reasonable attorneys' fees, monthly administrative late charges, court costs, and other related charges.

(2) The Association will credit any partial payment(s) made by the Unit Owner for or on any Assessment or other charges due the Association in the following order of priority:

- (a) To any interest owed to the Association;
- (b) To any administrative late fees owed to the Association;
- (c) To collection costs, attorney's fees, and paralegal fees incurred by the Association; and, finally,

(d) To the principal amounts the Unit Owner owes to the Association for the common expenses or penalty Assessments chargeable against the Unit.

(3) Subject to applicable laws and the requirements listed below, the Association may shut off and/or disconnect any utility service that is paid through the Association, to a Unit when the Unit Owner of such Unit is more than 30 days delinquent in the payment of any Association Assessment, Special Assessment, or other fees or charge. The Association's disconnection of utility services is subject to the following:

(a) The Association may only disconnect any and all utility service(s) provided to a Unit that the Unit Owner pays for through the Association and not directly to the utility company.

(b) Prior to the disconnection of any utility service, the Association must, at a minimum, provide the Unit Owner with a written 30 day disconnection notice, which includes the amount the Unit Owner must pay to avoid the disconnection, the specific date by which the payment must be made, and advise the Unit Owner of the right to request a hearing with the Board within 10 days from the date of the disconnection notice. The disconnection notice must be sent by hand delivery (posted on or slipped under the front door to the Unit) or by certified mail, return receipt requested, to the Unit Owner's Unit.

(c) Once the utility service is disconnected, the Unit Owner must pay for any and all disconnection and reconnection charges, in addition to all other Assessments, charges, late fees, reasonable attorneys' fees, legal fees, including the notice of disconnection costs, and collection expenses, the Unit Owner owes the Association, before the utility service is reinstated.

(d) The Association will not disconnect any electric or gas service, which heats a delinquent Unit Owner's Unit from December 1st through March 31st, which is metered to the Association; however, this does not affect the Association's authority to disconnect other utility service(s).

(E) Lien of Association. The Association will have a lien upon each Unit Owner's Ownership Interest for the payment of the portion of any Assessments chargeable against such Unit that remain unpaid for at least 10 days after the same have become due and payable, together with the other amounts provided for in Article X, Paragraph (D), from the time a certificate therefor, subscribed by the President of the Association or other Association representative as permitted by Ohio law, is filed with the Recorder of Cuyahoga County, Ohio, pursuant to authorization given by the Board. Such certificate will contain a description of the Unit, the name(s) of the record Unit Owner(s) thereof and the amount of such unpaid portion of the Assessments, and other amounts due. The lien will also act to automatically secure and include all Assessments that become due and payable after the certificate is filed until the claim of lien is satisfied. The lien is valid for a period of five years from the time of filing unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the Court in an action brought to discharge such lien as hereinafter provided. In addition, each Unit Owner will be personally liable, jointly and severally, for all Assessments chargeable for the period of his/her Unit Ownership. The existence of a mortgage, lien, or other encumbrance and of a condition, possibility of reverter or the like, will not be deemed to be a defense of title under the preceding sentence.

(F) Priority of Association's Lien. The lien provided for in Article X, Paragraph (D) above takes priority over any lien or encumbrance subsequently arising or created, except liens for: a) liens for real estate taxes and assessments of political subdivisions, and b) liens of bona fide first mortgages, which have been theretofore filed for record; provided, however, that with respect to any bona fide first mortgage on a Unit that is filed for record after the date of this Declaration, an amount equal to the lesser of the amount of the delinquency or six months of common expense Assessments based on the budget adopted by the Association for the year in which the foreclosure action against the Unit is commenced, plus the Association's reasonable attorney's fees, costs, and expenses related to the foreclosure, is prior to any lien or encumbrance previously arising or created by such bona fide first mortgage. The lien provided for in Article X, Paragraph (D) may be foreclosed in the same manner as a mortgage on real property in an action brought by or on behalf of the Association after authorization from the Board. In any such foreclosure action, the Unit Owner(s) of the Unit affected is required to pay a reasonable rental for such Unit during the pendency of such action, in addition to any Assessments otherwise chargeable against the Unit, and the Association in such action is entitled to the appointment of a receiver to collect the same. In any such

foreclosure action, the Association, or its agent or nominee, is entitled to bid, acquire, hold, lease, encumber, and/or convey the Unit, whether at the foreclosure sale of same or otherwise. The provisions of Bylaws Article IX, Section 2 are applicable to the Association's acquisition.

(G) Dispute as to Common Expenses. Any Unit Owner who believes that the portion of any Common Expenses chargeable to his/her Unit, for which a certificate of lien has been filed by the Association, has been improperly calculated and charged against him/her or his/her Unit may bring an action in the Court of Common Pleas for Cuyahoga County, Ohio, for the discharge of such lien.

(H) Non-Liability of Foreclosure Sale Purchaser. Where the mortgagee of a first mortgage of record or other purchaser of the Unit acquires title to the Unit as a result of foreclosure of the first mortgage, or in the event a mortgagee should accept a deed in lieu of foreclosure, such acquirer of title, its successors and assigns, are not liable for the share of the Assessments chargeable to such Unit that became due prior to such acquisition of title to such Unit by such acquirer unless such share is secured by a lien for Assessments recorded prior to the recording of the foreclosed mortgage. Any funds received on the judicial sale of the Unit in excess of the first mortgage lien, the court costs, and the real estate taxes, will, however, be paid over to the Association, to the extent of the unpaid Assessments due to the Association. The Unit Owner(s) of a Unit, prior to the judicial sale thereof, will be and remain after the date of the judicial sale personally and primarily liable, jointly and severally, for the Assessments against the judicially sold Unit up to the date of the judicial sale as provided in Article X, Paragraph (D); but any unpaid share of Assessments are deemed to be Common Expenses collectible from all of the Unit Owners, including the acquirer of the foreclosed Unit, his/her successors or assigns, at the time of the first Assessment next following the acquisition of title by such mortgagee, its successor or assigns.

(I) Liability for Assessments Upon Voluntary Conveyance. In a conveyance of a Unit, other than a conveyance described in Article X, Paragraph (H), the grantee of the Unit is jointly and severally liable with the grantor for all unpaid Assessments levied by the Association against the grantor and the Unit, including his/her share of all Common Expenses charged against the Unit up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee. However, any prospective grantee is entitled to a statement from the Association, provided through the grantor, within 30 days after receipt by the Association of a request from the grantor, setting forth the amount of

all unpaid Assessments; and such grantee is not liable for, nor will the Unit conveyed be subject to a lien for, any unpaid Assessments levied by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement. As used in this paragraph, "grantor" includes a decedent and "grantee" includes a devisee or heir, or any other successor or assign of a grantor.

ARTICLE XI

INSURANCE

(A) Property Insurance.

(1) Coverage.

(a) Mandatory Coverage. The Association will carry Property Insurance (also sometimes known as "casualty insurance" or "fire and extended insurance"), subject to a deductible as provided for in subparagraph (5) below, on all of the insurable improvements comprising the Common Elements, including the Limited Common Elements, that the Association is required to maintain, and all personal property as may be owned by the Association and for which the Association is responsible. Therefore, in general terms, the Association is responsible for having Property Insurance from the backside of the drywall out. This is known as a "bare walls" Property Insurance Policy.

(b) Additional Coverage. The Association may, as the Board in its sole discretion so determines from time to time, also carry Property Insurance on some or all of the fixtures, structures, betterments, and other insurable installations and improvements installed within and/or as part of the Units. The Board will notify Unit Owners in writing when additional insurance coverage is in place and the applicable time periods of same; the additional insurance coverage is deemed to be in place and in effect for only such periods of times as specified in the Board's written notice.

(2) Risks to be Insured and Amount Thereof. The Association's Property Insurance protects against loss or damage by fire and hazards now

or in the future covered by a special form policy, and all other perils which are customarily covered by similarly constructed and situated condominium associations in Cuyahoga County, Ohio. The amount of insurance purchased must be sufficient to cover 100% of the then replacement value, less deductible, without deduction for appreciation, excluding excavation and foundation costs and other items normally excluded from such coverage.

(3) Beneficiary Interests. Subject to the provisions of subparagraph (4) below, the Association's Property Insurance is for the benefit of the Association, each of the Unit Owners, and the holders of mortgages upon the Ownership interests, as their interest may appear, and provides for the issuance of certificates of insurance with mortgagees' endorsements to the holders of mortgages on the Units, if any.

(4) Claim Filing. The Board has the sole right and authority to file, or authorize the filing of, and adjust any and all claims for damage or destruction that are or may be covered by the Association's Property Insurance policy regardless of the person(s), including mortgagees, who are named as an additional insured or beneficiary of such policy, as the Board determines is consistent with the intent of the Declaration and in the Association's best interests; provided, however, that a mortgagee having an interest in any loss may participate in the settlement negotiations, if any, related to the loss. The failure or refusal of the Association to process or file any claim for damage or destruction to any part of the Condominium Property covered under the Association's Property Insurance will not give rise to any claim against the Association or the Board; provided, however, that if no claim is filed, the Association will then self-insure the claim to extent coverage would have been available under the Association's Property Insurance policy.

(5) Deductible. The Association's Property Insurance may include a reasonable deductible as determined by the Board. Except as provided in subparagraph (6) below, the Unit Owner is responsible for any repairs or expenses up to the amount of any applicable deductible for loss or damage to his/her Unit and Limited Common Element fixtures located inside the Unit and the Association is responsible for all costs and other expenses pertaining to the Common Elements and all other Limited Common Elements. If a single loss affects multiple portions of the condominium property, for example, one or more Units and the Common Elements, the

repair costs and expenses not paid for by the insurance proceeds are to be proportionately allocated in relation to the amount each party's claim bears to the total amount of the claim, with the party incurring the larger share of the loss responsible for the larger share of the deductible. The Association may assess the amount of any deductible expense attributable to any Unit(s) as provided for in subparagraph (6) below, to the Unit Owner(s) of such Unit(s).

(6) Responsibility for Damage.

(a) Association. Nothing in the Declaration will be deemed to impose any contractual obligation on the Association for the maintenance, repair, or replacement of the Common Elements or any portion of the Common Elements. The Association's liability is limited to damages resulting from its negligence or intentional act. If any loss or repair is due to the Association's negligence or intentional act, then, in such case, the Association is responsible for the cost of such loss or repairs to the extent not covered by any insurance policy in accordance with this Article XI, including any deductible amount.

(b) Unit Owner. If any loss or repair is due to the negligence or intentional act of a Unit Owner, or anyone the Unit Owner is responsible for, such as a family member, tenant, guest, or contractor of the Unit Owner, or originates from the Unit Owner's Unit, then in such case, the said Unit Owner is responsible for the cost of such loss or repairs to the extent not paid for by (or should have been covered and paid for by) any insurance policy required of the Association or any Unit Owner in accordance with this Article XI, including costs not paid for due to any insurance deductible amount.

(7) Insurance Company Rating. All policies must be written with a company licensed to do business in the State of Ohio and, unless not reasonably available to the Association, holding a rating of "A" or better by Standard and Poor's Insurance Ratings, or its present day equivalent.

(8) Mortgagee and Other Additional Insurance Requirements. Notwithstanding anything to the contrary anywhere in this Article XI, the Board has the full right and authority, but not the obligation, to purchase Property Insurance, and/or any other insurance policy or endorsement, that includes any and all such terms, conditions, or requirements, as the Board

determines is in the Association's best interest and is necessary to comply with any requirements of the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and/or similar institutions. If the Association provides, as the Board so decides, any additional insurance coverage beyond the minimum requirements contained in subparagraph (1)(a) above, for less than all the Unit Owners, the Association may levy a special assessment against only those Unit Owners so requiring such additional insurance in an amount to be determined by the Board.

(9) **Additional Endorsements.** The Association's Property Insurance policy must include, as the Board so determines is reasonable from time to time, a "Construction Code Endorsement" or its present day equivalent, a "Demolition Cost Endorsement" or its present day equivalent, an "Increased Cost of Construction Endorsement" or its present day equivalent, and an "Agreed Amount and Inflation Guard Endorsement" or its present day equivalent, and/or such other endorsements as the Board so decides upon.

(10) **Disbursement of Excess Insurance Proceeds.** The Association will use insurance proceeds received to defray the cost of repairing the damage to the Common Elements. If the cost of such repairs is less than the amount of such insurance proceeds, the excess will be retained by the Association and placed in the reserve fund or such other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Elements.

(11) **Availability of Insurance.** All insurance coverage is subject to modification as the Board determines necessary based on the availability of coverage and the cost of the coverage. If the cost of 100% full replacement coverage, less the deductible, for Property Insurance is unreasonably expensive, as the Board so determines, then in no event will the coverage be in an amount less than 80% of the then current replacement cost, less the deductible, and with exclusions as provided for in Article XI, Paragraph (A)(2) above.

(B) **Unit Owner Insurance.** Except as may be insured by the Association in accordance with Article XI, Paragraph (A)(1) above, each Unit Owner separately insure those portions of his/her Unit from and including the drywall in and the

Limited Common Element fixtures within the Unit. The Unit Owner may also carry insurance on the Unit and said Limited Common Elements up to the amount of the Association's Property Insurance deductible when the Association insures areas or components of same as provided for in Article XI, Paragraph (A)(1)(b) above. The Property Insurance carried by the Unit Owner will insure against loss by fire and other hazards and perils now or hereafter embraced by a special form policy. Each Unit Owner will file a copy of the policy(ies), or such other evidence of insurance as the Board may require, with the Association within 30 days of receipt of a request from the Association. Each Unit Owner may further separately insure the personal contents of his/her Unit, as well as any other personal property, which he/she stores elsewhere on the Condominium Property.

(C) **Damage and Destruction.**

(1) Immediately after the damage or destruction by fire or other casualty to all or any part of the Condominium Property covered by the Association's Property Insurance, as determined by the Board, the Board or its duly authorized agent may proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Such costs may include professional fees and premiums for such bonds as the Board deems necessary. Each Unit Owner will be deemed to have delegated, and does delegate upon acquisition of any title interest in a Unit, to the Board or its agent, his/her right to file for and adjust with insurance companies all losses under the Property Insurance policies referred to in Paragraph (A) above. In furtherance of this delegation, the Board, and its authorized agents, is and are appointed the attorney-in-fact for all Unit Owners to make proof of loss, to negotiate loss adjustment, and to acknowledge receipt for any sums received on or under any and all of said policies.

(2) In the event any damage to or destruction of the Common Elements renders 50% 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 and the consent of at least 51% of the Mortgagees, elect not to repair or restore such damaged part at a meeting, which will be called within 90 days after the occurrence of the casualty. Upon such election, all of the Condominium Property is subject to an action for sale as upon partition at the suit of any

Unit Owners. 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, is considered as one fund and distributed to all Unit Owners, and the holders of their respective first mortgage liens (as their interests may appear), in proportion to their respective Ownership Interests. No Unit Owner, however, will receive any portion of his/her share of such proceeds until all liens and encumbrances on his/her Unit have been paid, released, or discharged.

(D) Restoration of Buildings.

(1) Unless Unit Owners elect not to restore the damaged property as provided for in Article XI, Paragraph (C)(2) above, following the occurrence of a casualty for which insurance proceeds are recovered, the Association will repair and reconstruct all damage to or destruction of the Common Elements and Limited Common Elements substantially as such Elements existed immediately before the damage or destruction, provided that the Board may provide for the use of such new or alternative materials as the Board reasonably determines are in the Association's best interest. Distribution and/or payment of Association insurance proceeds for the repair and reconstruction of any Unit, if any, will be determined by the Board.

(2) If the cost of the repair for the damages or destruction to the Common Elements and Limited Common Elements the Association is responsible to maintain, pursuant to Article IX, exceeds the amount of the insurance proceeds received, such excess may be provided for either by means of a special assessment levied by the Board against all Unit Owners in proportion to each Unit Owner's Ownership Interest or by means of an appropriation from the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Elements, as the Board, in its sole discretion, may determine. Additional assessments may be made in a like manner at any time during or following the completion of any repair or reconstruction.

(3) If the cost of repairs to the Common Elements and the Limited Common Elements, is less than the amount of such insurance proceeds, the excess will be retained by the Association and placed in the reserve maintenance fund or such other fund as may be established for the purpose of

providing for the maintenance, repair, and replacement of the Common Elements.

(4) After any damage to or destruction of his/her Unit and the Limited Common Elements the Unit Owner insures, each Unit Owner will restore his/her Unit and the said Limited Common Elements, including utilities the Unit Owner is responsible for under Article IX above, at the Unit Owner's sole expense, to such minimum standards as the Board may at any time and/or from time to time, in its sole discretion, establish and complete such restoration within eight months after the damage or destruction or such sooner time as the Board determines necessary to properly repair the Common Elements and/or Limited Common Elements. Minimum standards may include requiring installation of drywall finished with at least one coat of primer, basic floor coverings, and utility lines, ducts, vents, and related fixtures and equipment.

(E) Public Liability Insurance and Other Insurance Coverage:

(1) The Association will insure itself, the members of the Board, the Unit Owners and 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 Elements, 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 \$2,000,000.00 in respect to personal injury, disease, illness, or death suffered by any one person, and to the limit of not less than \$2,000,000.00 in respect to any one occurrence, and to the limit of not less than \$2,000,000.00 in respect to damage to or destruction of property arising out of any one accident. All liability insurance will 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 Elements, for any reason, does not fully cover any such liability, the amount of any deficit will be a Common Expense to the Unit Owners, and any Unit Owner who 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 Elements have a right of contribution for the other Unit Owners according to their respective percentages of interest in the Common Elements. Such policy will

not insure against liability for personal or bodily injury or property damage arising out of or relating to the individual units.

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

(3) Such other insurance as the Board may determine, including, without limitation, directors and officers insurance, liability insurance for Board members, and fidelity coverage against dishonest acts of any Person handling Association funds.

(F) Waiver of Subrogation. Each Unit Owner and Occupant, as a condition of accepting title and possession, or either one of such, of a Unit, and the Association agree that, in the event any part(s) of the Condominium Property or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance of any Unit Owner, Occupant, or the Association, and the lessees of any one of them, as provided for in this Article XI, the rights of recovery and subrogation, if any, of any party or their respective insurance company, against the other, or against the employees, agents, licensees, or invitees of any party, with respect to such damage or destruction and with respect to any loss resulting therefrom are waived to the extent of the insurance proceeds actually recovered.

ARTICLE XII

EASEMENTS

(A) Roadway and Utility Easements. The Condominium Property, including the Association and the Unit Owners, are the beneficiaries of and burdened by certain road and utility easements. A further description of the scope and extent of such benefits and burdens is set forth in the Master Association Bylaws. The easements are non-exclusive and are for roadway and driveway purposes for ingress and egress and for the installation, maintenance, repair, and replacement, of wires, conduits, pipes, drains, storm and sanitary sewers and water main, gas, electric, and telephone lines, and other equipment and improvements necessary or incidental to the use and enjoyment of said easements and the lands to which easements are appurtenant; and, said easements are to be used and enjoyed in common with all other Associations of Condominium Unit Owners of Concord Square Village Condominiums and each of their respective unit owners, residents, guests,

and invitees. It will be deemed as a condition applicable to all persons who have an interest in said easements granted to the use of such rights that one must pay his/her share of all taxes, general and special, due and payable during such use against all of the premises subject to easement rights in common as set forth above, and of all cost of the maintenance in a serviceable condition and repair and replacement of such right-of-way and utilities. Such share will be contributed by each Association of Condominium Unit Owners of Concord Square Village Condominiums to the Master Association, such contribution to be made pro-rata, based on the ratio between the number of condominium units in each Association to the total number of condominium units in all the Associations.

(B) **Encroachments.** In the event that (1) by reason of the construction, repair, restoration, reconstruction, partial or total destruction and rebuilding, settlement, or shifting of the Buildings, any part of the Common Elements encroaches or hereafter encroaches upon any part of any Unit or any of the Common Elements or any other Unit; or (2) by reason of the design or construction of any Unit, it is necessary or advantageous to a Unit Owner to use or occupy, for normal uses and purposes, any portion of the Common Elements consisting of unoccupied space within the Buildings and adjoining his/her Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are established and exists for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the Buildings containing such Unit remains standing; provided, however, that in no event will a valid easement for any encroachment be created in favor of any Unit Owner or in favor of the Unit Owners as owners of the Common Elements if such encroachment occurred due to the willful conduct of said Unit Owner or Unit Owners.

(C) **Maintenance Easements.** Each Unit is subject to such easements of access as may be necessary for the maintenance, repair, or replacement of any Common Element or the operation of the Buildings in which such Unit is located and further subject to such easements as may be necessary for the installation, maintenance, operation, repair, removal, or replacement of any pipes, wires, ducts, conduits, public utility lines, or structural components running through the walls of the Units, whether or not such walls lie in whole or in part within the bounds of a Unit. Each Unit Owner has the permanent right and easement to and through the Common Elements and walls to the use of water, sewer, power, television or other communications antenna, and other utilities now or hereafter existing within the walls, and further have an easement to hang pictures, mirrors and the like upon the walls of his/her Unit.

(D) Easements to Others.

(1) Subject to the Master Association referred to in Article VIII, Paragraph (E) above, the Association, through the Board, may from time to time hereafter grant to others on behalf of the Condominium Property, easements, leases, licenses, and concessions through or over the Condominium Property for roadway, access, utility, and other purposes the Board determines to be in the Association's best interest, including, but not limited to, the right to construct, install, repair, replace relocate, operate, and maintain roadways, driveways, sidewalks, paths, water mains and pipes, storm and sanitary sewer lines, gas mains, telephone wires and equipment and television cable lines, antennae and other television or communication reception devices and electrical conduits and wire over, under, and along any portion of the Common Elements (other than Limited Common Elements), provided that it will be a condition precedent to the use and enjoyment of any such easements that the owner or owners of land benefited, at its or their expense, restore the Common Elements to the same condition as existed just prior to the installation of any such utility or other improvements. Each Unit Owner and his/her respective mortgagee by acceptance of a deed conveying such Condominium Ownership interest or a mortgage encumbering such Condominium Ownership interest, as the case may be, irrevocably appoints the Association his/her 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/her mortgagee, such easements or other instruments as may be necessary to effect the foregoing.

(2) Each grantee of a Unit and each mortgagee in whose favor a mortgage with respect to any Unit is granted is 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) of reference to such easements.

(E) Easements Run with Land. All easements and rights described herein are easements appurtenant, running with the Land, perpetually in full force and effect and at all times inure to the benefit of and be binding on the Grantor, its

successors and assigns and any owner, purchaser, Mortgagee, and other Person having an interest in said Land, or any part or portion thereof.

(F) Deeds and Mortgages Subject to Easements. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, are sufficient to create and reserve such easements and rights to the respective grantees, Mortgagees, and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such document.

ARTICLE XIII

CONDEMNATION

(A) General. Whenever any authority having the power of condemnation or eminent domain takes or proposes to take all or any part of the Condominium Property, each Unit Owner is entitled to notice of the proposed taking. Each Unit Owner designates and appoints the Association by and through the Board, as his/her exclusive agent to handle, negotiate, settle, and conduct all matters, proceedings, and litigation incident to such taking or proposed to be taken; and the Association has the power and authority to do so. Any award made for such taking is payable to the Association. Unless otherwise provided by law at the time of such taking and subject to Paragraph (B) below, any award made or proceeds received for such taking will, after reduction for costs, be disbursed to the Association and first be applied to the cost of restoring or replacing all damaged or taken improvements on the remaining portion of the Condominium Property with any remaining amount to be placed in reserves or used for such other purpose or project as approved by at least 51% of the Unit Owners and the Mortgagees.

(B) Taking of Units. If the taking includes one or more Units, or any part(s) thereof, whether or not there is included in the taking any part of the Common Elements, then the award will be disbursed and all related matters, including, without limitation, alteration of the Ownership Interests in the Common Elements, will be handled pursuant to and in accordance with the consent of all Unit Owners (or such lesser number of Unit Owners as may then be prescribed by Chapter 5311 for the purpose of altering the Ownership Interests in the Common Elements) and their respective first mortgagees (as their interests may appear),

expressed in a duly recorded amendment to this Declaration. The Unit Owner(s) of any Unit taken will be deemed to be a Unit Owner(s) for the purpose of signing such an amendment. In the event that such an amendment is not recorded within 90 days after such taking, the matter of what happens to this Condominium, the disposition of the award, and all other issues arising out of the taking will be submitted to the Common Pleas Court in the County of Cuyahoga, Ohio, for resolution and determination. Any award or proceeds from such taking of one or more Units will be proportionately allocated and disbursed to each Unit Owner, and such Unit Owner's first mortgagee (as its interest may appear), whose Unit is taken.

ARTICLE XIV

REMEDIES FOR VIOLATIONS

(A) Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision contained in this Declaration or in the Bylaws, gives the Board, on behalf of the Association, in addition to the rights hereinafter set forth in this Article, the right:

(1) To enter upon the Land, in any Unit or Limited Common Elements or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the Unit Owner of such Unit, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, the Bylaws, or the Rules, and the Association, its Board, or its agents, will not be deemed guilty in any manner of trespass;

(2) To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach;

(3) To suspend a Unit Owner's (including any Occupant(s), tenant(s), or resident(s) of such Unit) use of the Common Element or Master Association amenities, including any of those described or referenced in Article VI and Article VIII, Paragraph (E); and,

(4) To promulgate Rules to effect and to cause the effectuation of reasonable sanctions, including, but not limited to, the imposition of

reasonable enforcement Assessments, as may be further defined in the Rules or Chapter 5311, payable to the Association after notice and a reasonable opportunity to request a hearing (and if so requested, to be actually heard) is provided, the removal of personal property from the Common Elements, when the continued presence of such property in the Common Elements is a violation or breach of the Declaration, Bylaws, or Rules, and/or the enforcement by the Police of Municipal Ordinance; all as may be deemed necessary or proper to secure and compel compliance with the Declaration, Bylaws, or Rules, as well as to deter continued non-compliance with such Declaration, Bylaws, or Rules.

(B) **Involuntary Sale.** If any Unit Owner (either by his/her own conduct or by the conduct of any Occupant(s), tenant(s), guest(s), or employee(s) of his/her Unit) violates any of the covenants or restrictions or provisions of the general law, this Declaration, the Bylaws, or the Rules, and such violation continues for three days after notice in writing from the Association, or occurs repeatedly during any 12 month period after written notice or request from the Association to cure such violation, then the Board has the power, upon 10 days prior written notice, to terminate the rights of said defaulting Unit Owner or Occupant to continue as a Unit Owner or Occupant and to continue to occupy, use, or control his/her Unit. At any time after such notice, the Association may file an action against the defaulting Unit Owner for a decree of mandatory injunction against the Unit Owner or Occupant subject to the prior consent in writing, of any Mortgagee, on the books of the Association, having an interest in the ownership of the defaulting Unit Owner, which consent will not be unreasonably withheld. In the alternative, the action may pray for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use, or control the Unit owned by him/her and ordering that all the right, title, and interest of the Unit Owner be sold (subject to liens or encumbrances thereon) at a judicial sale upon such notice and terms as the Court establishes, provided that the Court enjoins and restrains the defaulting Unit Owner from reacquiring directly or indirectly his/her interest at such judicial sale. The proceeds of any such judicial sale will be distributed first to pay the costs of said sale, mortgages of record according to their priority, then liens of record, according to their priority, reasonable attorneys' fees of the Association, real estate taxes, and Assessments and all other expenses of the proceedings, and all such items will be charged against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid Assessments hereunder or any liens, will be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser is then entitled to such instrument of conveyance as may be provided by Court order, and to immediate possession of the

Unit sold and may apply to the Court for a writ for the purpose of acquiring such possession and it will be a condition of any such sale, and the decree will so provide that the purchaser will take the interest in the property sold subject to this Declaration.

(C) **Cost of Enforcement.** If any Unit Owner (either by his/her own conduct or by the conduct of any Occupant(s), tenant(s), resident(s), guest(s), or employee(s) of his/her Unit) violates any provisions in this Declaration, the Bylaws, or Rules, said Unit Owner will pay to the Association, in addition to any other sums due, including all costs of repair or removal and any enforcement Assessments, all costs and expenses incurred by the Association in connection with the enforcement of said provision or Rule, including, without limitation, reasonable attorneys' fees and court costs. Said costs and expenses will be charged as an Assessment against said Unit Owner's Unit. The Association, in addition to all other remedies available, has the right to place a lien upon the estate or interest of said Unit Owner for all costs and charges provided for in this Paragraph as further explained and set forth in Article X, Paragraph (E).

(D) **Cure by Association.** If any Unit Owner fails to perform any act that he/she is required to perform by this Declaration, the Bylaws, or the Rules, the Association, through the Board, may, but is not obligated to, undertake such performance or cure such violation, and charge and collect from said Unit Owner the entire cost and expense, including reasonable attorneys' fees, of such performing or cure incurred by the Association. Any such amount will be deemed to be an additional Assessment upon such Unit Owner and due and payable when the payment of the Assessment next following notification of such charge becomes due and payable, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for Common Expenses.

(E) **Eviction By Association.** The Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant for a violation of any Rule or Declaration or Bylaws' restriction or covenant. The action will be brought by the Association, as the Unit Owner's agent, in the name of the Unit Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association will give the Unit Owner at least ten days prior, written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, will be charged to the Unit Owner and will be the subject of a special assessment against the offending Unit and made a lien against that Unit.

ARTICLE XV

AMENDMENT OF THE DECLARATION, BYLAWS AND DRAWINGS

(A) In General. Except as provided for in Chapter 5311 and Paragraph (B) below, this Declaration and the Bylaws may be amended upon the filing for record with the Cuyahoga County Fiscal Office of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument will have been duly consented to by the Unit Owners, either in writing or by a vote taken at a duly noticed and conducted Association meeting, entitled to exercise at least 75% of the Association's total voting power. Such amendment must be executed by the Association President and Secretary 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. Any amendment becomes effective upon the recordation of the amendment in the Office of the Cuyahoga County Fiscal Officer, provided, however, that no amendment be made to the Ownership Interests set forth in Article VI, Paragraph (D) without the prior unanimous approval of all Unit Owners and their respective Mortgagees.

(B) Board Amendments. Notwithstanding anything in Paragraph (A) above to the contrary, without a vote of the Unit Owners, the Board may amend the Declaration in accordance with and to the extent permitted by Chapter 5311.

(C) Limitation on Unit Owner Challenge. Any Unit Owner who is aggrieved by an amendment to the Declaration made pursuant to Paragraph (A) above or that the Board of Directors makes pursuant to Paragraph (B) above may commence a declaratory judgment action to have the amendment declared invalid, provided, that any such action must be filed in the Cuyahoga Court of Common Pleas within one year from the date of the recordation of the amendment with the Cuyahoga County Fiscal Office.

(D) Mortgagee Consent. Notwithstanding anything to the contrary in Paragraph (A) above to the contrary, the consent of at least 51% of the first Mortgagees is required for any amendment of a material adverse nature to such first Mortgagees, any amendment to terminate the legal status of the Condominium, or any other amendment for which such Mortgagee consent is required to meet the requirements of the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans

administration, and/or similar institutions. A Mortgagee who receives a written request to approve an amendment by regular U.S. mail and who does not deliver to the requesting party a negative response within 45 days after the sending of the request, will be deemed to have approved such amendment. If less than 51% of the first Mortgagees consent to a given amendment, the amendment is valid among the Unit owners, provided that the rights of any non-consenting Mortgagee will not be adversely affected or impaired.

ARTICLE XVI

SALE OR OTHER ALIENATION OF UNITS

The Association has no right of first refusal with respect to the purchase or any other conveyance, whether by gift, involuntary sale, or otherwise, of a Unit. A Unit Owner is able to transfer his/her Unit freely, provided, however, that, prior to any transfer, the Unit Owner submits to the Association: (a) payment in full to the Association of all outstanding Assessments and other charges levied against the Unit and that are due or become due up until the date of transfer of the Unit; (b) a written verification that the new Unit Owner has received a set of governing documents, including the Declaration, Bylaws, and Rules, and the Master Association Bylaws (a set of such documents may be obtained from the Association for a reasonable charge), and (c) the new Unit Owner's name, home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all Occupants of the Unit as well as the name, business address, and business telephone number of any person who manages the Unit Owner's Unit as an agent of that Unit Owner. Within thirty days after a change in any information that division (c) of this Article requires, a Unit Owner will notify the Association, in writing, of the change. When the Board requests, a Unit Owner will verify or update the information. Nothing in this Article XVI prevents or prohibits the Association, through the Board, from purchasing a Unit at anytime and from time to time, provided the requirements set forth in the Bylaws are met.

ARTICLE XVII

NOTICES TO LENDING INSTITUTIONS

In addition to the Mortgagee consent provided for in Article XV, Paragraph (D), any Mortgagee is entitled to written notice, by regular first class mail, from the Association of any proposed amendment to the Declaration or Bylaws as provided for or required by the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and/or similar institutions. Such notice includes, without limitation, notice of:

(A) any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage;

(B) any delinquency 60 days in the payment of assessments or charges owed by any Unit Owner on a Unit on which the Mortgagee holds the mortgage;

(C) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and,

(D) any proposed action that requires the consent of a specified percentage of Mortgagees.

The Association's failure to provide notice as set forth above to any Mortgage does not negate or otherwise affect the Association's rights and interests to, with, or against any Unit Owner, provided that the rights of any Mortgagee who requested but was not sent such notice will not be adversely affected or impaired.

ARTICLE XVIII

GENERAL PROVISIONS

(A) Service of Notices on the Board. Notices required to be given to the Board or Association may be delivered to any two members of the Board or to the President, either personally or by regular U.S. mail, with postage prepaid, addressed to such members or officer at his/her Unit.

(B) Services of Notices on Unit Owners. Unless otherwise expressly provided for in the Declaration or Bylaws, any notices required or desired to be given to the Unit Owners or to any one or more of them will be in writing and deemed to have been effectively given if it has been (1) delivered personally to the Unit Owner(s) (if there is more than one Person owning a single Unit, a notice given to any one of such several Persons is deemed to have been given personally to all of the Persons owning an interest in such Unit), (2) placed beneath the main entrance door of the Unit (it will then be deemed to have been given to all Persons owning an interest in such Unit), or (3) sent by regular U.S. mail with postage prepaid, addressed to the Unit Owner at the mailing address of his/her Unit.

(C) Copies of Notices to Mortgagees. Upon written request to the Board, including the name and address of such mortgagee and the Unit(s) on which it holds, insures, or guarantees the mortgage, the holder of any duly recorded mortgage on any Ownership Interest or interest therein, will be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner(s) whose Ownership Interest or interest therein is subject to such mortgage.

(D) Service of Notices on Devisees and Personal Representatives. Notices required to be given any devisee, heir, or personal representative of a deceased Unit Owner may be delivered either personally or by regular U.S. mail, with postage prepaid, to such party at his, her, or its address appearing in the records of the court in which the estate of such deceased Unit Owner is being administered.

(E) Signature Requirements. Pursuant to the Board's decision, any requirement for a signature under the Declaration or Bylaws may be satisfied by a digital signature meeting the requirements of Ohio and Federal law.

(F) Use of New Technology. Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by Ohio and Federal law, as well as by the Board, now or in the future: (1) any notice required to be sent or received; (2) any signature, vote, consent, or approval required to be obtained; or (3) any payment required to be made, under the Declaration or Bylaws may be accomplished under the most advanced technology available at that time provided such use is generally accepted business practice.

(G) Compliance with Covenants. All Unit Owners and Occupants will comply with all covenants, conditions, and restrictions set forth in any deed to which they are subject or in the Declaration, Bylaws, or Rules, as any of the same may be

amended from time to time.

(H) Non-Waiver of Covenants. No covenants, conditions, or restrictions, obligations or provisions contained in this Declaration, the Bylaws, or the Rules will 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 that may occur.

(I) Waiver of Damages. Neither Association, nor any Board member, officer, employee, agent, or successor or assign of Association, will 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, whether or not such claim (1) will be asserted by any Unit Owner, Occupant, or by any Person or entity claiming by or through any of them; (2) will be on account of personal injury or property damage however caused; or (3) will arise ex contractu or (except in the case of willful misconduct or gross negligence) ex delictu. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for or arising by reason of the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of the Board or the Association itself, the Board, or their respective agents, employees, guests, tenants, invitees, and servants, or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function or disrepair of any utility services, including without limitation, heat, air conditioning, electricity, gas, water, sewage, and the like.

(J) Headings. The heading to each Article and each paragraph 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.

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

(L) Covenants to Run 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 granted, created, reserved, or declared, and all

impositions and obligations imposed will be deemed and taken to be covenants running with the Land and will bind Grantor, its successors and assigns, and any Unit Owner, Occupant, purchaser, lessee, Mortgagee, or other Person having, at any time any interest or estate in said Land and will inure to the benefit of such owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

(M) Construction. Wherever the masculine singular form of the pronoun is used in this Declaration or the attached Bylaws, it will be construed to mean the masculine, feminine, or neuter, singular or plural, as the context so requires.

(N) Scrivener's Corrections. Scrivener reserves unto itself the right to make corrections or changes in this Declaration and any of the Exhibits attached to this Declaration, including the attached Bylaws, that arise due to typographical mistakes or scrivener errors. Said changes may be made by Scrivener despite the fact it does not own 75% of the interest of the Association's total voting power but will only be done if said changes do not materially affect the Unit Ownership interest of anyone else. Said changes will otherwise be in accordance with Article XV of this Declaration.

(O) Interpretation of Declaration. The provisions of this Declaration, and the Exhibits attached to the Declaration, including the Bylaws, will be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class condominium development; provided, further, that the language used will not be strictly construed against the Association, the Board, or any Unit Owner.

EXHIBIT A

"CONCORD SQUARE VILLAGE CONDOMINIUM "O"

PLAT MAP & DRAWINGS

The drawings were prepared and certified by Slabe & Mackay, Civil Engineers and Surveyors, 7017 Pearl Road, Middleburg Heights, Ohio 44130, and Keeva J. Kekst and Associates. Registered Architect, 2800 Euclid Avenue, Cleveland, Ohio 44115, relating to the Condominium Property, which drawings are recorded in Condominium Plat Volume 25, Page 5 et seq. and Volume 26, Page 65 et seq. of Cuyahoga County Records, and incorporated herein by reference only.