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

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR CONCORD SQUARE VILLAGE
CONDOMINIUM "G" RECORDED AT VOLUME 12770, PAGE 93 ET SEQ., OF
THE CUYAHOGA COUNTY RECORDS.

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

WHEREAS, on or about December 29, 1970, MULTIPLEX, INC., a Delaware Corporation ("Declarant"), executed the Declaration of Condominium Ownership for Concord Square Village Condominium "G" (the "Original Declaration") and the By-Laws of Concord Square Village Condominium G Owners' Association (the "Original Bylaws"), Exhibit B to the Declaration and caused same to be recorded on or about January 28, 1971, at Cuyahoga County Records Volume 12770, Page 93 et seq., and

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

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

WHEREAS, Article XII, Section 7 of said Original Declaration authorizes amendments to the Original Declaration and Original Bylaws, and

WHEREAS, 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 79% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 79% 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 hereby amended by the following (including the attached document):

A) DELETE ORIGINAL DECLARATION Pages 1 through 27 and ORIGINAL BYLAWS Pages 1 through 19, as recorded in Cuyahoga County Records Volume 12770, Page 93 et seq., on January 28, 1971, including all previously recorded amendments to said Original Declaration and Original 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 27, as attached hereto and as if fully rewritten herein.

C) Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Concord Square Village Condominium "G" Owners' Association, Inc. has caused the execution of this instrument this 15 day of March, 2011.

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

By: Joseph Giampietro
Joseph Giampietro, its President

By: Ruth M. Revocky
Ruth M. Revocky its Secretary
(print name)

STATE OF OHIO)
)
COUNTY OF Medina) SS


BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Concord Square Village Condominium "G" Owners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 3 of 5, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Parma, Ohio, this 15 day of March, 2011.



NOTARY PUBLIC

Please place notary stamp/seal here:



BRIAN FUNDZAK
Notary Public, State of Ohio
My Commission Expires
February 26, 2012

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


EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF Medina) SS

JOSEPH GIAMPIETRO, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Concord Square Village Condominium "G" Owners' Association, Inc.
2. He caused copies of the Amendment to the Declaration to be mailed by certified mail to all mortgagees having bona fide liens of record against any Unit ownerships of whose mortgage interests notice had been given to the Association.
3. Further affiant sayeth naught.



JOSEPH GIAMPIETRO, President


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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Parma, Ohio, this 15 day of March, 2011.



NOTARY PUBLIC

Please place notary stamp/seal here:



BRIAN FUNDZAK
Notary Public, State of Ohio
My Commission Expires
February 26, 2012

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
CONCORD SQUARE VILLAGE CONDOMINIUM G

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EXHIBIT A: DRAWINGS

EXHIBIT B: AMENDED AND RESTATED BYLAWS OF CONCORD SQUARE
VILLAGE CONDOMINIUM 'G' OWNERS' ASSOCIATION

EXHIBIT C: LEGAL DESCRIPTION

EXHIBIT D: PERCENTAGE OF OWNERSHIP INTEREST

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, shall be payable by each Unit Owner as determined in accordance with the Declaration, the Bylaws, and the Rules. The term "other charges" shall 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 'G' 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 Multiplex, Inc.

(11) "Declaration" means this instrument entitled "Amended and Restated Declaration of Condominium Ownership for Concord Square Village Condominium G" 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, Engineering and Surveying Consultants, Registered Surveyors, 6656 Pearl Road, Cleveland, Ohio 44130, Keeva J. Kekst & Associates, Registered Architect, 2800 Euclid Avenue, Ohio 44115, relating to the Condominium Property, which drawings are identified as Exhibit A

to this Declaration, recorded in plat Volume 6, Pages 18 to 26 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 12770, Page 93 et seq. of the Cuyahoga County Records, on or about January 28, 1971, together with all amendments thereto. 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 G.

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 shall be 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 shall 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 shall 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 shall be no obstruction of, nor shall anything be 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 shall 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 shall 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, shall 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 shall 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. Except as stated in this subparagraph, no animals, birds, or reptiles of any kind shall be raised, bred, or kept in any Unit or the Common Elements. A Unit Owner may have and keep up to two (2) dogs or two (2) cats, or a combination of one (1) dog and one (1) cat, in the Unit, excluding, however, any dog of vicious breed, including, without limitation, any dog of full or mixed pit-bull, rottweiler, or Presa Canario breeds, which are strictly prohibited from residing, visiting, or being anywhere on the Condominium Property at anytime, except as specifically authorized in writing by the Board. A Unit Owner may also have and keep domestic, caged (including fish tanks) household pets, which shall not include any reptiles, or farm or exotic animals as the Board may, in its sole discretion, from time to time further define. All pets permitted on the Property pursuant to this subparagraph are subject to the Rules. The Rules may, without limitation, regulate the number, type, and size of any animals, require the registration of pets with the Association, and/or restrict pets to only those designated areas of the Condominium Property; provided that any pets are not kept, bred, or maintained for any commercial purpose and, provided, further, that any pet causing or creating a nuisance or disturbance, or found in violation of this provision by the Board, shall be permanently removed from the Condominium Property upon three (3) days' written notice from the Association. Any Unit Owners who presently keep more than two (2) dogs or two (2) cats, or a combination of one (1) dog and one (1) cat, in the Unit on the Condominium Property prior to the recording of this amendment shall be "grandfathered" and permitted to remain in the Unit on the Condominium Property until its demise or relocation off the Condominium Property, at which time it may not be replaced. 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 shall be carried on in any part of the Condominium Property, nor shall 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 shall 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 shall 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 Déclaration and except with the Board's prior written consent and required municipal permits. The Board may also adopt, and Unit Owners shall 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 shall 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 shall 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 shall be regularly removed from the Condominium Property and shall not be

allowed to accumulate thereon. Trash, garbage, and other waste shall 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 shall 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 shall be at the Unit Owner's sole risk.

(10) Vehicle Restrictions. The parking of vehicles on the Condominium Property shall be subject to the Rules, provided, that such Rules shall be 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 three-quarter (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 (1) commercial vehicle.

(c) All vehicles on the Condominium Property shall 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, shall 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, shall have 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 shall 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, shall 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 shall 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 shall 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) This restriction does not apply to: (1) Units that are occupied by the parent(s) or child(ren) of the Unit Owner; or, (2) any

Unit Owner leasing his/her Unit at the time of recording of this amendment with the Cuyahoga County Recorder's Office, and who has registered his/her Unit as being leased with the Association within ninety (90) days of the recording of this Declaration, said Unit Owner shall continue to enjoy the privilege of leasing that Unit until the title to said Unit is transferred to a subsequent Unit Owner.

(b) To meet a special situation and to avoid an undue hardship or practical difficulty, each Unit Owner has the right to lease his/her Unit, provided the Unit Owner gives prior written notice to the Board, to a specified lessee for a one-time period not less than six (6) consecutive months nor more than twenty-four (24) consecutive months. The one-time hardship exception of up to twenty-four (24) months may in no event be extended beyond the one twenty-four (24) month period.

(c) In no event shall a Unit be rented by the Unit Owner thereof for transient purposes, which is defined to mean a rental for any period less than six (6) 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) Any land contract for the sale of a Unit must be recorded and a recorded copy of the same must be delivered to the Association. Any land contract not recorded shall be considered an impermissible lease.

(e) All exempted 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. The Unit Owner shall relinquish all amenity privileges, but continue to be responsible for all obligations of ownership of his/her Unit and shall be jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. Copies of all exempted leases shall be delivered to the Board prior to the beginning of the lease term.

(13) Occupancy Limit. No more than two (2) Persons per bedroom shall be permitted to reside in a Unit ("reside" means more than thirty [30] days out of each twelve [12] month period). For the purposes of this restriction only, any Person thirty-six (36) months of age or younger shall not be counted in determining whether the occupancy limit has been reached or exceeded. Each Unit Owner shall 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 shall 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 shall 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 ten percent (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 ten percent (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 shall not be removed, altered, decorated, landscaped, or adorned in any manner contrary to the Rules, nor shall they be 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 shall 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 shall 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 shall further be 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 (3) multi-unit Buildings with a total of nineteen (19) 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 nineteen (19) 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, including skylights, (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 shall 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 shall 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 shall be 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 shall remain 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 shall be owned by two (2) or more co-owners as tenants in common or as joint tenants, nothing in this Declaration shall 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 shall be appurtenant to and shall run with his/her Unit. The extent of such ownership in the Common Elements is hereby deemed and expressed by the Ownership Interest set forth in Exhibit D. Such Ownership Interest shall remain constant and shall not be 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 shall be 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 hereby 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) shall 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 'G' Owners' Association (the "Association") shall administer the Condominium Property. Each Unit Owner, upon acquisition of title to the Unit, shall automatically become a member of the Association. Such membership shall terminate 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, shall exercise 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 shall be 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 shall be 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 shall be in accordance with the provisions of this Declaration and the Bylaws. Each Unit Owner, tenant, Occupant, or guest of a Unit Owner shall 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 shall not be 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 shall serve as the Statutory Agent to receive service of process for the Association. The name and address of the Statutory Agent (and of such successor) shall 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 shall 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, shall manage 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 shall, 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 shall provide for termination with or without cause and shall provide for the payment of reasonable compensation to said manager or managing agent as a Common Expense; provided, however, that no such management contract shall be for a term in excess of three (3) 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 shall not be obligated to, repair, restore, or otherwise correct the condition. The Association shall 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;