

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

MUIRWOOD VILLAGE CONDOMINIUM

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## DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

### MUIRWOOD VILLAGE CONDOMINIUM

WHEREAS, Muirwood Village, Inc., hereinafter "Declarant," is the owner in fee simple of the real property herein described and the improvements thereon, and

WHEREAS, Declarant desires to submit the following land, together with the improvements thereon to the provisions of Chapter 5311 of the Ohio Revised Code, for Condominium Ownership;

NOW, THEREFORE, Declarant hereby submits the following described property to the provisions of Chapter 5311 of the Ohio Revised Code and states:

#### ARTICLE 1. LEGAL DESCRIPTION AND DEFINITIONS.

A. LEGAL DESCRIPTION. The legal description of the premises is contained on "Exhibit C" affixed hereto and incorporated herein.

B. DEFINITIONS. The terms defined in this Section B (except as herein otherwise expressly provided) for all purposes of this Declaration and of any amendment hereto shall have the respective meanings specified in this section.

- (1) "Assessment" means the share of common expenses and other charges including, but not limited to, the costs, repairs and replacements made by the Association which were the responsibility of the Unit Owner, any charges made by the Association for special services to the Unit Owner or his Ownership Interest and for special or extraordinary uses or consumptions attributable to such Unit Owner or his Ownership Interest, damages 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 of this Declaration or the By-Laws, or with any of the Rules, the costs of any action to obtain injunctive relief against such noncompliance, any other charges or assessments permitted by this Declaration or the By-Laws against the Unit Owner or his Ownership Interest, interest upon each assessment and charged at the highest legal rate, but not more than ten percent per annum from the date the assessment or charge first comes due to the date paid in full, and the reasonable costs of collecting any unpaid assessments and charges, including court costs and reasonable attorneys' fees.

- (2) "Association" means the Muirwood Village Condominium Unit Owners' Association, Inc., a non-profit corporation to be formed under Chapter 1702 of the Ohio Revised Code, being the entity responsible for the operation of the Condominium Property and consisting of all of the Unit Owners from time to time.
- (3) "Board" means those persons who, as a group, serve as the Board of Managers of the Association.
- (4) "By-Laws" means the By-Laws of the Association, affixed hereto as "Exhibit B" and incorporated herein, as may be amended from time to time.
- (5) "Buildings" means that part of the Condominium Property constituting the buildings, structures and improvements described generally in Article 4 hereof.
- (6) "Common Areas and Facilities" means all of the Condominium Property except the Units, and includes the tangible personal property for common use, enjoyment, maintenance or safety of the Unit Owners. No premises for the lodging of janitors or persons in charge of the property are included in the Common Areas and Facilities.
- (7) "Common Expenses" means those expenses designated as Common Expenses in Chapter 5311, in this Declaration, or in the By-Laws, including, but not limited to:
  - a. All sums lawfully assessed by the Association against the Unit Owners
  - b. Expenses and obligations of the Association for the use, administration, maintenance, repair and replacement of the Common Areas and Facilities;
  - c. Costs to the Association of utility services furnished to the Common Areas and Facilities, the Units, or the Unit Owners.
- (8) "Common Surplus" means the amount by which Common Assessments collected during any period exceed Common Expenses.
- (9) "Condominium Property" means the tract of land described in "Exhibit C", improvements and structures thereon, all easements, rights and appurtenances belonging to the Land, and all articles of

personal property existing for the common use of the Unit Owners, and consists of the Units and the Common Areas and Facilities.

- (10) "Declaration" means this instrument and all of the Exhibits and attachments hereto as originally executed, or, as duly amended.
- (11) "Drawings" means the drawings prepared and certified in accordance with Section 5311.07 Revised Code relating to the Condominium Property, which Drawings are marked and identified as "Exhibit A," and are incorporated herein by reference.
- (12) "Limited Common Areas and Facilities" means those parts of the Common Areas and Facilities reserved for the use of a certain Unit or Units to the exclusion of the other Units.
- (13) "Mortgagees" 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.
- (14) "Occupant" means the person or persons in possession of a Unit, regardless of whether that person is a Unit Owner.
- (15) "Ownership Interest" means fee simple title interest in a Unit and the undivided percentage interest in the Common Areas and Facilities appertaining thereto. A ninety-nine year leasehold estate, renewable forever, shall be deemed a fee simple interest.
- (16) "Person" means a human being, a corporation, partnership, and any other legal entity to which the law attributes the capacity of having rights and duties.
- (17) "Rules" means such rules and regulations governing the operation and use of the Condominium Property as may be lawfully adopted by the Association or the Board from time to time.
- (18) "Unit" means a part of the Condominium Property specified as a Unit herein and so shown on the Drawings as "Exhibit A" and so listed on "Exhibit D" incorporated herein by reference.
- (19) "Unit Owner" means a person who owns a Unit and an undivided percentage interest in the Common Areas and Facilities, excluding, however, (i) persons having such interest merely as security for the performance of an obligation, and (ii) persons having a leasehold estate other than a ninety-nine year leasehold, renewable forever. A "Unit Owner" may also sometimes be referred to herein as a "Family Unit Owner" or "Owner."

## ARTICLE 2. NAME.

The Condominium Property shall be known as Muirwood Village Condominium.

## ARTICLE 3. THE PURPOSE OF AND RESTRICTIONS ON USE OF CONDOMINIUM PROPERTY.

A. **PURPOSE.** Except as provided in paragraph (9) of Section B of this Article 3, the Condominium Property shall be used exclusively for single family residence purposes and common recreational purposes ancillary thereto.

### B. RESTRICTIONS.

- (1) There shall be no obstruction of the Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities without the prior consent of the Association except as herein expressly provided.
- (2) **Hazardous Uses and Waste.** Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance of the Buildings or contents thereof, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Areas and Facilities which will result in the cancellation or restriction of insurance on the Buildings or contents thereof, or which would be in violation of any law. No waste will be committed on any part of the Condominium Property.
- (3) **Exterior Surfaces and Buildings.** Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or outside walls of any Building, and no awning, canopy, shutter, radio or television antenna, or air conditioning unit shall be affixed to or placed upon the exterior walls or roof without the prior written consent of the Board.
- (4) **Animals and Pets.** One dog, weighing not more than 40 pounds when full grown, or cat, weighing not more than 40 pounds, may be kept in each Unit. Within 14 days after the date of the purchase agreement for the Unit, initial purchasers of a Unit who plan to keep a dog or cat shall present a veterinarian's certificate of the weight of the pet to be kept. The Condominium Association may, from time to time, adopt rules and regulations pursuant to Article A of the By-laws governing the keeping of pets on the Condominium Property. Pets may not be tied outside the Units or allowed to roam on the Condominium Property. Dogs must be walked on a leash and all droppings must be removed by the Unit Owner. Any pet causing a nuisance or unreasonable disturbance



shall be permanently removed from the Condominium Property upon seven (7) days' written notice from the Board of Trustees.

- (5) Nuisances. No noxious or offensive activity shall be carried on in any part of the Condominium Property, nor shall anything be done thereon which may be or become an annoyance, or hazard, to the other Unit Owners or Occupants.
- (6) Impairment of Structural Integrity of Buildings. Nothing shall be done in any Unit or in, on, or to, the Common Areas and Facilities, which will impair the structural integrity of any Building or any improvements which would structurally change the Buildings, except as herein otherwise provided.
- (7) Laundry or Rubbish in Common Areas and Facilities. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common or Limited Common Areas and Facilities, except in such areas as may be specifically designated by the Association for such purpose. The Common and Limited Common Areas and Facilities including patios shall be kept free of rubbish, debris and other unsightly materials.
- (8) Lounging or Storage in Common Areas and Facilities. There shall be no playing, lounging, parking or storage of baby carriages, bicycles, wagons, toys, vehicles, abandoned automobiles, campers, boats, automobile tires, benches, chairs, or any other tangible personal property on any part of the Common and Limited Common Areas and Facilities except in accordance with rules and regulations adopted by the Association.
- (9) Common Parking Areas. The Common Areas include designated parking areas as shown on the Drawings ("Exhibit A"). Unit owners, their tenants and guests may park automobiles in said areas as available. No trucks, campers, boats or recreational vehicles or other vehicles other than automobiles may be parked in the Common Areas. The Association reserves the right to issue regulations from time to time governing parking in the Common Areas. Such regulations may, among other things, limit the type and size of vehicles other than automobiles that may be parked in the area designated for such vehicles and may limit the total number of vehicles that any resident or household may park on the Condominium Property.
- (10) Parking of Service and Other Vehicles. No vehicle bearing the name of any business may be parked on the Condominium Property except in a garage except temporarily in the course of

making a delivery or providing service for Unit Owners or residents. No Unit Owner or resident may park on the Condominium Property any vehicle that cannot fit in said Unit Owner's or resident's garage.

- (11) **Prohibited Activities.** No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, whether or not for profit, shall be conducted, maintained or permitted on any part of the Condominium Property if, in the ordinary conduct of any such industry, business trade, occupation or profession, customers, employees, clients, suppliers or any other persons come, or are invited to come upon any part of the Condominium Property. No signs or advertising displays for any industry, business, trade, occupation or profession shall be placed on any part of the Condominium Property.
- (12) **Prohibited Advertising.** No "For Sale" or "For Rent" signs, or other window displays or advertising shall be maintained or permitted on any part of the Condominium Property, except in accordance with rules and regulations adopted by the Association; provided, however, that for five years following the date on which this Declaration is filed for record with the Lorain County Recorder, or until Declarant has sold or rented all the Units, whichever occurs first, Declarant reserves the right to use one or more unsold Units for business or promotional purposes, including clerical activities, sales offices, model units and the like, in connection with the original sale or rental of said Units. For said period, Declarant further reserves the right to place "For Sale" or "For Rent" signs on any unsold Units or in other areas of the Condominium Property. The right is hereby given the Association or any mortgagee as owner of unsold or unoccupied Units to place "For Sale" or "For Rent" signs on such Units or in other areas of the Condominium Property, provided that any such signs shall be, in kind and location, consonant with the character of the Condominium Property.
- (13) **Removal of Designated User.** Whenever any Unit is owned by a corporation, partnership, trust, or other entity (except Declarant), such Unit Owner through his officers or agents, i.e. president or chief executive officer, partner, or trustee, shall designate in writing one family which will be entitled to use of the Unit. Only the designated family, its servants and guests may use the Unit. Should such Unit Owner wish to designate another family to use the Unit instead, the Board shall be advised in writing of the occupancy of the Unit by the new family. Any family designated to use the Unit, as aforesaid, shall execute a written covenant by the adult members of the family, in favor of the Association,

agreeing to comply with the terms and provisions of this Declaration, the By-Laws, and any rules and regulations promulgated from time to time by the Association. Such written covenant shall contain an acknowledgement that the use of the Unit by the family shall continue only so long as the aforementioned Unit Owner shall be a member of the Association. Upon demand by the Association in writing, the Unit Owner shall promptly remove any party using the Unit whom the Association has found to have failed to comply with the provisions of the Declaration and By-Laws, or Rules and Regulations of the Association. Should such Unit Owner fail to remove the party using the Unit, the Association, as agent of such Unit Owner, may take such action as it deems appropriate to accomplish the removal of such user. The Unit Owner shall reimburse the Association, upon demand, for costs and such attorney's fees as the Association may incur in the removal.

- (14) **Application of Restrictions.** Each of the foregoing restrictions shall apply to all Unit Owners and to any natural or artificial person who from time to time occupies 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 or any of his employees, agents, guest, licensees or invitees, or any other person.
- (15) **Rental of Units.** The respective Units shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as (i) rental for any period less than thirty (30) days, or (ii) any rental if the occupants of the Units are provided such customary hotel services as room service for food and beverage, maid service, furnishing of laundry and linen and bellboy service. Apart from the foregoing limitation, the Unit Owners shall have the absolute right to lease the same provided that said lease is made subject to the covenants and restrictions of the Declaration including such reasonable rules and regulations the Association may adopt from time to time.

#### ARTICLE 4. GENERAL DESCRIPTION OF THE CONDOMINIUM PROPERTY.

The Condominium Property is located on 10.15 acres in North Ridgeville, Ohio bounded by Ohio Route 83 (Avon-Belden Road) on the west, Mills Road on the north and Jaycox Road on the east. The Condominium Development includes two dedicated streets, Westminster and Greenwich Avenues. The condominiums are living units in buildings housing four, six, or eight units. Each condominium contains a living room, dining area, kitchen and one, two or three bedrooms. Some units constructed after 1991 have a loft. One bedroom units have one bathroom. All others have two bathrooms. Every unit has a one or two car garage. Some

garages are attached, some semi-attached, meaning that they are adjacent to the living unit, but not accessible from inside the unit, and some are detached. Some two car garages include a storage area. A patio adjoins every living unit. Every unit will be equipped with a range, refrigerator, dishwasher, and disposal. Units constructed after 1991 will have a clothes washer, a clothes dryer and microwave oven. Each unit has its own heating unit, water heater and air conditioning unit.

The drawings accompanying this Declaration as "Exhibit A" illustrate the street plan, the location of existing units, units under construction and planned units, as well as the floor plans of typical units.

One car detached garages numbered 1, 8, 9, 16 and 17 on the condominium drawings will be part of the Common Area of the condominium to be used for such purposes as the Association may from time to time determine. For Condominium Units with one car detached garage, the specific garage that will permanently belong to each such Condominium Unit will be agreed upon by the Developer and the original Unit purchaser and will be specified in the purchase agreement and deed. The numbers of the garage space as shown on the drawings do not necessarily correspond to the Condominium Unit number. The numbers of all attached and semi-attached garages will correspond to the Condominium Unit number.

The Muirwood Village Condominium consists of 78 condominium units, 46 of which had been constructed when the developer purchased the property; those units have been offered for rental as apartments and are being converted to condominiums. These include 12 one-bedroom units, each with a one-car detached garage; two two-bedroom units, each with a one-car, semi-attached garage; two two-bedroom units, each with a one-car attached garage; 14 two-bedroom units, each with a two-car attached garage; and 16 two-bedroom units, each with a two-car attached garage with storage area. The above units constitute a conversion condominium, as defined in Section 5311.01(X) Ohio Revised Code.

In addition, the developer has constructed 32 new units in six new buildings on Greenwich Avenue. The new units include four one-bedroom units with lofts, each with a one-car detached garage; four two-bedroom units, each with a one-car semi-attached garage; four two-bedroom units, each with a one-car attached garage; four two bedroom units, each with a two-car attached garage; 12 two-bedroom units, each with a two-car attached garage with storage area and four three-bedroom units, each with a two-car attached garage.

An outdoor heated swimming pool and a clubhouse, known as Muirwood Center, have also been constructed. All buildings and improvements hereinbefore described constitute Phase One of the Muirwood Village Condominium.

The developer intends to build 104 additional units in the same architectural style in subsequent phases of the development and reserves the right to build as many as 124 units on land adjacent to the condominium property, which land the developer has an option to acquire or is negotiating to purchase. Therefore, Muirwood Village is an "expandable condominium property" as defined in Section 5311.01(R) Ohio Revised Code. This Declaration will be amended to include the planned units, as provided in Article 21.

Phase Two of the Muirwood Village Condominium will consist of 20 condominium units in two six-unit buildings and one eight-unit building. All units in the six-unit buildings will have two bedrooms and two bathrooms; four have two-car attached garages, four have one-car semi-attached garages and four have one-car attached garages. The eight-unit building will contain four one-bedroom units, each with a detached garage and four three-bedroom units, each with a two-car attached garage. All one-bedroom units have one bathroom and all three bedroom units have two bathrooms.

The Buildings to be constructed are on concrete foundations and are slab on grade construction with perimeter rigid insulation. The exterior walls are 2 x 4 stud with insulating sheathing, batt insulation, vapor barrier, and drywall finish. The exterior finishes are brick, aluminum trim, and clay colored vinyl siding at gable ends. The main roofs are hip style with gable accents and dormers with fiberglass shingles. The exterior doors are painted a coordinating color. Windows are vinyl with thermal glass. The patio fences that partially enclose the patios are stained clay. The front door and door to the garage are insulated metal. A concrete patio adjoins each unit.

Each Unit has a living room, dining room, and kitchen. The two and three bedroom Units have a hallway creating privacy between living spaces, bedrooms, and baths. The one bedroom features an open loft overlooking the living spaces.

Interior walls are painted drywall; base trim and doors are prefinished. Ceilings are white and stippled. Cabinets in the kitchen are raised panel, constructed of solid oak frames, oak veneer over core doors with plastic laminate countertops. Vanity tops are made from synthetic marble and are one piece with bowl. All shelving uses vinyl coated wire systems. Water heaters are 80-gallon capacity. The heating and cooling system uses baseboard electric heating and central air. The electricity features 100 amp service and a central panel breaker box in each Unit. Standard residential lighting, outlets, and switches are provided. Appliances include refrigerator, self-cleaning range, microwave oven, dishwasher, disposal, and washer and dryer.

Existing Buildings are substantially similar except that building exteriors are a combination of vinyl siding and brick in lieu of all brick. Cabinets in the kitchen are plastic laminate faced with plastic laminate countertops. The one bedroom Unit does not include a loft and the bedroom has a standard closet. There are no three bedroom Units. The master bath has a 36" shower in lieu of the 48". Minor dimension changes are reflected on the Condominium Drawings. Water heaters are 50-gallon capacity.

"Exhibit D" attached hereto contains information about the Units. Each Unit has a separate address, which serves as the Condominium Unit Number.

"Exhibit D" also indicates the approximate square footage and whether the residential Units are one, two or three bedroom.

Each Unit has a direct exit to the outside of the building leading to a public street.

## ARTICLE 5. DESCRIPTION OF UNITS.

### A. The Condominium Property consists of 78 living Units.

The Units designated for residential purposes shall consist of all of the space bounded by the undecorated interior surfaces of the perimeter walls, floors and ceilings of said Unit projected, if necessary, by reason of structural or nonstructural divisions such as interior walls, and other partitions to constitute a complete enclosure of space, provided that, wherever such undecorated surfaces consist of plaster or plasterboard or the concrete floor, all of such plaster or plasterboard or concrete floor contiguous to such surface shall be included within the Unit. The exact layout and dimensions of such Units are shown on "Exhibit A" incorporated herein and include without limitation:

- (1) The decorated surfaces, including paint, carpet, wallpaper, tile and any other finishing material applied to floors, ceilings and interior and perimeter walls;
- (2) All windows and doors, including the frames, sashes and jams, and the space occupied thereby, and all nonstructural interior walls;
- (3) All fixtures located within the bounds of a Unit, installed in and for the exclusive use of said Unit commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving more than one Unit;
- (4) All control knobs, switches, thermostats and base plugs, floor plugs and connections affixed to or projecting from the walls, floors and ceiling which service either the Unit or the fixtures located therein, together with the space occupied thereby;
- (5) All plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts or conduits which exclusively serve either the Unit or the fixtures located therein, and which are located within the bounds of the Unit, especially including the heating unit, water heater and air conditioners for each Unit.

### B. Excepted from the description contained in A immediately above shall be all of the following items located within the bounds of the Unit as described above.

- (1) Any part of the structure contained in all interior walls, and the undecorated perimeter walls, floors and ceilings;
- (2) All vent covers, grills, plate covers and other coverings of space which are not part of the Unit, as defined above;

- (3) All plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts and conduits which serve any other Unit.

ARTICLE 6. DESCRIPTION OF COMMON AND LIMITED COMMON AREAS AND FACILITIES.


A. COMMON AREAS AND FACILITIES.

- (1) Definition of Common Areas and Facilities. The Common Areas and Facilities shall consist of all parts of the Condominium Property except the Units, including, but not limited to, the following, whether or not located within the bounds of a Unit;

- a. the foundations, columns, girders, beams, supports, supporting walls, and roofs of the Buildings;
- b. the land on which the Buildings are located, yards, driveways, gardens, exterior parking not designated as Units, roads and walks;
- c. installations of utility services such as power, light, telephone, and sewerage, serving more than one Unit or a common area; and all pipes, ducts, wires, conduits, fan coil units, receptacles, switches, grills, thermostats and control devices which are a part of, connected to, or used in conjunction with any of the foregoing;
- d. all personal property relating to the maintenance, repair and operation of the Buildings;
- e. the swimming pool, Muirwood Center and all heating units, air conditioning units, pumps, compressors, motors, fans and all other apparatus and installations serving them.
- f. all other parts of the Condominium Property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as Common Areas and Facilities in the Drawings.

- (2) Ownership of Common Areas and Facilities. The Common Areas and Facilities shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No action for partition of any part of the Common Areas and Facilities shall be maintainable, except as specifically provided in Chapter

5311 Revised Code nor may any Unit Owner waive or release any rights in the Common Areas and Facilities; provided, however, that if any Unit is owned by two or more persons, including, but not limited to partners, tenants in common, tenants by the survivorship or joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of such Unit ownership between or among such persons.

(3)  Use of Common Areas and Facilities. Except with respect to Limited Common Areas and Facilities, each Unit Owner may use the Common Areas and Facilities in accordance with the purposes for which they are intended, subject to the Rules. This right shall be appurtenant to and run with legal title to his Unit.

(4) Interest in Common Areas and Facilities. The percentage of interest of each of the first Units in the Common Areas and Facilities has been determined by Declarant in the proportion that the floor area of each unit bears to the total floor area (including loft and garage) of the original 78 Units and is contained on "Exhibit D" attached hereto and made a part hereof. When this Declaration is amended to add units, as provided in Article 4, the percentage interest of each of the original units will be adjusted in accordance with the percentage that its floor area bears to the total floor area (including loft and garage) of all of the units as listed in this Declaration as amended. "Exhibit E" contains an estimate of the final percentage interest to be allocated to each Unit. The estimate is based on the assumption that all of the units to be added will be two-bedroom units with two-car garages. The actual final percentage interest may differ slightly from the estimate, reflecting variations in the above factors. Legal provisions regarding the units to be constructed are set forth in Article 21.

(5) No Diversion of Common Areas and Facilities. Declarant, their successors, assigns and grantees, including Unit Owners, covenant and agree that the undivided percentage of interest in the Common Areas and Facilities and the fee titles to the respective Units shall not be separated or separately conveyed, encumbered, inherited or devised and each said undivided interest shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument, conveyance or encumbrance may refer only to the fee title to such Unit.

B. LIMITED COMMON AREAS AND FACILITIES. The following are hereby deemed Limited Common Areas and Facilities: (i) all screens and storm windows serving a single Unit; (ii) patios adjacent to each Unit.



✓ Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy such of the Limited Common Areas and Facilities as are reserved exclusively for the use of his Unit.

#### ARTICLE 7. UNIT OWNERS' ASSOCIATION.

Declarant shall cause to be formed an Ohio Corporation not for profit to be called Muirwood Village Condominium Unit Owners' Association, Inc. which shall administer the Condominium Property. Each Unit Owner upon acquiring 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 Unit ownership, at which time the new owner of such Unit shall automatically become a member of the Association.

The Unit Owners' Association shall be established not later than the date the deed is filed for record following the sale of the first Unit.

The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the By-Laws of the Association which are attached hereto as "Exhibit B". Each owner, tenant, or occupant of a Unit shall comply with the provisions of the general law, this Declaration, the By-Laws and resolutions of the Association.

#### ARTICLE 8. STATUTORY AGENT.

The President of the Association or such other person designated by the Board shall serve as the Statutory Agent to receive service of process for the Association. Until such designation is made, John J. Duffy, Attorney at Law, having a place of business at 23823 Lorain Road, Suite 210, North Olmsted, Ohio 44070, shall be designated as such Statutory Agent. 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 therefor.

#### ARTICLE 9. AMENDMENT OF DECLARATION AND BY-LAWS.

Except as provided in Article 21 regarding expansion of the Condominium Property, this Declaration, the Drawings and the By-Laws attached hereto as "Exhibit B" may be amended only by the affirmative written vote given at a meeting held for that purpose or filed with the Association representing Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power of the Association. Upon the adoption of any amendment, the President of the Association shall file with the Recorder of Lorain County an instrument executed with the same formalities as herein, containing the amendment being made, the volume and page of the original being amended, the manner of the adoption and the statement that a copy of the proposed amendment was sent by certified mail to all mortgagees of Units as contained in the records of the Association. Effective with the recording of said instrument, this Declaration shall be amended accordingly. No amendment shall have any effect upon a bona fide first mortgagee of a Unit until the written consent of such mortgagee to such amendment has been secured. Such consents shall be retained by the Secretary of the Association and his certification in the instrument of amendment as to the names of the consenting and nonconsenting mortgagees of the various Units shall be sufficient for reliance by the general public. No

provision in this Declaration may be changed, modified or rescinded, so as to cause the Declaration to conflict with Chapter 5311, Ohio Revised Code, or any successor statute, nor may any amendment be made to the percentage interest set forth in attached "Exhibit D" without the prior unanimous approval of all Unit Owners and their respective mortgagees.

#### ARTICLE 10. DRAWINGS.

Attached hereto and marked "Exhibit A", and made a part hereof is a set of drawings of the Condominium Property as prepared and certified by John Hancock & Associates, Engineers/Surveyors and Mark R. Denny, Architect.

#### ARTICLE 11. MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS.

- A. **THE ASSOCIATION.** The Association shall manage the Common Areas and Facilities and shall maintain and keep the same (but not the Limited Common Areas and Facilities) in good working order, condition and repair, in a clean, neat, safe and sanitary condition, and in conformity with all applicable laws, ordinances and regulations and shall make all necessary repairs, replacements, alterations and other improvements in a good and workmanlike manner. The Association shall also be responsible for repairing all damage to a Unit caused by the Association, including damage caused by performance by the Association of its obligations hereunder. The Association may delegate all or any portion of its authority for maintenance and repair to a manager or managing agent, as may be evidenced by one or more management contracts, each of which shall provide for termination for cause and shall provide for the payment of reasonable compensation to said managing agent as a Common Expense; provided, however, that no such management contract shall exceed a one (1) year term. The Declarant, on behalf of the Association, may enter into a management agreement for not more than one (1) year beyond the time the control of the Association is assumed by the Unit Owners.

- B. UNIT OWNER.** The responsibility of each Unit Owner shall be as follows:

- (1) To maintain, repair and replace at his expense all portions of his Unit, and all internal installations of such Unit such as appliances, plumbing, electrical and heating and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries, other than such utility facilities serving other Units, and to assume the same responsibility with respect to the Limited Common Areas and Facilities belonging to his Unit.
- (2) Not to make any alterations in the portions of the Unit or the Buildings which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which might jeopardize or impair the safety or soundness of the

Buildings without first obtaining the written consent of the Board, nor shall any Unit Owner impair any easement without first obtaining the written consent of the Association and of any person for whose benefit such easement exists.

- (3) Not to enclose, paint or otherwise decorate or change the appearance of any portion of the Buildings not within the walls of the Unit, without prior written consent of the Board.
- (4) To report promptly to the Association or its agent any defect or need for repairs which are the responsibility of the Association.
- (5) To perform his responsibilities in such a manner as not to unreasonably disturb other occupants.
- (6) To maintain, repair and replace at his expense all portions of the Condominium Property damaged or destroyed by his own act or neglect, the act or neglect of any Occupant of his Unit, or the act or neglect of any invitee, licensee or guest of such Owner or Occupant, to the extent such damage or destruction is not covered by insurance maintained by the Association. Notwithstanding the foregoing obligation of the Unit Owner, the Association (or other Unit Owner in respect to his own Unit) may, but shall not be obligated to, repair and replace the property damaged or destroyed by reason of the act or neglect of a Unit Owner, an Occupant, or the invitee, licensee or guest of same, and recover from such Unit Owner the cost of any such repair or replacement. Should the repair or replacement be made by the Association, the cost and expense thereof shall 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 non-payment of his share of assessments for Common Expenses. The right herein of the Association to assert and collect upon a lien shall not be exclusive, but shall be in addition to all other rights and remedies available to the Association, in law and in equity for recovery of the cost and expense so incurred.
- (7) To pay all costs for utility services, (including but not limited to water, electricity, sewage, rubbish and trash disposal) furnished to his Unit or to the Limited Common Areas and Facilities designated for his use, unless any or all of such services are provided as part of the Common Expenses, in which case, the Unit Owner shall pay for the same as part of his share of the Common Expenses.
- (8) Not to decorate, landscape or adorn any Common or Limited Common Areas and Facilities without the prior written consent of

the Association, in any manner contrary to such rules and regulations as may be established by the Association.

- (9) Not to do any work which would jeopardize the soundness or safety of the Condominium Property, reduce its value or impair any easement or hereditament, without in every such case first obtaining the unanimous consent of all the other Unit Owners.
- (10) Not to use the Common Areas and Facilities in such manner as to interfere with, restrict or impede the use thereof by others entitled to their use or in any manner not in accordance with this Declaration, the By-Laws or the Rules.
- (11) Not to execute any deed, mortgage, lease or other instrument affecting title to his Ownership Interest without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Areas and Facilities, it being the intention hereof to prevent any severance of such combined ownership. In furtherance, and not in limitation, of the foregoing restriction, any deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed to include the interest so omitted even though not expressly mentioned or described therein.

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

Notwithstanding that the Association and/or any Unit Owner may be entitled to the benefit of any guarantee of material and workmanship for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of construction guarantees or insurance coverage shall not excuse any delay by the Association or any Unit Owner in performing its or his obligations hereunder.

## ARTICLE 12. EASEMENTS.

A. **ENCROACHMENTS.** In the event that, by reason of the construction, repair, restoration, settlement or shifting of the Buildings or by reason of the partial or total destruction and rebuilding of the Buildings, any part of the Common or Limited Common Areas and Facilities encroaches or shall hereafter encroach

upon any part of a Unit, or any part of a Unit encroaches or shall hereafter encroach upon any part of the Common or Limited Common Areas and Facilities, or, if by reason of the design or construction of utility systems, any main pipes, ducts, or conduits serving either any other Unit or more than one Unit encroaches or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such Unit or the Common Areas and Facilities, provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Common or Limited Common Areas and Facilities if such encroachment occurred due to the willful negligent conduct of such Owner.

- B. **MAINTENANCE EASEMENTS.** Each Unit Owner shall be subject to easements in favor of the Association in and over the Units and Limited Common Areas for access arising from necessity of maintenance or operation of the Buildings. Each Unit Owner shall have the permanent right and easement to and through the Common Areas and Facilities and walls to the use of heat, water, sewer, power, television antenna (subject to the limitations contained herein), and other utilities now or hereafter existing within the walls, and further shall have an easement to hang pictures, mirrors and the like upon the walls of his Unit.
- C. **EASEMENTS FOR CERTAIN PURPOSES.** The Association may hereafter grant easements on behalf of Unit Owners for the benefit of the Condominium Property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, ducts, public utility lines, electrical conduits and wires and television cables and antenna wires over, along, within or through any portion of the Common Areas and Facilities, or interior or perimeter walls, ceilings and floors, provided, however, that no such easement shall be granted within the boundaries of any Unit or any Limited Common Areas and Facilities except within or through interior or perimeter walls, ceilings or floors, and further provided that it is a condition to the use and enjoyment of any such easement, and the grantee of such easement does by the acceptance and use thereof covenant and agree, that the grantee of such easement shall restore the Condominium Property and all portions thereof to the condition in which it existed prior to the grantee's use of such easement. Each Unit Owner hereby grants and the transfer of title to a Unit Owner shall be deemed to grant to the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing.
- D. **EASEMENTS TO 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 shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof.

- E. **REFERENCE TO EASEMENTS IN DEEDS.** Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation shall not defeat or fail to reserve said rights or easements but same shall be deemed conveyed or encumbered along with the Unit.
- F. **DAMAGE RESULTING FROM EXERCISE OF EASEMENTS.** All damage caused to the Condominium Property or the property of any Unit Owner as a result of any act or work performed pursuant to the authority granted or reserved in this Article 12 or as a result of the use of any easement granted or reserved herein shall be repaired, replaced or corrected promptly by the person performing the act or work by the grantee or holder of the easement being exercised, at the expense of such person, so that any such Condominium Property or other property so damaged will be restored (or replaced) to the condition in which it existed immediately prior to such damage.

#### ARTICLE 13. ASSESSMENTS AND LIEN OF ASSOCIATION.

- A. **GENERAL.** Assessments for the Common Expenses shall be made in the manner provided herein and in the By-Laws. The proportionate shares of the Owners of the respective Units in the Common Profits and the Common Expenses of the Condominium Property is the same as their respective proportionate interests in the Common Areas and Facilities, as set forth in Article 6A(4) above. Every Unit Owner shall pay his proportionate share of Common Expenses and other assessments in such manner and at such times as are provided herein and in the By-Laws.
- B. **NON-USE OF FACILITIES.** No owner of a Unit may exempt himself from liability for assessments by waiver of the use or enjoyment of any of the Common Areas and Facilities or by the abandonment of his Unit.
- C. **FAILURE TO PAY ASSESSMENTS WHEN DUE.** In the event any Unit Owner fails to pay any assessment made by the Board within ten (10) days after the same shall have become due and payable, the Board may, in its discretion and in addition to any other right or remedy conferred by law or contained herein or in the By-Laws, discontinue any or all services to the Unit owned by such Unit Owner which may be included as part of the Common Expenses. Any assessment not paid within ten (10) days after the same shall have become due and payable shall bear interest until the same shall have been paid at the rate of eight percent (8%) per annum from and after the date the same became due. Each Unit Owner shall also be liable for all costs incurred by the Association in connection with the collection of delinquent assessments from such Owner, including attorney fees.
- D. **LIEN OF ASSOCIATION.** The Association shall have a lien upon each Unit Owner's Ownership Interest for the payment of the portion of any assessments or Common Expenses chargeable against such Unit which remain unpaid for ten (10) days after the same have become due and payable, together with the other

amounts provided for in Section C above, from the time a certificate therefor, subscribed by the President of the Association, is filed with the Recorder of Lorain County, Ohio, pursuant to authorization given by the Board. Upon filing such a lien, notification thereof shall be by regular mail to the Unit Owner and his mortgagee as shown on the books of the Association. Such certificate shall contain a description of the Unit, the name or names of the record Owner or Owners thereof and the amount of such unpaid portion of the Common Expenses, assessments, and other amounts due. Such lien shall also secure all amounts which may become due after the filing of the lien. Such lien shall remain valid for five (5) 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 and any occupant thereof shall be personally liable for such expenses chargeable for the period of his ownership or occupancy.

- E. **PRIORITY OF ASSOCIATION'S LIEN.** The lien provided for in Section D. of this Article 13 shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments, and may be foreclosed in the same manner as a mortgage on real property in an action by or on behalf of the Association. In any such foreclosure action, the owner or owners of the Unit affected shall be required to pay a reasonable rental for such Unit during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association, or its agent or nominee, shall be entitled to purchase the Unit at the foreclosure sale.
- F. **DISPUTE AS TO COMMON EXPENSES.** Any Unit Owner who believes that a portion of common expenses chargeable to his Unit, for which a certificate of lien has been filed by the Association, has been improperly charged against him or his Unit may bring an action in the Court of Common Pleas for Lorain County, Ohio, for the discharge of such lien.
- G. **NON-LIABILITY OF FORECLOSURE SALE PURCHASER FOR PAST DUE COMMON EXPENSES.** Where a first mortgagee or other purchaser acquires title to a Unit as a result of foreclosure of the first mortgage, or if a first mortgagee should accept a deed in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of the Common Expenses or other assessments by the Association chargeable to such Unit which became due before such acquisition of title 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, shall, however, be paid over to the Association, to the extent of the unpaid assessments due the Association. The Unit Owner of a Unit prior to the judicial sale thereof shall be and remain after the date of the judicial sale personally and primarily liable for the Assessments against the judicially sold Unit up to the date of the judicial sale; but such unpaid

share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Units, including that of such acquirer, its successors and assigns.

- H. **LIABILITY FOR ASSESSMENTS UPON VOLUNTARY CONVEYANCE.** In a conveyance of a Unit, other than a conveyance described in Section G above, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor and his Unit for his share of Common Expenses to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Board, within ten (10) days after receipt by the Board of his request, setting forth the amount of all unpaid assessments or other charges; and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made 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" shall include a decedent and "grantee" shall include a devisee or heir, donee, or any other successor or assign of a grantor.

#### ARTICLE 14. INSURANCE.

- A. **AUTHORITY TO PURCHASE.** All insurance policies upon the Condominium Property (except as hereinafter provided) shall be purchased by the Association for the benefit of the Unit Owners (without naming them) and their respective mortgagees as their interest may appear. All of said policies shall, to the extent available, provide:
- (1) For the issuance of certificates of insurance with mortgagee endorsements to the holders of first mortgages on the Units, if any;
  - (2) That the insurer waives its right of subrogation against Unit Owners, Occupants, the Association, any managing agent, and their respective families, agents, tenants, guests and all persons lawfully in possession of a Unit;
  - (3) That improvements to Units made by Unit Owners shall not affect the valuation for the purposes of such insurance of the Buildings and all other improvements upon the Land and that any "other insurance" clause in such policies exclude individual Unit Owners' policies from consideration;
  - (4) That coverage under such policies will not be terminated, cancelled or substantially modified without ten (10) days prior written notice to all insureds; and



- (5) That the insurer waives all defenses based upon co-insurance or contribution.

The Association agrees for the benefit of the Unit Owners and each Unit mortgagee that it shall pay the premium for the casualty insurance hereinafter required to be carried by the Association at least ten (10) days prior to the expiration date of such policy and such cost shall be assessed as a Common Expense.

- B. **UNIT OWNER'S INSURANCE.** Each Unit Owner may, at his own expense, obtain insurance coverage of his personal property and his personal liability and may obtain casualty insurance at his own expense upon any improvements to his Unit made by him in which he would have an insurable interest in excess of his interest in the casualty insurance policy purchased by the Association. Each insurance policy, however, shall provide that it shall be without contribution as against the casualty insurance purchased by the Association or shall be written by the carrier of such insurance for the Association and shall contain the same waiver of subrogation as that referred to in Section A above.
- C. **COVERAGE.** The Common Areas and Facilities, including Buildings and all of the insurable improvements upon the Condominium Property and all personal property as may be owned by the Association, shall be insured in an amount not less than 80% of the full replacement cost thereof, exclusive of excavation and foundations. Such coverage shall grant protection against the following:
- (1) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement including coverage for the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof, with a deductible clause of \$1,000.00 or such other amount as the Board shall deem best;
  - (2) Such other risks, including but not limited to vandalism, wind storm, water damage and malicious mischief, as may from time to time be customarily covered with respect to Buildings similar in construction, location and use. Any such policy shall provide that notwithstanding any provision which gives the carrier an election to restore damage in lieu of making a cash settlement, such option shall not be exercised in case of the termination of the Condominium as provided for in this Declaration or pursuant to the provisions of Chapter 5311 of the Ohio Revised Code.

The Association shall further insure itself, any managing agent, the Unit Owners and their respective families, agents, tenants, guests and employees and all persons lawfully in possession or control of any part of the Condominium Property, against liability for personal injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from

or relating to the Common Areas and Facilities, including without limitation, water damage, legal liability and hired automobile to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00). Such insurance shall not insure against liability for personal injury or property damage arising out of or relating to the individual Units. All liability insurance shall contain cross-liability endorsements to cover liabilities to a Unit Owner of the Unit Owners as a group.

The Association shall also maintain, to the extent obtainable, fidelity insurance covering all employees who handle Association funds; public liability insurance covering each member of the Board, the managing agent, the manager and each Unit Owner, in such limits as the Board may deem proper, and such other insurance policies as the Association deems desirable. The Board shall review such limits once a year.

The Association shall maintain such insurance under the National Flood Insurance Program as may be required by law.

According to the engineering firm of John Hancock & Associates, Buildings 4, 5, 6, 7, 8, 9 and 13 and Garages B and C, as shown on the Condominium Drawings, are within a zone that would require flood insurance under Federal law. The requirement for flood insurance depends upon the elevation of each building and its surrounding area relative to French Creek. It is not expected that any other existing or planned buildings will require flood insurance. However, changes in Federal law, regulations or flood insurance rate maps, as well as topographical changes could increase or decrease the number of buildings subject to flood insurance. The cost of flood insurance premiums for all insurance policies purchased by the Association pursuant to this Declaration shall be paid by the Association and charged as Common Expenses.

- D. **INSURANCE TRUSTEE - DISTRIBUTION OF PROCEEDS.** All casualty insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their respective mortgagees as their respective interests may appear and shall provide that all proceeds in excess of One Hundred Thousand Dollars (\$100,000.00) payable as a result of casualty losses shall be paid to any bank, subject to the approval of any mortgagees having an interest therein, which approval should not be unreasonably withheld, selected as Trustee by the Association, located in Lorain County, Ohio, and with a net worth in excess of \$50,000,000.00. Such Insurance Trustee shall not be liable for payment of premiums, nor for the renewal of the policies, for the sufficiency of coverage, for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The Insurance Trustee has no obligation to inspect the property or determine whether a loss has been sustained or to file any claim against any insurer or any other person. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for distribution in accordance with the terms and conditions hereinafter set forth and for the benefit of the Association, the Unit Owners and their respective mortgagees. The policy shall further provide that any proceeds up to One

Hundred Thousand Dollars (\$100,000.00) payable as a result of a casualty loss shall be payable to the respective mortgagees as their interests may appear and to the president of the Condominium Association, as Trustee, for the benefit of the Unit Owners.

E. **SUFFICIENT INSURANCE.** In the event the improvements forming a part of the Condominium Property, or any portion thereof, shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage shall be sufficient to pay the cost of repair, restoration or reconstruction, then such repair, restoration or reconstruction, shall be undertaken by the Association, only if any first mortgagee of a Unit shall have given its written consent, which consents shall be retained by the Secretary of the Association, and any other mortgagees having an interest therein shall have given their approval, which approval shall not be unreasonably withheld, and the insurance proceeds shall be applied by the Association or the Insurance Trustee in payment therefor; provided, however, that in the event, within sixty (60) days after such damage or destruction, the Unit Owners, if they are entitled to do so pursuant to Article 15, shall elect to sell the Condominium Property, or to withdraw the same from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken.

F. **INSUFFICIENT INSURANCE.** Should the improvements (other than the portion of the Units which each Unit Owner has the responsibility of insuring) forming a part of the Condominium Property, suffer damage or destruction from any cause or peril not insured against, or in the event the insurance proceeds (plus any deductible amount) shall not be sufficient to pay the cost of repair, restoration or reconstruction (based on estimates obtained by the Association), then, unless the Unit Owners shall within sixty (60) days after such damage or destruction, if entitled to do so pursuant to Article 15, elect to withdraw the property from the provisions of this Declaration, such uninsured cost or repair, restoration or reconstruction of the Units and of Limited Common Areas and Facilities shall be undertaken by the Association, only if any first mortgagee of a Unit shall have given its written consent, which consents shall be retained by the Secretary of the Association, and any other mortgagees of such Units shall have given their approval, which approval shall not be unreasonably withheld, each Owner of the Units so damaged or destroyed shall pay that proportion of the cost of repair, restoration or reconstruction reasonably attributable to each such Unit and/or Limited Common Areas the uninsured cost of repair, restoration or reconstruction of all or any part of the remainder of the Common Areas and Facilities shall be undertaken by the Association at the expense of the Owners of Units in the same proportions in which they own the Common Areas and Facilities. The full uninsured cost of repair and reconstruction is to be paid on behalf of the Unit Owners by the Association, without a vote of the members. One or more such assessments may be made, as necessary. Should any Unit Owner refuse or fail after reasonable notice to pay his share of such cost in excess of available insurance proceeds, the amount thereof may be advanced by the Association and assessed to such Owner with the same force and effect, and

if not paid, enforceable in the same manner as hereinbefore provided for the nonpayment of assessments.

The term "uninsured damage or destruction" shall mean loss occurring by reason of a hazard not covered by the insurance policies of the Association. The term "underinsured damage or destruction" shall mean that loss occurring by reason of a hazard covered by the insurance policies of the Association, but for which the proceeds are insufficient to cover the cost of repair, restoration or reconstruction.

G. **DISBURSEMENT OF INSURANCE PROCEEDS AND ASSESSMENTS.**

The proceeds of insurance collected on account of a casualty, and any sums deposited with the Insurance Trustee by the Association from collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

- (1) The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the Unit Owner may direct, or if there is a mortgagee endorsement, then to such payees as the Unit Owner and the first mortgagee jointly direct; provided, however, that nothing contained herein shall be construed to limit or modify the responsibility of the Unit Owner to make such reconstruction or repair;
- (2) The portion of insurance proceeds representing damage for which the Association has the responsibility of reconstruction and repair shall be disbursed as follows:
  - a. If the estimated cost of reconstruction and repair is less than One Hundred Thousand Dollars (\$100,000.00) then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such proceeds shall be disbursed only if any first mortgagee of a Unit shall have given its written consent, which consents shall be retained by the Secretary of the Association, and any other mortgagees of such Units shall have given their approval, which approval shall not be unreasonably withheld; or

- (3) If the damage or destruction is to be repaired, all expenses of the Insurance Trustee shall be first paid, and the remaining proceeds shall be disbursed in payment for repairs and reconstruction as hereinbefore provided. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in any construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the Unit Owners and their mortgagees who are the beneficial owners of the funds.
- (4) The Insurance Trustee may rely upon a certificate of the Association certifying whether the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

H. **ADJUSTMENT OF LOSS.** Immediately after any damage or destruction by fire or other casualty to all or any part of the Condominium Property covered by insurance maintained by the Association, the Board, or its duly authorized agent, shall commence the filing and adjustment of all claims for repairing or restoring the Condominium Property to substantially the same condition as prior to the fire or other casualty. Such costs shall include the total cost of reconstruction and equipment, including, but not limited to, demolition and removal of damaged property or improvements, architectural and engineering and other professional fees and direct construction costs for labor and materials. Upon acquisition of his Unit, each Unit Owner shall be deemed to have delegated to the Board or its agent his right to adjust with the insurer any and all claims under the casualty insurance policies referred to above only if any first mortgagee of a Unit shall have given its written consent to such adjustment, which consents shall be retained by the Secretary of the Association.

I. **WAIVER OF SUBROGATION.** Each Unit Owner and Occupant and the Association agree, provided such agreement does not invalidate or prejudice any policy of insurance of the Owner thereof, that, in the event the Condominium Property (including the Units therein), or any part thereof or any fixtures or personal property located therein are damaged or destroyed by fire or other casualty that is covered by insurance of any Unit Owner, Occupant or the Association, or the lessees or sublessees of any of them, the rights or claims, if any, of any such party against any other such party, or with respect to such damage or destruction and with respect to any loss resulting therefrom are hereby waived to the extent of the coverage of said insurance.

#### ARTICLE 15. NON-RESTORATION OF DAMAGE OR DESTRUCTION.

In the event of substantial damage or destruction of forty percent (40%) or more of the residential Units at that time completed, the Unit Owners by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power of the Association at a meeting held not more than sixty (60) days after the occurrence of a casualty or damage or destruction, may elect not to repair or restore the Condominium Property. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Unit Owner. In the event of any such sale 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, and any other indemnity arising because of such damage or destruction, shall be considered one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Areas and Facilities. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged. Upon receipt by the Unit Owner of his share, his interest in the Condominium Property shall terminate, and the Unit Owner shall execute and deliver any and all such documents as may be reasonably requested by the Association to evidence such termination.

#### ARTICLE 16. REHABILITATION AND RENEWAL OF OBSOLETE PROPERTY.

The Association may, by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power, determine that the Condominium Property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost shall be a Common Expense. In consideration of the conveyance to the Association of his Unit, subject to such liens and encumbrances hereinafter referred to, any Unit Owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the President of the Association within five (5) days after receiving notice of such vote, to receive the fair market value of his Unit, plus such owner's pro rata share of any undistributed Common Profits accrued to the date of such vote, less the sum of the following: (i) The amount of any liens and encumbrances thereon as of the date such vote is taken; (ii) The amount of any liens and encumbrances arising out of actions of said Unit Owner during the period from the date of such vote to the date of conveyance; and (iii) The amount of any Common Expenses accruing with respect to said Unit prior to the date of such vote, whether or not assessed.

In the event of such election, all such liens and encumbrances shall be paid by the Association at the time of the conveyance. The conveyance and payment of the consideration shall be a Common Expense to the Unit Owners who have not so elected and shall be made within ten (10) days thereafter. Should such Owner and a majority of the Board disagree on the fair market value of such Unit, such determination shall be made by the majority vote of three appraisers, one of which shall be appointed by such Unit Owner, one of which shall be appointed by the Board, and the third of which shall be appointed by the first two appraisers, and the conveyance and payment shall occur within ten (10) days after such determination.

## ARTICLE 17. REMEDIES FOR VIOLATIONS.

- A. **ABATEMENT AND ENJOINMENT.** The violation of any restriction, conditions or regulation adopted by the Board or the breach of any covenant or provision contained in this Declaration or in the By-Laws of the Association attached hereto as "Exhibit B," shall give the Association, in addition to the rights hereinafter set forth in this Article, the right:
- (1) To enter upon the land or any Unit or Limited Common Areas and Facilities upon which, or as to which, such violation or breach exists and to summarily abate and remove at the expense of the Unit Owner any structure, thing or condition that may exist thereon contrary to the intent and meaning of this Declaration and the By-Laws of the Association, and the Board, or its agents, shall not be thereby deemed guilty of any trespass; or
  - (2) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.
- B. **INVOLUNTARY SALE.** If any Owner or any Occupant of his Unit shall violate any of the covenants, restrictions or provisions of the general law, this Declaration or of the By-Laws of the Association attached hereto as "Exhibit B," or the Rules, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur repeatedly during any 30-day period after written notice or request from the Board to cure such violation, then the Board shall have the power, upon ten (10) days prior written notice, to terminate the rights of the said defaulting Owner or Occupant to continue as an Owner or Occupant and to continue to occupy, use or control his Unit. The Board shall also notify the first mortgagee of the defaulting Owner as shown in its records. At any time within ninety (90) days after such notice, an action may be filed by the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or Occupant, subject to the prior consent in writing of any mortgagee having an interest in the Unit Ownership of the defaulting Owner. In the alternative, the action may pray for a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him and ordering that his right, title and interest in the Unit be sold at a judicial sale upon such notice and terms as the Court shall establish, and restraining the defaulting Owner from directly or indirectly reacquiring his interest at such judicial sale. The proceeds from any such judicial sale will be distributed first to pay the costs of said sale, mortgages and 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 shall be taxes against the defaulting Owner in said decree. Any balance of proceeds after satisfaction of such charges and any unpaid assessments or liens hereunder shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to such instrument of conveyance as may be provided by order of the Court, and to immediate possession of the Unit sold and may apply to the Court

for a writ for the purpose of acquiring such possession. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration.

- C. **CURE BY ASSOCIATION.** If any Unit Owner should fail to perform any act required by this Declaration, the By-Laws or the Rules, the Association may, but shall not be obligated to, undertake such performance or cure such violation, and shall recover from said Unit Owner the entire cost, including reasonable attorneys' fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment upon such Unit Owner and shall be 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.
- D. **CURE BY MORTGAGEE.** If any Unit Owner shall violate or fail to perform any act under or required by covenants, restrictions or provisions of this Declaration, the By-Laws or the Rules, after notice thereof from the Association and opportunity to perform or cure the violation as provided thereunder, any mortgagee may, but shall not be obligated to, undertake such performance or cure such violation, and such mortgagee shall have thirty (30) days, or such reasonable additional time as may be necessary under the circumstances to perform or cure such violation, after written notice from the Association of the failure or refusal of the Unit Owner, to perform or cure such violation, and the Association shall refrain from taking action against the Unit Owner during the period of cure by such mortgagee.

#### ARTICLE 18. EMINENT DOMAIN.

In the event of taking of all or any portion of the Condominium Property by eminent domain procedures or conveyance under threat thereof, each Unit Owner hereby designates and appoints the Association and its duly authorized agents as his exclusive agent to negotiate and settle any and all matters, proceedings and litigation relating thereto. If the award for any such taking is less than Twenty-Five Thousand Dollars (\$25,000.00), it shall be paid to the Association, and, if in excess of Twenty-Five Thousand Dollars (\$25,000.00), it shall be paid to the Insurance Trustee, and shall be applied by the Board or the Insurance Trustee, as the case may be, for the repair and restoration of the Condominium Property in the same manner as if such funds were insurance proceeds under Article 14 above and subject to the right of the Unit Owners entitled to exercise seventy-five percent (75%) or more of the voting power of the Association to elect not to repair or restore the Condominium Property as provided in Article 15 above.



## ARTICLE 19. MISCELLANEOUS PROVISIONS.

- A. Each Grantee of a Unit, by the acceptance of a deed, lease or other instrument 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 hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such Owner in like manner as though the provisions of this Declaration were recited and stipulated in every deed of conveyance.
- B. Upon the removal of the Condominium Property from the provisions of Chapter 5311, all easements, covenants and other rights, benefits, privileges, impositions and obligations declared herein to run with the Land or any Unit shall terminate and be of no further force or effect.
- C. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- D. The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.
- E. If any of the privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory provision, (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of George Bush and/or Daniel Quayle.
- F. For such time as said Declarant, its successors and assigns, owns one or more of the Units established and described herein, said Declaration, their successors and assigns shall be subject to the provisions of this Declaration and the Exhibits attached hereto; and said Declarant covenants to take no action which would adversely affect the rights of the Association or any Unit Owner with respect to assurances against latent defects in the property or other rights assigned to the Association by reason of the establishment of the Condominium.
- G. Neither Declarant nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority granted or delegated to it by or pursuant to this Declaration or the By-Laws attached hereto or in Declarant's (or their representative's) capacity as owner, manager or seller of the Condominium Property or any part thereof, whether or not such claim (i) shall be asserted by

a Unit Owner, occupant, the Association, or by any person or entity claiming through any of them; or (ii) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (iii) shall arise ex contractu or (except in the case of intentional torts 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 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 (heat, air conditioning, electricity, gas, water, sewage, etc.). None of the foregoing provisions of this Section G shall, however, relieve or release Declarant from any obligations undertaken by it for the benefit of purchasers of Units to make and pay for repairs, renewals, alterations, replacements and improvements of the Condominium Property.

- H. Wherever the masculine singular form of the pronoun is used in this Declaration, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so required.
- I. The captions used in this Declaration are inserted solely for convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text hereof.
- J. Declarant reserves unto itself the right to make corrections or changes in this Declaration, or any of the Exhibits attached thereto that arise due to typographical mistakes or scrivener errors. Said changes may be made by Declarant despite the fact it does not own 75% of the interest of the voting power of the Association but shall only be done if said changes do not materially affect the ownership interest of anyone else. Said changes shall otherwise be in accordance with Article 9 of this Declaration.
- K. The Association books, records, financial statements, Declaration, By-Laws and Rules shall be available to any mortgagees and their authorized agents upon request during normal business hours at the office of the Association, and copies thereof may be made at such mortgagee's cost.

## ARTICLE 20. STATUTORY PROVISIONS.

The following provisions are included herein pursuant to the requirements of Section 5311.25 of the Ohio Revised Code.

- A. Declarant states that any deposit or down payment made in connection with the sale of any Unit will be held in trust or escrow until delivered at settlement or returned to or otherwise credited to the purchaser, or forfeited to the Declarant and that if a deposit or down payment of Two Thousand Dollars (\$2,000.00) or more is held for more than ninety days, interest at the rate of at least five percent

(5%) per annum for any period exceeding ninety days shall be credited to the purchaser at settlement or upon return or other credit made to the purchaser, or added to any forfeiture to the Developer.

Deposits and down payments held in trust pursuant to this section shall not be subject to attachment by creditors of the Declarant or a purchaser.

- B. Except in its capacity as a Unit Owner of unsold Condominium Units, the Declarant will not retain a property interest in any of the Common Areas and Facilities after control of the condominium development is assumed by the Unit Owners except for an easement for future development, pursuant to Section 5311.051, Ohio Revised Code, as set forth in Article 21.
- C. The Owners of the Units will assume control of the Common Areas and Facilities and the Condominium Association as stated in Article II, Section 4 of the By-Laws.
- D. Neither the Association nor the Unit Owners will be subject to any management agreement executed prior to the assumption of control of the Association, as stated in Article II, Section 4 of the By-Laws, for more than one year subsequent to that assumption of control, unless such a contract or agreement is renewed by a vote of the Unit Owners pursuant to the By-Laws.
- E. The Declarant warrants for a two-year period the full cost of labor and materials for any repair or replacement of roof and structural components, and mechanical, electrical, plumbing and common service elements serving the Condominium Property as a whole, occasioned or necessitated by a defect in material or workmanship.

The Declarant further warrants for a one-year period the full cost of labor and materials for any repair or replacement of structural, mechanical and other elements pertaining to each Unit, occasioned or necessitated by a defect in material or workmanship.

The two-year warranty referred to herein, shall commence on the date the deed is filed for record following the sale of the first condominium ownership interest to a purchaser in good faith for value.

All warranties for units constructed pursuant to Article 22 will commence on the date of the sale of the first condominium ownership interest pursuant to the amended Declaration.

The Developer understands the two year warranty not to apply to conditions caused by normal wear and tear or aging.

The one-year warranty, referred to herein, shall commence on the date the deed is filed for record following the first sale of a condominium ownership interest to a purchaser in good faith for value.

In the case of ranges, microwave ovens, refrigerators, dishwashers, washing machines, clothes dryers, water heaters and other similar appliances installed and furnished as part of the Unit, the Declarant has assigned to the owner of said appliances the express and implied warranty of the manufacturer and this assignment satisfies the Declarant's obligation with respect to such appliances. The Declarant's warranty as to appliances is limited to the installation of the appliances.

- F. The Declarant will assume the rights and obligations of a Unit Owner in its capacity as Owner of Units not yet sold, including without limitation, the obligation to pay common expenses attaching to such interests from the date the Declaration is filed for record.
- G. Since the existing forty-six (46) Units of the Condominium Property are a conversion condominium property, all tenants were or are being offered an option exercisable within not less than ninety (90) days after notice, to purchase a Unit in the Condominium, and such tenants were or are being given written notice not less than one hundred twenty (120) days prior to being required to vacate their rented premises to facilitate the conversion, or in the case of a tenant who is over sixty years of age, or who is deaf or blind, or who is unable to walk without assistance, or who has been a tenant for five years or longer, not less than 240 days before requiring such tenant to vacate their rental premises to facilitate the conversion.

#### ARTICLE 21. EXPANDABLE CONDOMINIUM: STATUTORY PROVISIONS.

The following provisions are included herein pursuant to Sections 5311.05, 5311.051 and 5311.25, Ohio Revised Code:

- A. Declarant explicitly reserves the option to expand the Condominium Property, without the consent of any Unit Owners for seven (7) years from the date this Declaration is filed for record in Lorain County, Ohio. Said option is renewable for another seven (7) year period at the option of the Developer, within six (6) months of the expiration of the original seven (7) year period. The option to renew is subject to approval by the majority of Unit Owners other than the Developer at the time that the Developer may seek to renew the option.
- B. A legal description, by metes and bounds, of all additional real property that may be added to the Condominium Property is included in "Exhibit C".
- C. All of the additional property referred to in paragraph B. must be added to the Condominium Property. The Developer reserves the right to add portions of said property at different times by so amending this Declaration pursuant to Section

5311.051, without limitation, as to which portions shall be added at any particular time. Although 104 additional units have been planned for the Condominium Property as expanded, the Developer reserves the right not to build said Units or not to build all of them, if the Developer should deem such future development unfeasible, financially or otherwise. The first expansion is to consist of 20 units as described in Article 4 and is expected to be added to the condominium within one year from the date of recording this Declaration.

- D. Location of the improvements and construction on the property to be added to the Condominium Property shall be substantially in accordance with the drawings set forth in "Exhibit A" for future development. The Buildings and Units to be constructed will be essentially the same as those existing structures, in quality of construction, principal materials used and architectural style.
- E. The land for future development is zoned for one and two family homes. The planned development will require rezoning by the City of North Ridgeville. Should said rezoning not be obtained, the Developer reserves the right to modify the planned development to conform to the then-existing zoning of the land area.
- F. The improvements to be added to the additional property shall consist of a maximum 104 additional Condominium Units, substantially identical to those described in Article 4, as shown in the drawings affixed hereto as "Exhibit A", with improvements, Common Areas and Limited Common Areas of the same kind that appertain to the existing Units. No other Common Areas or Facilities are planned.
- G. Until all of the planned units shall have been constructed and sold, the Developer shall pay the share of Common Area expenses of all completed Units.
- H. The Developer has an option to purchase 5.5 acres of land adjacent to the Condominium Property at the southwest corner of Jaycox and Mills Roads and the southwest corner of Greenwich Avenue and Mills Road. Said property is shown in the Drawings ("Exhibit A") as Proposed Future Development I. The Developer reserves the right to add said land, or part of it, to the Condominium Property, and to construct thereon as many as 44 Condominium Units substantially similar to the existing Units. The interest of said Units in the Common Areas and Facilities of the Condominium shall be based on the floor area of each Unit to the total floor area of all of the Condominium Units. The interests of existing Condominium Units at the time said additional units shall be added will be adjusted accordingly.
- I. The Developer may purchase 9.5 acres of land adjacent to the southern boundary of the Condominium Property. Said property is shown in the Drawings ("Exhibit A") as Proposed Future Development II. The Developer reserves the right to add said land, or part of it, to the Condominium Property, and to construct thereon as many as 80 Condominium Units substantially similar to the existing Units. The interest of said Units in the Common Areas and Facilities of the

Condominium shall be based on the floor area of each Unit to the total floor area of all of the Condominium Units. The interests of existing Condominium Units at the time said additional Units shall be added will be adjusted accordingly.

- J. There are no limitations on the location of any improvements that may be added to the Condominium Property. All new Units will be restricted to residential use. Nonstructural improvements must be made only to the areas set forth in paragraphs (G) and (H). These improvements will consist of streets, driveways, paved parking areas, storm sewers, sanitary sewers and facilities for utility service. The cost of all such improvements not furnished by public utilities or governmental units shall be paid by the Developer.
- K. The Developer retains an easement pursuant to Section 5311.25(B) for ingress and egress to and from the Common Areas and Facilities by the prospective owners in the additional property and for all construction activity with respect to Units to be built. The Developer also reserves the right to maintain a sales office in any unsold Unit on the Condominium Property until all planned units have been sold.

#### ARTICLE 22. PRIOR ENCUMBRANCES OF RECORD.

At the time Declarant obtained title to the premises, there were of record the following encumbrances, which still remain: existing leases, conditions, restrictions and easements of record.

No representation is made herein that the same are the only encumbrances provided that this provision shall not limit or restrict any warranty of title contained in any conveyance of any Unit. The reader is referred to the actual documents which are recorded in the Lorain County Records.

IN WITNESS WHEREOF, the said Muirwood Village, Inc. has caused the execution of this instrument this 11th day of June, 1992.

MUIRWOOD VILLAGE, INC.

John J. Duffy  
Georgianne Kaeze

John Stefanik  
John Stefanik  
President

John J. Duffy  
Georgianne Kaeze

Joseph R. Scaletta  
Joseph R. Scaletta  
Vice President and Secretary

STATE OF OHIO )  
                              : SS  
LORAIN COUNTY )

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named John Stefanik and Joseph R. Scaletta, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Olmsted, Ohio, this 11th day of June, 1992.

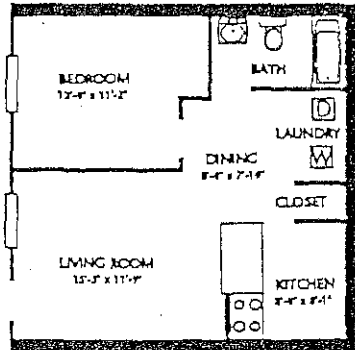
Georgianne Kaeze  
NOTARY PUBLIC  
State of Ohio  
My Commission expires 5-20-95

This Instrument Prepared by:

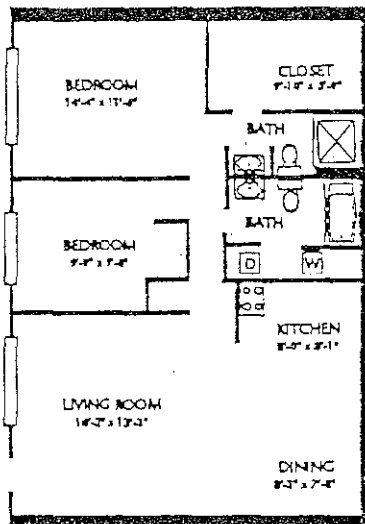
JOHN J. DUFFY, Attorney at Law  
John J. Duffy & Associates  
23823 Lorain Road, Suite 210  
North Olmsted, Ohio 44070  
(216) 779-6636

# Floor Plans Phase 1

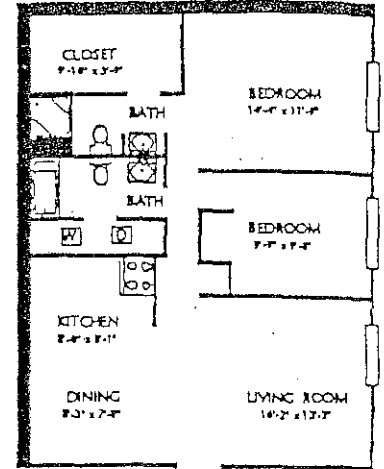
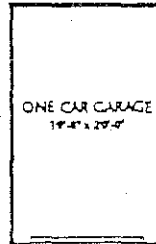
## Exhibit "A"



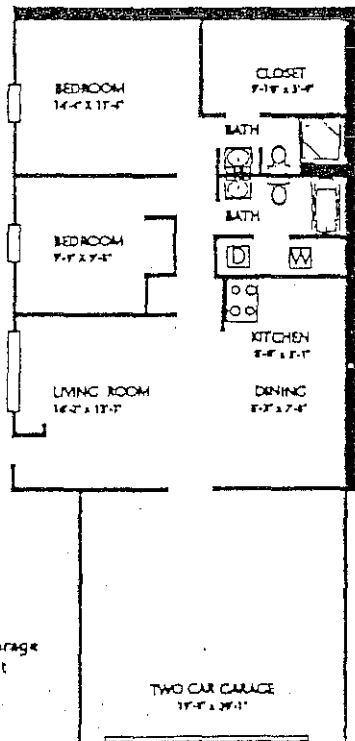
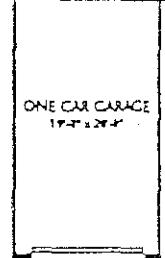
One Bedroom  
One Car Detached Garage  
762 Square Feet



Two Bedroom  
One Car Semi-Attached Garage  
1,063 Square Feet

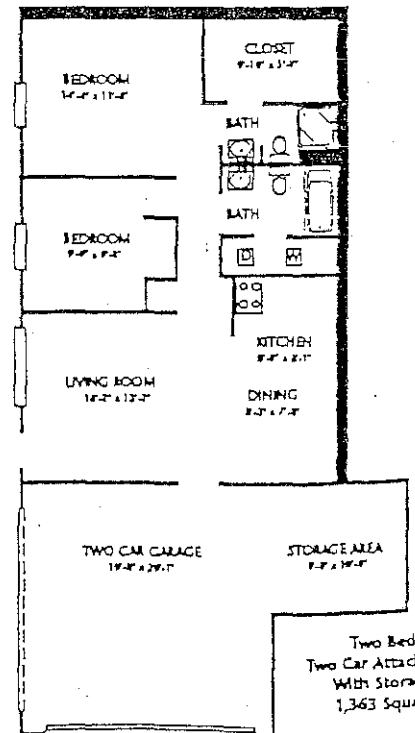


Two Bedroom  
One Car Attached Garage  
1,063 Square Feet



Two Bedroom  
Two Car Attached Garage  
1,266 Square Feet

TWO CAR GARAGE  
19'-0" x 20'-0"



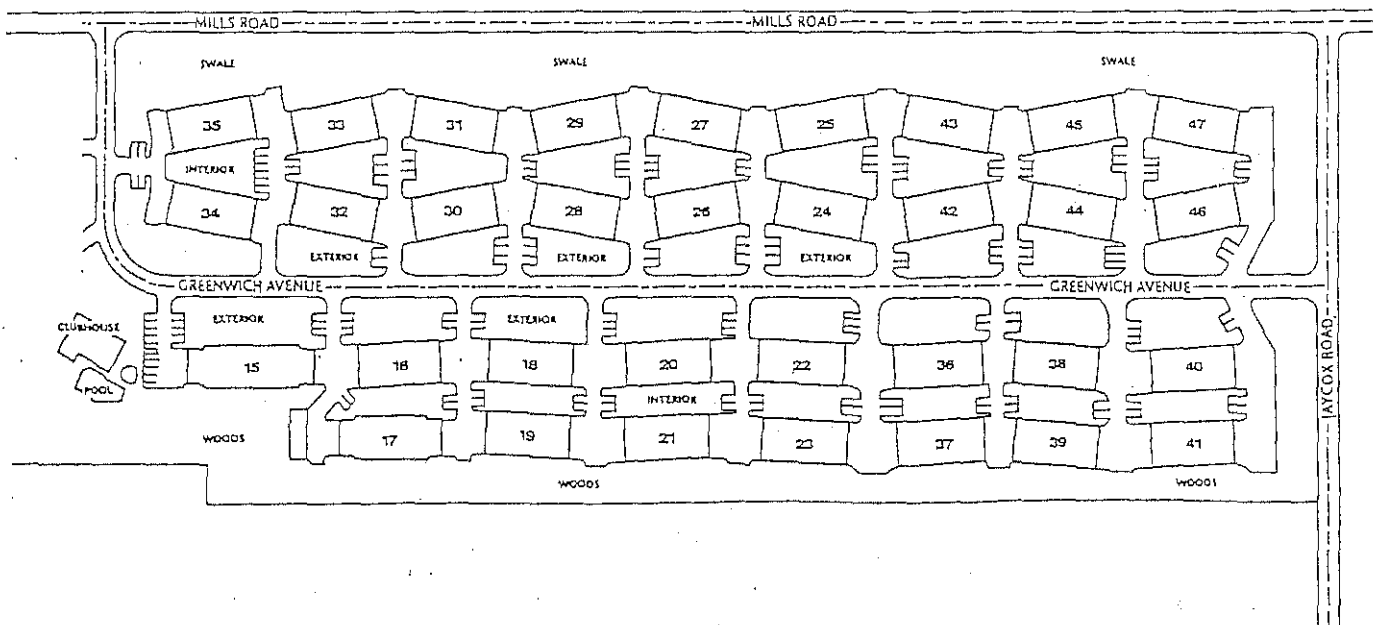
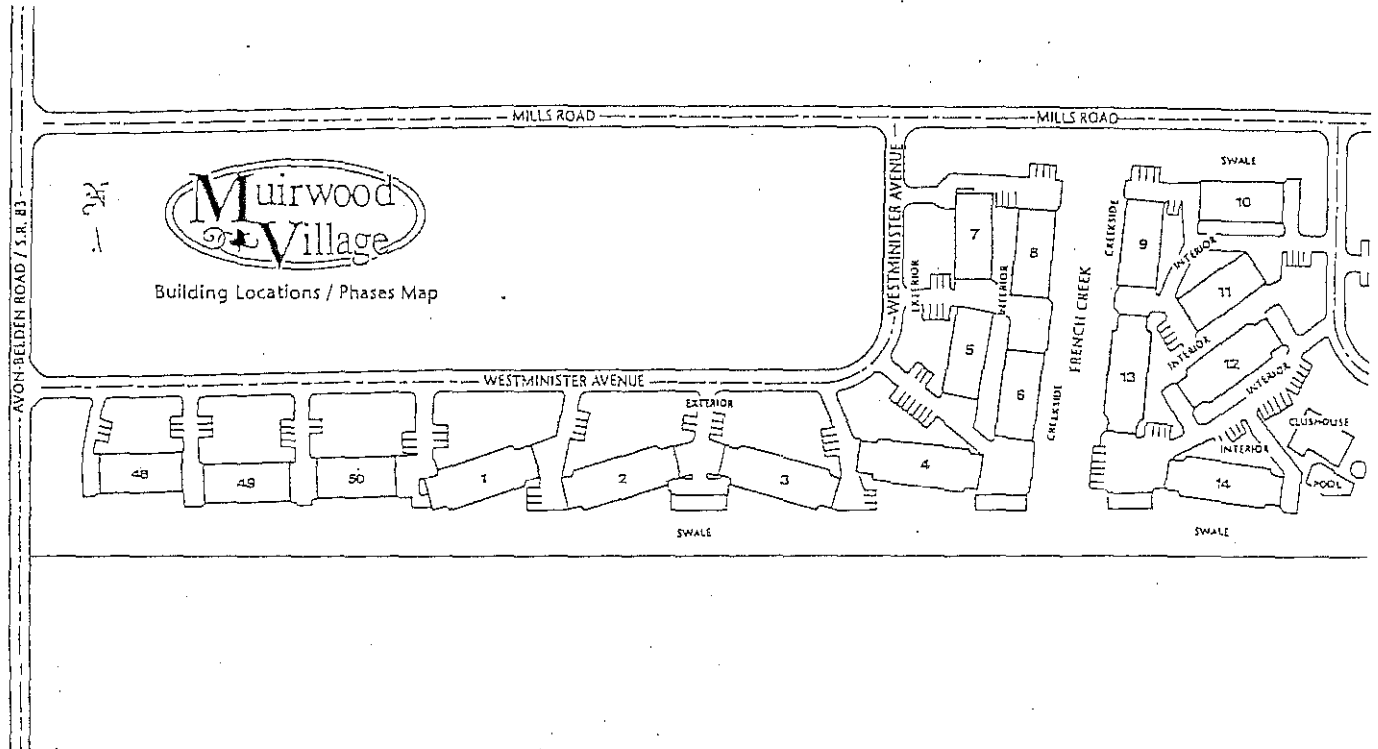
Two Bedroom  
Two Car Attached  
With Storage  
1,363 Square Feet

TWO CAR GARAGE  
19'-0" x 20'-0"

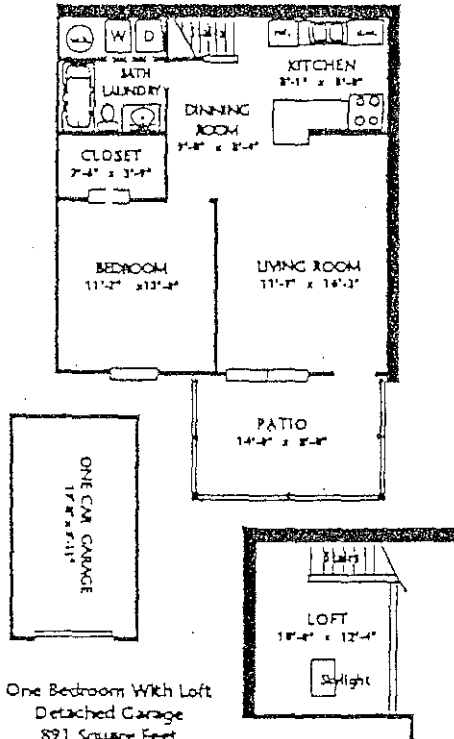
STORAGE AREA  
8'-0" x 10'-0"



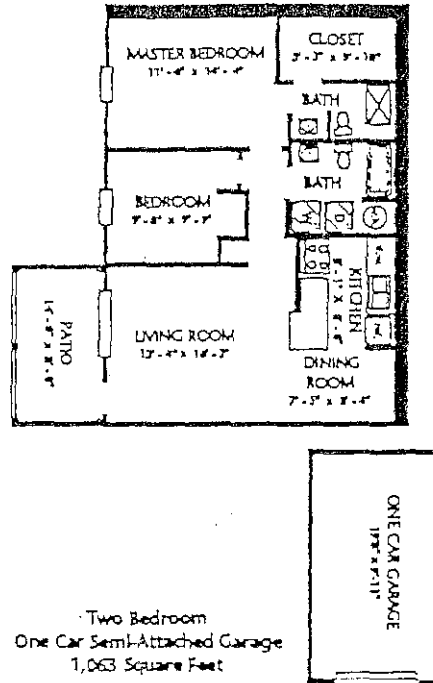
# Building Locations Exhibit "A"



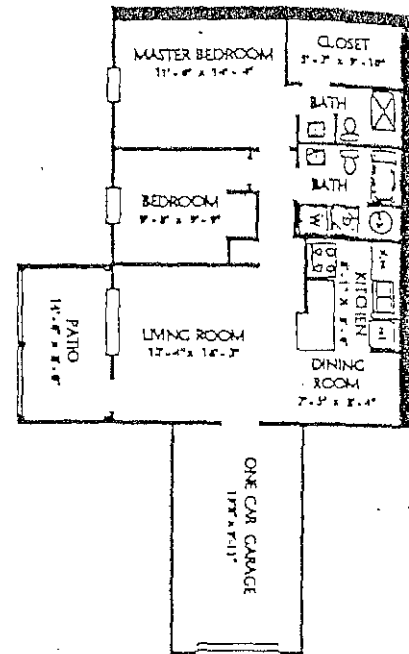
# Floor Plans Phase II Exhibit "A"



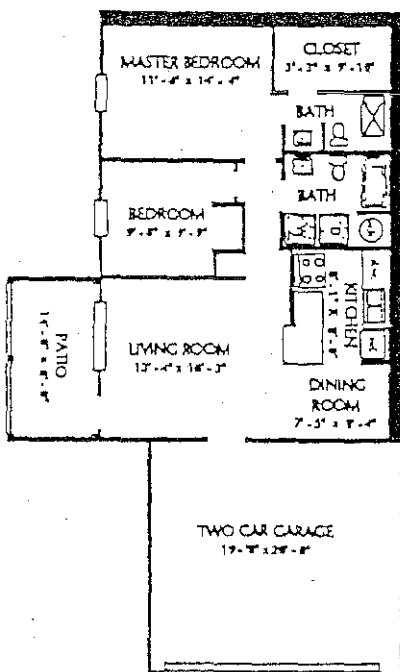
One Bedroom With Loft  
Detached Garage  
891 Square Feet



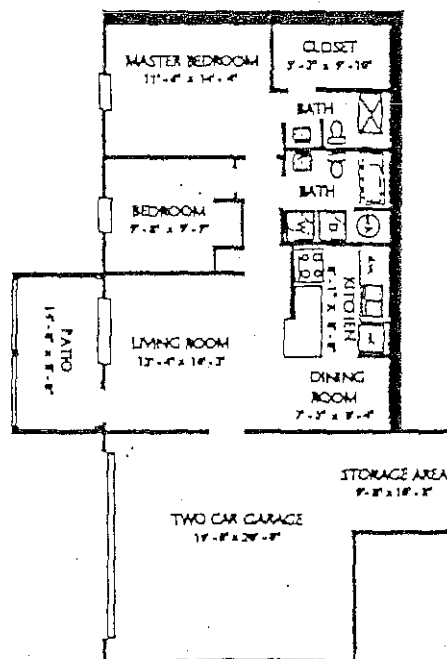
Two Bedroom  
One Car Semi-Attached Garage  
1,063 Square Feet



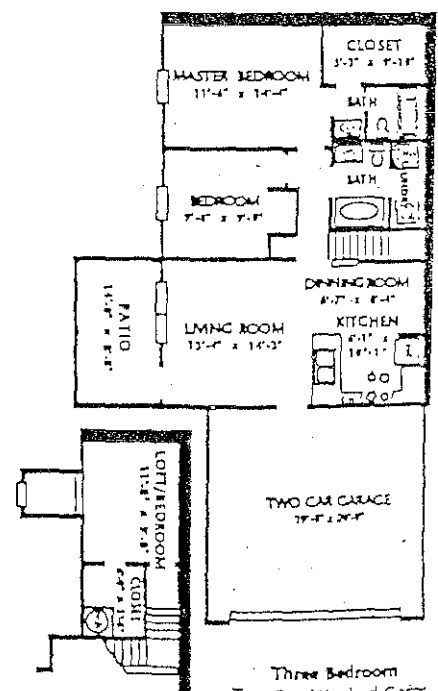
Two Bedroom  
One Car Attached Garage  
1,063 Square Feet



Two Bedroom  
Two Car Attached Garage  
1,266 Square Feet



Two Bedroom  
Two Car Attached Garage  
With Storage  
1,363 Square Feet



Three Bedroom  
Two Car Attached Garage  
1,421 Square Feet