

MEDINA COUNTY RECORDER

NANCY ABBOTT

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MEDINA COUNTY RECORDER  
NANCY L. ABBOTT

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**DECLARATION AND BY-LAWS  
CREATING AND ESTABLISHING A PLAN FOR  
CONDOMINIUM OWNERSHIP  
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO  
FOR  
GRANGER LAKE CONDOMINIUM NO. 5  
SUBMITTED BY BISHOP HOMES OF COPLEY, INC.**

-----  
Sept 20, 2001

This is to Certify that copies of the Declaration, By-laws, and Drawings for Granger Lake Condominium No. 5 have been filed this date with the Recorder of Medina County, Ohio.

**County Recorder**

This instrument prepared by:  
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*Michael E Koveck  
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Medina County Auditor  
Oct. 4. 2001*

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## DECLARATION

This is the Declaration of Granger Lake Condominium No. 5 made on or as of the 20<sup>th</sup> day of Sept., 2001, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

### Recitals

A. Bishop Homes of Copley, Inc. (hereinafter referred to as the "Declarant"), is the owner in fee simple or has rights to all of the real property hereinafter described and the improvements thereon and appurtenances thereto.

B. The Declarant desires to create of this property a site of individually owned units, and commonly owned areas and facilities, and to these ends to submit this property to condominium ownership under the provisions of the Condominium Act.

### Definitions

The terms used in this document shall have these meanings, unless the context requires otherwise:

1. "Additional Property" means the real estate which may in the future, be added to the Condominium.

2. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating Granger Lake Condominium No. 5 Unit Owners' Association, Inc., as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be lawfully amended from time to time. (The State of Ohio's non-profit corporation statutory act).

3. "Association" and "Granger Lake Condominium No. 5 Unit Owners' Association, Inc." mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the association created for the Condominium pursuant to the provisions of the Condominium Act.

4. "Board" and "Board of Trustees" mean those persons who, as a group, serve as the board of trustees of the Association and are also one and the same as the board of managers of the Condominium established for the Condominium pursuant to the provisions of the Condominium Act.

5. "By-laws" mean the by-laws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the provisions of the condominium law for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702.



6. "Common Areas" means all of the Condominium Property, except that portion thereof described in this Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting "common areas and facilities" of the Condominium under the provisions of the Condominium Act.

7. "Condominium" and "Grange Lakes Condominium No. 5" mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the Condominium Act.

8. "Condominium Act" means the statutory law of the State of Ohio regulating the creation and operations of condominiums and is presently Chapter 5311 of the Revised Code of Ohio.

9. "Condominium Instruments" means this Declaration, the By-Laws, the Drawings, and, as provided by the Condominium Act, "all other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium Property."

10. "Condominium Organizational Documents" means the Articles, the By-Laws, the Drawings, and this Declaration, as the same may lawfully be amended from time to time.

11. "Condominium Property" means the tract of land hereinafter describes as being submitted to the Condominium Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.

12. "Declarant" means Bishop Homes of Copley, Inc., its successors and assigns, provided the rights specifically reserved to Declarant under the Condominium Organizational Documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

13. "Declaration" means this instrument by which the Condominium Property is submitted to the Condominium Act, as this instrument may be lawfully amended from time to time.

14. "Drawings" means the Drawings for the Condominium, as defined in the Condominium Act, filed simultaneously with the submission of the Declaration for recording, as the same may be lawfully amended from time to time.

15. "Eligible Holder of a First Mortgage Lien" means the holder of a valid recorded first mortgage on a Unit, which holder has given written notice to the Association stating the holder's name, address and Unit or Units subject to its mortgage.

16. "Limited Common Areas" means those Common Areas serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that unit or Units either in the Declaration, or by the Board, and is that portion of the Condominium Property constituting "limited common areas and facilities" of the Condominium under the provisions of the Condominium Act.

17. "Occupant" means a person lawfully residing in a Unit, regardless of whether that person is a Unit owner.

18. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

19. "Trustee" and "Trustees" mean that person or those persons serving, at the time pertinent, as a trustee or trustees of the Association, and mean that same person or those persons serving in the capacity of a member of the board of managers of the Association, as defined in the Condominium Act.

20. "Unit" and "Units" mean that portion or portions of the Condominium Property described as a unit or units in this Declaration, and is that portion of the Condominium constituting a "unit" or "units" of the Condominium under the provisions of the Condominium Act.

21. "Unit Owner" and "Unit Owners" mean that person or those persons owning a fee-simple interest in a Unit or Units, each of whom is also a "member" of the Association, as defined in Ohio's non-profit corporation statutory act.

### **The Plan**

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for condominium ownership of this property under and pursuant to the Condominium Act:

### **ARTICLE I**

#### **THE LAND**

A legal description of the land constituting a part of the Condominium Property, located in Granger Township, Medina County, Ohio, is attached hereto as Exhibit A and incorporated herein by this reference.

### **ARTICLE II**

#### **NAME**

The name by which the Condominium shall be known is "Grange Lake Condominium No. 5."

## ARTICLE III

### PURPOSES; RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish separate individual parcels from the Condominium Property, to which fee-simple interest may be conveyed; to establish a Unit Owners' association to administer the Condominium; to provide for the preservation of the values of Units and the Common Areas; to provide for and promote the benefit, enjoyment and well being of Unit Owners and occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

Section 2. Restrictions. The Condominium Property shall be subject to the following restrictions:

(a) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Areas. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) there are not more than two four-legged pets per Unit, (ii) no animals shall be permitted in any portion of the Common Areas except on a leash (not longer than six feet in length) maintained by a responsible person; (iii) the permitting of animals on the Common areas shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy fines and enforcement charges against persons who do not clean up after their pets; and (iv) the right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or Occupants.

(b) Arbitration. In the event of any dispute between Unit Owners as to the application of these restrictions or any rule or regulation promulgated by the Board, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within 60 days thereafter, and give written notice to each party thereof no less than three days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within 30 days thereafter. No action at law may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had.

(c) Architectural Control. Except for interior changes to Units which do not structurally change the Unit or change its exterior appearance, no building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or

change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative, as to lawfulness and appropriateness, and as to harmony of external design, color and location in relation to surrounding structures and topography. If the Board, or its designated representative, fails to approve or disapprove such plans and specifications within 60 days after they have been submitted to it, approval will not be required and these provisions will be deemed to have been fully complied with.

(d) Building on Easements. Within the easements for the installation and maintenance of utilities and drainage facilities no structure, planting or other material (except such as exist at the time of this Declaration) shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

(e) Common Areas Uses. The Common Areas (except the Limited Common Areas) shall be used in common by Unit Owners and Occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment provided otherwise herein, no Common Areas shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit Owners and occupants, subject to such rules and regulation as may from time to time be promulgated by the Board.

(f) Conveyances. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Areas shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. The right of a Unit Owner to sell, transfer or otherwise convey that owner's Unit is not subject to any right of first refusal or similar restriction, and any Unit Owner may transfer that owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner agrees to notify the Association, in writing, within five days after an interest in the Unit Owner's Unit has been transferred to another person. In addition, each Unit Owner agrees to provide to a purchaser of that owner's Unit a copy of the Condominium Organizational Documents and all effective rules and regulations.

(g) Discrimination. No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Unit Owner in favor of another.

(h) Limited Common Areas Uses. Except as specifically provided otherwise herein, those portions, of the Common Areas described herein and shown on the Drawings as Limited Common Areas shall be used and possessed exclusively by the Unit subject to the restrictions on use of Common Areas and Limited Common Areas set forth in this Declaration and such rules and regulations as may from time to time be promulgated by the Board.

(i) Nuisances. No noxious or offensive activity shall be carried on in any Unit, or upon the Common Areas, nor shall either be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Occupant.

(j) Renting and Leasing. No Unit or part thereof, unless the same is owned by the Association, shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than one year; (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement shall be in writing, shall provide that the tenant shall be subject in all respects to the provisions hereof, and the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the lessee to comply with the terms of the Condominium Organizational Documents and lawful rules and regulations shall be a default under the lease.

(k) Replacements. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable size, design, and construction to that replaced, and shall contain a like number of Units in the building replaced.

(l) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (a) on the Common Areas, signs regarding and regulating the use of the Common Areas, provided they are approved by the Board; (b) on the interior side of the window of a Unit, one professionally prepared sign advertising the Unit for sale or rent; and (c) on the Common Area and model Units, signs advertising the sale of Units by the Declarant during the initial sales/rental period, which shall continue until all Units have been sold to parties unrelated to the Declarant.

(m) Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common Areas, which may impair the structural integrity of any improvement.

(n) Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence and purposes customarily incidental thereto. Notwithstanding the foregoing: (i) professional and quasi-professional occupants may use a Unit as an auxiliary or secondary facility to an office established elsewhere; (ii) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, or conducting personal business or professional telephone calls or correspondence, in or from a Unit, is engaging in a use expressly declared customarily incidental to principal residential use and is not in violation of these restrictions; (iii) it shall be permissible for the Declarant to maintain, during the period of its sale of Units, one or more Units as sales models and offices and/or for storage and maintenance purposes; and (iv) one or more Units may be maintained for the use of the Association in fulfilling its responsibilities.

(o) Vehicles. The Board may promulgate regulations restricting the parking of automobiles, inoperable vehicles, trucks, boats and recreational vehicles on the Common Areas, and may enforce such regulations or restrictions by levying fines or enforcement charges, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.

(p) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes or curtains) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no sign, awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, satellite dish, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, or in or on a patio or balcony unless authorized by the Board, and subject to such rules and regulations as the Board may adopt from time to time.

#### ARTICLE IV

##### IMPROVEMENT DESCRIPTIONS

There are two residential building comprising the Condominium, containing four units. The principal materials of the building are wood, glass, concrete block, brick, vinyl or aluminum siding, and drywall. The buildings are located as shown on the Drawings.

#### ARTICLE V

##### UNITS

Section 1. Unit Designations. Each of the four Units is designated on the Drawings by a number where that unit is located, and that number is the Unit's designation. Information concerning the Units, with a listing of proper Unit designations and each Unit's interest in the Common Areas, is shown on Exhibit B attached hereto and incorporated herein by this reference.

## Section 2. Composition of Units.

(a) Unit Composition. Each Unit consists of the space in the building designated by that Unit's designation on the Drawings that is bounded by the uncoated interior surfaces of the perimeter walls, the unfinished surface of the basement floor, and the unfinished interior surface of the roof deck, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute a complete enclosure of space, and all improvements within that space, including any skylights. Without limiting the generality of the foregoing, each Unit shall include:

(1) the decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and other finishing material applied to floors, roof decks, and interior and perimeter walls and carpets, and the drywall, paneling and other finishing material attached to the perimeter walls;

(2) all windows, skylights, screens and doors, including storm doors and windows, if any, and including the frames, sashes and jambs and the space occupied thereby, and the hardware therefor;

(3) all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, television antennas and cables, furnaces, hot water heaters, heat pumps, and air-conditioning units, and components thereof, if any, (even if located outside of the bounds of the Unit), serving only that Unit;

(4) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and roof decks, which service either the Unit or the fixtures located therein, together with the space occupied thereby;

(5) all interior walls, that are not necessary for support of the structure, and all components thereof and all space encompassed thereby;

(6) all plumbing, electric, heating, cooling, and other utility or service lines, pipes, wires, ducts or conduits which serve either the Unit or the fixtures located therein, and which are located within the bounds of that Unit or within the exterior walls of the Unit; and

(7) the interior surfaces of an attached garage;

excluding therefrom, however, all of the following items located within the bounds of that Unit;

(1) any structural element of the building contained in interior walls; and

(2) all plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve any other Unit.

(b) Unit Sizes; Locations and Components. The location of each part of each Unit, the approximate size of each Unit's interior, and the number of rooms in each Unit are shown on the Drawings.

## ARTICLE VI

### COMMON AND LIMITED COMMON AREAS

Section 1. Common Areas - Description. All of the Condominium Property, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the Drawings as a part of a Unit, are Common Areas.

Section 2. Limited Common Areas - Description. Those portions of the Common Areas that are labeled or designated "LCA" or "limited common areas" on the Drawings, are Limited Common Areas. In the case of each Unit, the Limited Common Areas appurtenant to that Unit consist of the area consisting of 20 feet from the rear wall or the rear property line, whichever is closer, and five feet from each side of the building containing the Unit, from the front wall out to the street abutting that Unit and shall include the driveway and walkways from the driveway to the entrance of a Unit. If there is a conflict between the narrative description of the Limited Common Areas and what is reflected on the Drawings, then what is reflected on the Drawings shall control. All such Limited Common Area is reserved for the exclusive use of the owners and Occupants of the Unit designated to be served by the same.

Section 3. Interest in Common Areas and Facilities. The percentage of interest in the Common Areas and Facilities has been determined in accordance with the Condominium Act on the basis of a par value for each Unit as set forth in Exhibit B attached hereto. The Common Areas shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No Unit Owner may waive or release any rights in the Common Areas. The undivided interest in the Common Areas of a Unit shall not be separated from the Unit to which it appertains.

Section 4. Par Value of Units Created on Additional Property. The par value of the Units created on the Additional Property shall be the same as the par value assigned each Unit in the Condominium Property. The Units which may be created on the Additional Property will be substantially identical to the Units that are being created by the filing of this Declaration, except that the total square footage of said Unit may be less or greater than the Units created by the filing of this Declaration.



## ARTICLE VII

### UNIT OWNERS' ASSOCIATION

Section 1. Establishment of Association. The Association has been formed to be and to serve as the Unit Owners' association of the Condominium. The Declarant is presently the sole member of the Association.

Section 2. Membership. Membership in the Association shall be limited to the Unit Owners, and every person or entity who is or become a record owner of a fee or undivided fee-simple interest in a Unit is a Unit Owner and shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

Section 3. Voting Rights. Each Unit Owner shall be entitled to one vote for each Unit owned in fee simple, and a proportionate part of a vote for ownership of an undivided fee-simple interest in a Unit, provided, that unless timely challenged by an owner of a fee simple interest in a Unit, any owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit.

Section 4. Board of Trustees. The Board initially shall be those three persons named as the initial Trustees pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by Declarant. No later than the time that Units to which 25% of the undivided interests in the Common Areas appertain have been sold and conveyed by the Declarant, the Unit Owners shall meet, and from and after that date there shall be three Trustees. The Unit Owners other than the Declarant shall elect one-third (one) of the Trustees at such meeting and the Declarant shall designate the other two-thirds (two) of the Trustees which three Trustees shall serve until the meeting described in the next paragraph. For purposes of computing the undivided interest referred to in this and the following paragraph, those interest shall be computed by comparing the number of Units sold and conveyed to the maximum number of Units that may be created in the Condominium which is 20.

Within thirty days after the earlier of (a) five years from the date of the establishment of the Association, and (b) the sale and conveyance, to purchasers in good faith and for value, of Units to which 75% of the undivided interests in the Common Areas appertain, the Association shall meet and all Unit Owners, including the Declarant, shall elect three Trustees to replace all of those Trustees earlier elected or designated by the Unit Owners or Declarant, respectively, and elect new officers of the Association. The terms of the three trustees shall be staggered so that the terms of one-third of the Trustees will expire and successors be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the Trustee whose term then expires shall be elected to serve a three-year term. Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Trustees or to vote in an election of Trustees.

Section 5. Authority. The Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Areas and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by the Condominium Organizational Documents, or the Condominium Act, that are not specifically reserved to Unit Owners.

Section 6. Delegation of Authority; Professional Management. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on 30 days written notice; shall be terminable by either party, without penalty, on 90 days written notice; shall not exceed one year unless renewed by agreement of the parties for successive on-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant, as defined by an institutional first mortgagee or agency or organization which purchases or insures first mortgages, for goods, services, or for any other thing, including without limiting the generality of the foregoing, contracts for the providing of management, maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit Owners at the time entered into under the circumstances then prevailing and are terminable by the Association, without cause and without penalty, on 90 day written notice.

Section 7. By-laws. A true copy of the By-laws of the Association is attached hereto as Exhibit C and incorporated herein by this reference.

## **ARTICLE VIII**

### **AGENT FOR SERVICE**

The name of the person to receive service of process for the Association, and that person's residence or place of business, which is in Medina County, Ohio, where the Condominium is situated, is:

William Bishop  
249 Granger Road, Suite 94  
Medina, Ohio 44256

If this individual for any reason ceases to be registered with the Secretary of State of Ohio as Statutory Agent for the Association, the person so registered shall be the person to receive service of process for the Association.

## ARTICLE IX

### MAINTENANCE AND REPAIR

Section 1. Association Responsibility. The Association shall maintain and repair the Common Areas, including and not limited to utility facilities serving more than one Unit, utility lines in the Common Areas, lawns, shrubs, trees, walkways running parallel to and immediately adjacent to the streets, driveways, cluster mailboxes, and all buildings which are a part of the Common Areas, provided, however, that the Association shall not be required to provide snow removal with respect to the walkways which extend from the driveways to the entrances of a Unit and the maintenance to the planting areas between the walkways and Units; however, the Association will maintain the plantings and landscaping installed by the Declarant, except as otherwise provided herein.

Section 2. Individual Responsibility. Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit owner, and provide routine maintenance and cleaning and snow removal with respect to the walkways appurtenant to such Owner's Unit. Without limiting the generality of the foregoing, this repair and maintenance responsibility shall include repair and maintenance of all windows, skylights, screens and doors, including the frames, sashes and jambs, and the hardware therefor and any planting areas within the Limited Common Area other than planting installed by the Declarant. If a Unit Owner shall fail to make any such repair or perform such maintenance, or in the event the need for maintenance or repair of any part of the Common Areas or Limited Common Areas is caused by the negligent or intentional act of any Unit Owner or occupant, or is as a result of the failure of any Unit Owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, and the cost of repair is not covered by insurance, the cost of such maintenance and repair shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by such Unit Owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

## ARTICLE X

### UTILITY SERVICES

Each Unit Owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged by the utility company to that Unit. If any utility service is not separately metered the cost thereof shall be a common expense and paid by the Association and charged to each Unit Owner as an assessment.

## ARTICLE XI

### INSURANCE; LOSSES; BONDS

Section 1. Fire and Extended Coverage Insurance. The Board shall have the authority to and shall obtain insurance for all buildings, structures, fixtures and equipment and common

personal property, now or at any time hereafter constituting a part of the Common Areas or common property of the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available, policies issued in the locale of the Condominium Property, in amounts at all times sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision and not less than 100% of the current replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage), as determined from time to time by the insurer. This insurance:

(a) shall provide coverage for built-in or installed improvements, fixtures and equipment that are originally installed as part of the Unit, and shall provide for coverage of interior walls, windows and doors and the frames, sashes, jambs, and hardware therefor, even though these improvements may be parts of Units;

(b) shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on a unit and its appurtenant interest superior to a first mortgage;

(c) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class B/VI, or better, or, if such company has a financial rating of Class V, then such company must have a general policy holder's rating of at least A, all as determined by the then latest edition of Best's Insurance Reports, or its successor guide, or if the insurer does not satisfy these rating requirements, that insurer is reinsured by a company that has a B/VI or better rating;

(d) shall be written in the name of the Association for the use and benefit of the individual Unit Owners, or its authorized representative, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the individual Unit Owners;

(e) shall contain or have attached the standard mortgagee clause commonly accepted by institutional mortgage investors in the area in which the Condominium Property is located, which must provide that the insurance carrier shall notify all first mortgagees named at least 10 days in advance of the effective date of any reduction in or cancellation of the policy, and which standard mortgagee clause must further be endorsed to provide that any loss shall be paid to the Association (or its insurance trustee), as a trustee for each Unit Owner and each such Unit Owner's mortgagee, and, unless otherwise prohibited by The Mortgage Corporation or Federal National Mortgage Association, to the holders of first mortgages on Units; and

(f) unless otherwise determined by the Board, shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Trustees, and all Unit Owners.

The cost of this insurance shall be a common expense, payable by the Association, provided, however, if the Board so elects, each Unit Owner shall, promptly upon receipt of and invoice for his, her or its share of the premium for that insurance, pay that Unit Owner's respective share of that premium directly to the insurance company issuing that insurance. A Unit Owner's share shall be determined by multiplying the premium being apportioned by that owner's Unit's undivided interest in the Common Areas. If that premium is not paid by the Unit Owner, it shall constitute a special individual Unit assessment, as hereinafter defined.

Section 2. Liability Insurance. The Association shall obtain and maintain a comprehensive policy of general liability insurance covering all of the Common Areas, insuring the Association, the Trustees, and the Unit Owners and occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (b) \$1,000,000, for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association, the Board, or other Unit Owners and shall include, without limitation, coverage for legal liability of the insurers for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas, and legal liability arising out of lawsuits related to employment contracts of the Association. Each such policy must provide that it may not be cancelled or substantially modified by any party, without at least 10 days' prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the policy.

Section 3. Fidelity Coverage. The Board shall obtain and maintain fidelity coverage for the Association against dishonest acts on the part of the directors, managers, trustees, employees, or administered by the Association. The fidelity bond or insurance shall name the Association as the named obligor or insured and shall be written in an amount sufficient to provide protection, which is in no event less than a sum equal to 150% of the estimated annual operating expense of the Association, including reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Association, any insurance trustee, and any serviced on behalf of any holder, guarantor, or insurer of any mortgage on a Unit who requires such rights.

Section 4. Other Association Insurance. In addition, the Board may purchase and maintain contractual liability insurance, trustees' and officers' liability insurance, and such other insurance as the Board may determine.

Section 5. Insurance Representative; Power of Attorney. Notwithstanding any of the foregoing provisions of this Article, or any requirement relating to property or liability insurance herein, there may be named, under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into an insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Unit Owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise property dispose of any proceeds of insurance, in trust, for Unit Owners and their first mortgage holders, as their interest may appear. This power is for the benefit of each and every Unit Owner, and their respective first mortgage holders, and the Association, and the Condominium, runs with the land, and is coupled with an interest.

Section 6. Unit Owner's Insurance. Any Unit Owner or occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit Owner or occupant may determine, subject to the provisions hereof, and provided that no Unit Owner or occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. If any Unit Owner or occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit Owner who acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit Owner or occupant may obtain insurance against liability for events occurring within a Unit, loss with respect to personal property and furnishings, and losses to improvements owned by the Unit Owner or occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit Owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments". All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Trustees, and all other Unit Owners and Occupants.

Section 7. Sufficient Insurance. If the improvements forming a part of the Common Areas 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 and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Board in payment therefor; provided, however, that if within 60 days after such damage or destruction the Unit Owners and Eligible Holders of First Mortgages, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

Section 8. Insufficient Insurance. If the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril which is not

insured against, or if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit Owners and eligible holders of first mortgages if they are entitled to do so pursuant to the provisions of this Declaration shall elect within 60 days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Areas so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit Owners in proportion to their respective undivided interest in the Common Areas. Should any Unit Owner refuse or fail after reasonable notice to pay that Unit Owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit Owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

## ARTICLE XII

### **DAMAGE; RESTORATION; REHABILITATION AND RENEWAL**

Section 1. Restoration of Substantial Damage or Destruction. In the event of substantial damage to or destruction of all Units, the Association may, with the consent of Unit Owners entitled to exercise not less than 80% of the voting power of Unit Owners, and the consent of eligible holders of first mortgages on Units to which at least 75% of the votes of Units subject to mortgages held by eligible holders of mortgages appertain, determine not to repair or restore such damage or destruction. In such an event, all of the Condominium Property shall be sold as upon partition. In the event of an election not to repair or restore substantial damage or destruction, the net proceeds of insurance paid by reason of such damage or destruction shall be added to the proceeds received from the sale as upon partition, and the total amount distributed among the owners of the Units, and the holders of their respective first mortgage liens, (as their interests may appear), in proportion to their percentage interest in Common Areas.

Section 2. Rehabilitation and Renewal. The Association, with the consent of Unit Owners entitled to exercise not less than 75% of the voting power of Unit Owners, and the consent of eligible holders of mortgages appertain, may determine that the Condominium is obsolete in whole or in part and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense.

## ARTICLE XIII

### **CONDEMNATION**

Section 1. Standing. Except as thereafter provided, the Association, or its designated representative, or authorized successor, as trustee, shall represent the Unit Owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and shall have the sole and exclusive right to settle the loss with the condemning authority and to receive the award or proceeds of settlement, for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. Notwithstanding the foregoing, in the event that a Unit Owner may

lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit Owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential loss, that Unit Owner may, at his, her or its election, separately pursue such claim, provided, that the pursuing of the same or the realization of an award thereof, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, any other Unit Owner, or the direct loss with respect to the Unit itself, or with regard to the usability thereof, nor diminishes any award for any such loss.

Section 2. Use of Proceeds. The award or proceeds of settlement in any such proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new plans and specifications therefor approved by Unit Owners exercising no less than 75% of the voting power of Unit Owners, and the holders of eligible first mortgages on Units to which at least 51% of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a common expense and assessed amount the Units in the same manner as special assessments for capital improvements are assessed. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and distributed to the Unit Owners, and their first mortgagees, as their interests may appear, in proportion to the relative undivided interests of the Units in the Common Areas. Notwithstanding the foregoing, in the event that as a result of any such taking, and consequent restoration or replacement, any Unit could not reasonably be restored or could not be replaced, prior to the allocation and disbursement of any sum to any other Unit Owner of his, her or its mortgagee, there shall be allocated and disbursed from such award or proceeds, to each Unit Owner whose Unit cannot be so restored or replaced, and his, her or its respective first mortgagee, as their interests may appear, such amount as is equal to the then fair market value of the Unit that cannot be so restored or replaced. Thereupon, such Unit or Units, and the owners thereof, shall be immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of and undivided interest, vote, membership in the Association, and liability for common expenses. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such taking. To illustrate, upon a Unit being divested from the Condominium, (a) the voting right of that Unit will be equally allocated among all other Units since each Unit prior thereto had an equal vote, and (b) the undivided interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interests prior to such taking.

Section 3. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, or authorized successor, as his, her or its attorney-in-fact to represent that Unit Owner, settle losses, receive and utilize the award or proceeds of settlement, and do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Article with respect to



condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit Owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

## ARTICLE XIV

### **GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS**

Section 1. Easements of Enjoyment; Limitations. Every Unit Owner shall have a right and easement of enjoyment in, over and upon the Common Areas and a right of access to and from his, her or its Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Areas, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof, or to that Unit's parking facilities. Any Unit Owner may delegate that Unit Owner's right of enjoyment to the Common Areas and to ingress to and egress to the members of that Unit Owner's family and to occupants.

Section 2. Right of Entry for Repair, Maintenance and Restoration. The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit, to enable the Association to perform its obligation, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property. In the event of an emergency, the Association's right of entry to a Unit and its appurtenant Limited Common Areas may be exercised without notice; otherwise, the Association shall give the Owners or occupants of a Unit no less than 24-hours advance notice prior to entering a Unit or its appurtenant Limited Common Areas.

Section 3. Easements for Encroachments. Each Unit and the Common Areas shall be subject to easements for encroachments on any other Unit and upon the Common Areas created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, or repair; or by reason of shifting, settlement, or movement of the structures; or by reason of errors in the Drawings. Valid easements for these encroachments and for the maintenance of same, so long as the encroaching structures remain, shall and do exist.

Section 4. Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Condominium Property.

Section 5. Easements for Utilities. There is hereby created upon, over and under all of the Condominium Property easements to the Association for ingress and egress to, and the installation, replacing, repairing and maintaining of all utilities, including, but not limited to water, sewer, gas, telephone, electricity, security systems, master television antennas and cable television. By this easement it shall be expressly permissible for the Association to grant to the providing company permission to construct and maintain the necessary poles and equipment, wires, circuits and

conduits on, above, across and under the Condominium Property, so long as such poles, equipment, wires, circuits and conduits do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any utility company furnishing a service request a specific easement by separate recordable document, the Board shall have the right to grant such easement without conflicting with the terms hereof.

Section 6. Easement for Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, delivery men, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Areas in the performance of their duties.

Section 7. Easements Reserved to Declarant. Non-exclusive easements are hereby reserved to the Declarant, its successors and assigns, over and upon the Common Areas, for access for and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available, (a) for the periods provided for warranties hereunder, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Unit purchasers, (b) until the Declarant has sold all Units, to maintain one or more Units for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs, and (c) until the Declarant has sold all Units, a non-exclusive perpetual easement for so long as Declarant is developing Units on the additional property, for ingress and egress to and from the property described on Exhibit A and the Additional property for pedestrian and vehicle access to complete the construction and sale of the Units. In addition, a non-exclusive perpetual easement is hereby reserved to Declarant, its successors and assigns, for their benefit and the benefit of future owners and occupants of the Additional Property, for pedestrian and vehicular access over roadways and footpaths within the Condominium Property, for ingress and egress to and from the Additional Property, and each part thereof, and to extend the same onto the Additional Property. Additionally, Declarant, for itself and its successors and assigns, reserves the right to extend and tie into main line utility lines in the Common Areas, as permitted by public authority and the utility company involved, to extend such lines into the Additional Property to service the same. These easements shall continue in effect whether or not all of the Additional Property, or any part thereof, is added to the Condominium.

Section 8. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, hereby irrevocably appoints the President of the Association, his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit Owner, such deeds of easement and other instruments as may be necessary or desirable, in the sole discretion of the Board, to further establish or effectuate the foregoing easements. This power is for the benefit of each and every Unit Owner, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement.

## ARTICLE XV

### ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessments. The Declarant for each Unit within the Condominium hereby covenants, and each Unit Owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association: (1) annual operating assessments, (2) special assessments for capital improvements, and (3) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of Unit Owners and occupants and the best interests of the Condominium Property.

#### Section 3. Elements-Apportionment: Due Dates.

##### (a) Annual Operating Assessments.

(1) At such time prior to the closing by Declarant of the sale of the first Unit, and prior to the beginning of each fiscal year of the Association thereafter, the Board shall estimate, and prorate among the Units on the basis of the undivided interest of each Unit in the Common Areas, common expenses of the Association consisting of the following:

- a. the estimated next fiscal year's cost of the maintenance, repair, and other services to be provided by the Association;
- b. the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;
- c. the estimated next fiscal year's costs for utility services not separately metered;
- d. the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;
- e. an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and

f. the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

(2) The Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated in accordance with each respective Unit's undivided interest in the Common Areas, and thereby establish the annual operating assessment for each separate Unit. For administrative convenience, any such assessment may be rounded so that monthly installments will be in whole dollars.

(3) The annual operating assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit Owner from prepaying assessments in annual, semi-annual, quarterly or monthly increments. The due dates of any such installments shall be established by the Board, and, unless otherwise provided, the Association shall collect on or before the first day of each month from those who own the Unit an equal monthly pro rata share of the annual operating assessment for that Unit.

(4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units on the same basis as heretofore set forth.

(5) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit Owners.

(b) Special Assessments for Capital Improvements.

(1) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements on the Common Areas to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to five percent of that fiscal year's budget, without the prior consent of Unit Owners exercising no less than 75% of the voting power of Unit Owners and the consent of eligible holders of first mortgages on Units to which at least 51% of the votes of Units subject to mortgages held by eligible holders of mortgages appertain.

(2) Any such assessment shall be prorated among all Units in proportion to their respective undivided interests in the Common Areas, and shall become due and payable on such date or dates as the Board determines following written notice to the Unit Owners.

(c) Special Individual Unit Assessments. The Board may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit Owner, the cost of insurance premiums separately billed to a Unit Owner, and a Unit Owner's enforcement and arbitration charges). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject thereto. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit Owner for his, her or its share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Areas attributable to that Unit. The calculation by the Association of the Units' shares of taxes and assessments shall be binding upon all Unit Owners.

Section 4. Effective Date of Assessments. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit Owner subject thereto at least ten days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice mailed or delivered to a Unit Owner's Unit shall constitute notice to that Unit Owner, unless the Unit Owner has delivered written notice to the Board, of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit Owner.

Section 5. Effect of Nonpayment of Assessment; Remedies of the Association.

(a) If any assessment or any installment of any assessment is not paid within ten days after the same has become due, the Board, at its option, without demand or notice, may (i) declare the entire unpaid balance of the assessment immediately due and payable, (ii) charge interest on the entire unpaid balance (or on an overdue installment, alone, if it hasn't exercised its option to declare the entire unpaid balance due and payable), at the highest rate of interest then permitted by law, or at such lower rate as the Board may from time to time determine, and (iii) charge a reasonable, uniform late fee, as determined from time to time by the board.

(b) Annual operating and both types of special assessments, together with interest, late charges and costs, shall be a charge and a continuing lien in favor of the Association upon the Unit against which each such assessment is made.

(c) At any time after an installment of an assessment levied pursuant hereto remains unpaid for ten or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, and interest and costs, may be filed with the Recorder of Summit County, Ohio, pursuant to authorization given by the Board. The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments, and shall be signed by the president or other chief officer of the Association.

(d) The lien provided for herein shall remain valid for a period of five years from the date a certificate of lien was duly filed therefor, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

(e) Any Unit Owner who believes that an assessment chargeable to his, her or its Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the Court of Common Pleas of Summit County, Ohio for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(f) Each such assessment together with interest and costs shall also be the joint and several personal obligation of the Unit Owners who owned the Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest and costs shall not be the personal obligation of that owner or owners' successors in title unless expressly assumed by the successors, provided, however, that the right of the Association to a lien against that Unit, or to foreclose any lien thereon for these delinquent assessments, interest and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

(g) The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest, late charges and costs, bring an action at law against the owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association as plaintiff in any such action shall be entitled to become a purchaser at the foreclosure sale. In any such

action, interest and costs of such action (including attorneys fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

(h) No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Areas, or any part thereof, or by abandonment of his, her or its Unit.

Section 6. Subordination of the Lien to First Mortgages. The lien of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments or charges against the mortgaged Unit which became due and payable prior to the time such holder or purchaser took title to that Unit.

Section 7. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

## ARTICLE XVI

### NOTICES TO MORTGAGEES

Any holder, insurer or guarantor of a first mortgage, upon written request to the Association (which request states the name and address of such holder, insurer or guarantor and the Unit designation), shall be entitled to timely written notice by the Association of:

1. any proposed addition or amendment of the Condominium Organizational Documents effecting a material change or addition in provisions establishing, providing for, governing or regulating (a) voting, (b) assessments, assessment liens or subordination of such liens, (c) reserves or maintenance, repair and replacement of Condominium Property, (d) insurance or fidelity bonds, (e) rights to use of the Common Areas, (f) responsibility for maintenance and repair, (g) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium, (h) the boundaries or composition of any Unit, (i) the interests in the Common or Limited Common Areas, (j) the convertibility of Units into Common Areas or of Common Areas into Units, (k) the leasing of any Unit or part thereof, (l) the imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit, or (m) any provisions which are for the express benefit of the holder, insurer or guarantor of any first mortgage on a Unit.

2. any proposed termination of the Condominium as a condominium regime;

3. any condemnation or eminent domain proceeding which may affect a material portion of the Condominium Property or any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

4. any decision by the Association not to restore substantial damage or destruction;

5. any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

6. any decision by the Association to renew or rehabilitate the Condominium Property;

7. any decision by the Association to construct significant new capital improvements not replacing existing improvements;

8. times and places of Unit Owners' meetings; and

9. any default under the Condominium Organizational Documents which gives rise to a cause of action against a Unit Owner whose Unit is subject to the mortgage of such holder or insurer, where such default has not been cured in 60 days.

No addition or amendment of the Condominium Organizational Documents shall be considered material if it is for the purpose of correcting technical errors or for clarification only.

## ARTICLE XVII

### **CONDOMINIUM INSTRUMENT REQUIREMENTS**

Section 1. General. The Condominium Act requires that certain information be provided in the Condominium Instruments. Much of this is provided elsewhere in the Condominium Organizational Documents and in other documents, but in order that all such information be provided in this Declaration, various items of that information are set forth in the following sections of this article.

Section 2. Deposits. Any deposit or down payment made in connection with a sale of a Unit by Declarant or its agent will be held in trust or escrow until delivered at the time of the closing of the sale or returned to or otherwise credited to the buyer, or forfeited to the Declarant. If, in the case of any such sale, a deposit or down payment of \$2,000 or more is held for more than 90 days, interest at the rate of at least 4% per annum for any period exceeding 90 days shall be credited to the buyer at the time of the closing of the sale or upon return or other credit made to the buyer, or



added to any forfeiture to the Declarant. Deposits held in trust or escrow pursuant to sales by Declarant or its agent shall not be subject to attachment by creditors of Declarant or the buyer.

Section 3. Association Control. Except in its capacity as a Unit Owner of unsold Units, the Declarant or its agent will not retain a property interest in any of the Common Areas after control of the Association is assumed by the Association. The owners of Units that have been sold by the Declarant or its agent will assume control of the Association and the Common Areas, as elsewhere provided herein, in compliance with the requirements of the Condominium Act. Neither the Association nor the Unit Owners will be subject to any management contract or agreement executed prior to the assumption of control of the Association by Unit Owners other than Declarant 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 provisions of the By-laws.

Section 4. Limited Warranty. Following are the limited warranties (and limitations thereon) which the Declarant gives to the buyers of a Unit from it, which are not binding upon the Declarant or enforceable by the buyers unless and until the sale of the Unit to the Buyers is closed.

(a) Units. Except as provided in subparagraph (c), below, the Declarant warrants to provide and pay for the full cost of labor and materials for any repair or replacement of structural, mechanical, and other elements pertaining to the Unit, occasioned or necessitated by a defect in material or workmanship, that arise within a period of one year from the date the deed to the buyers for that Unit is filed for record.

(b) Common Areas and Facilities. The Declarant warrants to provide and pay for the full cost of labor and materials for any repair or replacement of (i) the roof and structural components; and (ii) common service elements serving the Condominium as a whole, occasioned or necessitated by defects in material or workmanship, that arise within a period of two years from the date the deed is filed for record following the sale of the first unit in the Condominium to a purchaser in good faith for value, and for any Additional Property submitted by amendment to the Declaration, on the date the deed or other evidence of ownership is filed for record following the sale of the first condominium ownership interest in that phase of the Additional Property added, to a purchaser in good faith for value.

(c) Appliances, etc. In the case of ranges, refrigerators, disposals, and other appliances, if any, installed and furnished by the Declarant as part of the Unit, the Declarant assigns to the buyers all express and implied warranties of the manufacturer, and the Declarant's warranty with respect to such items is limited to the Declarant's warranty that the same have been properly installed.

(d) Extended Warranties. The Declarant assigns to the buyers any warranties made to the Declarant that exceed the time periods for warranties that the Declarant has given to the buyers by this limited warranty.

(e) Limitations.

(1) No responsibility is assumed for damage from any cause, whatsoever, other than to repair or replace, at the Declarant's cost, items containing defects covered by Declarant's warranty.

(2) No responsibility is assumed for consequential or incidental damage except to the extent, if any, not permitted to be excluded or limited by law.

(3) Implied warranties, if any, are limited to one year from the date on which the unit is deeded to the buyers, except to the extent, if any, that limitation is not lawful.

(4) These written warranties are the only express warranties the Declarant gives to the buyers unless additional warranties are included in a written contract between the Declarant and the buyers.

(5) Any request for service must be sent in writing to the Declarant at such address as the Declarant may designate from time to time, in writing to the buyers. The Declarant or the Declarant's designated representative will commence performance of the Declarant's obligations under this warranty within 30 days after receipt of the buyers' request for service, and complete the same as soon as reasonably possible. All repairs and adjustments will be made Monday through Friday, 8:00 a.m. to 5:00 p.m.

(f) Other Rights. This written limited warranty gives the buyers specific legal rights and the buyers may also have other legal rights under law.

(g) Common Area Expansions. With respect to the repair or replacement of roof and structural components, and common service elements added to the Condominium, the two year warranty shall commence on the date the deed or other evidence of ownership is filed for record following the sale of the first Unit in that area added to a purchaser in good faith for value.

Section 5. Declarant's Obligations. 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 Units, from a date no later than the date upon which common expenses are first charged with respect to any Unit.

## ARTICLE XVIII

### AMENDMENTS

Section 1. Power to Amend. Except as hereinafter provided, amendment of this Declaration (or the other Condominium organizational documents) shall require (a) the consent of Unit Owners exercising not less than 75% of the voting power of Unit Owners, and (b) the consent of eligible holders of first mortgages on Units to which at least 51% of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain. Notwithstanding the foregoing:

(a) the consent of all Unit Owners shall be required for any amendment effecting a change in:

(i) the boundaries of any Unit;

(ii) the undivided interest in the Common Areas appertaining to a Unit or the liability for common expenses appertaining thereto;

(iii) the number of votes in the Association appertaining to any Unit; or

(iv) the fundamental purposes to which any Unit or the Common Areas are restricted;

(b) the consent of Unit Owners exercising not less than 80% of the voting power of Unit Owners and the consent of eligible holders of first mortgages on units to which at least 75% of the votes of Units subject to mortgages held by eligible holders of first mortgage liens appertain shall be required to terminate the Condominium; and,

(c) the consent of eligible holders of first mortgages on Units to additions or amendments to the Condominium Organizational Documents shall not be required except in those instances, previously described, in which the eligible holders of first mortgages on Units are entitled to written notice of such proposed addition or amendment;

(d) in any event, Declarant reserves the right and power, and each Unit Owner by acceptance of a deed to a Unit is deemed, to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant), for a period of 3 years from the date of the filing of the Declaration, to amend the Condominium Organizational Documents, to the extent necessary to conform to the requirements then governing the purchase of insurance of mortgages by The Mortgage Corporation, Federal National Mortgage Association, Government National

Mortgage Association, Mortgage Guaranty Insurance Corporation, the Federal Housing Administration, the Veterans Administration, or any other such agency or organization, provided that the appropriate percentage (as described elsewhere herein) of eligible holders of first mortgage liens is obtained, or to correct typographical errors or obvious factual errors the correction of which would not impair the interest of any Unit Owner or mortgagee; and further provided that if there is a Unit Owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant.

An Eligible Holder of a First Mortgage on a Unit who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within 30 days shall be deemed to have approved such request.

Section 2. Method to Amend. An amendment to this Declaration (or the Drawings or the By-laws), adopted with the consents hereinbefore provided, shall be executed with the same formalities as this Declaration by two officers of the Association and shall contain their certification that the amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in the Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Recorder of Medina County, Ohio.

## ARTICLE XIX

### EXPANSIONS

Section 1. Reservation of Expansion Option. Declarant expressly reserves the option to expand the Condominium Property as provided in this article.

Section 2. Limitations on Option. Declarant has no limitations on its option to expand the Condominium Property except as provided in this article, or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property. No Unit Owner's consent is required to enable Declarant to expand the Condominium Property.

Section 3. Maximum Expansion Time. Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven years from the date this Declaration is filed for record, provided that at the option of the Declarant or its successors to the right to expand, such time period shall be extended for an additional seven-year period. Such option to extend the period must be exercised, if at all, within six months prior to the expiration of the initial seven-year period, and may be extended only with the consent of a majority of Unit Owners other than the Declarant. Notwithstanding the foregoing, the Declarant may, by written notice to the Association, elect to

waive the option to expand the condominium. There are no other circumstances that will terminate that option prior to the expiration of that seven year period.

Section 4. Legal Description. A legal description, by metes and bounds, of all Additional Property that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Condominium Act as part of this condominium, is attached hereto as Exhibit D, and incorporated herein by this reference.

Section 5. Composition of Portions Added. Neither all nor any portion of the Additional Property must be added to the Condominium Property, nor, if any of the Additional Property is added, shall it be required that a particular portion of the Additional Property must be added, provided that portions added meet all other requirements set forth in this article, and all improvements or portions added are substantially completed prior to the time added to the Condominium. Except as expressly provided in this article, there are no limitations on the portions of the Additional Property that may be added to the Condominium Property.

Section 6. Time for Adding Portions. Portions of the Additional Property may be added to the Condominium Property from time to time, and at different times, within the time limit previously described. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added.

Section 7. Improvement Location Limitations. There are no established or defined limitations as to the location of any improvements that may be made on any portion of the Additional Property added to the Condominium Property except such limitations as may then be in effect by reason of the laws and lawful rules and regulations of the appropriate governmental bodies and authorities having jurisdiction.

Section 8. Maximum Number of Units. The maximum total number of Units that may be created on the Additional Property and added to the Condominium Property is 20, provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling units that may be constructed on all or any portion of the Additional Property that is not added to the Condominium Property. Subject to the foregoing total maximum of Units that may be added to the Condominium Property there is no limit as to the maximum number of Units per acre that may be created on any portion of the Additional Property added to the Condominium Property, provided that the total number of Units in the Condominium, after any portion of the Additional Property is added thereto, shall not exceed the applicable zoning restrictions.

Section 9. Non-Residential Use. The maximum percentage of the aggregate land and floor area of all Units that may be created on the Additional Property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use is zero, since no such Unit may be so created and added.

Section 10. Compatibility of Structures. All structures erected on all or any portion of the Additional Property and added to the Condominium Property will be consistent with and be reasonably compatible with, but need not be substantially identical to, the structures then on the

Condominium Property in terms of quality of construction. Consistency and compatible style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not compatible because of changes in the number of dwelling units in a building, variances in set-backs or locations of structures in relation to other improvements, or differences in materials or architectural style.

Section 11. Improvements other than Structures. If all or a portion of the Additional Property is added to the Condominium Property, drives, sidewalks, yard areas, and other improvements similar to those then on the Condominium Property shall be constructed on that Additional Property added to the Condominium. Improvements other than structures added to the Condominium Property shall not include improvements except of substantially the same kind, style, design and quality as those improvements then on the Condominium Property.

Section 12. Types of Units. There are no restrictions regarding the types of Units constructed on all or any portion of the Additional Property and added to the Condominium Property.

Section 13. Limited Common Areas. Declarant reserves the right, with respect to all or any portion of the Additional Property added to the Condominium Property, to create Limited Common Areas therein, and there are no restrictions or requirements with respect to the type, size, and number of such Limited Common Areas.

Section 14. Supplementary Drawings. Declarant does not consider any other drawings or plans, other than the Condominium Drawings, presently appropriate in supplementing the foregoing provisions of this article. However, at such time as Declarant adds all or any portion of the Additional Property to the Condominium Property it shall file drawings and plans with respect to the Additional Property as required by the Condominium Act.

Section 15. Procedures for Expansion. All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by the Declarant and all owners of the land so added, in the manner provided by the Condominium Act, of an amendment to the Declaration that contains the information, drawings and plans with respect to the Additional Property and improvements thereon added required by the Condominium Act.

Section 16. Effects of Expansion. Upon the filing for record of an amendment to the Declaration adding all or any portion of the Additional Property to the Condominium Property:

- (a) the added portion shall thereafter be subject to all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth herein shall run with and bind the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property;

(b) the owner or owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members;

(c) the undivided interests of Units in the Common Areas, as so expanded, shall be reallocated equally among all Units; and

(d) in all other respects, all of the provisions of this Declaration shall include and apply to such additional portions, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

## ARTICLE XX

### GENERAL PROVISIONS

Section 1. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 2. Enforcement. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting the Declarant), the Association, and each Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the By-laws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium organizational documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a Unit Owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit Owner or Occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Board.

Section 3. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration

conflicts with mandatory provisions of the Condominium Act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no wise affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

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

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

Section 6. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants, or rights created by this Declaration shall be unlawful or void for violation of (i) any rule against perpetuities or any analogous statutory provision, (ii) any rules restricting restraints on alienation, or (iii) any other statutory or common law rules imposing time limitations, then such provision shall continue in effect for only 21 years after the death of the last survivor of the now living descendants of George W. Bush, president of the U.S.A.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 20<sup>th</sup> day of Sept., 2001.

Signed and acknowledged  
in the presence of:

BISHOP HOMES OF COPLEY, INC.

Robert J. Puschmicki  
(Print Name) Robert J. Puschmicki

By: William Bishop  
William Bishop, its President

Emily Solowiew  
(Print Name) EMILY SOLOWIEW




STATE OF OHIO

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)SS

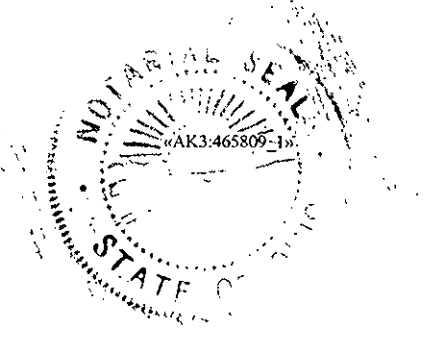
COUNTY OF Cuy.)

Before me, a notary public, personally appeared Bishop Homes of Copley, Inc. by its president who acknowledged the execution of this instrument to be his free act and deed on behalf of the corporation as a joint venture partner, for the uses and purposes set forth herein.

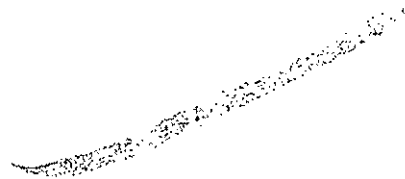
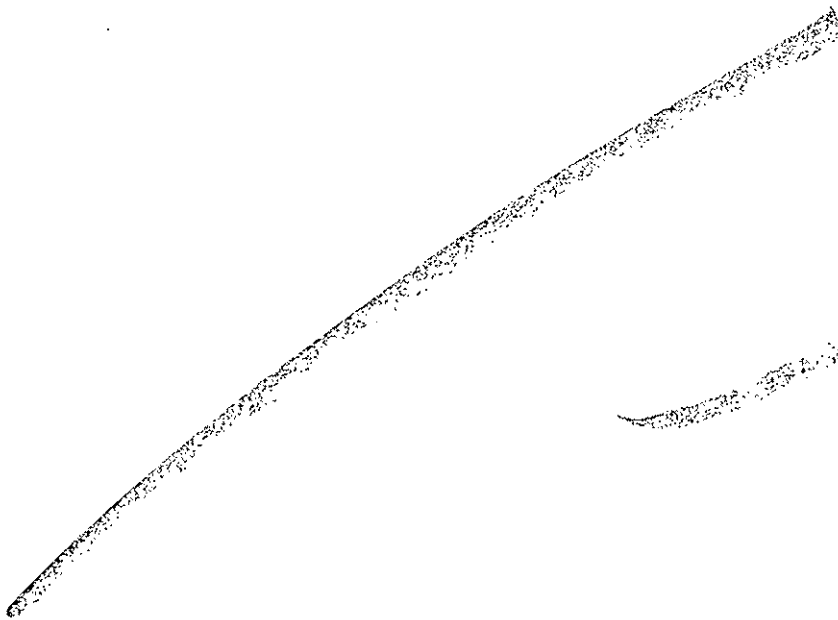
In witness whereof, I have hereunto set my name and affixed my official seal on this 20th day of September, 2001.

  
Notary Public

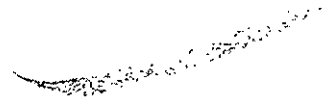
Noreen Fassbender, Notary Public State of Ohio  
My Commission Expires June 9, 2002



**LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY**



**EXHIBIT A**



35639-41

Situated in the Township of Granger, County of Medina, and State of Ohio:

And known as being the whole of Units 71, 72, 73 and 74 of Granger Lakes Condominium No. 5 Phase I, of part of Original Granger Township Lot No. 40 as shown by the recorded Plat in Document 2001PL000 119 of Medina County Recorders Records, as appears by said plat.

Together with a non-exclusive right to the benefits and responsibilities of the Covenants, Conditions, Easements and Restrictions running with and created in favor of the aforementioned parcel of land by the Declarations of Covenants, Conditions, Easements and Restrictions filed 10 - 4 2001, in Document Number 2001OR0 35639 of Medina County Recorders Records, together with an undivided percentage interest in and to the Common Areas as set forth in said Declaration and as such percentage may be hereafter amended from time to time.

Unit <u>Number:</u>	Permanent <u>Parcel Number:</u>
71	005-07D-23-149
72	005-07D-23-150
73	005-07D-23-151
74	005-07D-23-152

35639-42

**THE HENRY G. REITZ ENGINEERING CO.***Civil Engineers and Surveyors*

4214 ROCKY RIVER DRIVE

CLEVELAND, OHIO 44135-1948

Donald E. Woike, P.S., *President*Stuart W. Sayler, P.E., P.S., *Vice Pres.*James T. Sayler, P.E., P.S., *Vice Pres.*Linda S. Rerko, *Sec.-Treas.*

TELEPHONE: (216) 251-3033

FACSIMILE: (216) 251-5149

EMAIL: reitzeng@stratos.net

June 11<sup>th</sup>, 2001**Description of Granger Lakes Condominium No. 5 Phase 1****Units 71, 72, 73 and 74****PARCEL 1**

Situated in the Township of Granger, County of Medina and State of Ohio, and known as being part of Granger Township Lot No. 40, and being part of Parcel I of land conveyed to Bishop Homes of Copley, Inc. by Document No. 2000OR020165 of Medina County Records, and bounded and described as follows:

Beginning on the centerline of Granger Road, C. H. 21, 60 feet wide, at the Southwesterly corner of said Granger Township Lot No. 40, which point is N. 1d 04' 00" W., 30.00 feet from a 1/2" iron pin found on the Southerly line of Granger Road, C.H. 21;

Thence N. 90d 00' 00" E., along the centerline of Granger Road, C.H. 21, which line is also the Southerly line of said Granger Township Lot No. 40, a distance of 153.95 feet;

Thence N. 0d 00' 00" E., a distance of 95.01 feet to a point of curvature;

Thence Northerly, a distance of 22.62 feet on the arc of a circle deflecting to the left, whose central angle is 4d 19' 13", whose radius is 300.00 feet and whose chord bears N. 2d 09' 36" W., a distance of 22.61 feet to the principal place of beginning;

Thence S. 80d 31' 57" W., a distance of 125.50 feet;

Thence N. 9d 28' 03" W., a distance of 97.70 feet;

Thence N. 80d 31' 57" E., a distance of 122.91 feet;

Thence Southerly, a distance of 37.10 feet on the arc of a circle deflecting to the left, whose central angle is 7d 05' 07", whose radius is 300.00 feet and whose chord bears S. 12d 23' 09" E., a distance of 37.07 feet to a point of reverse curvature;

Thence Southerly, a distance of 60.78 feet on the arc of a circle deflecting to the right, whose central angle is 11d 36' 30", whose radius is 300.00 feet and whose chord bears S 10d 07' 29" E., a distance of 60.68 feet to the principal place of beginning, and containing 0.2807 acres (12,227 square feet) of land in Units 71 and 72, according to a survey by The Henry G. Reitz Engineering Company, Stuart W. Sayler, Registered Surveyor No. S-8028, dated June, 2001, be the same more or less, but subject to all legal highways and easements of record.

## PARCEL 2

Situated in the Township of Granger, County of Medina and State of Ohio, and known as being part of Granger Township Lot No. 40, and being part of Parcel I of land conveyed to Bishop Homes of Copley, Inc. by Document No. 2000OR020165 of Medina County Records, and bounded and described as follows:

Beginning on the centerline of Granger Road, C. H. 21, 60 feet wide, at the Southwesterly corner of said Granger Township Lot No. 40, which point is N. 1d 04' 00" W., 30.00 feet from a 1/2" iron pin found on the Southerly line of Granger Road, C.H. 21;

Thence N. 90d 00' 00" E., along the centerline of Granger Road, C.H. 21, which line is also the Southerly line of said Granger Township Lot No. 40, a distance of 153.95 feet;

Thence N. 0d 00' 00" E., a distance of 95.01 feet to a point of curvature;

Thence Northerly, a distance of 83.40 feet on the arc of a circle deflecting to the left, whose central angle is 15d 55' 43", whose radius is 300.00 feet and whose chord bears N. 7d 57' 51" W., a distance of 83.13 feet to a point of reverse curvature;

Thence Northerly, a distance of 89.01 feet on the arc of a circle deflecting to the right, whose central angle is 17d 00' 00", whose radius is 300.00 feet and whose chord bears N. 7d 25' 43" W., a distance of 88.69 feet to a point of tangency;

Thence N. 1d 04' 17" E., a distance of 92.29 feet to the principal place of beginning;

Thence N. 88d 55' 43" W., a distance of 115.90 feet;

Thence N. 1d 04' 13" E., a distance of 97.70 feet;

Thence S. 88d 55' 43" E., a distance of 118.31 feet;

Thence Southerly, a distance of 27.79 feet on the arc of a circle deflecting to the left, whose central angle is 9d 57' 05", whose radius is 160.00 feet and whose chord bears S. 6d 02' 50" W., a distance of 27.75 feet to a point of tangency;

Thence S. 1d 04' 17" W., a distance of 70.06 feet to the principal place of beginning, and containing 0.2605 acres (11,346 square feet) of land according to a survey by The Henry G. Reitz Engineering Company, Stuart W. Sayler, Registered Surveyor No. S-8028, dated June, 2001, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the centerline of Granger Road having of bearing of N. 90d 00' 00" E., per Granger Lake Condominium No. 3, recorded in Plat Book 17, Page 263 and used to denote angles only.

**THE HENRY G. REITZ ENGINEERING CO.***Civil Engineers and Surveyors*

4214 ROCKY RIVER DRIVE

CLEVELAND, OHIO 44135-1948

TELEPHONE: (216) 251-3033

FACSIMILE: (216) 251-5149

EMAIL: reitzeng@stratos.net

Donald E. Woiike, P.S., *President*Stuart W. Sayler, P.E., P.S. *Vice Pres.*James T. Sayler, P.E., P.S., *Vice Pres.*Linda S. Rerko, *Sec.-Treas.*June 11<sup>th</sup>, 2001 rev. 10-02-01**Description of Granger Lakes Condominium No. 5 Phase 1  
Block "A" Common Area**

Situated in the Township of Granger, County of Medina and State of Ohio, and known as being part of Granger Township Lot No. 40, and being part of Parcel I of land conveyed to Bishop Homes of Copley, Inc. by Document No. 2000OR020165 of Medina County Records, and bounded and described as follows:

Beginning on the centerline of Granger Road, C. H. 21, 60 feet wide, at the Southwesterly corner of said Granger Township Lot No. 40, which point is N. 1d 04' 00" W., 30.00 feet from a 1/2" iron pin found on the Southerly line of Granger Road, C.H. 21;

Thence N. 90d 00' 00" E., along the centerline of Granger Road, C.H. 21, which line is also the Southerly line of said Granger Township Lot No. 40, a distance of 153.95 feet to the principal place of beginning;

Thence N. 0d 00' 00" E., a distance of 95.01 feet to a point of curvature;

Thence Northerly, a distance of 83.40 feet on the arc of a circle deflecting to the left, whose central angle is 15d 55' 43", whose radius is 300.00 feet and whose chord bears N. 7d 57' 51" W., a distance of 83.13 feet to a point of reverse curvature;

Thence Northerly, a distance of 89.01 feet on the arc of a circle deflecting to the right, whose central angle is 17d 00' 00", whose radius is 300.00 feet and whose chord bears N. 7d 25' 43" W., a distance of 88.69 feet to a point of tangency;

Thence N. 1d 04' 17" E., a distance of 162.35 feet to a point of curvature;

Thence Northeasterly, a distance of 166.25 feet on the arc of a circle deflecting to the right, whose central angle is 59d 32' 02", whose radius is 160.00 feet and whose chord bears N. 30d 50' 18" E., a distance of 158.87 feet to a 3/8" P.K. Nail set on the Southwesterly line of the Granger Lake Condominium No. 3, as shown by the recorded plat in Volume 17, Page 263 of Medina County Plat Records;

Thence S. 14d 15' 28" E., along the Southwesterly line of said Granger Lake Condominium No. 3, passing by a 5/8" capped (#6688) iron pin found at 581.94 feet, 0.60 feet West, a distance of 581.94 feet to the centerline of Granger Road, C.H. 21, which line is also the Southerly line of said Original Granger Township Lot No. 40;

Thence S. 90d 00' 00" W., along the centerline of Granger Road, C.H. 21, which line is also the Southerly line of said Original Granger Township Lot No. 40, a distance of 204.81 feet to the principal place of beginning, and containing 1.8376 acres (80,044 square feet) of land according to a survey by The Henry G. Reitz Engineering Company, Stuart W. Sayler, Registered Surveyor No. S-8028, dated June, 2001, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the centerline of Granger Road having of bearing of N. 90d 00' 00" E., per Granger Lake Condominium No. 3, recorded in Plat Book 17, Page 263 and used to denote angles only.

005-07D-23-153

**THE HENRY G. REITZ ENGINEERING CO.***Civil Engineers and Surveyors*4214 ROCKY RIVER DRIVE  
CLEVELAND, OHIO 44135-1948Donald E. Woike, P.S., *President*  
Stuart W. Sayler, P.E., P.S. *Vice Pres.*  
James T. Sayler, P.E., P.S., *Vice Pres.*  
Linda S. Rerko, *Sec.-Treas.*TELEPHONE: (216) 251-3033  
FACSIMILE: (216) 251-5149  
EMAIL: reitzeng@stratos.netJune 11<sup>th</sup>, 2001 rev. 10-2-01**Description of Granger Lakes Condominium No. 5 Phase 1  
Block "B" Common Area**

Situated in the Township of Granger, County of Medina and State of Ohio, and known as being part of Granger Township Lot No. 40, and being part of Parcel I of land conveyed to Bishop Homes of Copley, Inc. by Document No. 2000OR020165 of Medina County Records, and bounded and described as follows:

Beginning on the centerline of Granger Road, C. H. 21, 60 feet wide, at the Southwesterly corner of said Granger Township Lot No. 40, which point is N. 1d 04' 00" W., 30.00 feet from a 1/2" iron pin found on the Southerly line of Granger Road, C.H. 21;

Thence N. 1d 04' 00" E., along the Westerly line of said Granger Township Lot No. 40, passing by a 1/2" iron pin found at 29.35 feet, 0.47 feet West, a distance of 670.00 feet to the Southwesterly corner of Parcel II of land conveyed to Bishop Homes of Copley, Inc., by deed recorded in Document No. 2000OR020165 of Medina County Records, at which point a 5/8" capped (#6688) iron pin was found 0.02 feet South and 0.66 feet West;

Thence S. 88d 56' 00" E., along the Southerly line of land so conveyed to Bishop Homes of Copley, Inc., a distance of 258.88 feet to a 5/8" capped (Reitz Eng) iron pin found on the Northwesterly line of the Granger Lake Condominium No. 4 Phase III, as shown by the plat recorded in Volume 20, Page 118 of Medina County Plat Records;

Thence S. 35d 27' 27" W., along the Northwesterly line of said Granger Lake Condominium No. 4 Phase III, a distance of 58.53 feet to the Northwesterly line of the Granger Lake Condominium No. 3, as shown by the recorded plat in Volume 17, Page 263 of Medina County Plat Records, at which point a 5/8" capped (#6688) iron pin was found 0.08 feet North and 0.66 feet West;

Thence S. 65d 00' 00" W., along the Northwesterly line of said Granger Lake Condominium No. 3, a distance of 35.00 feet to a 5/8" capped (Reitz Eng) iron pin set at the Westerly corner thereof;

Thence S. 14d 15' 28" E., along the Southwesterly line of said Granger Lake Condominium No. 3, a distance of 39.81 feet to a 3/8" P.K. Nail set;

Thence Southwesterly, a distance of 166.25 feet on the arc of a circle deflecting to the left, whose central angle is 59d 32' 02", whose radius is 160.00 feet and whose chord bears S. 30d 50' 18" W., a distance of 158.87 feet to a point of tangency;



Thence S. 01d 04' 17" W., a distance of 162.35 feet to a point of curvature;

Thence Southerly, a distance of 89.01 feet on the arc of a circle deflecting to the left, whose central angle is 17d 00' 00", whose radius is 300.00 feet and whose chord bears S. 7d 25' 43" E., a distance of 88.69 feet to a point of reverse curvature;

Thence Southerly, a distance of 83.40 feet on the arc of a circle deflecting to the right, whose central angle is 15d 55' 43", whose radius is 300.00 feet and whose chord bears S. 7d 57' 51" E., a distance of 88.69 feet to a point of tangency;

Thence S. 0d 00' 00" W., a distance of 95.01 feet to a 3/8" P.K. Nail set on the centerline of Granger Road, C.H. 21, which line is also the Southerly line of said Original Lot No. 40;

Thence S. 90d 00' 00" W., along the centerline of Granger Road, which line is also the Southerly line of said Granger Township Lot No. 40, a distance of 153.95 feet to the principal place of beginning, and containing 2.3396 acres (101,916 square feet) of land according to a survey by The Henry G. Reitz Engineering Company, Stuart W. Sayler, Registered Surveyor No. S-8028, June, 2001 dated, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the centerline of Granger Road having of bearing of N. 90d 00' 00" E., per Granger Lake Condominium No. 3, recorded in Plat Book 17, Page 263 and used to denote angles only.

005-07D-23-154

Block "B"  
Page 1 of 1

35639-48

**SCHEDULE OF UNITS\RESPECTIVE PERCENTAGES  
OF OWNERSHIP INTEREST IN COMMON AREAS  
AND FACILITIES\PAR VALUE**

<u>Unit (according to postal</u>	<u>Unit (as designated on site plan)</u>	<u>Percentage of interest in common areas and common profits and expenses</u>	<u>Par value</u>
249 Granger Road, Unit 71	71	1/4	1
249 Granger Road, Unit 72	72	1/4	1
249 Granger Road, Unit 73	73	1/4	1
249 Granger Road, Unit 74	74	1/4	1

**EXHIBIT B**

«AK3:465814\_1»

35639-49

**BY-LAWS  
OF  
GRANGER LAKE CONDOMINIUM NO. 5 UNIT OWNERS' ASSOCIATION, INC.**

**EXHIBIT C**

35639-50

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**BY-LAWS**  
**(Code of Regulations)**  
**OF**  
**GRANGER LAKE CONDOMINIUM NO. 5 UNIT OWNERS' ASSOCIATION, INC.**

**ARTICLE I**  
**NAME AND LOCATION**

The name of the Association is Granger Lake Condominium No. 5 Unit Owners' Association, Inc. (hereinafter referred to as the "Association"), which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association is also created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the unit owners' association for Granger Lake Condominium No. 5. The principal office of the Association shall be as set forth in its Articles of Incorporation, (hereinafter referred to as the "Articles"), and the place of meetings of Unit Owners (sometimes hereinafter referred to as the "Members") and of the Trustees of the Association shall be at such place in Medina County, Ohio as the Board of Trustees (hereinafter referred to as the "Board"), may from time to time designate.

**ARTICLE II**  
**DEFINITIONS**

All of the terms used herein shall have the same meanings as set forth in the Declaration of Granger Lake Condominium No. 5, (hereinafter referred to as the "Declaration"), recorded simultaneously herewith with the Recorder of Medina County, Ohio.

**ARTICLE III**  
**UNIT OWNERS (MEMBERS)**

Section 1. Composition. Each Unit Owner, as defined in the Declaration, is a member of the Association.

Section 2. Annual Meetings. Regular annual meetings of the Unit Owners shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board.

Section 3. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president or by the Board, upon written request of Unit Owners entitled to exercise one-fourth or more of the voting power of Unit Owners, and when required by the Condominium act.

35639-53

Section 4. Notice of Meetings. Written notice of each meeting of Unit Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before such meeting, to each Unit Owner entitled to vote thereat, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. The Unit Owners present, in person or by proxy, at any duly called and noticed meeting of Unit Owners, shall constitute a quorum for such meeting. Unit Owners entitled to exercise a majority of the voting power of Unit Owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given of the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 6. Proxies. At any meeting of Unit Owners, a Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit Owner of his, her or its Unit.

Section 7. Voting Power. Except as otherwise provided in the Condominium organizational documents, or by law, a majority of the voting power of Unit Owners voting on any matter that may be determined by the Unit Owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit Owners except as otherwise specifically provided in the Condominium organizational documents or by law.

Section 8. Action In Writing Without Meeting. Any action that could be taken by Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit Owners having not less than a majority of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium organizational documents, or by law.

#### **ARTICLE IV**

##### **BOARD OF TRUSTEES: (BOARD OF MANAGERS)**

Section 1. Initial Trustees. The initial Trustees shall be those three persons named as the initial Trustees in the Articles, or such other person or persons as may from time to time be substituted by the Declarant.

Section 2. Successor Trustees. The number, times of election, and terms of office of those who will serve as Trustees of the Association to succeed the initial Trustees, shall be as provided in the Declaration and these By-laws.

Section 3. Removal. Excepting only Trustees named in the Articles or selected by Declarant, any Trustee may be removed from the Board with or without cause, by a majority vote of the Unit Owners. In the event of the death, resignation or removal of a Trustee other than one named in the Articles or a substitute selected by the Declarant, that Trustee's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit Owners, when a Trustee shall be elected to complete the term of such deceased, resigned or removed Trustee. Declarant shall have the sole right to remove, with or without cause, any Trustee designated in the Articles, or a substitute selected by the Declarant, and select the successor of any Trustee so selected who dies, resigns, is removed or leaves office for any reason before the election of Trustees by all of the Unit Owners as provided in the Declaration.

Section 4. Nomination. Nominations for the election of Trustees to be elected by the Unit Owners shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Unit Owners appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 5. Election. Election to the Board by the Unit Owners shall be by secret written ballot. At such elections, the Unit Owners or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected, and likewise, those receiving the largest number of votes shall be elected to the longest terms. Cumulative voting is not permitted.

Section 6. Compensation. Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, no Trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7. Regular Meetings. Regular meetings of the Board shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by any three Trustees, after not less than three days notice to each Trustee.

Section 9. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Trustees entitled to cast a majority of the voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 10. Voting Power. Except as otherwise provided in the Condominium organizational documents, or by law, vote of a majority of the Trustees voting on any matter that



may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 11. Action In Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Trustees.

Section 12. Powers. The Board shall exercise all powers and authority, under the law, and under the provisions of the Condominium organizational documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominium organizational documents;
- (b) obtain insurance coverage no less than that required pursuant to the Declaration;
- (c) repair, maintain and improve the Common Areas;
- (e) establish, enforce, levy and collect assessments as provided in the Declaration;
- (f) adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of Unit Owners, occupants and their guests thereon, and establish penalties for the infraction thereof;
- (g) suspend the voting rights of a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for each infraction of published rules and regulations or of any provisions of the Condominium organization documents);
- (h) declare the office of a member of the Board to be vacant in the event such Trustee shall be absent from three consecutive regular meetings of the Board;
- (i) authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association and to facilitate the efficient operation of the property; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in

the Declaration, and the receipt and disbursement of funds as may be authorized by the Board - the terms of any management agreements shall be as determined by the Board to be in the best interest of the Association, subject, in all respects, to the provisions of the Condominium organizational documents); .

- (j) cause funds of the Association to be invested in such reasonable investments as the Board may from time to time determine;
- (k) borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan; and
- (l) do all things and take all actions permitted to be taken by the Association by law, or the Condominium organizational documents not specifically reserved thereby to others.

Section 13. Duties. It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit Owners at each annual meeting of Unit Owners, or at any special meeting when such statement is requested in writing by Unit Owners representing 1/2 or more of the voting power of Unit Owners;
- (b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
  - (i) fix the amount of assessments against each Unit;
  - (ii) give written notice of each assessment to every Unit Owner subject thereto within the time limits set forth therein; and
  - (iii) foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Unit Owner(s) personally obligated to pay the same, or both;
- (d) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;

- (e) procure and maintain insurance and bonds as provided in the Declaration, and as the Board deems advisable;
- (f) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
- (g) cause the restrictions created by the Declaration to be enforced; and
- (h) take all other actions required to comply with all requirements of law and the Condominium organizational documents.

## **ARTICLE V**

### **OFFICERS**

Section 1. Enumeration of Offices. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer need be a member of the Association nor need any officer be a Trustee. The same person may hold more than one office.

Section 2. Selection and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

- (a) President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.
- (b) Treasurer. The treasurer shall assume responsibility for the receipt and deposit in such bank accounts and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as

directed by the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the Unit Owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit Owners.

- (c) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit Owners, serve notice of meetings of the Board and of the Unit Owners, keep appropriate current records showing the names of Unit Owners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.

## **ARTICLE VI**

### **COMMITTEES**

The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

## **ARTICLE VII**

### **BOOKS AND RECORDS**

The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit Owners and the holders and insurers of first mortgages on Units. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Unit Owners, holders, insurers and guarantors of first mortgages on Units, and prospective purchasers, current copies of the Condominium Organizational Documents and the rules and regulations governing operation of the Condominium.

## **ARTICLE VIII**

### **AUDITS**

The Board shall cause the preparation and furnishing of an audited financial statement for the immediately preceding fiscal year, within a reasonable time following request (provided that no such statement need be furnished earlier than ninety days following the end of such fiscal year), in the following circumstances:

1. to each requesting Unit Owner, at the expense of the Association, upon the affirmative vote of Unit Owners exercising a majority of the voting power of Unit Owners; and

2. upon the request of the holders of 51% or more of the first mortgagees on Units, provided the audit, if an audited statement is not already available, shall be prepared at the expense of such holders.

#### **ARTICLE IX** **FISCAL YEAR**

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

#### **ARTICLE X** **AMENDMENTS**

Any modification or amendment of these By-Laws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Recorder of the county in which the Condominium is located.

IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these By-laws to be duly adopted on or as of the 20 day of Sept., 2001.

«AK3:465805\_1»

**LEGAL DESCRIPTION OF ADDITIONAL PROPERTY**

*[Four diagonal lines of heavy noise or redaction, likely obscuring the legal description text.]*

**EXHIBIT D**

35639-61

EXHIBIT D

PARCEL 1

Situated in the Township of Granger, County of Medina and State of Ohio and known as being part of Lot 40 in said Township and more fully described as follows:

Beginning at the southwesterly corner of said Lot 40 (a boat spike was found at the southeasterly corner of said Lot 40 Due East, 2,596.68 feet from said southwesterly corner and a 1/2 inch open end pipe was found S 01° 04' 00" W, 30.00 feet from said southwesterly corner):

Thence N 01° 04' 00" E, 670.00 feet along the westerly line of said Lot 40 to a point (a capped 5/8 inch rebar was found with I.D. #6688, S. 72° 54' 52" W, 0.07 feet from said point);

Thence S 88° 56' 00" E, 258.88 feet to a point on the westerly line of Granger Lake Condominium No. 4, Phase III as recorded in Volume 20, Page 118 of the Medina County Record of Plats (a railroad track spike was found S 79° 03' 16" W, 0.72 feet from said point);

Thence S 35° 27' 27" W, 58.53 feet along the westerly line of said Granger Lake Condominium NO. 4 to a point on the northerly line of Granger Lake Condominium NO. 3 as recorded in Volume 17, Page 263 of the Medina County Record of Plats (a capped 5/8 inch rebar was found with I.D. #6688, N 84° 29' 59" W, 0.69 feet from said point);

Thence S 65° 00' 00" W, 35.00 feet along said northerly line of Granger Lake Condominium No. 3 to a point (a 5/8 inch rebar was found N 87° 00' 33" W, 0.81 feet from said point);

Thence S 14° 15' 28" E, 621.75 feet along the westerly line of said Granger Lake Condominium No. 3 to a point on the southerly line of said Lot 40 and being on the centerline of Granger Road, C.H. 21 (60' wide); (a 5/8 inch rebar was found with I.D. #6688, N 15° 16' 41" W, 31.18 feet from said point);

Thence Due WEST, 358.76 feet along the southerly line of said Lot 40 and along the centerline of said Granger Road to the place of beginning and containing 4.1772 acres of land, more or less, as surveyed by Gary L. Phillips, Registered Surveyor with Gary L. Phillips & Associates, Inc. in July, 1996 but subject to all legal roads, highways, easements and restrictions of record.

Bearings contained herein are based on the bearing Due East-West for the centerline of Granger Road and south line of Lot 40 as indicated in Volume 17, Page 263 of the Medina County Record of Plats. Bearings are used to denote angles only.

(Grantor also assigns to Grantee, Grantee's successors and assigns, all of its right, title and interest in eleven (11) recreational leases associated with the premises.

PPN 005-070-23-144

35639-62

PARCEL 2

Situated in the Township of Granger, County of Medina and State of Ohio and known as being part of Lot 40 in said Township and more fully described as follows:

Beginning at the southwesterly corner of said Lot 40 (a boat spike was found at the southeasterly corner of said Lot 40 Due East, 2,596.68 feet from said southwesterly corner and a 1/2 inch open end pipe was found S 01° 04' 00" W, 30.00 feet from said southwesterly corner); thence N 01° 04' 00" E, 670.00 feet along the westerly line of said Lot 40 to the true place of beginning (a capped 5/8 inch rebar was found with I.D. #6688, S 72° 54' 52" W, 0.07 feet from said point);

Thence continuing N 01° 04' 00" E, 537.68 feet along the said westerly line of Lot 40 to a point (a 1/2 inch rebar was found Due EAST, 0.39 feet from said point); said point also being the northwesterly corner of a parcel being part of Phase III in Granger Lake Condominium No. 4 as recorded in Volume 20, Page 118 of the Medina County Record of Plats;

Thence S 44° 05' 08" E, 526.07 feet along the southwesterly line of said Phase III to a point (a railroad track spike was found; S 52° 41' 49" W, 0.31 feet from said point);

Thence S 35° 27' 27" W, 201.98 feet along a westerly line of said Granger Lake Condominium No. 4 to a point (a railroad track spike was found S 79° 03' 16" W, 0.72 feet from said point);

Thence N 88° 56' 00" W, 258.88 feet to the true place of beginning and containing 2.7971 acres of land, more or less, as surveyed by Gary L. Phillips, Registered Surveyor with Gary L. Phillips & Associates, Inc. in July, 1996 but subject to all legal roads, highways, easements and restrictions of record.

Bearings contained herein are based on the bearing Due East-West for the centerline of Granger Road and south line of Lot 40 as indicated in Volume 17, Page 263 of the Medina County Record of Plats. Bearings are used to denote angles only.

Grantor also assigns to Grantee, Grantees' successors and assigns, all of its right, title and interest in fifteen (15) recreational leases associated with the premises.

PPN 005-07D-18-082

20165-4

EXCEPTING THEREFROM THE FOLLOWING 4 Parcels

35639-63



**THE HENRY G. REITZ ENGINEERING CO.***Civil Engineers and Surveyors*

4214 ROCKY RIVER DRIVE

CLEVELAND, OHIO 44135-1948

Donald E. Woike, P.S., *President*Stuart W. Sayler, P.E., P.S., *Vice Pres.*James T. Sayler, P.E., P.S., *Vice Pres.*Linda S. Rerko, *Sec.-Treas.*

TELEPHONE: (216) 251-3033

FACSIMILE: (216) 251-5149

EMAIL: reitzeng@stratos.net

June 11<sup>th</sup>, 2001**Description of Granger Lakes Condominium No. 5 Phase 1****Units 71, 72, 73 and 74****PARCEL 1**

Situated in the Township of Granger, County of Medina and State of Ohio, and known as being part of Granger Township Lot No. 40, and being part of Parcel I of land conveyed to Bishop Homes of Copley, Inc. by Document No. 2000OR020165 of Medina County Records, and bounded and described as follows:

Beginning on the centerline of Granger Road, C. H. 21, 60 feet wide, at the Southwesterly corner of said Granger Township Lot No. 40, which point is N. 1d 04' 00" W., 30.00 feet from a 1/2" iron pin found on the Southerly line of Granger Road, C.H. 21;

Thence N. 90d 00' 00" E., along the centerline of Granger Road, C.H. 21, which line is also the Southerly line of said Granger Township Lot No. 40, a distance of 153.95 feet;

Thence N. 0d 00' 00" E., a distance of 95.01 feet to a point of curvature;

Thence Northerly, a distance of 22.62 feet on the arc of a circle deflecting to the left, whose central angle is 4d 19' 13", whose radius is 300.00 feet and whose chord bears N. 2d 09' 36" W., a distance of 22.61 feet to the principal place of beginning;

Thence S. 80d 31' 57" W., a distance of 125.50 feet;

Thence N. 9d 28' 03" W., a distance of 97.70 feet;

Thence N. 80d 31' 57" E., a distance of 122.91 feet;

Thence Southerly, a distance of 37.10 feet on the arc of a circle deflecting to the left, whose central angle is 7d 05' 07", whose radius is 300.00 feet and whose chord bears S. 12d 23' 09" E., a distance of 37.07 feet to a point of reverse curvature;

Thence Southerly, a distance of 60.78 feet on the arc of a circle deflecting to the right, whose central angle is 11d 36' 30", whose radius is 300.00 feet and whose chord bears S 10d 07' 29" E., a distance of 60.68 feet to the principal place of beginning, and containing 0.2807 acres (12,227 square feet) of land in Units 71 and 72, according to a survey by The Henry G. Reitz Engineering Company, Stuart W. Sayler, Registered Surveyor No. S-8028, dated June, 2001, be the same more or less, but subject to all legal highways and easements of record.

**PARCEL 2**

Situated in the Township of Granger, County of Medina and State of Ohio, and known as being part of Granger Township Lot No. 40, and being part of Parcel I of land conveyed to Bishop Homes of Copley, Inc. by Document No. 2000OR020165 of Medina County Records, and bounded and described as follows:

Beginning on the centerline of Granger Road, C. H. 21, 60 feet wide, at the Southwesterly corner of said Granger Township Lot No. 40, which point is N. 1d 04' 00" W., 30.00 feet from a 1/2" iron pin found on the Southerly line of Granger Road, C.H. 21;

Thence N. 90d 00' 00" E., along the centerline of Granger Road, C.H. 21, which line is also the Southerly line of said Granger Township Lot No. 40, a distance of 153.95 feet;

Thence N. 0d 00' 00" E., a distance of 95.01 feet to a point of curvature;

Thence Northerly, a distance of 83.40 feet on the arc of a circle deflecting to the left, whose central angle is 15d 55' 43", whose radius is 300.00 feet and whose chord bears N. 7d 57' 51" W., a distance of 83.13 feet to a point of reverse curvature;

Thence Northerly, a distance of 89.01 feet on the arc of a circle deflecting to the right, whose central angle is 17d 00' 00", whose radius is 300.00 feet and whose chord bears N. 7d 25' 43" W., a distance of 88.69 feet to a point of tangency;

Thence N. 1d 04' 17" E., a distance of 92.29 feet to the principal place of beginning;

Thence N. 88d 55' 43" W., a distance of 115.90 feet;

Thence N. 1d 04' 13" E., a distance of 97.70 feet;

Thence S. 88d 55' 43" E., a distance of 118.31 feet;

Thence Southerly, a distance of 27.79 feet on the arc of a circle deflecting to the left, whose central angle is 9d 57' 05", whose radius is 160.00 feet and whose chord bears S. 6d 02' 50" W., a distance of 27.75 feet to a point of tangency;

Thence S. 1d 04' 17" W., a distance of 70.06 feet to the principal place of beginning, and containing 0.2605 acres (11,346 square feet) of land according to a survey by The Henry G. Reitz Engineering Company, Stuart W. Saylor, Registered Surveyor No. S-8028, dated June, 2001, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the centerline of Granger Road having of bearing of N. 90d 00' 00" E., per Granger Lake Condominium No. 3, recorded in Plat Book 17, Page 263 and used to denote angles only.

**THE HENRY G. REITZ ENGINEERING CO.***Civil Engineers and Surveyors*

4214 ROCKY RIVER DRIVE

CLEVELAND, OHIO 44135-1948

Donald E. Woike, P.S., *President*Stuart W. Sayler, P.E., P.S. *Vice Pres.*James T. Sayler, P.E., P.S., *Vice Pres.*Linda S. Rerko, *Sec.-Treas.*

TELEPHONE: (216) 251-3033

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EMAIL: reitzeng@stratos.net

June 11<sup>th</sup>, 2001 rev. 10-02-01**Description of Granger Lakes Condominium No. 5 Phase 1  
Block "A" Common Area**

Situated in the Township of Granger, County of Medina and State of Ohio, and known as being part of Granger Township Lot No. 40, and being part of Parcel I of land conveyed to Bishop Homes of Copley, Inc. by Document No. 2000OR020165 of Medina County Records, and bounded and described as follows:

Beginning on the centerline of Granger Road, C. H. 21, 60 feet wide, at the Southwesterly corner of said Granger Township Lot No. 40, which point is N. 1d 04' 00" W., 30.00 feet from a 1/2" iron pin found on the Southerly line of Granger Road, C.H. 21;

Thence N. 90d 00' 00" E., along the centerline of Granger Road, C.H. 21, which line is also the Southerly line of said Granger Township Lot No. 40, a distance of 153.95 feet to the principal place of beginning;

Thence N. 0d 00' 00" E., a distance of 95.01 feet to a point of curvature;

Thence Northerly, a distance of 83.40 feet on the arc of a circle deflecting to the left, whose central angle is 15d 55' 43", whose radius is 300.00 feet and whose chord bears N. 7d 57' 51" W., a distance of 83.13 feet to a point of reverse curvature;

Thence Northerly, a distance of 89.01 feet on the arc of a circle deflecting to the right, whose central angle is 17d 00' 00", whose radius is 300.00 feet and whose chord bears N. 7d 25' 43" W., a distance of 88.69 feet to a point of tangency;

Thence N. 1d 04' 17" E., a distance of 162.35 feet to a point of curvature;

Thence Northeasterly, a distance of 166.25 feet on the arc of a circle deflecting to the right, whose central angle is 59d 32' 02", whose radius is 160.00 feet and whose chord bears N. 30d 50' 18" E., a distance of 158.87 feet to a 3/8" P.K. Nail set on the Southwesterly line of the Granger Lake Condominium No. 3, as shown by the recorded plat in Volume 17, Page 263 of Medina County Plat Records;

Thence S. 14d 15' 28" E., along the Southwesterly line of said Granger Lake Condominium No. 3, passing by a 5/8" capped (#6688) iron pin found at 581.94 feet, 0.60 feet West, a distance of 581.94 feet to the centerline of Granger Road, C.H. 21, which line is also the Southerly line of said Original Granger Township Lot No. 40;

Thence S. 90d 00' 00" W., along the centerline of Granger Road, C.H. 21, which line is also the Southerly line of said Original Granger Township Lot No. 40, a distance of 204.81 feet to the principal place of beginning, and containing 1.8376 acres (80,044 square feet) of land according to a survey by The Henry G. Reitz Engineering Company, Stuart W. Sayler, Registered Surveyor No. S-8028, dated June, 2001, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the centerline of Granger Road having of bearing of N. 90d 00' 00" E., per Granger Lake Condominium No. 3, recorded in Plat Book 17, Page 263 and used to denote angles only.

Block "A"

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**THE HENRY G. REITZ ENGINEERING CO.***Civil Engineers and Surveyors*4214 ROCKY RIVER DRIVE  
CLEVELAND, OHIO 44135-1948Donald E. Woike, P.S., *President*  
Stuart W. Sayler, P.E., P.S., *Vice Pres.*  
James T. Sayler, P.E., P.S., *Vice Pres.*  
Linda S. Rerko, *Sec. Treas.*TELEPHONE: (216) 251-3033  
FACSIMILE: (216) 251-5149  
EMAIL: reitzeng@stratos.netJune 11<sup>th</sup>, 2001 rev. 10-2-01**Description of Granger Lakes Condominium No. 5 Phase 1  
Block "B" Common Area**

Situated in the Township of Granger, County of Medina and State of Ohio, and known as being part of Granger Township Lot No. 40, and being part of Parcel I of land conveyed to Bishop Homes of Copley, Inc. by Document No. 2000OR020165 of Medina County Records, and bounded and described as follows:

Beginning on the centerline of Granger Road, C. H. 21, 60 feet wide, at the Southwesterly corner of said Granger Township Lot No. 40, which point is N. 1d 04' 00" W., 30.00 feet from a 1/2" iron pin found on the Southerly line of Granger Road, C.H. 21;

Thence N. 1d 04' 00" E., along the Westerly line of said Granger Township Lot No. 40, passing by a 1/2" iron pin found at 29.35 feet, 0.47 feet West, a distance of 670.00 feet to the Southwesterly corner of Parcel II of land conveyed to Bishop Homes of Copley, Inc., by deed recorded in Document No. 2000OR020165 of Medina County Records, at which point a 5/8" capped (#6688) iron pin was found 0.02 feet South and 0.66 feet West;

Thence S. 88d 56' 00" E., along the Southerly line of land so conveyed to Bishop Homes of Copley, Inc., a distance of 258.88 feet to a 5/8" capped (Reitz Eng) iron pin found on the Northwesterly line of the Granger Lake Condominium No. 4 Phase III, as shown by the plat recorded in Volume 20, Page 118 of Medina County Plat Records;

Thence S. 35d 27' 27" W., along the Northwesterly line of said Granger Lake Condominium No. 4 Phase III, a distance of 58.53 feet to the Northwesterly line of the Granger Lake Condominium No. 3, as shown by the recorded plat in Volume 17, Page 263 of Medina County Plat Records, at which point a 5/8" capped (#6688) iron pin was found 0.08 feet North and 0.66 feet West;

Thence S. 65d 00' 00" W., along the Northwesterly line of said Granger Lake Condominium No. 3, a distance of 35.00 feet to a 5/8" capped (Reitz Eng) iron pin set at the Westerly corner thereof;

Thence S. 14d 15' 28" E., along the Southwesterly line of said Granger Lake Condominium No. 3, a distance of 39.81 feet to a 3/8" P.K. Nail set;

Thence Southwesterly, a distance of 166.25 feet on the arc of a circle deflecting to the left, whose central angle is 59d 32' 02", whose radius is 160.00 feet and whose chord bears S. 30d 50' 18" W., a distance of 158.87 feet to a point of tangency;

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Thence S. 01d 04' 17" W., a distance of 162.35 feet to a point of curvature;

Thence Southerly, a distance of 89.01 feet on the arc of a circle deflecting to the left, whose central angle is 17d 00' 00", whose radius is 300.00 feet and whose chord bears S. 7d 25' 43" E., a distance of 88.69 feet to a point of reverse curvature;

Thence Southerly, a distance of 83.40 feet on the arc of a circle deflecting to the right, whose central angle is 15d 55' 43", whose radius is 300.00 feet and whose chord bears S. 7d 57' 51" E., a distance of 88.69 feet to a point of tangency;

Thence S. 0d 00' 00" W., a distance of 95.01 feet to a 3/8" P.K. Nail set on the centerline of Granger Road, C.H. 21, which line is also the Southerly line of said Original Lot No. 40;

Thence S. 90d 00' 00" W., along the centerline of Granger Road, which line is also the Southerly line of said Granger Township Lot No. 40, a distance of 153.95 feet to the principal place of beginning, and containing 2.3396 acres (101,916 square feet) of land according to a survey by The Henry G. Reitz Engineering Company, Stuart W. Sayler, Registered Surveyor No. S-8028, June, 2001 dated, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the centerline of Granger Road having of bearing of N. 90d 00' 00" E., per Granger Lake Condominium No. 3, recorded in Plat Book 17, Page 263 and used to denote angles only.

Block "B"  
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