

For Plat see Vol. 22 Page 45  
 " Submission of 907. see Vol. 996 Pg. 235  
 For Certificate of Death See Vol. 982 Pg. 528.  
 For Private Rd. Agreement see Vol. 1014 Pg. 797  
 For Certificate of Lien see Vol. 1042 Pg. 07

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

✓ CONCORD DOWNS OF WALDEN CONDOMINIUM ✓

17

This will certify that copies of this Declaration with the following exhibits attached thereto have been filed in the office of the County Recorder of Portage County, Ohio:

1. Exhibit "A" - Legal description of real property.
2. Exhibit "B" - Address of Condominium
3. Exhibit "C" - Drawings, showing general plan and location of 18 condominium buildings.
4. Exhibit "C-1" - Detailed Building Sheets 1-18
5. Exhibit "C-2" - Sheets 1-18 Illustrated Architectural Drawings
6. Exhibit "D" - Condominium Association By-Laws
7. Exhibit "E" - Schedule of Percentages on Interest
8. Exhibit "F" - Easement for Common Private Drive

Portage County Auditor

Victor Biasella

Dated: August 1, 1975

This instrument prepared by:

Charles E. Zumkehr  
 of Williams, Purtill, Zumkehr and Welser  
 Huntington Bank Building  
 117 East Main Street  
 Kent, Ohio 44240  
 (216) 673-3444

TRANSFERRED

SEC. 319.64 (F-2) 3.50  
 SEC. 319.202 \_\_\_\_\_

AUG 1 - 1975

Victor Biasella  
 PORTAGE COUNTY AUDITOR

*Filed* 183605

RECEIVED FOR RECORD  
Aug. 1 1975  
 At 1:52 O'clock P.M.  
 Recorded Aug 4 1975  
 In Portage County Records  
 Of Dieda  
 Vol. 921 Page 88-185  
 GLENDA ENDERS  
 PORTAGE COUNTY RECORDER  
 Fee 99.50

INDEXED

VOL 921 Pg 88

INDEX

<u>Item</u>	<u>Page No.</u>
Legal Description and Definitions. . . . .	1
Legal Description. . . . .	1
Definitions. . . . .	1
Unit . . . . .	1
Unit Owner . . . . .	1
Association. . . . .	1
Common Areas and Facilities. . . . .	1
Limited Common Areas and Facilities. . . . .	2
Common Expenses. . . . .	2
Condominium Property . . . . .	2
Name and Address . . . . .	2
The Purpose of and Restrictions on Use of Condominium Property. . . . .	2
Purpose. . . . .	2
Restrictions . . . . .	3
Obstruction of Common Areas and Facilities . . . . .	3
Hazardous Uses and Waste . . . . .	3
Exterior Surfaces of Buildings . . . . .	3
Animals and Pets . . . . .	3
Nuisances. . . . .	3
Impairment of Structural Integrity of Building . . . . .	4
Laundry or Rubbish in Common Areas and Facilities. . . . .	4
Use of Common Areas and Facilities . . . . .	4
Prohibited Activities. . . . .	4
Alteration of Common Areas and Facilities. . . . .	4
Rental of Units. . . . .	4
Rights in Other Lands. . . . .	4
General Description of Buildings . . . . .	5
Information About Condominium Property . . . . .	5
Units. . . . .	5
Common and Limited Common Areas and Facilities . . . . .	6
Description of Common Areas and Facilities . . . . .	6
Use of Common Areas and Facilities . . . . .	7
Ownership of Common Areas and Facilities . . . . .	7
Description of Limited Common Areas and Facilities . . . . .	7
Partition. . . . .	7
General Provisions as to Units and Common Areas and Facilities. . . . .	7
Maintenance of Units . . . . .	7
By the Association . . . . .	7
By the Unit Owner. . . . .	7
Use and Maintenance of Common Areas and Facilities . . . . .	8
Regulation by Association. . . . .	8
Management, Maintenance, Repairs, Alterations and Improvements. . . . .	9

Legibility poor on  
original instrument  
GLEND A ENDERS  
Portage County Recorder

VOL 921 Pg 89 183605

<u>Item</u>	<u>Page No.</u>
Repairs to Common Areas and Facilities Necessitated by Unit Owners Acts . . . . .	9
Use and Maintenance of Limited Common Areas and Facilities . . . . .	9
Construction Defects . . . . .	9
Effect of Insurance or Construction Guarantees . . . . .	9
No Severance of Ownership. . . . .	9
Easements. . . . .	10
Encroachments. . . . .	10
Maintenance Easements. . . . .	10
Easements for Certain Utilities. . . . .	10
Easements Through Walls Within Units . . . . .	10
Easements for Garages and Parking. . . . .	11
Other Easements. . . . .	11
Easement for Common Private Drive. . . . .	11
Easements to Run With the Land . . . . .	11
Unit Owners' Association . . . . .	11
Membership . . . . .	11
The Board of Managers and Officers . . . . .	12
Administration of Condominium Property . . . . .	12
Service of Process . . . . .	12
Assessments. . . . .	12
General. . . . .	12
Division of Common Profits and Common Expenses . . . . .	12
Non-Use of Facilities. . . . .	13
Lien of Association. . . . .	13
Priority of Association's Lien . . . . .	13
Non-Liability of Judicial Sale Purchaser for Past Due Common Expenses . . . . .	13
Liability for Assessments Upon Voluntary Conveyance. . . . .	14
Dispute as to Common Expenses. . . . .	14
Insurance. . . . .	14
Fire and Extended Coverage Insurance . . . . .	14
Public Liability Insurance . . . . .	15
Insurance Premiums . . . . .	15
Damage or Destruction and Restoration of Buildings . . . . .	15
Sufficient Insurance . . . . .	15
Insufficient Insurance . . . . .	15
Non-Restoration of Damage or Destruction . . . . .	16
Rehabilitation and Other Improvements. . . . .	17
Removal from Condominium Ownership . . . . .	17
Amendment of Declaration and By-Laws . . . . .	17
Remedies for Breach of Covenants and Regulations . . . . .	18
Abatement and Enjoinment . . . . .	18
Involuntary Sale . . . . .	18

VOL 921 Pg 90 183605

<u>Item</u>	<u>Page No.</u>
Sale, Lease, Rental or other Disposition . . . . .	19
Sale, or lease . . . . .	19
Gift . . . . .	20
Devise . . . . .	21
Judicial Sale . . . . .	21
Consent of Voting Members . . . . .	21
Release, Waiver, and Exemptions to Option . . . . .	22
Proof of Termination of Option . . . . .	22
Financing of Purchase Under Option . . . . .	22
Cooperative Common Property and Facilities . . . . .	23
Miscellaneous Provisions . . . . .	24

DECLARATION OF CONDOMINIUM  
CONCORD DOWNS OF WALDEN CONDOMINIUM  
CITY OF AURORA, PORTAGE COUNTY, OHIO

WHEREAS, Portage Homes, Inc., an Ohio Corporation, hereinafter referred to as "Developer" is the owner in fee simple of Parcel A, attached hereto and incorporated by reference herein; and

WHEREAS, A Warranty Deed and Declaration of Covenants and Restrictions from developer has been recorded imposing certain covenants, restrictions easements, charges, and liens against said Parcels; and

WHEREAS, it is the desire of Developer to submit said Parcel A, together with the improvements constructed thereon and described herein to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

NOW, THEREFORE, Developer hereby declares:

Article I. Legal Description and Definitions.

A. Legal Description.

The legal description of the real property is attached hereto and marked Exhibit A.

B. Definitions. The following terms used herein are defined as follows:

- 1) Unit - means "unit" as is defined by Section 5311.01 (G) of the Ohio Revised Code and includes only the layout and delineation of a unit as shown on the drawings marked Exhibit C.
- 2) Unit Owner - means "unit Owner" as is defined by Section 5311.01 (H) of the Ohio Revised Code.
- 3) Association - means Concord Downs of Walden Condominium Association and also shall mean the same as "unit owners association" as defined by Section 5311.01 (J) of the Ohio Revised Code.
- 4) Common areas and facilities - means common areas and facilities as defined in Section 5311.01 (B) of the Ohio Revised Code.

VOL 921 PG 92  
183605

- 5) Limited Common Areas and Facilities - means limited common areas and facilities as defined in Section 5311.01 of the Ohio Revised Code which areas are so designated on the drawings and referred to in the drawings and the Declaration and By-Laws as "L.C.A."
- 6) Common Expenses - means:
  - i) Common expense as defined in Section 5311.01 (D) of the Ohio Revised Code.
  - ii) Expenses of administration, expense of maintenance, operation, repair or replacement of the common areas and facilities and of the portions of units to be maintained by the Association.
  - iii) Expenses declared to be common expenses by provisions of this Declaration or the By-Laws.
  - iv) Any valid charge against the condominium as a whole.
- 7) Condominium Property - means the real property described in Exhibit A and all buildings and other improvements thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the unit owners.
- 8) All terms used herein which are defined in Chapter 5311 of the Ohio Revised Code have the same meaning herein.

Article II. Name and Address.

The name by which this condominium is to be identified is "Concord Downs" of Walden Condominium and its address is to be designated in Exhibit "B".

Article III. The Purpose of and Restrictions on Use of Condominium Property.

A. Purpose.

No part of the Condominium Property shall be used for other than single family housing and the common recreational purposes for which the property was designed. Each unit shall be used for a single family and for no other purpose. An owner may use a portion of his unit for his office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other owner or occupant; and providing further that it does not involve the personal services of any unit owner.

VOL 921 Pg 93 183605

B. Restrictions.

- 1) Obstruction of Common Areas and Facilities. - There shall be no obstruction of the common areas and facilities nor shall anything be stored in the common areas and facilities without the prior consent of the Association except as hereafter expressly provided. Each unit owner shall be obligated to maintain and keep in good order and repair, his own unit.
- 2) Hazardous Uses and Waste - Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rate of insurance of the building or contents thereof, applicable for residential use. No unit owner shall permit anything to be done or kept in his unit or the L.C.A. appertaining thereto, or in the common areas and facilities which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste will be committed in any part of the Condominium Property.
- 3) Exterior Surfaces of Buildings - Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building and no sign, awning, canopy, shutter, radio and/or television antenna or article of any kind whatsoever shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Association, other than those originally provided by the Developer.
- 4) Animals and Pets - No animals, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any unit or in the common areas and facilities, except that dogs, cats, or other common and accepted household pets may be kept in units, subject to rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that when such pet shall be outside the unit on common property of facilities, the owner shall at all times have said pet under its control and discipline. Further, such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon five (5) days' written notice from the Board of Managers of the Association.
- 5) Nuisances - No noxious or offensive activity shall be carried on in any unit or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants.

VOL 921 Pg 94

183605

- 6) Impairment of Structural Integrity of Building - Nothing shall be done in any unit or in or on to the common areas and facilities which will impair the structural integrity of the building or which would structurally change the building.
- 7) Laundry or Rubbish in Common Areas and Facilities - No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the common areas and facilities. The common areas and facilities shall be kept free and clear of rubbish, debris, and other unsightly materials.
- 8) Use of Common Areas and Facilities - There shall not be placed or parked any recreational implement, lawn furniture, boats, trailers, vehicles, toys, or other similar articles on any part of the common areas and facilities except in accordance with rules and regulations therefore adopted by the Association.
- 9) Prohibited Activities - No industry, business, trade, occupation or profession of any kind, commercial, religious educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained, or permitted on any part of the Condominium Property. Notwithstanding anything contained in the Declaration or these By-Laws, the Developer and its successor developers shall have the right to use one or more units for business or promotion purposes, including, but not limited to sales offices and model units.
- 10) Alteration of Common Areas and Facilities - Nothing shall be altered or constructed in or removed from the common areas and facilities except as hereinafter provided and except upon the written consent of the Association.
- 11) Rental of Units-The respective units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as rental for any period less than sixty (60) days. Other than the foregoing obligations, the owners of the respective units shall have the absolute right to lease the same in conformity with the By-Laws attached hereto as Exhibit D, provided that said lease shall require the lessee to abide by the terms of the Declaration and the By-Laws as well as the rules and regulations, and shall give to the Board of Managers the right to dispossess or otherwise act for the unit owner in case of default under the lease or for violation of the By-Laws or the rules and regulations. The unit owner shall continue liable for all obligations of ownership of his unit and shall be responsible to the Board of Managers for the conduct of his lessee. Copies of all such leases shall be delivered to the Board of Managers.

C. Rights in Other Lands.

A warranty Deed and Declaration of Covenants and Restrictions from Portage Homes, Inc., has been recorded imposing certain covenants, restrictions, easements and charges and liens against the lands on which this condominium is located. Said Deed and Declaration is dated July 20, 1975, and is recorded in The Portage County Record of Deeds. All unit

VOL 921 Pg 95

183605



owners have all of the rights, privileges and responsibilities created or imposed by said Deed and Declaration, including but not limited to all rights, privileges and responsibilities as a member of the Walden Association as same is established in said Deed and Declaration. Said Deed and Declaration is hereby incorporated by reference herein as if fully rewritten.

Article IV. General Description of Building and Improvements.

A) Buildings.

- 1) There are 18 buildings, both single and multi-family level constructed of wood, brick, block, and glass construction containing in the aggregate 35 separate condominium units. The location, layout, designation and boundaries of said units and the location, layout, designation and boundaries of the common areas and limited common areas, in so far as is graphically practical are shown on the set of drawings set forth in Exhibit C attached hereto and incorporated by reference herein.
- 2) Also attached hereto and a part of Exhibit C are certain typical architectural views and typical unit interior layouts which are not intended to be part of the drawings required by Section 5311.07 of the Ohio Revised Code or as later amended but are intended to be used for an architectural reference only since the units are custom designed.

- B) There have also been constructed paved asphalt drives which wind through the common property providing each with paved access to parking areas and Walden Drive, a dedicated City of Aurora street.

Article V. Information about Condominium Property.

A. Units.

Each of the units hereinbefore declared and established as a freehold estate shall consist of all the space bounded by the undecorated surfaces of the perimeter walls, floors, and ceilings of each unit, including the vestibules, balconies, and garages, if any, as designated on the Drawings, projected, if necessary, by any partitions or roof rafters to constitute a complete enclosure of space, provided that, wherever

VOL 921 Pg 96  
183605

such undecorated surfaces or the area immediately adjoining such surfaces consist of plaster or plasterboard or concrete or wooden floor, all of such plaster or plasterboard or concrete or wooden floor contiguous to such surface shall be included within the unit but excepting the space occupied thereby lying outside the perimeters of the unit. The dimensions, layouts, and descriptions of each such unit are shown on the drawings and include without limitation:

- 1) The decorated surfaces, including paint, lacquer varnish, wallpaper, tile and any other finishing materials applied to said perimeter walls, floors, and ceilings, and also the aforesaid finishing materials applied to the interior walls, floors, and ceilings.
- 2) All window sashes and doors inclusive of door frames in the interior and perimeter walls and space occupied thereby.
- 3) The space within all fixtures located within the bounds of a unit and the space occupied by the fixtures themselves.
- 4) All unenclosed space, if any, within or occupied by structural parts of the building which may project into the unit, as defined above, from the unfinished perimeter floor level to the unfinished perimeter ceiling level and including by way of illustration but not by way of limitation the space between the shelves of built-in bookcases, if any, the space within built-in cabinets, if any and the hearths lying within fireplaces, if any.
- 5) All space between interior walls, floors, ceilings, including the space occupied by structural and component parts of the building and by utility pipes, wires and conduits.
- 6) All enclosed space, if any, between the roof and finished ceilings which is normally referred to as attic space.

But, excepting therefrom all of the following items located within the bounds of the unit as defined above.

- 1) The structural and component parts of all interior walls, floors and ceilings, except the decorated surfaces thereof.
- 2) All structural portions of the building, lying within the bounds of the unit as above defined.
- 3) All plumbing, electric, heating and other utility or service lines, pipes, wires, plugs and outlets lying within the bounds of a unit as above defined but which also service other units within the Condominium Property.

Each unit fronts directly upon and has access to the land upon which the condominium is situated.

**B. Common and Limited Common Areas and Facilities.**

- 1) Description of Common Areas and Facilities -The entire balance of the land and improvements thereon, including, but not limited to, all buildings, founda-

Vol 921 Pg 97

183605

tions, roofs, main and supporting walls, exterior parking spaces and storage spaces, community and commercial facilities, sewer pipes, water mains, pumps, trees lawns, gardens, pavement, wires conduits, utility lines and ducts nor or hereafter situated on the Condominium Property, are hereby declared and established as the common areas and facilities.

2) Use of Common Areas and Facilities - Each owner of a unit shall own an undivided interest in the common areas and facilities as a tenant in common with all other such owners, and, except as otherwise limited in this Declaration and in the By-Laws attached hereto as Exhibit "D" shall have the right to use the common areas and facilities for all purposes incident to the use and occupancy of his unit as a place of residence and such other incidental uses permitted by this Declaration and the By-Laws, including the non-exclusive easement, together with other unit owners to the use and enjoyment of the common areas and facilities and for ingress and egress to and from the respective units, which rights shall be appurtenant to and shall run with his unit.

3) Ownership of Common Areas and Facilities - The percentage of ownership of the common areas and facilities attributable to the ownership interest in each unit, together with the percentage of interest in the Association for voting purposes and for the division of common profits and expenses, as hereinafter described in Section B, of Article VII of this Declaration, shall be as follows:

SEE "SCHEDULE OF UNITS" ATTACHED HERETO AS EXHIBIT "E".

The percentage was determined by the fair value of the unit at the time of recording this Declaration.

4) Description of Limited Common Areas and Facilities - Included in the common areas and facilities but restricted to the use of the owners of the units to which such areas and facilities are appurtenances intended for the service of such units, referred to in Article V, Section A, hereof, are areas, whether open or enclosed, if any, designated or intended solely for the use of one or more of such units to the exclusion of the others, as shown on the Drawings.

5) Partition - There shall be no partition of the common areas and facilities through judicial proceedings or otherwise until this Declaration is terminated and the Condominium Property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership.

Article VI. General Provisions as to Units and Common Areas and Facilities.

A. Maintenance of Units.

- 1) By the Association - The Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions of each unit which contribute to the support of the building, excluding, however, interior walls, ceilings, floor surfaces and the cleaning and maintenance of flues.
- 2) By the Unit Owner - The responsibility of each unit owner shall be as follows:

- a) To maintain, repair and replace at his expense all portions of his unit and the L.C.A. appertaining thereto, and all installations in said unit and the L.C.A. appertaining thereto of such appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any other utility service facilities located within the unit boundaries and the L.C.A. appertaining thereto; said unit owner shall also maintain, repair and replace at his expense any air conditioning and/or heating apparatus located outside his unit which apparatus serves his unit and the L.C.A. appertaining thereto.
- b) To maintain and repair all patios, windows, doors, vestibules and entryways and all associated structures and fixtures therein, which are appurtenances to his unit and the L.C.A. appertaining thereto. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances.
- c) To perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the building.
- d) Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the unit and the L.C.A. appertaining thereto, unless the written consent of the Association is obtained.
- e) To promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association.
- f) Not to make any alterations in the portions of the unit and the L.C.A. appertaining thereto or the building which are to be maintained by the Association or on the common areas and facilities or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the managers of the Association, nor shall any unit owner impair any easement without first obtaining the written consents of the Association and of the owner or owners for whose benefits such easement exists.

**B. Use and Maintenance of Common Areas and Facilities.**

- 1) Regulation by Association- No person shall use the common areas and facilities or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be adopted by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right but not the obligation, to promulgate rules and regulations limiting the use of the common areas and facilities to members of the Association and their respective families, guests, invitees, and servants, as well as to provide for the exclusive use by a unit owner and his guests, for specific occasions, of the recreational areas or other similar facilities. Such use may be conditioned upon, among other things, the payment by the unit owner of such assessment as may be established by the Association for the purpose of defraying costs thereof.

- 2) Management, Maintenance, Repairs, Alterations and Improvements - Except as otherwise provided herein, management, repair, alteration and improvement of the common areas and facilities shall be the responsibility of the Association. The Association may, but shall not be required, to delegate all or any portion of its authority to discharge such responsibility of the Association to a manager, managing agent, or management company. Such delegation may be evidenced by a management contract (which shall not exceed three (3) year's duration), which may be executed on behalf of the Association by the officers of the Association and which shall provide for the duties to be performed by the manager, managing agent, or management company. Upon the expiration of said three year period, the Association, by its Board of Managers, may renew the said management contract for an additional period, or designate a different manager for the property, and enter into a contract with said manager.

C. Repairs to Common Areas and Facilities Necessitated by Unit Owners Acts.

Each owner agrees to maintain, repair and replace at his expense, all portions of the common areas and facilities which may be damaged or destroyed by reason of his own or any occupant's act or neglect, or by the act or neglect of any invitee, licensee, or guest of such owner or occupant.

D. Use and Maintenance of Limited Common Areas and Facilities.

- 1) Each owner agrees to maintain, repair and replace, at his expense, all portions of the L.C.A. appertaining to his unit.
- 2) Association shall not be responsible for the repair, maintenance, or improvement of the L.C.A., except that within said limited areas, snow shall be removed from drives and walkways by Association.
- 3) Owners may not use the L.C.A. unless the Declaration provides that their unit is entitled to the use thereof.

E. Construction Defects

The obligation of the Association and of the owners to repair, maintain and replace the portions of the property for which they are respectively responsible shall not be limited, discharged, or postponed by reason of the fact that any maintenance, repair, or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the property.

F. Effect of Insurance or Construction Guarantees.

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

G. No Severance of Ownership.

No owner shall execute any deed, mortgage, lease or other instrument affecting title to his unit ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common areas and facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed,

mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein. For purposes of conveyance of title to a purchaser of a unit, description by setting forth the name of the Condominium Property, the number of the unit or units and the numbers of the volumes and initial pages of the records of the Declaration and Drawings shall be adequate to convey the fee simple title thereto together with the percentage in and to the common areas and facilities.

#### H. Easements

- 1) Encroachments- In the event that, by reason of the construction, reconstruction, settlement or shifting of the building or the design or construction of any unit and/or the L.C.A. appertaining thereto, any part of the common areas and facilities presently encroaches or shall hereafter encroach upon any part of a unit and/or the L.C.A. appertaining thereto, or any part of a unit and/or the L.C.A. presently encroaches or shall hereafter encroach upon any part of the common areas and facilities, or any other unit, and/or the L.C.A. appertaining thereto or if by reason of the design or construction of systems, any main pipes, ducts or conduits serving more than one unit presently encroaches or shall hereafter encroach upon any part of any unit and/or the L.C.A. appertaining thereto, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such unit and the common areas and facilities, as the case may be, so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the common areas and facilities if such encroachment occurred due to the willful conduct of said owner.
- 2) Maintenance Easements- The owner of each unit shall be subject to easement for access arising from necessity of maintenance or operation of the entire building. The owner of each unit shall have the permanent rights and easements to and through the common areas and facilities and walls for the use of water, sewer, power, television antenna, and other utilities now or hereafter existing within the walls, and further shall have an easement to hang pictures, mirrors and the like upon the walls of his unit.
- 3) Easements for Certain Utilities- The Association may hereafter grant easements for utility purposes for the benefit of the Condominium Property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains and lines, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the common areas and facilities and each unit owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such unit owner, such instruments as may be necessary to effectuate the foregoing.
- 4) Easements Through Walls Within Units- Easements are hereby declared and granted to install, lay, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of the units, whether or not such walls lie in whole or in part within the unit boundaries..

5) Easements for Garages and Parking - Easements are hereby declared and created for ingress and egress into and from each unit owner's garage for the benefit of said unit owner and his guests. No other unit owner or unit owners, invitees, assigns and/or guests shall block or deny access, ingress, or egress to another unit owner to said unit owner's garage. Further easements are hereby declared and created for the benefit of all unit owners and their invitees and guests to park automobiles for a period of no more than twenty-four (24) hours in designated parking areas in the common areas.

6) Other Easements. The Condominium Property is hereby subject to and there is hereby created a fifteen foot 15' easement for access needed to repair, and maintain any lake, pond or waterway which encroaches upon or borders the condominium property.

Said fifteen foot (15') strip of land over which the easement is effective, shall be only over that portion of the condominium property which is adjacent to the lake, pond or waterway.

7) Easement for Common Private Drive - The Condominium Property is subject to a non-exclusive right-of-way and easement recorded in the Portage County Records, a copy of which is attached hereto as Exhibit F and made a part hereof.

8) Easements to Run with the Land - All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof.

9) Rights to Oil and Gas - The Condominium Property is subject to the right of Developer to obtain, explore and drill for producing oil and all gas under said property, however, in no event shall any drilling, or exploration occur on the Condominium Property. All rights to said oil and gas is hereby reserved to the Developer, its successors and assigns.

Article VII. Unit Owners' Association.

A. Membership.

Developer shall cause to be formed a unit owners association to be called the Concord Downs of Walden Condominium Owners Association (hereinafter and before sometimes called the

VOL 921 PG 102

"Association") which shall act as the manager of the Condominium Property. Each unit owner, upon acquisition of title to a unit within the Condominium Property as presently constituted or hereafter enlarged in accordance with Article XV hereof, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his unit ownership, at which time, the new owner or such unit shall automatically become a member of the Association.

B. The Board of Managers and Officers.

The Board of Managers and Officers of the Association elected as provided in the By-Laws of the Association attached hereto as Exhibit D shall exercise the powers discharged the duties and be vested with the rights conferred by operation of law, or except as otherwise specifically provided; however, that in the event any such power, duty or right shall be deemed exercisable or dischargeable by or vested in, an officer or member of the Board of Managers, solely in his capacity as an officer or a member of the Board of Managers, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this Declaration and the By-Laws.

C. Administration of Condominium Property.

The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the By-Laws. Each owner, tenant, or occupant of a unit shall comply with the provisions of this Declaration, the By-Laws, decisions and resolutions of the Association and/or its representatives, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions, shall be grounds for an action to recover sums due for damages or for injunctive relief.

D. Services of Process.

The person to receive service of process for the Association shall be Charles E. Zumkehr, 117 East Main Street, Kent, Ohio, 44240. In the event Charles E. Zumkehr is not registered with the Secretary of State of Ohio as Statutory Agent for the Condominium Owners' Association, an Ohio Corporation, not for profit, the person to receive such services shall be the statutory agent for such corporation.

Article VIII. Assessments.

A. General.

Assessments for the payment of the common expenses shall be made in the manner provided herein, and in the manner provided in the By-Laws.

B. Division of Common Profits and Common Expenses.

The proportionate shares of the separate owners of the respective condominium units in the common profits and the common expenses of the operation of the Condominium Property as well as their proportionate representation for voting purposes in the Association is based upon the proportionate estimated fair value that each of the units bears to the aggregate fair value of all of the units. The acquisition or occupancy of any unit shall be conclusive



evidence against the owner of owner or occupant thereof that the percentage set forth opposite each unit in Exhibit E is in the proportion that the fair value of the unit at the date this Declaration is filed for record, bears to the then aggregate value of all of the units having an interest in the common areas and facilities. The proportionate share of profits and expenses and proportionate representation for voting purposes of each unit owner shall be in accordance with said percentages set forth in Exhibit E. The fair value of each unit as determined by the creator of this Declaration shall be conclusive as to all parties.

C. Non-Use of Facilities

No owner of a unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by the abandonment of his unit.

D. Lien of Association

The Association shall have a lien upon the estate or interest in any unit of the owner thereof and its percentage of interest in the common areas and facilities for the payment of the portion of the common expenses and chargeable against such unit which remain unpaid for ten (10) days after the same have become due and payable from the time a certificate therefore, subscribed by the Association, is filed with the Recorder of Portage County, Ohio pursuant to authorization given by the Board of Managers of the Association. Such certificate shall contain a description of the unit, the name or names of the record owner or owners thereof, and the amount of such unpaid portion of the common expenses. Such lien shall remain valid for a period of five years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the Court in an action brought to discharge such lien as hereinafter provided. In addition, the unit owner and any occupant thereof shall be personally liable for such expenses chargeable for the period of his ownership or occupancy. Said Lien shall also secure any future unpaid common expenses which accrue after the filing of said lien.

E. Priority of Association's Lien

The lien provided for in Section D of this Article VIII shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages which have been filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association.

F. Non-Liability of Judicial Sale Purchaser for Past Due Common Expenses.

Where the mortgagee of a first mortgage of record or other purchaser of a unit acquires title to the unit as a result of a judicial sale resulting from litigation to which the Association has been made a party, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or other assessments by the Association chargeable to such unit which became due prior to the acquisition of title to such unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the units, including that of such acquirer, his successors, or assigns.

VOL 921 Pg 104

183605

G. Liability for Assessments Upon Voluntary Conveyance.

In a voluntary conveyance of a unit, the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments levied by the Association against the grantor and his unit for his share of common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Board of Managers of the Association after demand has been made upon the Association in writing, setting forth the amount of all unpaid assessments against the grantor due to the Association, and such grantee shall not be liable for nor shall the unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement. As used in this paragraph, "grantor" shall include a decedant's estate and "grantee" shall include a devisee or intestate heir of said decedent.

H. Dispute as to Common Expenses.

Any unit owner who believe that the portion of common expenses chargeable to his unit, for which a certificate of lien has been filed by the Association, has been improperly charged against him or his unit may bring action in the Court of Common Pleas for Portage County, Ohio, for the discharge of such lien.

Article IX. Insurance.

A. Fire and Extended Coverage Insurance.

The Association shall obtain for the benefit of all unit owners insurance on all building, structures or other improvements now or at any time hereafter constituting a part of the Condominium Property against loss or damage by fire, lightning and perils as are at this time comprehended within the term "extended coverage", and vandalism and malicious mischief in an amount not less than the replacement value thereof. Such insurance shall be written in the name of, and the proceeds thereof, shall be payable to the Association, as Trustee for each of the unit owners in accordance with the percentage ownership in the common areas and facilities set forth in Exhibit E. Such policy shall provide for built-in or installed fixtures and equipment in an amount not less than the replacement value thereof.

Such insurance by the Association shall be without prejudice to the right of the owner of a unit to obtain individual contents or chattel property insurance, but no unit owner may at any time purchase individual policies of insurance on his unit or his interest in the common areas and facilities as real property unless the Association shall be named insured in such policy.

Such policy of insurance may contain an endorsement recognizing the interest of any mortgage or mortgagees of any unit. Such policy of insurance shall be written with a company licensed to do business in the State of Ohio and holding a rating of "AAA" or better by Bests Insurance Reports. Such policy shall also provide for the

[Vol. 921 Pg. 105

183605

release by the insurer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against any unit owner, member of his family, his tenant, or other occupant of the Condominium Property for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

B. Public Liability Insurance.

The Association shall insure itself, all unit owners and members of their respective families and other persons residing with them in the Condominium Property, their tenants, and all persons lawfully in possession or control of any part of the Condominium Property, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from the common areas and facilities, such insurance to afford protection to a limit of not less than Three Hundred Thousand (\$300,000.00) in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than Five Hundred Thousand (\$500,000.00) in respect to any one occurrence, and to the limit of not less than Twenty-Five Thousand (\$25,000.00) in respect to damage to or destruction of property arising out of any one accident.

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

C. Insurance Premiums.

Insurance premiums for the policies referred to in Sections A and B of this Article IX shall be a common expense.

Article X. Damage or Destruction and Restoration of Buildings.

A. Sufficient Insurance.

In the event the improvements forming a part of the Condominium Property, or any portion thereof, shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of such repair, restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Association in payment therefor; provided, however, that in the event, within thirty (30) days after such damage or destruction, the unit owners, if they are entitled to do so pursuant to Section C of this Article X, shall elect to sell the Condominium Property or to withdraw the same from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken.

B. Insufficient Insurance.

In the event the improvements forming a part of the Condominium Property, or any portion thereof, shall suffer damage or destruction from any cause or peril 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,

VOL 921 Pg 106

183605

then, unless the unit owners shall within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to Section c of this Article X, elect to withdraw the property from the provisions of this Declaration, such repair, restoration or reconstruction of the units so damaged or destroyed shall be undertaken by the Association at the expense of the owners of the units so damaged or destroyed in the same proportions which the cost of repair, restoration or reconstruction of each such Family Unit so damaged or destroyed bears to the total cost of repair, restoration or reconstruction of all such units, and such repair, restoration or reconstruction of all or any part of the common areas and facilities shall be undertaken by the Association at the expense of all the owners of units in the same proportions in which they shall own the common areas and facilities. Should any unit owner refuse or fail after reasonable notice to pay his share of such cost in excess of available insurance proceeds, the amount thereof may be advanced by the Association and the amount so advanced by the Association shall be assessed to such owner and such assessment shall have the same force and effect and, if not paid, may be enforced in the same manner as hereinbefore provided for the non-payment of assessments.

To determine the share of each unit owner of the cost in excess of the available insurance proceeds, the following principles shall govern:

- (1) The cost of repair, restoration or reconstruction of all uninsured and underinsured (to the extent of such underinsurance), damage or destruction to units shall be borne by the unit owner.
- (2) The cost of repair, restoration or reconstruction of the uninsured and underinsured (to the extent of such underinsurance), damage or destruction of common areas shall be borne by the unit owners in proportion to their respective percentages of interest in the common areas and facilities.
- (3) All insured, damages or destroyed portions of the Condominium Property shall be deemed underinsured in the same proportion.

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

The final determination made with the insurers as to insured, uninsured and underinsured damage or destruction shall govern.

C. Non-Restoration of Damage or Destruction.

In the event of substantial damage to or destruction of seventy percent (70%) or more of the units (rounded to the nearest whole unit), the unit owners by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power may elect not to repair or restore such damage or destruction. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any unit owner. In the event of any such sales or a sale of the Condominium.

VOL 921 Pg 107

183605

Property after such election by agreement all unit owners, the net proceeds of the sale, together with the net proceeds of insurance, if any, and all indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all unit owners in proportion to their respective percentages of interest in the common areas and facilities. No unit owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his unit have been paid, released or discharged.

Article XI. Rehabilitation and Other Improvements.

The Association may, by the affirmative vote of unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power, determine that the Condominium Property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board of Managers of the Association shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense. Any unit owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him, on the President of the Association, within ten (10) days after receiving notice of such vote, to receive the fair value of his unit, less the amount of any liens and encumbrances thereof as of the date such vote is taken, in return for a conveyance of his unit, subject to such liens and encumbrances, to the Association. In the event of such election, such conveyance and payment of the consideration therefore, which shall be a common expense to the unit owners who have not so elected, shall be made within thirty (30) days thereafter, and, if such owner and a majority of the Board of Managers of the Association cannot agree upon the fair value of such unit, such determination shall be made by the majority vote of three appraisers, one of which shall be appointed by such unit owner, one of which shall be appointed by the Board of Managers, and the third of which shall be appointed by the first two appraisers.

Article XII. Removal from Condominium Ownership.

The unit owners, by unanimous vote may elect to remove the Condominium Property from the provisions of Chapter 5311 of the Ohio Revised Code. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Condominium Property, shall be paid, released, or discharged, and a certificate setting forth that such election was made shall be filed with the Recorder of Portage County, Ohio, and by him recorded. Such certificate shall certify therein under oath that all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the common areas and facilities have been paid, released, or discharged, and shall have also been signed by the unit owners, each of whom shall certify therein, under oath that all such liens and encumbrances on his unit or units have been paid, released or discharged.

Article XIII. Amendment of Declaration and By-Laws.

- A. This Declaration and the By-Laws attached hereto as Exhibit D may be amended upon the filing for record with the Recorder of Portage County, of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by the unit owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association. Such amendment must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and its attached

VOL 921 Pg 108

183605

exhibits are recorded and must contain an affidavit by the President of the Association that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit ownership.

- B. No amendment shall have any effect, however, upon Developer, the rights of Developer, under this Declaration and By-Laws and upon the rights of bona fide first mortgagees until the written consent to such amendment of Developer and/or such rights of mortgagees has been secured. Such consents shall be retained by the Secretary of the Association and his certification in the instrument of amendment as to the names of the consenting and non-consenting mortgagees of the various units shall be sufficient for reliance by the general public. If less than all mortgagees consent to an amendment to the Declaration and/or the By-Laws attached hereto as Exhibit D, said amendment or modification shall nevertheless be valid among the unit owners inter sese provided that the rights of a non-consenting mortgagee shall not be derogated thereby. The Developers right to notice of a amendment of and consent shall terminate upon the fifth anniversary of this Declaration.

Article XIV. Remedies for Breach of Covenants and Regulations.

A. Abatement and Enjoiment.

The violation of any restriction or condition or regulation adopted by the Association or the breach of any covenant or provisions contained in this Declaration or in the By-Laws of the Association, shall give the Association the right, in addition to the rights hereinafter set forth in this Article to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, any breach or continuance thereof and further, the Association or its agent shall not be thereby deemed guilty of trespass in any manner for notifying owner of said breach.

B. Involuntary Sale.

If any owner (either by his own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the By-Laws of the Association, and such violation shall continue for thirty (30) days after notice in writing from the Association, or shall occur repeatedly during any thirty (30) days period after written notice of request from the Association to cure such violation, then the Association shall have the power to issue to the defaulting owner a ten (10) day notice in writing to terminate the rights of said defaulting owner to continue as an owner and to continue to occupy, use or control his unit and thereupon an action in equity may be filed by the Association against the defaulting owner for (a) a decree of mandatory injunction against the owner or occupant to cure such violation, or (b) subject to the prior consent of any mortgagee having a security interest in the unit ownership of the defaulting owner, which consent shall not be unreasonably withheld, in the alternative a decree declaring the termination of the defaulting owner's right to occupy, use or control the unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of

VOL 921 Pg 109

183605

the owner in the property shall be sold (subject to the lien of an existing mortgage) at a judicial sale upon such notice and terms as the Court shall establish, except that the Court shall enjoin and restrain the defaulting owner from re-acquiring his interest at such judicial sale. The Association, however, may acquire said interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioners fees, court reporter charges, reasonable attorney's fees, and all other expenses of the proceeding, and all such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the unit ownership and to immediate possession of a unit sold and may apply to the Court for an appropriate writ for the purpose of acquiring such possession and it shall be a condition of any such sale and the decree shall so provide that the purchaser shall take the interest in the property sold subject to this Declaration and these By-Laws.

Article XV. Sale, Lease, Rental or Other Disposition.

A. Sale or lease.

Any unit owner other than Developer who wishes to sell or lease his unit ownership shall give to the Board of Managers no less than fifteen (15) days prior written notice of the terms of any contemplated sale or lease, together with the name and address of the proposed purchaser or lessee. The members of the Board of Managers acting on behalf of consenting unit owners as hereinafter provided, shall at all times have the first right and option to purchase or lease such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice; provided however, that if the proposed purchase or lease shall be for a consideration which the Board of Managers deems inconsistent with the bona fide fair market value of such unit ownership, the Board of Managers may elect to exercise such option in the manner, within the period, and on the terms set forth in Section B of this Article XV. If said option is not exercised by the Board of Managers within the aforesaid period, the unit owner, may, at the expiration of said period, contract to sell or lease such unit ownership to the proposed purchaser or lessee named in such notices upon the terms specified therein.

B. Gift.

Any unit owner other than Developer who wishes to make a gift of his unit ownership or any interest therein to any person or persons who would not be heirs-at-law of the unit owner under the Ohio Statute of Descent and Distribution were he or she to die within ninety (90) days prior to the contemplated date of such gift, shall give to the Board of Managers not less than ninety (90) days written notice of

VOL 921 Pg 110

183605

his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The members of the Board of Managers acting on behalf of consenting unit owners as hereinafter provided, shall at all times have the first right and option to purchase such unit ownership or interest therein for cash at fair market value to be determined by appraisal as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board of Managers, the Board of Managers and the unit owner desiring to make such gift shall each appoint a qualified real estate appraiser. The two appraisers so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser. Within fifteen (15) days after the appointment of said third appraiser, the three appraisers shall determine, by majority vote, the fair market value of the unit ownership or interest therein which the owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the unit owner and the Board of Managers. The Board of Managers' option to purchase the unit ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of such notice.

C. Devise.

In the event any unit owner dies leaving a will devising his or her unit ownership, or any interest therein, to any person or persons not heirs-at-law of the deceased owner under the Ohio Statute of Descent and Distribution, and said will is admitted to probate, the members of the Board of Managers acting on behalf of consenting unit owners as hereinafter provided, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said unit ownership or interest therein either from the devisee or devisees thereof named in said will or, if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by appraisal. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased owner, the Board of Managers shall appoint a qualified real estate appraiser and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser. Within ten (10) days after the appointment of said appraiser, the two so appointed shall appoint another qualified real estate appraiser. Within fifteen (15) days thereafter, the three appraisers shall determine, by majority vote, the fair market value of the unit ownership or interest therein devised by the deceased owner, and shall thereupon give written notice of such determination to the Board of Managers and said devisee or devisees, or personal representative, as the case may be. If any party mentioned above fails to act within the time specified above, the other party may give notice to him specifying such failure and if he fails to so act within ten (10) days of such notice, the following shall be the consequences:

(1) Failure of Board of Managers to appoint appraiser-- all rights of Board under this subparagraph shall terminate.

VOL 921 PG 111



(2) Failure of personal representative or devisee or devisees to appoint appraiser--appraiser appointed by Board shall select another qualified appraiser and the two shall proceed to determine the fair market value within 15 days of said selection and give notice of said determination as provided above. In the event they cannot agree they shall appoint a third appraiser within said period and proceed to determine fair market value as provided above.

The Board of Managers' option to purchase the unit ownership or interest therein at the price determined by the appraisers shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased unit owner is empowered to sell, and shall expire ten (10) months after the appointment of a personal representative who is not so empowered to sell. The Board of Managers shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the right of the Board of Managers or its authorized representative, pursuant to authority given to the Board of Managers by the unit owners as hereinafter provided, to bid at any sale of the unit ownership or interest therein of any deceased unit owner which sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased unit owner's estate which contains his or her unit ownership or interest therein.

D. Judicial Sale.

- 1) In the event any unit ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the unit so sold, give thirty (30) days written notice to the Board of Managers of his intention so to do. The members of the Board of Managers and their successors in office, acting on behalf of consenting unit owners as hereinafter provided, shall have an irrevocable option to purchase such unit ownership or interest therein at the same price for which it was sold at said sale from the time of such judicial sale. If said option is not exercised by the Board of Managers within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said unit. The Board of Managers shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser prior to the expiration of the said option.
- 2, In the event any unit owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed against his unit ownership, the Association shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon be subrogated to whatever rights the previous creditor possessed and shall thereupon have a lien therefor against such unit ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article VIII.

E. Consent of Voting Members.

The Board of Managers shall not exercise any option hereinabove set forth to purchase any unit ownership or interest therein without the prior written consent of the

VOL 921 PG 112

183605

183605

members entitled to exercise not less than seventy-five percent (75%) of the voting power in the Association, and whose unit ownerships are not the subject matter of such option. The Board of Managers may bid to purchase at any sale of a unit ownership or interest therein, which said sale is held pursuant to an order or direction of a court upon the prior written consent of the aforesaid voting members, which said consent shall set forth a maximum price which the Board of Managers is authorized to bid and pay for said unit or interest therein. The aforesaid option shall be exercised by the Board of Managers solely for the use and benefit of the unit owners consenting thereto.

F. Release, Waiver, and Exceptions to Option.

Upon the written consent of two (2) of the Board members, any of the option contained in this Article XV may be released or waived and the unit ownership or interest therein which is subject to same may be given or devised free and clear of the provisions of this Article. The Board of Managers action to release or waive the operation of Article XV as to any unit owners proposed lease, sale, or other disposition is within the sole discretion of the Board of Managers, and not subject to review by the Association.

G. Proof of Termination of Option.

A certificate executed and acknowledged by the Secretary of the Board of Managers stating that the provisions of this Article XV as hereinabove set forth, have been met by a unit owner, or duly waived by the Board of Managers, and that the rights of the Board of Managers hereunder have terminated, shall be conclusive upon the Board of Managers and the unit owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any unit owner who has in fact complied with the provisions of this Article XV or in respect to whom the provisions of this Article XV have been waived, upon a request at a reasonable fee, not to exceed Twenty Dollars (\$20.00).

H. Financing of Purchase Under Option.

- 1) Acquisition of unit ownership or any interest therein under the provisions of this Article shall be made from an assessment levied by the Association against each consenting unit owner in the ratio which his ownership bears with respect to the total ownership of all consenting owners which assessment shall become a lien and be enforceable in the same manner as provided in Article VIII.
- 2) The Board of Managers, in its discretion, may borrow money to finance the acquisition of any unit ownership or interest therein authorized by this Article provided, however, that no financing may be secured by an encumbrance or hypothecations of any portion of the Condominium Property other than the unit ownership or interest therein to be acquired. The loan documents evidencing such borrowing may be executed by the members of the Board of Managers, a nominee of the Board of Managers, or by a land trust of which the Board of Managers shall be the beneficiary. Said documents shall not obligate the Association nor any non-consenting unit owner. Unit ownerships or interests therein acquired pursuant to the terms of the Association for its benefit.

VOL 921 PG 113

183605

Article XVI Cooperative Common Property and Facilities.

It is contemplated at the date of this Declaration of Condominium that in the general vicinity of the condominium herein declared, there shall be other condominiums developed, constructed and declared by Developer or his successors and assigns. In the event that such additional condominiums are constructed, developed and declared by Developer or his successors and assigns, Developer may provide additional common areas and facilities for the use, benefit and enjoyment of the unit owners of this condominium who may use the same, together with the unit owners of other condominiums. In the event that seventy-five percent (75%) of all unit owners of the respective condominiums have approved acceptance of said additional common areas and facilities according to the terms and conditions set forth herein, these additional common areas and facilities shall be conveyed by warranty deed or leasehold estate to a Cooperative Condominium Association, hereinafter referred to as C.C.A., which shall be an Ohio corporation not for profit. The operation and administration of said additional common areas and facilities shall be conducted as follows:

- A) C.C.A. shall be an Ohio corporation not for profit and shall be conducted, operated and administered by a Board of Trustees. Each condominium whose declaration of condominium provides for the right to elect a trustee to C.C.A. and whose unit owners are entitled to the use, benefit and enjoyment of the common areas and facilities held by C.C.A. shall from its Board of Managers at its annual meeting elect a trustee of C.C.A. to serve for a term of two (2) years. It is hereby declared that the High Point of Walden Condominium Association hereby has the right to elect one trustee as above set forth to C.C.A.
- B) C.C.A. shall hold, maintain, operate, improve, keep up, repair and administer all common areas and facilities conveyed to C.C.A. by either deed or leasehold estate, excepting that C.C.A. shall only assume such obligation for real and personal property conveyed to it in fee or leasehold by Portage Homes, Inc., an Ohio corporation or acquired by its owner's activities and operations.
- C) C.C.A. shall hold said common areas and facilities in trust for the benefit of all unit owners who are entitled to the use and enjoyment of said areas and facilities by virtue of their respective condominium association's declarations.
- D) All expenses arising out of the operation, improvement, maintenance, upkeep, repair and administration of the common areas and facilities held by C.C.A. shall be and are hereby declared to be common expenses as defined herein. Said common expenses shall be chargeable to each condominium which is entitled to elect a trustee of C.C.A. in the proportion that the number of units in said condominium bears to the total number of units in all condominiums which are entitled to elect a trustee of C.C.A.
- E) It shall be the duty of every condominium which is entitled to elect a trustee of C.C.A. and whose unit owners are entitled to the use, benefit and enjoyment of the common areas and facilities held by C.C.A. to pay its proportionate share of the upkeep, repair and administration of said common areas and facilities. Payments thereof shall be in such amounts and at such times as may be determined by the Board of Trustees of C.C.A.

VOL 921 Pg 114

183605

- F) Each year on or before November 1, the Board of Trustees of C.C.A. shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the operation, improvement, maintenance, upkeep, repair and administration of the common areas and facilities held by C.C.A., together with a reasonable amount for contingencies and replacements, and shall notify each represented condominium in writing of said estimate and calculate the assessment of each represented condominium as provided in subparagraph (C) above. The amount of such assessment shall be delivered to the respective condominiums in writing.
- G) C.C.A. shall and it is hereby declared to have a lien upon the Condominium Property of any condominium which is entitled to elect a trustee to C.C.A. and whose unit owners are entitled to the use, benefit and enjoyment of the common areas and facilities held by C.C.A. for the payment of the assessments determined under subparagraphs (D) and (F) above which remain unpaid for a period of thirty (30) days after the same have become due and payable and from the time a certificate therefor subscribed by the Board of Trustees of C.C.A. is filed with the Recorder of Portage County, Ohio, pursuant to authorization given by the Board of Trustees of C.C.A. The assessment for the common areas and facilities of C.C.A. as provided herein and in this Article XVI shall be part of the common expenses of each represented condominium included and chargeable to all unit owners of the represented condominium in the same manner and force as is any other portion or element of the common expenses as defined in the Declaration.
- H) The Board of Trustees shall conduct the affairs, of, operate, and administer C.C.A. in accordance with the provisions of this Article XVI the articles of incorporation and by-laws of C.C.A.
- I) The Board of Trustees of C.C.A. shall by vote of majority thereof have the right to adopt such reasonable rules and regulations regulating the use, benefit, and enjoyment of the common areas and facilities owned by C.C.A.

Article XVII      Miscellaneous Provisions.

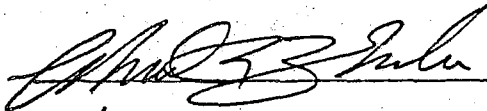
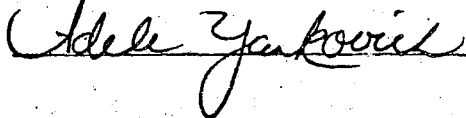
- A. Each grantee of the Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration and the By-Laws, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such owner in like manner as though the provisions of the Declaration and the By-Laws were recited and stipulated at length in each and every deed of conveyance.
- B. Each grantee of the Developer, by the acceptance of a deed of conveyance, acknowledges the correctness insofar as is physically possible of the Drawings and that the same comply with the as-built requirements of the Ohio Condominium Law.
- C. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

VOL 921 pg 115

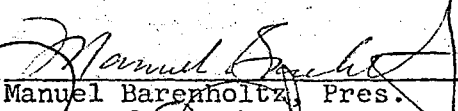
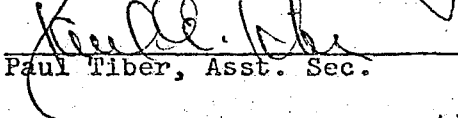
183605

- D. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration or the By-Laws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.
- E. If any of the privileges, covenants or rights created by this Declaration or the By-Laws shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue until twenty-one (21) years after the death of the survivor of the now living descendants of John Glenn, United States Senator from Ohio and Robert A. Taft, Jr., Senator from Ohio.
- F. Neither Developer nor its representative, successors or assigns, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration or by the By-Laws attached hereto as Exhibit D or in Developer's (or its representative's) capacity as developer, contractor, owner, manager, or seller of the Condominium Property whether or not such claim (i) shall be asserted by any unit owner occupant, the Association, or by any person or entity claiming through any of them; or (ii) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (iii) shall arise ex contractu or (except in the case of gross negligence) ex delicto. Without limiting the generality of the foregoing the foregoing enumeration includes all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any unit owner, occupant, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function or dis-repair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.).
- G. The heading of each article and to each section hereof are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Declaration nor in any way affect this Declaration.
- H. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class condominium development.

Signed in the presence of:

7-31-75  
 PORTAGE HOMES, INC.

By:   
 Manuel Barenholtz, Pres.  
 By:   
 Paul Tiber, Asst. Sec.

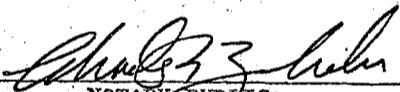
VOL 921 P. 116

183605

STATE OF OHIO )  
                  ) SS  
PORTAGE COUNTY)

I, Charles E. Zumkehr, a Notary Public in and for said County, do hereby certify that Manuel Barenholtz, President of Portage Homes, Inc., and Paul Tiber Assistant Secretary of said Company, whose names respectively are signed to the foregoing instrument, have this day acknowledged the signing and execution of said instrument, for themselves respectively and for and on behalf of said company, and acknowledged that they affixed the corporate seal of said Company to said instrument, and otherwise executed the same, by direction of a resolution of Directors of said Company, and have acknowledged that the same, in all respects, is their free act and deed as such officers respectively, and the free act and deed of said corporation. And I further certify that said Manuel Barenholtz and Paul Tiber are known to me to be the individuals and officers described in and who executed said instrument.

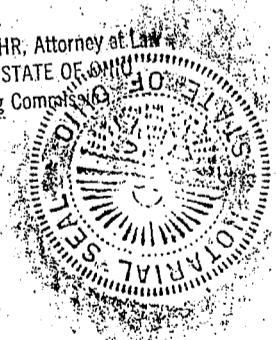
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Kent, Ohio, this 1st day of August, 1975.

  
NOTARY PUBLIC

This instrument prepared by:

Charles E. Zumkehr  
Williams, Purtil, Zumkehr and Welser  
117 East Main Street  
Kent, Ohio 44240  
(216) 673-3444

CHARLES E. ZUMKEHR, Attorney at Law  
Notary Public - STATE OF OHIO  
Non-Expiring Commission



VOL 921 Pg 117

183605

*James A. Morrison, P. E.*

CIVIL ENGINEER &amp; SURVEYOR

260 HILLSDALE CIRCLE      PHONE 334-1996  
WADSWORTH, OHIO 44281

## DESCRIPTION OF LANDS KNOWN AS CONCORD DOWNS OF WALDEN CONDOMINIUM

Situated in the City of Aurora, County of Portage, and State of Ohio, and known as being a part of Original Lot No. 12 in said City and being bounded and described as follows:

Commencing at the southeast corner of Lot No. 12;  
 thence Due North in the east Lot line and in the centerline of Bissell Road a distance of 1812.73 feet to a point;  
 thence, Due West a distance of 570.00 feet to a point the same being the True Place of Beginning of the parcel bounded hereby;  
 thence Due South a distance of 100.00 feet to a point;  
 thence, South 83° 34' 26" West a distance of 268.04 feet to an iron pin;  
 thence, North 24° 26' 40" West a distance of 395.45 feet to an iron pin;  
 thence, North 4° 00' 51" West a distance of 571.40 feet to an iron pin;  
 thence, North 57° 59' 41" West a distance of 188.68 feet to an iron pin;  
 thence Due West a distance of 296.08 feet to an iron pin set in the east line of Walden Drive;  
 thence, northerly in the east line of Walden Drive along a circular arc curving to the left having a Chord Bearing of North 6° 06' 27" East, a chord length of 191.08 feet, a arc length of 191.11 feet to a point;  
 thence, Due East a distance of 75.75 feet to an iron pin;  
 thence, North 73° 18' 03" East a distance of 208.81 feet to an iron pin;  
 thence, Due East a distance of 200.00 feet to an iron pin;  
 thence, South 68° 11' 55" East a distance of 215.41 feet to an iron pin;  
 thence, South 38° 27' 14" East a distance of 217.08 feet to an iron pin;  
 thence, South 11° 30' 50" East a distance of 275.54 feet to an iron pin;  
 thence, South 4° 40' 01" East a distance of 491.63 feet to an iron pin;  
 thence, Due South a distance of 140.00 feet to the True Place of Beginning and containing within said bounds 13.0501 acres of land more or less but being subject to all legal highways. Surveyed in July of 1975 by James A. Morrison, Registered Surveyor No. 4760.

VOL 921 PG 118

183605

EXHIBIT "B"

CONCORD DOWNS OF WALDEN CONDOMINIUM

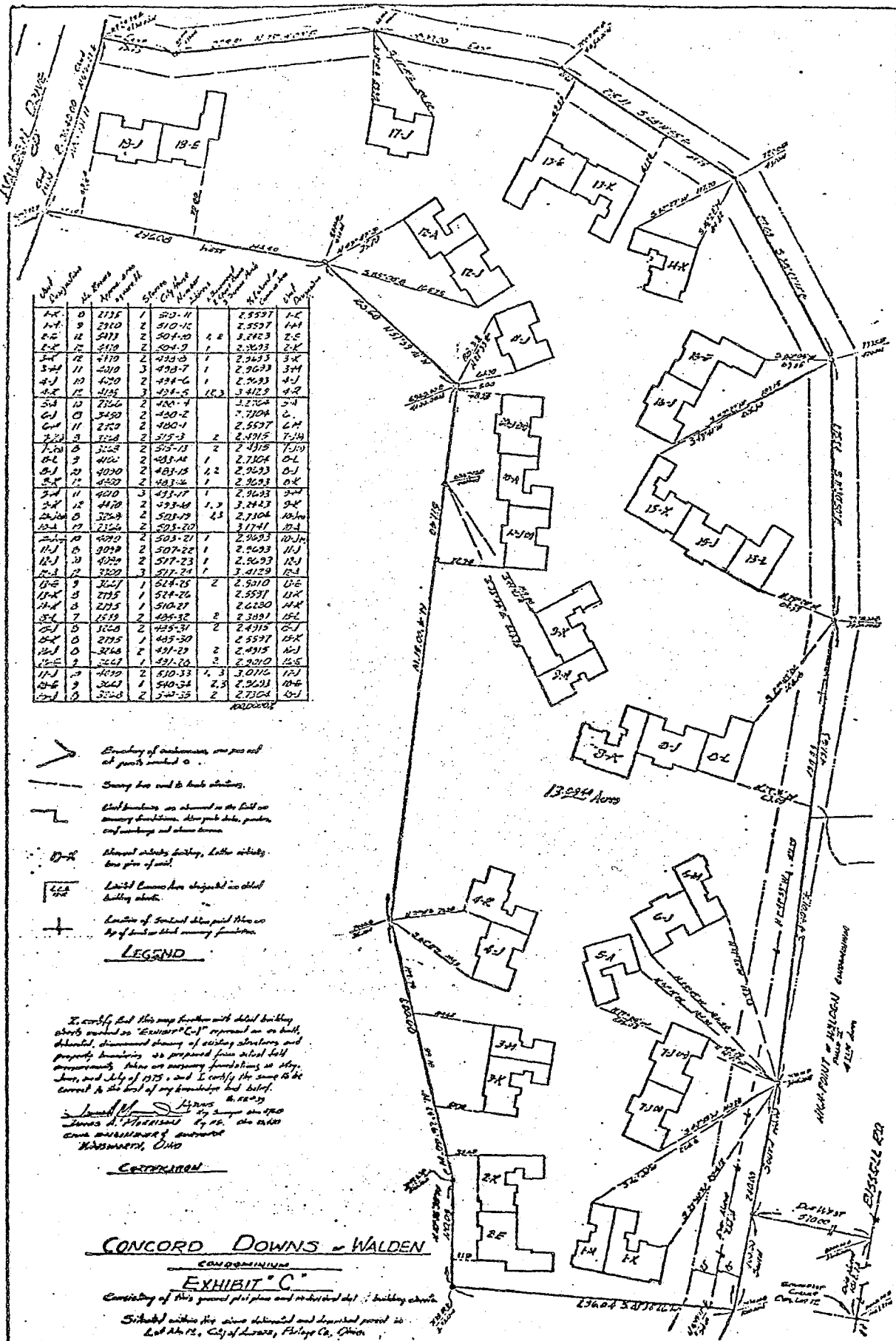
ADDRESS:

Ridgeway Drive, Walden,  
Aurora, Ohio 44202

VOL 921 PG 119

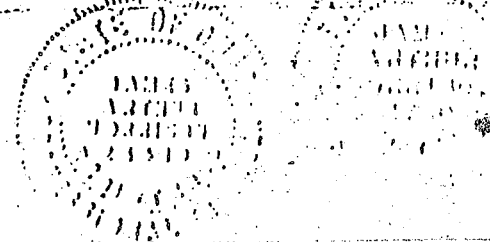
183605





**CONCORD DOWNS - WALDEN**  
**CONDOMINIUM**  
**EXHIBIT C**

Consisting of this general plat plan and detailed plat of building abutts.  
 Situated within the above delineated and described parcel in  
 Lot A-15, City of Lucas, Phillips Co., Ohio



# CONCORD DOWNS AT WALDEN

CONDOMINIUM

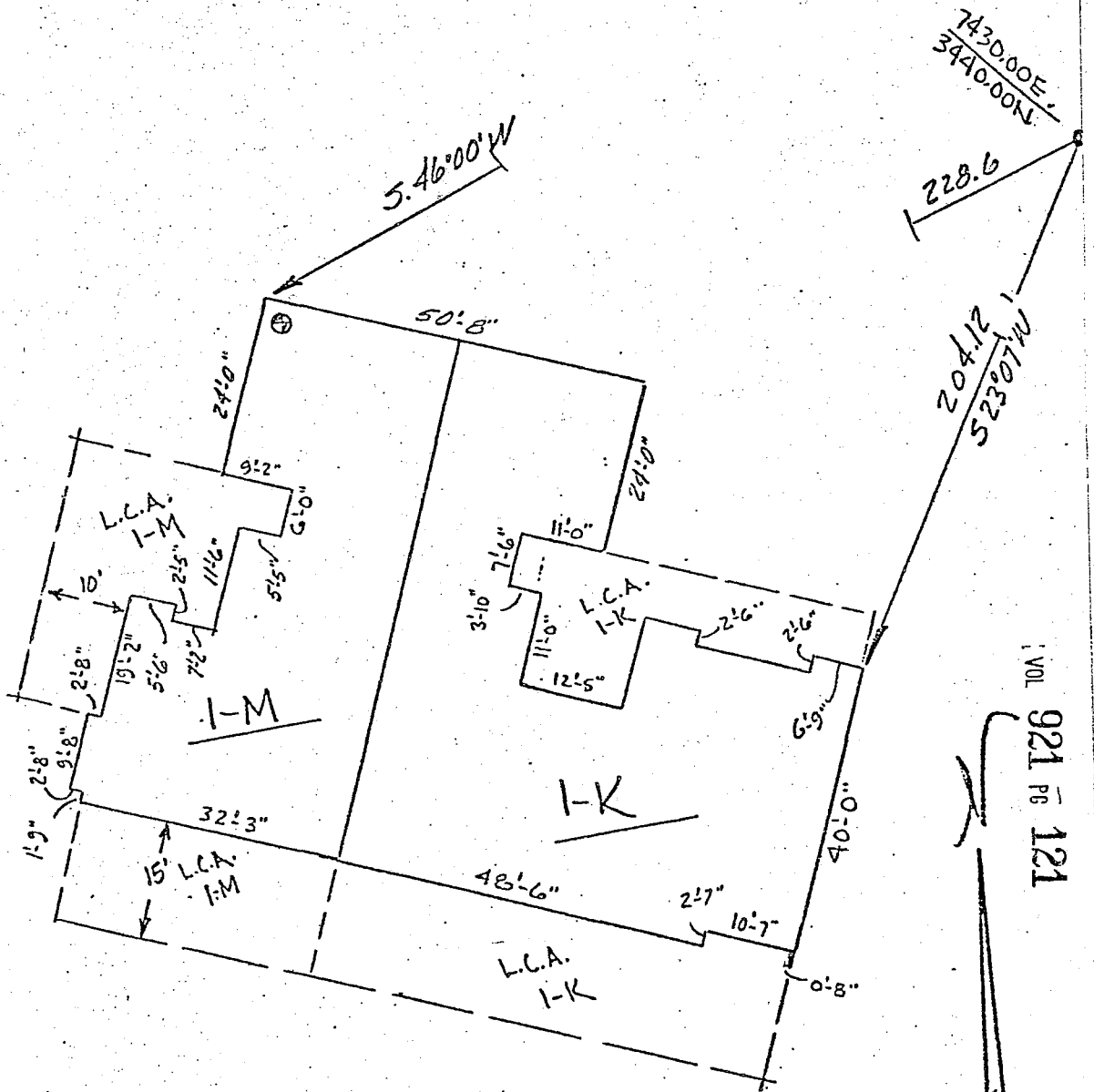
DETAIL BUILDING SHEET

EXHIBIT

BUILDING No. 1

SHEET 1 OF 18

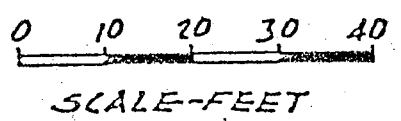
C-1



VOL 921 Pg 121

183605

DATUM ELEVATION @ 1086.97  
 UPPER LIMIT PLANE 1096.97  
 LOWER LIMIT PLANE 1084.97



SEE TITLE SHEET FOR LEGEND

# CONCORD DOWNS AT WALDEN

CONDOMINIUM

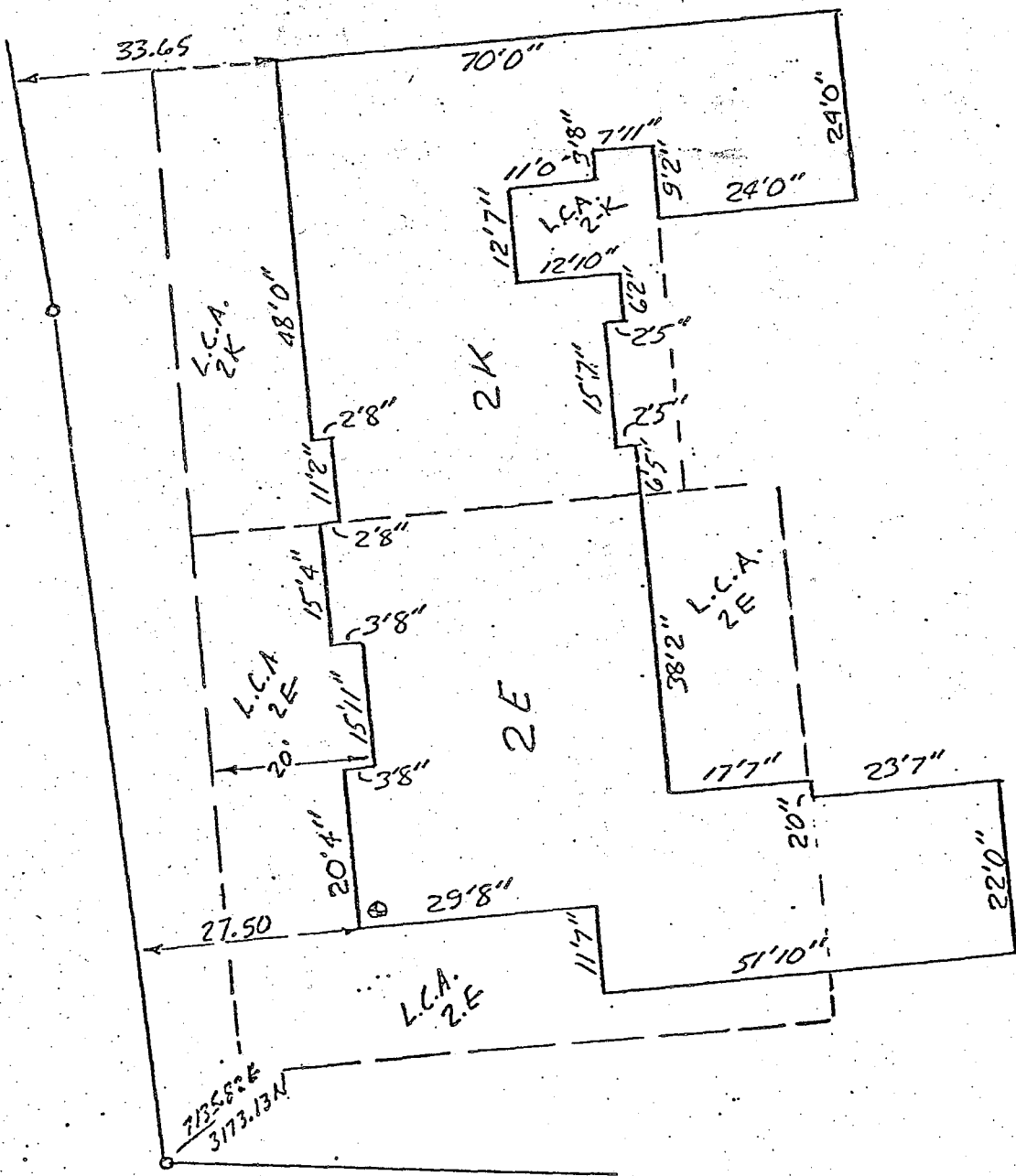
DETAIL BUILDING SHEET

EXHIBIT

C-1

BUILDING No. 2

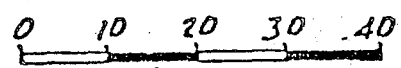
SHEET 2 OF 18



[VOL 921 Pg 122

183605

DATUM ELEVATION @ 1093.65  
 UPPER LIMIT PLANE 1093.65  
 LOWER LIMIT PLANE 1073.65



SCALE-Feet

SEE TITLE SHEET FOR LEGEND

# CONCORD DOWNS AT WALDEN

CONDOMINIUM

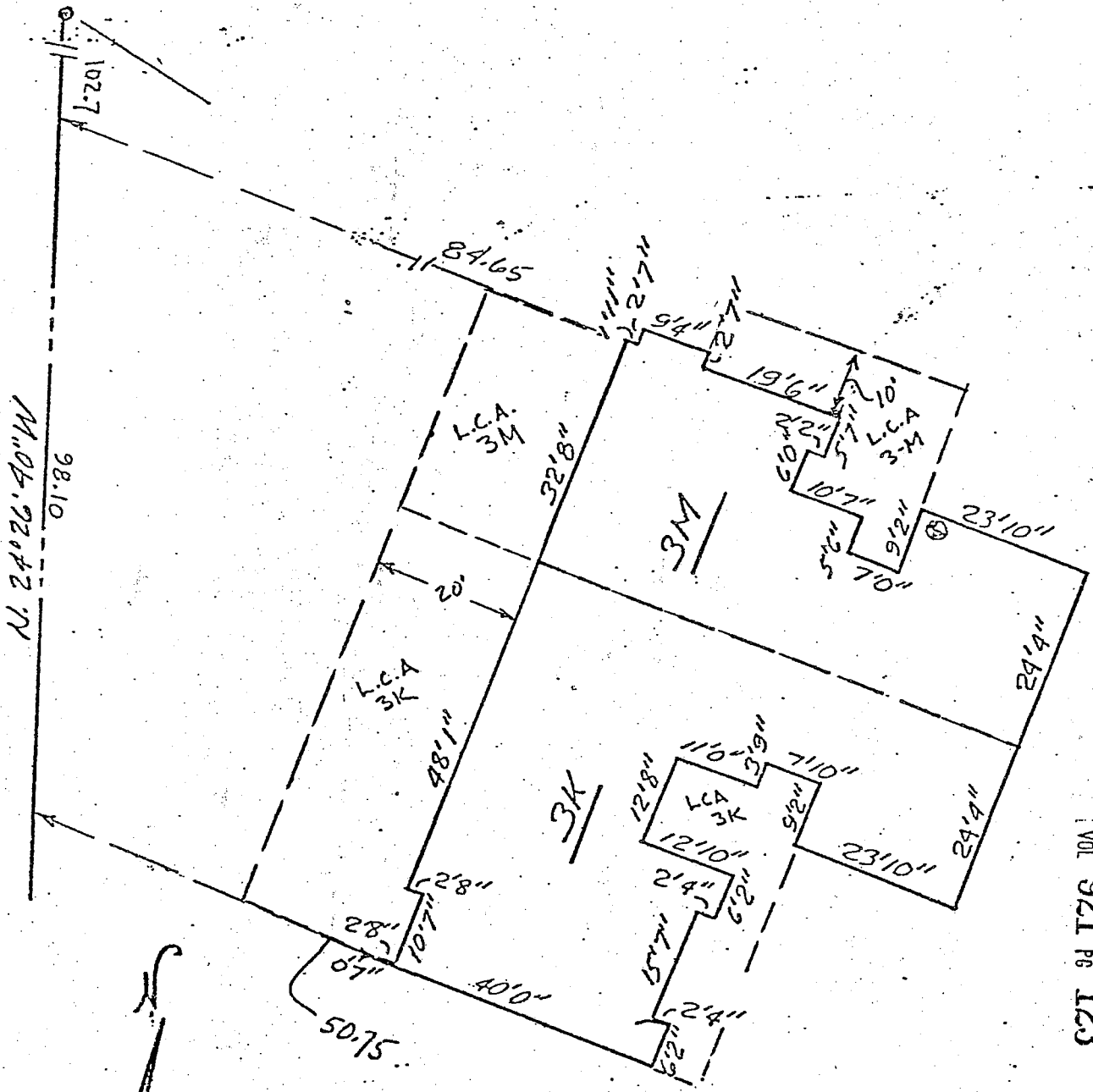
DETAIL BUILDING SHEET

EVIIBIT

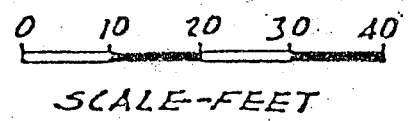
BUILDING No. 3

C-1

SHEET 3 OF 18



	<u>3-K</u>	<u>3-M</u>
DATUM ELEVATION	⊕ 1082.29	1082.29
UPPER LIMIT PLANE	1092.29	1102.29
LOWER LIMIT PLANE	1072.29	1072.29



SEE TITLE SHEET FOR LEGEND

VOL 921 Pg 123

183605

CONCORD DOWNS AT WALDEN

CONDOMINIUM

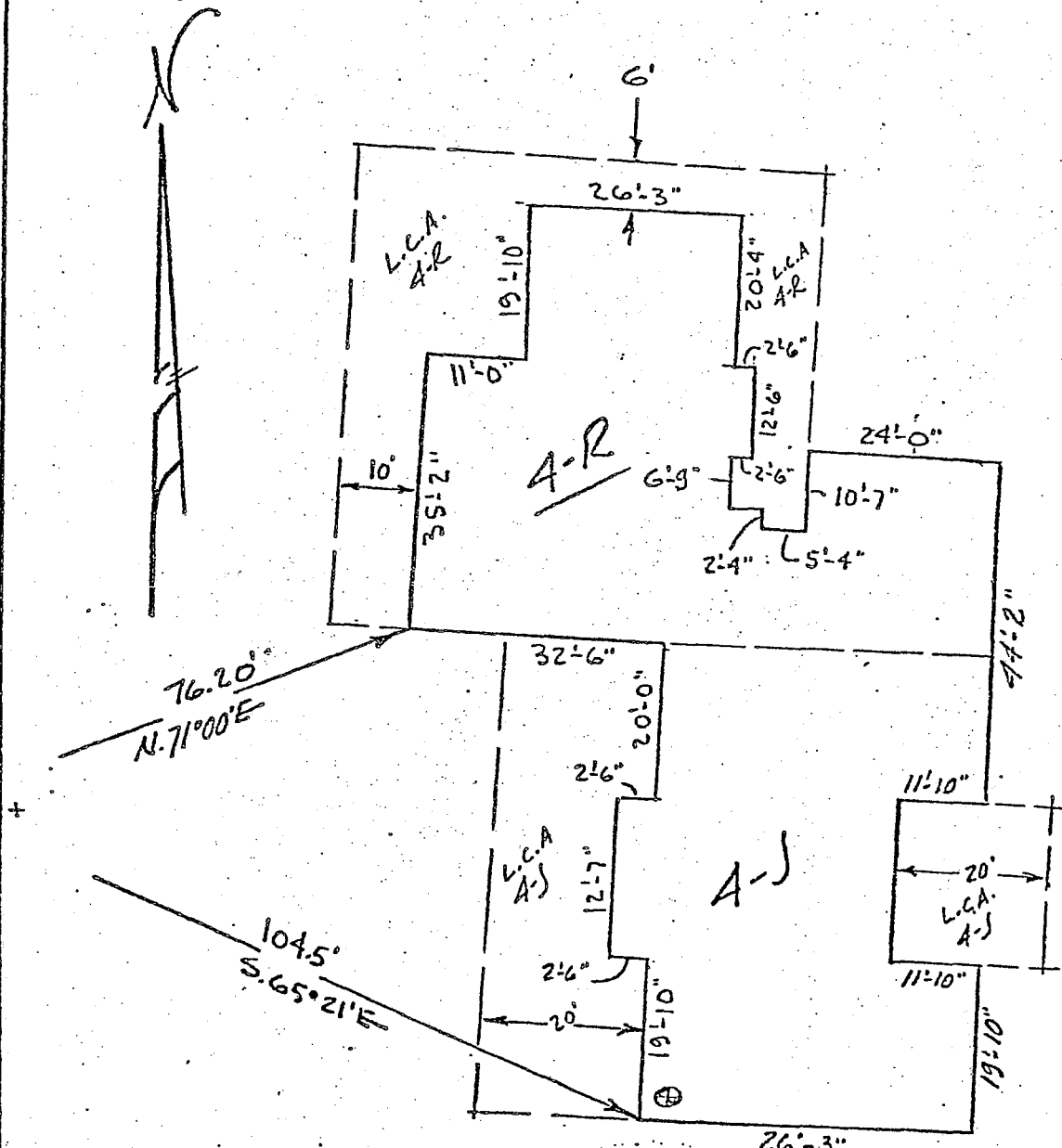
DETAIL BUILDING SHEET

EXHIBIT

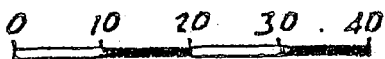
BUILDING No. 4

SHEET 4 OF 12

C-1



	<u>A-J</u>	<u>A-R</u>
DATUM ELEVATION	1081.56	1081.56
UPPER LIMIT PLANE	1091.56	1101.56
LOWER LIMIT PLANE	1071.56	1071.56



SCALE-FEET

SEE TITLE SHEET FOR LEGEND

VOL 921 PG 124

183605

# CONCORD DOWNS AT WALDEN

CONDOMINIUM

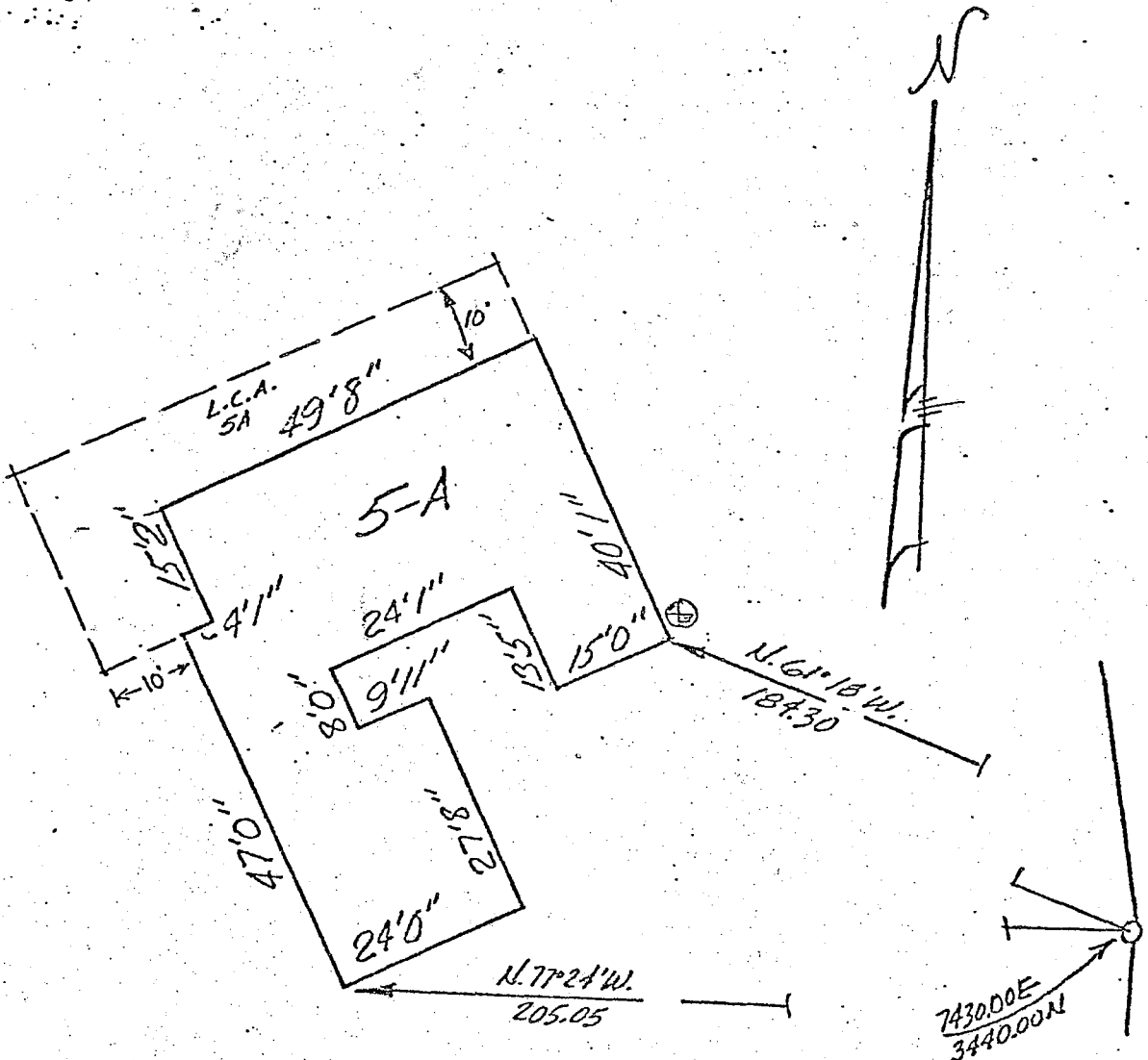
BUILDING No. 5

DETAIL BUILDING SHEET

EXHIBIT

SHEET 5 OF 13

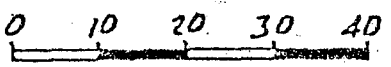
C-1



VOL 921 Pg 125

183605

DATUM ELEVATION 1081.51  
UPPER LIMIT PLANE 1091.51  
LOWER LIMIT PLANE 1079.51



SCALE- FEET

SEE TITLE SHEET FOR LEGEND

# CONCORD DOWNS AT WALDEN

CONDOMINIUM

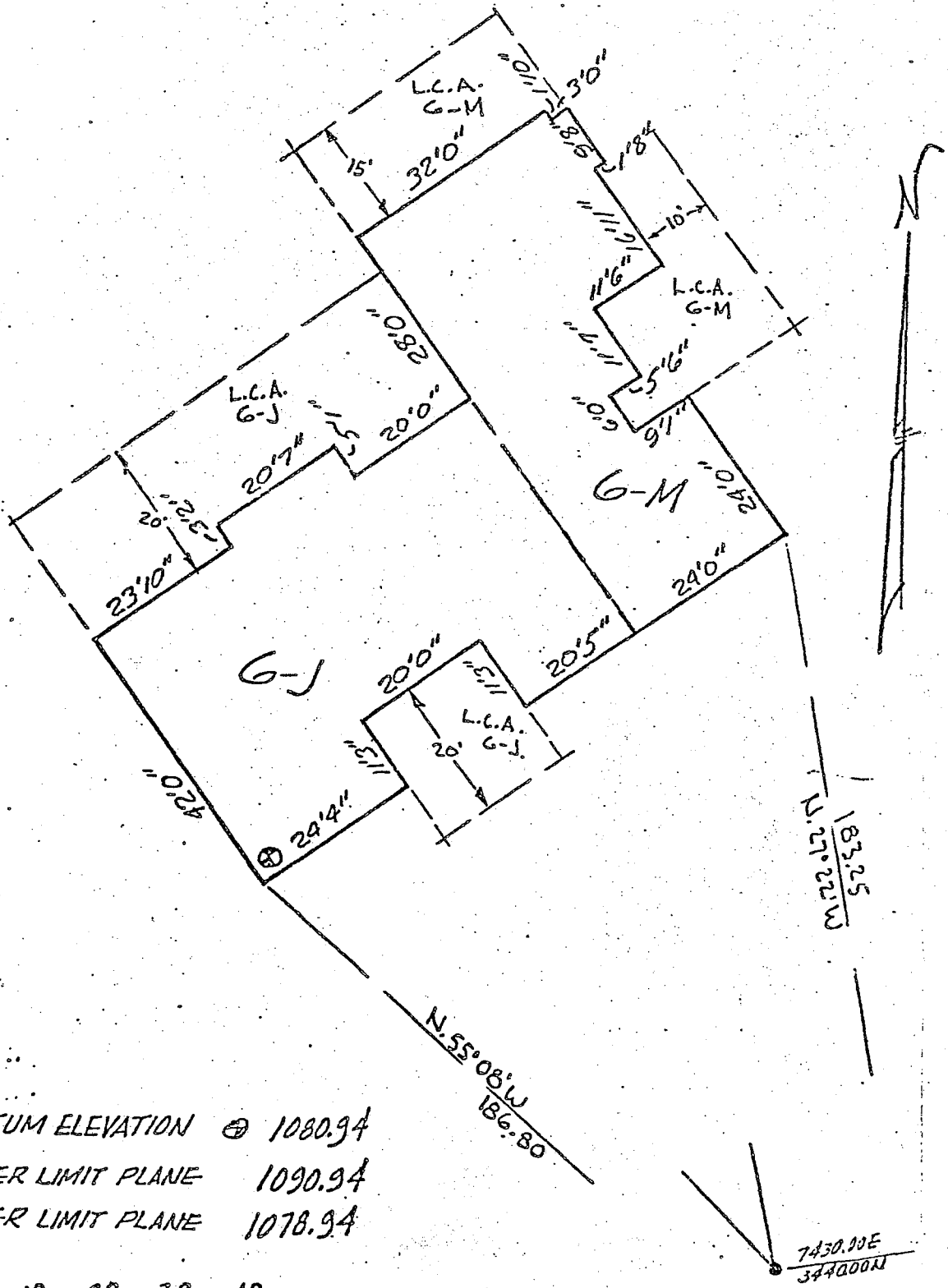
BUILDING No. 6

DETAIL BUILDING SHEET

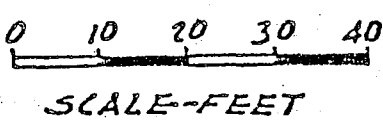
EXHIBIT

SHEET 6 OF 18

C-1



DATUM ELEVATION @ 1080.94  
UPPER LIMIT PLANE 1090.94  
LOWER LIMIT PLANE 1078.94



SCALE- FEET

SEE TITLE SHEET FOR LEGEND

VOL 921 Pg 126 183605

# CONCORD DOWNS AT WALDEN

CONDOMINIUM

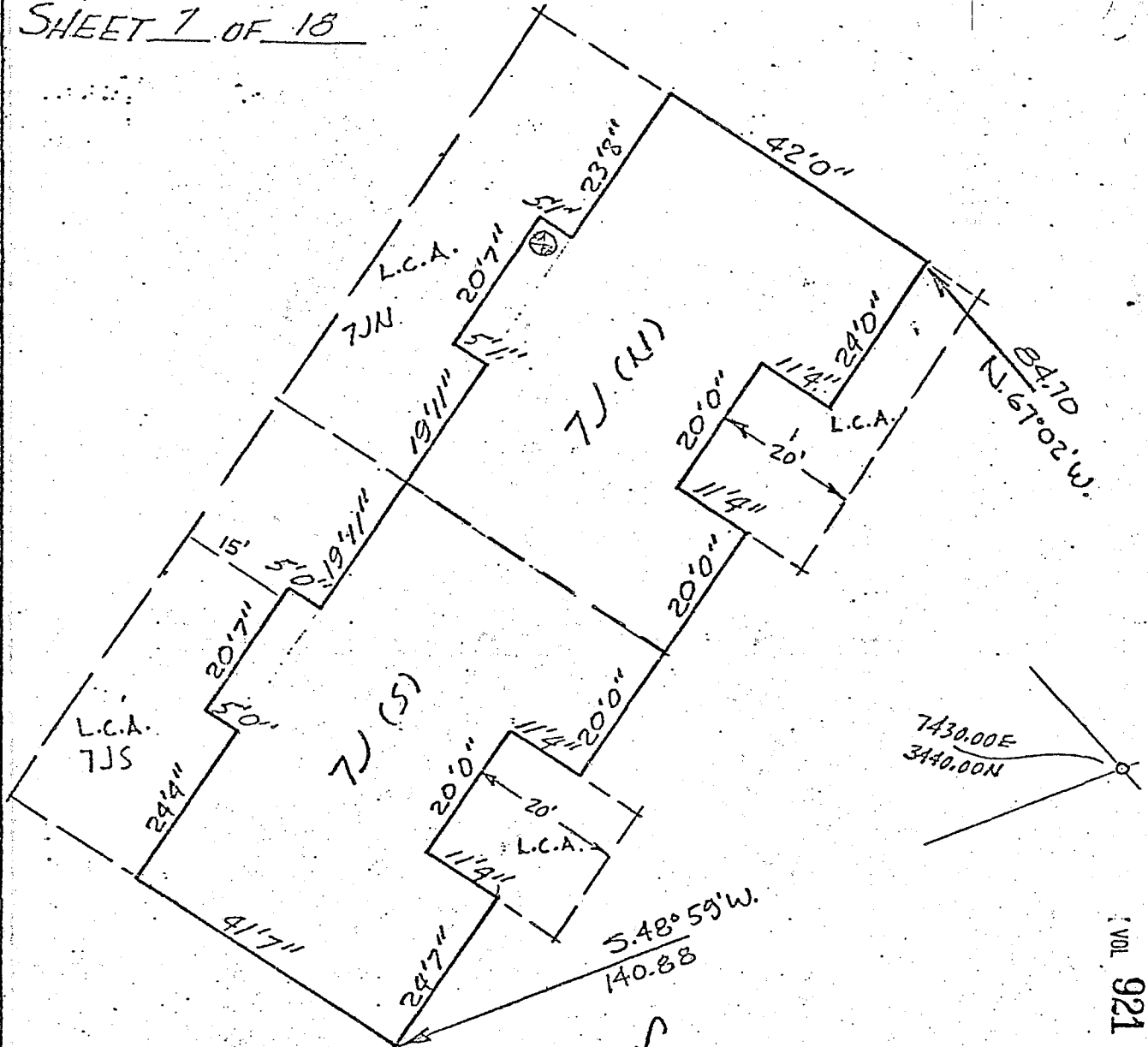
DETAIL BUILDING SHEET

EXHIBIT

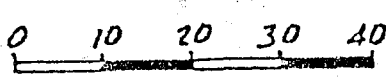
BUILDING No. 7

C-1

SHEET 7 OF 18



DATUM ELEVATION 1086.19  
 UPPER LIMIT PLANE 1096.19  
 LOWER LIMIT PLANE 1084.19



SCALE--FEET

SEE TITLE SHEET FOR LEGEND

VOL 921 PG 127

183605



# CONCORD DOWNS AT WALDEN

CONDOMINIUM

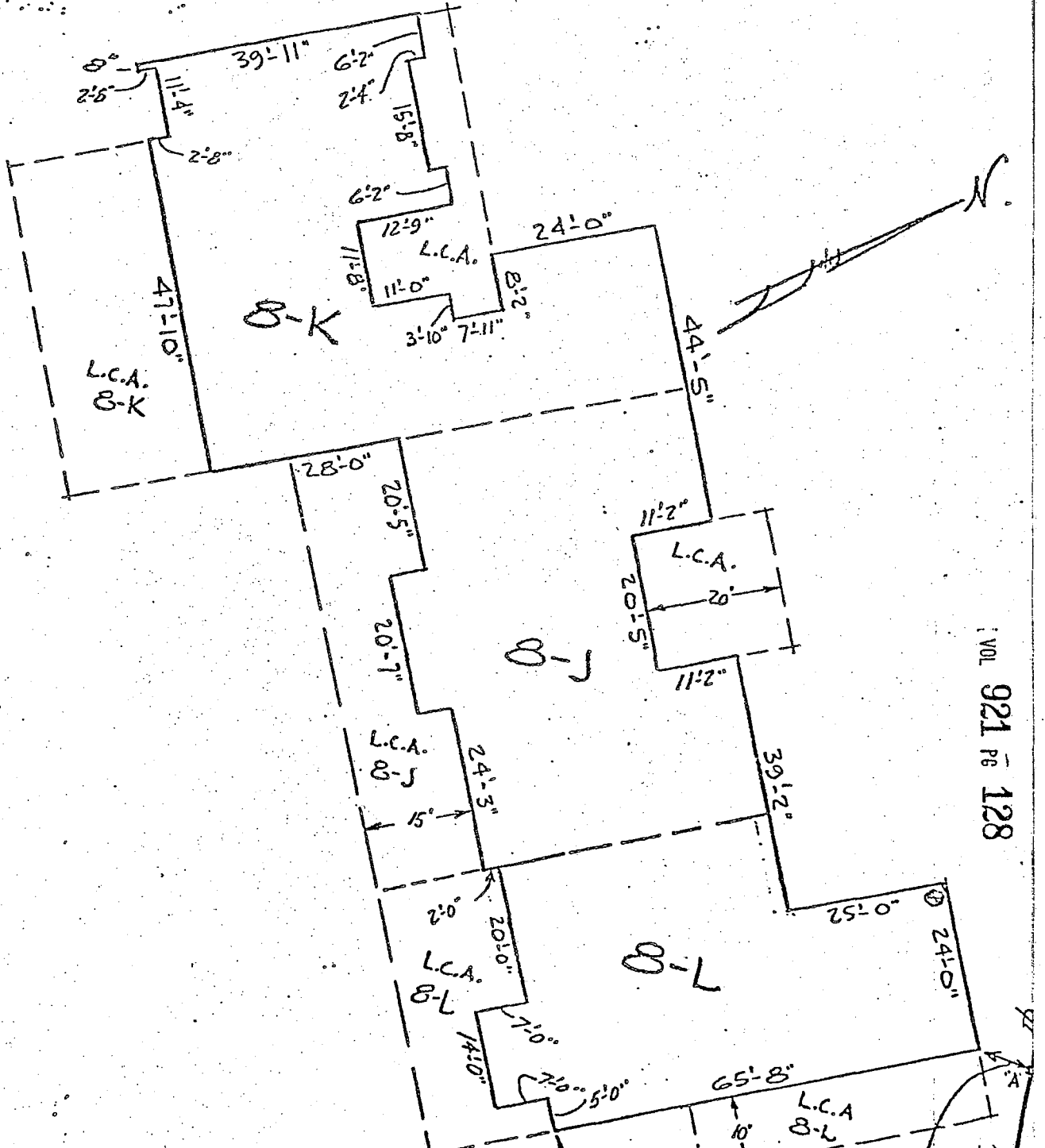
BUILDING No. 8

DETAIL BUILDING SHEET

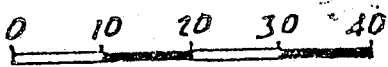
EXHIBIT

SHEET 3 OF 13

C-1



DATUM ELEVATION 1078.66  
 UPPER LIMIT PLANE 1088.66  
 LOWER LIMIT PLANE 1068.66



SCALE- FEET

N78°36'W  
83.00'

198.85' ± 'A'

S23°55'W  
128.76'

'A' = 7390.00E  
3330.00N

VOL 921 Pg 128

183605

SEE TITLE SHEET FOR LEGEND

# CONCORD DOWNS AT WALDEN

## CONDOMINIUM

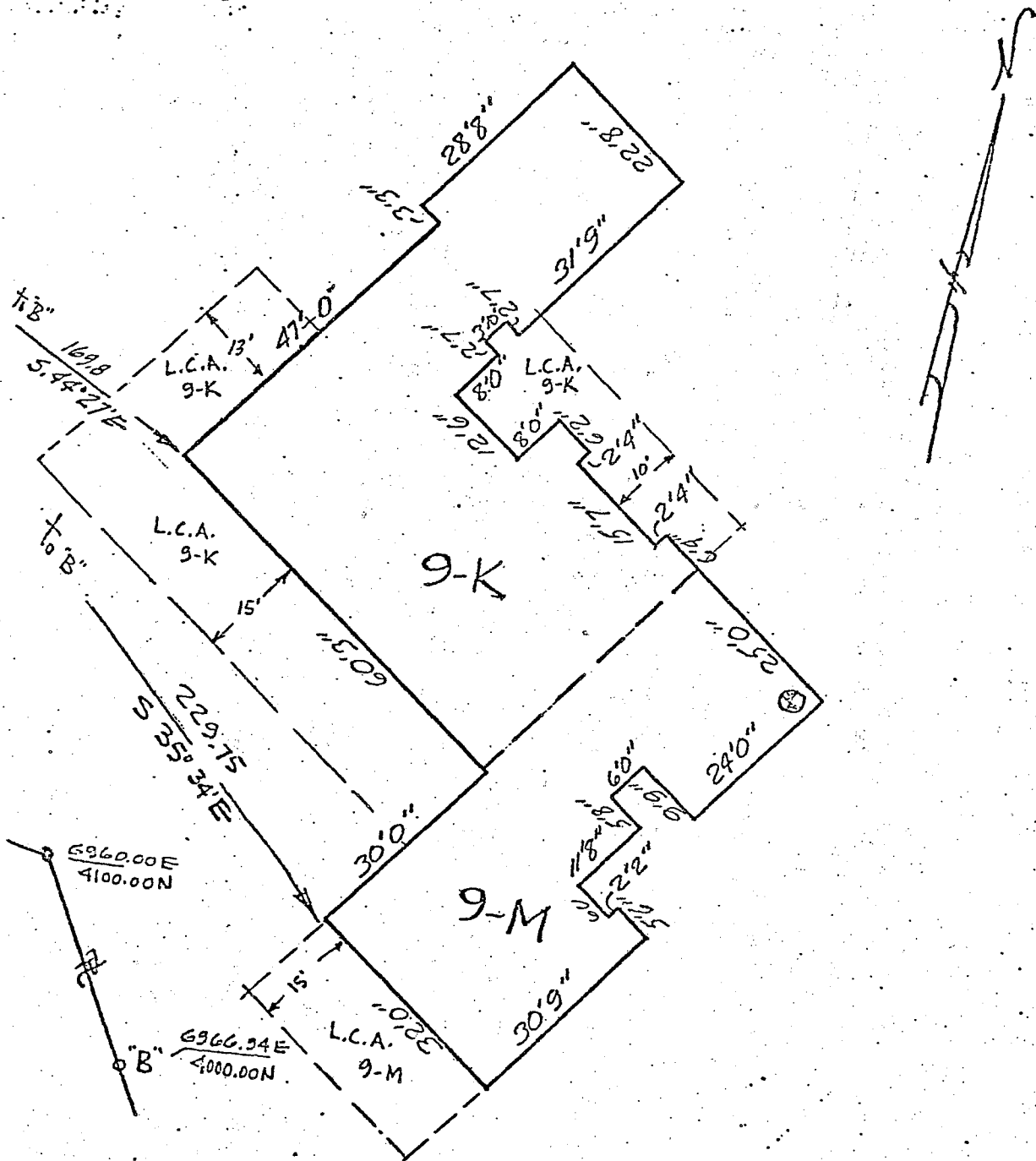
### DETAIL BUILDING SHEET

### EXHIBIT

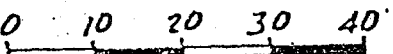
BUILDING No. 9

C-1

SHEET 9 OF 18



	9-M	9-K
DATUM ELEVATION	1076.88	1076.88
UPPER LIMIT PLANE	1096.88	1086.88
LOWER LIMIT PLANE	1066.88	1066.88



SCALE- FEET

SEE TITLE SHEET FOR LEGEND

VOL. 921 Pg. 129

183605

# CONCORD DOWNS AT WALDEN

CONDOMINIUM

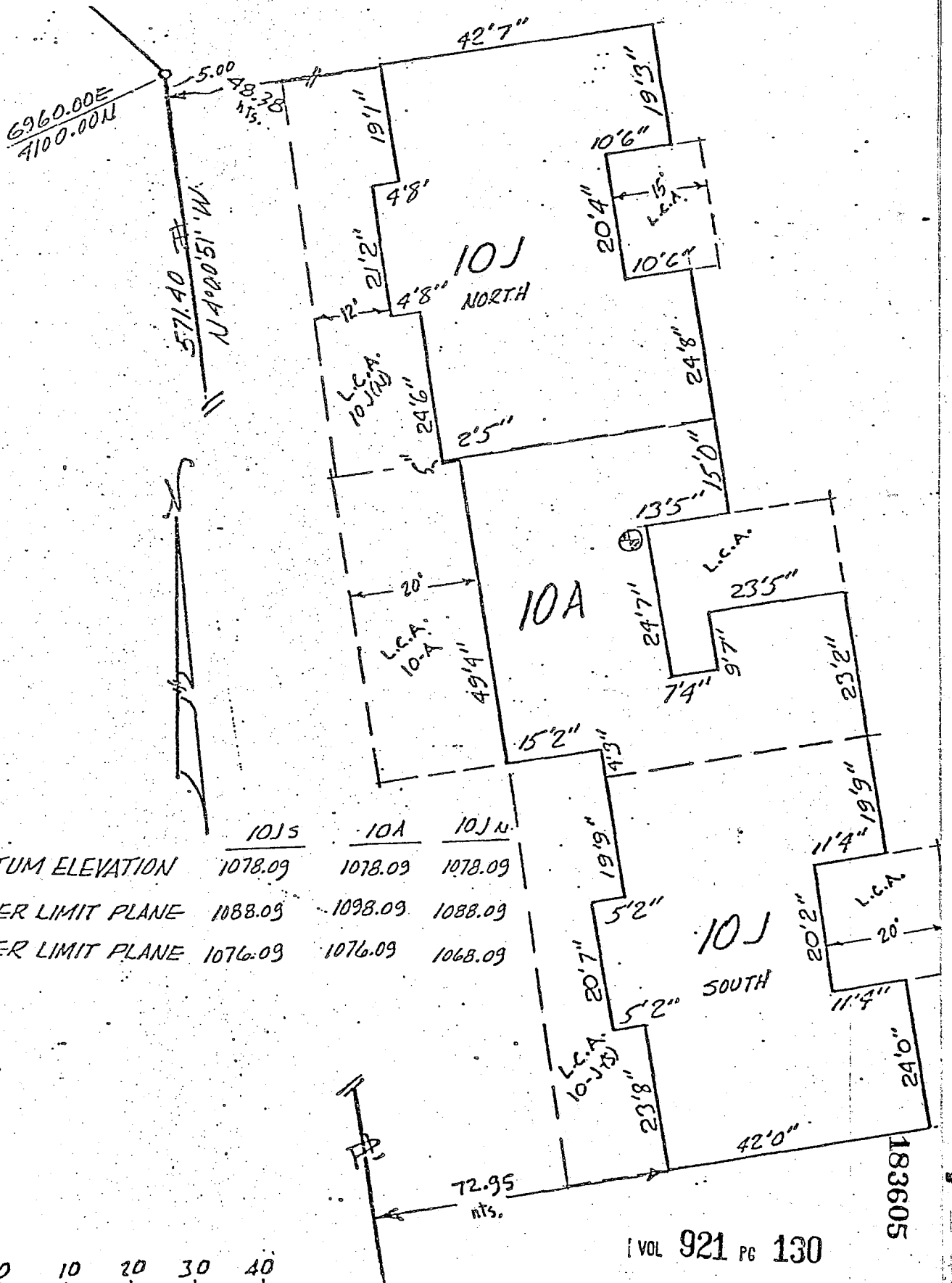
BUILDING No. 10

DETAIL BUILDING SHEET

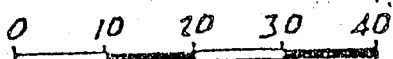
EXHIBIT

C-1

SHEET 10 OF 18



	10J S	10A	10J N
DATUM ELEVATION	1078.09	1078.09	1078.09
UPPER LIMIT PLANE	1088.09	1098.09	1088.09
LOWER LIMIT PLANE	1076.09	1076.09	1068.09



SCALE-Feet

VOL 921 PG 130

SEE TITLE SHEET FOR LEGEND

509681

# CONCORD DOWNS AT WALDEN

CONDOMINIUM

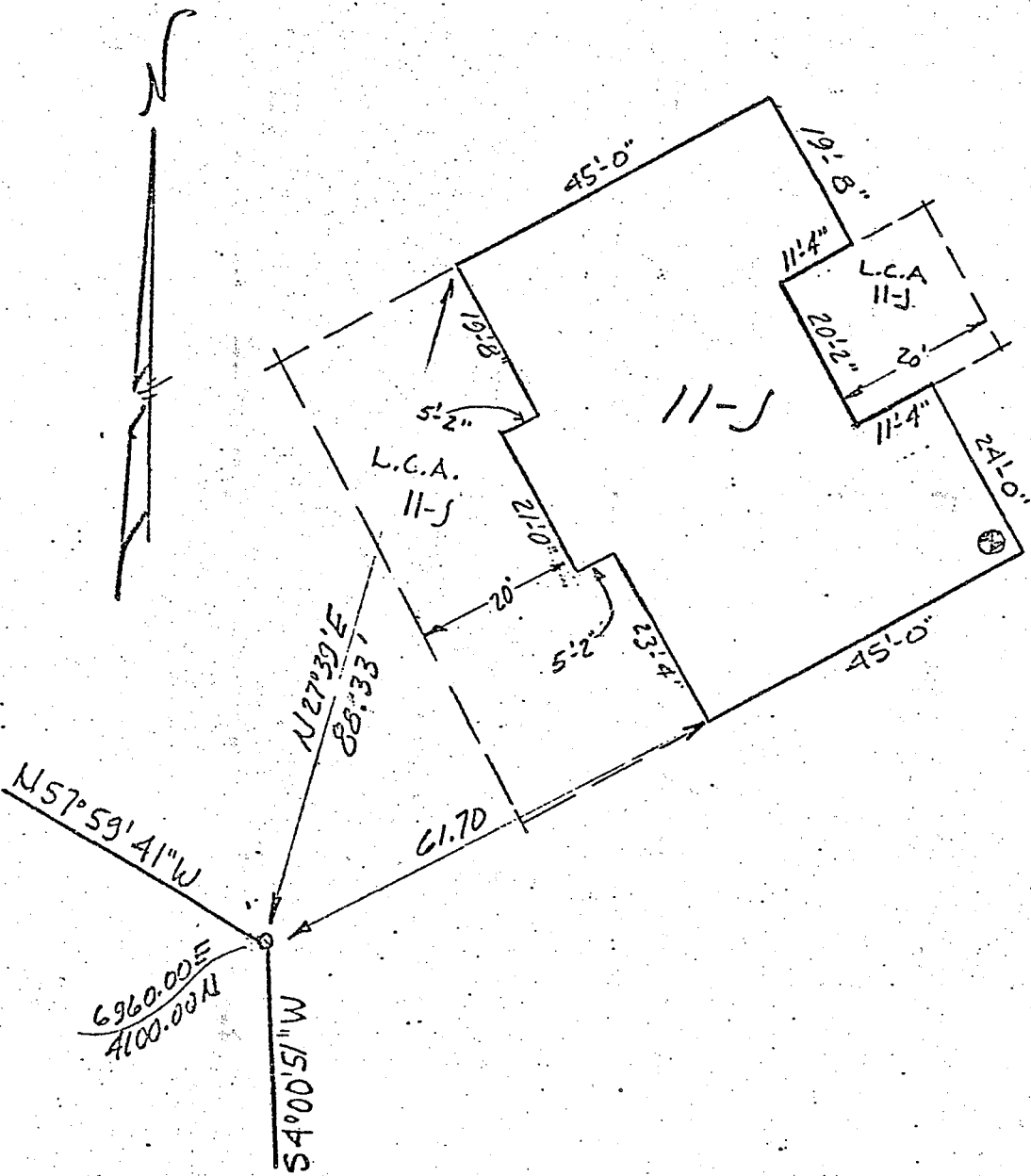
DETAIL BUILDING SHEET

EXHIBIT

BUILDING No. 11

SHEET 11 OF 18

0-1



DATUM ELEVATION 1076.02  
 UPPER LIMIT PLANE 1086.02  
 LOWER LIMIT PLANE 1066.02

0 10 20 30 40

SCALE- FEET

SEE TITLE SHEET FOR LEGEND

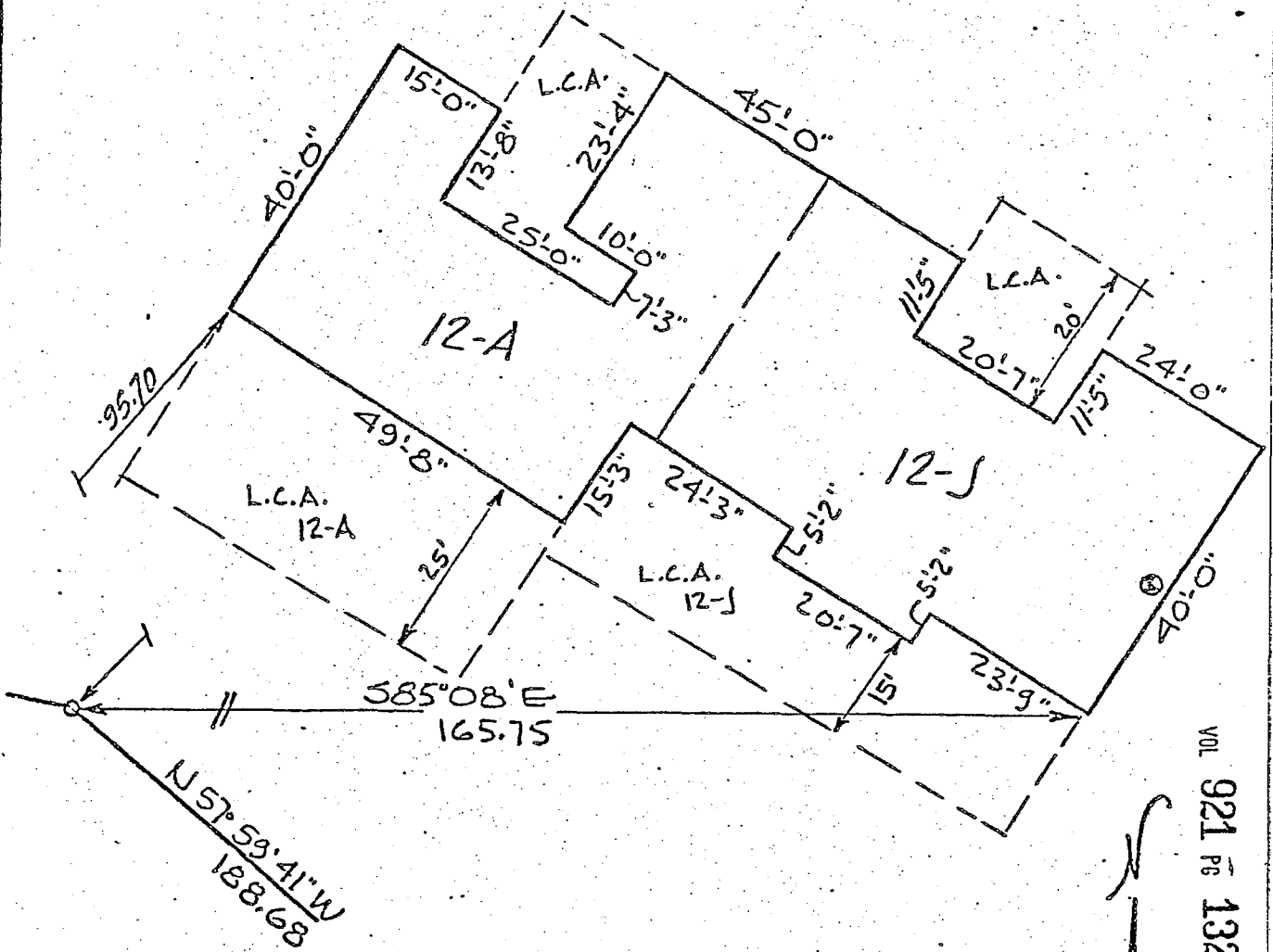
VOL 921 Pg 131

183605

# CONCORD DOWNS AT WALDEN

CONDOMINIUM

BUILDING No. 12      DETAIL BUILDING SHEET      EXHIBIT  
 SHEET 12 OF 18      C-1



VOL 921 Pg 132

183605

	<u>12-A</u>	<u>12-J</u>
DATUM ELEVATION	1078.60	1078.60
UPPER LIMIT PLANE	1098.60	1088.60
LOWER LIMIT PLANE	1068.60	1068.60

0 10 20 30 40

SCALE- FEET

SEE TITLE SHEET FOR LEGEND

# CONCORD DOWNS AT WALDEN

CONDOMINIUM

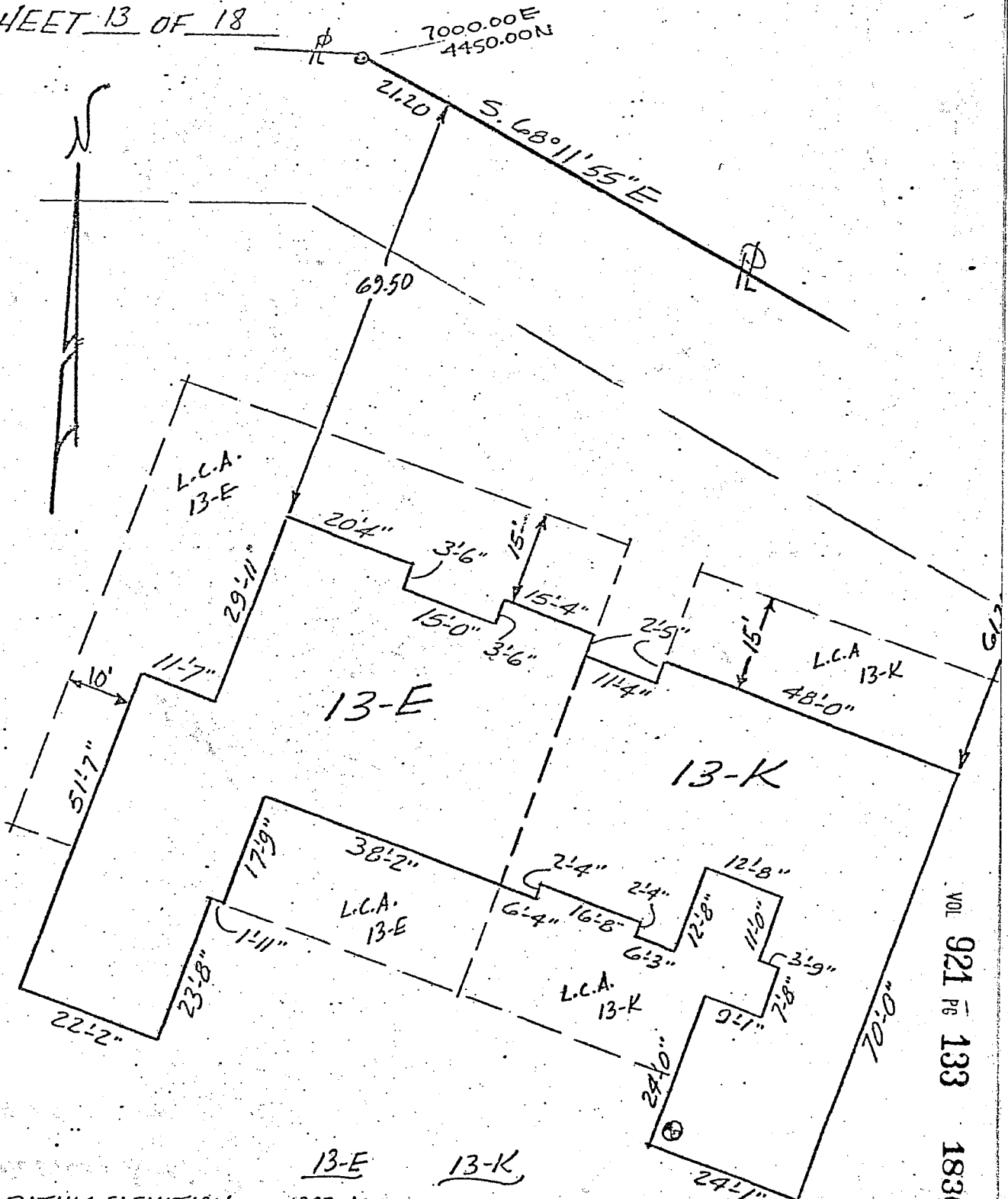
BUILDING No. 13

DETAIL BUILDING SHEET

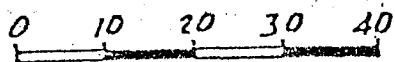
EXHIBIT

C-1

SHEET 13 OF 18



	13-E	13-K
DATUM ELEVATION	1083.42	1083.42
UPPER LIMIT PLANE	1103.42	1093.42
LOWER LIMIT PLANE	1081.42	1081.42



SCALE-FEET

SEE TITLE SHEET FOR LEGEND

VOL 921 Pg 133 183605

# CONCORD DOWNS AT WALDEN

CONDOMINIUM

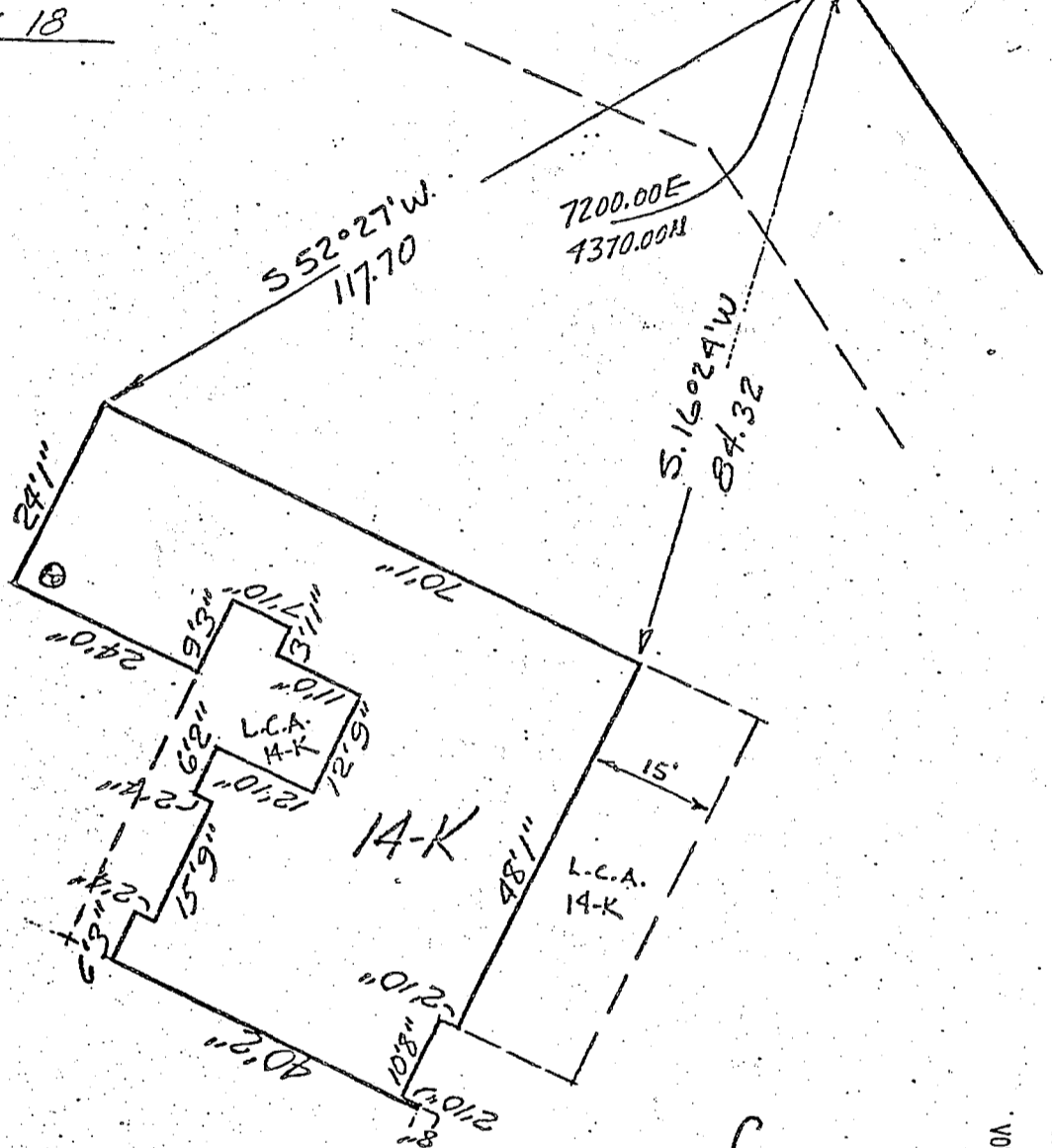
BUILDING No. 14

DETAIL BUILDING SHEET

EXHIBIT

C-1

SHEET 14 OF 18



VOL 921 Pg 134

183605

DATUM ELEVATION 1082.93

UPPER LIMIT PLANE 1092.93

LOWER LIMIT PLANE 1080.93

0 10 20 30 40

SCALE- FEET

SEE TITLE SHEET FOR LEGEND

# CONCORD DOWNS AT WALDEN

CONDOMINIUM

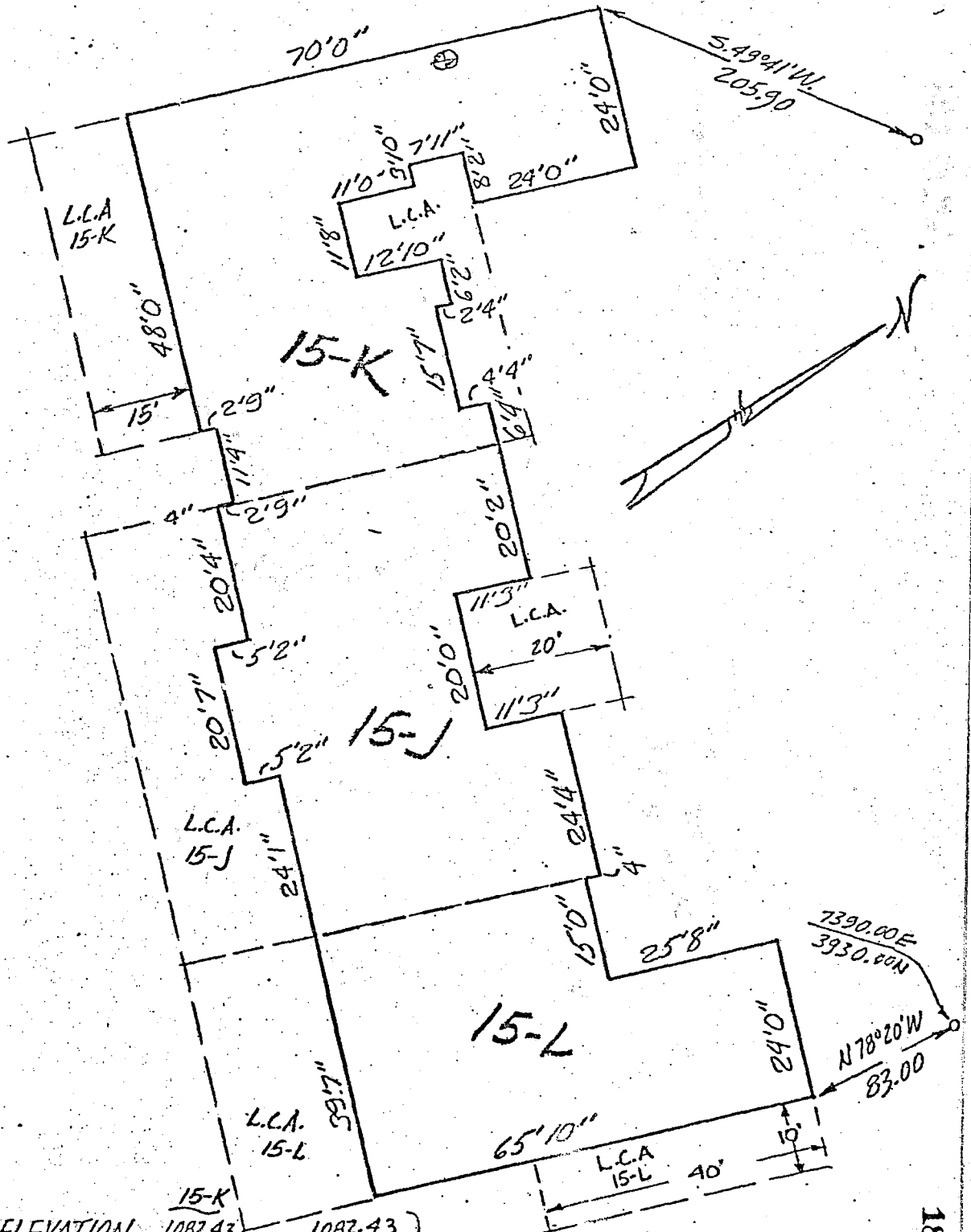
DETAIL BUILDING SHEET

EXHIBIT

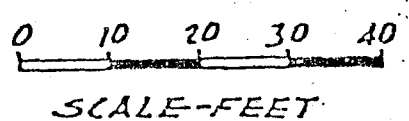
BUILDING No. 15

SHEET 15 OF 18

C-1



DATUM ELEVATION	1082.43	1082.43	} 15-J 15-L
UPPER LIMIT PLANE	1092.43	1102.43	
LOWER LIMIT PLANE	1080.43	1080.43	



VOL. 921 PG 135

SEE TITLE SHEET FOR LEGEND

183605



# CONCORD DOWNS AT WALDEN

CONDOMINIUM

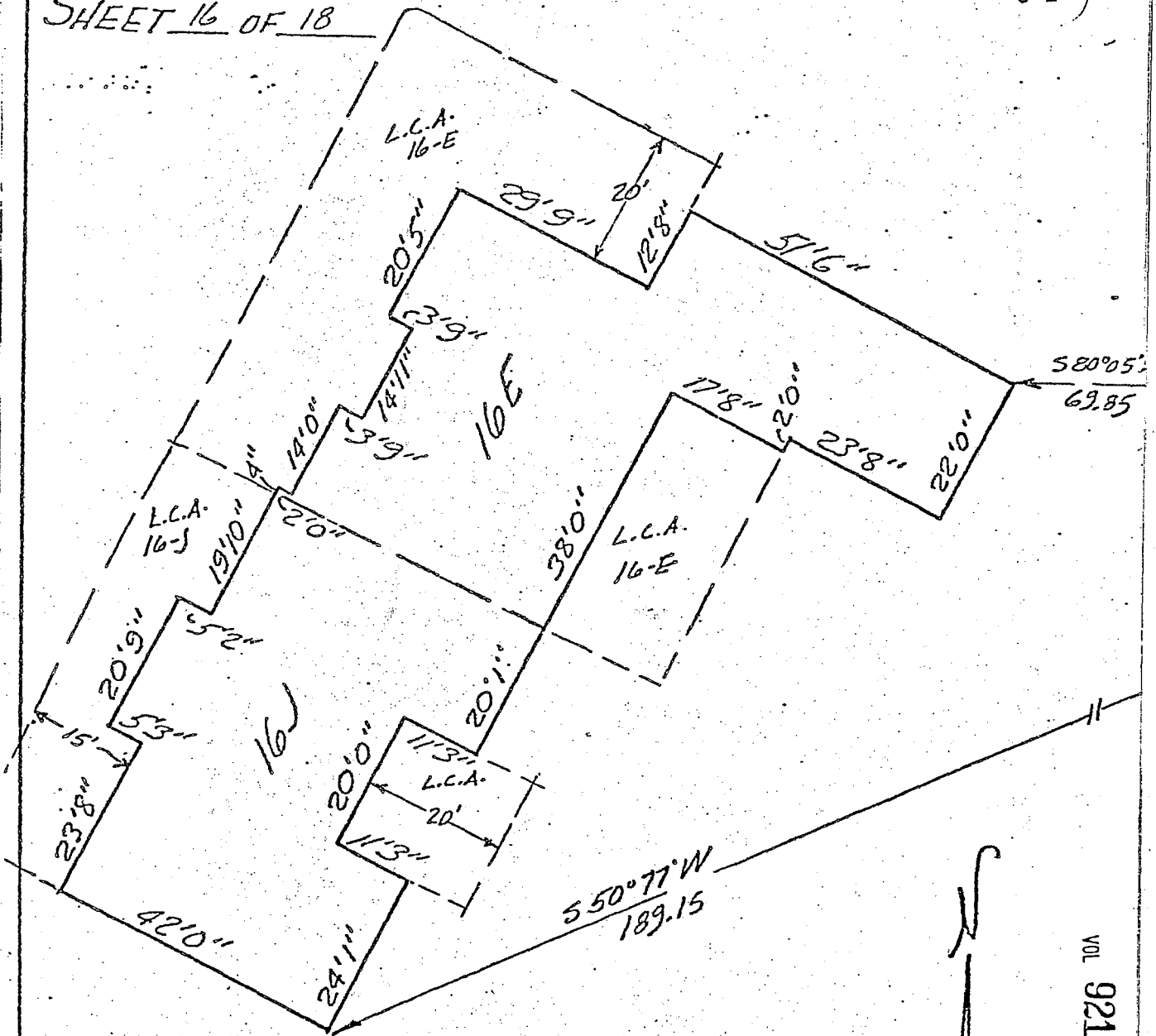
BUILDING No. 16

DETAIL BUILDING SHEET

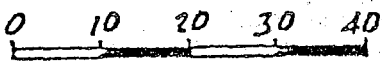
EXHIBIT

SHEET 16 OF 18

C-1



DATUM ELEVATION 1082.99  
 UPPER LIMIT PLANE 1102.99  
 LOWER LIMIT PLANE 1080.99



SCALE-FEET

SEE TITLE SHEET FOR LEGEND

VOL 921 Pg 136  
 183605

# CONCORD DOWNS AT WALDEN

CONDOMINIUM

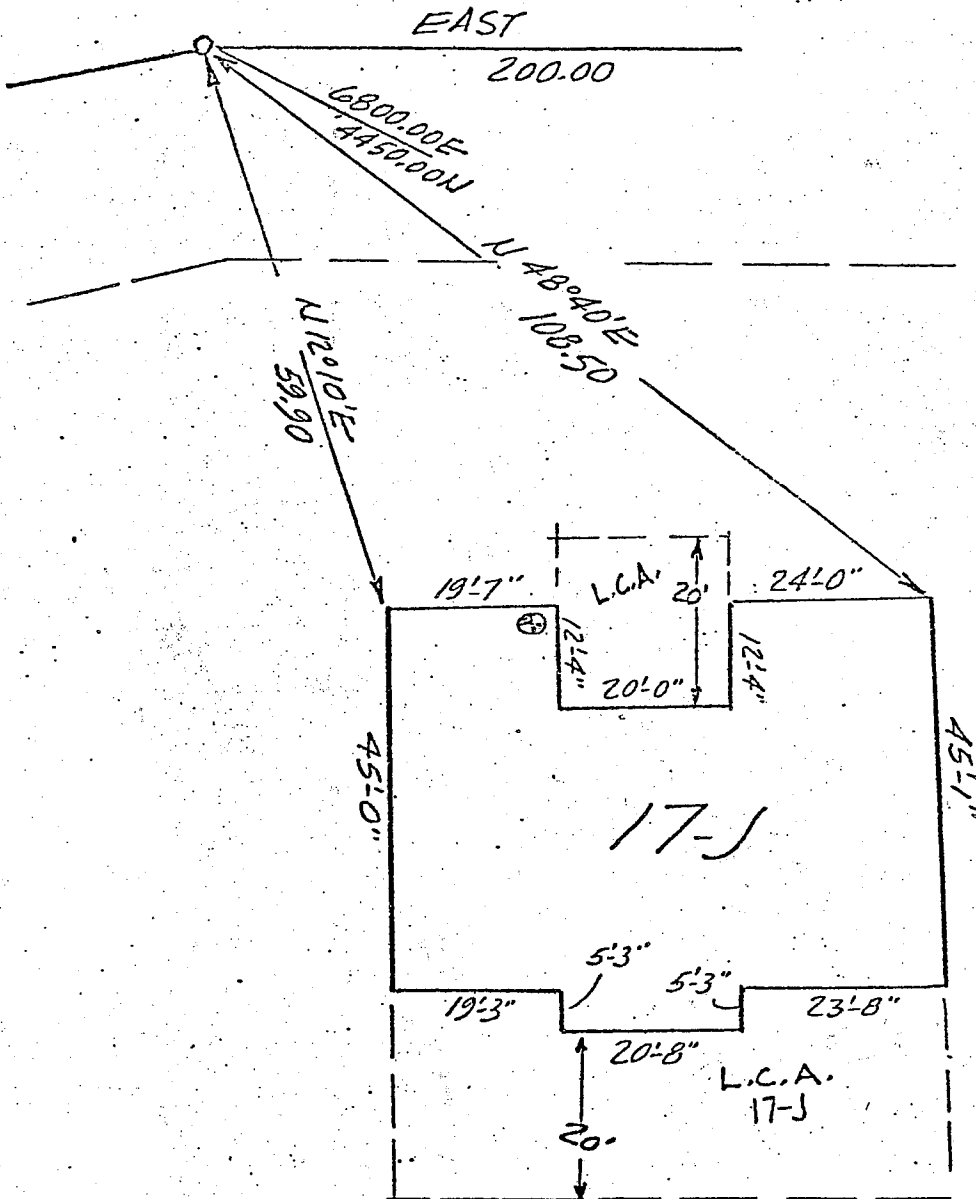
BUILDING No. 17

DETAIL BUILDING SHEET

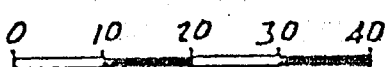
EXHIBIT

SHEET 17 OF 18

C-1

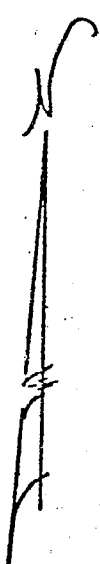


DATUM ELEVATION 1076.88  
 UPPER LIMIT PLANE 1086.88  
 LOWER LIMIT PLANE 1066.88



SCALE- FEET

SEE TITLE SHEET FOR LEGEND



VOL 921 Pg 137

183605

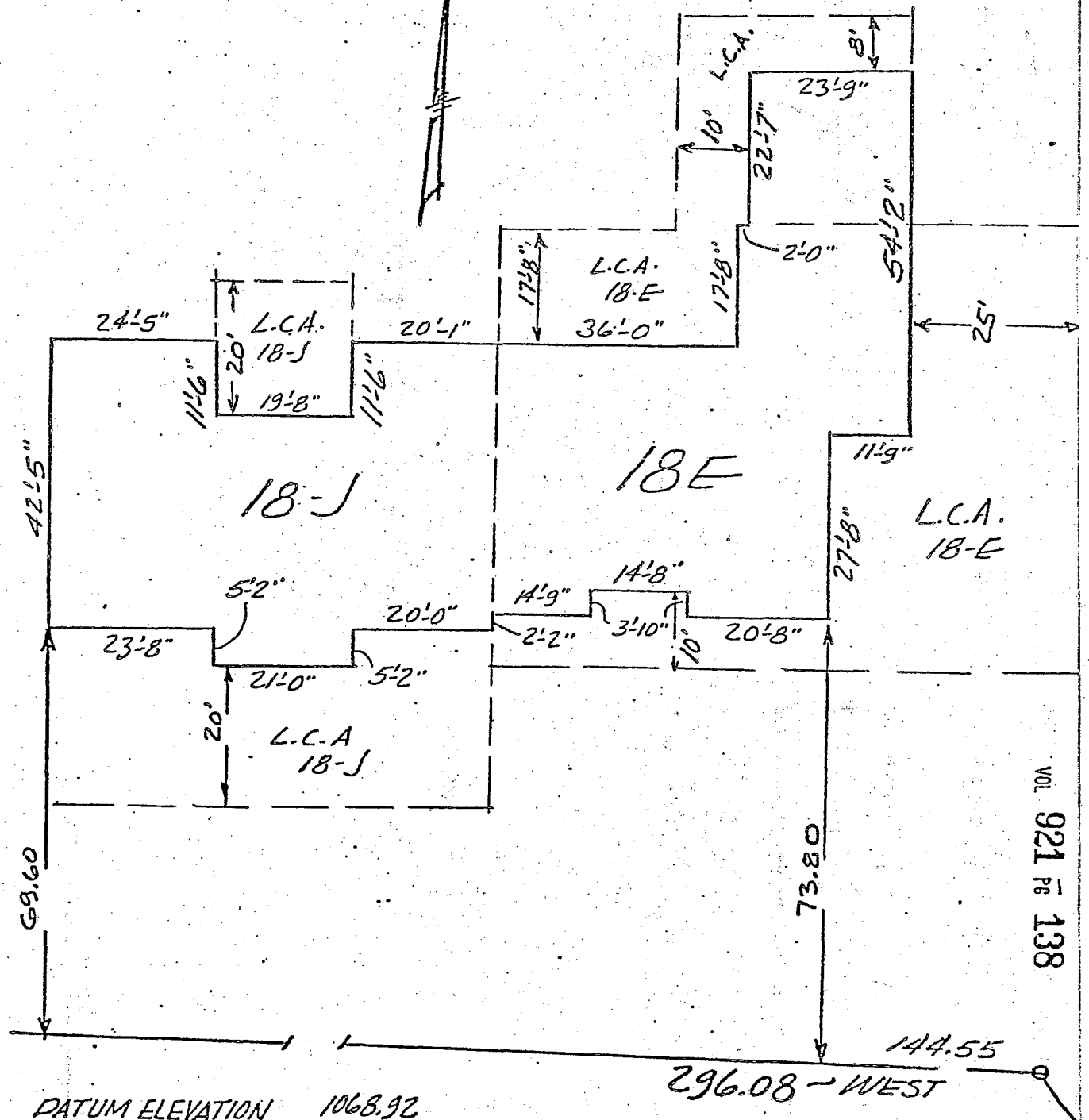
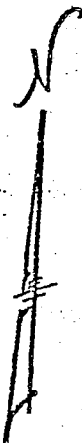
# CONCORD DOWNS AT WALDEN

## CONDOMINIUM

BUILDING No. 18  
 SHEET 13 OF 18

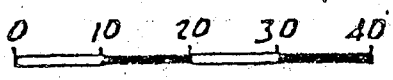
DETAIL BUILDING SHEET EXHIBIT

C-1



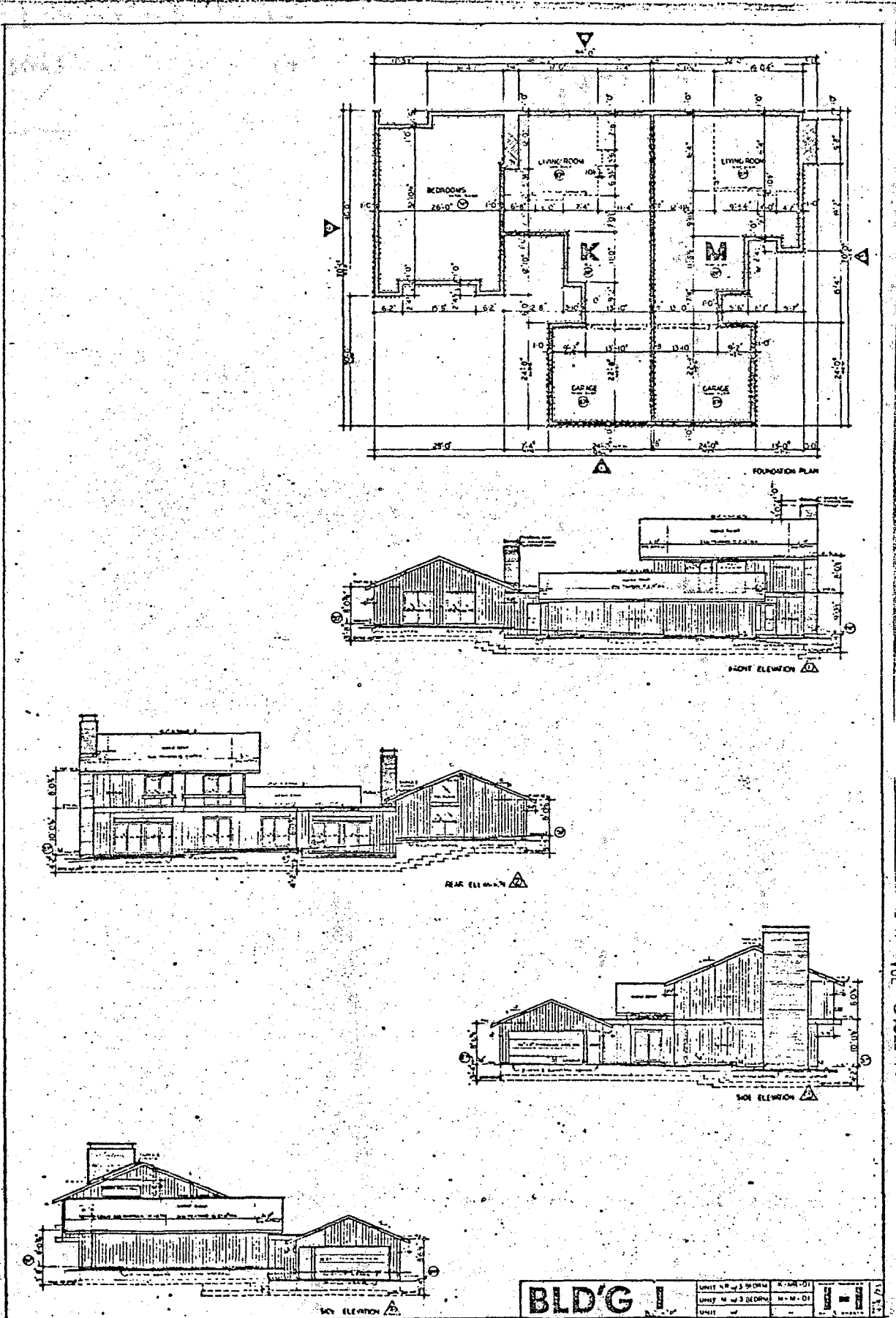
VOL. 921 PG. 138  
183605

DATUM ELEVATION 1068.92  
 UPPER LIMIT PLANE 1088.92  
 LOWER LIMIT PLANE 1066.92



SCALE- FEET

SEE TITLE SHEET FOR LEGEND

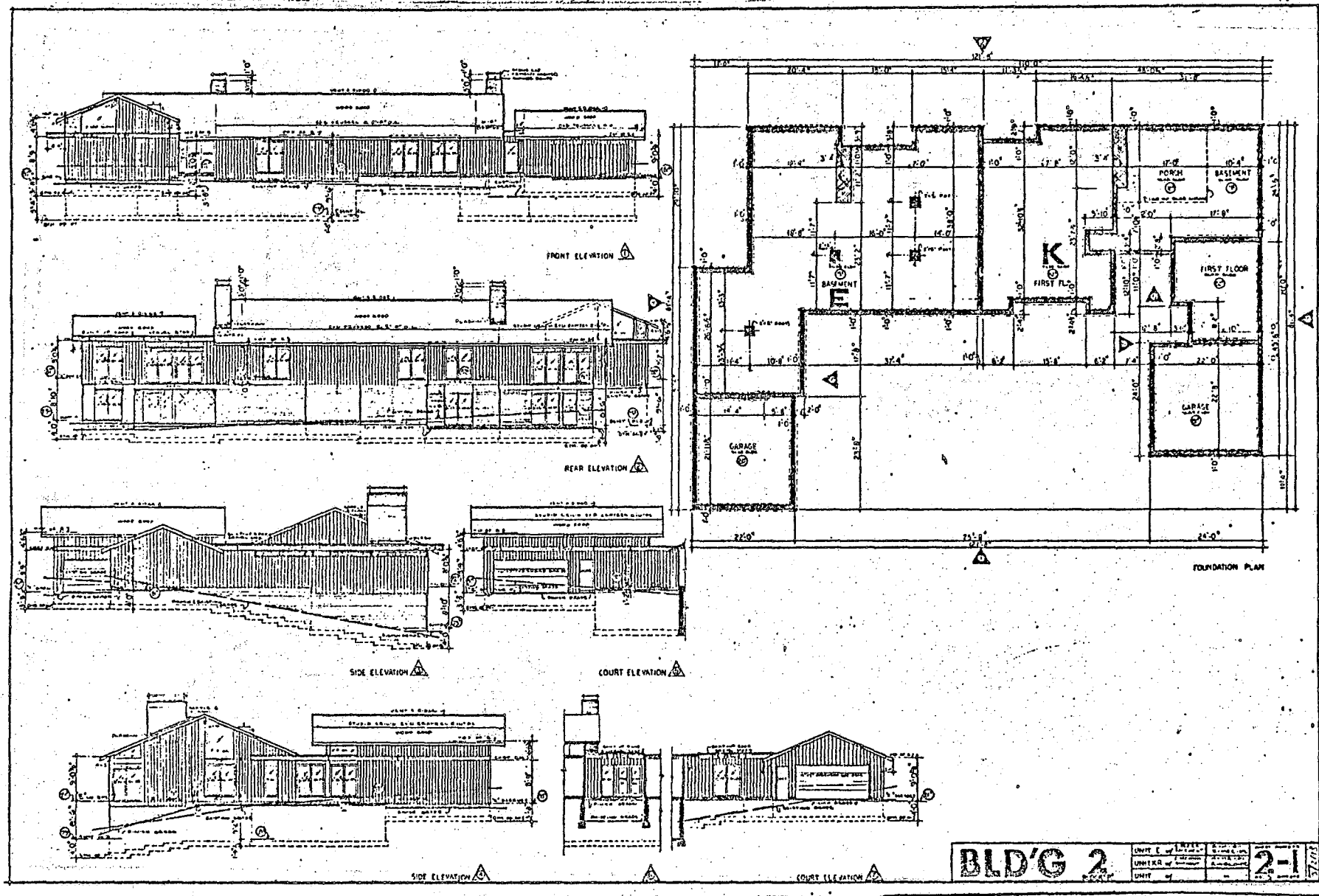


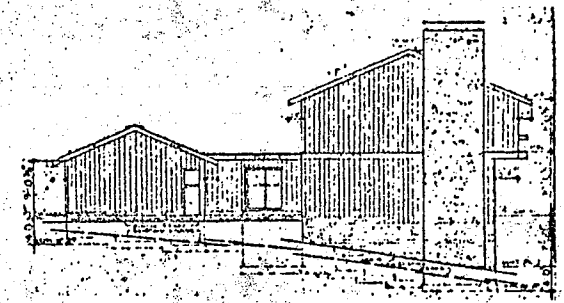
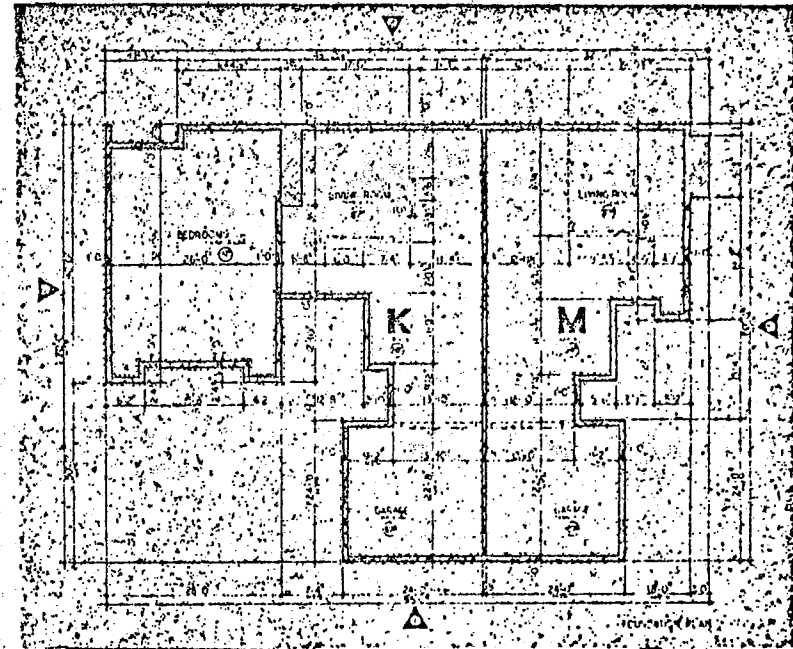
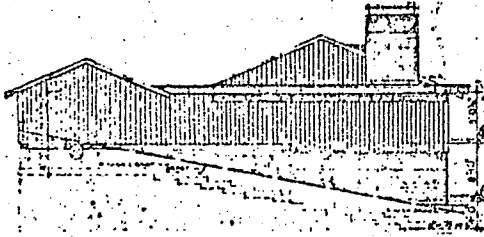
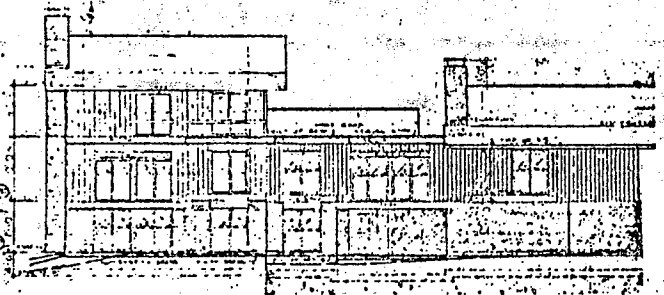
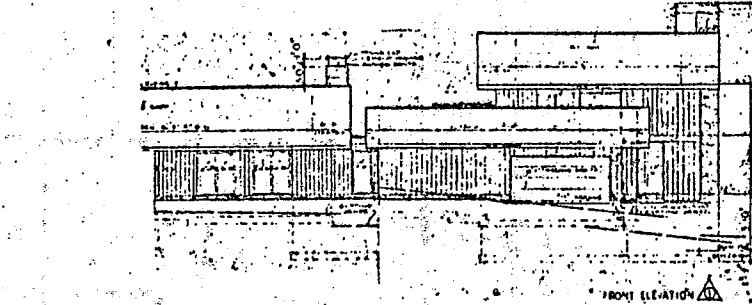
BLD'G	UNIT N. of 3 BDRM	R. 100-01	1/2" = 1'-0"
	UNIT M. of 3 BDRM	M. 100-01	
	UNIT S. of 3 BDRM	S. 100-01	

EXHIBIT "C-2"  
Sheets 1-21

VOL 921 Pg 139

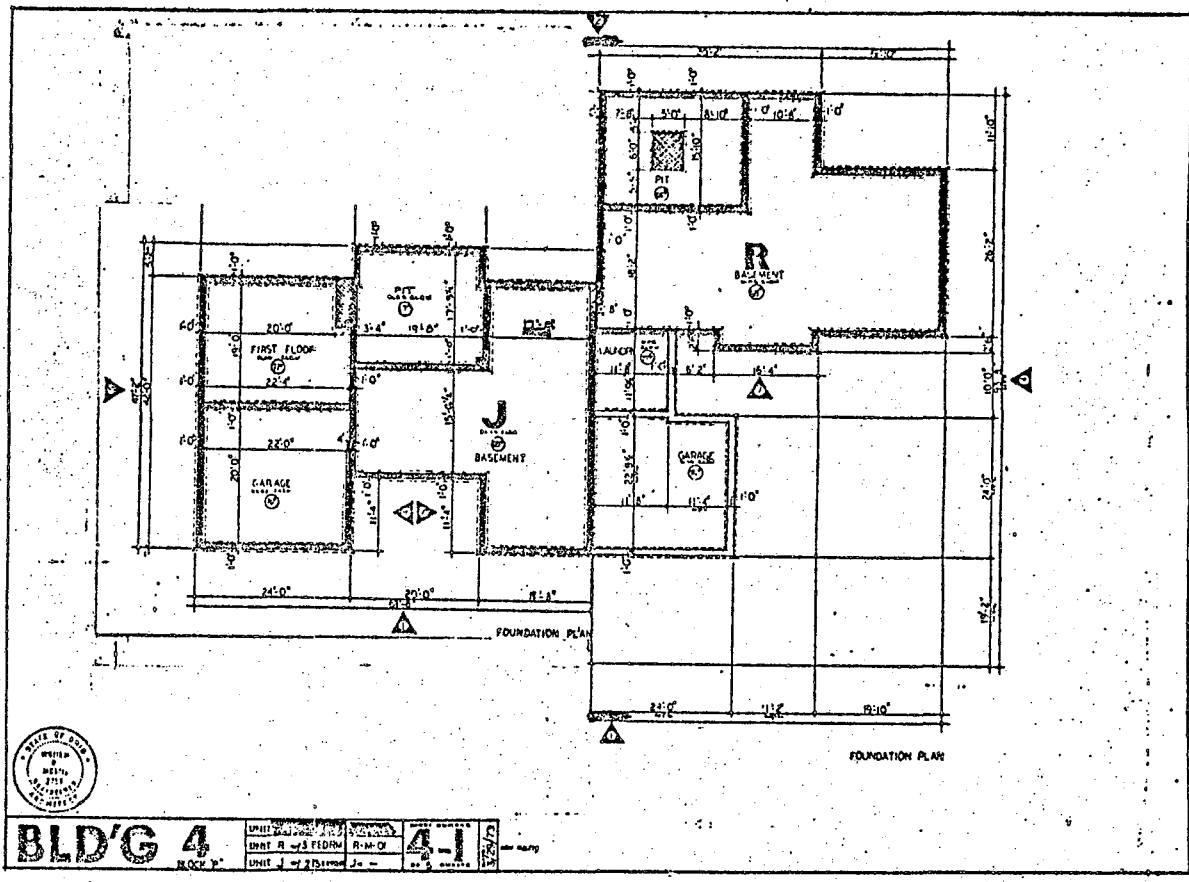
183605



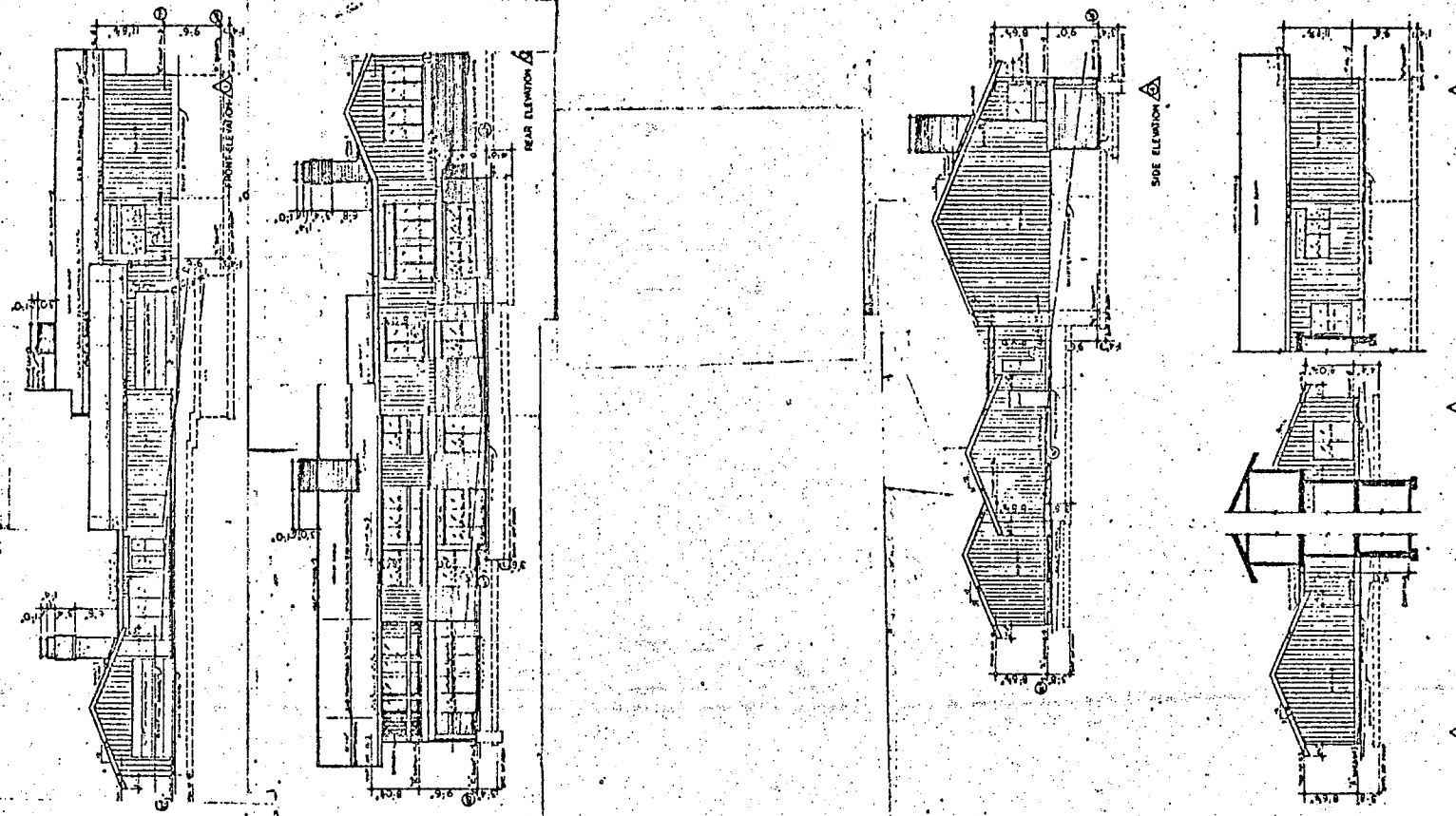


BLD'G 3

UNIT NO.	3-1
UNIT NO.	
UNIT NO.	



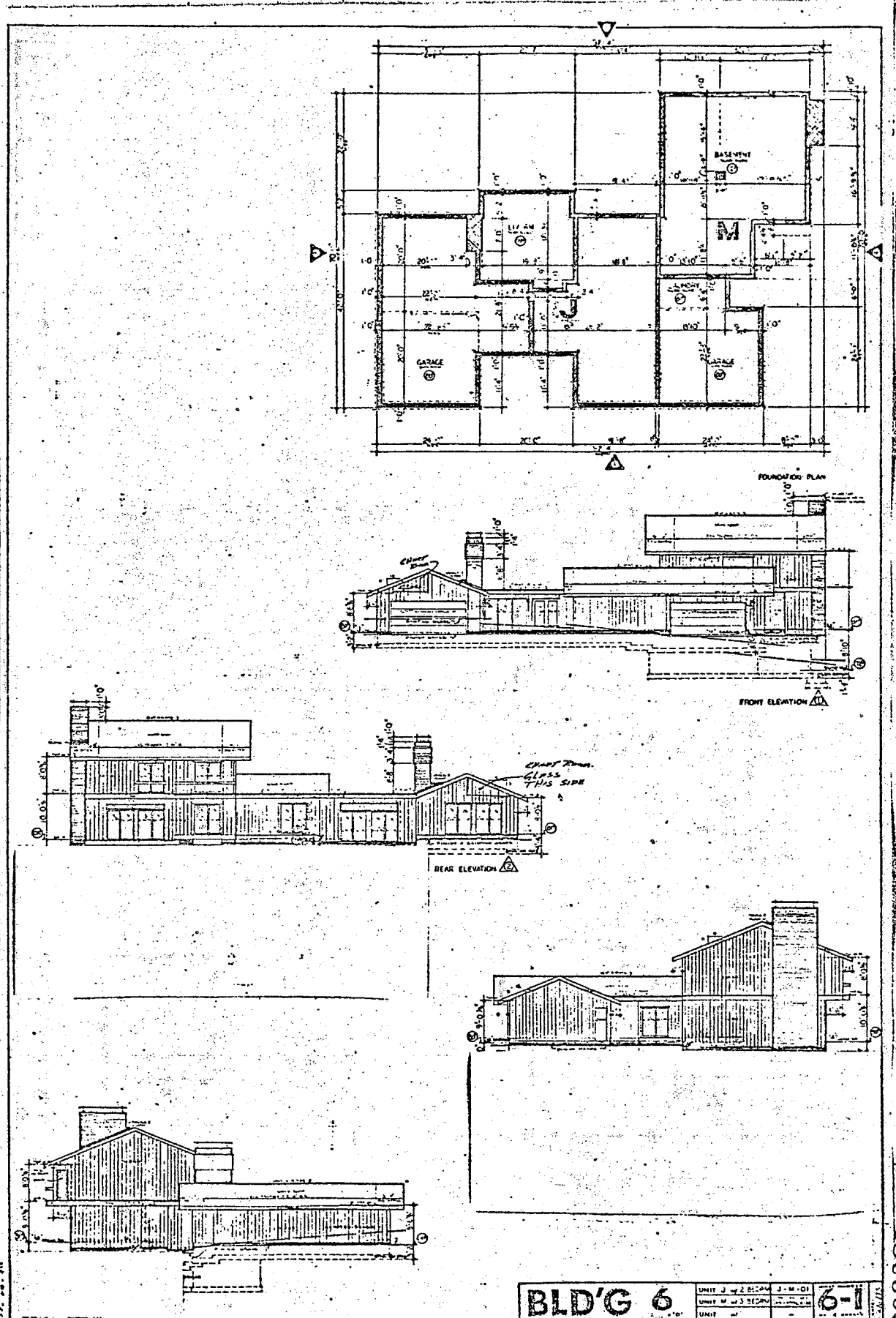
**BLD'G 4** UNIT 1 of 3 FIDM R-10-0 UNIT 1 of 2 FIDM J-1-1  
NOV 19 1954



**BLD'G 4.** UNIT 2 - 1500 S.W. 11th St. MIAMI, FL 33135  
 UNIT 1 - 1500 S.W. 11th St. MIAMI, FL 33135  
**4-2**



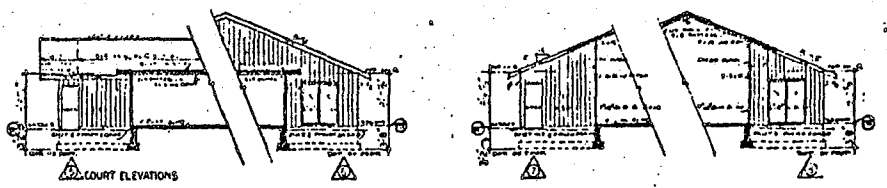
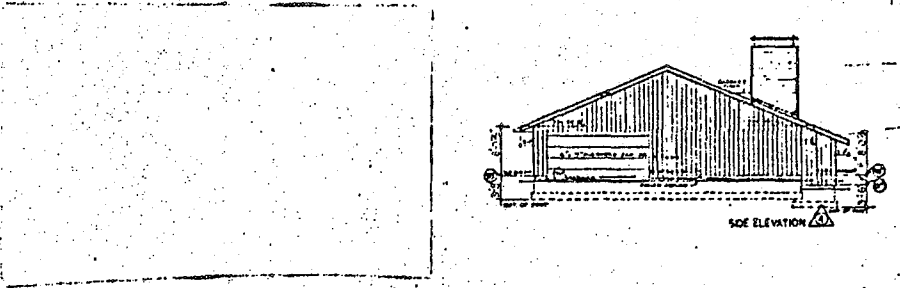
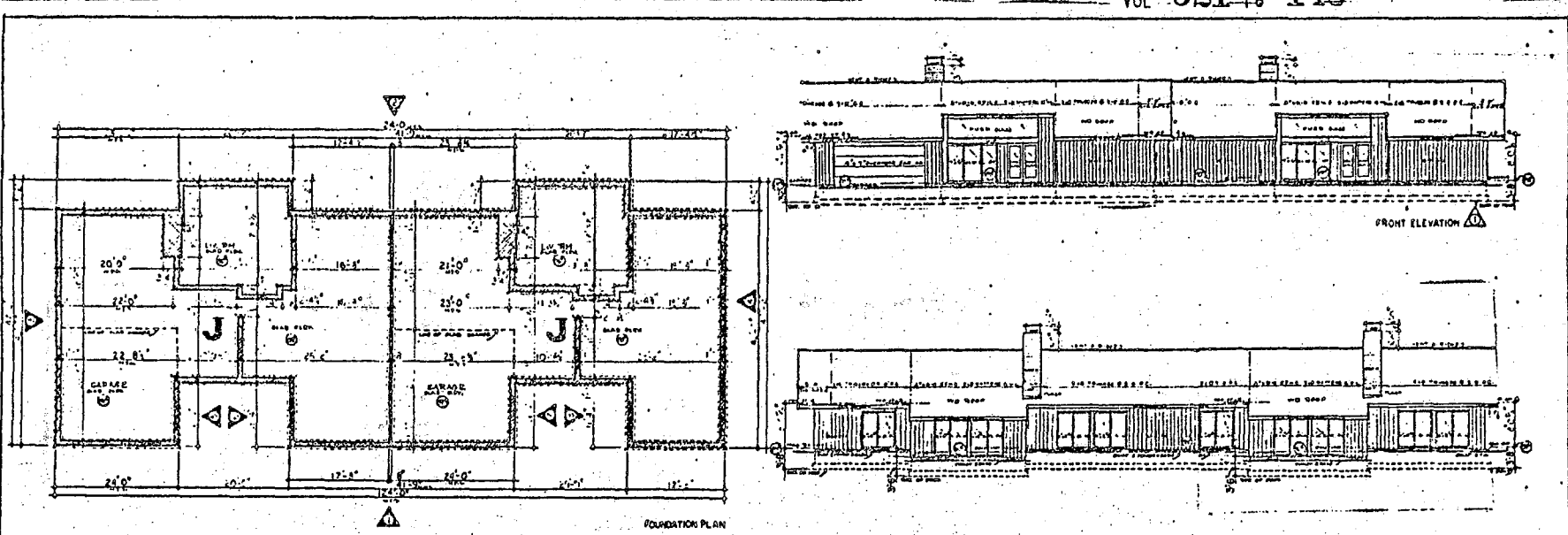




VOL 921 PG 145

183605

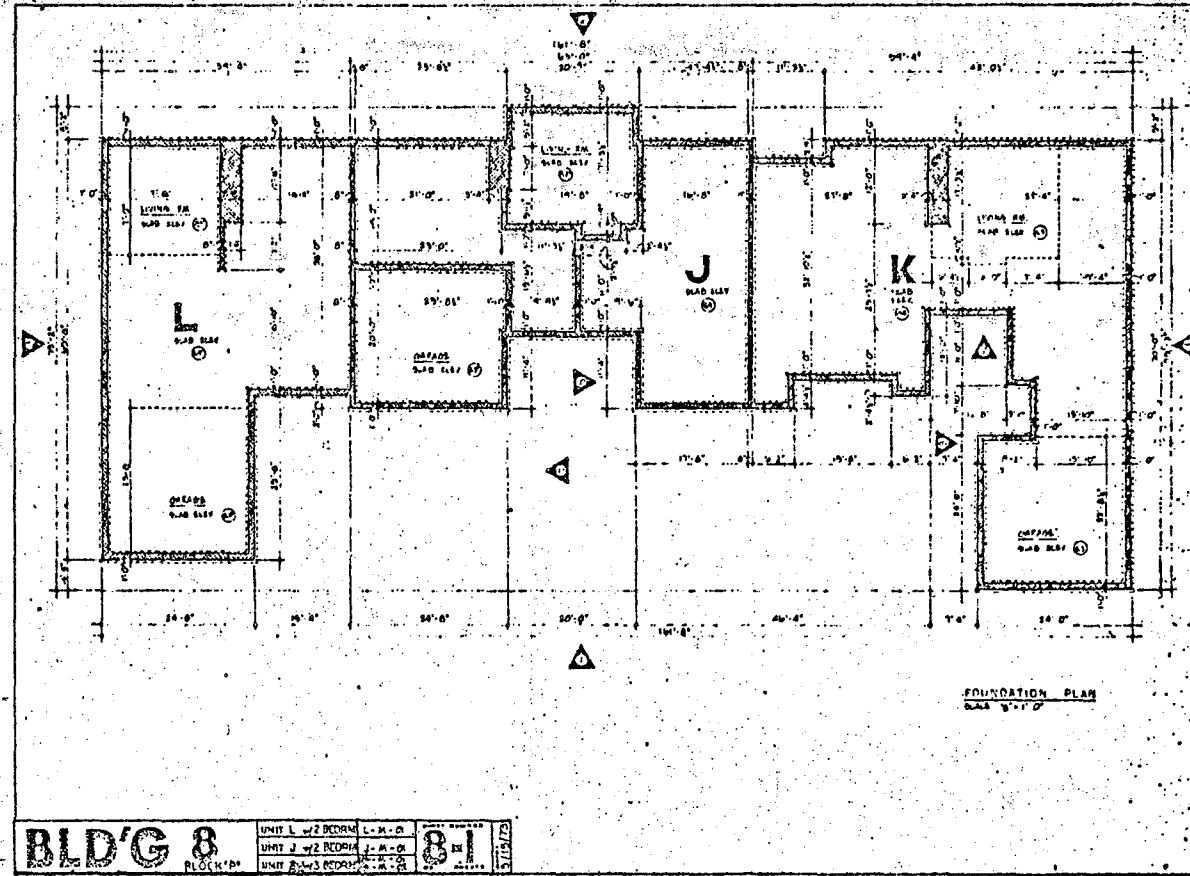
BLD'G 6	UNIT J W 2 BEAM	J W 01	6-1
	UNIT M W 3 BEAM	M W 01	
	UNIT W		

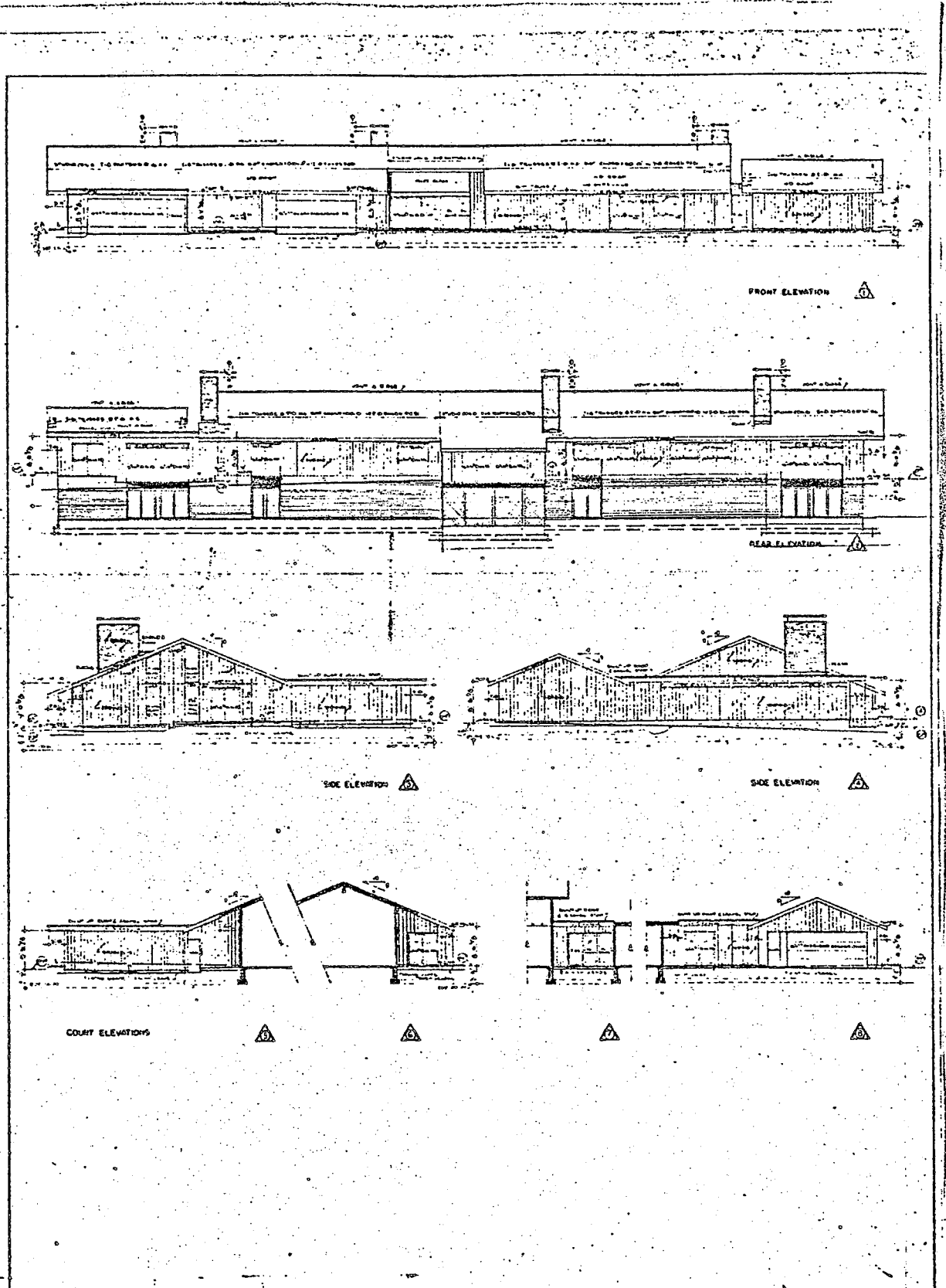


**BLD'G 7**

UNIT J	2	ROOM	J-M-OI
UNIT			
UNIT			

**7-1**





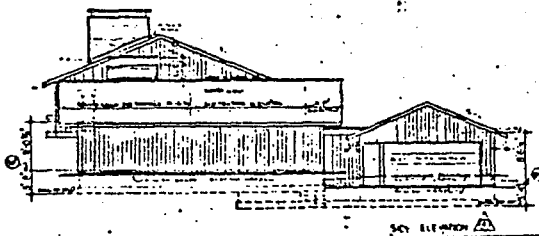
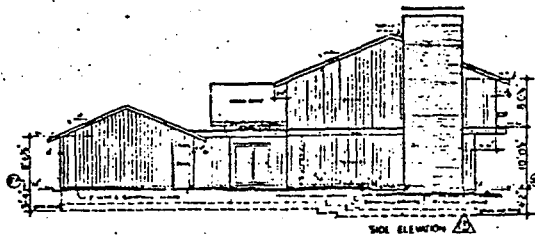
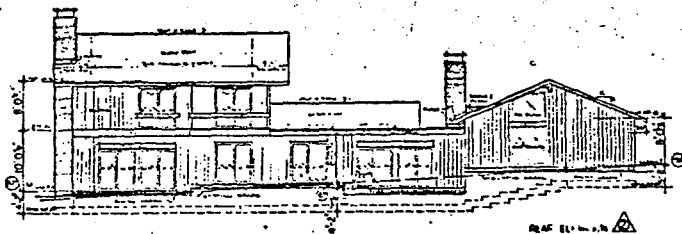
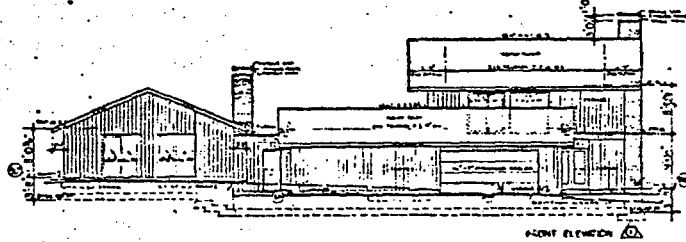
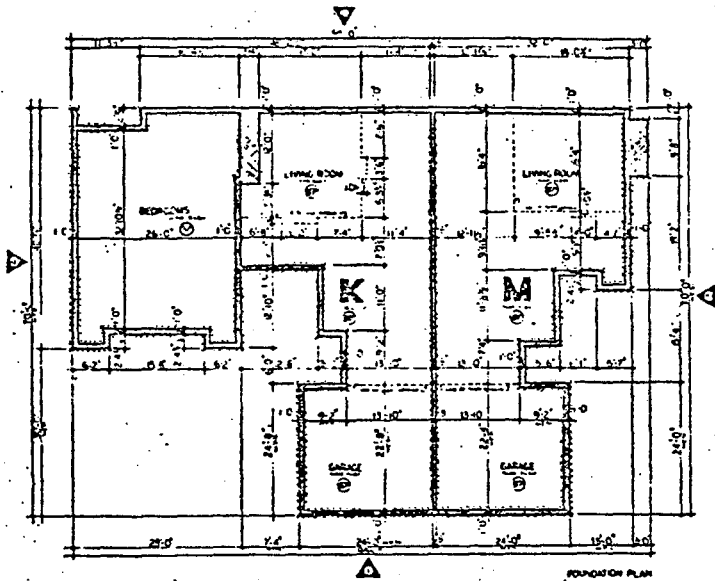
**BLD'G 8**

UNIT 1 - 2 BEORN	L - N - O
UNIT 2 - 2 BEORN	J - K - P
UNIT 3 - 3 BEORN	Q - R - S

**8-1**

VOL 921 PG 148

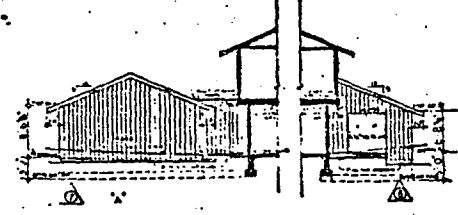
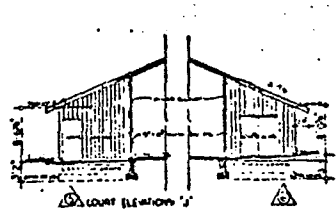
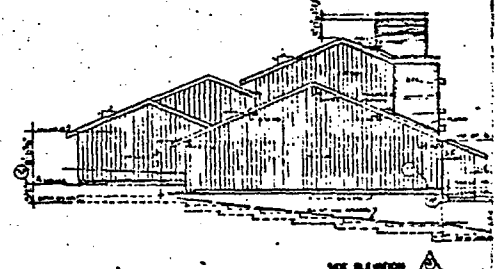
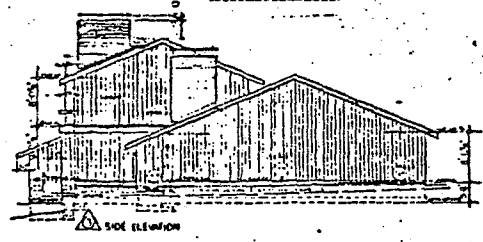
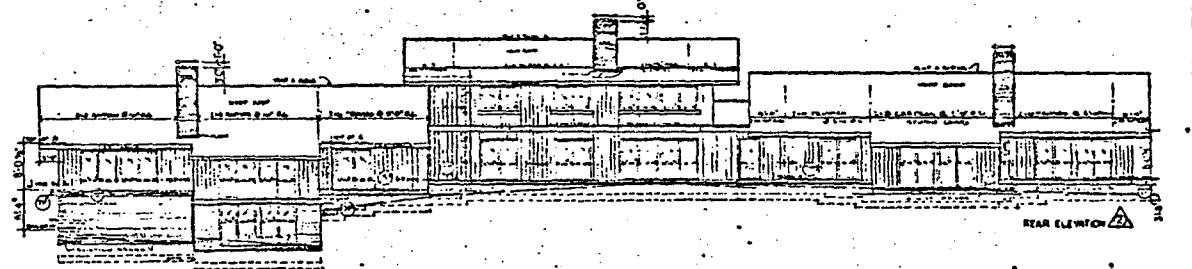
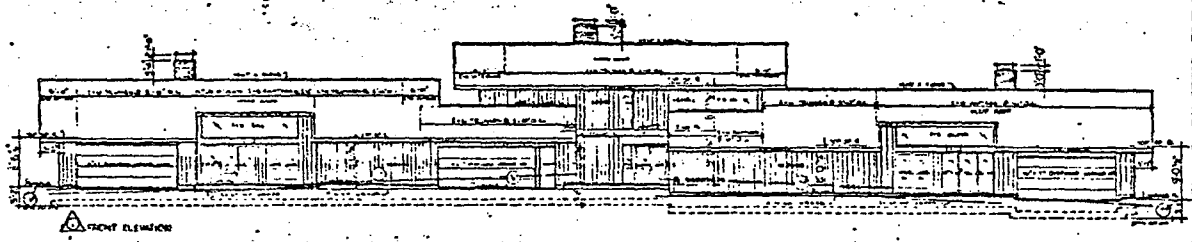
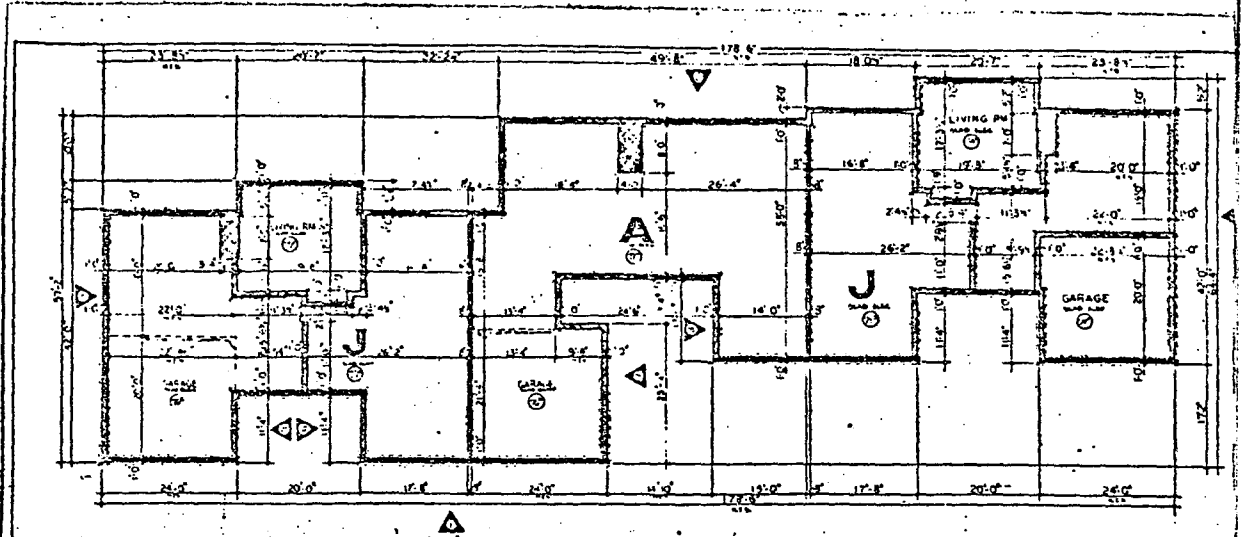
183605



BLD'G 9 9-1

VOL. 924 PG. 149

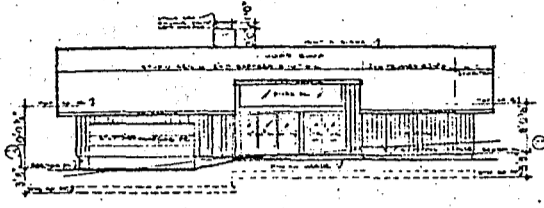
183605



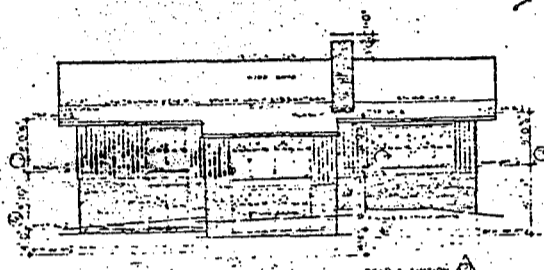
BLD'G 10

UNIT 1	22	210	J-W-01
UNIT 2	22	210	A-W-01
UNIT 3	22	210	J-W-01

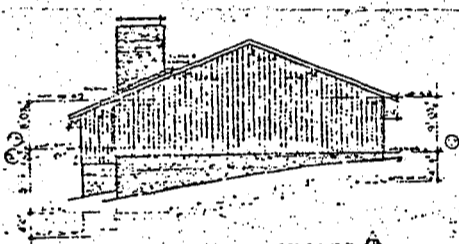
10-1



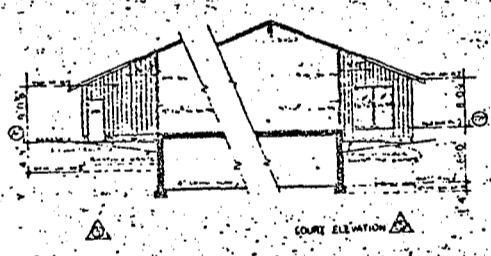
FRONT ELEVATION



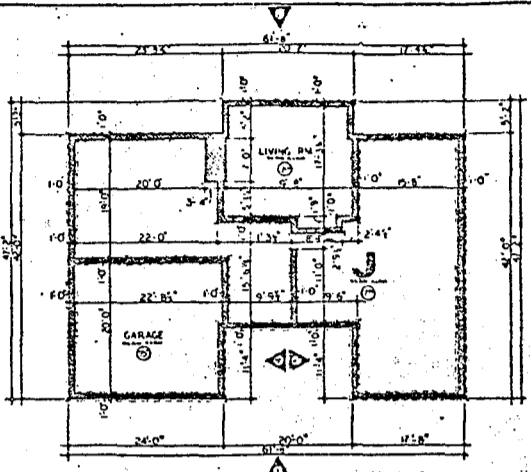
REAR ELEVATION



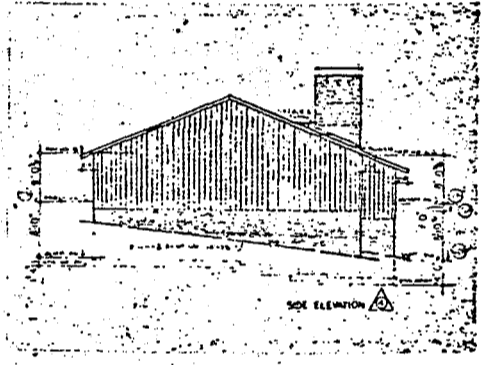
SIDE ELEVATION



SIDE ELEVATION



FOUNDATION PLAN



FRONT ELEVATION

BLD'G II

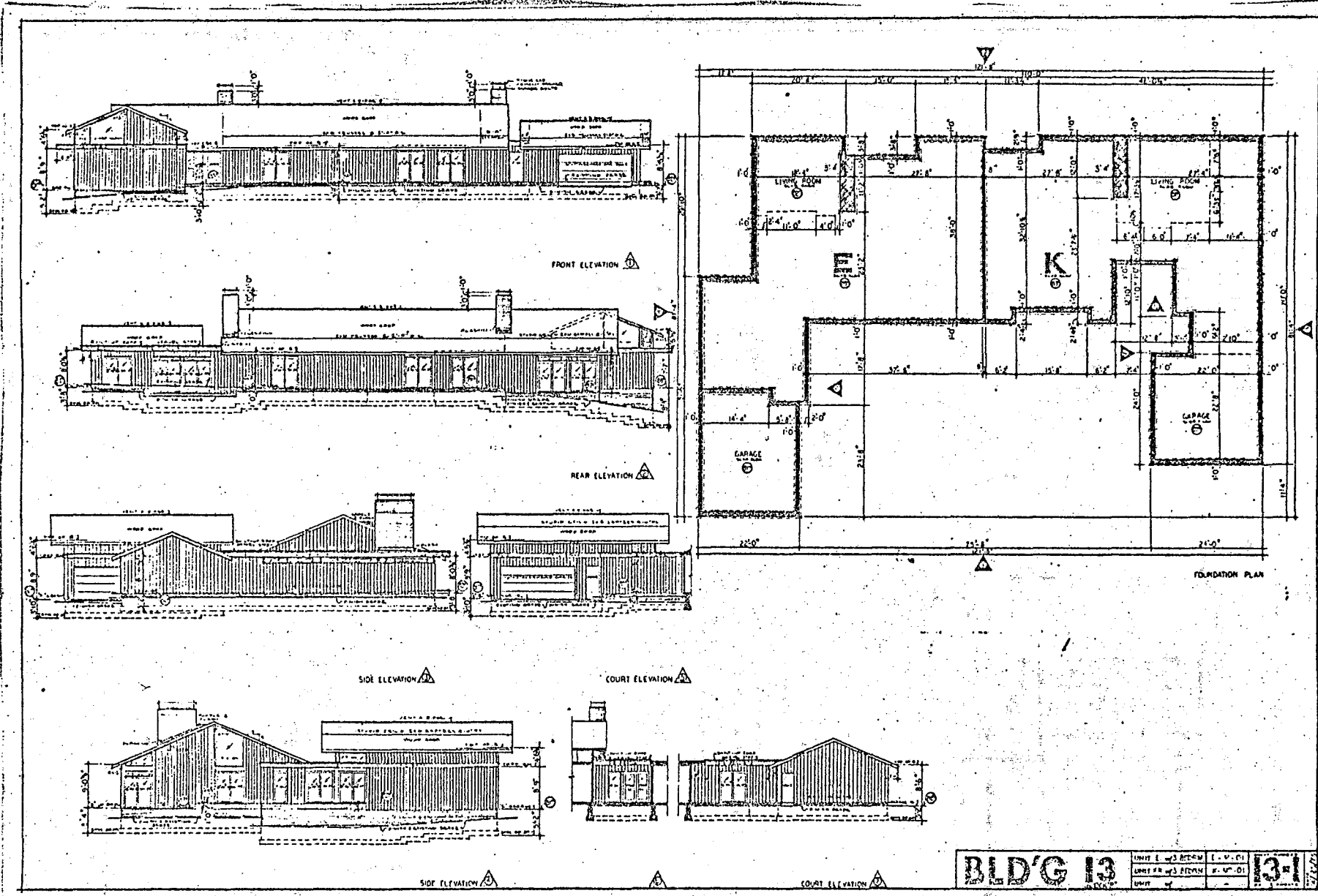
UNIT 1	W-C	REDA	J-M-01	11-1	1/1/5
UNIT 2					
UNIT 3					

VOL 921-40 151

183605

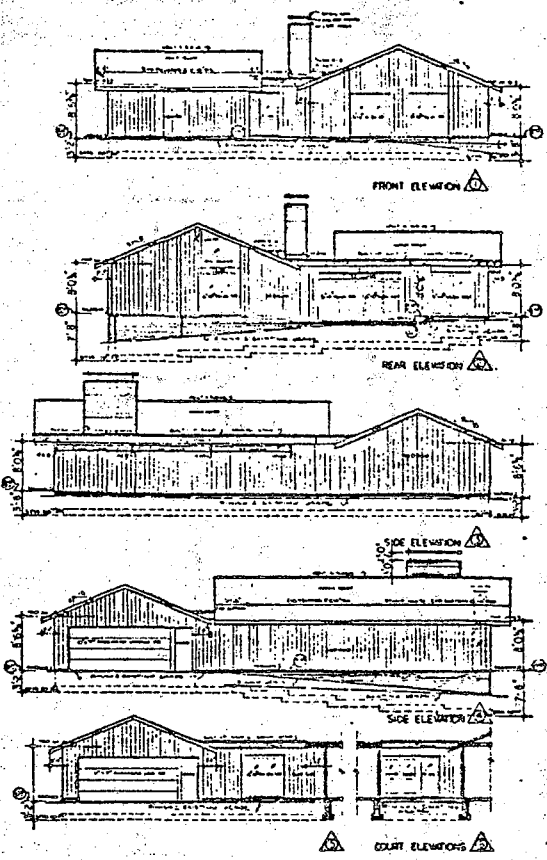
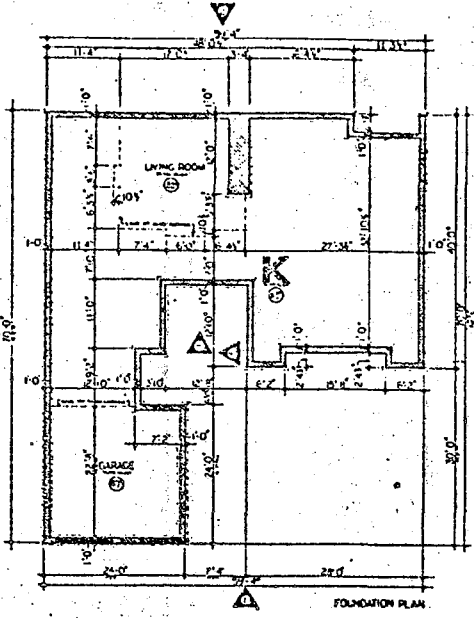






**BLDG 13**

UNIT 1 - 3 BERM	E. V. C.	<b>3-1</b>
UNIT 2 - 3 BERM	E. V. C.	
UNIT 3 - 3 BERM	E. V. C.	

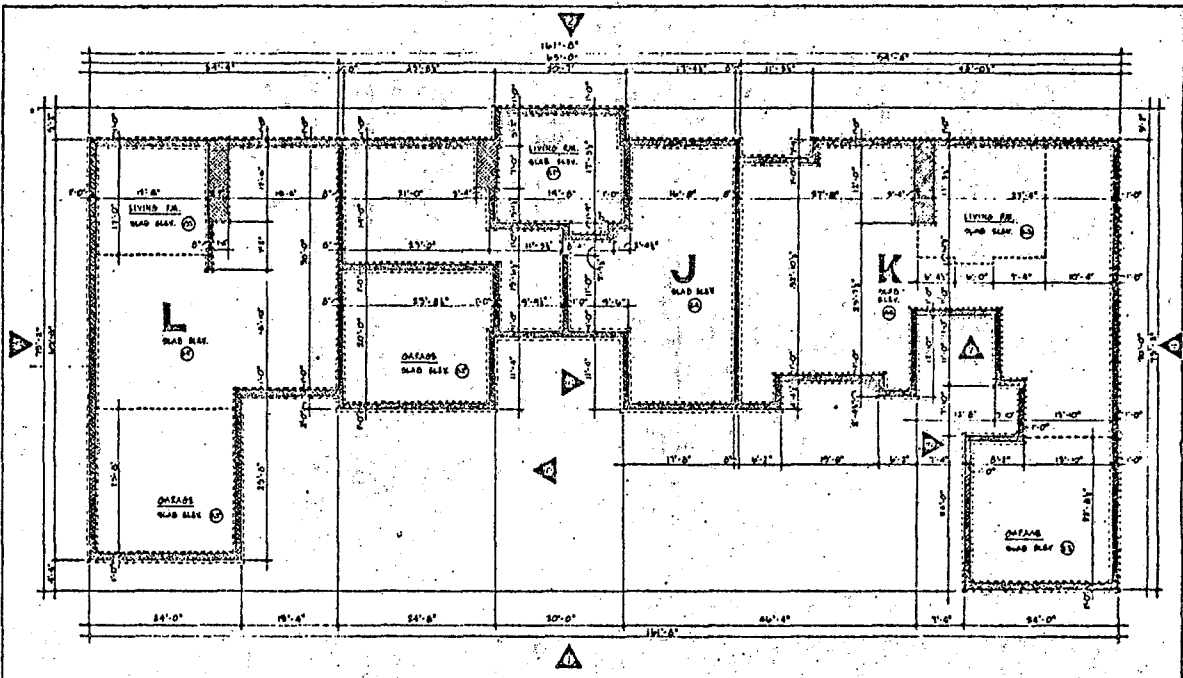


K MASTER

UNIT NO.	14
UNIT	14
UNIT	14
UNIT	14

VOL 921 Pt 154

182605

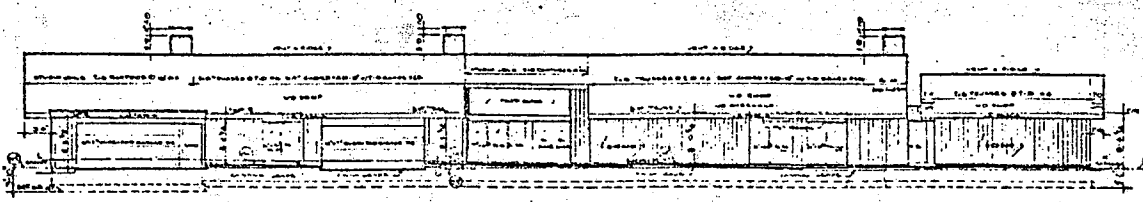


FOUNDATION PLAN  
SCALE 1/8" = 1'-0"

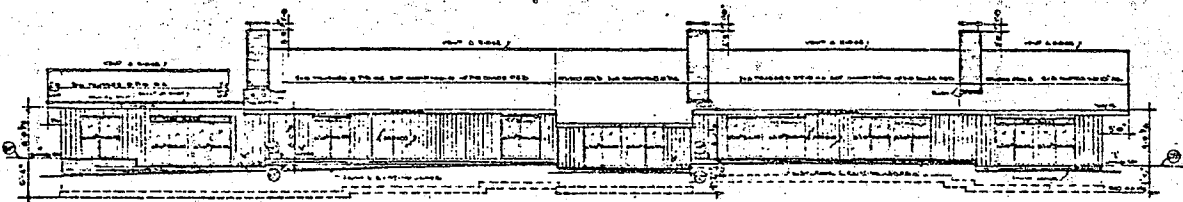
**BLD'G 15**

UNIT 1 - 1/2 WFRM	L-M-01
UNIT 2 - 1/2 BDRM	J-M-01
UNIT 3 - 1/2 BDRM	R-M-01

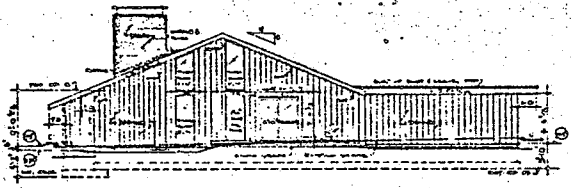
**15-1**



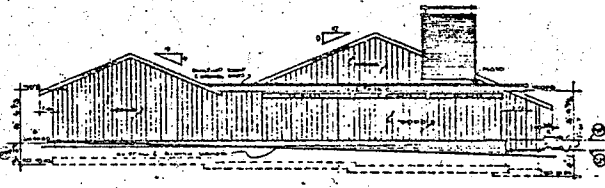
FRONT ELEVATION



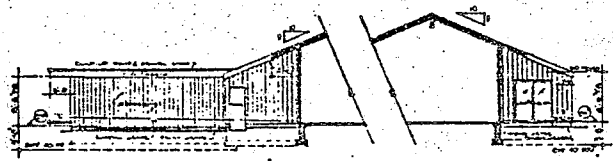
REAR ELEVATION



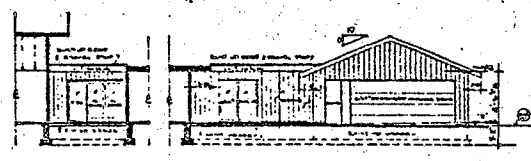
SIDE ELEVATION



SIDE ELEVATION



COURT ELEVATIONS



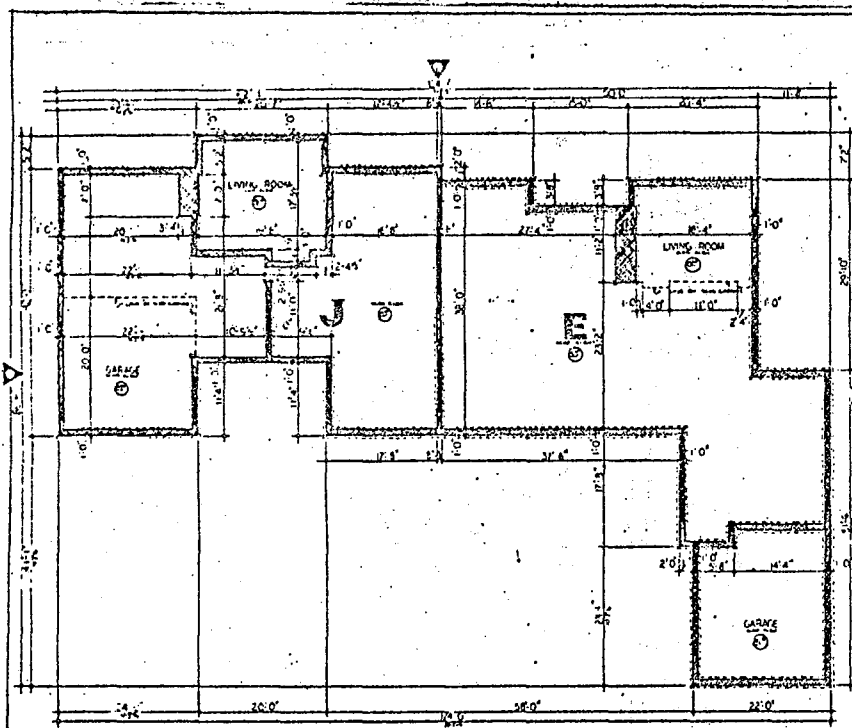
BLD'G 15

UNIT 1	UNIT 2	UNIT 3	UNIT 4
UNIT 5	UNIT 6	UNIT 7	UNIT 8
UNIT 9	UNIT 10	UNIT 11	UNIT 12

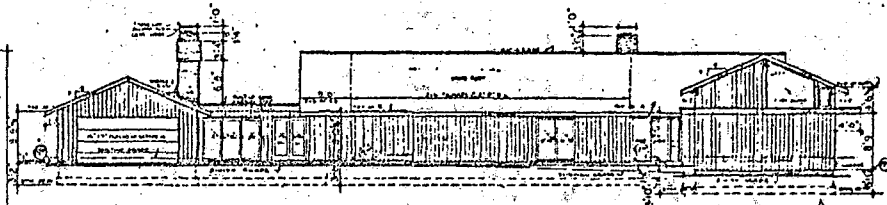
152

VOL 921 Pg 156

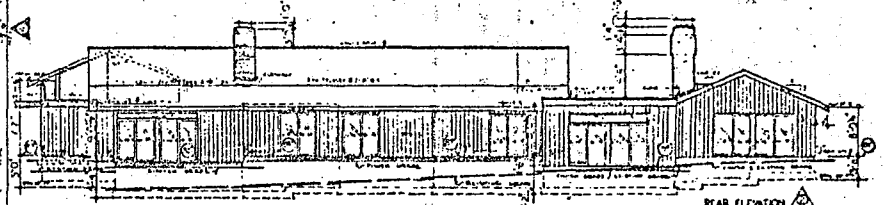
183605



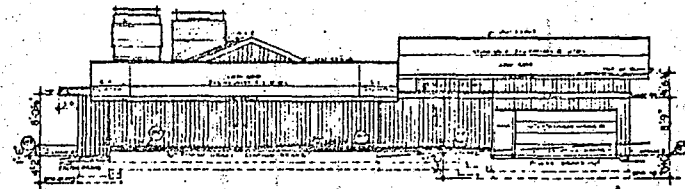
FOUNDATION PLAN



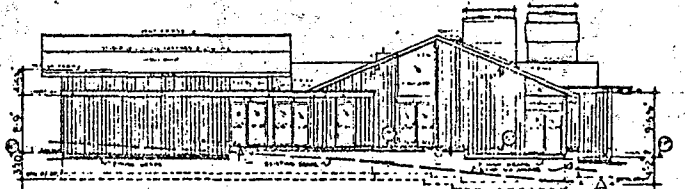
FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

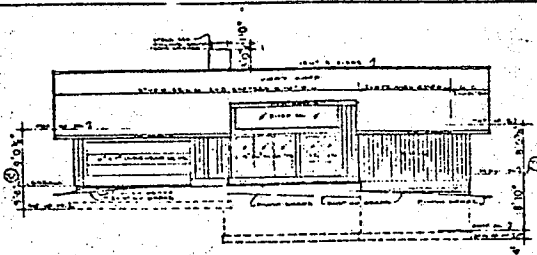


SIDE ELEVATION

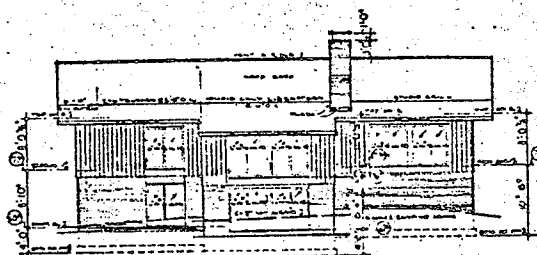


BLD'G 16 UNIT 1-22 NEDON J-M-01 UNIT 1A-13 ESDON I-ME-01 16-1

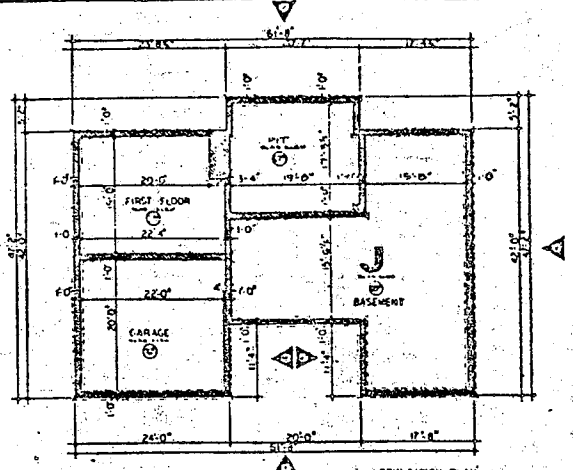
BLDG 16



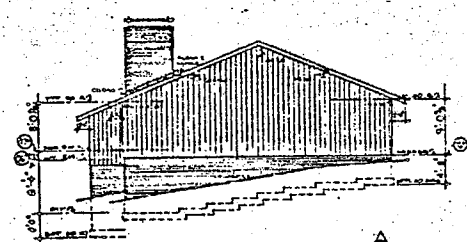
FRONT ELEVATION



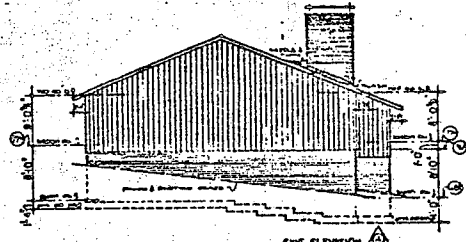
REAR ELEVATION



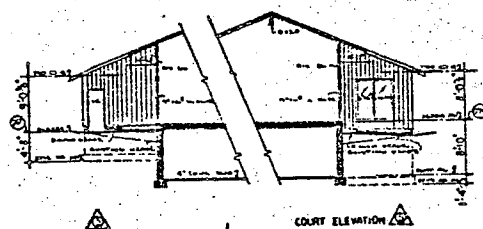
FOUNDATION PLAN



SIDE ELEVATION



SIDE ELEVATION

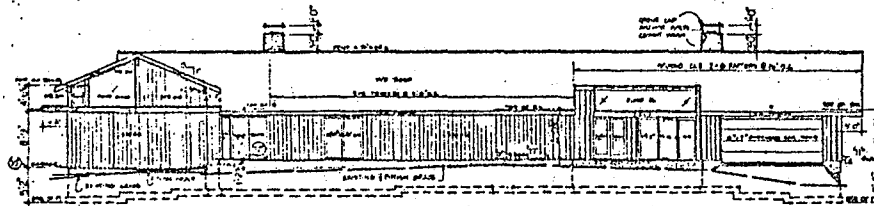


COURT ELEVATION

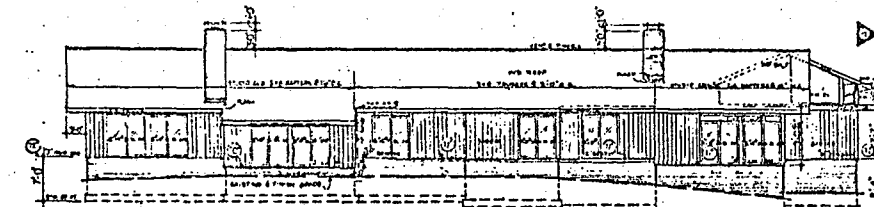
BLD'G 17

UNIT 2 of 17	17-1
UNIT 1 of 17	
UNIT 3 of 17	

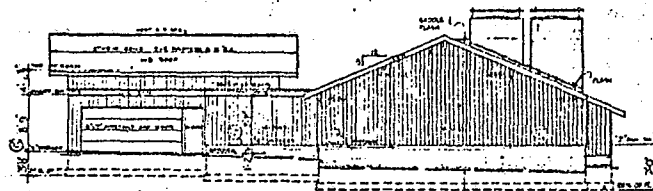
VOL 921 No 158 183605



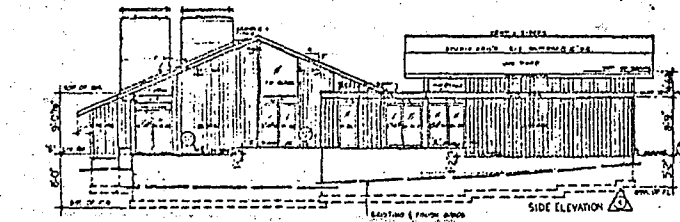
FRONT ELEVATION



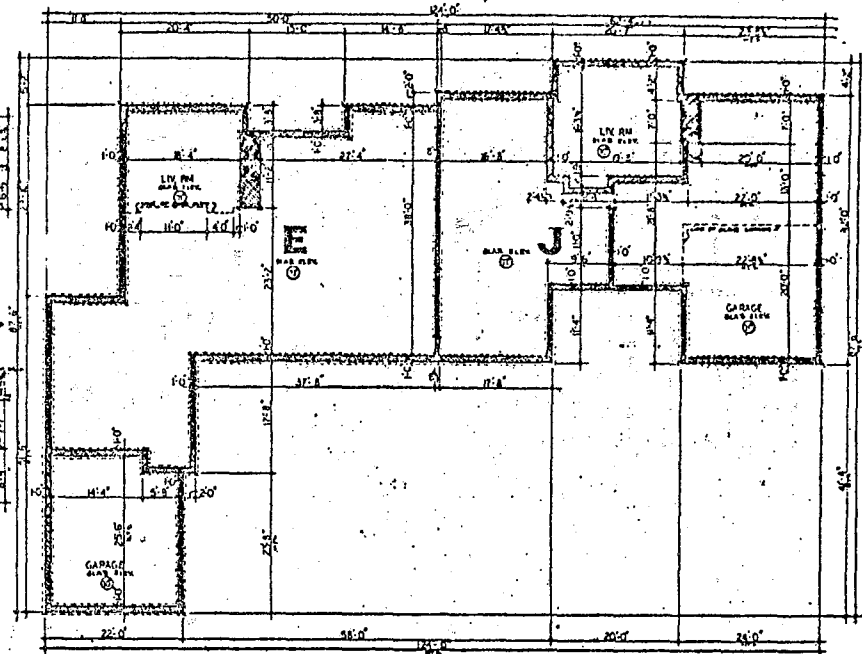
REAR ELEVATION



SIDE ELEVATION



SIDE ELEVATION



FOUNDATION PLAN

<b>BLD'G 18</b>	UNIT 1	2 BDRM	E. M. OR
	UNIT 2	2 BDRM	J. M. OR
	UNIT		



EXHIBIT "D"

CONCORD DOWNS OF WALDEN  
CONDOMINIUM ASSOCIATION

BY-LAWS

The within By-Laws are executed and attached to the Declaration of Concord Downs of Walden Condominium pursuant to Chapter 5311, Ohio Revised Code. Their purpose is to provide for the establishment of a Unit Owners Association for the government of the Condominium Property in the manner provided by the Declaration and by these By-Laws. All present or future owners or tenants or their employees, or any other person who might use the facilities of the Condominium Property in any manner shall be subject to the covenants, provisions, or regulations contained in the Declaration and these By-Laws and shall be subject to any restriction, condition, or regulation hereafter adopted by the Trustees which shall be called the Board of Managers of the Association. The mere acquisition or rental of any of the Family Units (hereinafter referred to as "units") located within the Condominium Property described in the Declaration, or the mere act of occupancy of any of the units will constitute acceptance and ratification of the Declaration and these By-Laws and the rules and regulations adopted pursuant thereto.

ARTICLE I

THE ASSOCIATION

Section 1. Name and Nature of Association.

The name of this Association shall be Concord Downs of Walden Condominium Association, and its sole purpose shall be to manage, govern, and control CONCORD DOWNS OF WALDEN CONDOMINIUM, hereinafter sometimes referred to as CONDOMINIUM, in accordance with the Declaration of said CONDOMINIUM, and to carry out the purpose and intent of Chapter 5311 of the Ohio Revised Code.

Section 2. Membership.

Each Unit Owner, including Portage Homes, Inc., and or the Walden Company, Ltd., which together with its successors and assigns

is herein called "Developer", upon acquisition of title to a unit, shall be a member of the CONCORD DOWNS OF WALDEN CONDOMINIUM ASSOCIATION, hereinafter sometimes referred to as "ASSOCIATION". Such membership shall terminate upon the sale or other disposition by such member of his unit, at which time the new owner of such unit shall become a member of the Association.

Section 3. Voting Rights.

Each unit Owner shall have voting power in proportion to such Unit Owner's percentage of interest in the common areas and facilities. This voting power can be exercised by the Owner or Owners of a unit, his or her heirs, assigns, devisees, or personal representatives.

Section 4. Meetings of Members.

(a) Annual Meeting. There shall be an annual meeting of the Unit Owners held in Portage County, Ohio, within the first twenty-one (21) days of January, of each year, commencing with the year 1977, at a place and time determined by the Board of Managers, hereinafter sometimes referred to as BOARD, then in office. At the annual meeting, the Unit Owners shall elect the necessary member or members to the BOARD for the year ensuing. At the annual meeting, any matters concerning the welfare of CONDOMINIUM may be discussed and referred to the BOARD for proper action. At the annual meeting, the President and Secretary-Treasurer shall submit reports in writing for the year just ending, which report shall be read to the Unit Owners. The annual meeting shall be presided over and conducted by the President, or in his absence, the Secretary-Treasurer.

(b) Special Meetings. Special meetings may be called by the President or Secretary-Treasurer or by Unit Owners constituting at least fifty percent (50%) of the voting power by written notice mailed regular mail or personally delivered, to each Unit Owner at least five (5) days before the time and place for such meeting as shown in such notice. Notice of such meeting may be waived in

writing by those entitled to notice. Special Meetings shall be presided over and conducted by the President, or in his absence, the Secretary-Treasurer. Unless otherwise indicated in the notice thereof, any business may be transacted at any organizational, regular or special meeting.

(c) Quorum. To constitute a quorum at the Annual or any Special meeting, at least fifty percent (50%) of the voting power must be present at such meeting.

(d) Proxy. Members may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on his or their behalf shall be made in writing to the Secretary-Treasurer of the Association and shall be revocable at any time.

(e) Actions Without a Meeting. All actions, except removal of officers, which may be taken at a meeting of the Association, may be taken without a meeting with the unanimous consent in writing of all of the members of the Association. Such writing, signed by each member of the Association, shall be filed with the minutes and proceedings of the Association. Such writing maybe circulated and signed by the unit owners in counterparts.

ARTICLE II  
BOARD OF MANAGERS

Section 1. Number and Qualification.

The BOARD shall consist of three persons, all of whom, except as otherwise provided, must be owners and occupants of a unit. However, a spouse of a unit owner who is not the owner of any fee interest in the Unit may be nominated and serve as an officer and member of the Board of Managers. No candidate nominated and elected by Developer need be an owner or occupant of a unit.

Section 2. Election of Managers; Vacancies.

The Managers shall be elected at each Annual Meeting of members of the Association or at a Special Meeting called for the purpose of electing Managers. At a meeting of members of the Association at which Managers are to be elected, only persons nominated as candidates shall be eligible for election as Managers and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the BOARD, the vacancy created shall be filled by a special election held of the total membership to elect a member to fill the unexpired term of any vacancy. Said election to be otherwise as a regular election.

Section 3. Term of Office; Resignation.

Each manager shall hold office for three (3) years and until his successor is elected, or until his earlier resignation, removal from office, or death. Any manager may resign at any time by oral statement to that effect made at a meeting of the BOARD or in a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Manager may specify. Members of the BOARD shall serve without compensation. Notwithstanding the above, at the first organizational meeting of the members of the Association, the term of office of three (3) Managers elected shall be as follows: One (1) BOARD Member shall be elected for a term to expire at the first regular, annual meeting, one (1) BOARD Member shall be elected for a term to expire at the second regular meeting; and one (1) BOARD Member shall be elected for a term at the third regular annual meeting. Thereafter, all BOARD Members elected shall serve three (3) year terms.

Section 4. Powers and Duties of the BOARD.

The BOARD shall have the duty to direct the management of the operation of the Condominium Property and exercise the powers of the

Association, except as otherwise provided in these By-Laws or in the Declaration, and shall have such powers as shall be delegated to it by the Association.

Section 5. Organizational Meeting.

Immediately after each annual meeting of members of the Association, the newly elected Managers and those Managers whose terms hold over shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

Section 6. Regular Meetings.

Regular meetings of the BOARD may be held at such times and places as shall be determined by a majority of the Managers, but at least four (4) such meetings shall be held during each fiscal year.

Section 7. Special Meetings.

Special meetings of the BOARD may be held at any time upon call by the President or any two (2) Managers. Written notice of the time and place of each such meeting shall be given to each Manager, either by personal delivery or by mail, telegram, or telephone at least twenty four (24) hours before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any Manager at any such meeting, without protesting prior to or at the commencement of the meeting, lack of proper notice shall be deemed to be a waiver by him of notice of such meeting and such notice may be waived in writing, either before or after the holding of such meeting, by any Manager, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organizational, regular or special meeting.

Section 8. Actions Without a Meeting.

All actions, except removal of officers, which may be taken at a meeting of the BOARD, may be taken without a meeting with the

unanimous consent in writing of all of the members of the BOARD.  
Such writing, signed by each member of the BOARD shall be filed  
with the minutes and proceedings of the BOARD.

Section 9. Quorum.

A quorum of the BOARD shall consist of a majority of the  
Managers then in office; provided that a majority of the Managers  
present at a meeting duly held, whether or not a quorum is present,  
may adjourn such meeting from time to time, if any meeting is adjourned,  
notice of such adjournment need not be given if the time and place to  
which such is adjourned are fixed and announced at such meeting.  
At each meeting of the BOARD at which a quorum is present, all questions,  
and business shall be determined by a majority vote of those present,  
except as may be otherwise expressly provided in the Declaration  
or in these By-Laws.

Section 10. Removal.

At any regular or special meeting of the members of the Association  
duly called, at which a quorum shall be present, any one or more  
of the Managers may be removed. Any manager whose removal has been  
proposed by the members of the Association shall be given an  
opportunity to be heard at such meeting.

Section 11. Bonding and Compensation.

The BOARD shall require that all officers and employees of the  
Association handling or responsible for Association funds shall  
furnish adequate Fidelity Bonds. The premiums on such bonds shall  
be paid by the Association and shall be a common expense. Members  
of the BOARD shall serve without compensation.

Section 12. Managing Agent.

(a) Employment of Manager. For a period of five years after  
the filing of this Declaration, the Board shall employ professional  
persons, firms, or corporation, including Developer or any of its  
affiliated entities, as managers or managing agents approved by the  
Developer. Thereafter, the BOARD may, at its discretion, employ

persons, firms, or corporations of its choice as managers or managing agents, and may delegate thereto such duties and responsibilities of the Association as the BOARD of the Association shall from time to time specify. The BOARD of the Association may provide for reasonable compensation for the performance of such duties and responsibilities so delegated.

Section 13. The Association shall have the authority to enter into an agreement with adjacent or nearby property owners to lease or otherwise share the use and expenses of certain facilities owned by or under the control of such property owners or owned by or under the control of this Association including but not limited to, maintenance facilities and any recreation areas.

### ARTICLE III

#### OFFICERS

##### Section 1. Election and Designation of Officers.

At the first meeting of the BOARD in each year (at which a quorum shall be present) held next after the annual meeting of the Unit Owners Association, the BOARD shall elect officers and employees as it shall determine. They may also appoint an executive committee or special committees. The officers of the Association shall be a President, Vice President and Secretary-Treasurer, all of whom shall be members of the BOARD.

##### Section 2. Term of Office, Removal, Vacancies.

The officers of the Association shall be elected for a term of one (1) year by the BOARD and serve until their successors are elected and qualified. Any officer or employee elected or appointed by the BOARD, other than that of a BOARD Member, may be removed at any time upon a vote of a majority of the whole BOARD. Any vacancy in any office may be filled by the BOARD.

Section 3. Duties of Officers.

The president shall conduct all meetings of the Association and the BOARD; the Secretary-Treasurer shall act in the absence of the President, and the Secretary-Treasurer shall keep the minutes of Association and BOARD meetings, shall handle the financial affairs of the Association, including deposits of funds, shall write and sign checks for the legitimate expenses of the Association as authorized by the BOARD, and prepare and maintain the records required by Revised Code Section 5311.09.

ARTICLE IV  
MAINTENANCE AND IMPROVEMENTS

Section 1. Payments from Maintenance Funds.

The Association, for the benefit of all the owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for, or billed directly by the person who provides the service or product to the unit owners in proportion to each unit owners interest in the condominium, the following:

(a) Utility Service for Common Areas and Facilities. Water, Sewer, waste removal, electricity, telephone, heat, power or any other necessary utility service for the common areas and facilities;

(b) Casualty Insurance. A policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements as provided in the Declaration, the amount of which insurance shall be reviewed annually;

(c) Liability Insurance. A policy or policies insuring the Association, the members of the BOARD and the Owners against any liability to the public or to the Owners (of Units and of the common areas and facilities, and their invitees, or tenants), incident to the ownership and/or use of the common areas and facilities and units, as provided in the Declaration, the limits of whic policy shall be reviewed annually;

(d) Workman's Compensation. Workman's compensation insurance to the extent necessary to comply with any applicable law;



(e) Wages and Fees for Services. The services of any person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a manager or managing agent for the Condominium Property, the services of any person or persons required for the maintenance of or operation of the Condominium Property or the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association;

(f) Care of Common Areas and Facilities. Landscaping; gardening, snow removal, painting, cleaning, tuck-pointing maintenance, decorating, repair and replacement of the common areas and facilities (but not including the limited common areas and facilities and the interior surfaces of the units, which the owner shall paint, clean, decorate, maintain and repair), the operation of swimming pools and other recreational facilities, and such furnishing and equipment for the common areas and facilities the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the common areas and facilities;

(g) Additional Expenses. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and these By-Laws, of which in its opinion shall be necessary or proper for the maintenance and operation of the Condominium Property as a first class Condominium Project or for the enforcement of the Declaration and these By-Laws;

(h) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrances levied against the Condominium Property or against the common areas and facilities, rather than merely against the interests therein of particular owners, it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to

the same subject matter. Where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specifically assessed to said owners.

(i) Certain Maintenance of Units. Maintenance and repair of any unit if such maintenance and repair is necessary, in the discretion of the Association, to protect the common areas and facilities, or any other portion of a building, and the owner or owners of said unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said owner or owners, provided that the Association shall levy special assessments against such owner for the cost of said maintenance or repair.

(j) Capital Additions and Improvements. The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the common areas and facilities, subject to all the provisions of the Declaration and these By-Laws) having an annual total cost in excess of Five Hundred and no/100 Dollars (\$500.00), nor shall the Association authorize any structural alterations, capital additions, to, or capital improvements of the common areas and facilities requiring an expenditure in excess of Five Hundred and no/100 Dollars (\$500.00) without in each case the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association.

(k) Certain Utility Services to Units. The Association may pay from the maintenance fund for water, waste removal, and/or any utilities which are not separately metered or otherwise directly charged to individual owners. However, the Association may discontinue such payments at any time, in which case each owner shall be responsible for direct payment of his share of such expenses as shall be determined by the BOARD of the Association. The Association reserves the right to levy additional assessments against any owner to reimburse it for excessive use, as shall be determined by the BOARD, by such owner of any utility service, the expense of which is charged to the maintenance fund.

(l) Maintenance Expense of Cooperative Common Property and Facilities. The Association's portion of the expenses of the operation, maintenance, improvements, upkeep, repair and administration of the common areas and facilities of the Cooperative Condominium Association.

(m) Miscellaneous. The Association shall pay such other costs and expenses designated as "common expenses" in the Declaration and in these By-Laws.

(n) Use of Joint Facilities. The rent for or payment for the use of joint facilities contemplated by Article II Section 13.

ARTICLE V  
GENERAL POWERS OF THE ASSOCIATION

Section 1. Rules and Regulations.

The Association, by vote of the members entitled to exercise a majority of the voting power of the Association, may adopt such reasonable rules and regulations and from time to time amend the same supplementing the rules and regulations set forth in the Declaration and these By-Laws as it may deem advisable for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the owners and occupants of the Condominium Property. Written

notice of such rules and regulations shall be given to all owners and occupants and the Condominium Property shall at all time be maintained subject to such rules and regulations. In the event such supplemental rules and regulations shall conflict with any provisions of the Declaration or of these By-Laws, the provisions of the Declaration and of these By-Laws shall govern.

Section 2. No Active Business to be Conducted for Profit.

Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the owners or of any of them.

Section 3. Special Services.

The Association may arrange for the provision of any special services and facilities for the benefit of such owners and/or occupants as may desire to pay for the same, including without limitation, cleaning, repair, and maintenance of units and provision of special recreational, educational or medical facilities. Reasonable fees for such special services and facilities shall be determined by the BOARD and may be charged directly to participating owners, or paid from the maintenance fund and levied as a special assessment, due from the participants.

Section 4. Applicable Laws.

The Association shall be subject to and governed by the provisions of any statute adopted at any time and applicable to property submitted to the condominium form of ownership (including without limitation, Chapter 5311 Ohio Revised Code); provided, however, that all inconsistencies between or among the permissive provisions of any statute and any provision of the Declaration and these By-Laws, shall be resolved in favor of the Declaration and these By-Laws, and any inconsistencies between any statute applicable to association formed to administer property submitted to the Condominium form of ownership, shall be resolved in favor of the latter

statute. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or By-Laws of the Association, the terms and provisions of the Declaration shall prevail, and the owners and all persons claiming under them covenant to vote in favor of such amendments in the Articles or By-Laws as will remove such conflicts or inconsistencies.

Section 5. Association's Right to Enter Units.

The Association or its agents shall have the right of access to any unit when necessary in connection with any maintenance or construction for which the Association is responsible. Such right shall be exercised with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Association, at the expense of the maintenance fund. In the event of any emergency originating in or threatening any unit, the management agent or his representative or any other person designated by the BOARD may enter the unit immediately, whether the owner is present or not.

ARTICLE VI

DETERMINATION AND PAYMENT OF ASSESSMENTS

Section 1. Obligation of Owners to Pay Assessments.

It shall be the duty of every Unit Owner to pay his proportionate share of the expenses of administration, maintenance and repair of the common areas and facilities and of the other expenses provided for herein. Such proportionate share shall be in the same ratio as his percentage of ownership in the common areas and facilities as set forth in the Declaration. Payment thereof shall be in such amounts and at such times as may be determined by the BOARD of the Association, as hereinafter provided.

Section 2. Preparation of Estimated Budget.

Each year on or before December 1st, the Association shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the owners according to each owner's percentage of ownership in the common areas and facilities as set forth in the Declaration. On or before January 1st of the ensuing year, and the 1st of each and every month, of said year, each owner shall be obligated to pay to the Association, or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Association shall supply to all owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each owner's percentage of ownership in the common areas and facilities to the next monthly installments due from owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each owner's percentage of ownership in the common areas and facilities to the installments due in the succeeding six months after rendering of the accounting.

Section 3. Reserve for Contingencies and Replacements.

The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not

originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any owner's assessment, the Association shall prepare an estimate of the additional cash requirements then necessary, or necessary for the balance of the year, which additional amount of each requirement shall be assessed to the owners according to each owner's percentage of ownership in the common areas and facilities. The Association shall serve notice of such further assessment on all owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessments. All owners shall be obligated to pay the adjusted monthly amount.

Section 4. Budget for First Year.

When the First BOARD elected hereunder takes office, the Association shall determine the "estimated cash requirement," as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the owners during said period as provided in Section 2 of this Article VI.

Section 5. Failure to Prepare Annual Budget.

The failure or delay of the Association to prepare or serve the annual or adjusted estimate on the owner shall not constitute a waiver or release in any manner of such owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the owner shall continue to

pay the monthly maintenance charge at the existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 6. Books and Records of Association.

The Association shall keep full and correct books of account and the same shall be open for inspection by any owner or any representative of an owner duly authorized in writing, at such reasonable time or times during normal business hours, as may be requested by the owner. Upon ten (10) days notice to the BOARD any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

Section 7. Status of Funds Collected by Association.

All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder, against less than all of the owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the owners in proportion to each owner's percentage in the common areas and facilities as provided in the Declaration.

Section 8. Assessments Prior to Organization of Association.

Until such time as the Association is organized, monthly assessments in the amount of One Dollar (\$1.00) per unit shall be paid by the owner and such sums shall be deposited with a bank or savings and loan association, if permitted by law, in Portage County, Ohio, for the account of and for the benefit of the Association. Such payments shall be chargeable with expenses which would be those of the Association if same were organized. Such payments in such amount shall continue to be paid until the amount thereof shall be



readjusted in accordance with the provisions of the Declaration and these By-Laws immediately following the organization of the Association. After the Association has been organized, Grantor shall pay his proportionate share of the monthly assessments to the Association for each unit, which Grantor shall lease in lieu of sale, but Grantor shall not otherwise be required to pay said monthly assessments in an amount in excess of fifty percent (50%) of said monthly assessment.

Section 9. Annual Audit.

The books of the Association shall be audited once a year by the BOARD, and such audit shall be completed prior to each annual meeting. If requested by two (2) members of the BOARD, such audit shall be made by a Certified Public Accountant. In addition and at any time requested by the owners of at least fifty percent (50%) of the units, including the Developer if it be an owner, the BOARD shall cause an additional audit to be made.

Section 10. Remedies for Failure to Pay Assessments.

If an owner is in default of the monthly payment of the afore-said charges or assessments for thirty (30) days, the Association may bring suit to enforce collection thereof, or to foreclose the lien therefore as provided in the Declaration, and there shall be added to the amount due the cost of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by the Declaration, any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the unit ownership of the owner involved when payable and may be foreclosed by an action brought in the name of the Association as in the case of foreclosure of liens against real estate, as provided in the Declaration. As provided in the Declaration, the members of the BOARD and their successors in office, acting on behalf of the other unit owners, shall have the power to

bid on the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Any encumbrancer may from time to time request in writing a written statement from the BOARD setting forth the unpaid common expenses with respect to the unit covered by his encumbrance and unless the request shall be complied with within fifteen (15) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on any unit may pay any unpaid common expenses payable with respect to such unit and upon such payment such encumbrancer shall have a lien on such unit for the amounts paid at the same rank as the lien of his encumbrance.

Section 11. Security Deposits from Certain Owners.

If in the judgment of the BOARD the equity interest of any owner (whether the original owner or a subsequent purchaser or transferee) in his unit at any time is not sufficient to assure realization (whether by foreclosure of the lien referred to in Section 10 above, or otherwise) of all assessments, charges, or other sums which may be levied by the Association, then whether or not such owner shall be delinquent in the payment of such levies, the Association shall have the right to require such owner to establish and maintain a security deposit, in an amount which the BOARD deems necessary for such purposes, provided, however, that such security deposit shall in no event exceed an amount which, when added to such owner's equity interest in the purchased unit, will equal twenty-five percent (25%) of the purchase price of the unit in question. In the event that any owner shall fail to pay any assessments, charges, or other sums which may be due hereunder, or shall otherwise violate any provisions of Chapter 5311, R.C., any

covenants, terms and conditions of the Declaration, the Association shall have the right, but not the obligation, to apply such security deposit in reduction of its alleged damages resulting from such failure or violation, which right shall be in addition to all other remedies provided for in Chapter 5311, R.C., the Declaration or these By-Laws. Upon any sale by such owner of his unit, or at such time as such owner's equity in his unit is sufficiently great to dispense with the necessity of such security deposit, any unapplied balance of said security deposit remaining to the credit of said owner shall be refunded, provided that such owner shall not be in default under any of his obligations under the Declaration. The Association shall have the right to maintain all security deposits held by it, as aforesaid, in a single savings account and shall not be required to credit interest to any owner until such time as the security deposit is refunded. Said security deposit shall at all times be subject and subordinate to the lien referred to in the Declaration and Section 10 above and all rights thereto shall inure to the benefit of the lienor.

#### ARTICLE VII

##### GENERAL PROVISIONS

###### Section 1. Copies of Notice to Mortgage Lenders.

Upon written request to the BOARD, the holder of any totally recorded mortgage or trust deed against any unit ownership shall be given a copy of any or all notices permitted or required by the Declaration or these By-Laws to be given other unit owners whose unit ownership is subject to such mortgage or trust deed.

###### Section 2. Non-waiver of Covenants.

No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 3. Notices of Mortgages.

Any owner who mortgages his unit shall notify the Association, in such manner as the Association may direct, of the name and address of his mortgagee and thereafter shall notify the Association of the full payment cancellation or other alteration of the status of such mortgage. The Association shall maintain such information in a book entitled "mortgages of Units".

Section 4. Severability.

The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws.

ARTICLE VIII

BOARD OF MANAGERS  
RULES AND REGULATIONS

Section 1. The BOARD may adopt rules and regulations governing the operation and use of the Condominium Property not in conflict with the Declaration or these By-Laws or those adopted by the members pursuant to Article V, Section 2 above by a vote of a majority of the members of the BOARD.

Section 2. Such rules and regulations may be amended from time to time by a majority vote of the members of the BOARD or by a vote of more than fifty percent (50%) of the voting power of the Unit Owners Association at the Annual Meeting of the same.

ARTICLE IX

NOTICES AND DEMANDS

Any notice by the BOARD to a Unit Owner shall be deemed to be given, and any demand upon him shall be deemed by him to have been duly made, if delivered in writing to him personally, or if mailed by regular mail, in any post office, addressed to him at the unit owned by such Unit Owner, and any notice by a unit owner to the BOARD shall be deemed to be duly given and any demand upon the BOARD

shall be deemed to have been duly made, if in writing, and delivered to an officer of the Unit Owners Association.

ARTICLE X

DEFINITION

The Definitions contained in the Declarations of Condominium of CONCORD DOWNS OF WALDEN CONDOMINIUM are hereby incorporated by reference and apply to these By-Laws as if fully rewritten herein.

ARTICLE XI

AMENDMENT

These By-Laws may be amended as provided in the Declaration.

IN WITNESS WHEREOF, the said PORTAGE HOMES, INC., an Ohio Corporation owner of all units in the CONCORD DOWNS OF WALDEN CONDOMINIUM does hereby adopt these By-Laws by MANUEL BARENHOLTZ, its President and PAUL A. TIBEN, its Asst Sec., this 1st day of August, 1975.

Signed and Acknowledged in the presence of :

Alfred Zuber  
Edle Jankovich

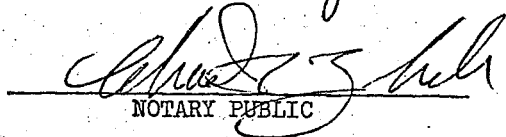
PORTAGE HOMES, INC.

By Manuel Barenholtz  
(President)  
By Paul A. Tiben  
(Asst. Sec'y)

STATE OF OHIO )  
                  ) SS  
PORTAGE COUNTY)

I, Charles E. Zumkehr, a Notary Public in and for said County, do hereby certify that Manuel Barenholtz, President of Portage Homes, Inc., and Paul Tiber Assistant Secretary of said Company, whose names respectively are signed to the foregoing instrument, have this day acknowledged the signing and execution of said instrument, for themselves respectively and for and on behalf of said company, and acknowledged that they affixed the corporate seal of said Company to said instrument, and otherwise executed the same, by direction of a resolution of Directors of said Company, and have acknowledged that the same, in all respects, is their free act and deed as such officers respectively, and the free act and deed of said corporation. And I further certify that said Manuel Barenholtz and Paul Tiber are known to me to be the individuals and officers described in and who executed said instrument.

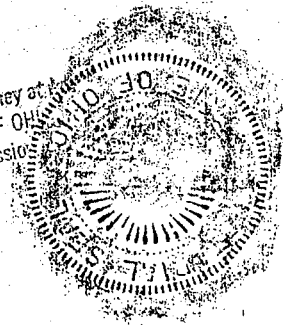
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Kent, Ohio, this 1st day of August, 1971.

  
NOTARY PUBLIC

This instrument prepared by:

Charles E. Zumkehr  
Williams, Purtill, Zumkehr and Welser  
117 East Main Street  
Kent, Ohio 44240  
(216) 673-3444

CHARLES E. ZUMKEHR, Attorney at Law  
Notary Public - STATE OF OHIO  
Non-Expiring Commission



183605

VOL 921 Pg 181

## CONCORD DOWN OF WALDEN CONDOMINIUM

Unit Designation	No. Rooms	Approx. area square ft.	Stories	City House Number	Address	1. Basement 2. Chest Room 3. Screen Porch	% Interest in Common Area	Unit Designation
1-K	8	2795	1	510-11			2.5597	1-K
1-M	9	2920	2	510-12			2.5597	1-M
2-E	12	5473	2	504-10		1, 2	3.2423	2-E
2-K	12	4470	2	504-9		1	2.9693	2-K
3-K	12	4470	2	498-8		1	2.9693	3-K
3-M	11	4010	3	498-7		1	2.9693	3-M
4-J	10	4090	2	494-6		1	2.9693	4-J
4-R	12	4185	3	494-5		1, 2, 3	3.4129	4-R
5-A	10	2366	2	488-4			3.2764	5-A
6-J	8	3450	2	480-2			2.7304	6-J
6-M	11	2920	2	480-1			2.5597	6-M
7-J(N)	8	3268	2	515-3		2	2.4915	7-J(N)
7-J(S)	8	3268	2	515-13		2	2.4915	7-J(S)
8-L	9	4100	2	483-14		1	2.7304	8-L
8-J	10	4090	2	483-15		1, 2	2.9693	8-J
8-K	12	4400	2	483-16		1	2.9693	8-K
9-M	11	4010	3	493-17		1	2.9693	9-M
9-K	12	4470	2	493-18		1, 3	3.2423	9-K
10-J(S)	8	3268	2	503-19		2, 3	2.7304	10-J(S)
10-A	10	2366	2	503-20			3.1741	10-A
10-J(N)	10	4090	2	503-21		1	2.9693	10-J(N)
11-J	8	4090	2	507-22		1	2.9693	11-J
12-J	10	4090	2	517-23		1	2.9693	12-J
12-A	12	3300	3	517-24		1	3.4129	12-A
13-E	9	3667	1	524-25		2	2.9010	13-E
13-K	8	2795	1	524-26			2.5597	13-K
14-K	8	2795	1	510-27			2.6280	14-K
15-L	7	2549	2	485-32		2	2.3891	15-L
15-J	8	3268	2	485-31		2	2.4915	15-J
15-K	8	2795	1	485-30			2.5597	15-K
16-J	8	3268	2	491-29		2	2.4915	16-J
16-E	9	3667	1	491-28		2	2.9010	16-E
17-J	10	4090	2	530-33		1, 3	3.0716	17-J
18-E	9	3667	1	540-34		2, 3	2.9693	18-E
18-J	8	3268	2	540-35		2	2.7304	18-J

100.0000%

183605

VOL 921 Pg 182

EXHIBIT F

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, Portage Homes, Inc., an Ohio Corporation, the Grantor herein, is the owner of the real property described in Exhibit A, attached hereto and made a part hereof, and;

WHEREAS, Grantor is constructing upon said property the Concord Downs of Walden Condominium to be transferred to the Concord Downs of Walden Condominium Association at a future date; and

WHEREAS, Grantor has constructed a common private drive which crossed said property, which drive is described in total in Exhibit B, attached hereto and made a part hereof; and

WHEREAS, it is the intention of Grantor to avail said common private drive for the purposes set forth below to the aforementioned Concord Downs of Walden Condominium Association together with other associations and home owners located upon property which is adjacent to said common private drive either now or in the future;

NOW, THEREFORE, for good and valuable consideration, received to its full satisfaction, Grantor does hereby give, grant, bargain and convey to the aforementioned Concord Downs of Walden Condominium Association, to be formed, for the use and benefit of its members, unit owners, assigns, agents, employees, tenants, visitors, licensees and all other persons using the same for the benefit of any of them, a non-exclusive right and easement in, over and upon the real property described in Exhibit B for the purpose of freely passing and repassing on foot or with other vehicles, for all lawful purposes incident or proper to the enjoyment of the property described in Exhibit A as residential property.

WILLIAMS, PURTILL,  
ZUMKEHR AND WELSER  
ATTORNEYS AT LAW  
117 EAST MAIN STREET  
KENT, OHIO 44240

183605

VOL. 921 PG. 183



Grantor reserves unto itself, for the use and benefit of its successors and assigns, agents, employees visitors, licensees, together with other condominium association, unit owners and home owners which are now or will in the future reside on lands adjacent to said common private drive, a perpetual right of way and non-exclusive easement over the property described in Exhibit B for purposes of freely passing and repassing on foot or with other vehicles for all lawful purposes incident or proper to the enjoyment of property adjacent to said common private drive as residential property, and for the further purposes of constructing, maintaining and servicing same, and installing utilities in said common private drive incidental to residential development, and further for purposes of ingress and egress onto and across the property described in Exhibit A.

A condition of this grant of easement is that said Concord Downs of Walden Condominium Association agrees to pay its share of the total costs of constructing and of maintaining and repairing said common private drive and improvements thereon, which share shall be in the same proportion as the number of units in the Concord Downs of Walden Condominium bears to the total number of single family or condominium units which are located on property which is adjacent to said common private drive.

IN WITNESS WHEREOF, the Grantor sets its hand, by its President and by its Secretary this 1st day of August, 1975.

Sign and Acknowledged in the presence of :

Charles E. [Signature]  
Wm. [Signature]

PORTAGE HOMES, INC.

By [Signature]  
Manuel Barenholtz, President  
and [Signature]  
Secretary

STATE OF OHIO )  
                  ) SS  
PORTAGE COUNTY)

I, Charles E. Zumkehr, a Notary Public in and for said County, do hereby certify that Manuel Barenholtz, President of Portage Homes, Inc., and Paul A. Tuben Secretary of said Company, whose names respectively are signed to the foregoing instrument, have this day acknowledged the signing and execution of said instrument, for themselves respectively and for and on behalf of said company, and acknowledged that they affixed the corporate seal of said Company to said instrument, and otherwise executed the same, by direction of a resolution of Directors of said Company, and have acknowledged that the same, in all respects, is their free act and deed as such officers respectively, and the free act and deed of said corporation. And I further certify that said Manuel Barenholtz and Paul A. Tuben are known to me to be the individuals and officers described in and who executed said instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Kent, Ohio, this 10<sup>th</sup> day of August, 1977

Charles E. Zumkehr  
NOTARY PUBLIC

This instrument prepared by:

Charles E. Zumkehr  
Williams, Purtil, Zumkehr and Welser  
117 East Main Street  
Kent, Ohio 44240.  
(216) 673-3444

CHARLES E. ZUMKEHR, Attorney at Law  
Notary Public - STATE OF OHIO  
Non-Expiring Commission

WILLIAMS, PURTILL,  
ZUMKEHR AND WELSER  
ATTORNEYS AT LAW  
117 EAST MAIN STREET  
KENT, OHIO 44240

183605

VOL 921 Pg 185