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Lorain County, Ohio
Mike Doran County Recorder

File **2022-0890683**

AMENDED AND RESTATED

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

MUIRWOOD VILLAGE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR MUIRWOOD VILLAGE CONDOMINIUM
RECORDED AT VOLUME 567, PAGE 770 ET SEQ. OF THE LORAIN COUNTY
RECORDS ON JULY 15, 1992.

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
MUIRWOOD VILLAGE CONDOMINIUM

RECITALS

A. On or about July 15, 1992, Muirwood Village Inc., an Ohio corporation (“Declarant”), filed the Declaration of Condominium Ownership for Muirwood Village Condominium (“Original Declaration”), which included the Bylaws of The Muirwood Village Condominium Unit Owners' Association, Inc. (“Original Bylaws”), Exhibit A of the Declaration, at Lorain County Records Volume 567, Page 770 et seq.

B. The Original Declaration subjected the real estate described in Exhibit C of the Original Declaration, and as subsequently amended, (“Condominium Property”) to the easements, covenants, and restrictions contained in the Original Declaration.

C. The Muirwood Village Condominium Unit Owners Association, Inc. (“Association”) is a corporation consisting of all Unit Owners in Muirwood Village Condominium and as such is the representative of all Unit Owners.

D. Original Declaration Article 9 authorizes amendments to the Original Declaration and Original Bylaws Article XI authorizes amendments to the Original Bylaws.

E. Unit Owners representing at least 75 percent of the Association’s current voting power, based on ownership interests, signed instruments in writing setting forth specifically the matter to be modified (“Amendment”), the purpose and effect of the Amendment being to amend and restate the Original Declaration, including the Original Bylaws, and all previously made and recorded amendments to the Original Declaration and the Original Bylaws, in their entirety.

F. As of July 18, 2022, Unit Owners representing 83.1207 percent of the Association’s voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of the Amendment and authorizing the Association’s officers to execute the Amendment on their behalf.

G. In addition, Ohio Revised Code Section 5311.05(E)(1)(c) authorizes the Board of Directors (the "Board"), without a vote of the Unit Owners, to amend the Declaration "to bring the Declaration into compliance with this Chapter."

H. The Board approved the following additional matters to be modified (the "Board Amendments") to bring the Amended and Restated Declaration into compliance with Ohio Revised Code Chapter 5311 (deleted language from Amended and Restated Declaration and Amended and Restated Bylaws is crossed out; new language added is in italics):

1. The first sentence of Declaration Article XIV, Section (F) is modified to read: "Prior to imposing a charge for damages or an enforcement Assessment, the Board will send the Unit Owner a written notice, *which may be in the form of electronic mail to an electronic mail address previously provided by the owner in writing notice*, that includes:"
2. The last sentence of Bylaws Article III, Section 2 is deleted in full and replaced as follows: "~~No more than one person from or representative of the same Unit may be a Board member at the same time.~~ *The majority of the Board will not consist of Unit Owners or representatives from the same Unit unless authorized by a resolution adopted by the Board of Directors prior to the Board majority being comprised of Unit Owners or representatives from the same Unit.*"
3. Bylaws Article III, Section 10(H) is modified to read: "commence, defend, intervene in, settle, or compromise any civil, criminal, *land use planning*, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners, *impacts zoning, or otherwise relates* to matters affecting the Condominium Property;"
4. The last sentence of Bylaws Article VIII, Section 8 is modified to read: "Notwithstanding anything to the contrary in the Declaration or these Bylaws, *unless the Board approves otherwise, a Unit Owner may not examine or copy any books, records, or minutes that meet either of the following conditions* ~~the Association is not required to permit the examination and copying of any:~~"

5. A new subparagraph (A) is added to Bylaws Article VIII, Section 8 that reads: "*(A) Date back more than five years from the date of the Association's receipt of the Unit Owner's request; or*"

I. Attached as Exhibit A is an Affidavit of the Association's President stating that copies of the Amendment will be mailed by certified mail to all mortgagees of Units as contained in the Association's records.

J. Attached as Exhibit B is a certification from the Association's Secretary as to the consenting and non-consenting mortgagees to the Amendment.

K. The proceedings necessary to amend the Original Declaration and Original Bylaws as required by Ohio Revised Code Chapter 5311 and the Original Declaration and Original Bylaws have in all respects been complied with.

AMENDMENT

The Original Declaration of Condominium Ownership for Muirwood Village Condominium is amended by the following:

A) **DELETE** the original **DECLARATION Pages 1 through 36 and BYLAWS Pages 1 through 20** together with all Exhibits (except to the extent, if any, that any Exhibit is made part of the Amended and Restated Declaration) to the original Declaration and Bylaws, as recorded at Lorain County Records Volume 567, Page 770 et seq., as well as any subsequent amendments to the original Declaration and Bylaws.

B) **INSERT** the new **AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR MUIRWOOD VILLAGE CONDOMINIUM Pages 1 through 75**, which includes the Board Amendments, along with attached Exhibits "B," "C," "D," "E," "F," and "G" as attached hereto and as if fully rewritten herein.

INSERT the new **AMENDED AND RESTATED BYLAWS OF THE MUIRWOOD VILLAGE CONDOMINIUM UNIT OWNERS' ASSOCIATION, INC. Pages 1 through 36**, which includes the Board Amendments, as Exhibit "A" to the Amended and Restated Declaration, as attached hereto and as if fully rewritten herein.

C) Any conflict between the provisions of the Amended and Restated Declaration and Bylaws as contained in the attached documents and the Declaration and Bylaws previously recorded in Lorain County Records Volume 567, Page 770 et seq., is to be interpreted in favor of the provisions of this amendment. The invalidity of any part of any provision in the Amended and Restated Declaration and Bylaws does not impair or affect in any manner the validity or enforceability of the remainder of the Amended and Restated Declaration and Bylaws. Upon the recording of this amendment, only Unit Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds. Any legal challenge *must* be brought in the Lorain County Court of Common Pleas within *one year* of the recording of the amendment.

The Muirwood Village Condominium Unit Owners Association, Inc. has caused the execution of this instrument this 7 day of SEPT, 2022.

THE MUIRWOOD VILLAGE CONDOMINIUM
UNIT OWNERS' ASSOCIATION, INC.

By: James Young, President
JAMES YOUNG, President

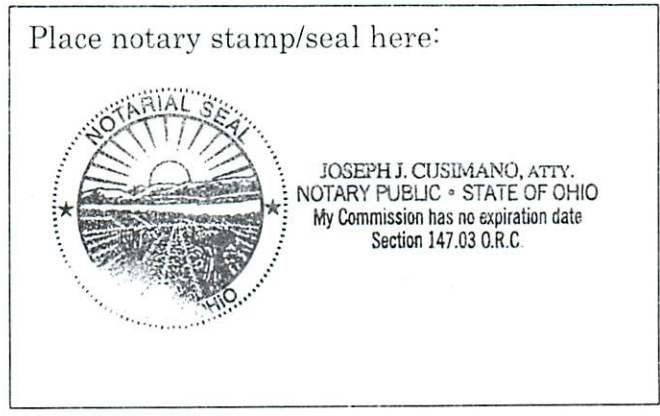
By: Katherine M. Swan, Secy
KATHERINE M. SWAN, Secretary

STATE OF OHIO)
)
COUNTY OF LORAIN) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named The Muirwood Village Condominium Unit Owners Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 5 of 8, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as the officers.

I have set my hand and official seal this 7 day of SEPTEMBER, 2022.


NOTARY PUBLIC



✓
This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
50 Public Square, Suite 2000
Cleveland, Ohio 44113
(216) 696-0650
ohiocondolaw.com

EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF LORAIN) SS

JAMES YOUNG, being first duly sworn, states as follows:

1. He is the duly elected and acting President of The Muirwood Village Condominium Unit Owners Association, Inc.
2. He caused copies of the Amendment to the Declaration to be mailed by certified mail to all mortgagees of Units as contained in the Association's records .

James Young

 JAMES YOUNG, President

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

I have set my hand and official seal this 7 day of SEPTEMBER, 2022.

Joseph J. Cusimano

 NOTARY PUBLIC

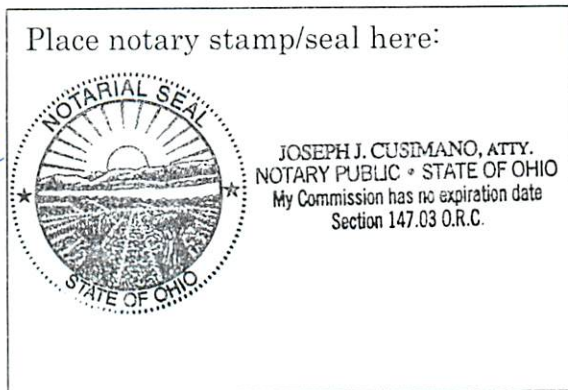


EXHIBIT B

CERTIFICATION OF SECRETARY

STATE OF OHIO)
)
COUNTY OF LORAIN) SS

KATHERINE M. SWAN, the duly elected and acting Secretary of The Muirwood Village Condominium Unit Owners Association, Inc., certifies there are no, as the term is used in Original Declaration Article 9, "mortgagees" of record on file with the Association as no holders, insurers or guarantors of a mortgage on a Unit have given the Association a written request to receive notice of certain actions or amendments and so none have consented to the Amendment.


Katherine M. Swan, Secy
KATHERINE M. SWAN, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named KATHERINE M. SWAN who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

I have set my hand and official seal this 7 day of SEPTEMBER, 2022.

Joseph J. Cusimano
NOTARY PUBLIC

Place notary stamp/seal here:



JOSEPH J. CUSIMANO, ATTY.
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration date
Section 147.03 O.R.C.

March 2022

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
MUIRWOOD VILLAGE CONDOMINIUM

Muirwood Village Condominium
Declaration of Condominium Ownership

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EXHIBITS

Exhibit A	Bylaws
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ARTICLE I

THE COMMUNITY

(A) **Name**. The name of the Condominium Property is “Muirwood Village Condominium”; sometimes also referred to in this Declaration as “Muirwood Village.”

(B) **General Description and Location**. Muirwood Village includes 228 Units located in 50 multi-Unit Buildings. The Units are located on Greenwich Avenue and Westminister Avenue in North Ridgeville, Ohio. Also as part of the Condominium are three garage buildings, exterior parking spaces, green and landscaped areas, Recreational Facilities, which may include an outdoor swimming pool and a single-story community center. The swimming pool, community center, and other Recreational Facilities may be materially modified or removed only in accordance with this Declaration and Bylaws.

ARTICLE II

DEFINITIONS

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

(A) **“Assessment”** means the determination of the share of Common Expenses and other charges levied against the Unit Owner(s), which, from time to time, are payable by each Unit Owner as determined in accordance with this Declaration, the Bylaws, and the Rules. The term “other charges” includes:

- (i) the costs, expenses, and charges for repairs and replacements the Association makes that are the Unit Owner’s obligation or responsibility to make;
- (ii) any special charges made by the Association to the Unit Owner for special services or facilities rendered to the Unit Owner or their

Unit:

- (iii) any charges for special or extraordinary uses or consumptions attributable to the Unit Owner or their Unit;
- (iv) damages or fines resulting from the failure of the Unit Owner or any Occupant of the Unit to comply with any of the covenants, conditions, obligations, or restrictions contained in this Declaration, the Bylaws, or with any of the Rules;
- (v) the costs (including court costs and reasonable attorneys' fees) of any action to obtain injunctive or other necessary relief against any non-compliance;
- (vi) any other charges or Assessments permitted by this Declaration or the Bylaws to be made against the Unit Owner or their Unit Ownership Interest; and,
- (vii) interest upon each Assessment and charged at the highest legal rate that may be charged to an individual from the date the Assessment or charge first comes due to the date it is paid in full, and the reasonable costs of collection of any unpaid Assessments and charges (including court costs and reasonable attorneys' fees) and reasonable monthly administrative late charges.

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

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

(B) “Association” means “The Muirwood Village Condominium Owners Association, Inc.,” an Ohio incorporated, not-for-profit corporation consisting of all the Unit Owners, which administers the Condominium Property and is more specifically described in Declaration Article VII, and its successors in interest.

(C) “Authorized Communications Equipment” means any communications equipment that the Board, in its sole discretion, selects that provides a transmission, including by telephone, video conference, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention of, the Board member, Unit Owner, or other participant, and with respect to meetings, allows all persons permitted to participate in the meeting to contemporaneously communicate with each other as determined by the meeting Chair.

(D) “Board” means the Board of Directors of the Association as the same may be constituted from time to time. The term “Board of Directors” and “Board” are synonymous as are the terms “Director” and “Board member.”

(E) “Building(s)” means the Buildings constituting a part of the Condominium Property and generally described in Declaration Article IV.

(F) “Bylaws” means the Amended and Restated Bylaws of the Association attached to and made a part of this Declaration as Exhibit A and as may be amended from time to time.

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

(H) “Common Elements” means all parts of the Condominium Property, except the Units, which are designated as Common Elements in Declaration Article VI.

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

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

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

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

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

(K) “Declarant” means the original developer of the Condominium Property and incorporator of the Association, being Muirwood Village, Inc., an Ohio corporation.

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

(M) “Drawings” means the drawings for the Condominium Property as filed and attached to the Original Declaration, and as subsequently supplemented and amended, all of which are listed and incorporated into and as part of this Declaration by reference as set forth in Exhibit B.

(N) “Exclusive Use Areas” means those parts of the Common Elements that this Declaration reserves for delegation by the Board to the use of certain Unit or Units, to the exclusion of other Units, as further explained in Declaration Article VI, Paragraph (C).

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

(P) “Limited Common Elements” means those parts of the Common Elements that the Declaration designates as being reserved for use by a certain

Unit to the exclusion of all other Units and designated as Limited Common Elements in Declaration Article VI.

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

(R) **“Occupant”** means the person or persons, other than the Unit Owner, who lawfully occupy a Unit, in whole or in part.

(S) **“Original Declaration”** means that document and its attachments as originally recorded at Volume 567, Page 770 et seq. of the Lorain County Records, on or about July 15, 1992, together with all amendments to the Original Declaration as listed in Exhibit F attached to and made a part of this Declaration.

(T) **“Ownership Interest”** means a Unit and the undivided interest in the Common Elements appertaining to the same Unit.

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

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

(W) **“Unit”** means a part of the Condominium Property consisting of one or more rooms on one or more floors of a Building, and designated as a Unit in this Declaration, together with any exterior portion(s) of a Building or utility as more specifically described in Declaration Article V.

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

ARTICLE III

PURPOSE AND RESTRICTIONS OF USE ON CONDOMINIUM PROPERTY

(A) **Purposes.** The Condominium Property is to be used for owner-occupied single-family residential purposes and common recreational purposes auxiliary to the residential community and no other purpose(s). However, portions of the Condominium Property may be used for limited office use in strict accordance with the covenants and restrictions set forth in this Declaration, including Declaration Article III, Paragraphs (B)(1) and (B)(2), as well as the Bylaws and the Rules, as all of the same may be amended from time to time.

(B) **Restrictions on Use.** The Units and Common Elements, which in all instances includes the Limited Common Elements and Exclusive Use Areas unless otherwise specifically stated, may be used and occupied subject to the following:

(1) **Prohibited Activities.** No industry, business, trade, or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, can be conducted, maintained, or permitted by any Unit Owner on any part of the Condominium Property, except as expressly permitted in this Declaration or the Rules. The display and sale of vehicles from or on the Condominium Property is prohibited. Garage, moving, yard, or similar type sales are permitted only in strict accordance with the Rules. The Rules may, but are not required to, as the Board so determines, provide for garage, estate, or hardship sales in and from individual Units. If the Rules provide for a garage, estate, or hardship sale, the sale is subject to and must be conducted and held in strict accordance with those terms, requirements, and fees, including fees for security and administration, and for potential damage to the Condominium Property, as set forth in the Rules or as the Board so determines.

(2) **Office Use.** A Unit Owner may use a portion of their Unit for their office or studio in accordance with the Rules and the following:

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

(b) The use does not involve the regular or full-time services of any employee of the Unit Owner's business working in the Unit, except to the extent, if any, permitted in the Rules;

(c) In no event can any part of the Unit or other part of the Condominium Property be used as a school, daycare, music studio, or similar activity or purpose;

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

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

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

(3) **Exterior Installations, Modifications, and Improvements.**

(a) To preserve, protect, and promote the original design and appearance of the Condominium Property, as well as property values of Muirwood Village as a whole, any structures, installations, plantings, placements, displays, signs, flags (except as permitted by State or Federal law and in accordance with the Rules), radio, television, or other communications antenna or devices (except as otherwise specifically permitted by Federal law and in strict accordance with the Rules), alterations, additions, improvements, or any other items or modifications, temporary or permanent, to, on, or upon the exterior walls or roofs of the Buildings, the surfaces or exterior appearance of any Unit windows or doors (including tinting or coloring of window or door glass), or any part of the Common Elements is prohibited, except in strict accordance with the Declaration and the Rules. Any and all structures, installations, plantings, placements, displays, signs, alterations, additions, improvements, or other items or modifications, whether temporary or permanent, are collectively referred to as "Improvement(s)." Improvements include the construction of any sunroom, screened-in patio, room addition, or any other enclosure; however, an enclosure of any type also requires the

unanimous consent of every Unit Owner as provided for in Chapter 5311 (if Chapter 5311 is amended to permit enclosures with less than unanimous owner consent, this provision is hereby deemed amended as well to remain consistent with Chapter 5311, without further action of the Association or Board).

(b) Notwithstanding anything to the contrary in this Declaration, the Board has the right and authority to, but is not required to, approve of any Improvement(s) through the promulgation of Rules or with the Board's prior written consent. However, no approval will be granted unless the Board, in its sole discretion, determines a proposed Improvement does not and will not, in addition to any other standards the Board may from time to time adopt (i) materially adversely affect the original design and appearance of the Condominium Property; (ii) create a safety hazard or nuisance; (iii) have an unsightly appearance; and, (iv) have a material adverse impact on any other Unit Owner, Occupant, or Unit.

(c) Due to the variety in the configuration, design, location, or layout of each Building as well as the Units, each and every request for an Improvement is to be considered and decided separately upon its own respective facts, circumstances, and merits; no past approved Improvements, past course of dealings, or past practices binds or requires the Board to approve or deny any later Improvement request. The Board has the sole right and authority to promulgate specifications, standards, requirements, procedures, and other Rules with respect to the design, style, location, number, color, and other specifications for any Improvement.

(d) Unless otherwise explicitly stated in the Board's written approval of any Improvement, the maintenance, which in this Paragraph (B)(3) includes repair and replacement, of any Improvement will be in accordance with the provisions of this Declaration, including Article VIII, Paragraph (B)(2), and the insurance of any Improvement will be in accordance with the provisions of this Declaration, including Article X, Paragraph (B)(1). The Unit Owner, including any successor Unit Owner of the same Unit, who installs, places, maintains, or uses any given Improvement hereby indemnifies and holds the Association, Board, and any other

Unit Owner or Occupant harmless from and against any and all liabilities, claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, which may result from or are in connection with the Improvement. The Unit Owner, including any successor Unit Owner of the same Unit, who installs, places, maintains, or uses any given Improvement, further hereby waives, releases, and holds the Association, including its agents, officers, directors, contractors, and employees, harmless from any and all claims of damage or destruction to the Improvement of whatever cause or reason, except as a result of the intentional act of the Association not in accordance with this Declaration or the Rules.

(e) Unless otherwise explicitly stated in the Board's written approval of an Improvement, the approval granted for any Improvement does not create any property right or interest to any part of the Common Elements other than a revocable license to use, maintain, and insure the Improvement on the Common Elements in accordance with the Declaration and Rules. The Board may set or promulgate terms, conditions, or Rules for the revocation of any approval or license granted for an Improvement, which may include revocation because of the Unit Owner's non-payment of any fees or assessments due the Association or the Unit Owner's continued or repeated breach of the Declaration or Rules after reasonable notice from the Association. Upon revocation, the Association may remove or cause to be removed the Improvement at the Unit Owner's risk and expense. The Board may further require, at the Unit Owner's expense, the permanent removal or relocation of any Improvement as the Board reasonably determines is necessary for the need, benefit, or protection of the Association, or the need, benefit, or protection of multiple Unit Owners in comparison to any individual Unit Owner; the common good of the Association and Unit Owners, collectively, having at all times priority over the good of any one individual Unit Owner.

(f) Any Improvement installed without the Board's prior written approval is subject to immediate removal, or removal at any other time the Board so decides, including at the time of sale of the Unit, at the Unit Owner's sole risk and expense in accordance with Declaration Article XIV. The Unit Owner's responsibility and

liability includes any unapproved Improvement installed by the prior Owner of the Owner's Unit.

(g) The Board may require that the Unit Owner sign and have notarized an agreement with the Association that describes the Unit Owner's Improvement, acknowledges the Unit Owner's obligation to comply with the provisions of this Declaration Article III, Paragraph B(3), and any other terms or conditions the Board may require as a condition for the Board's approval of the proposed Improvement. The Board will have the required agreement prepared and, following the Unit Owner's and the Association's execution of the Agreement, will record the agreement with the Lorain County Recorder. All legal, recording, and other fees and expenses the Association incurs will be assessed to the Unit Owner. The absence or failure to complete and record an agreement for any Improvement does not waive or release any Unit Owner from the conditions, covenants, and restrictions contained in this Declaration Article III, Paragraph B(3).

(4) Unit Modifications and Remodeling. In addition to the maintenance, repair, and replacement of Units as provided for in Declaration Article VIII, the remodeling, alteration, upgrading, and other improvements and installations to, of, or in the Units, in whole and in part (collectively referred to as "Unit Modifications"), is **permitted and encouraged**. At the same time, unless otherwise provided for in this Declaration or the Rules, any and all Unit Modifications must not alter the exterior appearance of the Unit, adversely impair any part of the Building structure, create or pose any undue fire or other safety concerns, adversely impair any utility lines or systems serving any other part of the Condominium Property, or create or pose any undue risk of injury or damage to any person or property, including other Units and the Common Elements. Accordingly, the Board may adopt Rules on any and all aspects of any Unit Modifications, including regulating (including prohibiting any installation that may adversely affect or impair the Common Elements or another Unit) the installation of any appliances, electronics, or other devices that are new or materially differ from the appliances or devices installed by the Declarant. This includes charging stations, ventless fireplaces, high-efficiency furnaces, air-conditioner units and compressors, and heat pumps. The installation of any appliance, electronics, fixture, equipment, or other

device that requires or involves the penetration into or through the perimeter wall or roof of a Unit is prohibited without the Board's prior written consent. In addition to the above provisions concerning Unit Modifications, the following additional terms, conditions, and requirements pertain to the following items:

(a) Window Coverings and Installations. The covering of the interior surfaces of windows, whether by draperies, shades, blinds, or other coverings, which is visible from the exterior of the Building, is permitted; but, the use of blankets, bed sheets, towels, or paper of any kind as window treatments or coverings is prohibited. The Rules may further specify additional materials that cannot be used as window treatments or coverings. The installation of an air-conditioning unit within a window is prohibited, but the Rules may permit the venting of an inside air-conditioner unit out a window.

(b) Utility Conversion. The conversion of any utility service for a Unit, or any appliance or other aspect of a Unit, in whole or in part, from one power or energy source to another, e.g. from electric to gas, is strictly subject to the Board's approval, which the Board has the right and authority to, but is not required to, approve.

(5) Signs. In addition to the provisions of Declaration Article III, Paragraph (B)(3), no Unit Owner will maintain or permit any "For Sale," "Open House," or similar signs, or any other displays or advertising on any part of the Condominium Property, including from or in any window or door, except the Rules may permit one "For Sale" or "Open House" sign on the Condominium Property as specified in the Rules. No Unit Owner will hold or have an open house for the sale of a Unit, except in accordance with the Rules. One security sign affixed to or in the window or door of a Unit, or in the ground outside the front door of the Unit, is permitted in accordance with the Rules.

(6) Nuisances. No noxious or offensive activity, as may be further defined in and regulated by the Rules, will be done or carried on or within any part of the Condominium Property, either willfully or negligently, that may be or become an annoyance or nuisance to the Association, its employees, agents, or contractors, or other Unit Owners or Occupants. This includes:

(a) any transmission of any television or other communication or electronic signals that interfere with communication reception in any other Unit, the operation of any remote controlled or other device, including drones, whether operated, installed, or used along, under, or above the ground, that may detect, capture, or transmit data, audio, or streaming (e.g. video) or fixed (e.g. photographs) images of or from any Unit or Limited Common Element, except as needed or permitted by the Association for the maintenance or administration of the Condominium Property. The Board may further designate a specified portion or portions of the Condominium Property for the delivery and sending of items by air, whether by drones or other devices;

(b) the engaging in any activity that results in offensive or unreasonable noise or odors adversely impairing the use or enjoyment of the Common Elements or another Unit;

(c) any interference, as the Board so defines and determines, with the work or services of any Association manager, employee, agent, contractor, or service provider; or,

(d) the transfer or migration from a Unit to any other Unit or the Common Elements of smoke, vapors, odors, or chemicals from devices that include cigars, pipes, cigarettes, e-cigarettes, or any other smoking device or vapor emitting device that produces chemicals or vapors that may pose a nuisance or a health hazard.

(7) Obstruction of and Storage in Common Elements. The obstruction of or storage or placement of anything in the Common Elements is prohibited without the Board's prior written consent, except as expressly provided for by this Declaration or the Rules. Any and all items stored in or placed on the Common Elements are at the Unit Owner's sole risk.

(8) Patios. Storage or placement of any item on any patio is prohibited, except as permitted by the Rules. However, the Rules must, within reason (as defined and determined by the Board), permit the seasonal placement of outdoor furniture (i.e. table(s), bench(es), and chairs) on a patio, as long as the furniture is kept and maintained neatly and in good condition and repair. Hot tubs, Jacuzzis, and similar installations are prohibited.

(9) **Laundry or Rubbish in Common Elements.** No clothes, sheets, blankets, laundry of any kind, or any other articles can be hung out or exposed on any part of the Common Elements, except as the Rules may expressly permit. The Common Elements are to be kept free and clear of garbage, rubbish, debris (including construction debris or supplies), and other unsightly materials as defined and determined by the Board. All rubbish, trash, and garbage must be regularly removed from the Condominium Property and is not allowed to accumulate on the Condominium Property. All trash, garbage, and other waste must be placed and kept in sanitary containers specified by the Board.

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

(11) **Cannabis and Other Substances.** Muirwood Village is a community committed to a drug-free and crime-free environment. The trafficking of cannabis (also known as marijuana), or any narcotic drugs, or other controlled or illegal substances, as defined by State or Federal law, (collectively, referred to as "illegal substances") constituting a crime as defined by the laws of the United States of America, the State of Ohio, or the City of North Ridgeville, in or about any part of the Condominium Property is prohibited. The smoking of any illegal substance is prohibited anywhere on the Condominium Property. "Smoking" includes the inhaling, exhaling, burning, or vaporizing of any form of cannabis or of any illegal substance. Growing, cultivation, production, or sale of cannabis or of any illegal substance, vegetable, or plant is prohibited anywhere within or on the Condominium Property. Nothing in this restriction will be deemed to permit, implicitly or explicitly, the use or consumption of cannabis or of any illegal substance in violation of any applicable State or Federal law. The Association is not, however, liable to any Unit Owner or Occupant, or anyone visiting any Unit Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction. Further, the Association is not required to take

enforcement action against any Person who uses cannabis for medical purposes in strict accordance with the laws of the State of Ohio, even if the Person's use constitutes a crime under the laws of the United States of America.

(12) **Firearms and Fireworks.** Except in self-defense as permitted under Ohio law, the discharge of any firearm anywhere on the Condominium Property is prohibited. The carrying of any firearm is prohibited upon all Common Elements, except for transport from a person's vehicle directly to their Unit. A firearm may not be kept or stored in any motor vehicle parked anywhere on the Common Elements, at any time. The discharge or any other use of fireworks (as defined by Ohio law) anywhere on the Condominium Property is prohibited.

(13) **Open Fires.** Open fires and devices for open fires, including grills, chimineas, and fire pits, are prohibited on any part of the Condominium Property, except fires in grills as specifically permitted in the Rules and that are located in areas specifically designated in the Rules may be allowed. Under no circumstances are grills or similar devices to be located or used in areas prohibited by applicable government fire codes, rules, or regulations, or by the terms, provisions, or requirements of any fire or other insurance policies affecting the Condominium Property or the Units. The Unit Owner is liable for any damage caused by or arising from the placement or use of a grill, including damage to the exterior surface of the Building.

(14) **Animals and Pets.** Animals are prohibited from being raised, bred, or kept in any Unit or in the Common Elements. This prohibition includes dogs, cats, rabbits, livestock, reptiles, fowl, poultry, snakes or other reptiles, exotic breeds, potbellied pigs, miniature horses, wild hybrids, and any other animals of any kind. However, the following exceptions to the prohibition apply:

(a) A Unit Owner may have and keep a combined maximum of two cats or dogs, which may be two cats, or two dogs, or one cat and one dog; however:

(i) The combined weight of the cat(s) and dog(s) cannot exceed 40 total pounds when full grown. If the Board

believes the cat(s) and dog(s) in a Unit may be over the weight limit, the Board will determine when and how the cat(s) and dog(s) are to be weighed;

- (ii) Any dog breed listed in Declaration Article III, Paragraph (B)(14)(i) below, and any “vicious dog” as is further defined in Declaration Article III, Paragraph (B)(14)(j) below) is prohibited; and,
- (iii) Feral cats are also prohibited.

(b) A Unit Owner may further have birds that are kept in a bird cage in the Unit, and fish or other aquatic life that are at all times contained in a fish tank, in the Owner’s Unit subject to the Rules, which may include limits on the number of birds or aquatic life, and limits on the size of any cage or tank kept in a Unit.

(c) A Unit Owner or Occupant may have an assistance animal meeting the requirements of State and Federal law only for such time as the person requiring the assistance animal meets the accommodation requirements of State and Federal laws *and* occupies the Unit.

(d) Any dog, cat, bird, fish or other aquatic life, or assistance animal permitted by this Declaration Article III, Paragraph (B)(14) is referred to as a “Permitted Pet.” All Permitted Pets are subject to the Rules, which require registration of all Permitted dogs and cats.

(e) No Permitted Pet may at any time be kept, bred, or maintained for any commercial purpose.

(f) A Permitted dog must be kept in the Unit, and only on those portions of the Property as the Board designates, unless the dog is on a hand-held leash no longer than six feet, being carried, or otherwise transported across the Property. The outdoor tethering by a pet tie-out stake or lead is prohibited. Invisible fences, or similar electronic hands-free control of a Permitted Pet, outside of a Unit are also prohibited.

(g) The owner of any Permitted Pet must immediately clean and properly dispose of all animal excrement so that it is not left on any part of the Common Elements.

(h) The Board may mandate the permanent removal from the Condominium Property of any Permitted Pet causing or creating a nuisance or unreasonable disturbance, or which does not comply with the restrictions in this Declaration Article III. Paragraph (B)(14), upon seven days written notice from the Board.

(i) The following species or breeds of dogs, whether of pure or mixed breed, are Prohibited Dogs that are prohibited from being kept, harbored, or permitted to remain on any part of the Condominium Property for any length of time: Doberman, Rottweiler, Presa Canario, and any dog commonly known as a pit bull, including Staffordshire Terrier. The Board may, by Rule, determine and define other dog breeds as “dangerous dogs” that are prohibited from the Condominium Property, except upon prior written approval from the Board and unless the Unit Owner obtains and maintains at all times liability insurance of at least \$500,000.00 (or such other minimum amount as stated in the Rules) per occurrence and provide proof of the insurance to the Association within 30 days of any written request from the Board.

(j) A “vicious dog” means a dog that: (1) is prohibited by any City of North Ridgeville ordinance or any other applicable governmental law; (2) lunged at any person or other pet in a threatening manner on more than one occasion; (3) has caused injury, including death, to any person; (4) is defined or found to be a vicious dog under any State or local law, ordinance, or other regulation, or by a court of law; (5) has bitten or injured a person on the Condominium Property; or, (6) has bitten, injured, or killed another Permitted Pet. Upon the Board’s determination that a given dog is a vicious dog, the dog is prohibited from being kept, harbored, or permitted to remain on any part of the Condominium Property for any length of time.

(k) The Board may regulate, including prohibiting, the feeding of non-domesticated animals, including birds. This includes the power to adopt Rules to prohibit bird or other feeders; or, if the

Board permits feeders, regulate the number and location of any bird or other feeders. However, at all times, the Rules must allow the outdoor placement of at least one hummingbird feeder per Unit.

(15) Vehicle Restrictions. The parking of vehicles on the Condominium Property is subject to the Rules; however the Rules are subject to and must be consistent with the following:

(a) Trailers of any type, campers, mobile homes, motor homes, recreational vehicles, cargo vans, boats, or similar vehicles or equipment are prohibited to remain upon any portion of the Common Elements, without the Board's prior written approval or as permitted in the Rules only for short term, but not overnight, parking of any such vehicle.

(b) Trucks larger than three-quarter ton load carrying capacity and commercial vehicles, including any vehicle that displays or has any equipment, names, signs, or markings of a business or commercial nature, including ladder racks or snowplows or snowplow hitches, or commercial license plates, are prohibited from being parked or stored anywhere else on the Common Elements, including the Limited Common Element driveways. This prohibition does not apply during normal business hours (as may be defined in the Rules) or during an emergency, in conjunction with deliveries to the Condominium Property or the maintenance, repair, or replacement of a Unit or Limited Common Element. This prohibition also does not apply to the Association, including Association contractors, in the performance of or in conjunction with the Association's maintenance, repair, replacement, or operation of the Condominium Property.

(c) All vehicles regularly parked on the Condominium Property must be able to fit in the garage of the Unit Owner or Occupant's Unit. All vehicles on the Condominium Property must also be licensed and kept in a state of good and clean repair. Motorcycles are permitted but are subject to any Rule limiting the permissible decibel noise level from a motorcycle when running or in use anywhere on the Condominium Property. Junk vehicles, including excessively noisy or polluting vehicles or equipment or vehicles on blocks, as solely determined by the Board, are prohibited from being operated

or stored anywhere on the Condominium Property. Vehicle maintenance or repair work may be performed within a garage, and the washing of vehicles is permitted on driveways; but vehicle maintenance or repairs is prohibited on any driveway or anywhere on the Common Elements.

(d) Garages must be used first and foremost for the parking of vehicles. The modification or alteration of a garage in any manner that reduces the space available for the parking of vehicles is prohibited. For the safety, security, and aesthetics of the Muirwood Village community, garage doors are to be kept closed overnight and generally during daytime hours when the garage is not being used. The Rules may further specify when garage doors must be closed and may be kept open that are consistent with the prior sentence.

(e) The Board may adopt Rules regulating the parking of vehicles on driveways, including prohibiting the parking or storage (as defined in the Rules) of vehicles on driveways, to address issues of aesthetics, access to neighboring Units, or limited parking availability. This includes the authority to adopt Rules limiting the total number of vehicles any Unit Owner and the other Occupants of their Unit may park on the Condominium Property. The Association is not required to remove snow from any driveway on which a vehicle is parked during or after any given snowfall.

(f) Overnight parking on Common Element driveways is prohibited, without the Board's prior approval. The Board is authorized to adopt Rules regulating parking on the Common Elements, including Rules limiting the number of vehicles per Unit permitted to park on the Condominium Property as needed when available parking in the Common Elements is limited. The storage or extended parking (as may be defined in the Rules) of any vehicle anywhere on the Common Elements is prohibited.

(g) If required by the Rules, every vehicle to be regularly parked (as may be further defined in the Rules) anywhere on the Common Elements must be registered with the Association.

(h) The Board may regulate, including prohibit, the parking of any vehicles on the Common Element parking areas by residents or by guests to address issues of limited parking availability.

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

(16) Neighbor-to-Neighbor Disputes. The Association may, but is not obligated to, take enforcement action when a dispute under the Declaration or Rules is solely a dispute between neighbors involving an alleged nuisance or offensive behavior, not involving the Common Elements and not involving a material violation of the Association's architectural or maintenance standards. In any dispute between neighbors, Occupants must first work in good faith with each other to resolve their differences before the complaining Owner reports an alleged violation of the governing documents to the Association. An Owner's complaint to the Association about a neighbor must: (a) be in writing; (b) give as much detail as possible concerning the dispute; (c) provide specific information about what informal efforts to resolve the matter were undertaken by the complaining Owner(s); and, (d) provide the name(s), address(es), phone number(s), and email address(es) of the complaining Owner(s).

(17) Leasing of Units. Muirwood Village is and is intended to remain an owner-occupied community. To maintain this community of resident Unit Owners, no Unit can be leased, let, or rented, whether for monetary compensation or not, by a Unit Owner to others for business, speculative, investment, or any other purpose, subject to the following:

(a) The above prohibition on leasing does not apply to:

(i) Units that are occupied by the parent(s) or child(ren) of the Unit Owner(s); or,

- (ii) any Unit Owner(s) who was leasing or renting their Unit as of November 30, 2004 (the date on which the restriction of Units was originally filed with the Lorain County Recorder's office), and who had properly registered their Unit with the Association as being leased ("Exempt Unit"); an Exempt Unit Owner(s) can continue to enjoy the privilege of leasing their Unit, subject to the restrictions and requirements in subparagraph (d) below, until the title to their Exempt Unit is transferred to a subsequent Unit Owner(s), at which time the Unit will no longer be classified as an Exempt Unit. The list of Exempt Units and their respective Unit Owner is set forth in Exhibit G.

(b) Whenever any Unit is owned by a corporation, partnership, trust, or other entity, such Owner, through its officers or agents, i.e. president or chief executive officer, partner, or trustee, must designate in writing one particular person or family that is entitled to occupy the Unit. The designated person or family must be an employee of or have an ownership or legal interest, e.g. by being a named beneficiary of the trust, in the entity owning the Unit. Only the designated person or family, their care-givers, co-habitants, and guests may use the Unit. If the Unit Owner wishes to designate another person or family as the person or family entitled to occupy the Unit, the Board must approve the occupancy of the Unit Owner by the new person or family, which the Board may deny if the Board determines the Unit Owner is attempting to circumvent the meaning or intent of this Declaration Article III, Paragraph B(17)). To the extent permitted by law, this requirement is also intended to prevent the purchase and use of any Unit for corporate housing, or as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care, or treatment facility.

(c) To meet a special situation and to avoid a practical difficulty or other undue hardship, each Unit Owner(s) has the right to lease their Unit to a specified lessee for a one-time period of no

more than 24 consecutive months. To exercise this right, the Unit Owner:

- (i) must provide the Board with prior, written notice at least 10 business days prior to the commencement of the lease;
- (ii) must have been the title owner of the Unit for at least one year prior to leasing the Unit, unless the Unit Owner became the title owner of the Unit directly through inheritance of the Unit upon the demise of the former Owner of the Unit; an intent of this limitation being to prevent any person from buying or otherwise acquiring a Unit for the purpose of leasing the Unit (e.g. as an investor owner); and,
- (iii) cannot be more than 30 days delinquent in any assessment or other payment due to the Association. If the Unit Owner is more than 30 days delinquent, the Unit Owner may request and receive a one-time hardship exception only with the Board's prior written consent.

(d) The leasing of any Unit in accordance with subparagraphs (a) or (c) above is subject to the following conditions and restrictions:

- (i) No Unit can be rented or leased by the Unit Owner(s) for transient purposes, which is defined to mean a rental for any period less than 180 consecutive calendar days, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Unit, in whole or in part, is also prohibited.
- (ii) The Association has at all times a limited power-of-attorney from and on behalf of any Unit Owner who is more than 30 days delinquent in the payment of any Assessment or charges due the Association to

collect the lease/rent payments directly from the delinquent Unit Owner's tenant/renter until the delinquency is paid in full.

- (iii) All leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and Rules. When a Unit Owner leases their Unit, the Unit Owner(s) relinquishes all amenity privileges, but continue(s) to be responsible for all obligations of ownership of their Unit and the Unit Owner is jointly and severally liable with the lessee to the Association for the conduct of the lessee and any damage to property. The Unit Owner(s) must deliver a copy of any lease to the Board prior to the beginning of the lease term.
- (iv) The Board may require that Unit Owners conduct a background check or other screening of any prospective Occupant to verify the Occupant complies with all restrictions and provisions of this Declaration.

(e) Any land contract for the sale of a Unit must require an initial payment of at least five percent of the purchase price and require payment in full of the balance of the purchase price within 15 years of the execution of the land contract. Any land contract must be recorded with the Lorain County Recorder and a recorded copy of the land contract must be delivered to the Board within 30 days of the recording of the land contract. Any land contract not meeting the requirements of this subparagraph (e) is an impermissible lease. The buyer of a Unit on a land contract meeting the requirements of this subparagraph (e) is considered the Owner of the Unit for all purposes and obligations under this Declaration, the Bylaws, and the Rules, except only and specifically to the extent otherwise provided in the land contract between the buyer and seller.

(f) The Board may adopt and enforce Rules and definitions in furtherance, but not in contradiction, of the above provisions, including Rules to address and eliminate attempts to circumvent the

meaning or intent of this Article III, Paragraph (B)(17) and in furtherance of the preservation of Muirwood Village as an owner-occupied community and against the leasing of Units for investment or other purposes. The Board further has full power and authority to deny the occupancy of any Unit by any person or family if the Board, in its sole discretion, determines that the Unit Owner of such Unit is intending or seeking to circumvent the meaning, purpose, or intent of this Article III, Paragraph (B)(17).

(g) Notwithstanding the above provisions of this Article III, Paragraph (B)(17), the Board may adopt any Rule or amendment to this Declaration as is necessary to comply with the mandatory lending requirements of the Federal Housing Administration, the Veterans Administration, or other government institution (and only for as long as the mandatory government lending requirement(s) remain(s) in force and effect) pertaining to the leasing of Units.

(18) **Occupancy Restriction.** A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification of either, *and* for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence, is prohibited from residing in or occupying a Unit or remaining in or on the Condominium Property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law in accordance with the Ohio Sex Offenders Act, as may be amended or renamed from time to time, or similar statute from another jurisdiction. The Association is not, however, liable to any Unit Owner or Occupant, or anyone visiting any Unit Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

(19) **Occupancy Limit.** No more than two persons per bedroom are permitted to reside in a Unit ("reside" means more than 30 days out of each 12 month period). For the purposes of this restriction only, any person 36 months of age or younger is not counted in determining whether the occupancy limit has been reached or exceeded. The number of bedrooms per Unit is based on the number of bedrooms existing as of the original construction of each Unit.

(20) **Ownership Limit.** For the Condominium Property to meet the requirements of all institutional mortgagees, guarantors, insurers of first mortgage loans, and similar institutions for loans to finance the purchase of Units by proposed Unit Owner-Occupants and for the Condominium Property to be primarily a Unit Owner-Occupied residential community and to avoid potentially disqualifying Unit purchasers from obtaining first mortgage loans offered to proposed Unit Owner-Occupants by institutional mortgage market lenders, the following restrictions apply:

(a) No single person or entity, including any investor group, corporation, limited liability company, partnership, or trust, may have a direct or indirect ownership interest in more than 10 percent of the total number of Units. An indirect ownership interest includes and applies to, without limitation, any affiliated entities as well as any beneficiary or ownership interest that a person or entity has in any investor group, corporation, limited liability company, partnership, or trust that has an ownership interest in a Unit.

(b) This limitation on Unit ownership does not apply to the holder, guarantor, or insurer of an institutional mortgage in one or more Units, or an entity related to any of the foregoing, which acquires the Unit(s) under the remedies provided in the mortgage, including foreclosure sale or deed-in-lieu of foreclosure.

(c) The Board may adopt and enforce Rules, including policies and definitions, in furtherance, but not in contradiction, of this limitation, including Rules to address and eliminate attempts to circumvent the purpose, meaning, or intent of this provision.

(21) **Use of Association Name.** Except as authorized by the Board, no Unit Owner or Occupant may use the name “The Muirwood Village Condominium Owners Association, Inc.,” “Muirwood Village Condominium,” or any derivative using “Muirwood Village.” in any website domain name, web address, URL, or social media address, including Facebook, Nextdoor, or other platforms. No Unit Owner or Occupant may use the name “The Muirwood Village Condominium Owners Association, Inc.,” “Muirwood Village Condominium,” or any derivative using “Muirwood Village,” in any printed, electronic, or promotional material without the Board’s prior written consent. However, Unit Owners may use the name

“Muirwood Village” and “The Muirwood Village Condominium Owners Association, Inc.” in printed, electronic, and other promotional material where those words are used solely to specify where their respective particular Unit is located within Muirwood Village Condominium.

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

ARTICLE IV

GENERAL DESCRIPTION OF BUILDINGS — LEGAL DESCRIPTION

The Muirwood Village Condominium consists 228 Units. The Condominium Property is located in North Ridgeville, Ohio bounded by Ohio Route 83 (Avon-Belden Road) on the west, Mills Road on the north and Jaycox Road on the east. The Condominium includes two dedicated streets, Westminster and Greenwich Avenues. Units are in Buildings housing four, six, or eight Units. The Condominium Property was developed in four Phases. A more detailed history of the development of the Condominium Property, as well as additional information on the construction of the Buildings, styles of Units, and assignment of garage spaces is set forth in Exhibit “E.”

Every Unit has a direct exit to the outside of the Building leading to a public street.

Notwithstanding anything to the contrary in this Declaration or the Bylaws, the Board may cause the exterior siding Building materials described in this Declaration, including Exhibit “E,” to be replaced with composite or other material without a vote of the Unit Owners, as long as the appearance of the Buildings is not materially changed as the Board reasonably determines. The Board may

further authorize a change in the exterior colors of the Buildings without a vote of the Unit Owners as long as the colors are earth tone or natural. All other principal Building materials may be changed or substituted with alternative materials in accordance with the requirements set forth in Bylaws Article IX, Section 2, "Capital Additions, Alterations, and Improvements."

The description of the Common Elements, including the Recreational Facilities, contained in this Declaration, as well as may be shown on the Drawings, does not constitute a representation or guaranty that any specific Common Element will be maintained and available for the use designated or described in this Declaration in perpetuity. The described uses are for reference purposes only and the Board may change, modify, remove, or otherwise alter any of the Common Elements to any other Common Element use, subject to Bylaws Article IX, Section 2. In addition, any change, modification, removal, or other alteration of the Common Elements that will materially reduce the availability of the given Common Element to the Unit Owners as a whole, must first be approved by the written consent of at least a majority of the Association's voting power in good standing.

The Drawings illustrate the street plan, the location of each Unit, as well as the floor plans of typical Units.

ARTICLE V

DESCRIPTION OF THE UNITS

(A) Unit Inclusions. The Units consist of all of the space bounded by the undecorated interior surfaces of the perimeter walls, floors, and ceilings of the Unit projected, if necessary, by reason of structural or nonstructural divisions, such as interior walls, and other partitions, to constitute a complete enclosure of space; however, wherever the undecorated surfaces consist of plaster or plasterboard (drywall) or the concrete floor, all of the plaster or plasterboard (drywall) or concrete floor contiguous to the interior surface is included within and is part of the Unit. The layout and dimensions of the Units are shown on "Exhibit B" and include:

- (1) The decorated surfaces, including paint, carpet, wallpaper, tile, and any other finishing material applied to floors, ceilings, and interior and perimeter walls, along with all drywall or similar material within the Unit

space;

(2) All windows (including skylights, if any) and doors (including the garage door), in the perimeter walls and ceilings, including the frames, sashes, jambs, and window and door hardware, and the space occupied thereby;

(3) All nonstructural interior walls;

(4) All fixtures located within the bounds of a Unit, installed in and for the exclusive use of said Unit commencing at the point of disconnection from the structural body of the Building and from utility pipes, lines, or systems serving more than one Unit;

(5) All control knobs, switches, thermostats, and base plugs, floor plugs, and connections affixed to or projecting from the walls, floors, and ceiling that service either the Unit or the fixtures located therein, together with the space occupied thereby; and,

(6) All plumbing, electric, heating, cooling, and other utility or service lines, pipes, wires, ducts, or conduits that exclusively serve either the Unit or the fixtures located therein, and that are either located within the bounds of the Unit or are the Unit Owner's responsibility to maintain under Declaration Article VIII, especially including the heating unit, water heater, and air conditioners for each Unit.

(B) Exceptions from Unit Description. Excepted from the Unit description contained in Declaration Article V, Paragraph (A) above are all of the following items presently located and that may in the future be located or relocated in the reasonable discretion of the Association, within the bounds of the Unit as defined above:

(1) Any part of the structure contained in all interior walls, and the undecorated perimeter walls, floors, and ceilings;

(2) All vent covers, grills, plate covers, and other coverings of space that are not part of the Unit, as defined above; and,

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

(C) Unit Designation. Units forming a part of the Condominium Property are more particularly described in the Drawings, which show graphically all the particulars of the Buildings. The Unit designations, location, approximate area and number of rooms (exclusive of garage and minor rooms, all of which are shown on the Drawings) are set forth in Exhibit E.

ARTICLE VI

DESCRIPTION OF COMMON AND LIMITED COMMON ELEMENTS

(A) Common Elements.

(1) Description of Common Elements. The Common Elements consist of all parts of the Condominium Property, except the Units, including the following, whether located within the boundaries of a Unit or not:

(a) the foundations, columns, girders, beams, supports, supporting walls, and roofs of the Buildings;

(b) the Land on which the Buildings are located, yards, driveways, gardens, exterior parking not designated as Units, roads, and walks;

(c) installations of utility services such as power, light, telephone, and sewerage, serving more than one Unit or a Common Element; and all pipes, ducts, wires, conduits, fan coil units, receptacles, switches, grills, thermostats, and control devices that are a part of, connected to, or used in conjunction with any of the foregoing;

(d) all personal property relating to the maintenance, repair, and operation of the Buildings;

(e) the swimming pool, Muirwood Center and all heating units, air conditioning units, pumps, compressors, motors, fans and all other apparatus and installations serving them;

(f) all other parts of the Condominium Property necessary or convenient to its existence, maintenance, and safety, or normally

in common use, or which have been designated as Common Elements in the Drawings; and,

(g) all repairs and replacements of any of the foregoing.

(2) **Ownership of Common Elements.** The Unit Owners own the Common Elements as tenants in common, and ownership thereof will remain undivided. No action for partition of any part of the Common Elements is maintainable, except as specifically provided in Chapter 5311, nor may any Unit Owner otherwise waive or release any rights in the Common Elements. However, if two or more Persons own a Unit, including a Unit owned as partners, as tenants in common, as tenants by the entirety, or as joint tenants, nothing prohibits a voluntary or judicial partition of the Unit ownership as between the Owners.

(3) **Use of Common Elements.** Each Unit Owner has the right to use the Common Elements, excluding the Limited Common Elements, in common with all other Unit Owners, as may be required for the purpose of ingress and egress to and use, occupy, and enjoy the respective Unit owned by that Unit Owner. These rights extend to the Owner and the members of the immediate family and guests and other authorized occupants and visitors of the Unit Owner. The use of the Common Elements and the rights of the Unit Owners with respect to the Common Elements is subject to and governed by the provisions of the Condominium Act, this Declaration, the Bylaws, and the Rules.

(4) **Interest in Common Elements.** The undivided Ownership Interest of each Unit, as determined by Declarant by the proportion that the floor area of each Unit bears to the total floor area of all 228 Units, is set forth on Exhibit D, which is attached to and made a part of this Declaration. The undivided Ownership Interests cannot be altered without an amendment to this Declaration unanimously approved by all Unit Owners affected, except as otherwise provided in this Declaration.

(5) **Transfer of Interests.** The undivided interest in the Common Elements cannot be separated or separately conveyed, encumbered, or otherwise divided from the Unit to which it appertains, and each undivided interest in the Common Elements is deemed conveyed or encumbered with the Unit even though the interest is not expressly mentioned or described in the

deed, mortgage, lease, or other instrument, conveyance, or encumbrance.

(B) **Limited Common Elements**. The Limited Common Elements consist of: (i) all screens and storm windows serving a single Unit; and, (ii) patios adjacent to each Unit. Each Unit Owner is granted the exclusive and irrevocable license to use and occupy the Limited Common Elements as are reserved exclusively for the use of their Unit.

(C) **Exclusive Use Areas**. Each Unit Owner is hereby granted an exclusive, but revocable, license to use and enjoy those Exclusive Use Areas as the Association may allocate to the Unit Owner in writing. This includes landscape areas adjacent to the Owner's Unit or assigned Limited Common Elements. The use of any Exclusive Use Areas is at all times subject to the terms and conditions, including the payment of a fee or charge, as the Board may from time to time promulgate, and is at all times subject to change and removal from the Exclusive Use Areas by the Association. Without limiting the generality of the above provision, the Board may at any time and from time to time revoke any license granted to any Unit Owner in accordance with this Declaration Article VI, Paragraph (C) and reassign the use of the Exclusive Use Areas in accordance with the Rules. The Board may further require that the maintenance of any Exclusive Use Areas be the sole responsibility of the licensee or user of the Exclusive Use Areas.

ARTICLE VII

CONDOMINIUM ASSOCIATION

(A) **Membership**. The Association will administer the Condominium Property. Each Unit Owner, upon acquisition of title to the Unit, automatically becomes an Association member. The membership terminates upon the sale or other disposition by the member of their Unit Ownership, at which time the new Unit Owner of the Unit automatically becomes an Association member.

(B) **Board of Directors and Officers**. The Board and officers of the Association, elected as provided in the Bylaws, will exercise the powers, discharge the duties, and be vested with the rights of the Association conferred by operation of law (including Chapter 5311), the Bylaws, and this Declaration, unless a vote of the Unit Owners is specifically required. If any power, duty, or right is deemed exercisable or dischargeable by, or vested in, a Board officer or member, solely in

their capacity as a Board officer or a member, they are deemed to act in that capacity to the extent required to authenticate their acts and to carry out the purposes of this Declaration and Bylaws.

(C) **Administration of Condominium Property.** The administration of the Condominium Property will be in accordance with the provisions of Chapter 5311, this Declaration, and the Bylaws. Each Unit Owner, tenant, Occupant, or guest of a Unit Owner must comply with the provisions of the general law, this Declaration, the Bylaws, and the Rules, and the decisions, resolutions, and duly adopted motions of the Association and the Board, as lawfully amended from time to time.

(D) **Service of Process.** Service of summons or other process upon the Association may be made in accordance with the provisions of Chapter 5311. or. if the same is not applicable, in accordance with the provisions of Chapter 1702 of the Ohio Revised Code. The President of the Association or such other Person as designated by the Board will serve as the Statutory Agent to receive service of process for the Association. The name and address of the Statutory Agent (and of their successor) will be filed with the Ohio Secretary of State on the customary forms prescribed for the designation.

ARTICLE VIII

MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS, AND IMPROVEMENTS

(A) **The Association.**

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

(2) **Common Elements.** Except as otherwise expressly provided in this Declaration or the Bylaws, the Association will, to the extent and at such times as the Board determines, in the exercise of its business judgment, maintain and keep the Common Elements, excluding the Limited Common Elements and the Exclusive Use Areas, in a reasonable state of good working order, condition, and repair, in a reasonably clean, neat, safe, and sanitary

condition, and in conformity with all laws, ordinances, and regulations applicable to the Common Elements, by properly and in a good and workmanlike manner, making all repairs and replacements, and alterations and improvements (subject, however, to the expenditure limitations set forth in Bylaws Article IX, Section 2), reasonably necessary to comply with the foregoing.

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

(4) **Additional Maintenance Obligations.** Except as provided below in this Article VIII or otherwise designated as Unit Owner responsibility by another provision in this Declaration or Bylaws, and to avoid areas of potential confusion, the Association is, to the extent and at the times as the Board determines, in the exercise of its business judgment, reasonably responsible, at its expense and in the manner as provided for in this Article VIII, Paragraph (A)(4), for the following as installed by the Declarant or the Association, whether components of the Common Elements or Units (as used below, the word "maintenance" includes painting unless stated otherwise):

(a) **Common Elements within Units.** Maintenance, repair, and replacement of those portions of the Common Elements located within the bounds of a Unit, including any structural framing, joists, or beams, but excluding, however: (i) the interior surfaces of the perimeter walls, floors, doors, and ceilings, as well as any wall board, drywall, lath, furring, subflooring, or other material(s) applied to or constituting the walls, floors, and ceilings; and (ii) other portions of the Common Elements, the maintenance, repair, or replacement of which is the responsibility of a Unit Owner under any other provision of this Declaration.

(b) **Building Movement.** If a Unit, in part or in whole, is sinking or shifting due to movement of the land underneath the Unit, the Association is responsible to undertake the work needed to stabilize or raise the Unit, as the Board so determines, with the Unit Owner being responsible for all restoration or repairs needed to any part of the Unit arising before, during, and after the Association's repair or replacement work.

(c) **Building Drainage.** Maintenance, repair, and replacement of exterior footer drains and other storm drain lines, including storm drain line clean outs.

(d) **Driveways.** Maintenance, including reasonable snow removal, repair, and replacement of all driveways.

(e) **Exterior Lights.** The replacement of any exterior light fixtures located by the entrance door or garage of a Unit, and which is connected to the Unit's electrical service; however, the Unit Owner is responsible for the replacement of the light bulb in any light fixture attached to the exterior of the Unit.

(f) **Front Steps.** Repair and replacement of any concrete front steps.

(g) **Front Walkways.** Maintenance, including reasonable snow removal, repair, and replacement of the sidewalk leading from each Unit to the driveway.

(h) **Fencing.** Maintenance, repair, and replacement of patio and courtyard privacy fencing, but not any gate within any fence and any fence extension Improvement installed by a Unit Owner, except for the gate serving 35317 Greenwich Avenue for safety-related considerations. Notwithstanding anything to the contrary in this Declaration or the Bylaws, the Board can modify the materials and design of any fencing the Association maintains, without a vote of the Unit Owners.

(i) **Landscape Beds.** Maintenance of all landscape beds, in accordance with the standards the Board specifies, except for:

(i) any landscaped areas and plantings within any courtyard or within any area enclosed by a patio, privacy, or other fencing, which areas and plantings are Unit Owner responsibility, in accordance with this Declaration and the Rules; and,

(ii) any plantings or seasonal flowers planted in any front or side Building foundation bed, which the Board permits, in accordance with the Rules.

(j) **Mailboxes and Mailbox Huts.** To the extent not provided by the U.S. Post Office, maintenance, repair, and replacement of the mailbox huts, including the pad on which the structure sits, and the individual mailboxes, but excluding the individual mailbox keys and locks. The Association is not, however, responsible to maintain, repair, or replace an individual mailbox installed by a Unit Owner, which may only be done with approval from the U.S. Post Office and the Board.

(k) **Perimeter Doors and Windows.** Painting of the exterior surface of any perimeter door or window wood trim or molding, as well as repair of caulking between window frames and the Building exterior surface materials.

(l) **Retaining Walls.** Maintenance, repair, and replacement of any retaining wall needed, as the Board so determines, to protect a courtyard or patio area. Notwithstanding anything to the contrary in this Declaration or the Bylaws, the Board can modify the materials and design of any retaining wall the Association maintains, without a vote of the Unit Owners.

(m) **Unit Address Numbers.** Maintenance, repair, and replacement of Unit address numbers located on the exterior siding of the Buildings as installed by the Association, as well as any Unit address numbers located on or above a perimeter door of any Unit if installed by the Association. If any Unit Owner installed Improvement covers the Unit address number, the Unit Owner must correct, or pay

for the correction of, the Unit address number so that it is visible from the street, in accordance with the Board's directive or the Rules.

(n) Utilities. To the extent the work is not performed by the respective utility company or department, the maintenance, repair, and replacement of:

- (i) Electric Lines. All electric lines and related components, located in or on the Common Elements, up to and including the exterior electric meter base and panel, but excluding the electric meter and breaker for an individual Unit (the Unit Owner is responsible for any portion of the electric line(s), as well as other components, from and including the meter and breaker, to, appurtenant to, and throughout the Unit). The Association is also responsible for the maintenance, repair, and replacement of exterior electrical outlets, but not the wiring providing electricity to any outdoor outlet;
- (ii) Sanitary Sewer and Garage Drain Lines. All sanitary sewer or garage drain lines in the Common Elements and serving more than one Unit (each Unit Owner being responsible for any portion of a sanitary sewer or garage drain line serving only the Owner's Unit up to the point the line connects to a main line or a line serving another Unit); and,
- (iii) Waterlines. All waterlines up to the point of the exterior water shutoff valve serving a Unit (the Unit Owner being responsible for the water meter serving the Owner's Unit, including any related wiring and components of or for the meter, wherever located, and any portion of any waterline serving only the Owner's Unit commencing from the exterior water shutoff valve). The Association is responsible for the maintenance, repair, and replacement of exterior water faucets outlets, but not the waterline leading to any outdoor faucet.

With respect to waterlines, electric lines, and sanitary lines and components serving individual Units but located outside of the Unit, the Association may require that Unit Owners purchase and maintain, at the Unit Owners' expense, any insurance reasonably available to and offered by the respective company or department to Unit Owners for utility repairs and replacements. The Association may further assess a Unit Owner for all repair or replacement costs and expenses that the insurance covers or would have covered if the insurance were obtained by the Unit Owner as required by the Association.

(o) **Vents and Stacks**. Maintenance, repair, and replacement of any exterior attic vent as well as any kitchen or soil vent or stack from the point a kitchen or soil stack penetrates the roof or exterior siding of the Building to its terminus. The Association may cause any attic vent to be permanently removed and replaced with Building siding as the Board so decides.

(p) **Animal Control**. The trapping, removal, extermination, or other animal (including mammals, rodents, and insects) control outside of a Unit, as the Board deems necessary. The Association is also responsible to close or otherwise block any gaps or holes in the exterior wall or roof of any Building.

(q) **Additional Maintenance**. The Association, as the Board may from time to time decide, may perform any maintenance, repair, and replacement of any part of the Condominium Property, as the Board reasonably determines is needed to preserve and protect the uniformity or safety of the Buildings and Common Elements, with the cost of the work charged or assessed as provided for in this Declaration (such as in Declaration Article VIII, Paragraph (B)(2)) or the Bylaws or, if not so provided for, then in an equitable manner as the Board so determines.

(B) **Responsibilities of Unit Owners**. Except as otherwise expressly provided in this Declaration, particularly Declaration Article VIII, Paragraph (A)(4) above, each Unit Owner is responsible, at the Unit Owner's expense, to:

(1) **Unit and Limited Common Elements.** Maintain, repair, and replace, at their expense, all portions of their Unit and assigned Limited Common Elements, in a reasonable state of good working order, condition, and repair, in a clean, neat, safe, and sanitary condition, and in conformity with all laws, ordinances, and regulations applicable to the Unit and assigned Limited Common Elements, including:

(a) **Perimeter Doors.** All doors, including any screen, security, patio, and garage door(s), located in the perimeter wall of the Unit. Perimeter “door” means the entirety of a door installation or system, including the frames, trim, molding, sidelights, weatherstripping, thresholds, and jambs, along with any door lock, knocker, handle, kickplate, and other door components and hardware. This includes all parts and components of any garage door opener system, including the exterior garage door opener panel. The Unit Owner is also responsible for any Unit address numbers on a perimeter Unit door, unless the Association causes the numbers to be installed in which case the Association is responsible for the Unit address numbers:

(b) **Windows.** All windows, including skylights or solar tubes (including flashing of the skylight or solar tube), and fixed windows, located in the perimeter walls or ceiling of the Unit. “Window” means the entirety of a window installation or system, including window hardware, any security devices, and the window glass, window frames, screens, sashes, trim (excluding the j-channel), molding, and jambs:

(c) **Attic.** The attic area serving the Owner’s Unit, including the cleaning or removal of any mold or other surface material within the attic space, including on any roof framing, trusses, or decking material, but excluding the repair and replacement of any roof framing, trusses, or decking material, which is the Association’s responsibility. The Unit Owner is also responsible for any pulldown or other stairs providing access to the attic area. Unit Owners may store personal property in the attic spaces, subject to the Rules:

(d) **Concrete Floor.** The concrete slab floor of the Unit, including the garage floor and the garage floor threshold underneath

the garage door. The Unit Owner's responsibility for the concrete floor includes any lifting or replacement of the floor that may be needed due to settlement or other earth movement below the floor. This also includes waterproofing and maintenance of any water vapor barrier;

(e) Insulation. All insulation, but not house wrap or similar product, within any interior or perimeter Unit wall, and in the space between the Unit ceiling and roof above the Unit (the attic), along with any baffles;

(f) Stacks and Vents. Any kitchen, bathroom, or soil stack or vent up to the point that the stack or vent penetrates the roof or perimeter wall of the Building. The entirety of any dryer vent up to and including its terminus, cap, or cover. However, the Association may, but is not required to, inspect and clean any dryer vents and ducts for safety-related reasons, not more than once a year, with all costs incurred either assessed to the respective Unit Owner or charged as a Common Expense, as the Board so determines in a fair and consistent manner;

(g) Exterior Items. All installations or fixtures located outside the Unit, but serving only the Unit, consisting of:

(i) Door Entry Systems. Any intercom, doorbell, or other Unit entry or alert system, along with all associated wiring and other associated components. A Unit Owner may install an intercom or doorbell system that includes audio or video, or both, capabilities, however no such system can interfere with, impede, or encroach, in any manner, on the right to privacy of any other Owner or Occupant;

(ii) Electrical Outlets. The wiring for any exterior electrical outlet that is connected to the Unit's electrical service;

(iii) Exterior Building Lights. Any exterior light fixture, including the wiring for the fixture and the light bulb in the fixture, attached to the exterior of the Building in which the Unit is located and that is connected to the Unit's electrical

service; excluding, however, the replacement of the exterior light fixtures, which is an Association responsibility:

(iv) Heating and Cooling. Heating and cooling systems and components, including all duct work, condensate or drain lines, exhaust lines, air-handling units, blowers, and other fixtures and related components, serving only the Unit wherever located. If the Unit Owner (or any predecessor Unit Owner of the Unit) moves or relocates any air-conditioner compressor or unit or heat pump to another exterior location, which may only be done with the Board's prior written consent, the Unit Owner must remove the original air-conditioner compressor and all related components, including the pad or stand upon which the prior compressor was located, and is also responsible for the space in which the air-conditioner compressor or unit or heat pump is moved to and the air-conditioner compressor or unit or heat pump itself;

(v) Air-Conditioner Pad. The pad or other base on which the air-conditioner compressor or unit or heat pump is located. If more than one air-conditioner compressor or unit or heat pump is located on a single pad or base, the respective Owners of the Units served by the air-conditioner compressors or units or heat pumps are jointly and severally responsible for the shared pad or base. The Unit Owner's responsibility for the pad or other base includes any lifting or replacement of the pad or other base that may be needed due to settlement or other earth movement below the pad or other base;

(vi) Patios. Any patio, including any steps leading from the Unit to the patio serving the Unit, along with any fixtures, installations, and other Improvements located within the patio space. The Unit Owner's responsibility for the patio includes any lifting or replacement of the patio that may be needed due to settlement or other earth movement below the patio;

(vii) Privacy Fence Gates. Any privacy fence gate, including all hardware of or serving the gate, attached to, adjacent to, or otherwise serving the Unit's assigned patio or

other Limited Common Element, except for the gate serving 35317 Greenwich Avenue; and.

(viii) Water Spigots. Any waterline for an exterior water spigot up to its connection with the exterior spigot, and for shutting off and winterizing the line each Fall. Each Unit Owner is also responsible for any water spigot located in the garage of or serving the Owner's Unit;

(h) Electric. The portion of any electric line serving only the Owner's Unit wherever located from and including the electric meter and exterior breaker serving the Unit, to the end point of the line in the Unit or its connection to any appliance or fixture located within or serving only the Unit or the Unit's assigned Limited Common Elements;

(i) Sanitary Sewer. Any sanitary sewer or garage drain line serving only the Unit, from the beginning of the sewer or drain line up to the point the line connects to a main line or a line serving another Unit;

(j) Telephone, Cable, and Communications. All telephone, cable, and communication lines, whether for telephone, television, or internet service, serving the Unit Owner's Unit wherever located;

(k) Waterlines. The water meter, including any related wiring and components of or for the meter, serving the Unit and the entirety of any waterline serving only the Unit commencing from the exterior water shutoff valve to the end point of the waterline in the Unit or its connection to any appliance or fixture located serving only the Unit wherever located. The Unit Owner is also responsible for insulating or otherwise protecting or shielding any waterline serving the Owner's Unit that is located within the Building as needed to prevent freezing of the waterline;

(l) Animal Control. The trapping, removal, extermination, or other animal (including mammals, rodents, and insects) control within the Unit up to the roofline of the Unit, as well as within any chimney serving the Unit; and,

(m) Radon Gas. Mitigation or any related work or improvements to address radon gas or similar concerns in or for the Unit.

(2) Owner Improvements. Maintain, repair, and replace any Improvement(s) made to or in the Common Elements, including the Limited Common Elements and Exclusive Use Areas designated for the Unit Owner's use or the benefit of the Owner's Unit, by the Unit Owner, including:

(a) Appliances. Appliances, including any television antenna;

(b) Awning. Any awning appurtenant to or attached to the exterior of the Unit;

(c) Exterior Lighting. Any additional exterior lighting, including security lights, landscape or ground lighting, and free-standing light, and related wiring and components, such as a transformer;

(d) Fencing. Any added decorative, privacy, or other fencing not installed by the Declarant or the Association;

(e) Flag Holders. Any flag holders installed on the outside of the Building in accordance with the Rules;

(f) Hardscaping and Landscaping. All landscaping above and beyond general landscaping that the Association provides as the Board so determines, which may be further defined in the Rules or reflected in the Association's landscape contract. Landscaping located in the foundation bed (as defined by the Board or in the Rules) adjacent to the Unit (as defined by the Board or in the Rules), and within any fenced-in area adjacent to the Unit Owner's Unit. The Unit Owner is also responsible for any edging materials, retaining walls, stones, rocks, and other hardscape features located within any foundation bed adjacent to any perimeter wall of the Unit or the front walkway leading to the Unit;

(g) Mailboxes. Any mailbox the Unit Owner installs, with prior approval from the Board and the U.S. Post Office, as an accommodation with U.S. Post Office regulations and requirements.

(h) Patio, Stoop, or Walkway. Any patio, stoop, or walkway, whether made of wood, pavers, stone, or other material, serving the Unit installed, expanded, or modified from its original installation by the Unit Owner, including any railing, ramp, or other Improvement installed by the Unit Owner (or a prior Owner of the Unit); and,

(i) Vents. Any additional or new vent or stack, or any other component, installed for a high-efficiency furnace or any other appliance, equipment, or installation within or serving only the Unit.

Nothing in this Declaration Article VIII, Paragraph (B)(2) will be construed to give any Unit Owner permission to install or place any Improvement outside the bounds of the Unit without the Board's prior written consent or in accordance with the Rules as further provided for elsewhere in this Declaration. The Unit Owner's responsibility for Improvements is further subject to the following:

(j) All of the work required of the Unit Owner in this Declaration Article VIII, Paragraph (B)(2) includes responsibility for any Improvement installed by a prior Unit Owner of the Unit Owner's Unit. The Unit Owner must use competent and qualified laborers to perform the work. The work must be performed promptly, properly, and in a good workmanlike manner, using first-class materials of equivalent or better quality than those originally installed or incorporated into the Condominium Property, and in accordance with any Board designated specifications.

(k) The Association has the right, but not the obligation, to, at any time, maintain, repair, and replace any Improvements in a uniform manner and charge the cost of the work to the Unit Owner(s), which costs will be charged to the respective Unit Owner(s) in a fair and reasonable manner as determined by the Board.

(l) In addition, the Unit Owner is responsible for all costs and expenses, whether incurred by the Association, the Unit Owner, or others, to remove and subsequently re-install, if reasonably possible, any Improvements as is necessary for the Association to maintain, which includes inspect, repair, and replace, the Common Elements or other portions of the Condominium Property the Association is responsible for under this Declaration.

(m) If the design, construction, maintenance, use, or removal of any Improvement causes or results in damage to, or in any manner adversely affects, the roof or Building structure on which the Improvement is located or attached to or any adjacent roof or Building area, as the Board so determines, the Unit Owner is responsible, at their sole cost and expense, for the proper and prompt repair or other correction thereof in a manner satisfactory to the Association.

(n) The Unit Owner is responsible, at their sole cost and expense, for the proper and prompt repair of any damage caused to the interior of any Unit caused by the design, construction, maintenance, use, existence, or removal of the Improvement.

(3) **Utility Service.** Pay all costs for utility services (such as water, electricity, sewage, rubbish and trash removal/disposal or treatment, and the like) furnished to the Unit or to the Limited Common Elements designated for their use, as well as for any sump pump or roof heating cable connected to the Unit's electric service. In addition, to pay for the cost to install any additional, improved, or enhanced electrical or other utility service to serve any part of the Owner's Unit, including any installations or other items within the Unit, such as an electric charging station.

(4) **Additional Maintenance Responsibilities.** Perform all maintenance, repairs, and replacements, and other expenses that are referenced in Declaration Article VIII, Paragraph (A)(4) as being the responsibility of the Unit Owner.

(5) **Maintenance Standards.** Comply with all Rules and procedures that the Board may from time to time adopt pertaining to the maintenance, repair, and replacement of windows, doors, washing machine hoses, faucets, toilets, including toilet rings, traps, and other appliances, installations, or

components of or serving the Unit, the failure of which may result in damage to the Common Elements or another Unit, and the winterization of Units, including minimum heating, water shutoff, Unit monitoring, and other requirements. Any failure to comply with any maintenance standards promulgated by the Board is considered negligence *per se*.

(6) **Duty to Report**. Report promptly to the Board the need for any maintenance or repair to any portion of the Condominium Property that the Association is obligated to maintain, repair, or replace under this Declaration or the Bylaws, particularly with respect to any part of the Condominium Property located within or accessible through the Owner's Unit.

(7) **Non-Disturbance**. Perform the Unit Owner's responsibilities in such a manner so as not to unreasonably disturb any other Person(s) residing within the Condominium Property.

(8) **Neglect and Intentional Acts**. Maintain, repair, and replace, at the Unit Owner's expense, all portions of the Condominium Property that may be damaged or destroyed by reason of their own act or neglect, the act or neglect of any Occupant of their Unit, including tenants, or the willful or intentional act or neglect of any invitee, agent, employee, licensee, or guest of the Unit Owner or Occupant. Notwithstanding the foregoing obligation of the Unit Owner, the Association (or other Unit Owners in respect to their own Unit) may, but is not obligated to, repair and replace the property damaged or destroyed by reason of the act or neglect of a Unit Owner, an Occupant, or their invitee, licensee, or guest, and charge and collect from the Unit Owner the cost and expense paid or incurred in making the repair or replacement. If the Association makes the repair or replacement, the cost and expense thereof is a lien against the Unit Owner's Ownership Interest, which the Association may assert and collect in the same manner as the Association may assert and collect a lien against a Unit Owner's Ownership Interest for nonpayment of Assessments. The Association's right to assert and collect upon a lien is not exclusive of, but is in addition to, all other rights and remedies available to the Association in this Declaration, the Bylaws, the Rules, in law, and in equity for recovery of the cost and expense so incurred.

(C) **Exterior Repair Work**. Any maintenance, repair, and replacement work required of a Unit Owner that requires or involves any exterior work, including

the items listed in Declaration Article VIII, Paragraph (B) above, as well as any alteration or excavation of any Common or Limited Common Element, is subject to the Rules. The Rules may, but are not required to, require that some or all exterior work be performed by or under contract with the Association and assessed by the Association to the respective Unit Owner(s), as the Board so determines.

(D) Effect of Insurance or Construction Guarantees. The fact that the Association or any Unit Owner may be entitled to the benefit of any guarantees of material and workmanship furnished by any contractor or subcontractor responsible for any construction defects, or to benefits under any policies of insurance coverage for construction guarantees or insurance coverage, does not excuse any delay by the Association or any Unit Owner in performing its or their obligations set forth in this Declaration, the Bylaws, or the Rules.

(E) Interpretation and Application of Maintenance Obligations. Any conflict between the maintenance provisions of this Article VIII and any other provision of this Declaration, the Original Declaration, or the Bylaws is to be interpreted in favor of the maintenance obligations as stipulated in this Article VIII. In the event of any uncertainty or good faith dispute as to whether the Association or an individual Unit Owner is responsible for the maintenance, repair, or replacement of a given item, the Board's determination, exercised in good faith, as to whether any particular maintenance, repair, or replacement to be made is the Association's responsibility, the individual Unit Owner's responsibility, or the Association's and Unit Owner's shared responsibility in such proportion as the Board so determines, is final; however, the Board's determination must thereafter be consistently followed. When the Association maintains, repairs, or replaces any item the Association is responsible for under this Declaration and the Association's work requires that an item the Unit Owner is responsible for under this Declaration be maintained, repaired, or replaced, which includes moving or removing, in conjunction with the Association's work, the Association may perform all the work and assess the costs the Association incurs to repair, move, remove, or replace the Unit Owner's item to the Unit Owner.

(F) Division or Combination of Units. Two or more Units, including the appurtenant Limited Common Elements, may be combined (and subsequently divided if previously combined) only in accordance with an amendment to this Declaration as approved by the Board and the Owner(s) of the Unit(s) affected, and all other applicable governmental laws, ordinances, rules, and regulations. No Unit Owner may, by deed, plat, or otherwise, subdivide or in any other manner cause their

Unit to be subdivided into Units smaller than the whole Unit as shown on the original Drawings.

ARTICLE IX

ASSESSMENTS AND LIEN OF ASSOCIATION

(A) **General.** Assessments for the Common Expenses will be made in the manner provided in this Declaration and the Bylaws. The proportionate shares of the Unit Owners of the respective Units in the common profits and the Common Expenses of the Condominium Property is the same as their Ownership Interest as set forth in Exhibit D. Every Unit Owner is required to pay their proportionate share of the Common Expenses and any other Assessments levied against them in such manner and at such times as are provided in this Declaration and the Bylaws. The Association, as the Board so determines, may establish a required or preferred method(s) of payment, such as ACH payments, of Assessments and other charges due the Association. If the Board establishes a preferred method(s) of payment, the Association may impose a surcharge or other fee for the use of non-preferred method(s) of payment, such as check, credit card, or cash.

(B) **Individual Assessments.** The Board may levy Assessments against an individual Unit or Units to cover fees, costs, damages, and other expenses or charges as provided for and in accordance with this Declaration, the Bylaws, or the Rules. Any individual Assessment is due and payable as the Board so determines and gives written notice to the Unit Owner(s) subject to the Assessment.

(C) **Obligation to Pay Assessments.** The obligation to pay all Assessments is an independent covenant. No Unit Owner of a Unit may exempt themselves from liability for Assessments by waiver of the use or enjoyment of any of the Common Elements, by the abandonment of their Unit, or for any other reason. Regardless of any effort or action of a Unit Owner to the contrary, the Association will credit any and all payments made by a Unit Owner for all Assessments levied against the Unit Owner in the order set forth in Declaration Article IX, Paragraph (D)(2).

(D) Failure to Pay Assessments When Due.

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

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

- (a) To any interest owed to the Association;
- (b) To any administrative late fees owed to the Association;
- (c) To collection costs, attorney's fees, and paralegal fees incurred by the Association; and, finally,
- (d) To the principal amounts the Unit Owner owes to the Association for the Common Expenses or enforcement Assessments chargeable against the Unit.

(E) Lien of Association. The Association has a lien upon each Unit Owner's Ownership Interest for the payment of the portion of any Assessments chargeable against the Unit that remain(s) unpaid for at least ten days after the same becomes due and payable, together with interest at the highest interest rate permitted by law and any other amounts provided for in Declaration Article IX, Paragraph (D), from the time a certificate for the lien, subscribed by the President of the Association or other Association representative as permitted by Ohio law, is filed with the Lorain County Recorder, in accordance with the Board's authorization. The certificate will contain a description of the Unit, the name(s) of

the Unit Owner(s) thereof and the amount of the unpaid portion of the Assessments, and other amounts due. The lien is a continuing lien upon the Unit, and will and does also act to automatically secure and include all Assessments that become due and payable after the certificate is filed until the claim of lien is satisfied. The lien is valid for a period of five years from the time of filing unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the Court in an action brought to discharge the lien in accordance with this Declaration. In addition, each Unit Owner is personally liable, jointly and severally, for all Assessments chargeable for the period of their Unit Ownership. The existence of a mortgage, lien, or other encumbrance and of a condition, possibility of reverter or the like, is not a defense of title under the preceding sentence.

(F) Priority of Association's Lien. The lien provided for in Declaration Article IX, Paragraph (E) above takes priority over any lien or encumbrance subsequently arising or created, except for: a) liens for real estate taxes and assessments of political subdivisions, and b) liens of bona fide first mortgages, which have been filed for record. However, with respect to any bona fide first mortgage on a Unit that is filed for record after the date of this Declaration, an amount equal to the lesser of the amount of the delinquency or six months of common expense Assessments levied against the Unit, based on the budget adopted by the Association for the year in which the foreclosure action against the Unit is commenced, plus the Association's reasonable attorney's fees, costs, and expenses related to the foreclosure, is prior to any lien or encumbrance previously arising or created by the bona fide first mortgage. (Upon the enactment of any Ohio or Federal law after the date of this Declaration that permits or requires the Association to have priority before a first mortgage for common expenses Assessments levied against a Unit of greater than six months, the Board is hereby authorized and empowered to amend this Declaration Article IX, Paragraph (F), without a vote of the Unit Owners, to increase the length of the Association's lien priority up to the maximum length of time permitted or required by applicable law.) The lien provided for in Declaration Article IX, Paragraph (E) may be foreclosed in the same manner as a mortgage on real property in an action brought by or on behalf of the Association after authorization from the Board. In any foreclosure action, the Unit Owner(s) of the Unit affected is required to pay a reasonable rental for the Unit during the pendency of the action, in addition to any Assessments otherwise chargeable against the Unit, and the Association is entitled to the appointment of a receiver to collect the rent and Assessments. At any foreclosure

sale, the Association, or its agent or nominee, is entitled to bid and acquire the Unit, subject to the provisions of Bylaws Article IX, Section 8.

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

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

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

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

ARTICLE X

INSURANCE

(A) Property Insurance.

(1) Coverage. The Association will carry Property Insurance (also sometimes known as "casualty insurance" or "fire and extended coverage insurance"), subject to a deductible as provided for in Declaration Article X, Paragraph (A)(6), on:

(a) the insurable improvements installed by the Declarant or the Association comprising of the Common Elements, including the Limited Common Elements, but excluding:

(i) all heating, air-conditioning, and ventilating fixtures and components, including the furnace and air-conditioner compressor or unit, serving only the Unit wherever located; and,

(ii) Unit Owner Improvements wherever located;

(b) the windows and doors located in the perimeter walls or ceiling of the Unit;

(c) structural components of the Building located within the Unit; and,

(d) all personal property owned by the Association and for which the Association is responsible.

In general terms, the Association is responsible for having Property Insurance from the backside of the Unit's perimeter drywall out, which excludes the drywall itself. This is commonly known as a "bare walls" Property Insurance policy.

(2) **Additional Optional Coverage.** The Association may, as the Board so determines, also carry Property Insurance on some or all of the other fixtures, structures, components, betterments, and other insurable installations and improvements installed within or as part of the Units. In deciding whether to increase, or later decrease, the scope of Property Insurance coverage permitted by this subparagraph, the Board may, among other factors, consider the Association's insurance claim history, the financial costs to the Association and the individual Owners, mortgage market requirements, and the overall state of the condominium insurance market. The Board's decision as to the scope of Property Insurance coverage must be reflected from time to time in the Board's meeting minutes. In the event of a conflict between the Board's meeting minutes and the terms of the insurance policy itself with respect to the scope of the Association's Property Insurance coverage, the Board's meeting minutes will control. If there is no approved motion, resolution, or other record in the Board's meeting minutes evidencing a Board decision to increase the scope of the Property Insurance, the Property Insurance is limited to the scope of coverage described in Article X, Paragraph (A)(1) above. Owners are responsible to determine whether any portion of the Unit is insured under the Association's Property Insurance policy. The Association will provide the Owners with at least 30 days prior written notice of any increase or decrease in the scope of Property Insurance coverage, particularly as it pertains to the Units.

(3) **Risks to be Insured and Availability of Insurance.** The Association's Property Insurance will protect against loss or damage by fire and hazards now or in the future embraced by a special form policy, and all other perils, including flood, that are customarily covered by similarly constructed and situated condominium associations in Lorain County, Ohio. The amount of insurance purchased must be sufficient to cover 100 percent of the then replacement value, less deductible, without deduction for appreciation, excluding excavation and foundation costs and other items normally excluded from such coverage. If the cost of 100 percent full replacement coverage, less the deductible, for Property Insurance is

unreasonably expensive, as the Board so determines, then in no event will the coverage be in an amount less than 80 percent of the then current replacement value, less the deductible and with exclusions as provided for in this Paragraph.

(4) **Beneficiary Interests.** Subject to the provisions of Declaration Article X, Paragraph (A)(5) below, the Association's Property Insurance is for the benefit of the Association, each of the Unit Owners, and the holders of mortgages on the Ownership interests, as their interest may appear, and will provide for the issuance of certificates of insurance with mortgagees' endorsements to the holders of mortgages on the Units, if any.

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

(6) **Deductible.** The Association's Property Insurance may include a reasonable deductible as determined by the Board. Except as provided in Declaration Article X, Paragraph (A)(7), the Unit Owner is responsible for any repairs or expenses up to the amount of any applicable deductible for loss or damage to their Unit, Improvements, and other property the Unit Owner is responsible to maintain, repair, and replace as set forth in Declaration Article VIII. Except as provided elsewhere in this Declaration, including Declaration Article X, Paragraph (A)(7) below, the Association is responsible for all costs and other expenses pertaining to the Common Elements. If a single loss affects multiple portions of the Condominium Property, for example, one or more Units and the Common Elements, the

repair costs and expenses not paid for by the insurance proceeds are to be proportionately allocated in relation to the amount each party's claim bears to the total amount of the claim, with the party incurring the larger share of the loss responsible for the larger share of the deductible.

(7) **Responsibility for Damage.**

(a) **Association.** The Association's liability is limited to losses or damages resulting from its negligence or intentional act. If any loss or repair is due to the Association's negligence or intentional act, then, in that case, the Association is responsible for the cost of the loss or repairs to the extent not covered by any insurance policy in accordance with this Declaration Article X, including any deductible amount.

(b) **Unit Owner.** If any loss or repair originates from the Owner's Unit or is due to the negligence or intentional act of a Unit Owner, or anyone the Unit Owner is responsible for, such as a family member, Occupant, tenant, guest, or contractor, then, in either event, the Unit Owner is responsible for the depreciated value of the loss or repairs to the extent not paid for by (or should have been covered and paid for by) any insurance policy required of the Association or any Unit Owner in accordance with this Declaration Article X, including costs not paid for due to any insurance deductible amount. So, if a Unit Owner causes or is responsible for damage to another Unit or Units, including personal property, the Unit Owner's liability for the loss or cost of repairs to the Owner of each Unit so damaged is limited to the maximum insurance deductible each Unit Owner is permitted to have under Declaration Article X, Paragraph (B)(1), plus any other expenses not covered by insurance each Unit Owner is required to have under Declaration Article X, Paragraph (B)(1). If a Unit Owner causes damage to or is responsible for the Common Elements, the Unit Owner's liability for the loss or cost of repairs to the Association for the Common Elements so damaged is limited to the amount of the Association's insurance deductible, plus other expenses not covered by insurance the Association is required to have under this Article X. If a utility line between two Units breaks or otherwise fails, each Unit Owner is only responsible for the cost of repairs to their respective Unit.

(8) **Insurance Company Rating.** All policies will be written with a company licensed to do business in the State of Ohio and, unless not reasonably available to the Association, holding a rating of “A” or better by Standard & Poor’s Insurance Ratings, or its present day equivalent.

(9) **Mortgagee and Other Additional Insurance Requirements.** Notwithstanding anything to the contrary anywhere in this Declaration Article X, the Board has the full right and authority, but not the obligation, to purchase Property Insurance, and any other insurance policy or endorsement, that includes any and all terms, conditions, or requirements, as the Board determines is in the Association’s best interest and is necessary to comply with any requirements of the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, their designees, or any other financial institution or government agency. If the Association provides, as the Board so decides, any additional insurance coverage beyond the minimum requirements contained in Declaration Article X, Paragraph (A)(1) above, for less than all the Unit Owners, the Association may levy a special Individual Assessment against only those Unit Owners requiring the additional insurance in an amount to be determined by the Board.

(10) **Additional Endorsements.** The Association’s Property Insurance policy is to include, as the Board so determines is reasonable from time to time, a “Building Ordinance” or “Law Coverage Endorsement” or their present day equivalent, a “Demolition Cost Endorsement” or its present day equivalent, an “Increased Cost of Construction Endorsement” or its present day equivalent, and any other endorsements as the Board so decides on.

(B) **Unit Owner Insurance.**

(1) **Property Insurance.** Except as may be insured by the Association in accordance with Declaration Article X, Paragraph (A)(1) or Paragraph (A)(2) above, each Unit Owner must separately insure all portions and components of the Unit, from and including the Unit’s drywall (attached to the perimeter or interior walls and ceilings of the Unit) in, as well as:

- (a) any wall coverings, paneling, or other finishing material applied to any wall or ceiling;

- (b) any finishing materials applied to the floors as well as the concrete floors themselves;
- (c) all interior Unit doors, including the frames;
- (d) all built-in or installed appliances and plumbing and electrical fixtures, located within and serving only the Unit;
- (e) all heating, air-conditioning, and ventilating fixtures and components, including the furnace and air-conditioner compressor or unit, serving only the Unit wherever located;
- (f) all utility and service lines, parts, wires, conduits, and components located serving only the Unit;
- (g) all sinks, faucets, toilets, tubs, showers, and other fixtures located within the Unit;
- (h) all kitchen and bathroom cabinets; and,
- (i) all Improvements wherever located on the Condominium Property.

The Unit Owner will also carry insurance on the Limited Common Elements and Unit up to the amount of the Association's Property Insurance deductible for any components of the Unit's Limited Common Elements or Unit (or both) that the Association is insuring, including the perimeter doors and windows. The property insurance carried by the Unit Owner will insure against loss by fire and other hazards and perils now or hereafter embraced by a special form policy with a maximum deductible of \$1,000.00 or other higher amount as the Board may from time to time determine and provide notice of to the Unit Owners. Each Unit Owner may further separately insure the personal contents of their Unit, as well as any other personal property, which they store elsewhere on the Condominium Property.

(2) **Liability Insurance.** Each Unit Owner must also obtain and maintain a liability insurance covering, at a minimum, property damage to the Common Elements or other Unit(s) in an amount of not less than

\$100,000.00, or other amount as the Board may establish from time to time by Rule, arising or relating to the Unit Owner's Unit, including the maintenance, or lack thereof, of the Unit, and any installations or Improvements the Unit Owner is required to maintain under this Declaration. Each Unit Owner must obtain and maintain a liability insurance policy covering personal injury to any person on the Condominium Property caused by or arising from the act or neglect of the Owner or any Occupant of the Owner's Unit in an amount of at least \$100,000.00, or other amount(s) as the Board may establish from time to time by Rule.

(3) **Proof of Insurance.** Each Unit Owner must file a copy of the policy(ies), or other evidence of insurance as the Board may require, with the Association within 30 days of the Owner taking title to the Unit and within 30 days receipt of a written request from the Association.

(C) **Liability Insurance and Other Insurance Coverage.**

(1) The Association will carry a comprehensive policy of liability insurance covering the Common Elements and insuring the Association, the Board of Directors, the Unit Owners, and Occupants against liability for personal injury, disease, illness, or death, and for injury to or destruction of property resulting or arising from, at a minimum: (i) the operation, maintenance, or use of the Common Elements; (ii) lawsuits related to employment contracts in which the Association is a party; and, (iii) hired automobile, non-owner automobile, and off-premises employee claims. The Association's liability insurance will afford protection to a limit of not less than \$2,000,000.00 in respect to personal injury, disease, illness, or death suffered by any one Person, and to the limit of not less than \$2,000,000.00 in respect to any one occurrence, and to the limit of not less than \$2,000,000.00 in respect to damage to or destruction of property arising out of any one accident. All liability insurance will contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner. If the insurance the Association obtains on behalf of the Unit Owners and Occupants against liability for personal injury or property damage arising from or relating to the Common Elements does not, for any reason, fully cover a given liability, the amount of any deficit is a Common Expense to the Unit Owners, and any Unit Owner who has paid all or any portion of the deficiency in an amount exceeding their proportionate share

of the deficit based on the Unit Owner's Ownership Interest has a right of contribution from the other Unit Owners according to their respective Ownership Interests in the Common Elements. The policy will not insure against liability for personal or bodily injury or property damage arising out of or relating to the individual Units.

(2) The Association must obtain and maintain fidelity coverage in accordance with Bylaws Article IX, as well as workers' compensation insurance as required by law.

(3) The Association may further obtain and maintain any other insurance as the Board may determine is in the Association's best interest, including errors and omissions insurance, employment practices liability insurance, cybersecurity insurance, and liability insurance for Board members.

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

ARTICLE XI

DAMAGE AND RESTORATION

(A) Damage and Destruction.

(1) Immediately after the damage or destruction by fire or other casualty to all or any part of the Condominium Property covered by the Association's Property Insurance, as determined by the Board, the Board or its duly authorized agent may proceed with the filing and adjustment of all

claims arising under that insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. The costs may include professional fees and premiums for any bonds as the Board deems necessary. Each Unit Owner is deemed to have delegated, and does delegate on acquisition of any title interest in a Unit, to the Board or its agent, their right to file for and adjust with insurance companies all losses under the Association's Property Insurance policy(ies). In furtherance of this delegation, the Board, and its authorized agents, is and are hereby appointed the attorney-in-fact for all Unit Owners to make proof of loss, to negotiate loss adjustment, and to acknowledge receipt for any sums received on or under any and all of said policies.

(2) In the event any damage to or destruction of the Common Elements renders 50 percent or more of the Units then comprised within the Condominium Property untenable, the Unit Owners may, by the vote of those entitled to exercise not less than 75 percent of the voting power, elect not to repair or restore the damaged part at a meeting that is called within 90 days after the occurrence of the casualty. Upon that election, all of the Condominium Property is subject to an action for sale as on partition at the suit of any Unit Owners. In the event of a sale on partition, or a sale of the Condominium Property after an election, by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of the damage or destruction, is considered one fund and will be distributed to all Unit Owners in proportion to their respective Ownership Interest. No Unit Owner, however, will receive any portion of their share of the proceeds until all liens and encumbrances on their Unit are paid, released, or discharged.

(B) Restoration of Property.

(1) Common Elements. Unless Unit Owners elect not to restore the damaged property as provided for in Declaration Article XI, Paragraph (A)(2), following the occurrence of a casualty for which insurance proceeds are recovered, the Association will repair and reconstruct all damage to or destruction of the Common Elements, including the Limited Common Elements the Association insures, as those Elements existed immediately before the damage or destruction. The Board, however, may provide for the use of new or alternative materials as the Board reasonably determines are in the Association's best interest.

(2) **Units and Improvements.**

(a) **By Association.** Unless Unit Owners elect not to restore the damaged property as provided for in Declaration Article XI, Paragraph (A)(2), following the occurrence of a casualty to portions of a Unit for which the Association receives insurance proceeds, the Association will repair and reconstruct the portions and components of the Unit the Association insures, as those portions and components of the Unit existed immediately before the damage or destruction.

(b) **By Unit Owner.** Unless Unit Owners elect not to restore the damaged property as provided for in Declaration Article XI, Paragraph (A)(2), the Owner of the Unit will restore their Unit, including any Improvement(s), and any other property the Unit Owner is to insure, at the Unit Owner's sole expense, to such minimum standards as the Board may at any time and from time to time, in its sole discretion, establish and must complete the restoration within eight months after the damage or destruction.

(3) **Insufficient Insurance Proceeds.**

(a) **Common Elements.** If the cost of the repair by the Association for the damages or destruction to the Common Elements, including Limited Common Elements the Association is responsible to maintain under Declaration Article VIII, exceeds the amount of the insurance proceeds received, the excess may be provided for either by means of a special assessment levied by the Board against all Unit Owners or by means of an appropriation from the reserve fund or any other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Elements, as the Board so determines. Additional assessments may be made in a like manner at any time during or following the completion of any repair or reconstruction.

(b) **Limited Common Elements and Unit.** If the cost of the repair by the Association for the damages or destruction to the Limited Common Elements the Unit Owner is responsible to maintain under Declaration Article VIII or a given Unit that the

Association insures, in whole or in part, exceeds the amount of the insurance proceeds the Association receives, the Association will assess the Owner of the affected Unit or Limited Common Elements to cover the difference. Additional assessments may be made in a like manner at any time during or following the completion of any repair or reconstruction.

(c) **Multiple Portions of the Condominium Property.** If a single loss affects multiple portions of the Condominium Property, for example, one or more Units and the Common Elements, the repair costs and expenses not paid for by the insurance proceeds will be allocated as provided for in Declaration Article X, Paragraph (A)(6).

(4) **Excess Insurance Proceeds.** If the cost of repairs to any part of the Condominium Property the Association insures is less than the amount of the insurance proceeds, the Association will retain the excess and place it in the reserve maintenance fund or any other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Elements.

ARTICLE XII

EASEMENTS

(A) **Encroachments.** In the event that, by reason of the construction, repair, restoration, settlement, or shifting of the Buildings, or by reason of the partial or total destruction and rebuilding of the Buildings, any part of the Common Elements presently encroaches or hereafter encroaches upon any part of a Unit, or any part of a Unit presently encroaches or hereafter encroaches upon any part of the Common Elements, or, if by reason of the design or construction of utility systems, any main pipes, ducts, or conduits serving either any other Unit or more than one Unit presently encroaches or hereafter encroaches upon any part of any Unit, valid easements for the maintenance of the encroachment and for the use of the adjoining space(s) are hereby established and exist for the benefit of the Unit and the Common Elements, as the case may be. However, in no event will a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Common Elements if the encroachment occurred due to the willful or negligent conduct of the

Unit Owner.

(B) **Maintenance Easements.** Each Unit is subject to easements in favor of the Association in and over the Units and Limited Common Elements for access arising from necessity of maintenance or operation of the Buildings. Each Unit Owner has the permanent right and easement to and through the Common Elements for the use of steam heat, water, sewer, power, television antenna and other telecommunications systems (subject to the limitations in this Declaration), and other utilities now or in the future for the Unit. The Association further has an easement and right of access to, within, and through every Unit for inspection and determination that the Unit and Unit Owner are in compliance with the covenants, restrictions, and rules in this Declaration, the Bylaws, and the Rules.

(C) **Easements for Certain Purposes.** The Association may grant easements on behalf of the Unit Owners 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, telephone and telecommunications wires and equipment, ducts, public utility lines, and electrical conduits and wires over, along, within, or through any portion of the Common Elements, or interior or perimeter walls, ceilings, and floors. However, no utility easement will be granted within the boundaries of any Unit or any Limited Common Elements, except within or through interior or perimeter walls, ceiling, or floors. Further, a condition to the use and enjoyment of any utility easement, and the grantee of the easement does by the acceptance and use thereof covenant and agree, that the grantee of the easement must restore the Condominium Property to the condition in that it existed prior to the grantee's use of the easement. Each Unit Owner hereby grants and the transfer of title to a Unit Owner is deemed to grant to the Association an irrevocable power of attorney to execute, acknowledge, and record, for and in the name of the Unit Owner, such instruments as may be necessary to effectuate the foregoing.

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

(E) **Reference to Easements in Deeds.** Failure to refer specifically to any or all of the easements or rights described in this Declaration, in any deed of

conveyance, or in any mortgage or trust deed or other evidence of obligation will not defeat or fail to reserve said rights or easements but same is deemed conveyed or encumbered along with the Unit.

(F) **Damage Resulting From Exercise of Easements.** All damage caused to the Condominium Property or the property of any Unit Owner as a result of any act or work performed in accordance with the authority granted or reserved in this Declaration Article XII, or as a result of the use of any easement granted or reserved in this Declaration, must be repaired, replaced, or corrected promptly by the person performing the act or work by the grantee or holder of the easement being exercised, at the cost and expense of that person so that any Condominium Property or other property so damaged will be restored (or replaced) to the condition in which it existed immediately prior to the damage.

(G) **Power of Attorney.** Each Unit Owner, by acceptance of a deed to a Unit, appoints the President of the Association, their attorney-in-fact, to execute, deliver, acknowledge, and record for and in the name of the Unit Owner, any deeds of easements, licenses, permits, and other instruments as may be necessary or desirable, in the sole discretion of the Board, or its authorized representative, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of each and every Unit Owner, the Association, and real estate to which it is applicable, runs with the land, or coupled with interest and is irrevocable.

ARTICLE XIII

CONDEMNATION

(A) **Standing.** Except as provided below, the Association, or its designated representative, or authorized successor as trustee, will represent the Unit Owners in any condemnation or eminent domain proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and has the sole and exclusive right to settle losses with the condemning authority and to receive the award or proceeds of settlement, for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. Notwithstanding the foregoing, a Unit Owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit Owner resulting from a taking under the power of eminent domain, such

as for relocation and moving expenses, loss of favorable mortgage terms, and other individual incidental or consequential losses the Unit Owner may incur or sustain. The Unit Owner's pursuit of an individual claim, or the realization of an award for a claim, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, any other Unit Owner, or the direct loss with respect to the Unit itself, or with regard to the usability of the Unit, nor diminishes any award for any loss.

(B) **Use of Proceeds.** The award or proceeds of settlement in any actual or threatened condemnation or eminent domain proceedings after reduction by the costs, if any, incurred by obtaining the same, will be applied first to the cost of restoring or replacing all damaged or taken improvements on the remaining Condominium Property in accordance with the Drawings; however, the Board may provide for the use of new or alternative materials as the Board reasonably determines are in the Association's best interest, or alter or improve the Condominium Property in accordance with any new plans and specifications approved by Unit Owners exercising at least a majority of the Association's voting power.

(C) **Insufficient Proceeds; Excess Proceeds.** If the award or proceeds are insufficient for the purpose set forth in Declaration Article XIII, Paragraph (B), the Association will pay the excess cost and, to the extent funds of the Association are insufficient, therefore, in the judgment of the Board, the excess cost is a Common Expense and assessed among the Units. Except as provided below, the balance of any award or proceeds of settlement, if there is an excess, will be allocated, in proportion to the Ownership Interests or to the reserves, as the Board so decides. No Unit Owner, however, will receive any portion of their share of the proceeds until all liens and encumbrances on their Unit have been paid, released, or discharged.

(D) **Non-Restorable Unit.** Notwithstanding the foregoing, in the event that as a result of any taking, and consequent restoration or replacement, any Unit cannot reasonably be restored to a condition comparable to that which existed prior to the taking, or cannot be replaced; prior to the allocation and disbursement of any sum to any other Unit Owner or their or its mortgagees, there will be allocated and disbursed from the award to the Unit Owner or its respective first mortgagee, as their interests may appear, an amount equal to the fair market value of the Unit that cannot be restored or replaced. Thereupon, the Unit or Units, and the Owners thereof, will be immediately and automatically divested of any interest in the

Condominium, the Condominium Property, and the Association, including divestment of an undivided interest, voting membership in the Association, and liability for Common Expenses. To illustrate, upon a Unit being divested from the Condominium, (a) the voting right of that Unit will be allocated among all other Units in proportion to their respective Ownership Interests, and (b) the Ownership Interest of that Unit will be reallocated among all other Units in the proportion of their relative Ownership Interest prior to the taking.

(E) **Power of Attorney.** Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, or authorized successor, as their attorney-in-fact to represent that Unit Owner, settle losses, receive and utilize the award or proceeds of settlement, and to do all things necessary or desirable for the attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Declaration Article XIII with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit Owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

ARTICLE XIV

REMEDIES FOR VIOLATIONS

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

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

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

(3) To suspend a Unit Owner's (including any Occupant(s), tenant(s), or resident(s) of the Unit) use of the Common Element, including the Recreational Facilities, or benefit of Association services; and,

(4) To promulgate Rules to effect and to cause the effectuation of reasonable sanctions, including the imposition of reasonable enforcement Assessments, as may be further defined in the Rules or Chapter 5311, payable to the Association after notice and a reasonable opportunity to request a hearing (and if so requested, to be actually heard) is provided;

all as may be deemed necessary or proper to secure and compel compliance with the Declaration, Bylaws, or Rules, as well as to deter continued non-compliance with the Declaration, Bylaws, or Rules.

(B) **Involuntary Sale.** If any Unit Owner (either by their own conduct or by the conduct of any Occupant(s), tenant(s), guest(s), or employee(s) of their Unit) violates any of the covenants or restrictions or provisions of the general law, this Declaration, the Bylaws, or the Rules, and the violation continues for three days after notice in writing from the Association, or occurs repeatedly during any twelve month period after written notice or request from the Association to cure the violation, then the Board has the power, upon ten days prior written notice, to terminate the rights of said defaulting Unit Owner or Occupant to continue as a Unit Owner or Occupant and to continue to occupy, use, or control their Unit. At any time after the notice, the Association may file an action against the defaulting Unit Owner for a decree of mandatory injunction against the Unit Owner or Occupant subject to the prior consent in writing, of any Mortgagee, on the books of the Association, having an interest in the ownership of the defaulting Unit Owner, which consent will not be unreasonably withheld. In the alternative, the action may pray for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use, or control the Unit owned by them and ordering that all the right, title, and interest of the Unit Owner be sold (subject to liens or encumbrances thereon) at a judicial sale upon such notice and terms as the Court may establish. The Court will enjoin and restrain the defaulting Unit Owner from reacquiring directly or indirectly their interest at the judicial sale. The proceeds of any judicial sale will be distributed first to pay the costs of said sale, mortgages of record according to their priority, then liens of record, according to their priority.

reasonable attorneys' fees of the Association, real estate taxes, and Assessments and all other expenses of the proceedings, and all those items will be charged against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of the charges and any unpaid Assessments hereunder or any liens, will be paid to the Unit Owner. Upon the confirmation of the sale, the purchaser is entitled to an instrument of conveyance as may be provided by Court order, and to immediate possession of the Unit sold and may apply to the Court for a writ for the purpose of acquiring possession and it will be a condition of any sale, and the decree will so provide that the purchaser takes the interest in the property sold subject to this Declaration.

(C) **Cost of Enforcement.** If any Unit Owner (either by their own conduct or by the conduct of any Occupant(s), tenant(s), resident(s), guest(s), or employee(s) of their Unit) violates any provisions in this Declaration, the Bylaws, or the Rules, said Unit Owner will pay to the Association, in addition to any other sums due, including all costs of repair or removal and any enforcement Assessments, all costs and expenses incurred by the Association in connection with the enforcement of said provision or Rule, including reasonable attorneys' fees and court costs. The costs and expenses will be charged as an Assessment against the Unit Owner's Unit. The Association, in addition to all other remedies available, has the right to place a lien upon the estate or interest of the Unit Owner for all costs and charges provided for in this Paragraph as further explained and set forth in Declaration Article IX.

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

(E) **Eviction by Association.** The Association may initiate eviction proceedings, in accordance with Chapters 5321 and 1923 of the Revised Code as well as any applicable City codes or regulations, to evict a tenant for a violation of any Rule or Declaration or Bylaws' restriction or covenant. The Association will bring the action, as the Unit Owner's agent, in the name of the Unit Owner. In addition to any

procedures required by Chapters 5321 and 1923 of the Revised Code, the Association will give the Unit Owner at least ten days prior, written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, will be charged to the Unit Owner and is the subject of a special assessment against the offending Unit and made a lien against that Unit.

(F) Procedure for Charges for Damages and Enforcement Assessments.

(1) **Initial Notice.** Prior to imposing a charge for damages or an enforcement Assessment, the Board will send the Unit Owner a written notice, which may be in the form of electronic mail to an electronic mail address previously provided by the owner in writing notice, that includes:

(a) A description of the property damage or violation;

(b) The amount of the proposed charge or enforcement Assessment;

(c) A statement that the Unit Owner has a right to a hearing before the Board to contest the proposed charge or enforcement Assessment;

(d) The procedure the Unit Owner must follow to request a hearing; and,

(e) If applicable, a reasonable date as determined by the Board by which the Unit Owner must cure the violation to avoid the proposed charge or enforcement Assessment.

(2) **Hearing.**

(a) To request a hearing, the Unit Owner must deliver a written notice to the Board not later than the tenth day after receiving the notice required by Article XIV, Paragraph (F)(1) above. If the Unit Owner fails to submit a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement Assessment.

(b) If the Unit Owner properly and timely requests a hearing, at least seven days prior to the hearing the Board will provide the Unit Owner with a written notice that includes the date, time, and location of the hearing as reasonably set by the Board. The Board will not levy a charge or enforcement Assessment before holding the requested hearing; though the Board may proceed with the hearing if the Unit Owner does not appear as directed in the hearing notice.

(c) Within 30 days following a hearing, the Association will send written notice of the charge or enforcement Assessment to the Unit Owner.

ARTICLE XV

AMENDMENT OF THE DECLARATION, BYLAWS, AND DRAWINGS

(A) In General. Except as provided for in Chapter 5311 and Paragraph (B) below, this Declaration and the Bylaws may be amended upon the filing for record with the Lorain County Recorder of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument must have been duly consented to by the Unit Owners, either in writing or by a vote taken at a duly noticed and conducted Association meeting, entitled to exercise at least 75 percent of the Association's total voting power. The amendment must be executed by the Association's President and Secretary with the same formalities as this instrument and must refer to the volume and page in which this instrument and its attached exhibits are recorded. Any amendment becomes effective upon the recordation of the amendment in the Lorain County Recorder. However, no amendment may be made to the Ownership Interests set forth in Exhibit D without the prior unanimous approval of all Unit Owners and their respective Mortgagees.

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

(C) Limitation on Unit Owner Challenge. Any Unit Owner who is aggrieved by an amendment to the Declaration made under Declaration Article XV, Paragraph (A) above or that the Board makes under Declaration Article XV,

Paragraph (B) above may commence a declaratory judgment action to have the amendment declared invalid; however, that any legal action must be filed in the Lorain County Court of Common Pleas within one year from the date of the recordation of the amendment with the Lorain County Recorder.

(D) **Mortgagee Consent.** Notwithstanding anything to the contrary in Declaration Article XV, Paragraph (A) above, the consent of at least 51 percent of the first Mortgagees is required for any amendment of a material adverse nature to the first Mortgagees, any amendment to terminate the legal status of the Condominium, or any other amendment for which Mortgagee consent is required to meet the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration, or similar or successor institutions. A Mortgagee who receives a written request to approve an amendment by regular U.S. mail and who does not deliver to the requesting party a negative response within 60 days after the sending of the request, is deemed to have approved the amendment. If less than 51 percent of the first Mortgagees consent to a given amendment, the amendment is valid among the Unit Owners, but the rights of any non-consenting Mortgagee will not be adversely affected or impaired.

ARTICLE XVI

TRANSFER OF UNITS AND CONTACT INFORMATION

(A) **Transfer of Unit Requirements.** The Association does not have a right of first refusal with respect to the purchase or any other conveyance, whether by gift, involuntary sale, or otherwise, of a Unit. However, within 48 hours of a Unit Owner listing their Unit for sale with any realtor or with any listing service, the Unit Owner must notify the Board the Unit is for sale. Further, to protect the value of the Units as a whole, prior to the transfer of title to a Unit, the Unit Owner of the Unit must notify the Association of the pending transfer at least five business days before the title transfer. If the Unit Owner notifies the Association of a pending transfer with less than five business days' prior notice, the Association may assess a surcharge fee to expedite the handling of any transfer or related paperwork request. In addition, as part of any Unit conveyance, the Unit Owner must submit to the Association:

(1) payment in full to the Association of all outstanding Assessments and other charges levied against the Unit and that are due or become due up until the date of transfer of the Unit;

(2) a written verification that the new Unit Owner has received a set of governing documents, including the Declaration, Bylaws, and Rules (a set of such documents may be obtained from the Association for a reasonable charge); and,

(3) the new Unit Owner's name, home address, electronic mail address, home and business mailing addresses, and the home, mobile, and business telephone numbers of the Unit Owner and all Occupants of the Unit as well as the name, business address, and business telephone number of any person who manages the Unit Owner's Unit as an agent of that Unit Owner.

The transfer of title to a Unit is conditioned on the prior compliance with the above requirements. But, the above requirements do not apply to a transfer of title: (a) from the sheriff as part of a foreclosure sale; (b) to a Mortgagee as a deed in lieu; (c) to a trust for the existing Unit Owner; or, (d) to the children, parents, or siblings, whether by blood, marriage, or adoption, or spouse of the Unit Owner. The Board may adopt and enforce Rules and definitions in furtherance, but not in contradiction, of the above provisions, including rules to address and eliminate attempts to circumvent the meaning or intent of this Article XVI.

(B) **Contact Information.** Within 30 days after a change in any information stipulated in Declaration Article XVI, Paragraph (A)(3), a Unit Owner must notify the Association, in writing, of the change. When the Board requests, a Unit Owner must verify or update the information. Contact information provided by Unit Owners to the Association is confidential and the Association will not distribute or otherwise share any of the contact information received from Unit Owners to any Person, except as needed in accordance with the Association's maintenance, operation, and administration of the Condominium Property or the Association itself, and as required by law. Nothing in this Declaration Article XVI prevents or prohibits the Association, through the Board, from purchasing a Unit, provided the requirements set forth in the Bylaws are met.

ARTICLE XVII

NOTICES TO LENDING INSTITUTIONS

In addition to the Mortgagee consent provided for in Declaration Article XV, Paragraph (D), and upon written request to the Association, any Mortgagee is entitled to written notice, by regular first class mail or electronic mail, from the Association of any proposed amendment to the Declaration or Bylaws as provided for or required by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration, or similar or successor institutions. Any Mortgagee is also entitled to notice of:

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

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

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

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

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

ARTICLE XVIII

GENERAL PROVISIONS

(A) **Notices, and Other Communications and Actions.**

(1) **Service of Notices on the Board and Association.** Notices required to be given to the Board or Association must be delivered personally

or by regular U.S. mail, with postage prepaid, to the Board President, to any two other Board members, to the Association at the address of the Condominium Property, to the Association's manager or management company, if any, or to any other address as the Board may designate by a written notice to the Unit Owners.

(2) **Service of Notices on Unit Owners.** Unless otherwise expressly provided for in this Declaration or the Bylaws, any notice required or permitted by the Declaration or Bylaws to any Unit Owner will be in writing and is deemed effectively given when the notice is (a) personally delivered to the Unit Owner, (b) placed under or attached to the front or main entry door of the Unit Owner's Unit, (c) sent by regular U.S. mail, first-class postage prepaid, to the Unit Owner's Unit address or to another address the Unit owner designates in writing to the Board, or (d) delivered in accordance with Article XVIII, Paragraph (A)(3) below. If there is more than one person owning a single Unit, a notice given to any one of those several persons is deemed to have been given personally to all of the persons owning an interest in the Unit. If sent by regular U.S. mail, the notice will be addressed to the Unit Owners at their respective last known address(es) as they appear on the Association records.

(3) **New Communication Technologies.**

(a) Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted or approved by the Board, as well as by Ohio and Federal law, now or in the future, in addition to the methods described in Article XVIII, Paragraphs (A)(1) and (A)(2) above, the following may be accomplished using electronic mail or other Authorized Communications Equipment available at that time that is a generally accepted business practice:

(i) any notice required in the Declaration or Bylaws to be sent or received;

(ii) any signature, vote, consent, or approval required to be obtained; and,

(iii) any payment required to be made by the Declaration or Bylaws.

(b) The use of electronic mail or other Authorized Communications Equipment is further subject to the following:

(i) The Association may use electronic mail or other Authorized Communications Equipment to send any required notice only to Unit Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other Authorized Communications Equipment. Any Unit Owner who has not given the Association written consent to use of electronic mail or other Authorized Communications Equipment will receive notices, including any notice of delinquency of any payment due, in accordance with Article XVIII, Paragraphs (A)(2)(a) through (c) above.

(ii) For voting on the election of Board members, if and to the extent provided for in the Bylaws, the Association may provide for voting by electronic mail or other Authorized Communications Equipment or means. However, if the Association cannot guarantee the anonymity of a Unit Owner's vote, the Association must provide the Unit Owner with the option of casting an anonymous printed ballot.

(iii) An electronic mail or transmission by other Authorized Communications Equipment to a Unit Owner is not considered delivered and effective if the Association's transmission to the Unit Owner fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Unit Owner becomes known to the person responsible for sending the transmission. If the transmission is not delivered or effective, the Association will deliver the notice or other communication to the Unit Owner in accordance with Article XVIII, Paragraphs (A)(2)(a) through (c) above.

(B) Copies of Notices to Mortgagees. Upon written request to the Board, including the name and address of the mortgagee and the Unit(s) on which it holds, insures, or guarantees the mortgage, the holder of any duly recorded mortgage on any Ownership Interest or interest therein, will be given a copy of any and all notices

permitted or required by this Declaration to be given to the Unit Owner(s) whose Ownership Interest or interest therein is subject to the mortgage.

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

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

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

(F) **Non-Waiver of Covenants.** No covenants, conditions, or restrictions, obligations or provisions contained in this Declaration, the Bylaws, or the Rules are deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

(G) **Headings.** The heading each Article and paragraph is inserted only as a matter of convenience and for reference and in no way defines, limits, or describes the scope or intent of this Declaration, nor in any way affects this Declaration.

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

(I) **Covenants to Run with the Land.** Each grantee by the acceptance of a deed of conveyance, accepts the same, subject to all restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed are deemed and taken to be covenants running with the Land and bind grantee, their successors and assigns, and any Unit Owner, Occupant,

purchaser, lessee, Mortgagee, or other Person having, at any time any interest or estate in said Land and inure to the benefit of the Unit Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

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

(1) The word “will” indicates a mandatory obligation to do or not do a given action; the word “will” meaning the same as “must,” “shall,” or “is required to,” unless specifically provided for otherwise in the context it is used.

(2) The words “they,” “their,” “them,” and the like are used as both plural and singular pronouns, which include and encompass the singular “he,” “she,” “his,” “her,” “him,” and the like.

(3) The words “include,” “includes,” and “including” mean “including, but not limited to,” “including, without limitation,” and any other variation of those phrases.

(K) **Scrivener’s Corrections.** Scrivener, being the writer of this Declaration and the attached Bylaws, reserves the right to make corrections or changes in this Declaration and any of the Exhibits attached to this Declaration, including the attached Bylaws, that arise due to typographical mistakes or Scrivener errors. Said changes may be made by Scrivener despite the fact that Scrivener does not own any interest in any Unit, but may only be done if said changes do not materially affect any Owner’s rights or interests. Said changes must otherwise be in accordance with Declaration Article XV.

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