

**Declaration-CC&Rs**  
**Baywood Estates Condominium Association**

Order: GK36975P4  
Address: 3268 Richmond Road 3268  
Order Date: 01-02-2019  
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# BAYWOOD ESTATES

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CONDOMINIUMS



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RECORDER NOTE:  
FOR MAPS ACCOMPANYING THIS DECLARATION AND  
BY-LAWS SEE VOL. 51 PAGES 97 TO 99  
INCLUSIVE OF CONDOMINIUM MAP RECORDS. 09

*J. F. [unclear]*  
*W. E. [unclear]*  
COUNTY AUDITOR  
COUNTY AUDITOR

172<sup>00</sup> +  
561<sup>60</sup> PLAT

1089351

BAYWOOD ESTATES CONDOMINIUMS

CUYAHOGA COUNTY

STATE OF OHIO

733<sup>60</sup>

DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Declaration, together with Drawings and Bylaws attached thereto as Exhibits, have been filed in the Office of the County Auditor, Cuyahoga County, Ohio.

Date: October 5, 1984

*Deputy*  
CUYAHOGA COUNTY AUDITOR  
By *[Signature]*

This Instrument Prepared By:

Boukalik & Linden  
Attorneys at Law  
500 National City Bank Bldg.  
Cleveland, Ohio 44114  
(216) 621-0590

RECORDED THIS DATE  
BENNY BONANNO  
CUYAHOGA CITY RECORDER  
Oct 5 4 01 PM '84  
COUNTY RECORDER

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DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

BAYWOOD ESTATES CONDOMINIUMS

THIS DECLARATION is made and entered into this 12th day of OCTOBER, 1954, by CONDOMINIUM CONCEPTS, INC., an Ohio Corporation (herein referred to as "Declarant"), for the purpose of submitting certain property to condominium use and ownership in accordance with the provisions of the "Act" (herein defined).

WHEREAS, Declarant is the owner in fee simple of Parcel No. 1 (herein defined) and desires to submit to the provisions of the Act the Condominium Property (herein defined), of which Parcel No. 1 is a part; and

WHEREAS, Declarant is the owner in fee simple of the Adjacent Parcel (herein defined) and desires to reserve the right to provide for the future submission to the provisions of the Act all or a part of the Adjacent Parcel, together with the Additional Residential Buildings (herein defined) and all other structures, improvements and facilities that hereafter may be constructed or installed on all or part of the Adjacent Parcel.

NOW, THEREFORE, Declarant hereby declares:

ARTICLE I  
DEFINITIONS

The terms defined in this Article I (except as herein otherwise expressly provided or unless the context otherwise requires), for all purposes of this Declaration, the Bylaws and the Drawings and any amendments thereto, shall have the respective meanings hereinafter set forth:

1.1 "Act" means the Ohio Condominium Act as contained in Ohio Revised Code Chapter 5311, as the same may be amended or supplemented from time to time.

1.2 "Additional Condominium Property" means the Adjacent Parcel, the Additional Residential Buildings, and all other structures, improvements and facilities that may hereafter be constructed or installed on the Adjacent Parcel, all easements, rights and appurtenances thereto belonging, and all articles of personal property that may be owned by Declarant and may be located on the Adjacent Parcel for the common use of the Unit Owners.



1.3 "Additional Drawings" means the drawings that shall accompany any amendment of this Declaration pursuant to which the Additional Condominium Property may be submitted to the provisions of the Act.

1.4 "Additional Residential Buildings" means that part of the Additional Condominium Property which will consist of such additional residential buildings as may be constructed on the Adjacent Parcel pursuant to the provisions of Article XIX hereof.

1.5 "Adjacent Parcel" means that part of the Additional Condominium Property consisting of land described in "Exhibit "B" hereof.

1.6 "Assessments" means regular and special assessments charged proportionately against all Units for common purposes.

1.7 "Association" means Baywood Estates Condominium Association, a non-profit corporation to be formed under Chapter 1702 of the Ohio Revised Code, which shall be a unit owners' association as defined in Section 5311.01(L) of the Act.

1.8 "Board" means the Board of Managers of the Association as the same may be constituted from time to time.

1.9 "Bylaws" means the Bylaws of the Association, attached hereto as Exhibit "C" and made a part hereof.

1.10 "Common Areas and Facilities" means all parts of the Condominium Property except the Units.

1.11 "Common Expenses" means all costs, expenses and charges which the Association may charge against a Unit or a Unit Owner as Assessments pursuant to this Declaration, the Bylaws or the Act.

1.12 "Common Profits" means the amount by which the total income received by the Association from any rental, fee, charge or other receipt (excluding Assessments) exceeds the expenses allocable to such income.

1.13 "Condominium Ownership Interest" means a fee simple estate in a Unit, together with its appurtenant undivided interest in the Common Areas and Facilities.

1.14 "Condominium Property" means Parcel No. 1, the Residential Buildings, all other structures, improvements and facilities that have been or may hereafter be constructed or installed on Parcel No. 1, all easements, rights and appurtenances thereunto belonging, and all articles of

personal property owned by Declarant or the Association and now or hereafter located on Parcel No. 1 for the common use of the Unit Owners, provided, however, that if Declarant submits the Additional Condominium Property to the provisions of the Act by amending this Declaration, the references herein to Condominium Property shall include the Additional Condominium Property.

1.15 "Condominium Roadway" means the paved roadway over the land as described in Exhibit "I" hereof which roadway runs parallel with Richmond Road on the easterly side of the Condominium Property and which roadway provides a means of access for ingress and egress between the Condominium Property and Richmond Road, a duly dedicated street.

1.16 "Declaration" means this instrument and all of the Exhibits hereto, as originally executed, or, if amended, as so amended, by which the Condominium Property is submitted to the provisions of Chapter 5311 of the Act.

1.17 "Drawings" means the drawings prepared and certified by Keeva J. Kekst, Registered Architects and Elewski & Associates, Inc., Civil Engineer & Surveyor in accordance with Section 5311.07 of the Act, which Drawings are marked and identified as Exhibit "D", provided, however, that if the Additional Condominium Property is submitted to the provisions of the Act by amending this Declaration, the reference herein to Drawings shall include the Additional Drawings.

1.18 "Limited Common Areas and Facilities" means the Common Areas and Facilities reserved for the use of a certain Unit to the exclusion of all other Units.

1.19 "Occupant" means the natural person or persons in possession of a Unit.

1.20 "Parcel No. 1" means the land described in Exhibit "A" hereof.

1.21 "Residential Buildings" means that part of the Condominium Property consisting of the five (5) unit Residential Building and identified in the Drawings as Building No. 2 and the seven (7) unit Residential Building identified in the Drawings as Building No. 3 constructed on Parcel No. 1, provided, however, that if the Additional Condominium Property is submitted to the provisions of the Act by amending this Declaration, the references herein to Residential Buildings shall include the Additional Residential Buildings.

1.22 "Rules" means such rules or regulations as the Association periodically may adopt relative to the use of all or any part of the Condominium Property.

1.23 "Special Charges" means all costs, expenses and charges (excluding Assessments) which the Association shall charge against a Unit or a Unit Owner pursuant to this Declaration, the Bylaws or the Act.

1.24 "Unit" means that part of the Condominium Property designated in Article VI hereof and delineated on the Drawings, provided, however, that if Declarant submits the Additional Condominium Property to the provisions of the Act by amending this Declaration, the references herein to "Unit" shall include each Unit comprised as part of the Additional Condominium Property.

1.25 "Unit Owner" means a person or persons natural or artificial, owning the fee simple estate in a Unit, together with its appurtenant undivided interest in the Common Areas and Facilities.

ARTICLE II  
SUBMISSION TO CONDOMINIUM STATUTES

Declarant hereby submits the Condominium Property to the provisions of the Act.

ARTICLE III  
NAME OF CONDOMINIUM PROPERTY

The Condominium Property shall be known as BAYWOOD ESTATES CONDOMINIUMS.

ARTICLE IV  
PURPOSE AND RESTRICTIONS AFFECTING THE PROPERTY

4.1 The Condominium Property (the purpose of which is to effect a plan for home ownership pursuant to the Act) consists of five (5) Units in a U-shaped Building designated in the Drawings as Building No. 2 and seven (7) Units in a U-shaped Building designated in the Drawings as Building No. 3, each as designated and delineated in Article VI of this Declaration and in the Drawings, each of which constitutes a single freehold estate and each of which has an undivided interest in the Common Areas and Facilities appurtenant to it and each of which units has exclusive use of the Limited Common Areas accessory thereto as defined herein. The dimensions, layout, designation, location and approximate area of the Common Areas and Facilities, Limited Common Areas and the Units, and the number of rooms contained within each Unit, are shown graphically on the Drawings.

4.2 The use of the Condominium Property is subject to the following restrictions:

- (a) Each Unit shall be used and occupied solely as a single family residence and for no other purpose. No part of the Condominium Property shall be utilized as a commercial facility nor shall any trade, business, occupation or profession be conducted therein.
- (b) No part of the Condominium Property shall be occupied in a manner which will result in the cancellation of or in the increase of the rate of any insurance policy maintained in respect of the Condominium Property or which would be in violation of any law or regulation of governmental authority. No waste shall be committed in the Common Areas and Facilities.
- (c) No noxious or offensive activity shall be carried on in any Unit or in the Common Areas and Facilities, nor shall any other activity be permitted therein which shall result in annoyance or nuisance to the Unit Owners or the Occupants of other Units.
- (d) The Common Areas and Facilities shall at all times be kept unobstructed and free and clear of all rubbish, debris and other unsightly materials.
- (e) No change, alteration, construction or decoration of any kind shall be permitted in the Common Areas and Facilities unless done pursuant to prior written approval of the Association.
- (f) No signs, windows displays, advertising devices, lights or related materials of any kind shall be permitted upon the Condominium Property, except as shall be permitted by the written consent of the Association, or as shall be installed by Declarant in connection with its sale of the Units comprised as part of the Condominium Property.

- (g) The Common Areas and Facilities shall be used in conformity with the Rules.
- (h) No Unit Owner or Occupant shall cause or permit anything except drapes or curtains to be hung or displayed on the outside or inside of the windows or placed on the outside walls of the Residential Buildings, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roofs or any part thereof, without the prior consent of the Association.
- (i) No animals or birds of any kind shall be raised, bred or kept in any Unit or in the Common Areas and Facilities, except as may be permitted by express provision in the Rules and subject to such Special Charges as the Associations may impose, provided, however, that in no event shall any such activity be permitted for commercial purposes, and provided further that any such pet causing or creating a nuisance or disturbance shall be permanently removed from the Condominium Property upon three (3) days' written notice from the Association.
- (j) Nothing shall be done in any Unit or in, on or to the Common Areas and Facilities which will impair the structural integrity of the Residential Buildings.
- (k) Nothing shall be altered, added or constructed in or removed from the Common Areas and Facilities except with the prior written consent of the Association.
- (l) The Units shall not be rented by the respective Unit Owners thereof for transient or hotel purposes, which shall be defined as (i) rental for any period less than three months, or (ii) any rental if the Occupants of the Units are provided customary hotel service, such as room service for food and beverage, maid service, or the furnishing of laundry and linen and bellboy service. Other than the foregoing obligations, the Unit Owners of

the respective Units shall have the absolute right to lease the same, provided that said lease (a) is made subject to the covenants and restrictions in this Declaration, the Bylaws and the Rules, and (b) shall require the lessee to deposit with the Association such amount as the Association shall consider appropriate as a security to provide funds for repairs and to assure compliance with this Declaration, the Bylaws and the Rules.

- (m) During the period in which sales of Units by the Declarant or its agents are in process, Declarant may occupy or grant permission to any person or entity to occupy, with or without rental, as determined by Declarant, one or more Units and such portions of the Common Areas and Facilities as Declarant considers necessary, for business or promotional purposes, including clerical activities, sales offices and model Units for display and the like.
- (n) Any unenclosed parking area(s) (being those parking areas other than the parking spaces in the garages) shall only be used for the periodic parking of automobiles and not for the parking of any other kind of vehicle nor for the storage of any automobile or other vehicle. Any automobile (other than an automobile periodically parked, as permitted herein), vehicle or other item occupying such a space (or any portion thereof) may be removed and/or stored at the sole expense of the Unit Owner who shall have caused or permitted an improper use of said unenclosed parking area(s).
- (o) Each Limited Common Area and Facility shall be subject to such additional restrictions as may be set forth in the Rules.

ARTICLE V  
GENERAL DESCRIPTION OF PROPERTY

5.1 The Condominium Property is principally comprised of two U-shaped buildings one containing five (5) single family residences and identified on the Drawings as Building No. 2 and one containing seven (7) single family residences and identified on the Drawings as Building No. 3. The addresses, types of Units, square footages of each unit and a description of the Units are set forth in Exhibit "E" attached hereto.

All buildings are constructed principally of wood and block and the foundation is constructed principally of block, brick, and concrete. The driveways, patios and walkways are constructed principally of concrete.

ARTICLE VI  
DESCRIPTION OF UNIT

6.1 Subject to the provisions of Article VII hereof, each Unit consists of the following parts of the Condominium Property (said parts being herein referred to as the Unit Components): the space bounded by and comprised within the horizontal and vertical planes formed by the respective interior undecorated surfaces of its perimeter floors, ceilings and walls appertaining to such Unit including the attached garages (projected through any windows, doorways, pipes, ducts, wires or conduits or structural divisions, such as interior walls or partitions which intervene, as necessary to form a complete enclosure of space with respect to such Unit), the doors and windows (including doors and windows in the perimeter walls of each Unit), together with all built-in equipment, such as appliances and fixtures, and further together with that portion of the utility systems for water and sewer as are located wholly within and servicing solely that Unit to which the same are appurtenant, and further together with the finished surfaces consisting of the paint, varnish, wallpaper, carpeting and the like applied to the undecorated surfaces of the perimeter and interior floors, ceilings and walls.

6.2 No Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into tracts or parcels smaller than the whole Unit as shown on the Drawings.

6.3 Each Unit Owner shall be entitled to the exclusive ownership and possession of his Unit, and to the ownership of an undivided interest in the Common Areas and Facilities in the percentage designated in Exhibit "E".

ARTICLE VII  
COMMON AREAS AND FACILITIES

7.1 That part of the Condominium Property which comprises the Common Areas and Facilities consist of the following:

- (a) The land comprising Parcel No. 1, foundations, supports, supporting walls, roofs, gutters,

downspouts, and all other structural parts of the Residential Building, together with that portion of all utility lines, wires, pipes and conduits, for water, electricity, power and sewer services which connect each Unit with the main service lines providing such utility services, and all apparatus and all installations to be used in common, together with all unenclosed parking area(s), driveways and walkways, (except as set forth in Article VII) and further together with all parts of the Condominium Property which are necessary or convenient to the existence, maintenance and safety of the Condominium Property, all replacements of any of the foregoing and all other parts of the Condominium Property which have not been designated or delineated as part of the Units in this Declaration or in the Drawings.

(b) Any Units that may be owned by the Association.

7.2 The Limited Common Areas and Facilities consist of those areas and facilities to which a Unit owner has exclusive use thereof in accordance with this Declaration, the Bylaws, the Condominium Drawings and the Rules and include:

- (a) The Driveway accessory to each unit.
- (b) The walkways connecting from the driveway to each unit and/or connecting from The Condominium Roadway to each Unit.
- (c) The patios accessory to each unit.
- (d) The attic storage space above the attached garage of each Unit.

7.3 The Common Areas and Facilities comprise, in the aggregate, a single freehold estate owned by the Unit Owners as tenants in common as to which the respective percentages of interest therein appertaining to each of the Units referred to in Section 4.1 hereof are set forth in Exhibit "E". Said percentages of interest, as shown in Exhibit "E", were computed based on the square footage of each such Unit. Except as permitted in Article XIX hereof, the percentages of interest, as set forth in Exhibit "E", cannot be altered or amended except by an amendment to this Declaration unanimously approved by all the Unit Owners affected. The undivided interest in the Common Areas and Facilities shall not be separated from the Unit to which said interest is appurtenant, and said interest shall be



automatically conveyed, encumbered or leased with the Unit even though such interest is not expressly referred to in any deed, mortgage or lease in respect of said Unit.

7.4 In any deed, mortgage, lease or lien created in respect of any interest or estate in a Unit, it shall be sufficient to describe such Unit by setting forth the name of the Condominium Property, the Unit designation, and the Cuyahoga County Recorder's Volume and Page references in respect of the recording of this Declaration and the Drawings.

#### ARTICLE VIII UNIT OWNERS ASSOCIATION

Declarant shall cause to be incorporated and organized the Association which shall be established not later than the date the deed or other evidence of ownership is filed for record following the first sale of a Condominium Ownership Interest. Membership in the Association is limited solely to Unit Owners, and all Unit Owners shall be members. Each Unit Owner shall be bound by the Bylaws and the Rules. Such membership shall terminate upon the sale or other disposition by such member of his Condominium Ownership Interest, at which time the successor owner of said Condominium Ownership Interest shall automatically become a member of the Association. The governance of the Association and the administration of the Condominium Property shall be in accordance with the provisions of the Act, this Declaration and the Bylaws. The Board and officers of the Association, elected as provided in the Bylaws, shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, by the Bylaws and by this Declaration upon the Association, provided, however, that any such power, duty or right shall be exercisable or dischargable by, or vested in, an officer of the Association or member of the Board solely in his capacity as said officer or member of said Board, and said officer or member of the Board is authorized to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this Declaration and the Bylaws.

#### ARTICLE IX SERVICE OF PROCESS

The President of the Association shall serve as the Statutory Agent to receive service of process for the Association. Until such designation is made, Michael J. Linden, Attorney at Law, having an address at 500 National City Bank Building, Cleveland, Ohio 44114, shall be designated as such Statutory Agent. The name and address of the Statutory Agent (and of each successor) shall be filed with the Ohio Secretary of State on the appropriate forms prescribed therefor.

ARTICLE X  
DUTIES OF ASSOCIATION

10.1 Except as otherwise provided in Article XI of this Declaration, the Association at all times, at its cost, shall maintain the Common Areas and Facilities (including the Limited Common Areas and Facilities) in good order, condition, replacement and repair, and shall maintain, plant, seed, reseed, fertilize, cut, and trim all the lawns and beds comprised as part of the Condominium Property. The Association shall plow snow from the driveways which are designated as Limited Common Areas in Section 7.2 hereof as well as from the Condominium Roadway defined herein.

10.2 The Declarant, prior to formation of the Association, and the Association thereafter may, but shall not be required to, delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company (herein referred to as the "Managing Agent"). Such delegation may be evidenced by a management agreement which shall provide for the duties to be performed by the Managing Agent and for the payment to the Managing Agent of a reasonable compensation as a Common Expense. Upon the expiration of each management agreement, the Association may renew said agreement or enter into a different agreement with a different Managing Agent; provided, however, that no management agreement or renewal thereof shall be for a term longer than three (3) years and shall be terminable at any time for cause upon ninety (90) days' prior written notice. In addition, no management agreement executed by Declarant on behalf of the Association shall provide for a term expiring more than one (1) year following the assumption of control of the Association by the Unit Owners, as specified in the Act, unless said management agreement is renewed by a vote of Unit Owners pursuant to the Bylaws required by Section 5311.08 of the Act. The Managing Agent, whether selected by the Declarant or the Association, may be an entity owned in whole or in part, associated with in whole or in part, or in any other manner connected or associated with any partner, agent, contractor or employee of Declarant without in any manner restricting, limiting or affecting the validity of the management agreement with said Managing Agent.

10.3 The Declarant, on behalf of itself and the Association, has entered into an Agreement with the City of Beachwood to maintain, to the same extent as if it were Common Area, the property between the Southerly property line of the Adjacent Parcel and the pavement of Bryden Road, relocated.

10.4 The Declarant on behalf of itself and the Association, has entered into an agreement with the City of Beachwood to landscape and maintain, to the same extent as if it were Common Area, the property fronting on Richmond Road located between the public sidewalk and the curb. It is understood that the property shall remain the property of the City of Beachwood and that the City may use the property in any manner whatsoever and that if the landscaping is altered, damaged or destroyed, in any way, the City shall not be held responsible.

10.5 The Association shall pay for all water charges relating to the Common Areas and Facilities. Water meters for said water are located in one (1) Unit in each Residential Building. It shall be the duty and responsibility of the Association to reimburse the owner(s) of said Unit for said water charges within seven (7) days of receipt of notice that the owner(s) has received a bill for the water charges.

10.6 Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Areas and Facilities, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) or owners (other than the developer) of the individual Units have given their prior written approval, the Association shall not be entitled to:

- (a) by act or omission seek to abandon or terminate the Condominium Development;
- (b) change the percentage of interest of any Unit for the purpose of : (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (ii) determining the percentage of interest of ownership of each Unit in the Common Areas and Facilities;
- (c) partition or subdivide any Unit;
- (d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed a transfer within the meaning of this section);
- (e) use hazard insurance proceeds for losses to the Condominium Development for other than the repair, replacement or reconstruction of such Condominium Development.

ARTICLE XI  
DUTIES OF UNIT OWNERS

- 11.1 Each Unit Owner at all times shall:
- (a) Maintain, at his cost, his Unit in good order, condition, replacement and repair, subject, however, to the provisions of Article XIV hereof;
  - (b) Maintain, at his cost, that portion of the utility systems located wholly within and servicing only his Unit, subject, however, to the provisions of Article XIV hereof;
  - (c) Perform his responsibilities in such a manner as shall not unreasonably disturb the Occupants of other Units;
  - (d) Pay all costs for utility services furnished to his Unit and to any Limited Common Area and Facilities to which he has the exclusive use thereof.
  - (e) Pay all costs for the monitoring and servicing of the Security System, if any, furnished to his Unit.
  - (f) Promptly report to the Association or the Managing Agent, if any, employed by it the need for any repairs to any portion of the Condominium Property which are the obligation of the Association to maintain hereunder;
  - (g) Reimburse the Association for such costs, if any, in excess of proceeds of insurance, as the Association shall incur for maintaining, repairing or replacing any portion of the Common Areas and Facilities (including those portions thereof designated in this Declaration as Limited Common Areas and Facilities) which may be damaged or destroyed by his act or negligence or by the act or negligence of any of his tenants, invitees, licensees or guests;

11.2 If a Unit Owner shall fail to perform the duties to be performed by him pursuant to this Article XI, the Association shall perform said duty on behalf of said Unit Owner, and the cost so incurred shall constitute a Special Charge and shall be borne solely by the Unit Owner on whose behalf the Association shall have performed such duty and incurred such cost.

#### ARTICLE XII

#### COMMON EXPENSES AND SPECIAL CHARGES: COMMON PROFITS

12.1 The costs, expenses and charges paid or incurred by the Association, for the common purposes of the Unit Owners, in administering the Condominium Property, in performing its duties and in furnishing the services authorized or required to be furnished by it pursuant to this Declaration, the Bylaws and the Act shall be Common Expenses, assessed and collected in the manner provided by the Bylaws.

12.2 Any Assessment or Special Charge not paid within ten (10) days after the same shall have become due and payable shall be subject to a late charge and/or shall bear interest until the same shall have been paid at a rate fixed by the Association, but in no event greater than the maximum rate permitted by law. The Association shall have a lien upon each Condominium Ownership Interest in respect of which any Assessments or Special Charges shall remain unpaid for ten (10) days after the same have become due and payable, in like manner and with the same effect as the lien of the Association for Common Expenses accorded by Section 5311.18 of the Act.

12.3 In the event a mortgagee in whose favor a first mortgage or second mortgage shall have been granted with respect to any Unit shall acquire title to the Unit as a result of the foreclosure of such mortgage or by voluntary conveyance in lieu of foreclosure, such mortgagee, its successors and assigns, shall not be liable for the share of the Assessments and Special Charges assessed by the Association with respect to such Unit as shall become due prior to such acquisition of such title to such Unit. Such unpaid share of Assessments and Special Charges shall, in such event, be Common Expenses collectible from and allocated to all of the Units, including such Unit, the title to which shall have been obtained as result of foreclosure or deed in lieu of foreclosure.

12.4 In the event that a Unit shall be voluntarily conveyed by a Unit Owner, other than a mortgagee who shall

have obtained title thereto as a result of foreclosure or deed in lieu of foreclosure, the grantee thereof (automatically upon acquiring title thereto) shall be liable for all unpaid Common Expenses and Special Charges which shall have become due prior to such conveyance, without prejudice, however, to the right of the grantee to recover from his grantor such amounts as shall be paid by the grantee therefor.

12.5 The Common Profits shall be distributed among the Unit Owners in accordance with their respective percentages of interest in the Common Areas and Facilities appurtenant to their respective Units.

12.6 Upon the conveyance or transfer of title to a Unit (whether voluntarily or involuntarily), all funds, credits and Common Profits then pertaining to such Unit shall automatically inure to the sole benefit of the grantee or transferee of such Unit.

#### ARTICLE XIII EASEMENTS

13.1 The Condominium Property is hereby made subject to the following easements, each of which shall be in perpetuity (unless otherwise limited by the Act or indicated herein), shall run with the land, and shall inure to the benefit of and be binding upon the Declarant, each Unit Owner, each mortgagee in whose favor a mortgage shall be granted with respect to any Unit, and any other person having an interest in the Condominium Property, or any part thereof, and their respective heirs, devisees, administrators, executors, personal representatives, successors and assigns:

- (a) In the event that (i) by reason of the construction, reconstruction, repair, restoration, settlement or shifting of any of the Residential Buildings or improvements constituting a part of the Condominium Property, any part of the Common Areas and Facilities encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit presently encroaches or hereafter encroaches upon any of the Common Areas and Facilities or any other Unit, or (ii) by reason of the design or construction of the utility systems comprised within the Condominium Property any pipes, ducts, wires, cables, conduits or public utility lines serving a Unit presently or hereafter encroaches upon any other Unit, valid easements for the maintenance of such encroachments are hereby established and shall exist for the benefit

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of such Unit and the Common Areas and Facilities, as the case may be, so long as all or any part of the Residential Buildings containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Unit Owner or in favor of any other Unit Owner if such encroachment occurred due to the willful conduct of any Unit Owner.

- (b) Each Unit shall be subject to such easements of access as may be necessary for the maintenance, repair or replacement of any Common Areas and Facilities or the operation of the Residential Building in which such Unit is located, and shall be further subject to such easements as may be necessary for the installation, maintenance, operation, repair, removal or replacement of any pipes, ducts, conduits, wires, cables, public utility lines or structural components running through the walls of the Units whether or not such walls lie in whole or in part within the bounds of a Unit. Each Unit Owner shall have the permanent right and easement to and through the Common Areas and Facilities, including but not limited to any walls, for the use of water, sewer, power, television antenna, cables, and other utilities now or hereafter existing within the walls.
- (c) The Association may hereafter grant easements for utility purposes for the benefit of the Condominium Property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits, wires and cables over, under, along and on any portion of the Common Areas and Facilities, and each Unit Owner and the holder(s) of any mortgage(s) encumbering his Unit hereby grant the Association an irrevocable power of attorney, coupled with an interest, to execute, acknowledge and record, for and in the name of such Unit Owner and such mortgagee(s), such instruments as may be necessary to effectuate the foregoing.
- (d) Each Unit shall be subject to the temporary easements more fully set forth in Exhibits F and G, which easements are for construction purposes and which are necessary only until the Condominium Property is expanded as provided for herein and each Unit shall be subject to the utility easement reserved by the Declarant which is more fully set forth in Exhibit H hereof.

- (e) Each Unit shall be subject to the easement more fully set forth in Exhibit I which easement is for the Condominium Roadway. Said easement shall become Common Area to the Condominium Property when fully expanded.
- (f) Subject to the provision of Section 21.2 of this Declaration, the Declarant reserves unto itself, for the benefit of and use by Declarant, its agents, licensees, servants, tenants, personal representatives, successors and assigns: (i) an easement for ingress and egress over, through and under a Unit and/or Limited Common Areas when such ingress and egress is necessary for Declarant to perform Declarant's warranty obligations in accordance with Section 21.4 of this Declaration; and (ii) an easement in order periodically to enter upon the Condominium Property, to construct and install, at its sole cost and expense, such storage facilities, enclosed parking areas, and/or unenclosed parking areas and amenities as Declarant in its discretion shall consider appropriate for the enhancement of the Condominium Property.

13.2 Each grantee of a Unit, and each mortgagee in whose favor a mortgage with respect to any Unit is granted, shall be subject to each of the easements herein provided, in the same manner and to the same extent as though such easements were expressly provided for and fully set forth in the deed of conveyance or mortgage (as the case may be) as exceptions thereto, notwithstanding the omission from such deed of conveyance or mortgage (as the case may be) of reference to such easements.

ARTICLE XIV  
INSURANCE, DAMAGE AND DESTRUCTION

14.1 The Association, as a Common Expense, shall obtain for the benefit of the Association, all of the Unit Owners and their respective mortgagees, as their interest may appear, and thereafter maintain in full force and effect at all times, insurance (except such insurance as may be separately provided for by a Unit Owner pursuant to Section 14.3 of this Declaration) on the following (comprising and being hereinafter referred to as the "Insured Property"): The Residential Building, and all structures and improvements and facilities now and at any time hereafter constituting a part of the Common Areas and Facilities and all personal property owned by the Association. Said insurance shall afford protection against loss or damage by fire, lightning and such other perils as are now or hereafter covered by the standard form extended coverage endorsement commonly issued in Cuyahoga County, Ohio and such other risks as from time to time customarily shall be covered with respect to buildings, structures, improvements and facilities similar in construction, location and use as the buildings, structures,



improvements and facilities comprised as part of the Condominium Property, including without limitation, vandalism, malicious mischief, boiler and machinery, plate glass and water damage. The property insurance to be purchased hereunder shall be in an amount equal to the full replacement cost of the Insured Property, exclusive of excavations and foundations and such improvements to individual Units which may be separately insured by Unit Owners as provided in Section 14.3 of this Declaration. Except for such of the following provisions (if any) that are not obtainable in casualty insurance for other comparable condominium developments (as defined in the Act) in Cuyahoga County, Ohio, such casualty insurance shall provide (i) for the issuance of certificates of insurance to the Unit Owners, (ii) for the issuance of certificates of insurance to the holders of mortgages on the Units, (iii) that for the purpose of such insurance, improvements to Units made by Unit Owners shall not affect the valuation of the Insured Property, (iv) for the payment of claims without apportionment or contribution, as though no other policy existed, (v) that the insurer waives all defenses based upon the "increase in hazard" provision, co-insurance, invalidity arising by acts of an insured, or similar defenses and waiving the so-called "occupancy and vacancy" clause, (vi) that the insurer waives its right of subrogation against Declarant, Unit Owners, the Association, any Managing Agent and their respective families, agents, guests, employees, officers, partners, successors, shareholders, and all persons lawfully in possession or control of any part of the Condominium Property, (vii) that the insurer waives its right to elect to restore the Condominium Property, or any part thereof, in lieu of making a cash settlement in the case of the termination of this Condominium as provided for in this Declaration or pursuant to the provisions of Chapter 5311 of the Act, and (viii) that coverage under such insurance will not be terminated, cancelled or materially modified making coverage more restrictive without ten (10) days prior written notice to all insureds, including each mortgagee holding a mortgage encumbering a Unit. The Association shall pay the premiums for the insurance herein required within thirty (30) days after the inception date thereof.

14.2 All property insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their respective mortgagee(s), as their respective interests may appear. Such property insurance policies shall provide that all proceeds payable as a result of losses shall be paid to the Association as trustee for the Unit Owners and their respective mortgagees. Such insurance may have a deductible clause in a reasonable amount (One Thousand Dollars (\$1,000) shall be considered a reasonable amount at the time this Declaration is filed for record), and shall be obtained by the Association for the benefit of the Declarant, the Association, each of the Unit Owners, and the holders of mortgages upon the Ownership Interest, as their interests may appear.

- (f) Each Unit Owner who obtains an individual insurance policy covering any portion of the Condominium Property shall be required to file a copy of each such individual policy or a certificate thereof with the Secretary of the Association within thirty (30) days after the purchase of such insurance.

14.4 Notwithstanding the foregoing, until the Association is formed, the insurance required to be procured by the Association shall instead be procured by Declarant.

14.5 Liability Insurance.

The following provisions shall govern in respect of liability insurance:

- (a) The Association, as a Common Expense, shall purchase a policy or policies of comprehensive liability insurance, and thereafter maintain the same in full force and effect at all times, insuring:
  - (i) the Association, the Board, the Managing Agent, if any, and the Unit Owners, against liability for bodily injury or property damage occurring upon, in or about, or arising from the Common Areas and Facilities; and
  - (ii) the Association, the Board, the Managing Agent, if any (but not the Unit Owners), against liability for bodily injury or property damage occurring upon, in or about, or arising from, the Units. Such insurance shall afford protection to a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) in respect to bodily injury suffered by any one (1) person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one

- 14.3 (a) Each Unit Owner shall separately insure his Unit and all improvements and betterments made by such Unit Owner at his expense against loss by fire and other hazards now or hereafter embraced by extended coverage and vandalism and malicious mischief. The Association shall have no responsibility or obligation to insure such improvements and betterments for or on behalf of the Unit Owners.
- (b) No Unit Owner shall maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all Unit Owners and their mortgagees, may realize under any insurance policy which the Association may have in force on the Common Areas and Facilities at any particular time.
- (c) The insurance which shall be purchased by a Unit Owner shall be such personal liability and personal property insurance as such Unit Owner may desire.
- (d) If any diminution in insurance proceeds on insurance purchased by the Association results from the existence of insurance purchased by a Unit Owner for the same casualty and loss as that covered by a policy purchased by the Association, then said Unit Owner shall be liable to the Association to the extent of any such diminution and/or loss of proceeds; and all proceeds of the Unit Owner's policies which were brought into proration with the policies of the Association shall be due and payable directly to the Association, it being agreed by the Unit Owner that his policies were purchased in trust and for the benefit of the Association.
- (e) Each policy of insurance obtained by any Unit Owner shall contain, if obtainable, a clause or endorsement providing in substance that the insurance shall not be prejudiced if the insureds have waived right of recovery from any person or persons prior to the date and time of loss or damage, if any.

- (1) such occurrence, and to the limit of not less than One Hundred Thousand Dollars (\$100,000.00) in respect to damage to or destruction of property. Such liability insurance shall contain a cross-liability endorsement to cover liability of one insured to the other.
- (b) Such comprehensive liability policy shall not insure the Unit Owner against liability for bodily injury or property damage occurring within an individual Unit. A Unit Owner, however, may carry such additional personal liability insurance as he may desire.
- (c) Notwithstanding the foregoing, until the Association is formed, such comprehensive liability insurance to be procured by the Association shall instead be procured by Declarant.

14.6 The Association shall also obtain such other insurance as the Board in its discretion may determine.

14.7 Damages or Destruction. In the event a Unit as described in Section 6.1 hereof shall be damaged or destroyed, the Unit Owner shall make all necessary repairs and restoration and shall apply in payments thereof the insurance proceeds received by him. In the event such damage or destruction results from any peril not insured against, or if the insurance proceeds shall not be available to pay the entire cost of such repairs or restoration, the entire costs for such repairs and restoration or the amount of the difference between the insurance proceeds available therefor and the cost for such repairs and restoration (as the case may be) shall be borne by the Unit Owner.

In the event the Unit Owner fails or refuses to make the necessary repairs or restoration, within a reasonable time, the Association may, after reasonable notice, make such necessary repairs and restoration and shall apply in payment thereof the insurance proceeds made available to the Unit Owner and in the event such damage or destruction results from any peril not insured against, or if the insurance proceeds shall not be available to pay the entire cost of such repairs or restoration, the entire costs for such repairs and restoration or the amount of the difference between the insurance proceeds available therefor and the cost for such repairs and restoration (as the case may be) shall be borne by and assessed against the Unit Owner.

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In the event a Unit Owner shall refuse or fail, after reasonable notice, to pay such cost and assessments, the Association shall have a lien upon the estate or interest of such owner, enforceable to the same extent and in the same manner as any other assessments made by the Association.

14.8 In the event the buildings, structures or improvements now or at any time hereafter comprising the Common Areas and Facilities of the Condominium Property shall be damaged or destroyed, the Association shall promptly make all necessary repairs and restoration and shall apply in payment thereof the insurance proceeds received by it, provided, however, that in the event such damage or destruction results from any peril not insured against, or if the insurance proceeds shall not be available to pay the entire cost of such repairs and restoration, the entire costs for such repairs and restoration or the amount of the difference between the insurance proceeds available therefor and the cost for such repairs and restoration (as the case may be) shall be borne by and assessed against all owners of Units proportionate to their respective percentages of interest in the Common Areas and Facilities.

14.9 Notwithstanding the provisions of the foregoing paragraphs of Article XV of this Declaration, in the event that the buildings, structures and improvements comprising the Common Areas and Facilities of the Condominium Property shall be damaged or destroyed to the extent of fifty percent (50%) or more of the insurable value thereof, the Owners, by the affirmative vote of those entitled to exercise not less than seventy-five per cent (75%) of the voting power, may elect not to repair or restore the Condominium Property. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Owner. In the event of any such sale or a sale of the Condominium Property after such election by agreement of all owners of Units, the net proceeds of the sale, together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all owners of Units in proportion to their respective percentages of interest in the Common Areas and Facilities. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit shall have been paid, released or discharged.

ARTICLE XV  
CONDEMNATION

In the event of a taking by condemnation or by eminent domain (or sale in lieu thereof) of all or part of the Common Areas and Facilities, the award payable for such

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taking shall be applied by the Association for repair, restoration or reconstruction of such Common Areas and Facilities, unless the Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power elect not to repair, reconstruct or restore such Common Areas and Facilities. Any such election shall be made in the manner provided in subsection 14.9 of the Declaration. In the event of such an election, the Association shall disburse the net proceeds of such award to the Unit Owners in proportion to their respective interests in the Common Areas and Facilities and in the manner provided in said subsection 14.9. No Unit Owner, however, shall receive any portion of his share of such award until all liens and encumbrances on his Unit have been paid, released or discharged.

ARTICLE XVI  
RIGHTS OF FIRST MORTGAGEES

The following provisions inure to the benefit of each mortgagee holding a first mortgage encumbering a Unit:

- (a) The holder of any first mortgage encumbering a Unit in respect of which the Unit Owner shall be in default for a period of sixty (60) days in the performance of his obligations under this Declaration, the Bylaws and/or the Rules shall be provided with notice of said default by the Association. Within sixty (60) days after receiving said notice from the Association, the holder of the mortgage encumbering said Unit may (but shall not be obligated to do so) cure said default. If, however, said default is not cureable within said sixty (60) day period by reason of delay(s) beyond the reasonable control of said mortgagee, then, providing said mortgagee has commenced to cure said default within said sixty (60) day period and has continued thereafter with due diligence to complete the curing of said default, the time within which said mortgagee shall be permitted to cure said default shall be extended for a period co-extensive with said delay(s).
- (b) A first mortgagee, upon written request to the Board, shall be given a written statement by the Board of the number of Unit Owners who are more than one (1) month delinquent in the payment of monthly Assessments or Special Charge at the time said written request is received by the Board.

- (c) In general, and in order to facilitate the marketability of the Units, the Board shall comply, to the best of its ability, with requests by first mortgagees for information required by regulations of the Federal Home Loan Bank Board, Federal National Mortgage Association, Government National Mortgage Association and Mortgage Guaranty Insurance Corporation (or other private mortgage insurance company), or required by any other secondary mortgage market lender, or by any governmental insurer or guarantor of the first mortgage of any Unit.
- (d) Upon written request to the Association, each mortgagee shall have the right to receive notices of all meetings of the Association and to designate a representative to attend any such meeting.

ARTICLE XVII  
OBSOLESCENCE

The Association, by the affirmative vote of the Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power, may determine that the Condominium Property is obsolete, in whole or in part, and should be renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a Common Expense. Any Unit Owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the President or other chief officer of the Association, within five (5) days after receiving notice of such vote, to receive the fair market value of his Unit, less the amount of any liens and encumbrances thereon as of the date such vote is taken, in return for a conveyance of his Unit (subject to the liens and encumbrances thereon) to the Association, as trustee for all other Unit Owners. In the event of such election, such conveyance and payment of the consideration therefor (which shall be a Common Expense, assessed only against the Unit Owners who have not so elected) shall be made within ten (10) days thereafter, and if a Unit Owner who shall have so elected and a majority of the Board cannot agree upon the fair market value of such Unit, such determination shall be made by the majority vote of a board of three appraisers. One of such appraisers shall be appointed by such electing Unit Owner, one shall be appointed by the Board, and the third shall be appointed by the first two appraisers.

ARTICLE XVIII  
REMEDIES FOR BREACH OF COVENANTS AND RULES

18.1 If any Unit Owner (either by his own conduct or by the conduct of any Occupant) shall violate any covenant, restriction, condition or provision in this Declaration, the Bylaws or the Rules, the Association shall have the right, in addition to the rights set forth elsewhere in this Declaration and those provided by law, (a) to enter upon the Unit or portion thereof upon which, or as to which, such violation or breach exists and summarily abate and remove, at the expense of the defaulting Unit Owner, any 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, or its agent, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

18.2 If any Unit Owner (either by his own conduct or by the conduct of any Occupant) shall violate any covenant, restriction, condition or provision in this Declaration, the Bylaws or the Rules, and such violation shall continue for thirty (30) days after notice in writing from the Association, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Association, then the Association shall have the right, upon the giving of ten (10) days' prior written notice, to terminate the rights of such Unit Owner or Occupant to continue as Unit Owner or Occupant and to continue to occupy, use or control his Unit, and thereupon an action in equity may be filed by the Association against such Unit Owner or Occupant for a decree of mandatory injunction against said Unit Owner or Occupant or (subject to the prior consent in writing of any mortgagee having an interest in such Unit, which consent shall not be unreasonably withheld), for a decree declaring the termination of the right of such Unit Owner or Occupant to occupy, use or control the Unit owned or occupied by him and ordering that all the right, title and interest of such Unit Owner or Occupant in his Unit shall be sold (subject to any liens and encumbrances thereon) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain such Unit Owner or Occupant from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's or receiver's fees, reasonable



attorneys' fees, court reporter charges and all other expenses of the proceedings and all such items shall be imposed against such defaulting Unit Owner or Occupant. Any balance of proceeds, after satisfaction of any unpaid Assessments and Special Charges owing to the Association and any liens required to be discharged, may be paid to said Unit Owner or Occupant. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a conveyance of all right, title and interest in said Unit and to immediate possession of the Unit so conveyed, and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale and the decree shall so provide, that the purchaser shall take said interest in said Unit subject to this Declaration.

ARTICLE XIX  
ADDITIONS TO CONDOMINIUM PROPERTY

19.1 Declarant hereby reserves the option to submit (without the consent of any of the Unit Owners) all or a part of the Additional Condominium Property to the provisions of the Act, which option is not subject to any limitations. This option will extend for a period of seven (7) years from the date this Declaration is filed for record. There are no circumstances that will terminate the foregoing option of the Declarant other than Declarant's express waiver of the right to exercise said option by Declarant's providing written notice of said waiver to the President of the Association.

19.2 If the Additional Condominium Property is submitted to the provisions of the Act, portions of the Additional Condominium Property may be submitted to the Act at different times, without limitation. There shall be an overall average maximum of six (6) units per acre on any portion of the Additional Condominium Property that may be submitted. There are no limitations as to the location of any improvements that may be made on any portion of the Additional Condominium Property. The maximum number of Units that may be created on the Additional Condominium Property shall be sixty-two (62), all of which are restricted solely to residential use. All structures erected on any portion of the Additional Condominium Property will be compatible with the structures on Parcel No. 1 in terms of quality of construction, principal materials to be used and architectural style.

With respect to all improvements to any portion of the Additional Condominium Property, other than structures, there are no such improvements that must be made, and there are no restrictions or limitations upon improvements that may be made.

The Units constructed on the Additional Condominium Property will be substantially identical to the Units on the Condominium Property and except for the foregoing, there are no further limitations thereto. Declarant reserves the right to create Limited Common Areas and Facilities within the Additional Condominium Property. If the Condominium Property is expanded by submitting the Additional Property to the provisions of the Act, the Additional Drawings will supplement the information contained herein.

If the Condominium Property is expanded, the Additional Condominium Property shall be submitted to the provisions of the Act by amending this Declaration in accordance with the provisions of Section 5311.051 of the Act.

19.3 If the Additional Condominium Property is submitted to the provisions of the Act, the types of Units that will be comprised as part of the Additional Condominium Property will be substantially the same types of Units that are comprised as part of the Condominium Property as originally submitted pursuant to this Declaration. The percentages of interest that thereupon will be assigned to each of the Units comprising the Condominium Property shall be in the proportion that the square footages of each Unit bears to the then aggregate square footages of all Units comprised as part of the Condominium Property. Said determination shall be made by Declarant as of the date this Declaration shall be amended of record and shall be final and binding on all Unit Owners and Mortgagees holding a mortgage encumbering any Unit.

ARTICLE XX  
AMENDMENT OF DECLARATION AND BYLAWS

20.1 Rights Reserved by Declarant. Declarant shall have the right, exercisable in its sole discretion at any time during the three (3) year period following the date this Declaration is filed for record, to amend from time to time this Declaration, the Bylaws and/or the Drawings in such respects as Declarant may consider necessary, convenient or appropriate, for the purpose of (i) complying with any regulations of the Federal Home Loan Bank Board, the Federal National Mortgage Association, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development and/or the Mortgage Guaranty Insurance Corporation (as such regulations may be amended periodically), (ii) complying with any regulations of any federal, state, or local governmental agency or instrumentality (as such regulations may be amended periodically), (iii) curing any ambiguity, inconsistency or formal defect or omission in this Declaration, the Bylaws and/or the Drawings, and/or (iv) effecting any other change(s) not adverse to the Unit Owners or to the holders of mortgages encumbering the Units. Each Unit Owner, by accepting a deed conveying title to his Unit and each mortgagee, by accepting a mortgage encumbering any Unit, automatically thereby consents and approves of the provisions of this Section 20.1, and all Unit Owners and their respective mortgagees shall perform such actions and shall promptly execute and deliver to Declarant, from time to time, as Declarant shall request, all instruments as Declarant shall consider necessary, convenient or appropriate to effectuate the provisions of this Section 20.1. In addition, each Unit Owner, by acceptance of a deed in respect to his Unit, and each mortgagee, by accepting a mortgage encumbering any Unit, automatically hereby irrevocably appoints Declarant as the proxy of such Unit Owner and mortgagee, coupled with an interest, to act and vote for and on behalf of each such Unit Owner and each such mortgagee in such manner as shall enable Declarant to effectuate the rights reserved by Declarant pursuant to this Section 20.1, and to that end each such Unit Owner and each such mortgagee hereby authorizes, directs, and empowers Declarant, as the holder of such proxy, to execute, and to have witnessed, acknowledged and recorded, for and in the name of each such Unit Owner and each such mortgagee, such amendment(s) of the within Declaration, the Bylaws and/or the Drawings, together with such consent(s) thereto as Declarant shall consider necessary, convenient or appropriate to comply with the provisions of this Section 20.1 if Declarant shall exercise the rights reserved to it in this Section 20.1. Any documents requiring execution by any person, firm, corporation or other entity (other than Declarant) shall be in full compliance with this Section 20.1 if executed by Declarant on behalf of such person, firm, corporation or other entity.

20.2 This Declaration and the Bylaws may be amended, and such amendment(s) shall be effective, upon the filing for record with the Recorder of Cuyahoga County, Ohio of an instrument in writing setting forth specifically the item or items to be amended and/or any new matter to be added, which instrument shall have been duly executed by the Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association. Such amendment must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and its attached exhibits are recorded and must contain an affidavit by the President of the Association that a copy of the amendment has been mailed by certified mail or hand delivered or sent by telegram to all first mortgagees having bona fide liens of record against any Unit. No amendment shall have any effect, however, upon a bona fide first mortgagee until the written consent to such amendment of such mortgagee has been secured. Such consents shall be retained by the Secretary of the Association and his certification in the instrument of amendment as to the names of the consenting and non-consenting mortgagees of the various Units shall be sufficient for reliance by the general public. If less than all mortgagees consent to an amendment to this Declaration and/or the Bylaws, said amendment or modification shall nevertheless be valid among the Unit Owners, inter sese, provided that the rights of a non-consenting mortgage shall not be derogated thereby.

20.3 Notwithstanding anything contained in this Article XX to the contrary, no provision in this Declaration or the Bylaws may be changed, modified or rescinded, which, after such change, modification or rescission would conflict with the provisions of the Act (including but not limited to the prohibition in Section 5311.08 of the Act that the Declaration may not be amended to increase the scope or period of control by the Declarant after there is a Unit Owner other than the Declarant) or the general law, nor may any amendment be made to the percentages of interest in the Common Areas and Facilities of each Unit as set forth in Exhibit "E" hereof except by an amendment to this Declaration unanimously approved by all Unit Owners affected.

20.4 Notwithstanding the foregoing, for purposes of amending this Declaration:

- (a) to submit the Additional Condominium Property to the provisions of the Act, the Declarant need only comply with the provisions of the Act pertaining to the right to add "Additional property" (as defined in the Act) in respect of an "Expandable condominium property" (as defined in the Act); and

- (b) to effect the right reserved to Declarant pursuant to Section 20.1 of this Declaration, Declarant need only comply with the provisions of Section 20.1 of this Declaration and Section 5311.06 of the Act.

ARTICLE XXI  
CERTAIN PROVISIONS REQUIRED OR PERMITTED BY THE ACT

Notwithstanding any contrary provision in this Declaration, the Bylaws or any of the other "Condominium Instruments" (as defined in the Act) pertaining to the Condominium Property, each of said condominium instruments is subject to the following:

21.1 Any deposit or down payment made in connection with the sale of a Unit shall be held in trust or escrow until delivered at settlement or returned to or otherwise credited to the purchaser of a Unit or forfeited to the Declarant, and if a deposit or down payment of Two Thousand Dollars (\$2,000.00) or more is held for more than ninety (90) days, interest at the rate of at least four percent (4%) for any period exceeding ninety (90) days shall be credited to the purchaser of a Unit at settlement or upon return or other credit made to such purchaser, or added to any forfeiture to the Declarant. Deposits and down payments held in trust or escrow pursuant to this Paragraph shall not be subject to attachments by creditors of the Declarant or a purchaser of a Unit.

21.2 Except in its capacity as a Unit Owner of unsold Condominium Ownership Interests, neither Declarant nor its agent (as defined in the Act) will retain a property interest in any of the Common Areas and Facilities after control of the Condominium Property is assumed by the Association. Notwithstanding the foregoing, the Declarant shall retain an interest consistent with this Declaration and required to insure ingress and egress, from and to the Common Areas and Facilities by the prospective Unit Owners in the Additional Condominium Property.

21.3 The Unit Owners of Condominium Ownership Interests that have been sold by the Declarant or its agent will assume control of the Common Areas and Facilities and of the Association as prescribed in division (C) of Section 5311.08 of the Act. Until the Association is established, the Declarant shall act in all instances where action of the Association or its officers is authorized or required by law or this Declaration. Except as stated in division (C) of Section 5311.08 of the Act, the Declarant or persons designated by it, may appoint and remove members of the Board and other officers of the Association and exercise the powers and responsibilities otherwise assigned by law or the Dec-

laration to the Association, the Board or the officers of the Association. Said authorization shall extend from the date of the establishment of the Association until the earlier of:

- (1) Five (5) years; or
- (2) Thirty (30) days after the sale and conveyance of Condominium Ownership Interests to which appertain seventy-five percent (75%) of the undivided interests in the Common Areas and Facilities to purchasers of Units in good faith for value.

21.4 Solely and only to the extent such warranties are required by the provisions of Section 5311.25(E) of the Act, Declarant hereby furnishes a two (2) year warranty covering the full cost of labor and materials for any repair or replacement of roof and structural components and mechanical, electrical, plumbing and common service elements serving the Condominium Property or the Additional Condominium Property as a whole, occasioned or necessitated by a defect in material or workmanship and a one (1) year warranty covering the full cost of labor and materials for any repair or replacement of structural, mechanical and other elements pertaining to each Unit, occasioned or necessitated by a defect in material or workmanship commencing as follows:

- (a) The two (2) year warranty shall commence (i) as to the Condominium Property submitted by this Declaration, on the date that the deed or other evidence of ownership is filed for record following the sale of the first Condominium Ownership Interest in the Condominium Property, and (ii) as to the Additional Condominium Property, on the date the deed or other evidence of ownership is filed for record following the sale of the first Condominium Ownership Interest in the Additional Condominium Property, in either case to a purchaser of a Unit in good faith for value;
- (b) The one (1) year warranty shall commence on the date the deed or other evidence of ownership is filed for record following the first sale of a Condominium Ownership Interest to a purchaser of a Unit in good faith for value;
- (c) In the case of ranges, refrigerators, washing machines, clothes dryers, hot water heaters, and other similar appliances, if any, installed and furnished as part of a Unit by Declarant, the valid assignment by the Declarant of

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the express and implied warranty of the manufacturer satisfies the Declarant's warranty and obligation with respect to such appliances, and the Declarant's warranty is limited to the installation of said appliances;

- (d) All warranties made to the Declarant that exceed the time periods set forth hereinabove with respect to any part of the Units or Common Areas and Facilities are hereby assigned to purchasers of Units.

21.5 The Declarant will assume the rights and obligations of a Unit Owner in his capacity as the owner of Condominium Ownership Interests not yet sold, including, without limitation, the obligation to pay the Common Expenses and Special Charges attaching to such Condominium Ownership Interest, from the date this Declaration is filed for record.

ARTICLE XXII  
MISCELLANEOUS PROVISIONS

22.1 No labor performed or materials furnished for use in connection with any Unit with the consent or at the request of a Unit Owner or his agent or subcontractor shall create any right to file a statement of mechanic's lien against the Unit of any other Unit Owner not expressly consenting to or requesting the same or against any interest in the Common Areas and Facilities except as to the undivided interest therein appurtenant to the Unit of the Unit Owner for whom such labor shall have been performed and such materials shall have been furnished. Each Unit Owner shall indemnify and hold harmless each of the other Unit Owners from and against liability or loss arising from the claim of any lien against the Unit, or any part thereof, of any other Unit Owner for labor performed or for materials furnished in connection with work on the first Unit Owner's Unit. At the written request of any Unit Owner, the Association shall enforce such indemnity by collection as a Special Charge from the Unit Owner of the Unit on which the labor was performed and materials furnished the amount necessary to discharge any such lien, including all costs incidental thereto, and obtaining a discharge of the lien.

22.2 All notices required or permitted hereunder, and under the Bylaws and the Act, to the Declarant, the Association and the Board, shall be in writing and shall be sent by registered or certified mail, return receipt requested, as the case may be, to the Board at the address of the Condominium Property or to such other address as the Board may designate from time to time by notice in writing to all Unit Owners; to the Declarant at 1703 Brookpark Road, Cleveland Ohio, 44109, or to such other address as the Declarant may designate from time to time by notice in

writing to all Unit Owners; or to any Unit Owner at such Unit Owner's Unit address or to such other address as may be designated by him from time to time, in writing, to the Board. All notices shall be effective when received as evidenced by the return receipt card. Any notice required or permitted to be given to any Occupant shall effectively be given if hand delivered to such Occupant or placed in his mail box or placed under the door of the Unit occupied by such Occupant.

22.3 Each Unit Owner shall furnish written notice to the Secretary of the Association of the name and address of such Unit Owner's first mortgagee and of any change in the name and address of such mortgagee.

22.4 None of the members of the Board or the officers, employees or agents of the Association shall be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct, gross negligence or bad faith and except as provided herein or in the Bylaws. The Unit Owners, other than any mortgagee acquiring said Unit by reason of foreclosure or a deed in lieu of foreclosure, and the Association shall indemnify and hold harmless each of the members of the Board and the officers, employees or agents of the Association from and against all contractual liability to others arising out of contracts made by the Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the express provisions of the Declaration or the Bylaws. It is intended that the members of the Board shall have no personal liability with respect to any contract made by them on behalf of the Association. The liability of any Unit Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his interest in the Common Areas and Facilities bears to the interests of all the Unit Owners in the Common Areas and Facilities. The provisions of this Section do not apply to and shall not preclude claims for property damage and personal injury by Unit Owners against the Board or any other insured under the liability insurance required to be maintained by the Association pursuant to this Declaration.

22.5 The Association may acquire and hold, for the benefit of the Unit Owners, real property and tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such personal property shall be owned by the Unit Owners in the same proportion as their respective interests in the Common Areas and Facilities. A transfer of a Unit shall automatically transfer



to the transferee ownership of the transferor's beneficial interest in such personal property, whether or not such personal property is specifically mentioned therein.

22.6 Each of the covenants, restrictions, easements, terms, conditions, options and rights provided for in this Declaration and the Bylaws (hereinafter referred to as the "Provisions") shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the Declarant and the Association and their respective successors and assigns, and any persons acquiring title to any Unit, together with their respective grantees, heirs, devisees, executors, administrators, personal representatives, successors and assigns.

22.7 The invalidity of any of the Provisions shall not impair or affect in any manner the validity or enforceability of the remaining Provisions.

22.8 The terms used throughout this Declaration and the Bylaws shall have the respective meaning ascribed thereto in the Act except where otherwise expressly defined in this Declaration or in the Bylaws.

22.9 Any inconsistency between the Act and the Declaration and the Bylaws shall, to the extent possible, be resolved in favor of the Declaration and the Bylaws. Any inconsistency between the Declaration and the Bylaws shall, to the extent possible, be resolved in favor of the Declaration.

22.10 Upon the removal of the Condominium Property from the Act (pursuant to Section 5311.17 of the Act), all easements, covenants and other rights, benefits, privileges, impositions and obligations created pursuant to this Declaration shall terminate and be of no further force or effect, except that such removal shall not release any Unit Owner in respect of any liability that shall have arise prior to such removal.

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

22.12 Except as otherwise expressly provided in the Act, neither Declarant, nor any of its officers or shareholders, nor any employee, agent, successor or assign of Declarant, shall be liable for any claim or damage whatsoever arising out of or by reason of any actions performed pursuant to or in accord-

ance with any authority granted or delegated to them or any of them by or pursuant to this Declaration or by the Bylaws.

22.13 The use of the masculine gender herein or in the Bylaws shall be deemed to include the feminine and the neuter genders, as the case may be, and the use of the singular shall be deemed to include the plural, wherever the context so requires.

22.14 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class Condominium development (as defined in the Act).

22.15 All Exhibits referred to in this Declaration are attached hereto and constitute an integral part of this Declaration.

ARTICLE XXIII  
RULES AGAINST PERPETUITIES

If any of the Provisions shall be in violation of the Rule against Perpetuities or any other analogous or comparable statutory or common law rule such of the Provisions as shall be so affected thereby shall continue in effect only until twenty-one (21) years after the death of the last survivor of the now living partners of the law firm of Boukalik and Linden, Cleveland, Ohio.

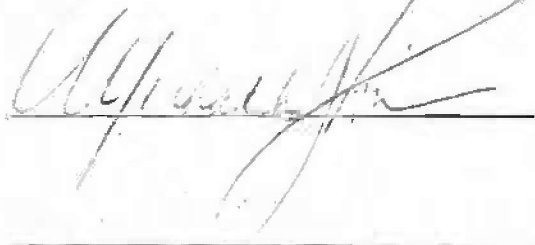
ARTICLE XXIV  
MARGINAL REFERENCES

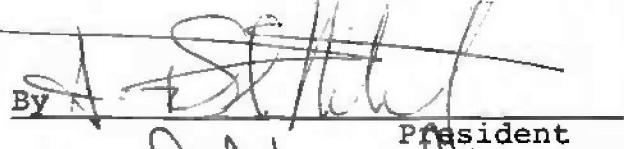
The heading of each Article of this Declaration is inserted for convenience and reference only and in no way shall be held to explain, modify, amplify or limit the meaning of any such Article.

IN WITNESS WHEREOF, Condominium Concepts, Inc. an Ohio Corporation, the Declarant, has executed this Declaration by its duly authorized officers this 5th day of August, 1983.

In the Presence of:

CONDOMINIUM CONCEPTS, INC.

  
\_\_\_\_\_

By   
\_\_\_\_\_ President

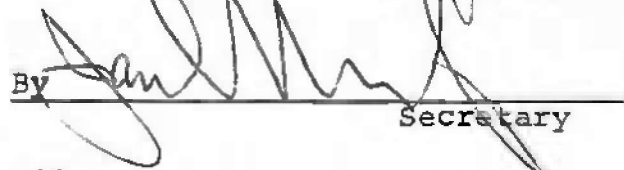
By   
\_\_\_\_\_ Secretary

EXHIBIT "B"  
TO DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR BAYWOOD ESTATES CONDOMINIUMS

LEGAL DESCRIPTION OF ADJACENT PARCEL

Situated in the City of Beachwood, County of Cuyahoga, and State of Ohio, and known as being all of Sublot Nos. 193 through 211, inclusive, and part of Falkener Road, (Proposed), in a Reallotment of the Van Sweringen Company's Shaker Country Estates Subdivision No. 32, of part of Original Warrensville Township Lot No. 49, as shown by the recorded plat in Volume 139 of Maps, Page 16 of Cuyahoga County Records, and part of Parcel 50 in the Re-Subdivision, of part of the Van Sweringen Company's Shaker Country Estates Subdivision No. 32, of part of Original Warrensville Township Lot No. 39 and 49, as shown by the recorded plat in Volume 110 of Maps, Page 17 of Cuyahoga County Records, being further bounded and described as follows:

Beginning at the intersection of the centerline of Chagrin Boulevard, 66 feet wide, with the centerline of Richmond Road, 100 feet wide, said point also being the Southeasterly corner of Original Lot No. 49;

Thence North  $00^{\circ} 15' 30''$  East, along the centerline of said Richmond Road, 586.32 feet to a point;

Thence North  $89^{\circ} 44' 30''$  West, 50.00 feet to the Southeasterly corner of Sublot No. 211, in the Westerly line of said Richmond Road, being the principal place of beginning of the parcel of land described herein;

Thence North  $89^{\circ} 44' 30''$  West, along the Southerly line of said Sublot No. 211, 170.00 feet to the Southwesterly corner thereof;

Thence North  $14^{\circ} 27' 00''$  West, along the Westerly line of Sublot Nos. 211 through 204, inclusive, 827.10 feet to the Northwesterly corner of said Sublot No. 204;

Thence North  $23^{\circ} 41' 13''$  East, along the Northwesterly line of Sublot Nos. 203, 202 and 201, 327.18 feet to the Northwesterly corner of Sublot No. 201;

Thence North  $00^{\circ} 15' 30''$  East, along the Westerly line of Sublot Nos. 200 through 196, inclusive, 500.00 feet to the Northwesterly corner of said Sublot No. 196;

Thence North  $14^{\circ} 53' 09''$  West, along the Westerly line of Sublot Nos. 195, 194 and 193, 284.90 feet to the Northeasterly corner of Sublot No. 192;

Thence South  $61^{\circ} 52' 10''$  West, along the Northwesterly line of said Sublot No. 192 and the Southwesterly prolongation of said Northwesterly line, 290.65 feet to the centerline of Falkener Road, 60 feet wide, (Proposed);

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STATE OF OHIO )  
 ) SS:  
CUYAHOGA COUNTY )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Condominium Concepts, Inc., an Ohio Corporation, by Frederick D. McKeown, Jr., its President, and John J. McKeown, Jr., its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of Condominium Concepts, Inc., and each of them personally and as officers of Condominium Concepts, Inc.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, and hereby certify the foregoing acknowledgement, this \_\_\_\_\_ day of \_\_\_\_\_ 1983.

NOTARY PUBLIC

LINDA A. QUINN  
Notary Public for the State of Ohio  
My Commission Expires April 28, 1988

This instrument prepared by:

Michael J. Linden, Esq.  
Boukalik & Linden  
500 National City Bank  
Building  
Cleveland, Ohio 44114  
(216) 621-0590

EXHIBIT "A"  
TO DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR BAYWOOD ESTATES CONDOMINIUMS

LEGAL DESCRIPTION OF PARCEL NO. 1

Situated in the City of Beachwood, County of Cuyahoga and State of Ohio and known as being part of Sublot Nos. 210, 206 and all of Sublot Nos. 209, 208 and 207 in a Reallotment of the Van Sweringen Cos. Shaker Country Estates Subdivision No. 32 of part of Original Warrensville Township Lot No. 49 as shown by the recorded plat in Volume 139 of Maps, Page 16 of Cuyahoga County Records, being further bounded and described as follows:

Beginning at the intersection of the centerline of Chagrin Boulevard, 66 feet wide, with the centerline of Richmond Road, 100 feet wide, said point also being the Southeasterly corner of Original Lot No. 49;

Thence North  $00^{\circ} 15' 30''$  East along the centerline of said Richmond Road, 586.32 feet to a point;

Thence North  $89^{\circ} 44' 30''$  West, 50.00 feet to the Southeasterly corner of Sublot No. 211 in the Westerly line of said Richmond Road;

Thence North  $00^{\circ} 15' 30''$  East, along the Westerly right-of-way line of said Richmond Road, 132.17 feet to a point, and the principal place of beginning of the parcel of land described herein;

Thence North  $89^{\circ} 44' 30''$  West parallel with the Southerly line of Sublot No. 210, 204.69 feet to a point on the Westerly line of Sublot No. 210;

Thence North  $14^{\circ} 27' 00''$  West, along the Westerly line of Sublot Nos. 210, 209, 208, 207 and 206, 476.20 feet to a point;

Thence South  $89^{\circ} 44' 30''$  East, parallel with the Northerly line of Sublot No. 206, 122.39 feet to a point of curvature;

Thence Southeasterly, along an arc deflecting to the right 64.20 feet, said arc having a central angle of  $25^{\circ} 22' 00''$ , a radius of 145.00 feet and a chord bearing South  $77^{\circ} 03' 30''$  East, 63.67 feet to a point of curvature;

Thence Southeasterly, along an arc deflecting to the left 31.88 feet, said arc having a central angle of  $25^{\circ} 22' 00''$ , a radius of 72.00 feet and a chord bearing South  $77^{\circ} 03' 30''$  East, 31.62 feet to a point;

Thence South  $89^{\circ} 44' 30''$  East, parallel with the Northerly line of said Sublot No. 206, 110.25 feet to a point on the Westerly right-of-way line of Richmond Road;

Thence South  $00^{\circ} 15' 30''$  West, along the Westerly right-of-way line of said Richmond Road, 439.68 feet to the principal place of beginning, be the same more or less. Bearings are to an assumed meridian and are used to denote angles only.

EXHIBIT "B"  
TO DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR BAYWOOD ESTATES CONDOMINIUMS

LEGAL DESCRIPTION OF ADJACENT PARCEL

Situated in the City of Beachwood, County of Cuyahoga, and State of Ohio, and known as being all of Sublot Nos. 193 through 211, inclusive, and part of Falkener Road, (Proposed), in a Reallotment of the Van Sweringen Company's Shaker Country Estates Subdivision No. 32, of part of Original Warrensville Township Lot No. 49, as shown by the recorded plat in Volume 139 of Maps, Page 16 of Cuyahoga County Records, and part of Parcel 50 in the Re-Subdivision, of part of the Van Sweringen Company's Shaker Country Estates Subdivision No. 32, of part of Original Warrensville Township Lot No. 39 and 49, as shown by the recorded plat in Volume 110 of Maps, Page 17 of Cuyahoga County Records, being further bounded and described as follows:

Beginning at the intersection of the centerline of Chagrin Boulevard, 66 feet wide, with the centerline of Richmond Road, 100 feet wide, said point also being the Southeasterly corner of Original Lot No. 49;

Thence North  $00^{\circ} 15' 30''$  East, along the centerline of said Richmond Road, 586.32 feet to a point;

Thence North  $89^{\circ} 44' 30''$  West, 50.00 feet to the Southeasterly corner of Sublot No. 211, in the Westerly line of said Richmond Road, being the principal place of beginning of the parcel of land described herein;

Thence North  $89^{\circ} 44' 30''$  West, along the Southerly line of said Sublot No. 211, 170.00 feet to the Southwesterly corner thereof;

Thence North  $14^{\circ} 27' 00''$  West, along the Westerly line of Sublot Nos. 211 through 204, inclusive, 827.10 feet to the Northwesterly corner of said Sublot No. 204;

Thence North  $23^{\circ} 41' 13''$  East, along the Northwesterly line of Sublot Nos. 203, 202 and 201, 327.18 feet to the Northwesterly corner of Sublot No. 201;

Thence North  $00^{\circ} 15' 30''$  East, along the Westerly line of Sublot Nos. 200 through 196, inclusive, 500.00 feet to the Northwesterly corner of said Sublot No. 196;

Thence North  $14^{\circ} 53' 09''$  West, along the Westerly line of Sublot Nos. 195, 194 and 193, 284.90 feet to the Northeasterly corner of Sublot No. 192;

Thence South  $61^{\circ} 52' 10''$  West, along the Northwesterly line of said Sublot No. 192 and the Southwesterly prolongation of said Northwesterly line, 290.65 feet to the centerline of Falkener Road, 60 feet wide, (Proposed);

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Thence Northwesterly along the centerline of Falkener Road, (Proposed), and the arc of a circle deflecting to the left, 79.64 feet, said arc having a radius of 1276.17 and a chord bearing North  $31^{\circ} 28' 56''$  West, 79.63 feet to a point;

Thence North  $45^{\circ} 10' 50''$  East, and parallel with the centerline of Letchworth Road, 60 feet wide, 880.24 feet to the Westerly line of said Richmond Road;

Thence South  $00^{\circ} 10' 50''$  West, along the Westerly line of said Richmond Road, 327.75 feet to an angle point;

Thence South  $00^{\circ} 15' 30''$  West, along the Westerly line of said Richmond Road, 2100.06 feet to the principal place of beginning, be the same more or less, but subject to all legal highways. Bearings are to an assumed meridian and are used to denote angles only.

Excepting therefrom the premises described in "Exhibit A" herein.

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
BAYWOOD ESTATES CONDOMINIUMS

THIS FIRST AMENDMENT TO DECLARATION is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1985, by Condominium Concepts, Inc., an Ohio Corporation (herein referred to as "Declarant"), for the purpose of submitting certain property to condominium use and ownership in accordance with the provisions of Chapter 5311 of the Ohio Revised Code (herein referred to as the "Act").

WHEREAS, on October 5, 1985, Declarant filed with the Cuyahoga County Recorder a Declaration of Condominium Ownership (herein referred to as the "Original Declaration") for Baywood Estates Condominium, which Original Declaration and By-Laws attached thereto, were recorded in Deed Volume 84-4708, Page 30, et seq. of Cuyahoga County Records, and which Original Declaration was accompanied by Drawings (herein referred to as the "Original Drawings") recorded in Volume 51 of Condominium Map Records, Pages 97 to 99 and Volume 52 of Condominium Map Records, pages 60 to 69 by which condominium ownership was established pursuant to the provisions of the Act for the Condominium Property (as defined in the Original Declaration); and

WHEREAS, pursuant to the provisions of the Act, Declarant reserved the option in the Original Declaration to expand the Condominium Property by submitting the Additional Condominium Property, or any portion thereof (as defined in the Original Declaration) to the provisions of the Act; and

WHEREAS, Declarant, pursuant to the provisions in Article XIX of the Original Declaration, desires to amend the Original Declaration in accordance with the provisions of Section 5311.051 of the Act for the purpose of expanding the Condominium Property by adding thereto and making a part thereof, a portion of the Additional Condominium Property.

NOW THEREFORE, Declarant hereby declares as follows:

1. Declarant hereby submits to the provisions of the Act a portion of the "Additional Condominium Property" which consists of a portion of the land identified as the "Adjacent Parcel" in the Original Declaration and legally described in Exhibit "A" attached hereto, (herein referred to as "Parcel No. 2" the Additional Residential Buildings (as defined in the Original Declaration), all other structures, improvements, and facilities that may hereafter be constructed or installed on Parcel No. 2, all easements, rights and appurtenances thereunto belonging, and all articles of personal property that may be owned by Declarant and may be located on Parcel No. 2 for the common use of the Unit Owners (as defined in the Original Declaration).



2. Unless otherwise specifically defined herein, all terms used herein shall have the respective meanings ascribed thereto in the Original Declaration.

3. Unless the context expressly otherwise requires, all references in the Original Declaration, in the Bylaws attached thereto, in the Original Drawings and the Supplemental Drawings (as referred to in Subsection 3(c) hereof):

- (a) to "Condominium Property" - shall mean and include as a part thereof that part of the "Additional Condominium Property" as defined herein, and
- (b) to "Declaration" - shall mean and include as a part thereof this Amendment to Declaration of Condominium Ownership; and
- (c) to "Drawings" - shall mean and include as a part thereof the Supplemental Drawings attached hereto as Exhibit "D" (which comprise the "Additional Drawings", as defined in the Original Declaration), and were prepared and certified by Keeva J. Kekst, Registered Architect, and Elewski and Associates, Inc. Engineers, in accordance with Section 5311.07 of the Act; and
- (d) to "Residential Buildings" - shall mean and include as a part thereof the "Additional Residential Building" (as defined in the Original Declaration); and
- (e) to "Unit" - shall mean and include as a part thereof that part of the Additional Condominium Property designated in Article VI of the Original Declaration and delineated as such on the Supplemental Drawings.

4. Section 4.1 of the Original Declaration is hereby deleted and the following is substituted in lieu thereof:

4.1 The Condominium Property (the purpose of which is to effect a plan for home ownership pursuant to the Act) consists of twenty-one (21) Units in three (3) U-shaped buildings containing seven (7), nine (9), and five (5) Units, each as designated and delineated in Article VI of the Declaration and in the Drawings, each of which constitutes a separate residence, each of which constitutes a single freehold estate and each of which has an undivided interest in the Common Areas and Facilities appurtenant to it. The dimensions, layout, designation, location and approximate area of the Common Areas and Facilities and the Units, and the number of rooms contained within each Unit, are shown graphically on the Drawings.

5. Section 5.1 of the Original Declaration is hereby deleted and the following is substituted in lieu thereof:

5.1 The Condominium Property is principally comprised of three (3) U-shaped buildings, one containing five (5) single family residences identified in the Drawings as Building No. 2, one containing seven (7) single family residences identified in the Drawings as Building No. 3, and one containing nine (9) single family residences identified in the Drawings as Building No. 4. The addresses, types of Units, square footages of each unit and a description of the Units are set forth in Exhibit "E" attached hereto.

All buildings are constructed principally of wood and block and the foundation is constructed principally of block, brick, and concrete. The driveways, patios and walkways are constructed principally of concrete.

6. The first two lines of Section 7.1 of the Original Declaration and Subsection (a) of said Section 7.1 are hereby deleted and the following is substituted in lieu thereof:

7.1 That part of the Condominium Property which comprises the Common Areas and Facilities consist of the following:

- (a) The land comprising Parcel No. 1 and Parcel No. 2, foundations, supports, supporting walls, roofs, gutters, downspouts, and all other structural parts of the Residential Buildings, together with that portion of all utility lines, wires, pipes and conduits, for water, electricity, power and sewer services which connect each Unit with the main service lines providing such utility services, and all apparatus and all installations to be used in common, together with all unenclosed parking area(s), driveways and walkways, (except as set forth in Article VII) and further together with all parts of the Condominium Property which are necessary or convenient to the existence, maintenance and safety of the Condominium Property, all replacements of any of the foregoing and all other parts of the Condominium Property which have not been designated or delineated as part of the Units in this Declaration or in the Drawings.

7. Pursuant to Section 19.3 of the Original Declaration, the respective percentages of interest pertaining to each Unit, as listed on Exhibit "E" attached to the Original Declaration are hereby amended to consist of the percentages of interest designated on Exhibit "E" attached hereto.

8. Exhibits "B" (Legal Description of Adjacent Parcel), "F" (Temporary Easement for Southerly Drive), "G" (Temporary Easement for Northerly Drive), "H" (Utility Easement), and "I"

(Condominium Roadway) are hereby deleted and replaced by Exhibits "B", "F", "G", "H", and "I" attached hereto.

9. Notwithstanding any contrary provision in the Original Declaration or in the Bylaws attached thereto, the Unit Owners of the Units in the Additional Condominium Property shall not have any right or title to or interest in the operating funds of the Association nor any liability for expenses of the Association which are allocable to a period preceding the date on which this Amendment to Declaration is filed with the Cuyahoga County Recorder.

10. The Original Declaration, the Bylaws attached thereto, and the Original Drawings, as each of the foregoing are hereby amended and supplemented, shall be and remain in full force and effect and are hereby incorporated into this instrument as if fully rewritten herein.

11. The invalidity or unenforceability of any provisions of this Amendment to Declaration shall not affect or impair the validity or enforceability of any other provision of this Amendment to Declaration.

12. All Exhibits referred to in this Amendment to Declaration and attached hereto constitute an integral part of this Amendment to Declaration.

IN WITNESS WHEREOF, Condominium Concepts, Inc., an Ohio Corporation, has caused this instrument to be executed by its duly authorized officers, this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

In The Presence of:

CONDOMINIUM CONCEPTS, INC.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

STATE OF OHIO                    )  
                                      ) SS:  
CUYAHOGA COUNTY                )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Condominium Concepts, Inc., an Ohio Corporation, by \_\_\_\_\_, its President, and \_\_\_\_\_, its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of Condominium Concepts, Inc., and each of them personally and as officers of Condominium Concepts, Inc.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, and hereby certify the foregoing acknowledgement, this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

\_\_\_\_\_  
Notary Public

This instrument prepared by:

Michael J. Linden, Esq.  
Boukalik & Linden  
666 Euclid Office Plaza, Suite 725  
Cleveland, Ohio 44114  
(216) 621-0590

CONSENT OF MORTGAGEE

The undersigned, METROPOLITAN SAVINGS ASSOCIATION, holder of a certain Mortgage from Condominium Concepts, Inc., an Ohio Corporation, recorded in Volume\_\_\_\_\_, Page\_\_\_\_\_ of Cuyahoga County, Ohio Mortgage Records, hereby consents to the execution and delivery of the First Amendment To Declaration of Condominium Ownership for Baywood Estates Condominiums, with Exhibits attached thereto, respecting the premises encumbered by said Mortgage, and to the filing thereof in the Office of the County Recorder of Cuyahoga County, Ohio, and further subjects the above-described Mortgage to the provisions of Chapter 5311, Ohio Revised Code, and to the provisions of the foregoing Declaration of Condominium Ownership with attached Exhibits.

IN WITNESS WHEREOF, METROPOLITAN SAVINGS ASSOCIATION, by its duly authorized officers, has executed the within instrument this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

Signed and Acknowledged  
in the Presence of:

METROPOLITAN SAVINGS ASSOCIATION

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

And: \_\_\_\_\_

STATE OF OHIO        )  
                          ) SS:  
CUYAHOGA COUNTY    )

BEFORE ME, a Notary Public in and for said County and State,  
appeared \_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_, known to me to be the \_\_\_\_\_  
and \_\_\_\_\_ respectively of METROPOLITAN SAVINGS  
ASSOCIATION, who acknowledged that they did execute the foregoing  
Consent of Mortgagee and that such execution was their free act  
and deed individually and as such officers of METROPOLITAN  
SAVINGS ASSOCIATION, and the free act and deed of said  
Association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and  
affixed my official seal at Cleveland, Ohio this \_\_\_\_\_ day of  
\_\_\_\_\_, 1985.

\_\_\_\_\_  
Notary Public

This Instrument Prepared by:

Michael J. Linden, Esq.  
Boukalik & Linden  
666 Euclid Office Plaza, Suite 725  
Cleveland, Ohio 44114  
(216) 621-0590

EXHIBIT "A"  
TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR BAYWOOD ESTATES CONDOMINIUMS

LEGAL DESCRIPTION OF PARCEL NO. 2

EXHIBIT "E"  
 TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP  
 FOR BAYWOOD ESTATES CONDOMINIUMS  
PERCENTAGES OF INTEREST

<u>Unit No. - Address</u>	<u>Bldg. No.</u>	<u>Unit Type</u>	<u>Square Footages</u>	<u>Percentages Of Interest</u>
3272 Richmond Road	2	B	1944	4.446
3276 Richmond Road	2	D	2249	5.143
3280 Richmond Road	2	A	1935	4.426
3284 Richmond Road	2	A	1935	4.426
3288 Richmond Road	2	C	2412	5.517
3244 Richmond Road	3	C	2040	4.666
3248 Richmond Road	3	B	1944	4.446
3252 Richmond Road	3	C	2435	5.569
3256 Richmond Road	3	A	1935	4.426
3260 Richmond Road	3	A	1935	4.426
3264 Richmond Road	3	D	2249	5.143
3268 Richmond Road	3	C	2040	4.666
3208 Richmond Road	4	E	2363	5.404
3212 Richmond Road	4	A*	2025	4.631
3216 Richmond Road	4	B	1944	4.446
3220 Richmond Road	4	A*	2025	4.631
3224 Richmond Road	4	A	1935	4.426
3228 Richmond Road	4	A	1935	4.426
3232 Richmond Road	4	C	2040	4.666
3236 Richmond Road	4	C	2040	4.666
3240 Richmond Road	4	E	2363	5.404

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3274  
1935  
4.039



Each Unit contains an Omni Room (combination living room/dining room ) Kitchen, Breakfast Room, Utility Room, and a Two Car attached Garage. Unit Types A, A\* and B have Two (2) Full Baths, Unit Types C and D have Two and One-Half (2-1/2) Baths and Unit Type E has Three (3) Full Baths. Unit Types A, A\*, B and C have two (2) Bedrooms and Unit Types D and E have either Three (3) Bedrooms or two (2) Bedrooms and another room which can be used as a Library, Den or Family Room. (A\* is a basic A Unit with a Modified Kitchen)

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Order Date: 01-02-2019  
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EXHIBIT "F"  
TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR BAYWOOD ESTATES CONDOMINIUMS

TEMPORARY EASEMENT FOR  
SOUTHERLY DRIVE

Order: GK36975P4  
Address: 3268 Richmond Road 3268  
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EXHIBIT "G"  
TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR BAYWOOD ESTATES CONDOMINIUMS

TEMPORARY EASEMENT FOR  
NORTHERLY DRIVE

Order: GK36975P4  
Address: 3268 Richmond Road 3268  
Order Date: 01-02-2019  
Document not for resale  
HomeWiseDocs

EXHIBIT "H"  
TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR BAYWOOD ESTATES CONDOMINIUMS  
UTILITY EASEMENT

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Address: 3268 Richmond Road 3268  
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EXHIBIT "B"  
TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR BAYWOOD ESTATES CONDOMINIUMS

LEGAL DESCRIPTION OF ADJACENT PARCEL

EXHIBIT "D"  
TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR BAYWOOD ESTATES CONDOMINIUMS

ADDITIONAL DRAWINGS

ATTACHED HERETO

Order: GK36975P4  
Address: 3268 Richmond Road 3268  
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EXHIBIT "I"  
TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR BAYWOOD ESTATES CONDOMINIUMS

CONDOMINIUM ROADWAY

Order: GK36975P4  
Address: 3268 Richmond Road 3268  
Order Date: 01-02-2019  
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EXHIBIT "A"  
TO SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR BAYWOOD ESTATES CONDOMINIUMS

LEGAL DESCRIPTION OF PARCEL NO. 3

Situated in the City of Beachwood, County of Cuyahoga and State of Ohio and known as being all of Sublot No. 211 and part of

SUPPLEMENT TO  
BAYWOOD ESTATES CONDOMINIUMS  
DISCLOSURE STATEMENT  
(Buildings No. 2, 3, and 4)

1. The Exhibit entitled "Types of Units" on page 29 of the Disclosure Statement is amended to reflect the following:

There are four basic floor plans designated as Types A, B, C, D, and E on the Drawings. Each of these Units has an Omni Room (combination living room/dining room), Kitchen, Breakfast Room, Utility Room, and a two and one half (2 1/2) car attached Garage. Unit Types A, B, and C have two (2) Bedrooms and Unit Types D and E may have three (3) Bedrooms. Unit Types A and B have two full baths, Unit Types C and D have two and one half (2 1/2) baths, and Unit Type E has three (3) full baths.

The availability of option is now limited since the Units are now substantially constructed.

2. The Exhibit entitled "Budget Projections", Note (7) on Page 36 of the Disclosure Statement is amended to show that taxes for a Unit Type E will be approximately \$3,118.00 per year.

3. The Exhibit entitled "Selling Prices" is deleted and is replaced by the attached Exhibit.

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BAYWOOD ESTATES CONDOMINIUMS

"Selling Prices"

<u>Address</u>	<u>Bldg. No.</u>	<u>Unit Type</u>	<u>Square Footages</u>	<u>Price</u>
3272	2	B	1944	\$166,500
3276	2	D	2249	SOLD
3280	2	A	1935	167,800
3284	2	A	1935	MODEL
3288	2	C	2040	MODEL
3244	3	C	2040	SOLD
3248	3	B	1944	SOLD
3252	3	C	2040	SOLD
3256	3	A	1935	SOLD
3260	3	A	1935	SOLD
3264	3	D	2249	SOLD
3268	3	C	2040	SOLD
3208	4	E	2363	206,900
3212	4	A*	2025	173,900
3216	4	B	1944	165,900
3220	4	A*	2025	173,900
3224	4	A	1935	176,900
3228	4	A	1935	173,900
3232	4	C	2040	183,900
3236	4	C	2040	183,900
3240	4	E	2363	SOLD

NOTES:

1. All Addresses are on Richmond Road.
2. Prices set forth above are for basic Units and are subject to change due to market conditions and/or construction costs.
3. The Developer reserves the right to not sell the Units located in Building No. 2 as these are presently used as Models and the Sales office; in the event these Units are offered for sale, they may contain certain decorator options not available on other Units.
4. For further information relative to the above, see the Sales Agents or the Developer.

BAYWOOD ESTATES CONDOMINIUMS  
CUYAHOGA COUNTY  
STATE OF OHIO

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Amendment To Declaration, together with the Supplemental Drawings attached hereto as an Exhibit, have been filed in the office of the County Auditor, Cuyahoga County, Ohio.

DATE: \_\_\_\_\_

CUYAHOGA COUNTY AUDITOR

BY: \_\_\_\_\_

This Instrument Prepared By:

BOUKALIK & LINDEN,  
Attorneys-at-Law  
668 Euclid Avenue, Suite 725  
Cleveland, Ohio 44114  
(216) 621-0590  
MISBWA

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
BAYWOOD ESTATES CONDOMINIUMS

THIS SECOND AMENDMENT TO DECLARATION is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 198\_, by Condominium Concepts, Inc., an Ohio Corporation (herein referred to as "Declarant"), for the purpose of submitting certain property to condominium use and ownership in accordance with the provisions of Chapter 5311 of the Ohio Revised Code (herein referred to as the "Act").

WHEREAS, on October 5, 1984, Declarant filed with the Cuyahoga County Recorder a Declaration of Condominium Ownership (herein referred to as the "Original Declaration") for Baywood Estates Condominium, which Original Declaration and By-Laws attached thereto, were recorded in Deed Volume 84-4708, Page 30, et seq. of Cuyahoga County Records, and which Original Declaration was accompanied by Drawings (herein referred to as the "Original Drawings") recorded in Volume 51 of Condominium Map Records, Pages 97 to 99 and Volume 52 of Condominium Map Records, pages 00 to 09 by which condominium ownership was established pursuant to the provisions of the Act for the Condominium Property (as defined in the Original Declaration); and

WHEREAS, on April 15, 1986, Declarant filed with Cuyahoga County Recorder a Declaration of Condominium Ownership (herein referred to as the "First Amendment") for Baywood Estates Condominiums, which First Amendment was recorded in Deed Volume 86-2274, Page 11, et seq. of Cuyahoga County Records, and which First Amendment was accompanied by Supplemental Drawings (herein referred to as the "Supplemental Drawings") recorded in Volume 60 of Condominium Map Records, Pages 82 to 93 et seq. by which condominium ownership was established pursuant to the provisions of the Act for a portion of the Additional Condominium Property (as defined in the First Amendment); and

WHEREAS, pursuant to the provisions of the Act, Declarant reserved the option in the Original Declaration to expand the Condominium Property by submitting the Additional Condominium Property, or any portion thereof (as defined in the Original Declaration) to the provisions of the Act; and

WHEREAS, Declarant, pursuant to the provisions in Article XIX of the Original Declaration, desires to amend the Original Declaration in accordance with the provisions of Section 5311.051 of the Act for the purpose of expanding the Condominium Property by adding thereto and making a part thereof, a portion of the Additional Condominium Property.

NOW THEREFORE, Declarant hereby declares as follows:

1. Declarant hereby submits to the provisions of the Act a portion of the "Additional Condominium Property" which consists of a portion of the land identified as the "Adjacent Parcel" in the Original Declaration and legally described in Exhibit "A" attached hereto, (herein referred to as "Parcel No. 3") the Additional Residential Buildings (as defined in the Original Declaration), all other structures, improvements, and facilities that may hereafter be constructed or installed on Parcel No. 3, all easements, rights and appurtenances thereunto belonging, and all articles of personal property that may be owned by Declarant and may be located on Parcel No. 3 for the common use of the Unit Owners (as defined in the Original Declaration).

2. Unless otherwise specifically defined herein, all terms used herein shall have the respective meanings ascribed thereto in the Original Declaration.

3. Unless the context expressly otherwise requires, all references in the Original Declaration, in the Bylaws attached thereto, in the Original Drawings and the Supplemental Drawings (as referred to in Subsection 3(c) hereof):

- (a) to "Condominium Property" - shall mean and include as a part thereof that part of the "Additional Condominium Property" as defined herein, and
- (b) to "Declaration" - shall mean and include as a part thereof this Amendment to Declaration of Condominium Ownership; and
- (c) to "Drawings" - shall mean and include as a part thereof the Supplemental Drawings attached hereto as Exhibit "D" (which comprise the "Additional Drawings", as defined in the Original Declaration), and were prepared and certified by Keeva J. Kekst, Registered Architect, and Elewski and Associates, Inc. Engineers, in accordance with Section 5311.07 of the Act; and
- (d) to "Residential Buildings" - shall mean and include as a part thereof the "Additional Residential Building" (as defined in the Original Declaration); and
- (e) to "Unit" - shall mean and include as a part thereof that part of the Additional Condominium Property designated in Article VI of the Original Declaration and delineated as such on the Supplemental Drawings.

4. Section 4.1 of the Original Declaration is hereby deleted and the following is substituted in lieu thereof:

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4.1 The Condominium Property (the purpose of which is to effect a plan for home ownership pursuant to the Act) consists of twenty-three (23) Units in four (4) buildings containing seven (7), nine (9), five (5) and two (2) Units, each as designated and delineated in Article VI of the Declaration and in the Drawings, each of which constitutes a separate residence, each of which constitutes a single freehold estate and each of which has an undivided interest in the Common Areas and Facilities appurtenant to it. The dimensions, layout, designation, location and approximate area of the Common Areas and Facilities and the Units, and the number of rooms contained within each Unit, are shown graphically on the Drawings.

5. Section 5.1 of the Original Declaration is hereby deleted and the following is substituted in lieu thereof:

5.1 The Condominium Property is principally comprised of four (4) buildings, one containing two (2) single family residences identified in the Drawings as Building No. 1, one containing five (5) single family residences identified in the Drawings as Building No. 2, one containing seven (7) single family residences identified in the Drawings as Building No. 3 and one containing nine (9) single family residences identified in the drawings as Building No. 4. The addresses, types of Units, square footages of each unit and a description of the Units are set forth in Exhibit "E" attached hereto.

All buildings are constructed principally of wood and block and the foundation is constructed principally of block, brick, and concrete. The driveways, patios and walkways are constructed principally of concrete.

6. The first two lines of Section 7.1 of the Original Declaration and Subsection (a) of said Section 7.1 are hereby deleted and the following is substituted in lieu thereof:

7.1 That part of the Condominium Property which comprises the Common Areas and Facilities consist of the following:

- (a) The land comprising Parcel No. 1, Parcel No. 2, and Parcel No. 3, foundations, supports, supporting walls, roofs, gutters, downspouts, and all other structural parts of the Residential Buildings, together with that portion of all utility lines, wires, pipes and conduits, for water, electricity, power and sewer services which connect each Unit with the main service lines providing such utility services, and all apparatus and all installations to be used in common, together with all unenclosed parking area(s), driveways and walkways, (except as set forth in Article VII) and further together with all parts of the Condominium Property which are necessary or convenient to the existence, maintenance and safety of the Condominium Property,

all replacements of any of the foregoing and all other parts of the Condominium Property which have not been designated or delineated as part of the Units in this Declaration or in the Drawings.

7. Pursuant to Section 19.3 of the Original Declaration, the respective percentages of interest pertaining to each Unit, as listed on Exhibit "E" attached to the Original Declaration are hereby amended to consist of the percentages of interest designated on Exhibit "E" attached hereto.

8. Exhibit "B" (Legal Description of Adjacent Parcel) is hereby replaced by Exhibit "B" attached hereto. Exhibit "F" (Temporary Easement for Southerly Drive) is hereby deleted in its entirety.

9. Notwithstanding any contrary provision in the Original Declaration or in the Bylaws attached thereto, the Unit Owners of the Units in the Additional Condominium Property shall not have any right or title to or interest in the operating funds of the Association nor any liability for expenses of the Association which are allocable to a period preceding the date on which this Amendment to Declaration is filed with the Cuyahoga County Recorder.

10. The Original Declaration, the Bylaws attached thereto, and the Original Drawings, as each of the foregoing are hereby amended and supplemented, shall be and remain in full force and effect and are hereby incorporated into this instrument as if fully rewritten herein.

11. The invalidity or unenforceability of any provisions of this Amendment to Declaration shall not affect or impair the validity or enforceability of any other provision of this Amendment to Declaration.

12. All Exhibits referred to in this Amendment to Declaration and attached hereto constitute an integral part of this Amendment to Declaration.

IN WITNESS WHEREOF, Condominium Concepts, Inc., an Ohio Corporation, has caused this instrument to be executed by its duly authorized officers, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

In The Presence of:

CONDOMINIUM CONCEPTS, INC.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

STATE OF OHIO  
CUYAHOGA COUNTY

)  
) SS:  
)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Condominium Concepts, Inc., an Ohio Corporation, by \_\_\_\_\_, its President, and \_\_\_\_\_, its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of Condominium Concepts, Inc., and each of them personally and as officers of Condominium Concepts, Inc.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, and hereby certify the foregoing acknowledgement, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Notary Public

This instrument prepared by:

Michael J. Linden, Esq.  
Boukalik & Linden  
668 Euclid Avenue, Suite 725  
Cleveland, Ohio 44114  
(216) 621-0590

Order: GK36975P4  
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EXHIBIT "B"  
TO SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR BAYWOOD ESTATES CONDOMINIUMS

LEGAL DESCRIPTION OF ADJACENT PARCEL

Situated in the City of Beachwood, County of Cuyahoga, and State of Ohio, and known as being all of Sublots Nos. 193 through 211, inclusive, and part of Falkener Road, (Proposed), in a Reallotment of the Van Sweringen Company's Shaker Country Estates Subdivision No. 32, of part of Original Warrensville Township Lot No. 49, as shown by the recorded plat in Volume 139 of Maps, Page 16 of Cuyahoga County Records, and part of Parcel 50 in the Re-Subdivision, of part of the Van Sweringen Company's Shaker Country Estates Subdivision No. 32, of part of Original Warrensville Township Lot No. 39 and 49, as shown by the recorded plat in Volume 110 of Maps, Page 17 of Cuyahoga County Records, being further bounded and described as follows:

Beginning at the intersection of the centerline of Chagrin Boulevard, 66 feet wide, with the centerline of Richmond Road, 100 feet wide, said point also being the Southeasterly corner of Original Lot No. 49;

Thence North 00 deg. 15' 30" East, along the centerline of said Richmond Road, 586.32 feet to a point;

Thence North 89 deg. 44' 30" West, 50.00 feet to the Southeasterly corner of Sublot No. 211, in the Westerly line of said Richmond Road, being the principal place of beginning of the parcel of land described herein;

Thence North 89 deg. 44' 30" West, along the Southerly line of said Sublot No. 211, 170.00 feet to the Southwesterly corner thereof;

Thence North 14 deg. 27' 00" West, along the Westerly line of Sublot Nos. 211 through 204, inclusive, 827.10 feet to the Northwesterly corner of said Sublot No. 204;

Thence North 23 deg. 41' 13" East, along the Northwesterly line of Sublot Nos. 203, 202 and 201, 327.18 feet to the Northwesterly corner of Sublot No. 201;



Thence North 00 deg. 15' 30" East, along the Westerly line of Sublot Nos. 200 through 196, inclusive, 500.00 feet to the Northwestern corner of said Sublot No. 196;

Thence North 14 deg. 53' 09" West, along the Westerly line of Sublot Nos. 195, 194 and 193, 284.90 feet to the Northeasterly corner of Sublot No. 192;

Thence South 61 deg. 52' 10" West, along the Northwestern line of said Sublot No. 192 and the Southwesterly prolongation of said Northwestern line, 290.65 feet to the centerline of Falkener Road, 60 feet wide, (Proposed);

Thence Northwesternly along the centerline of Falkener Road, (Proposed), and the arc of a circle deflecting to the left, 79.64 feet, said arc having a radius of 1276.17 and a chord bearing North 31 deg. 28' 56" West, 79.63 feet to a point;

Thence North 45 deg. 10' 50" East, and parallel with the centerline of Letchworth Road, 60 feet wide, 880.24 feet to the Westerly line of said Richmond Road;

Thence South 00 deg. 10' 50" West, along the Westerly line of said Richmond Road, 327.75 feet to an angle point;

Thence South 00 deg. 15' 30" West, along the Westerly line of said Richmond Road, 2100.06 feet to the principal place of beginning, be the same more or less, but subject to all legal highways. Bearings are to an assumed meridian and are used to denote angles only.

Excepting therefrom the premises described in "Exhibit A" to the Original Declaration (Legal Description of Parcel No. 1), the premises described in "Exhibit A" to the First Amendment (Legal Description of Parcel No. 2) and the premises described in Exhibit "A" herein (Legal Description of Parcel No. 3).

EXHIBIT "D"  
TO SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR BAYWOOD ESTATES CONDOMINIUMS

ADDITIONAL DRAWINGS

ATTACHED HERETO

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EXHIBIT "E"  
 TO SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP  
 FOR BAYWOOD ESTATES CONDOMINIUMS

PERCENTAGES OF INTEREST

<u>Unit No. - Address</u>	<u>Bldg. No.</u>	<u>Unit Type</u>	<u>Square Footages</u>	<u>Percentages Of Interest</u>
3292 Richmond Road	1	D	2571	5.331
3296 Richmond Road	1	A	1935	4.012
3272 Richmond Road	2	B	1944	4.031
3276 Richmond Road	2	D	2249	4.663
3280 Richmond Road	2	A	1935	4.012
3284 Richmond Road	2	A	1935	4.012
3288 Richmond Road	2	C	2412	5.001
3244 Richmond Road	3	C	2040	4.230
3248 Richmond Road	3	B	1944	4.031
3252 Richmond Road	3	C	2435	5.049
3256 Richmond Road	3	A	1935	4.012
3260 Richmond Road	3	A	1935	4.012
3264 Richmond Road	3	D	2249	4.663
3268 Richmond Road	3	C	2040	4.230
3208 Richmond Road	4	E	2363	4.899
3212 Richmond Road	4	A*	2025	4.199
3216 Richmond Road	4	B	1944	4.031
3220 Richmond Road	4	A*	2025	4.199
3224 Richmond Road	4	A	1935	4.012
3228 Richmond Road	4	A	1935	4.012
3232 Richmond Road	4	C	2040	4.230
3236 Richmond Road	4	C	2040	4.230
3240 Richmond Road	4	E	2363	4.899

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100%

Each Unit contains an Omni Room (combination living room/dining room ) Kitchen, Breakfast Room, Utility Room, and a Two Car attached Garage. Unit Types A, A\* and B have Two (2) Full Baths, Unit Types C and D have Two and One-Half (2-1/2) Baths and Unit Type E has Three (3) Full Baths. Unit Types A, A\*, B and C have two (2) Bedrooms and Unit Types D and E have either three (3) Bedrooms or two (2) Bedrooms and another room which can be used as a Library, Den or Family Room. (A\* is a basic A Unit with a Modified Kitchen/Utility Room Area)

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24-Jul-95

BAYWOOD STATES CONDOMINIUMS  
#0025  
1995 BUDGET  
REVISED AS OF 8-1-95

UNIT	% OF INT.	MAINT. CODE 12	CAP RES CODE 13	TOTAL
3208	4.899	216.90 ✓	35.95	252.85 ✓
3212	4.199	185.91 ✓	30.82	216.72
3216	4.031	178.47 ✓	29.58	208.05
3220	4.199	185.91 ✓	30.82	216.72
3224	4.012	177.63 ✓	29.44	207.07
3228	4.012	177.63 ✓	29.44	207.07
3232	4.23	187.28 ✓	31.04	218.32
3236	4.23	187.28 ✓	31.04	218.32
3240	4.899	216.90 ✓	35.95	252.85
3244	4.23	187.28 ✓	31.04	218.32
3248	4.031	178.47 ✓	29.58	208.05
3252	5.049	223.54 ✓	37.06	260.60
3256	4.012	177.63 ✓	29.44	207.07
3260	4.012	177.63 ✓	29.44	207.07
3264	4.663	206.45 ✓	34.22	240.67
3268	4.23	187.28 ✓	31.04	218.32
3272	4.031	178.47 ✓	29.58	208.05
3276	4.663	206.45 ✓	34.22	240.67
3280	4.012	177.63 ✓	29.44	207.07
3284	4.012	177.63 ✓	29.44	207.07
3288	5.001	221.42 ✓	36.70	258.12
3292	5.331	236.03 ✓	39.13	275.15
3296	4.012	177.63 ✓	29.44	207.07

100 4427.42 733.92 5161.33<sup>27</sup>

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Order: GK36975P4  
Address: 3268 Richmond Road 3268  
Order Date: 01-02-2019  
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*Annual Budget*

61365 / 5705

19-Jan-00

BAYWOOD STATES CONDOMINIUMS  
#0025  
2000 BUDG ET

UNIT	% OF INT.	MAINT. CODE 12	CAP RES CODE 13	TOTAL	SPECIAL ASSESS.
3208	4.899	254.99	35.95	290.95	197.18
3212	4.199	218.56	30.82	249.38	169.01
3216	4.031	209.81	29.58	239.40	162.25
3220	4.199	218.56	30.82	249.38	169.01
3224	4.012	208.82	29.44	238.27	161.48
3228	4.012	208.82	29.44	238.27	161.48
3232	4.23	220.17	31.04	251.22	170.26
3236	4.23	220.17	31.04	251.22	170.26
3240	4.899	254.99	35.95	290.95	197.18
3244	4.23	220.17	31.04	251.22	170.26
3248	4.031	209.81	29.58	239.40	162.25
3252	5.049	262.80	37.06	299.86	203.22
3256	4.012	208.82	29.44	238.27	161.48
3260	4.012	208.82	29.44	238.27	161.48
3264	4.663	242.71	34.22	276.93	187.69
3268	4.23	220.17	31.04	251.22	170.26
3272	4.031	209.81	29.58	239.40	162.25
3276	4.663	242.71	34.22	276.93	187.69
3280	4.012	208.82	29.44	238.27	161.48
3284	4.012	208.82	29.44	238.27	161.48
3288	5.001	260.30	36.70	297.01	201.29
3292	5.331	277.48	39.13	316.60	214.57
3296	4.012	208.82	29.44	238.27	161.48

100 5205.00 733.92 5938.92 4025.00

ANNUAL 62460 8807 71267

CUYAHOGA COUNTY  
OFFICE OF FISCAL OFFICER - 8  
DECL 4/24/2013 12:55:39 PM  
**201304240287**

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
BAYWOOD ESTATES CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
CONDOMINIUM OWNERSHIP FOR BAYWOOD ESTATES CONDOMINIUMS  
RECORDED AT VOLUME 84-4708, PAGE 30 ET SEQ. OF THE CUYAHOGA  
COUNTY RECORDS.

Order: GK36975P4  
Address: 3268 Richmond Road 3268  
Order Date: 01-02-2019  
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**AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
BAYWOOD ESTATES CONDOMINIUMS**

WHEREAS, the Declaration of Condominium Ownership for Baywood Estates Condominiums (the "Declaration") was recorded at Cuyahoga County Records Volume 84-4708, Page 30 et seq., and

WHEREAS, the Baywood Estates Condominium Association (the "Association") is a corporation consisting of all Unit Owners in Baywood Estates and as such is the representative of all Unit Owners, and

WHEREAS, Declaration Article XX, Section 20.2 authorizes amendments to the Declaration, and

WHEREAS, Unit Owners representing at least 75% of the Association's current voting power have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 78.27% of the Association's voting power as of April 1, 2013, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 78.27% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President stating that copies of the Amendment will be mailed by certified mail or hand delivered or sent by telegram to all first mortgagees on the records of the Association once the Amendment is recorded with the Cuyahoga County Fiscal Office, and

WHEREAS, attached hereto as Exhibit B is a certification from the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendment, and



WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Baywood Estates Condominiums is hereby amended by the following:

**DELETE DECLARATION ARTICLE IV, SECTION 4.2(l) in its entirety.** Said deletion to be taken from Pages 6-7 of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., and as amended at Instrument No. 200505030004.

**INSERT a new DECLARATION ARTICLE IV, SECTION 4.2(l).** Said new addition, to be added on Page 6 of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., is as follows:

- (l) 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. The intent of this restriction is to create and maintain a community of resident Unit Owners, subject to the following:
  - (i) This restriction does not apply to:
    - (a) Units that are occupied by the parent(s) or child(ren) of the Unit Owner(s); or,
    - (b) any Unit Owner(s) leasing or renting his/her Unit at the time of recording of this amendment with the Cuyahoga County Fiscal Office, and who has registered his/her Unit as being leased with the Association within 90 days of the recording of this amendment ("Grandfathered Unit"), said Unit Owner(s) can continue to enjoy the privilege of leasing that Unit until the title to said Grandfathered Unit is transferred to a subsequent Unit Owner(s), at which time the Unit

will no longer be classified as a Grandfathered Unit.

- (ii) To meet a special situation and to avoid a practical difficulty or other undue hardship, each Unit Owner(s) has the right to lease his/her Unit to a specified lessee for a one-time period of no more than 24 consecutive months. To exercise this right, the Unit Owner cannot be more than 30 days delinquent in any assessment or other payment due to the Association and the Unit Owner must provide the Board with prior, written notice at least 10 business days prior to the commencement of the lease. 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.
- (iii) In no event can a Unit be rented or leased by the Unit Owner(s) for transient purposes, which is defined to mean a rental for any period less than six full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Unit, in whole or in part, is also prohibited.
- (iv) In addition, 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 such delinquency is paid in full.
- (v) Any land contract for the sale of a Unit must be recorded with the Cuyahoga County Fiscal Office and a recorded copy of the land contract must be delivered to the Board within 30 days of such recording. Any land contract not recorded is an impermissible lease.

- (vi) All leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and Rules and regulations. When a Unit Owner leases his/her Unit, the Unit Owner(s) relinquish all amenity privileges, but continue(s) to be responsible for all obligations of ownership of his/her Unit and is/are jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or 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.
  
- (vii) In accordance with Ohio law, the Association may initiate eviction proceedings to evict any tenant, for any violation of the Declaration, Bylaws, Rules and regulations, or applicable laws, by the tenant, any Occupant of the Unit, or the Unit Owner of the Unit. The action will be brought by the Association, as the Unit Owner(s)'s agent, in the name of the Unit Owner(s). In addition to any procedures required by State law, the Association will give the Unit Owner(s) at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, be charged to the Unit Owner(s) and the subject of a special Assessment against the offending Unit Owner and made a lien against that Unit.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on the leasing of Units. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. 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, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Baywood Estates Condominium Association has caused the execution of this instrument this 17<sup>th</sup> day of April, 2013.

**BAYWOOD ESTATES CONDOMINIUM ASSOCIATION**

By: *Gene Zuckerman*  
GENE ZUCKERMAN, its President

By: *Paul Siegel*  
PAUL SIEGEL, its Secretary

STATE OF OHIO )  
                                  ) SS  
COUNTY OF Cuyahoga )

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Baywood Estates Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Cleveland, Ohio, this 17<sup>th</sup> day of April, 2013.

*Edward F. Donnelly*  
NOTARY PUBLIC

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

Place notary stamp/seal here:  
EDWARD F. DONNELLY  
NOTARY PUBLIC - STATE OF OHIO  
RECORDED IN LAKE COUNTY  
MY COMMISSION EXPIRES OCTOBER 18, 2014

**EXHIBIT A**

**AFFIDAVIT**

STATE OF OHIO )

COUNTY OF Cuyahoga )

SS

GENE ZUCKERMAN, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Baywood Estates Condominium Association.
2. He caused copies of the Amendment to the Declaration to be mailed by certified mail or hand delivered or sent by telegram to all first mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.
3. Further affiant sayeth naught.

  
GENE ZUCKERMAN, President

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Chesterland, Ohio, this 17<sup>th</sup> day of April, 2013.

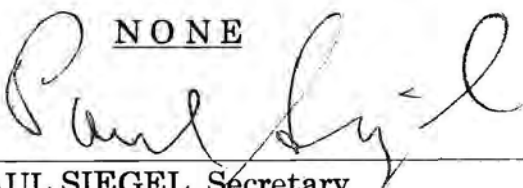
  
NOTARY PUBLIC

Place notary stamp/seal here:  
  
EDWARD F. DONNELLY  
NOTARY PUBLIC STATE OF OHIO  
RECORDED IN L. S. COUNTY  
MY COMMISSION EXPIRES OCTOBER 18, 2014

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Baywood Estates Condominium Association, hereby certifies that there is on file in the Association's records, the names of the following mortgagees, if any, who have consented to the proposed Amendment to the Declaration.

NONE  
  
\_\_\_\_\_  
PAUL SIEGEL, Secretary

STATE OF OHIO                     )  
  )  
COUNTY OF Cuyahoga        )       SS

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Chester, Ohio, this 17<sup>th</sup> day of July, 2013.

  
\_\_\_\_\_  
NOTARY PUBLIC

Place notary stamp/seal here:  
EDWARD F. DONNELLY  
NOTARY PUBLIC - STATE OF OHIO  
RECORDED IN LAKE COUNTY  
\*my COMMISSION EXPIRES OCTOBER 18, 2014

CUYAHOGA COUNTY RECORDER  
PATRICK J. O'MALLEY - 6  
DECL 10/20/2006 01:54:28 PM  
**200610200689**

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
BAYWOOD ESTATES CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
CONDOMINIUM OWNERSHIP FOR BAYWOOD ESTATES CONDOMINIUMS  
RECORDED AT VOLUME 84-4708, PAGE 30 ET SEQ., OF THE CUYAHOGA COUNTY  
RECORDS.

Order: GK36975P4  
Address: 3268 Richmond Road 3268  
Order Date: 01-02-2019  
Document not for resale  
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AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
BAYWOOD ESTATES CONDOMINIUMS

WHEREAS, the Declaration of Condominium Ownership for Baywood Estates Condominiums (the "Declaration") and the Bylaws of Baywood Estates Condominium Association (the "Bylaws"), Exhibit "C" to the Declaration, were recorded at Cuyahoga County Records Volume 84-4708, Page 30 et seq., and

WHEREAS, the Baywood Estates Condominium Association (the "Association") is a corporation consisting of all Unit Owners in Baywood Estates and as such is the representative of all Unit Owners, and

WHEREAS, Article XX, Section 20.2 of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Unit Owners representing at least 75% of the Association's voting power have executed instruments in writing setting forth specifically the matter to be added (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 82.6% of the Association's voting power as of September 15, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 82.6% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President that copies of the Amendment will be mailed by certified mail or hand delivered or sent by telegram to all first mortgagees on the records of the Association once the Amendment is recorded with the Cuyahoga County Recorder's Office, and

WHEREAS, attached hereto as Exhibit B is a certification from the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendment, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Baywood Estates Condominiums have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Baywood Estates Condominiums is hereby amended by the following:



INSERT a new DECLARATION ARTICLE IV, SECTION 4.2(q). Said new addition, to be added on Page 7 of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., is as follows:

- (q) No person who is adjudicated to be a sexual predator or a habitual sex offender and required to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy a Unit for any length of time. Any violation of this restriction shall subject the Unit Owner and/or any Occupant of the Unit to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Unit Owner or Occupant, or anyone visiting any Unit Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on the occupancy of Units. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Baywood Estates Condominium Association has caused the execution of this instrument this 16<sup>th</sup> day of October, 2006.

**BAYWOOD ESTATES CONDOMINIUM ASSOCIATION**

By: 

WARREN GILL, its President

By: 

ALLAN MORRIS, its Secretary

Order: GK36975P4

Address: 3268 Richmond Road 3268

Order Date: 01-02-2019

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STATE OF OHIO )  
 )  
COUNTY OF Cuyahoga ) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Baywood Estates Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 3 of 6, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Beachwood, Ohio, this 16<sup>th</sup> day of October, 2006.

Edward F. Dunsley  
NOTARY PUBLIC  
EDWARD F. DUNSLEY  
Notary Public for the State of Ohio  
My Commission Expires Oct. 13, 2010

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

Order: GK36975P4  
Address: 3268 Richmond Road 3268  
Order Date: 01-02-2019  
Page 4 of 6  
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EXHIBIT A

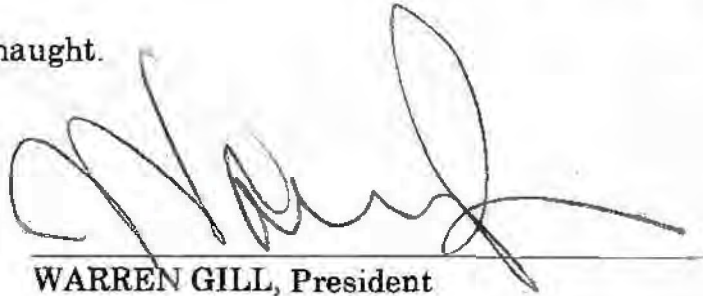
AFFIDAVIT

STATE OF OHIO )  
 )  
COUNTY OF Cuyahoga )

SS

WARREN GILL, being first duly sworn, states as follows:


1. He is the duly elected and acting President of the Baywood Estates Condominium Association.
2. He caused copies of the Amendment to the Declaration of Condominium Ownership for Baywood Estates Condominiums to be mailed by certified mail or hand delivered or sent by telegram to all first mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.
3. Further affiant sayeth naught.



WARREN GILL, President

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Beachwood, Ohio, this 16<sup>th</sup> day of October, 2006.



NOTARY PUBLIC  
EDWARD F. DONNELLY  
Notary Public for the State of Ohio  
My Commission Expires Oct. 18, 2009

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Baywood Estates Condominium Association, hereby certifies that there is on file in the Association's records, the names of the following mortgagees, if any, who have consented to the proposed Amendment to the Declaration of Condominium Ownership for Baywood Estates Condominiums.

NONE

Allan E. Morris  
ALLAN MORRIS, Secretary

STATE OF OHIO

COUNTY OF Cuyahoga )

) SS

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Beachwood, Ohio, this 16<sup>th</sup> day of October, 2006.

Edward F. Donnelly  
NOTARY PUBLIC

EDWARD F. DONNELLY  
Notary Public for the State of Ohio  
My Commission Expires 01-15-2009

Order: 01-02-2019  
Address: 3268 Richmond Road 3268

Order Date: 01-02-2019

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**COPY**

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
BAYWOOD ESTATES CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
CONDOMINIUM OWNERSHIP FOR BAYWOOD ESTATES CONDOMINIUMS  
RECORDED AT VOLUME 84-4708, PAGE 30 ET SEQ. OF THE CUYAHOGA COUNTY  
RECORDS.

Order: GK36975P4

Address: 3268 Richmond Road 3268

Order Date: 01-02-2019

Document not for resale

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AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
BAYWOOD ESTATES CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Baywood Estates Condominiums (the "Declaration") and the Bylaws of Baywood Estates Condominiums (the "Bylaws"), Exhibit "C" to the Declaration, were recorded at Cuyahoga County Records Volume 84-4709, Page 4 et seq., and

WHEREAS, Section 5311.05(E)(1) of the Ohio Revised Code, as amended on July 20, 2004, authorizes the Board of Directors, without a vote of the Owners, to amend the Declaration "to bring the Declaration in compliance with this Chapter," and

WHEREAS, the Board of Directors approved the following matters to be modified (the "Amendments") in order to bring the Declaration into compliance with Ohio Revised Code Chapter 5311, and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Baywood Estates Condominiums have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Baywood Estates Condominiums is hereby amended by the Board of Directors as follows:

- ✓(1) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements."
- (2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements."
- ✓(3) All references in the Declaration and Bylaws to the term "Board of Managers" shall be replaced with the term "Board of Directors."
- (4) DELETE DECLARATION ARTICLE IX, entitled "SERVICE OF PROCESS" in its entirety. Said deletion is to be made on Page 10 of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq.

INSERT a new DECLARATION ARTICLE IX, entitled "SERVICE OF PROCESS." Said addition, to be made on Page 10 of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., is as follows:

ARTICLE IX  
SERVICE OF PROCESS

The person to receive service of process for the Association shall be as designated by the Board. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

- (5) INSERT a new SECTION 18.3, entitled "Enforcement Assessments," to the end of DECLARATION ARTICLE XVIII. Said new addition, to be added on Page 24 of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., is as follows:

✓ 18.3 Enforcement Assessments. In accordance with Ohio Revised Code Section 5311.081(B)(12), the Board shall have the authority to impose interest and administrative late fees for the late payment of Assessments; impose returned check charges; and, in accordance with the procedure outlined in Ohio Revised Code Section 5311.081(C)(1), impose reasonable enforcement Assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements.

- (6) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ARTICLE XII, SECTION 12.2. Said new addition, to be added on Page 13 of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., is as follows:

✓ In accordance with Ohio Revised Code Section 5311.18(A)(1)(b), the Association has a lien upon each Unit's ownership interest for any unpaid interest, administrative late fees, enforcement Assessments, and collection costs, attorney's fees, and paralegal fees.

- (7) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ARTICLE IV, SECTION 4.2(1). Said new addition, to be added on Page 7 of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., and is as follows:

✓ In accordance with Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, 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 shall give the Unit Owner at least ten days

written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Unit Owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

(8) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of BYLAWS ARTICLE VII, SECTION 7.1, entitled "Obligation of Unit Owners." Said new addition, to be added on Page 16 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(2), the Association shall credit payments made by a Unit Owner in the following order of priority:

- (1) First, to interest owed to the Association;
- (2) Second, to administrative late fees owed to the Association;
- (3) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and
- (4) Fourth, to the principal amounts the Unit Owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.

(9) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of BYLAWS ARTICLE VII, SECTION 7.11, entitled "Remedies for Failure to Pay Assessments." Said new addition, to be added on Page 19 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(18), when a Unit Owner is delinquent in the payment of Assessments for more than thirty (30) days, the Board may, by a majority vote, suspend the voting privileges of the owner and/or right of the occupants to use the recreational facilities.

(10) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of BYLAWS ARTICLE VII, SECTION 7.15, entitled "Special Services." Said new addition, to be added on Page 20 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(15), the Board may impose reasonable charges to the Unit Owner for providing copies of the Declaration, Bylaws or amendments thereto as well as reasonable charges for the handling of re-financing and/or resale documentation, and/or statements of unpaid Assessments.

3268 Richmond Road 3268

Order Date: 01-02-2019

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(11) INSERT a new SECTION 4.2(p), entitled "Owner/Resident Information," to DECLARATION ARTICLE IV. Said new addition, to be added on Page 7 of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., is as follows:

✓ (p) Owner/Resident Information. In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Unit Owner shall, within thirty (30) days of the recording of this Amendment or within thirty (30) days of title transferring to the Unit Owner, provide to the Association the Unit Owner's and/or all occupants' names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any person who manages the Unit as an agent of that Owner. Any change in the information shall be provided to the Board, in writing, within thirty (30) days of said change.

(12) INSERT a new 4<sup>th</sup> SENTENCE to the end of BYLAWS ARTICLE IV, SECTION 4.12, entitled "Regular Meetings." Said new addition, to be added on Page 11 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., is as follows:

✓ In accordance with Ohio Revised Code Section 5311.08(A)(4)(a), any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to every other Board member.

(13) INSERT a new PARAGRAPH (h) to BYLAWS ARTICLE IV, SECTION 4.9, entitled "Other Duties," and INSERT new SUBPARAGRAPHS (1), (2), (3), (4), (5), (6), and (7), thereafter. Said new additions to be added on Page 10 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., is as follows:

(h) In accordance with Ohio Revised Code Section 5311.081(B), in addition to all other powers enumerated herein, the Board may exercise all powers of the Association, including the power to do the following:

✓ (1) Hire and fire attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and/or operation of the Condominium Property and the Association;

✓ (2) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the

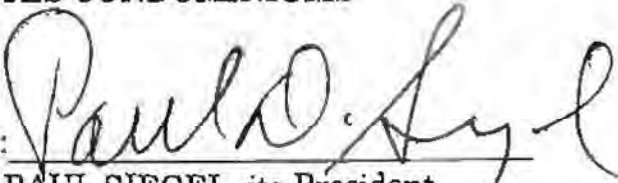
name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;

- ✓ (3) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
- ✓ (4) Grant easements, leases, licenses, and concessions through or over the Common Elements;
- ✓ (5) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;
- ✓ (6) Purchase insurance and fidelity bonds the Board considers appropriate or necessary; and
- ✓ (7) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of the above amendments. Upon the recording of these amendments, only Unit Owners of record at the time of such filing shall have standing to contest the validity of these amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendments.

IN WITNESS WHEREOF, the said Baywood Estates Condominiums has caused the execution of this instrument this 28<sup>th</sup> day of April, 2005.


BAYWOOD ESTATES CONDOMINIUMS

By:   
PAUL SIEGEL, its President

STATE OF OHIO                    )  
  )  
COUNTY OF CUYAHOGA        )        SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Baywood Estates Condominiums, by Paul Siegel, its President, who acknowledged that he did sign the foregoing instrument, on Page 6 of 7, and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Beachwood, Ohio, this 28<sup>th</sup> day of April, 2005.

  
\_\_\_\_\_  
NOTARY PUBLIC  
EDWARD F. DONNELLY  
Notary Public for the State of Ohio  
My Commission Expires Oct. 18, 2009

This instrument prepared by:  
KAMAN & CUSIMANO, Attorneys at Law  
50 Public Square  
600 Terminal Tower  
Cleveland, Ohio 44113  
(216) 696-0650

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CUYAHOGA COUNTY RECORDER  
PATRICK J. O'MALLEY  
DECL 05/03/2005 09:20:25 AM  
**200505030004**

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
BAYWOOD ESTATES CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
CONDOMINIUM OWNERSHIP FOR BAYWOOD ESTATES CONDOMINIUMS  
RECORDED AT VOLUME 84-4708, PAGE 30 ET SEQ. OF THE CUYAHOGA COUNTY  
RECORDS.

CUYAHOGA COUNTY RECORDER  
200505030004 PAGE 1 of 7  
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AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
BAYWOOD ESTATES CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Baywood Estates Condominiums (the "Declaration") and the Bylaws of Baywood Estates Condominiums (the "Bylaws"), Exhibit "C" to the Declaration, were recorded at Cuyahoga County Records Volume 84-4709, Page 4 et seq., and

WHEREAS, Section 5311.05(E)(1) of the Ohio Revised Code, as amended on July 20, 2004, authorizes the Board of Directors, without a vote of the Owners, to amend the Declaration "to bring the Declaration in compliance with this Chapter," and

WHEREAS, the Board of Directors approved the following matters to be modified (the "Amendments") in order to bring the Declaration into compliance with Ohio Revised Code Chapter 5311, and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Baywood Estates Condominiums have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Baywood Estates Condominiums is hereby amended by the Board of Directors as follows:

- (1) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements."
- (2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements."
- (3) All references in the Declaration and Bylaws to the term "Board of Managers" shall be replaced with the term "Board of Directors."
- (4) DELETE DECLARATION ARTICLE IX, entitled "SERVICE OF PROCESS" in its entirety. Said deletion is to be made on Page 10 of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq.

INSERT a new DECLARATION ARTICLE IX, entitled "SERVICE OF PROCESS." Said addition, to be made on Page 10 of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., is as follows:

**ARTICLE IX**  
**SERVICE OF PROCESS**

The person to receive service of process for the Association shall be as designated by the Board. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

- (5) INSERT a new SECTION 18.3, entitled "**Enforcement Assessments**," to the end of DECLARATION ARTICLE XVIII. Said new addition, to be added on Page 24 of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., is as follows:

**18.3 Enforcement Assessments.** In accordance with Ohio Revised Code Section 5311.081(B)(12), the Board shall have the authority to impose interest and administrative late fees for the late payment of Assessments; impose returned check charges; and, in accordance with the procedure outlined in Ohio Revised Code Section 5311.081(C)(1), impose reasonable enforcement Assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements.

- (6) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ARTICLE XII, SECTION 12.2. Said new addition, to be added on Page 13 of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(1)(b), the Association has a lien upon each Unit's ownership interest for any unpaid interest, administrative late fees, enforcement Assessments, and collection costs, attorney's fees, and paralegal fees.

- (7) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ARTICLE IV, SECTION 4.2(1). Said new addition, to be added on Page 7 of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., and is as follows:

In accordance with Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, 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 shall give the Unit Owner at least ten days

written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Unit Owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

(8) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of BYLAWS ARTICLE VII, SECTION 7.1, entitled "Obligation of Unit Owners." Said new addition, to be added on Page 16 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(2), the Association shall credit payments made by a Unit Owner in the following order of priority:

- (1) First, to interest owed to the Association;
- (2) Second, to administrative late fees owed to the Association;
- (3) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and
- (4) Fourth, to the principal amounts the Unit Owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.

(9) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of BYLAWS ARTICLE VII, SECTION 7.11, entitled "Remedies for Failure to Pay Assessments." Said new addition, to be added on Page 19 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(18), when a Unit Owner is delinquent in the payment of Assessments for more than thirty (30) days, the Board may, by a majority vote, suspend the voting privileges of the owner and/or right of the occupants to use the recreational facilities.

(10) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of BYLAWS ARTICLE VII, SECTION 7.15, entitled "Special Services." Said new addition, to be added on Page 20 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(15), the Board may impose reasonable charges to the Unit Owner for providing copies of the Declaration, Bylaws or amendments thereto as well as reasonable charges for the handling of re-financing and/or resale documentation, and/or statements of unpaid Assessments.

(11) INSERT a new SECTION 4.2(p), entitled "Owner/Resident Information," to DECLARATION ARTICLE IV. Said new addition, to be added on Page 7 of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., is as follows:

(p) Owner/Resident Information. In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Unit Owner shall, within thirty (30) days of the recording of this Amendment or within thirty (30) days of title transferring to the Unit Owner, provide to the Association the Unit Owner's and/or all occupants' names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any person who manages the Unit as an agent of that Owner. Any change in the information shall be provided to the Board, in writing, within thirty (30) days of said change.

(12) INSERT a new 4<sup>th</sup> SENTENCE to the end of BYLAWS ARTICLE IV, SECTION 4.12, entitled "Regular Meetings." Said new addition, to be added on Page 11 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.08(A)(4)(a), any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to every other Board member.

(13) INSERT a new PARAGRAPH (h) to BYLAWS ARTICLE IV, SECTION 4.9, entitled "Other Duties," and INSERT new SUBPARAGRAPHS (1), (2), (3), (4), (5), (6), and (7), thereafter. Said new additions to be added on Page 10 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., is as follows:

(h) In accordance with Ohio Revised Code Section 5311.081(B), in addition to all other powers enumerated herein, the Board may exercise all powers of the Association, including the power to do the following:

- (1) Hire and fire attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and/or operation of the Condominium Property and the Association;
- (2) Commence, defend, intervene in, settle, or compromise any civil, criminal, 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 and relates to matters affecting the Condominium Property;

- (3) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
- (4) Grant easements, leases, licenses, and concessions through or over the Common Elements;
- (5) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;
- (6) Purchase insurance and fidelity bonds the Board considers appropriate or necessary; and
- (7) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of the above amendments. Upon the recording of these amendments, only Unit Owners of record at the time of such filing shall have standing to contest the validity of these amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendments.

IN WITNESS WHEREOF, the said Baywood Estates Condominiums has caused the execution of this instrument this 28<sup>th</sup> day of April, 2005.

BAYWOOD ESTATES CONDOMINIUMS

By: Paul Siegel  
PAUL SIEGEL, its President


CUYAHOGA COUNTY RECORDER  
200605030004 PAGE 6 of 7

STATE OF OHIO  
COUNTY OF CUYAHOGA

)  
)  
)  
SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Baywood Estates Condominiums, by Paul Siegel, its President, who acknowledged that he did sign the foregoing instrument, on Page 6 of 7, and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Beachwood Ohio, this 28<sup>th</sup> day of April, 2005.

  
NOTARY PUBLIC  
EDWARD F. DONNELLY  
Notary Public for the State of Ohio  
My Commission Expires Oct. 18, 2009

This instrument prepared by:  
KAMAN & CUSIMANO, Attorneys at Law  
50 Public Square  
600 Terminal Tower  
Cleveland, Ohio 44113  
(216) 696-0650

CUYAHOGA COUNTY RECORDER  
200505030004 PAGE 7 of 7

RECEIVED MAY 20 2005

*Kaman & Cusimano*

*Attorneys at Law*

*Terminal Tower*

*50 Public Square, Suite 600*

*Cleveland, Ohio 44113*

*(216) 696-0650*

*Telefax (216) 771-8478*

*\*David W. Kaman*

*Joseph J. Cusimano*

*Also admitted to practice in Florida*

*Robert E. Kmiecik*

*Darcy Nehling Good*

*Russell Spack*

*Linda J. Habinek*

May 19, 2005

Baywood Estates Condominium  
c/o Ed Donnelly  
Western Reserve  
1703 Brookpark Road  
Cleveland, Ohio 44109

Re: H.B. 135 Amendments

Dear Mr. Donnelly:

Enclosed, please find a copy of the fully executed and recorded H.B. 135 Amendments to the Declaration of Condominium Ownership for Baywood Estates Condominiums. The Amendments were filed with the Cuyahoga County Recorder's Office on May 3, 2005, at Instrument No. 200505030004. The Amendments became binding and effective on the date they were filed.

At this point in time, your Board must provide each owner with a copy of the Amendments. Owners should be advised to **file the Amendments** with their respective copy of the Declaration and Bylaws and **that all of the documents must be passed onto the future buyer of their unit.**

With the receipt of the recorded Amendments, our work on this matter is complete and I have closed our file accordingly. Should you or any of the Board members have any questions or wish to further discuss this matter, please do not hesitate to telephone me.

Sincerely yours,

*David W. Kaman*

DAVID W. KAMAN

DWK:sh

Enclosure

xc: All Board Members (letter only)

Order: GK36975P4

Address: 3268 Richmond Road 3268

Order Date: 01-02-2019

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BAYWOOD ESTATES CONDOMINIUMS  
CUYAHOGA COUNTY  
STATE OF OHIO

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Amendment To Declaration, together with the Supplemental Drawings attached hereto as an Exhibit, have been filed in the office of the County Auditor, Cuyahoga County, Ohio.

DATE: \_\_\_\_\_

CUYAHOGA COUNTY AUDITOR

BY: \_\_\_\_\_

This Instrument Prepared By:

BOUKALIK & LINDEN,  
Attorneys-at-Law  
668 Euclid Avenue, Suite 725  
Cleveland, Ohio 44114  
(216) 621-0590  
MISBWA

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
BAYWOOD ESTATES CONDOMINIUMS

THIS SECOND AMENDMENT TO DECLARATION is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 198\_, by Condominium Concepts, Inc., an Ohio Corporation (herein referred to as "Declarant"), for the purpose of submitting certain property to condominium use and ownership in accordance with the provisions of Chapter 5311 of the Ohio Revised Code (herein referred to as the "Act").

WHEREAS, on October 5, 1984, Declarant filed with the Cuyahoga County Recorder a Declaration of Condominium Ownership (herein referred to as the "Original Declaration") for Baywood Estates Condominium, which Original Declaration and By-Laws attached thereto, were recorded in Deed Volume 84-4708, Page 30, et seq. of Cuyahoga County Records, and which Original Declaration was accompanied by Drawings (herein referred to as the "Original Drawings") recorded in Volume 51 of Condominium Map Records, Pages 97 to 99 and Volume 52 of Condominium Map Records, pages 00 to 09 by which condominium ownership was established pursuant to the provisions of the Act for the Condominium Property (as defined in the Original Declaration); and

WHEREAS, on April 15, 1986, Declarant filed with Cuyahoga County Recorder a Declaration of Condominium Ownership (herein referred to as the "First Amendment") for Baywood Estates Condominiums, which First Amendment was recorded in Deed Volume 86-2274, Page 11, et seq. of Cuyahoga County Records, and which First Amendment was accompanied by Supplemental Drawings (herein referred to as the "Supplemental Drawings") recorded in Volume 60 of Condominium Map Records, Pages 82 to 93 et seq. by which condominium ownership was established pursuant to the provisions of the Act for a portion of the Additional Condominium Property (as defined in the First Amendment); and

WHEREAS, pursuant to the provisions of the Act, Declarant reserved the option in the Original Declaration to expand the Condominium Property by submitting the Additional Condominium Property, or any portion thereof (as defined in the Original Declaration) to the provisions of the Act; and

WHEREAS, Declarant, pursuant to the provisions in Article XIX of the Original Declaration, desires to amend the Original Declaration in accordance with the provisions of Section 5311.051 of the Act for the purpose of expanding the Condominium Property by adding thereto and making a part thereof, a portion of the Additional Condominium Property.

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NOW THEREFORE, Declarant hereby declares as follows:

1. Declarant hereby submits to the provisions of the Act a portion of the "Additional Condominium Property" which consists of a portion of the land identified as the "Adjacent Parcel" in the Original Declaration and legally described in Exhibit "A" attached hereto, (herein referred to as "Parcel No. 3") the Additional Residential Buildings (as defined in the Original Declaration), all other structures, improvements, and facilities that may hereafter be constructed or installed on Parcel No. 3, all easements, rights and appurtenances thereunto belonging, and all articles of personal property that may be owned by Declarant and may be located on Parcel No. 3 for the common use of the Unit Owners (as defined in the Original Declaration).

2. Unless otherwise specifically defined herein, all terms used herein shall have the respective meanings ascribed thereto in the Original Declaration.

3. Unless the context expressly otherwise requires, all references in the Original Declaration, in the Bylaws attached thereto, in the Original Drawings and the Supplemental Drawings (as referred to in Subsection 3(c) hereof):

- (a) to "Condominium Property" - shall mean and include as a part thereof that part of the "Additional Condominium Property" as defined herein, and
- (b) to "Declaration" - shall mean and include as a part thereof this Amendment to Declaration of Condominium Ownership; and
- (c) to "Drawings" - shall mean and include as a part thereof the Supplemental Drawings attached hereto as Exhibit "D" (which comprise the "Additional Drawings", as defined in the Original Declaration), and were prepared and certified by Keeva J. Kekst, Registered Architect, and Elewski and Associates, Inc. Engineers, in accordance with Section 5311.07 of the Act; and
- (d) to "Residential Buildings" - shall mean and include as a part thereof the "Additional Residential Building" (as defined in the Original Declaration); and
- (e) to "Unit" - shall mean and include as a part thereof that part of the Additional Condominium Property designated in Article VI of the Original Declaration and delineated as such on the Supplemental Drawings.

4. Section 4.1 of the Original Declaration is hereby deleted and the following is substituted in lieu thereof:

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4.1 The Condominium Property (the purpose of which is to effect a plan for home ownership pursuant to the Act) consists of twenty-three (23) Units in four (4) buildings containing seven (7), nine (9), five (5) and two (2) Units, each as designated and delineated in Article VI of the Declaration and in the Drawings, each of which constitutes a separate residence, each of which constitutes a single freehold estate and each of which has an undivided interest in the Common Areas and Facilities appurtenant to it. The dimensions, layout, designation, location and approximate area of the Common Areas and Facilities and the Units, and the number of rooms contained within each Unit, are shown graphically on the Drawings.

5. Section 5.1 of the Original Declaration is hereby deleted and the following is substituted in lieu thereof:

5.1 The Condominium Property is principally comprised of four (4) buildings, one containing two (2) single family residences identified in the Drawings as Building No. 1, one containing five (5) single family residences identified in the Drawings as Building No. 2, one containing seven (7) single family residences identified in the Drawings as Building No. 3 and one containing nine (9) single family residences identified in the drawings as Building No. 4. The addresses, types of Units, square footages of each unit and a description of the Units are set forth in Exhibit "E" attached hereto.

All buildings are constructed principally of wood and block and the foundation is constructed principally of block, brick, and concrete. The driveways, patios and walkways are constructed principally of concrete.

6. The first two lines of Section 7.1 of the Original Declaration and Subsection (a) of said Section 7.1 are hereby deleted and the following is substituted in lieu thereof:

7.1 That part of the Condominium Property which comprises the Common Areas and Facilities consist of the following:

- (a) The land comprising Parcel No. 1, Parcel No. 2, and Parcel No. 3, foundations, supports, supporting walls, roofs, gutters, downspouts, and all other structural parts of the Residential Buildings, together with that portion of all utility lines, wires, pipes and conduits, for water, electricity, power and sewer services which connect each Unit with the main service lines providing such utility services, and all apparatus and all installations to be used in common, together with all unenclosed parking area(s), driveways and walkways, (except as set forth in Article VII) and further together with all parts of the Condominium Property which are necessary or convenient to the existence, maintenance and safety of the Condominium Property,

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all replacements of any of the foregoing and all other parts of the Condominium Property which have not been designated or delineated as part of the Units in this Declaration or in the Drawings.

7. Pursuant to Section 19.3 of the Original Declaration, the respective percentages of interest pertaining to each Unit, as listed on Exhibit "E" attached to the Original Declaration are hereby amended to consist of the percentages of interest designated on Exhibit "E" attached hereto.

8. Exhibit "B" (Legal Description of Adjacent Parcel) is hereby replaced by Exhibit "B" attached hereto. Exhibit "F" (Temporary Easement for Southerly Drive) is hereby deleted in its entirety.

9. Notwithstanding any contrary provision in the Original Declaration or in the Bylaws attached thereto, the Unit Owners of the Units in the Additional Condominium Property shall not have any right or title to or interest in the operating funds of the Association nor any liability for expenses of the Association which are allocable to a period preceding the date on which this Amendment to Declaration is filed with the Cuyahoga County Recorder.

10. The Original Declaration, the Bylaws attached thereto, and the Original Drawings, as each of the foregoing are hereby amended and supplemented, shall be and remain in full force and effect and are hereby incorporated into this instrument as if fully rewritten herein.

11. The invalidity or unenforceability of any provisions of this Amendment to Declaration shall not affect or impair the validity or enforceability of any other provision of this Amendment to Declaration.

12. All Exhibits referred to in this Amendment to Declaration and attached hereto constitute an integral part of this Amendment to Declaration.

IN WITNESS WHEREOF, Condominium Concepts, Inc., an Ohio Corporation, has caused this instrument to be executed by its duly authorized officers, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

In The Presence of:

CONDOMINIUM CONCEPTS, INC.

BY: \_\_\_\_\_

BY: \_\_\_\_\_



STATE OF OHIO  
CUYAHOGA COUNTY

SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Condominium Concepts, Inc., an Ohio Corporation, by \_\_\_\_\_, its President, and \_\_\_\_\_, its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of Condominium Concepts, Inc., and each of them personally and as officers of Condominium Concepts, Inc.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, and hereby certify the foregoing acknowledgement, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Notary Public

This instrument prepared by:

Michael J. Linden, Esq.  
Boukalik & Linden  
668 Euclid Avenue, Suite 725  
Cleveland, Ohio 44114  
(216) 621-0590

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EXHIBIT "A"  
TO SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR BAYWOOD ESTATES CONDOMINIUMS

LEGAL DESCRIPTION OF PARCEL NO. 3

Situated in the City of Beachwood, County of Cuyahoga and State of Ohio and known as being all of Sublot No. 211 and part of Sublot No. 210 in the Van Swerigen Co.'s Shaker Country Estates Subdivision No. 32 as recorded in Volume 139 of Maps, Page 16 of Cuyahoga County Records, of part of Original Warrensville Township Lot No. 49, bounded and described as follows:

Beginning at the intersection of the centerline of Chagrin Blvd., 66 feet wide, with the centerline of Richmond Road, 100 feet wide;

Thence North 00 deg. 15' 30" East, along the centerline of said Richmond Road, 586.32 feet to a point;

Thence North 89 deg. 44' 30" West, 50.00 feet to the Southeasterly corner of Sublot No. 211, and the Westerly line of said Richmond Road, being the principal place of beginning of the parcel of land described herein;

Thence North 00 deg. 15' 30" East, along the Westerly line of Richmond Road, 132.17 feet to a point;

Thence North 89 deg. 44' 30" West, along the Southerly line of Baywood Estates Condominiums Building No. 2 and No. 3 as recorded in Volume 51, Pages 97 and 99, and Volume 52, Pages 00-09 of Cuyahoga County Condominium Records, 204.69 feet to the westerly line of said Sublot No. 210;

Thence South 14 deg. 27' 00" East, along the Westerly line of said Sublot Nos. 210 and 211, 136.65 feet to the Southwesterly corner of Sublot No. 211;

Thence South 89 deg. 44' 30" East, along the Southerly line of Sublot No. 211, 170.00 feet to the principal Point of Beginning, be the same more or less but subject to all legal highways. Bearings are to an assumed meridian and are used to denote angles only.

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EXHIBIT "B"  
TO SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR BAYWOOD ESTATES CONDOMINIUMS

LEGAL DESCRIPTION OF ADJACENT PARCEL

Situated in the City of Beachwood, County of Cuyahoga, and State of Ohio, and known as being all of Sublots Nos. 193 through 211, inclusive, and part of Falkener Road, (Proposed), in a Reallotment of the Van Sweringen Company's Shaker Country Estates Subdivision No. 32, of part of Original Warrensville Township Lot No. 49, as shown by the recorded plat in Volume 139 of Maps, Page 16 of Cuyahoga County Records, and part of Parcel 50 in the Re-Subdivision, of part of the Van Sweringen Company's Shaker Country Estates Subdivision No. 32, of part of Original Warrensville Township Lot No. 39 and 49, as shown by the recorded plat in Volume 110 of Maps, Page 17 of Cuyahoga County Records, being further bounded and described as follows:

Beginning at the intersection of the centerline of Chagrin Boulevard, 66 feet wide, with the centerline of Richmond Road, 100 feet wide, said point also being the Southeasterly corner of Original Lot No. 49;

Thence North 00 deg. 15' 30" East, along the centerline of said Richmond Road, 586.32 feet to a point;

Thence North 89 deg. 44' 30" West, 50.00 feet to the Southeasterly corner of Sublot No. 211, in the Westerly line of said Richmond Road, being the principal place of beginning of the parcel of land described herein;

Thence North 89 deg. 44' 30" West, along the Southerly line of said Sublot No. 211, 170.00 feet to the Southwesterly corner thereof;

Thence North 14 deg. 27' 00" West, along the Westerly line of Sublot Nos. 211 through 204, inclusive, 827.10 feet to the Northwesterly corner of said Sublot No. 204;

Thence North 23 deg. 41' 13" East, along the Northwesterly line of Sublot Nos. 203, 202 and 201, 327.18 feet to the Northwesterly corner of Sublot No. 201;

Thence North 00 deg. 15' 30" East, along the Westerly line of Sublot Nos. 200 through 196, inclusive, 500.00 feet to the Northwestern corner of said Sublot No. 196;

Thence North 14 deg. 53' 09" West, along the Westerly line of Sublot Nos. 195, 194 and 193, 284.90 feet to the Northeasterly corner of Sublot No. 192;

Thence South 61 deg. 52' 10" West, along the Northwestern line of said Sublot No. 192 and the Southwesterly prolongation of said Northwestern line, 290.65 feet to the centerline of Falkener Road, 60 feet wide, (Proposed);

Thence Northwesterly along the centerline of Falkener Road, (Proposed), and the arc of a circle deflecting to the left, 79.64 feet, said arc having a radius of 1276.17 and a chord bearing North 31 deg. 28' 56" West, 79.63 feet to a point;

Thence North 45 deg. 10' 50" East, and parallel with the centerline of Letchworth Road, 60 feet wide, 880.24 feet to the Westerly line of said Richmond Road;

Thence South 00 deg. 10' 50" West, along the Westerly line of said Richmond Road, 327.75 feet to an angle point;

Thence South 00 deg. 15' 30" West, along the Westerly line of said Richmond Road, 2100.06 feet to the principal place of beginning, be the same more or less, but subject to all legal highways. Bearings are to an assumed meridian and are used to denote angles only.

Excepting therefrom the premises described in "Exhibit A" to the Original Declaration (Legal Description of Parcel No. 1), the premises described in "Exhibit A" to the First Amendment (Legal Description of Parcel No. 2) and the premises described in Exhibit "A" herein (Legal Description of Parcel No. 3).

EXHIBIT "D"  
TO SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR BAYWOOD ESTATES CONDOMINIUMS

ADDITIONAL DRAWINGS

ATTACHED HERETO

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EXHIBIT "E"  
 TO SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP  
 FOR BAYWOOD ESTATES CONDOMINIUMS

PERCENTAGES OF INTEREST

<u>Unit No. - Address</u>	<u>Bldg. No.</u>	<u>Unit Type</u>	<u>Square Footages</u>	<u>Percentages Of Interest</u>
3292 Richmond Road	1	D	2571	5.331
3296 Richmond Road	1	A	1935	4.012
3272 Richmond Road	2	B	1944	4.031
3276 Richmond Road	2	D	2249	4.663
3280 Richmond Road	2	A	1935	4.012
3284 Richmond Road	2	A	1935	4.012
3288 Richmond Road	2	C	2412	5.001
3244 Richmond Road	3	C	2040	4.230
3248 Richmond Road	3	B	1944	4.031
3252 Richmond Road	3	C	2435	5.049
3256 Richmond Road	3	A	1935	4.012
3260 Richmond Road	3	A	1935	4.012
3264 Richmond Road	3	D	2249	4.663
3268 Richmond Road	3	C	2040	4.230
3208 Richmond Road	4	E	2363	4.899
3212 Richmond Road	4	A*	2025	4.199
3216 Richmond Road	4	B	1944	4.031
3220 Richmond Road	4	A*	2025	4.199
3224 Richmond Road	4	A	1935	4.012
3228 Richmond Road	4	A	1935	4.012
3232 Richmond Road	4	C	2040	4.230
3236 Richmond Road	4	C	2040	4.230
3240 Richmond Road	4	E	2363	4.899

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100%

Each Unit contains an Omni Room (combination living room/dining room ) Kitchen, Breakfast Room, Utility Room, and a Two Car attached Garage. Unit Types A, A\* and B have Two (2) Full Baths; Unit Types C and D have Two and One-Half (2-1/2) Baths and Unit Type E has Three (3) Full Baths. Unit Types A, A\*, B and C have two (2) Bedrooms and Unit Types D and E have either three (3) Bedrooms or two (2) Bedrooms and another room which can be used as a Library, Den or Family Room. (A\* is a basic A Unit with a Modified Kitchen/Utility Room Area)

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