

12

AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
BROOK POINT VILLAGE II CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BROOK POINT VILLAGE II CONDOMINIUM RECORDED AT OR 196, PAGE 925 ET SEQ. OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BROOK POINT VILLAGE II CONDOMINIUM WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 4-15-2021

BY: KRISTEN M. SCALISE CPA, CFE  
FISCAL OFFICER  
*By. Beverly Coble*  
*Beverly Coble*

STATE OF CALIFORNIA  
DEPARTMENT OF SOCIAL SERVICES  
COMMUNITY CARE LICENSING DIVISION

NOTICE OF ACTION  
The following information is being provided to you regarding the proposed action of the Community Care Licensing Division (CCLD) to revoke the license of the facility named above. The proposed action is based on the information received from the investigation conducted by the CCLD on the date indicated above.

The proposed action is based on the information received from the investigation conducted by the CCLD on the date indicated above. The proposed action is based on the information received from the investigation conducted by the CCLD on the date indicated above.

**CRISTEN M. SCARLETT, CFC**

**AMENDED AND RESTATED**  
**DECLARATION OF CONDOMINIUM OWNERSHIP**  
**FOR**  
**BROOK POINT VILLAGE II CONDOMINIUM**

**RECITALS**

A. The Declaration of Condominium Ownership for Brook Point Village II Condominium ("Original Declaration") was recorded on February 9, 1989, at OR 196, Page 925 et seq. of the Summit County Records.

B. This Amended Restated Declaration of Condominium Ownership for Brook Point Village II Condominium ("Amended and Restated Declaration") incorporates the Original Declaration, the First Amendment to the Original Declaration recorded on February 10, 1989 at Cabinet E, Slide 195 et seq., the Second Amendment to the Original Declaration recorded on July 11, 1989 at Cabinet E, Slide 411 et seq., the Third Amendment to the Original Declaration recorded on September 13, 1989 at Cabinet E, Slide 619 et seq., the Fourth Amendment to the Original Declaration recorded on October 25, 1989 at Cabinet E, Slide 739 et seq. and OR 354, Page 217 et seq., the Fifth Amendment to the Original Declaration recorded on November 8, 1989 at Cabinet E, Slide 794 et seq., the Sixth Amendment to the Original Declaration recorded on February 1, 1990 at OR 949417 Cabinet F, Slide 24 et seq., the Seventh Amendment to the Original Declaration recorded on May 8, 1990 at OR 568019 Cabinet F, Slide 194 et seq., the Eighth Amendment to the Original Declaration recorded on May 29, 1990 at OR 572409 Cabinet F, Slide 250 et seq., the Ninth Amendment to the Original Declaration recorded on July 13, 1990 at OR 582058 Cabinet F, Slide 410 et seq., the Tenth Amendment to the Original Declaration recorded on March 16, 1994 at OR 1632, Page 2352 et seq., Amendment No. 11 to the Original Declaration recorded on December 6, 1994 at OR 1814, Page 503 et seq., the Corrected Amendment Thirteen to the Original Declaration recorded on March 15, 1995 at OR 1881, Page 585 et seq., Amendment No. 12 to the Original Declaration recorded on December 20, 1996 at OR 2325, Page 852 et seq., Amendment No. 13 to the Original Declaration recorded on May 19, 2000 at Instrument No. 54423736, the Amendment to the Original Declaration recorded on September 19, 2005 at Instrument No. 55235611, and the Amendments to the Original Declaration recorded on March 20, 2012 at Instrument No. 55846319 of the Summit County Fiscal Records (all the foregoing amendments are collectively referred to as the



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8. Subject matter  
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"Amendments"). The result is a single text that is written as if the text of the above-referenced Amendments had been included in the Original Declaration.

C. This Amended and Restated Declaration has been prepared at the direction of Brook Point Village II Condominium Association ("Association") for the convenience of the Unit Owners as well as for prospective purchasers of Units within Brook Point Village II Condominium.

D. Unit Owners and prospective Unit Owners are reminded that this Amended and Restated Declaration does *not* materially amend the Original Declaration nor the Amendments. The Original Declaration and the Amendments are available for review at the Summit County Fiscal Office. Any inconsistency between the Original Declaration and Amendments, and this Amended and Restated Declaration will be resolved in favor of the Original Declaration and Amendments.

#### AMENDMENT

The Original Declaration is amended and retyped as attached.

The Brook Point Village II Condominium Association has caused the execution of this instrument this 29 day of MARCH, 2021.

#### BROOK POINT VILLAGE II CONDOMINIUM ASSOCIATION

By: Michael G. Pritt  
MICHAEL G. PRITT, President

By: Vanessa R. Robinson  
VANESSA R. ROBINSON, Secretary



"Amendments". The result is a single text that is written as if the text of the above-referenced amendments had been included in the Original Declaration.

C. This Amended and Restated Declaration has been prepared at the direction of Brook Point Village II Condominium Association ("Association") for the convenience of the Unit Owners as well as for prospective purchasers of Units within Brook Point Village II Condominium.


D. Unit Owners and prospective Unit Owners are reminded that this Amended and Restated Declaration does not necessarily amend the Original Declaration nor the Agreements. The Original Declaration and the Agreements are available for review at the Summit County Board Office. Any inconsistency between the Original Declaration and Amendments and the Amended and Restated Declaration will be resolved in favor of the Original Declaration and Amendments.


AMENDMENTS

The Original Declaration is amended and restated as attached.

The Brook Point Village II Condominium Association has caused the execution of this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

BRook POint VIlLAGE II COndOMINIUM ASSOCIATION

  
\_\_\_\_\_  
MICHAEL D. SMITH, President

  
\_\_\_\_\_  
VANESSA ROBINSON, Secretary


STATE OF OHIO )  
 )  
COUNTY OF Summit ) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Brook Point Village II Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 3 of 4, 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.

I have set my hand and official seal this 29<sup>th</sup> day of March, 2021.

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

Place notary stamp/seal here:



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

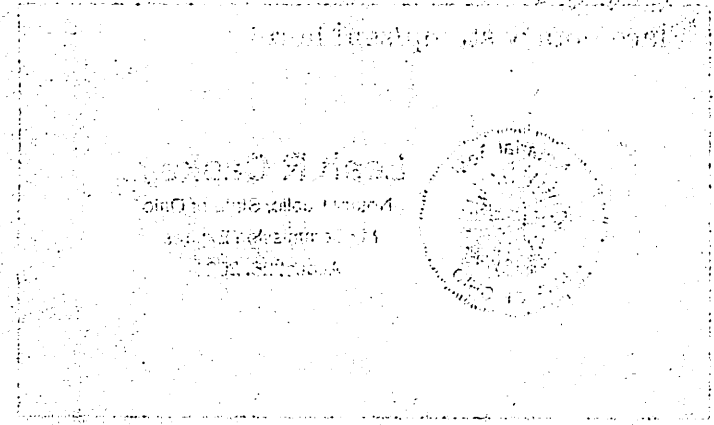
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*[Faint printed text]*

*[Handwritten signature]*



*[Faint printed text at the bottom right]*



**AMENDED AND RESTATED**  
**FIRST AKRON DEVELOPMENT CORPORATION**  
**TO**  
**BROOK POINT VILLAGE II CONDOMINIUM ASSOCIATION**  
**DECLARATION OF CONDOMINIUM OWNERSHIP**  
**FOR**  
**BROOK POINT VILLAGE II CONDOMINIUM**

**DOC # 56632075**

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4/15/2021 3:21 PM Recording Fee: \$ 422.00  
Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer



COMMISSIONER OF HEALTH

STATE OF NEW YORK

OF

HEALTH

DEPARTMENT OF HEALTH

FOR

THE STATE OF NEW YORK

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- EXHIBIT "A" - Condominium Association Bylaws
- EXHIBIT "B" – General Plan of Condominium
- EXHIBIT "C" – Schedule of Percentages of Interest
- EXHIBIT "D" – Legal Description
- EXHIBIT "E" – Additional Property



UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
WASHINGTON, D. C. 20535  
MEMORANDUM FOR THE DIRECTOR  
SUBJECT: [Illegible]

**AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM OWNERSHIP**

Declaration made the 7th day of FEBRUARY, 1989 pursuant to Chapter 5311 of the Ohio Revised Code by First Akron Development Corporation, A Corporation organized and existing under the laws of the State of Ohio, having its principal offices at 611 West Market Street, Akron, Ohio, 44303 and referred to hereinafter as Grantor.

1. **Submission of Property.** Grantor, which was the Unit owner in fee simple of the lands, the buildings and all other improvements constructed or to be constructed thereon, together with all easements, rights, and appurtenances belonging thereto, and all other Property personal or mixed, intended for use in connection therewith, as described below and hereinafter collectively referred to as the "Property", hereby declared certain divisions, covenants, restrictions, limitations, conditions and uses respecting the Property, submitted the Property to the provisions of Chapter 5311 of the Ohio Revised Code, hereinafter referred to as the "Condominium Act", and further created covenants running with the land and binding Grantor, and its successors and assigns forever.
2. **Name of Condominium.** The Condominium shall be known as Brook Point Village II Condominium.
3. **Description of Land.** The land on which the buildings and improvements constituting the Property are to be located is to be described in Exhibit "D".
4. **Reservation of Right and Option to Expand.** Grantor reserved the right and option pursuant to Section 5311.051 of the Ohio Revised Code to expand the Condominium Property to include the following property as described in Exhibit "E".
5. **Description of Buildings.** The buildings constructed upon the Property consist of one story, one and one half story and two story, single family dwellings attached together by flat roof garages, and/or common walls and are of wood frame and truss construction with aluminum or vinyl siding and asphalt shingle roofing. In general, the buildings are constructed on a concrete slab, however where major changes in topography occur between the front and rear of the buildings, the buildings so affected are constructed with walk-out basements, or with basement garages and entries.



STATEMENT OF THE UNITED STATES  
DEPARTMENT OF COMMERCE

1. The Department of Commerce is pleased to announce that the following information has been received from the Bureau of Economic Warfare, Office of War Relocation Administration, and the War Relocation Authority:

2. The Department of Commerce is pleased to announce that the following information has been received from the Bureau of Economic Warfare, Office of War Relocation Administration, and the War Relocation Authority:

3. The Department of Commerce is pleased to announce that the following information has been received from the Bureau of Economic Warfare, Office of War Relocation Administration, and the War Relocation Authority:

4. The Department of Commerce is pleased to announce that the following information has been received from the Bureau of Economic Warfare, Office of War Relocation Administration, and the War Relocation Authority:

5. The Department of Commerce is pleased to announce that the following information has been received from the Bureau of Economic Warfare, Office of War Relocation Administration, and the War Relocation Authority:

6. The Department of Commerce is pleased to announce that the following information has been received from the Bureau of Economic Warfare, Office of War Relocation Administration, and the War Relocation Authority:



**6. Type of Units.**

Unit Type "A" - The Gloucester /Chesapeake Series. These Units are 34' wide by 26' deep one and one half story dwellings and are offered in five different floor plans. These Units have a Limited Common Element that is 20' deep in the rear and 15' to 22' deep in the front. The width of the Limited Common Element is 46' for Units with a one car garage and 54' for Units with a two car garage. Where the Unit is also an isolated end Unit the Limited Common Element may extend up to 5' beyond the Unit. The exact limits of the Limited Common Element of each Unit are shown on the Condominium Plat.

Unit Type "B" - The Hyannis/Nantucket Series. These Units are 26' wide by 34' deep one and one half story dwellings and are offered in two different floor plans. These Units have a Limited Common Element that is 20' deep in the rear and 15' to 22' deep in the front. The width of the Limited Common Element is 38' for a Unit with a one car garage and 46' for a Unit with a two car garage. Where the Unit is also an isolated end Unit the Limited Common Element for the Unit may extend up to 5' beyond the Unit. The exact limits of the Limited Common Element of each Unit are shown on the Condominium Plat.

Unit Type "C" - The Salem Series. These Units are 26' by 26' two story dwellings and are offered in several floor plans. These Units normally have a Limited Common Element that extends a minimum of 22' from the front of the garage and 20' to the rear of the basic Unit. The width of the Limited Common Element is 38' for Units with a one car garage and 46' for Units with a two car garage. Where the Unit is also an isolated end Unit the Limited Common Element for the Unit may extend up to 5' beyond the Unit. The exact limits of the Limited Common Element of each Unit are shown on the Condominium Plat.

Unit Type "D" - Plymouth Series. These Units are 36' wide by 26' deep one story dwellings with a 14' by 16' wing which may be extended to the front, rear or side of the Unit. These Units are normally constructed as isolated end Units and have a Limited Common Element that extends 22' from the front of the garage and 20' from the rear of the dwelling. Where the wing extends to front or rear, the wing is in the Limited Common Element. The width of the Limited Common Element is 53' for Units with a one car garage and 61' for Units with a two car garage when the wing is to the front or rear. Where the wing is to the side of the Unit, the width of the Limited Common Element is 70' for Units with a one car garage and 75' for Units with a two car garage. Where the Unit is also an isolated end Unit the Limited Common



Element for the Unit may extend up to 5' beyond the Unit. The exact limits of the Limited Common Element of each Unit are shown on the Condominium Plat.

Unit Type "E" - Chesapeake - Hillside Series. These Units are 34' wide by 26' deep one and one half story dwellings built with a basement into the hillside. The main entry to the dwelling as well as a standard 2 car garage are on the ground level in the front of the dwelling. The first floor is at grade in the rear of the dwelling. These Units have a Limited Common Element extending a minimum of 22' from the garage in the front, 10' on one side and 20' in the rear. Where the Unit is also an isolated end Unit the Limited Common Element for the Unit may extend up to 5' beyond the Unit. The exact limits of the Limited Common Element of each Unit are shown on the Condominium Plat.

Unit Type "G" - Hyannis - Hillside series. These Units are 26' wide by 34' deep one and one half story dwellings built with a basement built into the hillside. The main entry to the dwelling as well as a standard 2 car garage are on ground level in front of the Unit. The first floor is at grade in the rear of the dwelling. These Units have a Limited Common Element extending a minimum of 22' from the garage in front, 10' on one side and 20' in the rear. Where the Unit is also an isolated end Unit the Limited Common Element for the Unit may extend up to 5' beyond the Unit. The exact limits of the Limited Common Element of each Unit are shown on the Condominium Plat.

Unit Type "H" - Bayberry Series. This Unit is 34' wide by 26' deep including a one car garage and has a Limited Common Element that is 22' deep in the front and 20' in the rear. Where the Unit is also an isolated end Unit the Limited Common Element for the Unit may extend up to 5' beyond the Unit. The exact limits of the Limited Common Element of each Unit are shown on the Condominium Plat.

All dwellings are of these seven basic types. While some types may be acquired as "Limited Edition" models with 64 square feet greater foundation area or with certain plan options which likewise add to the foundation area, these modifications do not affect the Limited Common Element of the dwelling's type. Such plan options, along with the locational characteristics of the Unit, and the presence or absence of a basement, do affect the Base Selling Price of each Unit, and its Percentage of Interest in the Condominium.

7. Definition of Space Within the Units. Each of the Units shall consist of all of the space bounded by the interior surfaces of the perimeter walls, floors and ceilings



of the Unit and such interior walls and other partitions, or roof rafters, necessary to constitute a complete enclosure of space. Wherever such surfaces consist of plaster or plasterboard, all of such plaster and plasterboard contiguous to such surface shall be included within the Unit. The exact layout and dimensions of each and every Unit are shown in Exhibit "B" and include, without limitation:

(A) Inclusions:

- (1) The decorated surfaces, including paints, lacquer, varnish, wallpaper, tile and any other finishing material applied to perimeter walls, floors, and ceilings;
- (2) All windows, screens and doors, including the frames, sashes and jambs, and the space occupied thereby which are to be repaired and replaced at the Unit owner's expense but such exterior surfaces of the framework, doors and windows shall be the responsibility of the Association as a common expense for purposes of painting except the painting of the exterior surface of the garage doors which is the Unit Owner's responsibility.
- (3) All fixtures located within the bounds of a Unit, installed in and for the exclusive use of said Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof;
- (4) All control knobs, switches, thermostats and base plugs, floor plugs and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein together with the space occupied thereby;
- (5) All space between interior walls, including the space occupied by utility pipes, wires, ducts and conduits, which serve the individual Unit; but excluding the space occupied by structural and component parts of the building, and which serve any other Unit; and
- (6) All plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts or conduits which serve either the individual Unit or the fixtures located therein, and which are located within the bounds of the Unit;



(7) All decks, building additions or alterations made by the Unit owner after having been approved by the Board of Directors.

but excepting therefrom, all of the following items (said items shall be Common Elements) located within the bounds of any Unit as described above:

(B) Exceptions:

(1) Any part of the structure contained in interior walls, and the structural component parts of perimeter walls;

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

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

(4) All supporting walls, fixtures and other parts of the building which are within the boundaries of a Unit but which are necessary for the existence, support, maintenance, safety or comfort of any other part of the Condominium Property.

8. **Common Elements.** Common Elements shall consist of the Land, all foundations, slabs, structural elements and exterior surfaces of all buildings, all exterior utility lines and all shared interior utility lines, drives and parking areas, trees, shrubs and landscaping and other common features including the painted surfaces of all exterior doors, framework and windows except the painting of the exterior surface of the garage doors which is the Unit Owner's responsibility.

9. **Limited Common Elements.** Limited Common Elements are those portions of the Common Elements that are immediately adjacent to the respective condominium Units and are hereby set aside for the exclusive use of the respective condominium Unit owners subject to such restrictions governing their use as may be established by the Bylaws of the Brook Point Village II Condominium Association. The extent of the Limited Common Element for each of the respective condominium Units is shown on the General Plan for Brook Point Village II Condominium attached hereto as Exhibit "B", as well as the Plat of the Condominium filed in the records of Summit County. The Limited Common Element shall in general extend at least 22' from the front of the Unit garage and 20' from rear of the Units. Where the Unit is also an isolated



end Unit the Limited Common Element for the Unit may extend up to 5' beyond the Unit.

10. **Units.** There will be a total of 53 Units, each with its own street address, contained in 15 buildings lettered "A" through "O", as shown on the General Plan for Brook Point Village II Condominium, attached hereto as Exhibit "B". The address of each Unit, the type of Unit it is, the number of garage spaces it has, and the proportionate interest of its Unit owner in the Common Elements of Brook Point Village II Condominium is set forth in the Schedule of Percentage of Interest attached hereto as Exhibit "C".

11. **Proportionate Representation; Participation in Common Profits, and Expenses; Definitions.** Each Unit owner shall share in the common profits and expenses, as hereinafter defined and in the total voting power of the Unit Owners' Association in accordance with such Unit owner's interest in the Common Elements as set forth in the Schedule of Percentage of Interest attached hereto as Exhibit "C". The share of the expenses of the Association is equal to the base price, site feature premiums and plan options of the Purchaser's Unit divided by the total of the base price, site feature premiums and plan options of all Units. However, such proportionate representation may be limited in accordance with the provisions of the Bylaws attached hereto as Exhibit "A".

12. **Covenants and Agreements.** Grantor, its successors and assigns, by this Declaration, and all future Unit owners of Units, by acceptance of their respective deeds, hereby covenant and agree as follows:

A. The Common Elements shall remain undivided, and no right shall exist to abandon, partition, subdivide, sell or transfer any of them, except when withdrawal of the Property from the Condominium Act is authorized by the affirmative vote of all Unit owners. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium or Grantor, shall not be deemed a transfer within the meaning of this clause.) In that event, the Board of Directors shall cause to be paid, released or discharged all liens and encumbrances, except taxes and assessments not then due and payable, on all or any part of the Condominium Property and shall cause to be filed in the offices of the Auditor and Recorder of Summit County, Ohio a certificate signed by the President of the Unit Owners' Association, stating that all Unit owners of the Condominium have elected to remove the Property from the Condominium Act, and that encumbrances have been paid, released or discharged. On the filing of such



certificate, the Property will be deemed removed from the provisions of the Condominium Act, and will be held in common by all Unit owners in proportion to their respective interests in the Common Elements of the Condominium as established herein.

B. If any portion of the Common Elements encroaches on any Unit, or if any Unit encroaches on any other Unit, or any portion of the Common Elements, as a result of the construction of the buildings; or if any such encroachment shall occur as a result of settling or shifting of buildings, a valid easement for such encroachment and for the maintenance of the same so long as the buildings stand, shall exist. In the event a building or buildings, or any Common Elements therein, shall be partially or totally destroyed, as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then rebuilt, the minor encroachments of parts of the Common Elements on any Unit, or of any Unit on any other Unit or any portion of the Common Elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof for so long as the buildings stand, shall exist.

C. Each Unit owner shall have an easement in common with the Unit owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units. The Board of Directors, on behalf of all Unit owners, shall have a right of access to each Unit to inspect the same, and to maintain, repair or replace the Common Elements therein or appurtenant thereto.

D. Each Unit shall be used by its respective Unit owner only as a residential dwelling by the Unit owner, his or her family, tenants, and social guests, and for no other purpose whatsoever. No Unit owner may partition or subdivide any Unit.

No Unit shall be rented by a Unit Owner to others as a regular practice for business, speculative investment or other similar purpose. To meet specific situations and to avoid undue hardship or practical difficulties, the Board of Directors may grant permission to a Unit Owner to lease his or her Unit to a specified renter for a period not to exceed twenty-four (24) total months during said Unit Owner's ownership, provided said lease is made subject to the covenants and restrictions of this Declaration and Bylaws. A Unit Owner whether under the aforesaid restriction or not affected by said restriction, as hereinafter provided, shall give the Board of Directors not less than thirty (30) days prior written notice of the intention to lease the Unit and the intended terms of such lease agreement. Said Board of Directors



shall within fifteen (15) days after receipt of such written notice of the intention to lease, notify such Unit Owner as to whether or not such lease is permitted pursuant to the terms hereof. Renting includes the term leasing for all purposes hereunder.

Any lease shall require the tenant to abide by the Declaration, Bylaws and the administrative rules and regulations and all amendments thereof and give the Association the right to act for the purpose of evicting the tenant if the tenant violates the covenants and restrictions of this Declaration, the Bylaws and the administrative rules and regulations which may be in addition to the remedies under these documents for any violations by the tenant. The Unit Owner shall remain liable for all obligations of ownership of his or her Unit and shall be responsible to the Board of Directors for the conduct of his or her tenant. Any conflict between this provision or other provisions of this Declaration and the accompanying Bylaws shall be interpreted in favor of this restriction on leasing.

Notwithstanding the foregoing restrictions, (i) any Unit owner leasing his or her Unit prior to the filing of the Amendment recorded with the Summit County Recorder on December 6, 1994 at OR 1814, Page 503 et seq. shall continue to enjoy the privilege of leasing such Unit and (ii) such restrictions shall not apply to a first mortgagee of a Unit in connection with a mortgage foreclosure (or acceptance of a deed in lieu of foreclosure) or with respect to any sale or transfer by the first mortgagee or any other party who acquired the Unit in connection with the foreclosure or deed-in-lieu of foreclosure, or (iii) any Unit owner whose Unit is financed by or through the U.S. Department of Veterans Affairs pursuant to the prohibitions on leasing restriction set forth in 38 U.S.C. 1803 (c).

Pursuant to 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 Unit Owners' 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 Unit Owners' Association shall give the Unit owner at last 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.



E. Each Unit owner of a Unit or Units shall, automatically upon becoming Unit owner of such a Unit or Units, become a member of a Unit Owners' Association which has been established for the administration of the Condominium Property and shall remain a member thereof until such time as his ownership shall for any reason cease, at which time his membership in the Association shall likewise cease.

Pursuant to Ohio Revised Code Section 5311.09(A)(2)(3)(2):  
within thirty days after a Unit owner obtains a condominium ownership interest, the Unit owner shall provide the following information in writing to the Unit Owners' Association through the Board of Directors:

- (a) The home address, home and business mailing addresses, and the home and business telephone numbers of the Unit owner and all occupants of the Unit;
- (b) The name, business address, and business telephone number of any person who manages the Unit owner's Unit as an agent of that Unit owner.
- (c) Within thirty days after a change in any information that this section requires, a Unit owner shall notify the Association, through the Board of Directors, in writing of the change. When the Board of Directors requests, a Unit owner shall verify or update the information.

F. Administration of the Condominium shall be in accordance with the provisions of this Declaration and the By-Laws of the Association which are made a part hereof and attached hereto as Exhibit "A".

G. Each Unit owner and any tenant of a Unit owner shall comply with the provisions of this Declaration, and the By-Laws, decisions and resolutions of the Association, as lawfully amended from time to time. Failure to comply with such provision, decision or resolution shall be grounds for an action for damages or for injunctive relief, or both, brought by the Unit Owners' Association, by a Unit owner or Unit owners, or both.

If any Unit Owner (either by his or her own conduct or by the conduct of any occupant of his or her Unit) shall violate any provision of the Declaration, by-Laws or any rule, decision or resolution adopted by the Association, said Unit Owner shall pay to the Association, in addition to any other sums due, all costs and expenses incurred by the



Association in connection with the enforcement of said provisions, decisions, resolutions or rules including attorney fees, court costs and paralegal fees.

H. No Unit owner of a condominium Unit may exempt himself from liability for his proportionate share of the common expenses by waiver of the use of enjoyment of any of the Common Elements, or by abandonment of his condominium Unit.

I. Pursuant to Ohio Revised Code Section 5311.081(B)(18), if a Unit owner is delinquent in the payment of assessments for more than thirty days, the Board may suspend the voting privileges and use of recreational facilities of the Unit owner.

13. **Assessment Liens.** All sums assessed by the Association for common charges applicable to any condominium Unit remaining unpaid for more than ten (10) days after same have become due and payable shall constitute a lien on such condominium Unit prior to all other liens subsequently arising or created, except:

(i) real estate tax and assessment liens of record; and  
(ii) first mortgage liens of record. Such lien may be foreclosed in the same manner as a mortgage on real Property on behalf of all Unit owners by the President of the Association, pursuant to the authorization of the Board of Directors thereof. During the pendency of any such foreclosure, the Unit owner shall be required to pay a reasonable rental for the Unit and the Board of Directors shall be entitled to appoint a receiver to collect the same. The Board of Directors, acting on behalf of the Unit owners of all Units, shall have the power to bid on the Unit at foreclosure, and to acquire, hold, mortgage, and convey the same. Suit to recover a money judgment for unpaid common expenses may also be maintained without foreclosure or waiving the lien securing the payment of such expenses.

(iii) Pursuant to Ohio Revised Code Section 5311.18(A)(1) the Association has a lien upon the estate or interest of the Unit owner in any Unit and the appurtenant undivided interest in the Common Elements for the payment of any of the following expenses that are chargeable against the Unit and that remain unpaid for ten days after any portion has become due and payable:

(a) The portion of the common expenses chargeable against the Unit;

(b) Interest, administrative late fees, enforcement assessments, and collection costs, attorney's fees, and paralegal fees the Association incurs if authorized by the Declaration, the Bylaws, or the rules of the Unit Owners' Association and if chargeable against the Unit.



(iv) Pursuant to Ohio Revised Code Section 5311.18(A)(2), the Association shall credit payments made by a Unit owner for expenses in the following order of priority:

- (a) First, to interest owed to the Association;
- (b) Second, to administrative late fees owed to the Association;
- (c) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association;
- (d) Fourth, to the principal amounts the Unit owner owes to the Association for the common expenses or penalty assessments chargeable against that Unit.

(v) Pursuant to Ohio Revised Code Section 5311.081(B)(12) the Board of Directors has the authority to impose interest and late charges for the late payment of assessments; impose returned check charges; and, pursuant to division (C) of Ohio Revised Code Section 5311.18, impose reasonable enforcement assessments for violations of the Declaration, the Bylaws, and the rules of the Unit Owners' Association, and reasonable charges for damage to the Common Elements or other property as follows:

Pursuant to Ohio Revised Code Section 5311.081(C)(1), prior to imposing a charge for damages or an enforcement assessment pursuant to division (B)(12) of Ohio Revised Code Section 5311.081, the Board of Directors shall give the Unit owner a written notice that includes all of the following:

- (a) A description of the property damage or violation;
- (b) The amount of the proposed charge or assessment;
- (c) A statement that the Unit owner has a right to a hearing before the Board of Directors to contest the proposed charge or assessment;
- (d) A statement setting forth the procedures to request a hearing pursuant to division (C)(2) of Ohio Revised Code Section 5311.081;
- (e) A reasonable date by which the Unit owner must cure the violation to avoid the proposed charge or assessment.



To request a hearing, the Unit owner shall deliver a written notice to the Board of Directors not later than the tenth day after receiving the notice required by division (C)(1) of Ohio Revised Code Section 5311.081. If the Unit owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment pursuant to division (C) of Ohio Revised Code Section 5311.081.

If a Unit owner requests a hearing, at least seven days prior to the hearing the Board of Directors shall provide the Unit owner with a written notice that includes the date, time, and location of the hearing.

The Board of Directors shall not levy a charge or assessment before holding any hearing requested pursuant to division (C)(2) of Ohio Revised Code Section 5311.081.

The Unit owners, through the Board of Directors, may allow a reasonable time to cure a violation described in division (B)(12) of Ohio Revised Code Section 5311.081 before imposing a charge or assessment.

Within thirty days following a hearing at which the Board of Directors imposes a charge or assessment, the Unit Owners' Association shall deliver a written notice of the charge or assessment to the Unit owner.

Any written notice that division (C) of Ohio Revised Code Section 5311.081 requires shall be delivered to the Unit owner or any occupant of the Unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

14. **Acquisition of a Unit at Foreclosure Sale; Effect.** Any first mortgagee who obtains title to a condominium Unit pursuant to the remedies provided in the mortgage, or foreclosure, will not be liable for such Unit's unpaid assessments or charges which accrue prior to the acquisition of title to such Unit by the mortgagee. Any such unpaid share of common expenses or assessments shall be deemed common expenses collectible from all condominium Units including the Unit acquired by such purchaser, his heirs, successors and assigns.

15. **Destruction of, or Damage to Property; Effect.** In the event that the Property, or a portion thereof, is totally or substantially destroyed, the repair, reconstruction or disposition of the Property shall be as provided in Section 5311.14 of the Ohio Revised Code.



16. **Conveyance of Units; Liability for Assessments.** Whenever a condominium Unit is voluntarily conveyed, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association against the latter for his share of common expenses up to the time of conveyance without prejudice to the Grantee's right to recover from the Grantor any amount paid by the Grantee for such assessments. Any Grantee shall be entitled to a statement from the Board of Directors of the Association setting forth the amount of any unpaid assessment due the Association from the Grantor. If such statement is requested, the Grantee shall not be liable, nor shall the Unit conveyed to such Grantee be subjected to a lien, for any unpaid assessment due the Association from the Grantor in excess of the amount set forth therein.

Pursuant to Ohio Revised Code Section 5311.081(B)(15), the Board of Directors may impose reasonable charges for preparing, recording, or copying amendments to the Declaration, (Bylaws), re-sale certificates, or statements of unpaid assessments.

17. **Agreements and Determinations of the Association.** All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in the Bylaws attached as Exhibit "A" shall be binding on all Unit owners, their heirs, successors and assigns.

18. **Insurance.** The Board of Directors of the Unit Owners' Association shall insure all Unit owners, their tenants and all persons lawfully in possession or control of any part of the Condominium Property, against liability for personal injury or property damage arising from or relating to the Common Elements, in amounts deemed necessary by the Board of Directors but in no event less than \$1,000,000.00. The Board shall also obtain for the benefit of Unit owners, fire and extended coverage, vandalism and malicious mischief insurance on all buildings and structures of the Condominium Property (and any permanent additions thereto, when approved by the Board of Directors, which may assess any additional charge against said Unit to pay for the additional cost of maintenance, repair, replacement and insurance for such additions). Such insurance shall be in an amount not less than 90% of the insurable replacement value thereof as determined by the insurance carrier and shall be on a blanket basis. The insurance shall be written in the name of, and the proceeds thereof shall be payable to, the Association as trustee for the Unit owners and their respective mortgagees, as their interest may appear, and provision shall be made for the issuance, upon request, of certificates of such insurance to the Unit owners and their respective mortgagees. The coverage afforded by such insurance shall be reviewed by the Board not less frequently than once a year to determine if the amounts payable



thereunder and the coverage thereof comply with the requirements of this Paragraph. Such insurance shall also provide for the waiver by the insurer of any and all rights of subrogation or assignment; which waiver shall over any and all causes and rights of recovery against the Unit owners, and their respective families, tenants, guests and servants, and each of them, the Association, the Board, any managing agent and all persons lawfully in possession or control of any part of the Condominium Property, for recovery against them or any of them for any loss occurring to the insured Property resulting from any of the perils insured against under such insurance policy. The Board shall not use fire and extended coverage proceeds other than for the repair of the Condominium Property.

19. **Duties and Liabilities of Grantor.** So long as Grantor, its successors and assigns own one or more of the condominium Units established and described herein, Grantor, its successors and assigns shall be subject to the provisions of this Declaration and all Exhibits attached hereto. Grantor further covenants to take no action that would adversely affect the right of the Association with respect to assurances against latent defects in the Property, or other rights assigned to the Association by reason of the establishment of the Condominium.

20. **Receipt of Service of process.** Brook Point Associates, an Ohio General Partnership, having its principal place of business at 10800 Ravenna Road, Twinsburg, Ohio 44087 is hereby designated to receive service of process on behalf of the Unit Owners' Association in any action that may be brought, or proceedings that may be instituted by or against the Board of Directors or Unit Owners' Association.

21. **Amendment of Declaration.** This Declaration may be amended by the affirmative vote of those Unit owners entitled to exercise not less than seventy-five percent (75%) of the total voting power of the Unit Owners' Association, cast in person or by proxy at a meeting duly called and held in accordance with the Bylaws attached hereto as Exhibit "A". No such amendment shall be effective until recorded in the office of the Recorder of Summit County, Ohio.

22. **Invalidity.** If any one or more provisions of this Declaration are declared invalid, such invalidity shall in no way impair or affect in any manner, the enforceability, or effect, of the remainder of this Declaration.

23. **Waiver.** No provision contained in this Declaration shall be deemed waived by reason of failure to enforce the same, irrespective of the number of violations or reason for such failure to enforce.



24. **Captions.** Captions are inserted in this Declaration for convenience and reference only, and shall not be taken in any way to limit or describe the scope of this Declaration, or any provision thereof.

