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Summit Fiscal Officer KRISTEN M. SCALISE, CPA, CFE

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AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
INDIAN HILLS CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR INDIAN HILLS CONDOMINIUM
RECORDED AT VOLUME 6987, PAGE 359 ET SEQ. OF THE SUMMIT COUNTY
RECORDS.

THIS WILL CERTIFY THAT A COPY OF THIS AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP FOR INDIAN HILLS
CONDOMINIUM WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF
SUMMIT COUNTY, OHIO.

DATED: _____

BY: _____
FISCAL OFFICER

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
INDIAN HILLS CONDOMINIUM

RECITALS

A. The Declaration of Condominium Ownership for Indian Hills Condominium (the "Declaration") and The Indian Hills Condominium Association Bylaws (the "Bylaws"), Exhibit C of the Declaration, were recorded at Summit County Records, Volume 6987, Page 359 et seq. on or about October 11, 1984.

This Amended and Restated Declaration of Condominium Ownership for Indian Hills Condominium (the "Amended and Restated Declaration") incorporates the Declaration and Bylaws, the First Amendment to the Declaration recorded at Volume 7042, Page 387 et seq. on or about April 17, 1985, the Second Amendment to the Declaration recorded at Volume 7137, Page 815 et seq. on or about November 4, 1985, the Third Amendment to the Declaration recorded at Volume 7236, Page 635 et seq. on or about March 26, 1986, the Fourth Amendment to Declaration recorded at Volume 7279, Page 311 et seq. on or about June 9, 1986, the Fifth Amendment to Declaration recorded at Volume 7290, Pages 49, et seq. on or about September 2, 1986, the Sixth Amendment to Declaration recorded at Volume 7319, Pages 673 et seq. on or about September 16, 1986, the Seventh Amendment to Declaration recorded at Volume 7321, Pages 891 et seq. on or about October 29, 1986, the Eighth Amendment to Declaration recorded at Volume 7364, Pages 942, et seq. on or about January 28, 1987, the Ninth Amendment to the Declaration recorded at Volume 7456, Page 303 et seq. on or about July 8, 1987, the Tenth Amendment to the Declaration recorded at Volume 7513, Pages 435 et seq. on or about October 1, 1987, the Eleventh Amendment to the Declaration recorded at Volume 7516, Pages 615 et seq. on or about October 22, 1987, the Twelfth Amendment to the Declaration recorded at Volume 7560, Page 519 et seq. on or about November 24, 1987, the Thirteenth Amendment to the Declaration recorded at Volume 7565, Page 329 et seq. on or about December 28, 1987, the Fourteenth Amendment to the Declaration recorded at Volume 7592, Page 121 et seq. on or about February 17, 1988, the Fifteenth Amendment to the Declaration duly recorded at O.R. 55, Page 386 et seq. on or about June 13, 1988, and the Sixteenth Amendment to the Declaration recorded at O.R. 230, Page 941 et seq. on or about April 6, 1989 of the Summit County Records, the Amendment to the Declaration recorded at O.R. 718, Page 133 et seq. on or about July 5, 1991, the Amendment to the Declaration recorded at O.R. 1119, Page 813 et seq. on or about October 27, 1992, Amendments to the Declaration recorded at Instrument No. 54816673 on or

about January 30, 2003, the Amendment to the Declaration recorded at Instrument No. 54968576 on or about October 31, 2003, the Amendments to the Declaration recorded at Instrument No. 55149784 on or about February 7, 2005, the Amendments to the Declaration recorded at Instrument No. 55869691 on or about June 22, 2012, the Amendment to the Declaration recorded at Instrument No. 56018457 on or about December 31, 2013, the Amendments to the Declaration recorded at Instrument No. 56782939 on or about November 28, 2022, and the Amendments to the Declaration recorded at Instrument No. 56977303 on or about October 6, 2025 (all the foregoing amendments are collectively referred to as the "Amendments"). The result is a single text that is written as if the text of the above-referenced Amendments had been included in the Declaration and Bylaws.

B. This Amended and Restated Declaration has been prepared at the direction of the Association for the convenience of the Unit Owners as well as for prospective purchasers of Units within Indian Hills Condominium.

C. With the exception of the removal of obsolete references to the Developer, Unit Owners and prospective Unit Owners are reminded that this restatement of the Declaration and Bylaws does *not* materially alter the Declaration and previously recorded Amendments. The Declaration and Bylaws and the Amendments are available for review at the Summit County Fiscal Office. Any inconsistency between the Declaration and Amendments, and this Amended and Restated Declaration will be resolved in favor of the Declaration and the Amendments.

AMENDMENT

The Declaration is amended and retyped as attached.

SIGNATURE PAGES TO FOLLOW

The Indian Hills Condominium Association has caused the execution of this instrument this 17th day of June, 2026.

THE INDIAN HILLS CONDOMINIUM ASSOCIATION

By: David N. Crawford
DAVID N. CRAWFORD, President

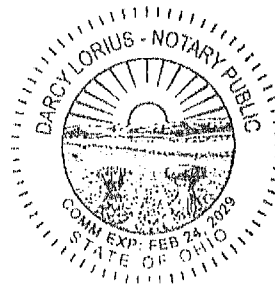
STATE OF OHIO)
) SS
 COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named The Indian Hills Condominium Association, by **DAVID N. CRAWFORD**, its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of the corporation and the free act and deed of him personally and as such officer.

I have set my hand and official seal this 17 day of June, 2026.

Darcy Lorus
NOTARY PUBLIC

Place notary stamp/seal here:



The Indian Hills Condominium Association has caused the execution of this instrument this 17th day of June, 2026.

THE INDIAN HILLS CONDOMINIUM ASSOCIATION

By: Sharen K. Jarzen
SHAREN K. JARZEN, Secretary

STATE OF OHIO)
)
 COUNTY OF SUMMIT) SS

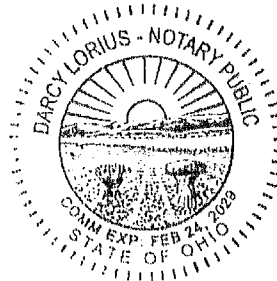
BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named The Indian Hills Condominium Association, by **SHAREN K. JARZEN**, its Secretary, who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of the corporation and the free act and deed of her personally and as such officer.

I have set my hand and official seal this 17 day of June, 2026.

Darcy Lorus
NOTARY PUBLIC

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

Place notary stamp/seal here:



**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
INDIAN HILLS CONDOMINIUM**

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**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
INDIAN HILLS CONDOMINIUM**

WHEREAS, Indian Hills Development Company, hereinafter referred to as "Developer," was the owner in fee simple of Parcel No. 1, hereinbelow described; and

WHEREAS, Developer submitted said Parcel No. 1, together with the improvements constructed thereon and described herein, to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

NOW, THEREFORE, Developer hereby declared:

**ARTICLE I
LEGAL DESCRIPTION AND DEFINITIONS**

A. Legal Description.

The legal description of Parcel No. 1 is attached hereto and marked "Exhibit A."

B. Definitions.

The following terms used herein are defined as follows:

1. Association - means The Indian Hills Condominium Association, a nonprofit corporation formed and existing under Chapter 1702 of the Ohio Revised Code and also shall mean the same as "Unit Owners Association" as defined by Section 5311.01 (L) of the Ohio Revised Code.

2. Board of Directors and Board - means those persons who, as a group, serve as the Board of Directors of the Association.

3. Bylaws - means the Bylaws of the Association, as the same may be lawfully amended from time to time, which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702 of the Ohio Revised Code. The Bylaws are attached hereto and marked as "Exhibit B."

4. **Chapter 5311** - means Chapter 5311 of the Ohio Revised Code, as the same may be amended or supplemented from time to time.

5. **Common Elements** - means "Common Elements" as defined in Section 5311.01 (F) of the Ohio Revised Code.

6. **Common Expenses** - means:

- i) The costs of insurance obtained by the Association;
- ii) The costs of repair, painting, staining, maintenance, treatment, or replacement of the following:
 - a) roofs
 - b) gutters and/or downspouts
 - c) siding
 - d) component parts of the building exterior, and
 - e) allocation toward the reserve funds for items a) through d) above.

All other expenses shall be considered Fixed Expenses.

7. **Common Profits** - means the amount by which the total income received from assessments charged for special benefits to specific Units, rents received from rentals of equipment or space in the Common Elements, and any other fee, charge, or income other than common assessments exceeds expenses allocable to the income, rental, fee, or charge.

8. **Condominium** - means the condominium regime for the Condominium Property created under and pursuant to the provisions of Chapter 5311, as the same may be amended or supplemented from time to time.

9. **Condominium Property** - means Parcel No. 1 and all improvements thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners.

10. Declaration - means this instrument by which the Condominium Property is submitted to Chapter 5311 of the Ohio Revised Code, as this instrument may be lawfully amended from time to time.

11. Drawings - means the drawings prepared and certified by The W.D. McCullough Corporation, in accordance with Section 5311.07 of the Ohio Revised Code, relating to the Condominium Property, which Drawings are attached hereto as Exhibit C. The word "Drawings" shall also include any amendments, supplements, and additions thereto.

12. Limited Common Elements - means "Limited Common Elements" as defined in Section 5311.01 (W) of the Ohio Revised Code, which areas, if any, are so designated on the Drawings and referred to in the Drawings and the Declaration and Bylaws as "L.C.A.s" or "L.C.E.s."

13. Ownership Interest - means:

- i) the exclusive ownership and possessory interest and the entire title in a Unit; and
- ii) in the undivided percentage interest in the Common Elements appertaining thereto.

14. Unit and Units - means that portion or portions of the Condominium Property described as a unit or units in this Declaration and is that portion of the Condominium constituting a "Unit" of the Condominium under the provisions of Chapter 5311.

15. Unit Owner - means "Unit Owner" as is defined by Section 5311.01 (J) of the Ohio Revised Code.

16. All terms used herein which are defined in Chapter 5311 of the Ohio Revised Code shall have the same meaning herein.

ARTICLE II **NAME AND ADDRESS**

The name by which this Condominium is to be identified is "Indian Hills Condominium" and its address is the corner of Smith Road and Sourek Trail, City of Akron, Ohio 44313.

ARTICLE III
THE PURPOSE OF AND RESTRICTIONS ON USE OF
CONDOMINIUM PROPERTY

A. Purposes.

This Declaration was made to establish separate individual parcels from the Condominium Property, to which fee-simple interests may be conveyed, for use for single-family residential living; to establish a unit owners' association to administer the Condominium; to provide for the preservation of the values of Units and the Common Elements; to provide for and promote the benefit, enjoyment and well-being of Unit Owners and occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

B. Restrictions.

1. **Unit Uses** - Each Unit shall be used as a residence for a single family and for no other purposes. A Unit Owner or occupant may use a portion of his Unit for his office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Unit Owner or occupant; and provided further that such activities do not involve the performance of any personal services by the Unit Owner or occupant.

2. **Obstruction of Common Elements** - There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior written consent of the Association, except as hereafter expressly provided.

3. **Hazardous Uses and Waste** - Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the building or contents thereof, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or the L.C.E. appertaining thereto, or in the Common Elements, which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste of any part of the Condominium Property will be committed.

4. **Exterior Surfaces of Buildings** - Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building and no sign, awning, canopy, shutter, radio or television antenna or article of any kind whatsoever shall be affixed to or

placed upon the exterior walls or roof or any part thereof, without the prior written consent of the Association, other than those items originally provided by the Developer.

5. Animals and Pets - No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats, or other common and accepted household pets may be kept in Units, subject to rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose; and provided further that when such pet shall be outside the Unit on the Common Elements, the pet owner shall at all times have said pet under his control and discipline. Further, any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon five (5) days' written notice from the Board of Directors of the Association.

6. Nuisances - No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Unit occupants.

7. Impairment of Structural Integrity of Buildings - Nothing shall be done in any Unit or in, on, or to the Common Elements which will impair the structural integrity of any building or which would structurally change any building.

8. Laundry or Rubbish in Common Elements - No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of garbage, rubbish, debris and other unsightly materials.

9. Use of Common Elements - The Common Elements shall be used for the common recreational, maintenance, service, storage purposes, and access purposes to and from Units, for which they were designed and intended. There shall not be placed or parked any recreational implement, lawn furniture, boats, trailers, vehicles, toys or other similar articles on any part of the Common Elements except in accordance with rules and regulations adopted by the Association.

10. Prohibited Activities - No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise,

designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Condominium Property.

11. Alteration of Common Elements - Nothing shall be altered or constructed in or removed from the Common Elements except as hereinafter provided and except upon the prior, written consent of the Association.

12. Rental of Units - No Unit shall be leased by a Unit Owner to others for business, speculative, investment or any other purposes with the exception for Units which are leased to the parent(s) or child(ren) of a Unit Owner. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Directors may grant permission to a Unit Owner to lease his Unit to a specified renter for a period not less than six (6) consecutive months nor more than twenty-four (24) consecutive months. Any Unit Owner leasing his Unit at the time of filing of this Amendment with the County Fiscal Office, and who has registered his Unit as a rental Unit with the Association, shall continue to enjoy the privilege of renting that Unit until the title to said Unit is transferred to a subsequent Unit Owner.

Any conflict between this provision and other provisions of this Declaration or the Bylaws shall be interpreted in favor of this restriction on leasing. In no event shall the Unit be rented by the Owner thereof for transient or hotel purposes, which is defined to mean: (i) rental for any period less than six (6) full calendar months, or (ii) any rental if the occupants of the Unit are provided in connection with such rentals customary hotel services such as room service for food and beverage, maid service, furnishing of laundry and linen or bell-boy service. Each lease must be in writing, shall require the lessee to abide by the terms of the Declaration and the Bylaws, as well as any rules, and shall give the Board the right to dispossess or otherwise act for the Unit Owner in case of default under the lease or for violation of the Declaration, Bylaws or the Rules. The Unit Owner shall continue to be liable for all obligations of ownership of his Unit and shall be responsible to the Board for the conduct of his lessee. Copies of all such leases shall be delivered to the Board prior to the beginning of the lease term.

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.

13. Occupancy Restriction - No person who is determined to be a sexual predator pursuant to the Ohio Sex Offenders Act and required to register with a designated registering agency pursuant to said Act, 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 Owner's 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 or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

14. 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.

15. Maximum Ownership Limitation - To maintain a residential community that is primarily Unit Owner-occupied, and to protect and preserve the community, property values, and the well-being of Unit Owners and occupants, the ownership of Units are made subject to the following provisions:

- (i) Any one person or entity, including any investor group, corporation, limited liability company, partnership, or trust, is permitted to have an ownership interest in no more than 10 percent of the total Units at any one time. Direct or indirect ownership of more than 10 percent of the Units by the same Unit Owner, other than as described herein, is prohibited.

- (ii) As of the date this amendment is recorded with the Summit County Fiscal Office, a Unit Owner that owns more than 10 percent of the Units as of the date this amendment is recorded with Summit County Fiscal Office is exempt from this restriction until the title conveying their ownership interest(s) is transferred from their Unit(s) to another Unit Owner(s) of record.
- (iii) This prohibition of ownership of more than 10 percent of the Units by a single Unit Owner does not apply to the Association, to the holder, guarantor, or insurer of an institutional mortgage in one or more Units, or an entity related to the Association, holder, guarantor, or insurer of an institutional mortgage, acquiring the Unit(s) pursuant to the remedies provided in this Declaration, including, without limitation, foreclosure sale or deed-in-lieu of foreclosure.

The Board may adopt and enforce rules in furtherance, but not in contradiction, of the provisions in this paragraph, including rules to address and eliminate attempts to circumvent the meaning or intent of this Paragraph 15 and in furtherance of the preservation of the Indian Hills Condominium Association owner-occupied community. The Board has full power and authority to deny the occupancy of any Unit by any person or family if the Board, in its sole discretion, determines that the Unit Owner of the Unit is intending or seeking to circumvent the meaning, purpose, or intent of this Paragraph.

ARTICLE IV

GENERAL DESCRIPTION OF BUILDINGS

There are twenty three (23) residential buildings which are a part of the Condominium Property, one of which contains two Units (1886 and 1890 Indian Hills Trail), one of which contains three Units (1896, 1900 and 1904 Indian Hills Trail), one of which contains four Units (1870, 1874, 1878 and 1880 Indian Hills Trail), one of which contains six Units (1871, 1873, 1877, 1879, 1885 and 1889 Indian Hills Trail), one of which contains four Units (1783, 1787, 1791 and 1795 Bent Bow Drive), one of which contains five Units (1763, 1767, 1771, 1775 and 1779 Bent Bow Drive), one of which contains four Units (1776, 1778, 1784 and 1786 Bent Bow Drive), one of which contains six Units (1842, 1846, 1850, 1854, 1858, and 1862 Indian Hills Trail), one of which contains two Units (1832 and 1836 Indian Hills Trail), one of which contains four Units (1700, 1704, 1708, and 1712 Rock Hill Lane), one of which

contains four Units (1701, 1703, 1705, and 1707 Rock Hill Lane), one of which contains three Units (1755, 1757 and 1759 Bent Bow Drive), one of which contains five Units (1845, 1849, 1853, 1857 and 1861 Indian Hills Trail), one of which contains three Units (1779, 1785, and 1789 Rock Hill Lane), one of which contains two Units (1721 and 1723 Rock Hill Lane), one of which contains three Units (1763, 1765 and 1771 Rock Hill Lane), one of which contains four Units (1786, 1790, 1794 and 1798 Rock Hill Lane), one of which contains two Units (1737 and 1739 Bent Bow Drive), one of which contains two Units (1745 and 1749 Bent Bow Drive), one of which contains two Units (1742 and 1748 Bent Bow Drive), one of which contains four Units (1768, 1770, 1772 and 1776 Rock Hill Lane), one of which contains two Units (1742 and 1746 Rock Hill Lane), and one of which contains two Units (1750 and 1758 Rock Hill Lane). The buildings are located as shown on the Drawings.

The clubhouse located at 1720 Rock Hill Lane, Akron, Ohio 44313 is also a building which is part of the Condominium Property. Its location is shown on the Drawings.

The principal materials of which the buildings are constructed are wood, glass, concrete, concrete block, brick and drywall.

ARTICLE V

INFORMATION ABOUT CONDOMINIUM PROPERTY

The Condominium Property is hereby divided into seventy-eight (78) separately designated and legally described freehold estates, herein described and referred to as 'Units', and one (1) freehold estate, herein described and referred to as the 'Common Elements.' The Unit designations, the dimensions, approximate area, the location and layout of each Unit, and the immediate Limited Common Elements or L.C.E. to which each Unit has access are shown on the set of Drawings attached hereto as Exhibit C. The layout, location, designation and dimensions of the Common Elements and the L.C.E.'s are also shown on the Drawings.

A. Units.

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

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

1. The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile, paneling, and any other finishing materials applied to said perimeter walls, floors and ceilings, and also the aforesaid finishing materials applied to the interior walls, floors and ceilings;

2. All windows, screens and doors, inclusive of the frames, sashes and jambs in the interior and perimeter walls, and the space occupied thereby;

3. The space within all fixtures located within the bounds of a Unit and the space occupied by the fixtures themselves;

4. All unenclosed space, if any, within or occupied by structural parts of the building which may project into the Unit, as defined above, from the unfinished perimeter floor level to the unfinished perimeter ceiling level and including, by way of illustration but not by way of limitation, the space between the shelves of built-in bookcases, if any, the space within built-in cabinets, if any, and the hearths lying within fireplaces, if any;

5. All space between interior walls, floors and ceilings, including the space occupied by structural and component parts of the building and by utility pipes, wires, ducts and conduits.

But, excepting therefrom all of the following items located within the bounds of the Unit, as defined above:

1. The structural and component parts of all interior walls, floors and ceilings, except the decorated surfaces thereof;

2. All structural portions of the building lying within the bounds of the Unit, as above defined;

3. All plumbing, electric, heating, cooling, ventilating and other utility or service lines, pipes, ducts, wires, plugs, outlets, conduits, and valves lying within the bounds of a Unit as above defined, but which also service other Units within the Condominium Property.

Each Unit fronts directly upon and has access to the land upon which the Condominium is situated.

B. Common and Limited Common Elements.

1. Description of Common Elements - The entire balance of the land and improvements thereon, including but not limited to, all buildings, foundations, roofs, main and supporting walls, exterior parking spaces and storage spaces, community and commercial facilities, sewer pipes, water mains, pumps, trees, lawns, gardens, walks, pavement, wires, conduits, utility lines and ducts now or hereafter situated on the Condominium Property, are hereby declared and established as the Common Elements. The clubhouse located at 1720 Rock Hill Lane, Akron, Ohio 44313, the swimming pool, and the deck areas are also part of the Common Elements.

At anytime following the recording of the Amendment recorded on December 31, 2013 at Instrument No. 56018457, the Board may at its sole discretion and without further vote of the Unit Owners, cause the Common Element tennis court to be removed as a Common Element amenity and landscaped in a manner consistent with the existing Condominium Property. Any further improvement or modification of the tennis court area is subject to the capital improvement requirements set forth in Bylaws Article IV, Section 1, Paragraph L, as amended.

2. Use of Common Elements - Except as otherwise limited and restricted herein, each Unit Owner shall have the right to use the Common Elements, in accordance with the purposes for which they are intended, for all purposes incident to the use and occupancy of his Unit as a place of residence, including without limitation the non-exclusive easement, together with other Unit Owners, to use and enjoy the Common Elements for ingress and egress to and from the respective Units and for such other uses as are permitted by this Declaration and the Bylaws, which rights shall be appurtenant to and run with his Unit; provided, however, that no person shall use the Common Elements or any part thereof in such manner as to interfere with, restrict or impede the use thereof by others entitled to the use thereof or in any manner contrary to or not in accordance with this Declaration, the Bylaws, and any rules or regulations of the Association.

The Association shall, subject to the provisions of this Declaration and the Bylaws, have the right but not the obligation, to promulgate rules and regulations limiting the use of the Common Elements.

3. Ownership of Common Elements; Percentages of Interest - The Common Elements comprise, in the aggregate, a single freehold estate, and shall be owned by the Unit Owners as tenants in common, and shall remain undivided. No action for partition of any part of the Common Elements shall be maintainable, except as provided in Article X hereof and in Chapter 5311, nor may any Unit Owner otherwise waive or release any rights in the Common Elements; provided, however, that if any Ownership Interest be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Ownership Interest as between such co-owners.

The percentages of interest in the Common Elements appertaining to each Unit and the respective Unit Owner, and the percentages of interest of each Unit in the Association for voting purposes, for the distribution of Common Profits, for the assessment and payment of Common Expenses, and for all other purposes shall be "par values" which shall be based upon the proportionate square footage that each of the Units bears to the aggregate square footage of the maximum number of Units that may ultimately be part of the Condominium. The par values or percentages of interest of each Unit are set forth in Exhibit D.

The undivided percentage of interest of each Unit Owner in the Common Elements, as said percentage of interest and Common Elements may exist from time to time, shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered with its respective Unit even though the description in any instrument of conveyance or encumbrance refers only to the Unit.

4. Percentages of Interest of Units -

Units constructed on the Condominium Property will be single-story Units (having "Unit A," or "Unit A Revised" type floor plans) or two-story Units (having "Unit B," "Unit C," "Unit D," or "Unit E" type floor plans). "Unit As" will have two (2) bedrooms and two (2) bathrooms, "Unit Bs" will have two (2) bedrooms and two and one-half (2-1/2) bathrooms, "Unit Cs" will have three (3) bedrooms and two and one-half (2-1/2) bathrooms, "Unit Ds" will have three bedrooms and two and one-half (2-1/2) bathrooms, "Unit Es" will have three (3) bedrooms and two and one-half (2-1/2) bathrooms, and "Unit A Revised" will have two (2) bedrooms and three (3) bathrooms.

5. Description of Limited Common Elements - Included in the Common Elements but restricted to the sole use of the Unit Owners of Units

to which such elements are appurtenant are areas designated as "Limited Common Areas" ("L.C.A.s") on the Drawings.

ARTICLE VI
GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

A. Maintenance of Units.

1. **By the Association** - The Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions of each Unit which contribute to the support of the building, as well as the Unit's driveway and front sidewalk, excluding, however, the surfaces of interior walls, the surfaces of ceilings and floors, and any chimney flues.

2. **By the Unit Owner**. The responsibility of each Unit Owner shall be as follows:

- i) To maintain, repair and replace at his expense all portions of his Unit and any L.C.E. appertaining thereto, excluding, however, the Unit's driveway and front sidewalk, which shall be the responsibility of the Association, all installations in said Unit and any L.C.E. appertaining thereto of such appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any other utility service facilities located within the Unit boundaries and any L.C.E. appertaining thereto. Said Unit Owner shall also maintain, repair and replace at his expense any air conditioning and/or heating apparatus located outside his Unit which apparatus serves his Unit and any L.C.E. appertaining thereto;
- ii) To maintain and repair all patios, sun decks, balconies, windows and doors, vestibules and entryways and all associated structures and fixtures therein, which are appurtenances to his Unit and any L.C.E. appertaining thereto. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances;
- iii) All of the work required of the Unit Owner in subparagraphs (i) and (ii) hereof shall be performed by him promptly, properly, and in good workmanlike manner using first-class materials of equivalent or better quality than those originally installed or incorporated into the Condominium Property, and using competent and qualified labor;

- iv) To perform his duties and responsibilities in such manner so as not unreasonably to disturb other Unit Owners or Unit occupants;
- v) Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the Unit and any L.C.E. appertaining thereto, unless the prior written consent of the Association is obtained;
- vi) To promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association;
- vii) Not to make any alterations in the portions of the Unit and any L.C.E. appertaining thereto or the buildings which are to be maintained by the Association or on the Common Elements or to remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the Association, nor shall any Unit Owner impair any easement without first obtaining the written consents of both the Association and the Unit Owner or Unit Owners for whose benefits such easement exists.

B. Use and Maintenance of Common Elements.

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

2. Maintenance of Common Elements - Except as otherwise expressly provided herein, the Association shall maintain and keep the Common Elements in a state of good working order, condition and repair, in a clean, neat, safe, and sanitary condition, and in conformity with all laws, ordinances and regulations applicable to the Common Elements, by promptly,

properly, and in a good and workmanlike manner, making all repairs, replacements, alterations, and other improvements necessary to comply with the foregoing. The obligations herein described shall include, without limitation, maintaining, planting, seeding, re-seeding, fertilizing, cutting and trimming all of the lawns within the Common Elements.

3. Delegation of Association's Powers to Management Agent -

Except as otherwise provided herein, management, repair, alteration and improvement of the Common Elements shall be the responsibility of the Association. The Association may, but shall not be required to, delegate all or any portion of its authority to discharge such responsibility of the Association to a manager, management agent, or management company. Such delegation may be evidenced by a management contract (which shall not exceed one year's duration) which may be executed on behalf of the Association by the officers of the Association and which shall provide for the duties to be performed by the manager, management agent, or management company. Upon the expiration of said one-year period, the Association may renew said management contract for an additional one-year period, or, with the approval of members entitled to exercise more than fifty percent (50%) of the voting power of the Association, designate a different manager for the Condominium Property.

C. Repairs to Common Elements Necessitated by Unit Owners' Acts.

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

D. Use and Maintenance of Limited Common Elements.

1. Each Unit Owner agrees to maintain, repair and replace, at his expense, all portions of any L.C.E. appertaining to his Unit.

2. The Association shall not be responsible for the repair, maintenance, or improvement of any L.C.E., except that within said L.C.E., snow may be removed from drives and walkways by the Association.

3. Unit Owners may not use a L.C.E. unless the Declaration provides that their Unit is entitled to the use thereof.

E. Construction Defects.

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

F. Effect of Insurance or Construction Guarantees.

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

G. Severance of Ownership.

No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Ownership Interest without including therein both his interest in the Unit and his corresponding percentage of interest in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted, even though the latter is not expressly mentioned or described therein. For purposes of conveyance of title to a purchaser of a Unit, description by setting forth the name of the Condominium Property, the number of the Unit or Units, and the numbers of the volumes and initial pages of the records of the Declaration and Drawings shall be adequate to convey the fee simple title thereto together with the corresponding percentage of interest in the Common Elements.

H. Easements.

1. **Encroachments** - In the event that, by reason of the construction, reconstruction, settlement or shifting of a building, any part of the Common Elements presently encroaches or shall hereafter encroach upon any part of a Unit and/or a L.C.E. appertaining thereto, or any part of a Unit and/or a L.C.E. presently encroaches or shall hereafter encroach upon any

part of the Common Elements or any other Unit and/or a L.C.E. appertaining thereto, or if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit presently encroaches or shall hereafter encroach upon any part of any Unit and/or a L.C.E. appertaining thereto, valid easements for the existence and maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Unit Owner of any Unit or in favor of the Common Elements if such encroachment occurred due to the willful conduct of said Unit Owner.

2. Maintenance Easements - The Unit Owner shall be subject to an easement for access arising from the necessity of maintenance or operation of an entire building. The Unit Owner of each Unit shall have the permanent rights and easements to and through the Common Elements and building walls for the use of water, gas, sewer, electricity, television antenna, and other utilities now or hereafter existing within the walls, and for the use of television cables and equipment installed by the Association or by an independent company to serve the Units for a fee or free of charge, and further, shall have an easement to hang pictures, mirrors and the like upon the walls of his Unit.

3. Easements for Certain Utilities - The Association may grant easements for utility purposes for the benefit of the Condominium Property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains and lines, telephone wires and equipment, television cables, and electrical conduits and wires over, under, along and on any portion of the Common Elements, and each Unit Owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing.

4. Easements Through Walls Within Units - Easements are hereby declared and granted to install, lay, maintain, repair and replace any pipes, wires, ducts, conduits, television cables and equipment, public utility lines or structural components running through the walls of the Units, whether or not such walls lie in whole or in part within the Unit boundaries.

5. Easements for Garages and Parking - Easements are hereby declared and created for ingress and egress into and from each Unit Owner's

garage for the benefit of said Unit Owner and his guests. No other Unit Owner or Unit Owners, invitees, assigns or guests shall block or deny access, ingress or egress to another Unit Owner to said Unit Owner's garage. Further easements are hereby declared and created for the benefit of all Unit Owners and their invitees and guests to park automobiles in designated parking areas in the Common Elements. The Association shall have the right to promulgate further rules and regulations regarding parking areas in the Common Elements.

6. Easements to Public Highways - Easements are hereby declared and created on and over the paved driveways of the Common Elements for the benefit of Unit Owners and their guests for access to and from the public streets and highways surrounding the Condominium Property, including Sourek Trail and Smith Road. No Unit Owner or his guests shall block said driveways or in any other way deny another Unit Owner or his guests access to or from said public streets or highways.

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

ARTICLE VII **UNIT OWNERS' ASSOCIATION**

A. Membership.

Developer caused to be formed a Unit Owners Association, to be called the "The Indian Hills Condominium Association" (hereinafter and before called the "Association") as an Ohio nonprofit corporation, which was established for the administration of the Condominium Property. Each Unit Owner, upon acquisition of title to a Unit within the Condominium Property as presently constituted, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Ownership Interest, at which time, the new Unit Owner of such Unit shall automatically become a member of the Association.

B. Board of Directors and Officers.

The Board of Directors and officers of the Association elected as provided in the Bylaws of the Association attached hereto as Exhibit B shall

exercise the powers, discharge the duties and be vested with the rights conferred upon the Association by operation of law, the Bylaws and this Declaration, except as otherwise specifically provided; provided, however, that in the event any such power, duty or right shall be deemed exercisable or dischargeable by or vested in, an officer or member of the Board of Directors, solely in his capacity as an officer or a member of the Board of Directors, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this Declaration and the Bylaws.

C. Administration of Condominium Property.

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

D. 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.

ARTICLE VIII
ASSESSMENTS

A. General.

Assessments for Common Expenses shall be made in the manner provided herein, and in the manner provided in the Bylaws.

B. Division of Common Profits and Common Expenses.

The Common Profits of the Condominium Property shall be distributed among, and the Common Expenses of the Condominium Property shall be assessed against, the Units in accordance with each Unit's percentage of ownership of the Common Elements as recorded in the Summit County Records. Common Expenses are defined as and limited to a) the costs of insurance obtained by the Association, and b) the costs of repair, painting, staining, maintenance, treatment, or replacement of the following:

- i) roofs

- ii) gutters and/or downspouts
- iii) siding
- iv) component parts of the building exterior, and
- v) allocation toward the reserve funds for items i) through iv).

All other expenses shall be assessed against the seventy-eight (78) Units equally. In all matters requiring a vote of the Association, there shall be one vote per Unit.

C. Non-Use of Facilities.

No Unit Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

D. Lien of Association.

The Association shall have a lien upon the estate or interest of any Unit Owner in his Unit and the appurtenant percentage of interest in the Common Elements for the payment of the portion of the Common Expenses and Fixed Expenses chargeable against the Unit that remains unpaid for ten (10) days after the portion has become due and payable. The continuing lien is effective on the date a certificate of lien, subscribed by the President, designated representative, or other chief officer of the Association, is filed for record in the office of the Recorder of the County of Summit, Ohio, pursuant to authorization given by the Board of Directors of the Association. The certificate shall contain a description of the Unit, the name or names of the record Unit Owner or Unit Owners thereof, and the amount of the unpaid portion of the Common Expenses and Fixed Expenses. The lien is valid for a period of five (5) years from the date of filing, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a Court having jurisdiction in an action brought to discharge the lien as hereinafter provided. In addition, the Unit Owner and any occupant thereof shall be personally liable for such Common Expenses and Fixed Expenses chargeable for the period of his ownership or occupancy.

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.

E. Priority of Association's Lien.

The continuing lien provided for in Section D of this Article VIII is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages that have been filed for record before the lien of the Association came into existence, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association after authorization from the Board of Directors.

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

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

G. Liability for Assessments Upon Voluntary Conveyance.

In a voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments levied by the Association against the grantor and his Unit for his share of Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board of Directors of the Association after demand has been made upon the Association in writing, setting forth the amount of all unpaid assessments against the grantor due the Association, and such grantee shall not be liable for nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement. If the Association fails to furnish said statement to such grantee within fifteen (15) days of receipt of said written demand, then such grantee shall not be liable nor shall the Unit conveyed be subject to a lien for any unpaid assessments made by the Association against the grantor. As used in this

paragraph "grantor" shall include a decedent's estate and "grantee" shall include a devisee or intestate heir of said decedent.

H. Dispute as to Common Expenses.

Any Unit Owner who believes that the portion of Common Expenses chargeable to his Unit, for which a certificate of lien has been filed by the Association, has been improperly charged against him or his Unit may commence an action in the Court of Common Pleas for the County of Summit, Ohio, for the discharge of all or any portion of such lien.

ARTICLE IX
INSURANCE

A. Casualty Insurance.

1. Coverage.

(a) **Mandatory Coverage** - The Association shall carry Casualty Insurance (also sometimes known as "property insurance" or "fire and extended insurance"), subject to a deductible as provided for in subparagraph 4 below, on all of the insurable improvements comprising the Common Elements, including the Limited Common Elements, and all personal property as may be owned by the Association and for which the Association is responsible.

(b) **Optional Coverage** - The Association may, as the Board so determines, also carry Casualty Insurance on some or all of the fixtures, structures, betterments and other insurable improvements constituting a part of the Units. In deciding whether to increase, or later decrease the scope of Casualty Insurance coverage permitted by this subparagraph, the Board may, among other factors, consider the Association's insurance claim history, the financial costs to the Association and the individual Unit Owners, mortgage market requirements, and the overall state of the condominium insurance market. The Board's decision as to the scope of Casualty Insurance coverage shall be determined as first and foremost reflected from time to time in the Board's meeting minutes, not the terms of the insurance policy itself. The Unit Owners shall have the burden to determine whether any portion of the Units are insured under the Association's Casualty Insurance policy; provided, however, that, the Association

shall provide the Unit Owners with at least thirty (30) days prior written notice of any increase or decrease in the scope of Casualty Insurance coverage, particularly as it pertains to the Units.

2. Risks To Be Insured and Amount Thereof - The Association's Casualty Insurance shall protect against loss or damage by fire and hazards now or hereafter embraced by "extended coverage, vandalism and malicious mischief," and all other perils which are customarily covered, including perils normally covered by the standard "all-risk" endorsement; in an amount sufficient to cover the full replacement value, less deductible, of the cost of repair or reconstruction needed to restore the property to the condition it was in immediately prior to the damage or destruction from any such casualty (excluding excavation and foundation costs and other items normally excluded from such coverage).

3. Beneficiary Interests - Subject to the provisions of subparagraph 6 below, the Association's Casualty Insurance shall be for the benefit of the Association, each of the Unit Owners, and the holders of mortgages upon the Ownership Interests, as their interest may appear, and shall provide for the issuance of certificates of insurance with mortgagees' endorsements to the holders of mortgages on the Units, if any.

4. Deductibles - The Association's Casualty Insurance may include a reasonable deductible as determined by the Board. In the absence of any negligence, the deductible shall be paid by the party who would be responsible for the loss or repair in the absence of insurance. In the event of multiple parties or combined claims covered by the Association's Casualty Insurance policy, shall be allocated in relation to the amount each party's claim bears to the total amount of the claim, with the party incurring the larger share of the loss responsible for the larger share of the deductible.

5. Negligence - Nothing in the Declaration shall be deemed to impose any contractual obligation on the Association for the maintenance, repair or replacement of any portion of the Condominium Property, but the Association's liability shall be limited to damages resulting from negligence. If any loss or repair is due to the negligence or intentional act of the Association or a Unit Owner (or anyone for which either is respectively responsible as provided for in this Declaration), then, in such case, the negligent, responsible party, being either the Association or the Unit Owner, shall be responsible for the full amount of the deductible. Each Unit Owner shall further be liable for the expenses of any maintenance, repair or

replacement rendered necessary by his/her negligence or by that of any member of his/her family or his/her or their guests, employees, agents or lessees, to the extent that such expense is not paid for by the Association's insurance carrier, whether as a result of the deductible or otherwise. A Unit Owner shall also pay the amount of any increase in insurance premiums occasioned by his/her use, misuse, occupancy or abandonment of his/her Unit or its appurtenances or of the Common Elements, including the Limited Common Elements.

6. **Claim Filing** - The Board shall have the sole right and authority to file, or authorize the filing of, any and all claims for damage or destruction that are or may be covered by the Association's Casualty Insurance policy regardless of the person(s), including mortgagees, who may be named as an additional insured or beneficiary of such policy, as the Board determines is consistent with the intent of this Declaration and in the Association's best interests; provided, however, that a mortgagee having an interest in such losses may participate in the settlement negotiations, if any, related thereto. The failure or refusal of the Association to process or file any claim for damage or destruction to any part of the Condominium Property under the Association's Casualty Insurance shall not give rise to any claim against the Association or the Board.

7. **Insurance Company Rating** - All policies shall be written with a company licensed to do business in the State of Ohio and, unless not reasonably available to the Association, holding a rating of "A" or better by Best's Insurance Reports, or its present-day equivalent.

8. **Mortgagee and Other Additional Insurance Requirements** - Notwithstanding anything to the contrary anywhere in this Paragraph A, the Board shall have the full right and authority, but not the obligation, to purchase Casualty Insurance, and/or any other insurance policy or endorsement, that includes any and all such terms, conditions or requirements, as the Board determines is in the Association's best interest and is necessary to comply with any requirements of Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), the designee of FNMA or FHLMC, or any other financial institution or government agency. If the Association provides, as the Board so decides, any additional insurance coverage beyond the minimum requirements contained in this Section A, for less than all the Unit Owners, the Association may levy a special assessment against only those Unit Owners so requiring such additional insurance in an amount to be determined by the

Board. The Board shall further have the right and power to execute and record special Amendment to this Section A, as the Board determines to be in the Association's interest, to comply with the requirements of FNMA and/or FHLMC. In furtherance of the right and power to record such special amendment, a power coupled with an interest is hereby reserved and granted to the Board to vote in favor of, make or consent to such special amendment on behalf of each Unit Owner as proxy or attorney-in-fact as the case may be.

9. Unit Owner Insurance - Each Unit Owner shall separately insure those portions of his/her Unit, which includes, without limitation, all fixtures, installations, plaster or plasterboard, concrete and wooden floors and improvements within or a part of said Unit and all utilities serving only the said Unit, not insured by the Association, and insurance on the Limited Common Elements and Unit up to the amount of the Association's Casualty Insurance deductible when either such areas are insured by the Association, against loss by fire and other hazards and perils now or hereafter embraced by "extended coverage, vandalism and malicious mischief" and "all-risk" insurance. Each Unit Owner shall file a copy of the policy(ies), or such other evidence of insurance as the Board may require, with the Association within thirty (30) days of receipt of a request from the Association. Each Unit Owner shall further separately insure the personal contents of his/her Unit, as well as any other personal property, which he/she stores elsewhere on the Condominium Property.

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

B. Public Liability Insurance.

The Association shall insure itself, all Unit Owners and members of their respective families and other persons residing with them in the Condominium Property, their tenants, and all persons lawfully in possession

or control of any part of the Condominium Property, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from the Common Elements, such insurance having limits as the Board of Directors may determine. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner or occupant because of negligent acts of the Association the Board of Directors, or other Unit Owners or occupants.

Such policy shall not insure against liability for personal injury or property damage arising out of or relating to individual Units, or L.C.E.s appertaining thereto.

C. Insurance Premiums.

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

ARTICLE X
DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS

A. Damage and Destruction.

1. Immediately after the damage or destruction by fire or other casualty to all or any part of the Condominium Property covered by the Association's Casualty Insurance, as determined by the Board, the Board or its duly authorized agent may proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Such costs may include professional fees and premiums for such bonds as the Board deems necessary. Each Unit Owner shall be deemed to have delegated, and does delegate upon acquisition of any title interest in a Unit, to the Board or its agent, his/her right to adjust with insurance companies all losses under the Casualty Insurance policies referred to in Section A of Article IX. In furtherance of this delegation, the Board, and its authorized agents, is and are hereby appointed the attorney-in-fact for all Unit Owners to make proof of loss, to negotiate loss adjustment, and to acknowledge receipt for any sums received on or under any and all of said policies.

2. In the event any damage to or destruction of the Common Elements renders seventy percent (70%) or more of the Units then comprised within the Condominium Property untenable, the Unit Owners may, by the vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, elect not to repair or restore such damaged part at a meeting which shall be called within ninety (90) days after the occurrence of the casualty. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Unit Owner. In the event of any such sale or a sale of the Condominium Property after such election, by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Elements. No Unit Owner, however, shall receive any portion of his/her share of such proceeds until all liens and encumbrances on his/her Unit have been paid, released or discharged.

B. Restoration of Buildings.

1. Unless Unit Owners elect not to restore the damaged property as provided for in Section A(2) above, following the occurrence of a casualty for which insurance proceeds are recovered, the Association shall repair and reconstruct all damage to or destruction of the Common Elements and Limited Common Elements substantially as such Elements existed immediately before the damage or destruction, provided that the Board may provide for the use of such new or alternative materials as the Board reasonably determines are in the Association's best interest. Distribution and/or payment of Association insurance proceeds for the repair and reconstruction of any Unit, if any, shall be determined by the Board.

2. If the cost of the repair for the damages or destruction to the Common Elements exceeds the amount of the insurance proceeds received, such excess may be provided for either by means of a special assessment levied by the Board against all Unit Owners in proportion to each Unit Owner's share in the Common Elements or by means of an appropriation from the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the Common Elements, as the Board, in its sole discretion, may determine. Additional assessments may be made in a like manner at any time during or following the completion of any repair or reconstruction.

3. If the cost of repairs to the Common Elements and the Limited Common Elements, is less than the amount of such insurance proceeds, the excess shall be retained by the Association and placed in the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the Common Elements.

4. If the cost of the repair for the damages or destruction to the Limited Common Elements exceeds the amount of the insurance proceeds received, such excess may be provided for by means of a special assessment levied by the Board against the Unit Owner(s) having the exclusive use of such Limited Common Elements.

5. After any damage to or destruction of his/her Unit, each Unit Owner shall restore his/her Unit, including utilities serving the Unit, at the Unit Owner's sole expense, to such minimum standards as the Board may at any time and/or from time to time, in its sole discretion, establish and shall complete such restoration within eight (8) months after the damage or destruction. Minimum standards may include requiring installation of drywall finished with at least one coat of primer, basic floor coverings, and utility lines, ducts, vents and related fixtures and equipment.

ARTICLE XI **CONDEMNATION**

A. General.

Whenever all or any part of the Common Elements shall be taken by an authority having the power of condemnation or eminent domain (a "taking"), each Unit Owner shall be entitled to notice thereof. Each Unit Owner hereby designates and appoints the Association, and any duly authorized agent of the Association, as his exclusive agent to handle, negotiate, settle and conduct all matters, proceedings and litigation incident to such taking, and the Association shall have the power and authority to do so. Any award made for such taking shall be payable to the Association. Unless otherwise provided by law at the time of such taking, any award made therefor shall be disbursed by the Association as hereinafter provided in this Article XI.

B. Common Elements.

1. If a taking takes only Common Elements and not a Unit, the Association shall be deemed to have determined to repair, restore and, if reasonably feasible and desirable, replace any Common Elements taken,

remaining and/or damaged in accordance with plans prepared at the instance of the Association unless Unit Owners having at least seventy-five percent (75%) of the total voting power of the Association shall decide by vote, at a meeting of the Unit Owners of the Association called for that purpose and held within sixty (60) days after the taking, not to restore, repair and replace. The Board of Directors shall make arrangements for any restoration, repair and/or replacement in accordance with the plans prepared by the Association. The Association shall disburse the proceeds of such award in the same manner as they are required to disburse insurance proceeds where damage or destruction to the Common Elements is to be repaired or constructed, as provided in Article X hereof; subject, however, to the determination of any court of competent jurisdiction that a disproportionate distribution be made, and subject, further, to the right hereby reserved to the Board of Directors to hire a real estate appraiser to recommend (or recommend against) a disbursement of the award (after payment of all costs incident to the repair, restoration and/or replacement and all expenses of the appraiser) to Unit Owners or any one or more of them in amounts disproportionate to their percentages of undivided interest in the Common Elements, which disproportionate amounts shall correspond with the disproportionate damages sustained by the Unit Owners or any one or more of them. If the appraiser should recommend a disproportionate distribution, he shall state the manner in which he believes the distribution should be made. The Board of Directors shall use reasonable judgment in deciding whether to hire an appraiser to make such recommendations. If an appraiser is hired, a copy of his recommendation shall be given (in the manner of giving notices to Unit Owners) to all Unit Owners and the Association shall not make any distribution of the award within twenty (20) days following the delivery of copies of the recommendation to the Unit Owners nor within any period of time thereafter that the recommendation may be subject to or is being arbitrated. Within twenty (20) days after a copy of the recommendation has been mailed (or otherwise delivered) to the Unit Owners, any Unit Owner may give written notice to the Association that he objects to the recommendation. Any objection shall be submitted to and settled by arbitration in accordance with the Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The proper parties before the arbitration shall be the Unit Owners who have given notice of their objection to the recommendation and the Association or its authorized agent, who shall act on behalf of all nonobjecting Unit Owners. If an objection is not submitted to arbitration as herein provided within thirty (30) days after written notice of the objection was given to the Association, then any Unit

Owner who shall have given notice of objection shall be deemed to have withdrawn his objection and the Association shall distribute the award in accordance with the recommendation.

2. If Unit Owners having at least seventy-five percent (75%) of the voting power of the Association shall decide by vote at a meeting of the Unit Owners of the Association held within sixty (60) days after the taking, not to restore, repair, and replace the taking or damage, then such taking shall be deemed to be and shall be treated as damage or destruction which shall not be repaired or reconstructed as provided for in Article X hereof, whereupon, the Condominium shall be terminated in the manner therein prescribed, unless otherwise provided by law.

C. Units.

If the taking includes one or more Units or any part or parts thereof, whether or not there is included in the taking any part of the Common Elements, then the award shall be disbursed and all related matters, including without limitation, alteration of the percentages of undivided interest of the Unit Owners in the Common Elements, shall be handled pursuant to and in accordance with the consent of all Unit Owners expressed in a duly-recorded amendment to this Declaration. The Unit Owner or Owners of any Unit taken shall be deemed to be Unit Owners for the purpose of signing such an amendment. In the event that such an amendment shall not be recorded within ninety (90) days after such taking, the matter of what shall happen to this Condominium, the disposition of the award, and all other issues arising out of the taking shall be submitted to the Common Pleas Court in the County of Summit, Ohio, for resolution and determination.

ARTICLE XII
REHABILITATION AND OTHER IMPROVEMENTS

The Association may, by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power, determine that the Condominium Property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board of Directors of the Association shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a Common Expense. Any Unit Owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the President of the Association within five (5) days after receiving notice of such vote, to receive the fair value of his Unit, less the amount of any liens and encumbrances thereon as of the

date such vote is taken and less the amount of any liens and encumbrances filed or otherwise arising against his Unit during the period from the date of such vote to the date of conveyance in return for a conveyance of his Unit, subject to such liens and encumbrances, to the Association. In the event of such election, such conveyance and payment of the consideration therefor, which shall be a Common Expense to the Unit Owners who have not so elected, shall be made within ten (10) days thereafter, and, if such Owner and a majority of the Board of Directors of the Association cannot agree upon the fair value of such Unit, such termination shall be made by the majority vote of three (3) appraisers, one of whom shall be appointed by such Unit Owner, one of whom shall be appointed by the Board of Directors, and the third of whom shall be appointed by the first two appraisers.

ARTICLE XIII
REMOVAL FROM CONDOMINIUM OWNERSHIP

A. Removal.

The Unit Owners, by unanimous vote, may elect to remove the Condominium Property from the provisions of Chapter 5311. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Condominium Property, shall be paid, released, or discharged, and a certificate setting forth that such election was made shall be filed with the Fiscal Office of the County of Summit, Ohio, and by him recorded. Such certificate shall certify therein under oath that all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Common Elements have been paid, released, or discharged, and shall also be signed by the Unit Owners, each of whom shall certify therein under oath that all such liens and encumbrances on his Unit or Units have been paid, released or discharged.

B. Effect of Removal.

Upon the removal of the Condominium Property from the provisions of Chapter 5311, all easements, covenants and other rights, benefits, privileges, impositions and obligations declared herein to run with the land or any Ownership Interest or interest therein shall terminate and be of no further force or effect.

ARTICLE XIV
AMENDMENT OF DECLARATION AND BYLAWS

This Declaration and the Bylaws attached hereto as Exhibit B may be amended upon the filing for record with the Fiscal Office of the County of Summit of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by either the Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association or by the President and the Secretary of the Association together with an affidavit by said officers that the amendment has received the written approval of 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 to all mortgagees having bona fide liens of record against any Ownership Interest.

No amendment shall have any effect, however, upon the rights of bona fide first mortgagees until the written consent to such amendment of such mortgagees has been secured. Such consents shall be retained by the Secretary of the Association and his certification in the instrument of amendment as to the names of the consenting and nonconsenting mortgagees of the various Units shall be sufficient for reliance by the general public. If less than all mortgagees consent to an amendment to the Declaration and/or the Bylaws attached hereto as Exhibit B, said amendment or modification shall nevertheless be valid among the Unit Owners, inter sese, provided that the rights of a nonconsenting mortgagee shall not be derogated thereby.

Notwithstanding the above, without a Unit Owner vote, the Board may amend the Declaration in any manner necessary for any of the following purposes:

- A.** To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions;
- B.** To meet the requirements of insurance underwriters;
- C.** To bring the Declaration into compliance with the Ohio Condominium Act (Revised Code Chapter 5311);

- D. To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration;
- E. To designate a successor to the person named to receive service of process for the Association. If the Association is incorporated in Ohio, this may be accomplished by filing with the Secretary of State an appropriate change of statutory agent designation;
- F. To delete as void, any provision within the Declaration or Bylaws, or in any applicable restriction or covenant, that prohibits, limits the conveyance, encumbrance, rental, occupancy, or use of property subject to Revised Code Chapter 5311 on the basis of race, color, national origin, sex, religion, or familial status; or
- G. To permit notices to Unit Owners, as required by the Declaration or Bylaws, to be sent by electronic mail and, if returned undeliverable, by regular mail, provided the Association has received the prior, written authorization from the Unit Owner.

Any Unit Owner who is aggrieved by an amendment to the Declaration that the Board of Directors makes in accordance with the above may commence a declaratory judgment action to have the amendment declared invalid as violative of the above. Any action filed to contest the validity of the amendment must be filed in the appropriate court of common pleas within one year from the date of the recordation of the amendment.

In addition, the Board of Directors, without further vote of the Unit Owners, may amend this Declaration and the Bylaws to delete or modify provisions that are no longer substantively applicable to the community or the Association, such as elimination of provisions that applied to the original development of the Indian Hills Condominium, and references to the Developer and the Developer's control period. The authority provided in this paragraph also includes the authority to update or modify the terminology used throughout this Declaration and the Bylaws to ensure consistency with Ohio law. Any amendment made by the Board pursuant to this paragraph must be recorded with the Summit County Fiscal Office to be effective. No amendment made by the Board pursuant to this paragraph may substantively change, alter, delete, or in any way modify any rights, responsibilities, or powers of the Association, the Board of Directors, or the Unit Owners.

ARTICLE XV
REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS

A. Abatement and Enjoinment.

The violation of any restriction, condition, regulation or rule adopted by the Association or the breach of any restriction, covenant or provision contained in this Declaration or in the Bylaws shall give the Association the right, in addition to the rights hereinafter set forth in this Article XV and those provided by law: (i) to enter upon the land or Unit or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the Unit Owner of the Unit where the violation or breach exists (or if the violation or breach is in respect to L.C.E.s, the Unit Owner of the Unit to which the L.C.E. is appurtenant), any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, the Bylaws, or any rules and regulations, and the Association and its agents shall not be thereby deemed guilty in any manner of trespass; (ii) to enjoin, abate or remedy by appropriate legal or equitable proceedings the continuance of any breach; and/or (iii) to commence and prosecute an action to recover any damages which may have been sustained by the Association or any Unit Owner or Unit Owners.

B. Involuntary Sale.

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

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

C. 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.

The Board will impose the following enforcement procedure:

i) Prior to imposing a charge for damages or an enforcement assessment, the Board will give the Unit Owner a written notice, which may be in the form of electronic mail to an electronic mail address previously provided by the Unit Owner in writing, that includes:

- 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 to contest the proposed charge or assessment;

d) A statement setting forth the procedures to request a hearing;

e) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.

ii) Hearing Requirements:

a) To request a hearing, the Unit Owner must deliver a written notice to the Board not later than the tenth day after receiving the notice required above. 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.

b) If a Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Unit Owner with a written notice that includes the date, time, and location of the hearing.

c) The Board will not levy a charge or assessment before holding a properly requested hearing.

iii) The Board may allow a reasonable time to cure a violation described above before imposing a charge or assessment.

iv) Within 30 days following a hearing at which the Board imposes a charge or assessment, the Association will deliver a written notice of the charge or assessment to the Unit Owner.

v) The Association will deliver any written notice required above to the Unit Owner or any Unit occupant of the Unit by personal delivery, by electronic mail, by certified mail, return receipt requested, or by regular mail.

ARTICLE XVI

NOTICES TO MORTGAGEES

Any holder or insurer of a first mortgage, upon written request to the Association (which request states the name and address of such holder or insurer

and the Unit designation), shall be entitled to timely written notice by the Association of:

1. any proposed amendment of the Condominium organizational documents effecting a change in (a) the boundaries of any Unit, (b) the undivided interest in the Common Elements appertaining to any Unit or the liability for Common Expenses appertaining to any Unit, or (c) the purposes to which any Unit or the Common Elements are restricted;
2. any proposed termination of the Condominium as a condominium regime;
3. any condemnation or eminent domain proceeding affecting the Condominium Property or any part thereof, of which the Board of Directors obtains notice;
4. any significant damage or destruction to the Common Elements or to a Unit securing its mortgage;
5. any decision by the Association not to restore substantial damage or destruction;
6. any decision by the Association to renew or rehabilitate the Condominium Property;
7. any decision by the Association to construct new capital improvements not replacing existing improvements;
8. times and places of Association meetings;
9. any default under the Condominium organizational documents which gives rise to a cause of action against a Unit Owner whose Unit is subject to the mortgage of such holder or insurer, including the non-payment of assessments or other charges, where the default has not been cured in sixty (60) days; and
10. any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

ARTICLE. XVII
MISCELLANEOUS PROVISIONS

A. Covenants Running with Land.

Each grantee of the Developer, by the acceptance of a deed of conveyance in respect to any interest in any part of the Condominium Property, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration and the Bylaws, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such Unit Owner in like manner as though the provisions of the Declaration and the Bylaws were recited and stipulated at length in each and every deed of conveyance.

B. Waiver.

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

C. Severability.

The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration or the Bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

D. Time Limits.

If any of the privileges, covenants or rights created by this Declaration or the Bylaws shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue until twenty-one (21) years after the death of the survivor of the now living descendants of Ronald Reagan, President of the United States of America.

E. Headings.

The heading to each Article and to each Section hereof is inserted only as a matter of convenience and for reference and in no way defines, limits or describes the scope or intent of this Declaration nor in any way affects this Declaration.

F. Interpretation.

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.

EXHIBIT A
LEGAL DESCRIPTION

PARCEL NO. 1

See Exhibit A of the Declaration of Condominium Ownership for Indian Hills Condominium recorded at Volume 6987, Page 359 et seq. of the Summit County Fiscal Office.

The first amendment to the Declaration recorded at Volume 7042, Page 387 et seq., the second amendment to the Declaration recorded at Volume 7137, Page 815 et seq., the third amendment to the Declaration recorded at Volume 7236, Page 635 et seq., the fourth amendment to the Declaration recorded at Volume 7279, Page 311 et seq., the fifth amendment to the Declaration recorded at Volume 7290, Page 49 et seq., the sixth amendment to the Declaration recorded at Volume 7319, Page 673 et seq., the seventh amendment to the Declaration recorded at Volume 7321, Page 891 et seq., the eighth amendment to the Declaration as recorded at Volume 7364, Page 942 et seq., the ninth amendment to the Declaration as recorded at Volume 7456, Page 303 et seq., the tenth amendment to the Declaration as recorded at Volume 7513, Page 435 et seq., the eleventh amendment to the Declaration as recorded at Volume 7516, Page 615 et seq., the twelfth amendment to the Declaration as recorded at Volume 7560, Page 519 et seq., the thirteenth amendment to the Declaration as recorded at Volume 7565, Page 329 et seq., the fourteenth amendment to the Declaration as recorded at Volume 7592, Page 121 et seq., the fifteenth amendment to the Declaration as recorded at Volume 55, Page 386 et seq., and the sixteenth amendment to the Declaration as recorded at Volume 230, Page 941 et seq.