



**SAYBROOK CARRIAGE HOME CONDOMINIUM
DOCUMENTS**

December 2010

**DECLARATION OF CONDOMINIUM OWNERSHIP
AND EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
SAYBROOK CARRIAGE HOME CONDOMINIUM**

This will certify that copies of this Declaration, together with By-Laws and Drawings and Legal Descriptions pertaining hereto, attached hereto as Exhibits, have been filed in the Office of the County Auditor, Mahoning County, Ohio.

Dated: 12-22, 2005

M V Sciortino
COUNTY AUDITOR

This Conveyance has Complied with Section 315.202

Fee \$ _____ Receipt # _____

Permissive Tax _____

Exempt _____ Date 12-22-05

By *R. Gerberry* Deputy
MICHAEL V. SCIORTINO
MAHONING COUNTY AUDITOR

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MAHONING COUNTY, OHIO
RONALD V. GERBERRY
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For Exhibit B
SAYBROOK CARRIAGE HOME CONDOMINIUM
Master Site Plan
See Plat Volume 109
Pages 206

This Instrument prepared by:

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**DECLARATION OF CONDOMINIUM OWNERSHIP
AND EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
SAYBROOK CARRIAGE HOME CONDOMINIUM**

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**AND EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
SAYBROOK CARRIAGE HOME CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM is made and entered into this 21 day of December, 2005.

WHEREAS, MASTER PLAN BUILDERS, INC., an Ohio Corporation, hereinafter referred to as "Declarant", is the Owner in fee simple of the real property hereinafter described as the Condominium Property, together with all buildings, improvements and other permanent fixtures situated thereon and appurtenances thereto which parcel is described in Exhibit "C- 1"; and

WHEREAS, it is the desire of Declarant to submit the Condominium Property to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership and thereby establishing for the mutual benefit of all future owners, mortgagees, or occupants of the Condominium Property, certain easements and mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance of said property and to require that the occupants shall hold their interests in the Condominium Property subject to the conditions, rights, easements, privileges and restrictions of public record and as hereinafter set forth in this Declaration as well as the By-Laws and Articles of Incorporation of the SAYBROOK CARRIAGE HOME CONDOMINIUM UNIT OWNERS ASSOCIATION, INC. A true copy of the By-Laws is attached hereto as Exhibit "A" and made a part hereof as though fully rewritten herein; and

WHEREAS, Declarant is also the owner of Additional Property described on Exhibit "C-2" hereinafter described and Declarant desires to provide for the right and option to submit all or part of the Additional Property, together with the buildings and improvements to be constructed thereon, in various phases, to the provisions of said Chapter 5311 of the Ohio Revised Code after this Declaration is filed for record with the Mahoning County Recorder,

NOW, THEREFORE, Declarant hereby declares as follows:

ARTICLE I
LEGAL DESCRIPTION AND DEFINITIONS

1. **LEGAL DESCRIPTION.**

A. The legal description of the Condominium Property is attached hereto as Exhibit "C-1".

B. The legal description of Additional Property, identified as Expandable Parcel is attached hereto as Exhibit "C-2".

2. **DEFINITIONS.**

The terms used herein and in the By-Laws attached hereto as Exhibit "A" shall have the meanings stated in the Condominium Act of the State of Ohio as set forth in Chapter 5311 of the Ohio Revised Code, as amended to date, and is as follows unless the context otherwise requires or specifies:

A. "Additional Property" means the land referred to in Article I (1)(B), which land or portions thereof may be added from time to time in the future to the Condominium Property.

- B. "Association" means SAYBROOK CARRIAGE HOME CONDOMINIUM UNIT OWNERS ASSOCIATION, INC., a non-profit Ohio Corporation, acting as an organization of all of the Unit Owners for administering the Condominium Property subject to this Declaration and which is more fully described in subsequent Articles of this Declaration.
- C. "Board" – means The Board of Trustees of the Association as the same may be constituted from time to time.
- D. "Buildings" - means all of the structures to be constructed on The Condominium Property as set forth in the Drawings provided, however, when buildings and Additional Property have been added to the Condominium Property pursuant to the provisions of Article XV hereof, the term "Buildings" shall also include all of such buildings.
- E. "By-Laws" – means the By-Laws of the Association, an exact and true copy of which are attached hereto an Exhibit "A" and made a part hereof.
- F. "Carriage Home" and "Carriage Homes" – means a generic description for the type of Condominium Unit being built by the Declarant.
- G. "City" means the City of Columbiana, Ohio.
- H. "Common Assessments" - means assessments charged proportionally against all Unit Owners, for the common purposes.
- I. "Common Elements" and "Common Elements and Facilities" – means all parts of the Condominium Property except the Units and more fully described in Article V hereof.
- J. "Common Expenses" – means those expenses designated as Common Expenses in this Declaration and in the By-Laws and Chapter 5311 of the Ohio Revised Code as the same may be amended or supplemented from time to time, which shall include, but not be limited to, the following:
 - (i) All sums lawfully assessed against the Unit Owners by the Association.
 - (ii) Expenses of administration, repair and replacement of the Common Elements and Facilities and maintenance of said Facilities, as well as reserves for future replacement and rehabilitation of Common Elements and Facilities.
 - (iii) Expenses declared by the Association from time to time to be Common Expenses.
- K. "Common Losses" - means the amount by which the Common Expenses during any period of time exceeds Common Assessments and Common Profits during that period.
- L. "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 Common Elements, and any other fee charged,

or income other than Common Assessments exceeds expenses allocable to the income, rental, fee or charge.

- M. "Common Surplus" - means the amount by which Common Assessments collected during any period exceeds Common Expenses.
- N. "Condominium Development" means a Condominium Property in which two or more individual dwelling Units, together with Undivided Interests in the Common Elements of the Property, are offered for sale pursuant to a common promotional plan.
- O. "Condominium Instruments" means this Declaration and accompanying Drawings, the Bylaws of the Association, the condominium disclosure statement described in Section 5311.26 of the Act, any contracts pertaining to the management of the Condominium Property, and all other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium Property or a Condominium Unit.
- P. "Condominium Ownership Interest" or "Ownership Interest" means a fee simple estate in a Unit, together with an appurtenant undivided interest in the Common Elements.
- Q. "Condominium Property" - means that property described and identified as Condominium Property on Exhibit "B" and Exhibit "C-1", Buildings, and all other improvements thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners; provided, however, when all or portions of the Additional Property have been added to this Condominium Property pursuant to the provisions of Article XV hereof, the term "Condominium Property" shall also include all or such portions of the Additional Property which are so added, and the Buildings, all easements, thereon and all other improvements thereon, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners.
- R. "Declarant" means any person who directly or indirectly sells or offers for sale Condominium Ownership Interests in a Condominium Development. "Declarant" includes the developer of a condominium development and any successor to that developer who stands in the same relationship as the Declarant.
- S. "Declaration" - means this instrument and all Exhibits attached hereto and amendments hereto as provided in Article XV and Article XVI.
- T. "Drawings" - means the drawings attached to this Declaration as Exhibit "B", which are certified by Western Reserve Land Consultants, Inc., registered Surveyor, and D. S. Kiraly Architect, Inc., registered architect. The term Drawings shall also include amendments to the Exhibit "B" drawings when amended pursuant to Article XV hereof, and certified by the appropriate parties.

- U. "Exclusive Use Area" -- means Common Elements that the Declaration reserves for delegation by the Board of Trustees to the use of a certain Unit or Units, to the exclusion of other Units.
- V. "Limited Common Elements and Facilities" -- means those parts of the Common Elements and Facilities reserved for use of a certain Unit to the exclusion of all other Units and designated as Limited Common Elements and Facilities in Article VI.
- W. "Master Assessments" means Base Master Assessments and Special Master Assessments (as those terms are defined in the Master Declaration) imposed pursuant to the Master Declaration.
- X. "Master Association" means Old Saybrook Homeowners Association, Inc. an Ohio non-profit corporation, its successors and assigns, which corporation is charged with certain responsibilities by the Master Declaration.
- Y. "Master By-Laws" means the By-Laws of the Master Association.
- Z. "Master Declaration" means that certain Master Declaration of Covenants, Easements and Restrictions for OLD SAYBROOK HOMEOWNERS ASSOCIATION, INC., recorded on 12/22/05 in ORV 5585, Page 2327, Mahoning County Records, as the same has been and may in the future be amended from time to time. The Master Declaration creates rights, obligations, easements, covenants and restriction that affect the Condominium Property and other properties subjected to the Master Declaration. The Master Declaration grants and reserves easements for access, maintenance, utility and other purposes for the benefit of said properties. The Master Declaration further provides for the creation of the Master Association for the ownership and operation of the Common Elements and Facilities and for the maintenance, repair and replacement of certain facilities to serve the Condominium Development and other properties; and for the ownership, operation, maintenance and repair of properties intended to remain as open areas, roadways, utilities, security facilities, recreation facilities, retention ponds and other amenities and facilities to be used in common by the Condominium Development and other parties. The Master Declaration further imposes covenants and restrictions upon the Condominium Development and other properties and imposes assessments upon the Unit Owners of the Condominium Development and the owners of other properties to provide sufficient funds for the Master Association to carry out its responsibilities. Unless otherwise provided herein, capitalized terms used herein starting with the word "Master" shall have the meanings ascribed to them in the Master Declaration.
- AA. "Occupant" -- means person or persons, natural or artificial, in possession of a Unit, whether as a Unit Owner, Tenant or Sub-Tenant, and includes any person lawfully occupying the unit under authority of that Unit Owner.
- BB. "Par Value" -- means a number expressed in dollars, points or as a percentage or fraction attached to a Unit by the Declaration.

- CC. "Phase" – means the Condominium Property presently submitted in this Declaration, or any particular portion of the Additional Property which may hereafter be added pursuant to the provisions of Article XV hereof.
- DD. "Private Roads" – means any common roadway designated on the Drawings and/or for use within the Condominium Property and not a dedicated roadway to the County or City.
- EE. "Rules" means such rules and regulations governing the operation and use of the Condominium Property or any portion thereof as may be adopted from time to time by the Association or the Board.
- FF. "Special Declarant Rights" means those rights reserved for the benefit of the Declarant as provided for in the Act and in the Condominium Instruments, and shall include, without limitation, the following rights: (1) to complete improvements indicated on the Drawings; (2) to submit the Additional Property (or any portion thereof) to the Act and Declaration; (3) to create Units, Common Elements and Limited Common Elements; (4) to maintain sales offices, management offices, customer services offices, signs advertising the Property and models; (5) to use easements through the Common Elements for the purpose of making improvements within the Property and/or the Additional Property; and (6) to appoint or remove any Board Members or officers of the Association during the period that the Declarant has the right to elect or designate members of the Board of Directors.
- GG. "Undivided Interest" – means the interest of the Unit in the Common Elements as set forth in Exhibit "D" of this Declaration. The Undivided Interest shall be reduced as additional Buildings and Units are submitted to the Condominium Development pursuant to Article XV of this Declaration.
- HH. "Unit" – means that part of the Condominium Property more fully described in Article IV hereof.
- II. "Unit Owner" and "Unit Owners" – means any person who owns a Ownership Interest in a Unit.
- JJ. "Unit Owners' Association" means an Ohio non-profit corporation that is the organization of all the owners of Units in the Condominium Property that administers the Condominium Property. The Unit Owners' Association is SAYBROOK CARRIAGE HOME CONDOMINIUM UNIT OWNERS ASSOCIATION, INC., a non-profit Ohio Corporation. The Unit Owners' Association is hereinafter sometimes called the "Association".

ARTICLE II
ESTABLISHMENT OF CONDOMINIUM AND DIVISION OF CONDOMINIUM PROPERTY

Declarant is the owner of the properties described in Article I, Paragraph 1 (A) hereof, which together with the Additional Property, is hereby submitted to the provisions of Chapter 5311 of the Ohio Revised Code.

ARTICLE III
NAME

The Condominium Property shall be known as SAYBROOK CARRIAGE HOME CONDOMINIUM.

ARTICLE IV
DESCRIPTION OF PROPERTY AND UNITS

1. **GENERAL DESCRIPTION OF CONDOMINIUM PROPERTY.**

Until amended as provided in Article XV or Article XVI hereof, the Condominium Property consists of The Condominium Property and the Condominium Property Buildings, and other improvements located thereon. The Buildings are principally of conventional wood frame construction with drywall finish on the interior walls, and vinyl siding, stone or brick on the exterior walls. The roof is fiberglass shingle.

The Units are described as follows:

Carriage Homes

All Carriage Homes are free standing units with two car attached garages. The buildings are principally of conventional wood frame construction with drywall finish on the interior walls and vinyl siding on the exterior walls with optional stone or brick fronts.

A. The Windsor

The Windsor is a story and one-half or optional ranch Carriage Home (with optional front porch elevations) and an attached two car garage with a laundry room and storage area. The first floor, with it's 9 foot ceilings, has a foyer, dining room, den/bedroom, full or half bath off of the den, great room, with 12 foot ceilings, and an optional fireplace and a kitchen with sliding glass doors leading to a rear/side porch. The porch can be enclosed as 3 or 4 season room. The second floor provides options for one or two bedrooms and a full bath. First floor square footage is 1,563 sf and depending on bedroom options, the second floor square footage ranges from 239 sf to 547 sf. A full basement is an option.

B. The Wethersfield

The Wethersfield is a ranch style Carriage Home with a covered front porch as you enter the foyer area. The ceilings are standard 9 foot ceilings throughout and 12 foot in the kitchen/dinette and great room. This unit features a study/bedroom with an optional full or half bath and a great room, with an optional fireplace, and a kitchen with sliding glass doors leading to a covered side patio. The porch can be enclosed as a 3 or 4 season room. The master bedroom along with a full bath is located on the first floor along with a laundry room. There is

additional storage in the two car attached garage. The square footage ranges from 1,357 sf to 1,501 sf. A full basement is an option,

C. The Fenwick

The Fenwick is a ranch style Carriage Home with optional front porch elevations. The ceilings are standard 9 foot throughout and 12 foot in the kitchen/dinette and great room. This plan offers a den/bedroom with a full or half bath along with a dining room, great room with an optional fireplace and a kitchen with glass sliding doors to a covered porch. The porch can be converted to a 3 or 4 season room. The laundry room, master bedroom and full bath are located on the first floor with a storage area in the two car attached garage. The square footage on the Fenwick is 1,634 sf. A full basement is optional.

D. The Winthrop

The Winthrop is a two story Carriage Home with optional front elevations. This unit features a foyer, dining room, great room, with optional fireplace, and kitchen on the first floor with glass sliding doors leading to a covered porch. The porch can be converted to a 3 or 4 season room. The master bedroom, full bath, half bath and laundry room are also on the first floor. The second floor plan provides for options of a one bedroom with a loft, two bedrooms or three bedrooms. All ceilings on the first floor are standard 9 foot throughout. There is an attached two car garage with storage. A full basement is an option.

The Declarant reserves the right to add a 3 or 4 season room to a Unit after the Amendment/Phase that added that Unit to the Condominium Property has been recorded.

The property also includes all easements, rights and appurtenances belonging thereto, and all particles of personal property existing thereon for the common use of the Unit Owners.

The Buildings are designated on the Drawings. The particular location, layout, dimensions and particulars of each Unit and the Common Elements and Facilities surrounding each Unit are shown graphically on the Drawings. The layout, location, designation and dimensions of all Units are shown on the Drawings in Exhibit "B" incorporated herein by reference. Any inconsistencies between the narrative description of the Buildings and the Units and/or the Common Elements and Facilities and the Drawings shall be resolved in favor of the Drawings.

The legal description of each Unit shall consist of the identifying number of each such Unit as shown on the Drawings. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number as shown on the Drawings, and every such description shall be deemed good and sufficient for all purposes as provided in the Condominium Act.

2. COMPOSITION OF UNITS.

A. Unit Composition. Each Unit shall constitute a freehold estate and shall consist of the space in the building designated by that Unit's designation on the Drawings that is bounded by the horizontal and vertical planes formed by the undecorated interior surfaces of the perimeter walls, the upper surface of the foundation, and the lower surface of the roof of each Unit, all projected, if necessary, by reason of structural divisions such as interior walls, floors, ceilings and other partitions as may be necessary to form a complete enclosure of space with respect to

each Unit, and all the improvements within those spaces. Without limiting generality of the foregoing, each Unit shall include:

- (i) All drywall and subflooring contiguous to the undecorated interior surfaces of the perimeter walls, floors and ceilings of a Unit.
- (ii) Any finishing material applied or affixed to the interior surfaces of the perimeter walls, floors or ceilings, including but not limited to, paint, lacquer, varnish, wallpaper, tile, carpet and paneling;
- (iii) All windows and doors in the perimeter walls, including the frames, sashes and jambs, and the space occupied thereby, and the hardware therefor;
- (iv) All fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines, or systems serving the entire building or more than one Unit thereof, including, without limiting the generality thereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, television antennas and cables, fireplaces, and air conditioning units and heat pumps, and components thereof, if any, serving only that Unit;
- (v) All plumbing, electric, heating, cooling, and other utility or service lines, pipes, wires, ducts, conduits and apparatus, wherever located, which serve only that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines, or systems serving the entire building or more than one Unit thereof. Except as a tenant in Common with other Unit Owners, no Owner shall own any pipes, wires conduits, public utility lines or structural components running through his or her Unit and serving more than his or her Unit whether or not such items shall be located in the floors, ceilings, or perimeter or interior walls of the Units.
- (vi) All control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein;
- (vii) All non-structural interior walls (other than walls separating Condominium Units) and 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 and conduits;
- (viii) The basement space below a Unit, or the attic space or storage space above a Unit, if any, to which the Unit has direct access.

Excluding therefrom, however, all of the following items, whether or not located within the bounds of that Unit:

- (i) All walls, floors and ceilings separating or delineating Condominium Units, except the drywall or the subflooring contiguous to the undecorated interior surfaces of the perimeter walls, floors and ceilings of each Condominium Unit;
- (ii) All structural portions of the Building, lying within the bounds of a Condominium Unit;
- (iii) All heating, cooling and ventilating equipment, units and installations, if located within a Condominium Unit but serving more than one Condominium Unit;
- (iv) All plumbing, electric, heating, cooling, ventilating and other utility or service lines, pipes, ducts, wires, plugs, outlets, conduits and valves existing within a Condominium Unit to their place of connection to the toilets, sinks, valves, registers, grills, outlets, light fixtures, appliances and receptacles within a

Condominium Unit and/or to their tap, plug or shutoff valve within a Condominium Unit, and all such lines, pipes, ducts, wires, plugs, outlets, conduits, and valves which serve or may serve more than one Condominium Unit or the Common Elements;

- (v) The valves, plugs and switches at the end of any lines, pipes and wires which constitute Common Elements;
- (ix) The one or two-car garage assigned to the Unit is an Exclusive Use Area for that Unit; and
- (vi) Without limiting the foregoing, all Common Elements and Limited Common Elements located within the bounds of a Condominium Unit.

B. Unit Sizes; Locations and Components. The location of each Unit is shown on the Drawings. The approximate gross square foot floor area of each Unit measured from the exterior of the perimeter walls, is listed in Exhibit D. Each Unit has direct exit and/or access to a public street or to a Common Element or easement leading to a public street

ARTICLE V **COMMON ELEMENTS AND FACILITIES**

1. DESCRIPTION.

Except as otherwise in this Declaration provided, the Common Elements and Facilities shall consist of all parts of the Condominium Property except the Units, including, but not limited to, all of the land and all improvements thereon, exterior surfaces of Units, all elevators, all structural and components parts of all interior walls, doors, floors and ceilings of the Buildings, all common vestibules and corridors, all exterior and supporting walls, all porches, patios, stoops, foundations, roofs, gutters, down spouts, exterior lighting fixtures, installations of central services such as outside lighting, yards, lawns, landscaping, courtyards, roads, walks, private roads, driveways and parking spaces, centralized mail, gazebo, if any, storage spaces for rubbish disposal, recreation areas and facilities, if any, now and hereafter situated on the Condominium Property, and all repairs and replacements of any of the foregoing. Declarant reserves the right to make improvements on and to the Common Elements and Additional Property subject to the provisions of this Declaration.

2. OWNERSHIP OF COMMON ELEMENTS AND FACILITIES.

The Common Elements and Facilities shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. The percentage of ownership of the Common Elements attributable to the Ownership Interest in each Unit, together with the percentage of interest in the Association for the division of Common Expenses, Common Assessments, Common Surplus, Common Profits and Common Losses, as hereinafter described in Article X of this Declaration, shall be in accordance with the schedule set forth in Exhibit D, attached hereto and made a part hereof. The Undivided Interest in the Common Elements is computed in the proportion that the Par Value of each Unit bears to the aggregate Par Value of all Units. If Additional Property is added to the Condominium Property, then the percentage of ownership of the Common Elements shall be adjusted in accordance with the provisions of Article XV hereof.

The undivided percentage of interest of the Unit Owners in the Common Elements and Facilities and the fee title to the respective Units shall not be separately conveyed, encumbered, inherited or divided, and each undivided interest shall be deemed to be conveyed or encumbered

with such respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to such Unit.

In the event a 3 or 4 season room is added to a Unit by the Declarant after the Amendment/Phase which added that Unit to the Condominium Property has been recorded, then at the time of the filing of the next Amendment/Phase the size of the Unit in square feet will be increased to include the square footage of the room added, however this will not effect the Par Value for such Unit.

No action for partition or any part of the Common Elements and Facilities shall be maintainable, except as specifically provided for in Chapter 5311 of the Ohio Revised Code, nor may any Unit Owner otherwise waive or release any rights in the Common Elements and Facilities; provided, however, that if any Unit shall be owned by two (2) or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a judicial partition of such Unit Ownership as between such co-owners.

Except as provided within this Declaration and the By-Laws and Article XV hereof, the undivided percentage of ownership in Common Elements of the Unit Owners may not be amended without the unanimous consent of all Unit Owners and their mortgagees.

3. THE USE OF COMMON ELEMENTS AND FACILITIES.

Each Unit Owner shall have the right to use the Common Elements and Facilities in accordance with the purposes for which they are intended and for all purposes incident to the use and occupancy of the Unit, including the non-exclusive easement, together with other Unit Owners, to the use and enjoyment of the Common Elements and for ingress and egress to and from the respective Units to a public street or highway, or to a Common Element leading to a public street or highway, which rights shall be appurtenant to and shall run with the Unit. No person shall use the Common Elements and Facilities, or any part thereof, in such manner as to interfere with, restrict or impede the use thereof by others entitled to the use thereof. No person shall use the Common Elements and Facilities or any part thereof in any manner contrary to or not in accordance with this Declaration, the By-Laws, and the Rules of the Association, pertaining thereto as from time to time may be adopted by the Association.

ARTICLE VI LIMITED COMMON ELEMENTS AND FACILITIES

Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy to the exclusion of all others the Limited Common Elements located within the bounds of his or her Unit or which serve only his or her Unit. The Limited Common Elements with respect to each Unit shall consist of such of the following as may be construed to be Common Elements:

- (i) One-half of any wall separating one Condominium Unit from the other, doors (including the entrance door to each Condominium Unit and all hardware attached thereto), floors, ceilings, skylights, if any, and rafter ceilings located within the bounds of such Condominium Unit, excluding the structural and component parts thereof;
- (ii) All window and door units, including appurtenant sash, frames, hardware, glass, and screens, if any, serving more than the Unit;

- (iii) All ducts and plumbing, electrical and other fixtures, equipment and appurtenances, including the individual air-conditioning compressor for each Condominium Unit which is located outside the bounds of the Condominium Unit but which serves only the particular Condominium Unit, all other heating, air-conditioning and ventilating equipment and systems located in a Condominium Unit, thermostats and control devices, if any, and sanitary sewer cleanouts located within the bounds of such Condominium Unit, and the structure for any of the foregoing (and space thereof), if any, located outside such Condominium Unit containing equipment serving only such Condominium Unit;
- (iv) All gas, electric, satellite dishes or television antennas, if any, telephone, television, telecommunications, intercom, water or other utility or service lines, pipes, wires and conduits located within the bounds of such Condominium Unit and which serve only such Condominium Unit;
- (v) The communication, security, and smoke detector systems located within the bounds of a Condominium Unit and serving only that Condominium Unit;
- (vi) Balconies, decks, patios, porches, and stoops, if any serving only that Unit;
- (vii) Driveways and sidewalk and roof decks serving only that Condominium Unit, if any;
- (viii) All other parts of the Common Area located within the bounds of such Condominium Unit and which serve only such Condominium Unit; and
- (ix) The mailbox serving a Condominium Unit.

The one or two-car garage assigned to the Unit is an Exclusive Use Area for that Unit.

No Unit Owner, however, shall decorate, paint or otherwise adorn any Limited Common Elements in any manner contrary to the Rules unless he shall first obtain the written consent of the Board, nor shall any Unit Owner decorate or apply any finishing material to the exterior surface of any door or window except that the Unit Owner may clean the interior or exterior surfaces of any window or glass door.

Subject to Rules, the Board may authorize the use of Limited Common Elements, as distinguished from Common Elements and Exclusive Use Areas, for the construction of open, unenclosed patios, hedges, fences or similar improvements, provided that the improvements are maintained and insured by the Owner of the Unit to which the Limited Common Element is appurtenant.

ARTICLE VII

MANAGEMENT, MAINTENANCE, REPAIRS, AND REPLACEMENTS OF COMMON ELEMENTS AND FACILITIES

A. Limited Warranties. Solely and only to the extent such warranties are or may be required by the provisions of Section 5311.25(E) of the Act, and solely in connection with the sale of a Condominium Ownership Interest(s) by Declarant:

- (i) The Declarant shall furnish a two (2) year warranty covering the full cost of labor and materials for any repair or replacement of roof and structural components, and mechanical, electrical, plumbing and common service elements serving the Condominium Development as a whole occasioned or necessitated by a defect in material or workmanship and shall furnish a one (1) year warranty covering the full

cost of labor and material for any repair or replacement of structural, mechanical and other elements pertaining to each Unit occasioned or necessitated by a defect in material or workmanship.

- (ii) The two (2) year warranty shall commence: (a) for property submitted by the original Declaration on the date the deed or other evidence of ownership is filed for record following the sale of the first Condominium Ownership Interest in the Condominium Development to a purchaser in good faith for value of a Unit; and (b) for Additional Property submitted by amendment to the Declaration pursuant to Article XV hereof, on the date the deed or other evidence of ownership is filed for record following the sale of the first Condominium Ownership Interest in such phase for the Additional Property to a good faith purchaser for value of a Unit.
- (iii) The one (1) year warranty shall commence on the date the deed or other evidence of ownership is filed for record following the Declarants sale and conveyance of the Condominium Ownership Interest in the Unit to a Purchaser in good faith for value.
- (iv) With respect to appliances installed and furnished as a part of a Unit by the Declarant, the Declarant shall assign to each Unit Owner the express and implied warranties of the manufacturers of such appliances in satisfaction of the Declarant's warranty of such appliances, except the Declarant's warranty of each Unit hereunder includes the warranty that the appliances are properly installed.
- (v) All warranties made to the Declarant that exceed the time periods specified above with respect to any part of the Units shall be assigned to the Unit Owners, and with respect to Common Elements and Facilities shall be assigned to the Unit Owners Association. Furthermore, the Declarant reserves the right, but not the obligation, to grant warranties in excess of the warranties set forth above.
- (vi) None of the foregoing warranties shall cover repairs or replacements necessitated or occasioned by ordinary wear and tear or by the negligent or wanton acts of any Unit Owner or any tenant, guest or invitee of a Unit Owner or occasioned or necessitated for any reason whatsoever except by defects in material and workmanship.

The exclusive remedy for breach of any of the foregoing shall be the repair of such defect or the replacement of such defective component or element by the Grantor. Any claim for breach of warranty not made within twenty-four (24) hours after expiration of the applicable warranty period by a Unit Owner in writing, addressed to Robert P. Struharik, Jr., Master Plan Builders, Inc., 11624 South Avenue Extension, North Lima, Ohio 44452, shall be deemed waived by such Unit Owner. THESE WARRANTIES ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF SUCH DEFECT.

B. Responsibilities of the Association. The Association shall manage the Common Elements and shall maintain and keep the same 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 Association shall also be responsible for repairing all damage to a Unit caused by the Association, including damage caused by performance by the Association of its obligations hereunder. The Association shall be responsible for the rubbish and trash disposal.

The management, maintenance, repairs and replacement of the Common Elements and Facilities shall be the responsibility of the Association. The Association may, but shall not be required to, delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company (herein referred to as the "Managing Agent". Such delegation shall be evidenced by a management contract which shall not exceed two (2) years in duration and which shall provide for the payment of reasonable compensation to said managing agent as a Common Expense. Said agreement shall also provide that the management contract may be terminated with or without cause upon not more than ninety (90) days written notice. Upon the expiration of the initial term, the management contract may be renewed by its terms or otherwise from time to time for successive periods, no one of which shall exceed two (2) years. The Declarant may after this Declaration is filed, cause a contract to be entered into with a Managing Agent in accordance with the conditions hereof except that such contract shall provide that it may be terminated by the Association at any time after one (1) year subsequent to the assumption of control of the Association by the Unit Owners in accordance with Article IX hereof. The Managing Agent, whether selected by the Declarant or the Association, may be an entity owned in whole or in part, associated with in whole or in part, or in any other manner connected or associated with Declarant and with any partner, agent, contractor or employee of Declarant, without in any manner restricting, limiting or affecting the validity of the management agreement with said Managing Agent.

C. Responsibility of each Unit Owner. Except as may be otherwise provided herein, Each Unit Owner shall be responsible for the following:

- (i) to maintain, repair and replace at his expense all portions of his Unit, and all internal installations of such Unit such as appliances, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries, other than such utility facilities serving other Units, and to assume the same responsibility with respect to the Limited Common Elements belonging to his Unit, except the Association, not the Unit Owners, shall maintain and repair the security system, including the smoke detection system, serving the Units. Each Unit Owner is responsible for maintenance and repair of the walks serving his Unit, including snow removal from his walks.
- (ii) to maintain, repair and replace, at his expense, all portions of the Limited Common Elements and Exclusive Use Areas designated for his use, including patios and/or courtyards and the interior of any fences, subject to any Rules or regulations of the Association;
- (iii) to maintain, repair and replace, at his expense, any doors and windows and screens including the frames, sashes and jambs and the hardware therefore, of his Unit;

- (iv) to maintain, repair and replace, at his expense, any portion of the Unit and constituting a part of the Common Elements and Facilities or Limited Common Elements and Facilities that may be damaged or broken by the Owner or any of his Occupants, tenants, guests, invitees, or servants;
- (v) to perform his responsibilities in such a manner so as not unreasonably disturb other persons residing within the Building or other Unit Owners;
- (vi) not to paint or otherwise finish or decorate or change the appearance of any portion of the Buildings not within the bounds of the Unit, without the prior written consent of the Association;
- (vii) to report promptly to the Association or its managing agent any defect or need for repairs of which he has knowledge, the responsibility for the remedying of which is with the Association;
- (viii) not to make any alterations in any portions of the Buildings which are to be maintained by the Association or to remove any portion thereof or make any additions thereto, or to do anything which would or might jeopardize or impair the safety or soundness of the Buildings without prior written consent of the Association;
- (ix) to pay all costs for utility services (such as, without limitation, water, gas, electricity, and sewage) furnished to his Unit or to the Limited Common Elements or Exclusive Use Areas designated for his use, unless any or all of such services are provided or paid for by the Association and charged to the Unit Owner as part of the Common Expenses, in which case all or any of such services so provided by the Association shall be paid for by the Unit Owner as part of his share of the Common Expenses;
- (x) not to impair or obstruct any easement without the prior written consent of the Association and of any other person for whose benefit each easement exists;
- (xi) to maintain, repair and replace at his expense all portions of the Condominium Property which may be damaged or destroyed by reason of his own act or neglect, the act or neglect of any Occupant of his Unit, or the willful or uninsured act or neglect of any invitee, licensee or guest of such Unit Owner or Occupant, to the extent such damage or destruction is not covered by insurance maintained by the Association. Notwithstanding the foregoing obligation of the Unit Owner, the Association (or other Unit Owner in respect to his own Unit) may, but shall not be obligated to, repair and replace the property damaged or destroyed by reason of the act or neglect of a Unit Owner, an Occupant, or their invitee, licensee or guest, and charge and collect from such Unit Owner the cost and expense paid or incurred in making any such repair or replacement. If the repair or replacement is made by the Association, the cost and expense thereof shall be a lien against the Unit Owner's Ownership Interest which the Association may assert and collect in the same manner as the Association may assert and collect a lien against a Unit Owner's Ownership Interest for non-payment of his share of assessments for Common Expenses. The right herein of the Association to assert and collect upon a lien shall not be exclusive, but shall be in addition to all other rights and remedies available to

the Association, herein, in law and in equity for recovery of the cost and expense so incurred. The determination that such maintenance, replacement and/or repair is necessary, or has been caused, shall be made by the Board;

- (xii) to observe, fulfill and perform all other obligations of a Unit Owner as set forth in this Declaration or the By-Laws or the Rules of the Association; and
- (xiii) to pay his or her real estate taxes for his or her Unit, and his or her proportionate share for the Common Elements. Each Unit and its percentage interest in the Common Elements shall have a separate tax parcel for all purposes of taxation and assessment of real property making up the Condominium Property. In the event that for that any year such taxes are not yet separately taxed to an Owner, but taxed on the Condominium Property as a whole, the such Owner shall pay his or her proportionate share thereof in accordance with his or her respective percentage of Ownership Interest in the common Elements.

D. Construction Defects. The obligation of the Association and of the Unit Owners to repair, maintain, or 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.

E. Effect of Insurance or Construction Guarantee. Notwithstanding the fact that the Association and/or any Unit Owner may be entitled to the benefit of the warranties and any guarantees of material and workmanship or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectfully responsible, the existence of construction guarantees or insurance coverage shall not excuse any delay on the part of the Association or any Unit Owner in performing its or his obligations hereunder.

ARTICLE VIII

PROVISIONS AS TO EASEMENTS, UNITS, AND COMMON ELEMENTS AND FACILITIES

1. EASEMENTS.

The Condominium Property is hereby made subject to the following easements, each of which shall be in perpetuity, and shall run with the land, and shall inure to the benefit of, and be binding upon, the Grantor, each Unit Owner, each mortgagee in whose favor a mortgage shall be granted with respect to any Unit, and any other person having an interest in the Condominium Property, or any part thereof, and the respective heirs, devisees, administrators, executors, personal representatives, successors, nominees, trustees and assigns of any of the foregoing persons.

A. Encroachments. If by reason of the construction, repair, restoration, partial or total destruction and rebuilding, or settlement or shifting of any of the buildings or improvements constituting a part of the Condominium Property, any part of the Common Elements and Facilities shall encroach upon any part of a Unit, or any part of a Unit shall encroach upon any part of the Common Elements and Facilities, or any part of a Unit shall encroach upon any part of any other Unit, or if by reason of the design or construction or rebuilding of the utility systems comprised within the Condominium Property, any pipes, ducts, or conduits serving that Unit shall encroach upon any other Unit, easements in favor of the Unit Owner or Association, as the case

may be, for such encroachments and for the maintenance of any such encroachments are hereby established; provided, however, in no event shall a valid easement for any encroachment be created in favor of a Unit Owner if such encroachment occurred due to said Units Owner's willful conduct.

B. Right-of-Way, Utility and Support Easements. The right and easement to construct, install, repair, replace, relocate, operate and maintain driveways, sidewalks, water mains with service connections, storm and sanitary sewer lines, steam, electric, gas, and telephone and telecommunications lines, conduits, and transmission and meter devices and other utilities, in, on, under and/or over the Condominium Property; the right and easement to construct, install, repair, replace, relocate, operate and maintain television cable lines and other television reception devices and security devices; the right and easement to construct, install, repair, replace, relocate, operate and maintain that portion of the heating, air-conditioning and other equipment and systems located outside of the bounds of a Condominium Unit but which serves only a particular Condominium Unit. In this respect, easements are hereby granted in favor of each Unit Owner to and through the Common Elements and Facilities as may be necessary for the use of water, gas, sewer, power and other utilities now or hereafter existing within the walls and/or other portions of the Condominium Property.

C. Easements for Future Parcels. Easements are hereby reserved in favor of Declarant and its successors and assigns (including all future Unit Owners) over and under each parcel for the benefit of the Additional Property, or any part thereof, jointly and severally, to:

- (i) install, use, maintain, repair and replace pipes, wires, conduits, or other utility lines, water storm and sanitary sewer, gas, electric, telephone, and television lines and services and appurtenances thereto;
- (ii) traverse for pedestrian and vehicular access or otherwise, for ingress and egress to and from the additional property over all common roadways and walkways as a means of ingress and egress to a dedicated road, and to other common roadways and walkways, and to extend roadways and walkways onto the additional property;
- (iii) to establish the grade on each Parcel or any portion thereof with each other Parcel or any portion thereof and for necessary access over each Parcel to construct the Parcel Buildings and other improvements on each Parcel or any portion thereof.

D. Future Easements to Others. Such easements as Declarant, or the Association from time to time may hereafter grant to others on behalf of the Condominium Property for roadway, access and utility purposes, including, but not limited to, the right to install, lay, maintain, repair and replace roadways, sidewalks, water mains and pipes, storm and sanitary sewer lines, drainage ditches, gas mains, telephone wires and equipment and television and electrical cables, conduits and wire over, under and along any portion of the Common Elements (other than Limited Common Elements), provided that it shall be a condition precedent to the use and enjoyment of any such easements that the owner or owners of land benefited thereby shall, at his, her, its or their expense, restore the Common Elements to the same condition as existed just prior to the installation of any such utility improvements. Payment of the cost and expenses incurred shall be paid by agreement between the Declarant or the Association and any such third party. Each Unit Owner and his respective mortgagee by acceptance of a deed conveying such Condominium Ownership Interest or a mortgage encumbering such Condominium Ownership Interest, as the case may be, hereby irrevocably appoints the Declarant or the Association, his Attorney-in-Fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option of the Attorney, to execute, acknowledge and record for and in the

name of such Unit Owner and his mortgagee such easements or other instruments as may be necessary to effect the foregoing.

E. Existing Easements. Such easements which have been granted by or to Declarant or its predecessors in title by or to third parties and which have been duly recorded with the County Recorder prior to the filing of the Declaration, shall be known as Existing Easements.

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

F. Easements for Encroachments. Such Unit and Common Elements shall be subject to easements for encroachments on any other Unit and upon the Common Elements created or arising by reason of overhangs; or by reason of deviations and construction, reconstruction, or repair; or by reason of shifting, settlement or movement of the structure; or by reason of errors in the drawings. Valid easements for these encroachments and for the maintenance of same, so long as the encroaching structures remain, shall and do exist.

G. Easement for Services. A non-exclusive easement is hereby granted to all policemen, fireman, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all similar persons and to the local governmental authorities and the association, but not to the public in general, to enter upon the Common Elements in the performance of their duties.

H. Easements Through Units and Limited Common Elements. Easements in favor of Declarant and/or the Association through the Units and the Limited Common Elements and Facilities for the purposes of installing, laying, and maintaining, and repairing, and replacing any pipes, wires, ducts, conduits, public utility lines or structural components throughout the walls of the Units.

I. Reservation by Declarant of Easements for Ingress and Egress, Utilities, Construction and Sales. The Declarant herein hereby reserves unto itself for as long as the Declarant owns a Condominium Ownership Interest in the Condominium Property or Additional Property the easement and right for the benefit of and use by Declarant, and its agents, officers, directors, employees, licensees, servants, tenants, personal representatives, successors and assigns for ingress and egress by foot, automobile and otherwise, for utility and facility purposes and for model, sales and display purposes, over, through and under the Condominium Property and any part thereof other than a Unit not owned by the Declarant. The Declarant further reserves easements over Condominium Property for the benefit of the Additional Property owned or acquired by Declarant to establish the grade of the Additional Property owned or acquired by Declarant and for necessary access to construct the Additional Property Buildings and other improvements upon the Additional Property owned or acquired by Declarant. Pursuant to Section 5311.25(B)(2) of the Act, the Declarant reserves for the benefit of the Additional Property ingress and egress over the Common Elements and the availability of utilities from and to the Common Elements whether or not the Condominium Property is amended to include the Additional Property. The Declarant further reserves easements for Special Declarant Rights,

including the right to maintain facilities in the Common Elements which are reasonably necessary to market Units. Such facilities may include sales or construction trailers, management offices, model units, parking areas, and advertising signs.

J. Unit Owners Right to Ingress and Egress and Support. Each Unit Owner shall have the perpetual right as an appurtenance to such Unit Owner's Unit to ingress and egress over, upon and across Common Elements necessary for access to his Unit including the exclusive right to use the portion of the driveway area adjacent to the garage of each Unit that provides access from the garage to the roadway (the Unit Owner to have the exclusive right to park cars within said driveway area), and to the Limited Common Elements designated for use in connection with his Unit, and shall have the right to the horizontal and lateral support of his Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

K. Associations Right to Use of Common Elements. The Declarant and the Association shall have a non-exclusive easement to make such use of the Common Elements as may be necessary or appropriate to perform the duties and functions required or permitted pursuant to this Declaration, including the right to construct and maintain in the Common Elements mechanical, maintenance and storage facilities for use by the Association.

L. Amendment or Release of Easements. The Association, on behalf of the Unit Owners, may hereafter grant, amend or release easements, and any obligations incident thereto, to the Condominium Property or any part thereof and each Unit Owner by his acceptance of a deed to his Unit agrees from time to time to execute, acknowledge, deliver and record such instruments as may be necessary to effectuate the foregoing.

M. No Severance of Ownership . No owner shall execute any deed, mortgage, lease, or other instrument affecting title to his Condominium Ownership Interest without including therein both his interest in the Unit and his corresponding percentage of ownership 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.

ARTICLE IX **ASSOCIATION**

Declarant shall cause to be formed an Association for the administration of the Condominium Property to be called the SAYBROOK CARRIAGE HOME CONDOMINIUM UNIT OWNERS ASSOCIATION, INC. which shall be a non-profit Ohio Corporation. Each Unit Owner shall be a member of the Association, including Unit Owners in the Additional Property or any part thereof if this Agreement is amended in accordance with Article XV, which membership shall terminate upon the sale or other disposition by such member of such Unit. Voting rights of each Unit Owner or combination of owners of a Unit are defined in the By-Laws (attached hereto as Exhibit "A"). Each successor Unit Owner shall become a member of the Association. The Association shall be governed by the By-Laws which may be amended from time to time as therein provided.

The Association shall be established not later than the date the deed is filed for record conveying the first sale of an Ownership Interest. Except in its capacity as a Unit Owner of

unsold Condominium ownership interest, the Declarant will not retain a property interest in any of the Common Elements and Facilities after control of the condominium development is assumed by the Association. Until the first meeting of Unit Owners is called in accordance with Article I, Section 5(B) of the By-Laws, and the members of the Board of Trustees are elected containing members other than the Declarant or its agent in accordance with Article II of the By-Laws, the Declarant or persons designated by it may appoint and remove members of the Board and other officers of the Association, and may assert any other rights granted in Section 5311.08(D) of the Ohio Revised Code, subject, however, to the obligations, conditions and limitations set forth in Section 5311.08(D). The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the By-Laws and each Unit Owner and Occupant shall comply with any such provisions of this Declaration, the By-Laws and Rules and the decisions and resolutions of the Association with the understanding that failure to comply with any such provisions, decisions, or resolutions shall be the grounds for an action for damage or for injunctive relief.

ARTICLE X

COMMON EXPENSES AND ASSESSMENTS

1. GENERAL.

Assessments for the management, maintenance, repair and insurance of the Common Elements and amounts determined by the Board of Trustees of the Association for the establishment and maintenance of the reserve fund to meet the cost and expense of repair and replacement of the Common Elements together with the payment of the Common Expenses, shall be made in the manner provided herein, and in the manner provided in the Bylaws.

2. COMMON PROFITS AND COMMON EXPENSES.

The proportionate shares of the separate owners of the respective Units in the Common Expenses, Common Assessments, Common Surplus, Common Profits and Common Losses of the operation of the Condominium Property is based upon the percentage of interest in the Common Elements of such Units as heretofore set forth in Article V and Exhibit D of this Agreement, and as amended pursuant to an amendment to this declaration pursuant to Article XV. Every Unit Owner by acceptance of a deed to a unit (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association (a) annual operating assessments for Common Expenses, (b) special assessments for capital improvements, and (c) special individual unit assessments, all such assessments to be established and collected as hereinafter provided. Every Unit Owner shall pay his proportional share of assessments for Common Expenses and any special assessments levied against him. Declarant will assume the rights and obligations of a Unit Owner in its capacity as owner of Condominium Ownership Interest not yet sold, including without limitation, the obligation to pay assessments and/or Common Expenses attaching to such interest from the filing date of this Declaration.

3. PAYMENTS.

Assessments for the management, maintenance, repair and insurance of the Common Elements and amounts determined by the Board for the establishment and maintenance of the reserve fund to meet the cost and expense of repair and replacement of the Common Elements together with the payment of the Common expenses, shall be made in the manner provided herein, and in the manner provided in the By-Laws attached hereto as Exhibit "A". All assessments unless otherwise designated by the Board shall be annual assessments, but shall be paid in monthly installments, unless otherwise changed by the Declarant or the Board. In

addition to the remedies set forth in the By-Laws, if any installment of an assessment is not paid on or before thirty (30) days after the same shall become due, the Board of Trustees may notify in writing the first mortgagee of said Unit and may declare the balance of the entire annual assessment as to the delinquent Owner then due and payable in full as if so originally assessed. In addition to the remedies hereinafter set forth, the Board of Trustees may also, in their sole discretion, discontinue any and all services which may be included as part of the Common Expenses to the Unit owned by any Unit Owner who fails to pay his assessment within thirty (30) days after the same has become due and payable.

4. LIEN FOR ASSESSMENT.

The Association shall have a lien upon each Unit Owner's ownership interest for the payment of all assessments levied by the Association against such Unit which remains unpaid for ten (10) days after the same had become due and payable, including the accumulation of interest and late charges thereon. Said lien shall be effective from and after the time of recording a certificate therefore with the Mahoning County Recorder. The Certificate of Lien shall set forth the description of the Unit, name or names of the Unit Owner or Owners, the amount due and the date when due. Such Certificate and claim of lien shall be executed and verified by an officer of the Association or by a managing agent of the Association. Said lien shall remain valid for a period of five (5) years from the time of filing thereof unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or until discharged by the final judgment or order of a Court in an action brought to discharge all or any portion of such lien as hereinafter provided. In addition, each Unit Owner shall be personally liable for all assessments levied by the Association against his Unit during the period he has an ownership interest therein, and any Common Assessment not paid within ten (10) days after the same shall become due and payable, shall bear interest at the maximum rate allowed by law until such time as the Common Assessment has been paid in full and the Association shall be entitled to levy against the delinquent Unit Owner a late fee or service charge of ten percent (10%) of the amount of the delinquent payment or Twenty-Five Dollars (\$25.00), whichever is greater ("Charge"), in order to defray the administrative costs of collection, and, in addition, the Association shall be entitled to levy against the delinquent Unit Owner court costs and attorney and paraprofessional (paralegal) fees.

5. STATEMENT OF UNPAID EXPENSES.

Any prospective grantee or mortgagee of an ownership interest may request, in writing, a written statement from the Board or managing agent of the Association setting forth the amount of unpaid assessments with respect to the Unit Ownership to be sold or encumbered. Upon receipt of said request, the Board and/or agent shall within ten (10) days after such request furnish such a statement. In the case of a sale of any ownership interest, no grantee shall be liable for nor shall any ownership interest be subject to a lien for any unpaid assessments which become due prior to the date of the making of such request and which are not set forth in such statement. In the case of the creation of any mortgage, any lien of the Association for unpaid assessments which become due prior to the date of the making of such request shall be subordinate to such mortgage if such unpaid assessments are not set forth in the statement.

6. 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 against the latter up to time of transfer without prejudice to the grantees right to recover from the grantor the amounts paid by the grantee therefore except as may be provided in Section 5 of this Article above or in the event of deed in

lieu of foreclosure as hereafter provided for. A Unit Owner shall be liable for all assessments made while he is the Owner of a Unit, and no Unit Owner shall be liable for any such assessments made after he ceases to be the Owner of the Unit.

7. LIABILITY FOR ASSESSMENTS UPON FORECLOSURE SALE.

Where the mortgagee of a first mortgage of record or other purchaser of a Unit as a result of the foreclosure of the assessment lien or lien filed prior to the assessment lien, or where a mortgagee of a first mortgage of record obtains title to the Unit as a result of a conveyance in lieu of foreclosure of the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the Common Expenses or Assessments by the Association pertaining to such Unit or chargeable to the former Owner of such Unit which became due prior to the acquisition of title in the manner above provided. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectable from all of the Unit Owners including such acquirer, his or her heirs, executors, administrators, successors and assigns, and shall be levied against said parties at the time of the first assessment next following the acquisition of title by such person. It is understood, however, that the Association does not waive any right which it may have to collect said unpaid assessment from the owner of the Unit at the time said assessment was incurred.

8. NON-USE OF FACILITIES.

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

9. PRIORITY OF ASSOCIATION'S LIEN.

The lien provided for in Section 4 of this Article X is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of first mortgages that have been filed for record. The lien provided for in Section 4 of this Article X may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by its president or any other chief officer pursuant to authority given to him by the Board of Directors. In any such foreclosure, the Owner of the Unit shall be required to pay a reasonable rental for the Unit and the Association shall be entitled, as a matter of law, to the appointment of a receiver to collect the same. In the foreclosure action, the Association, or its agent, duly authorized by action of the Board of Directors, is entitled to become a Purchaser at the foreclosure sale. Suit to recover for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing payment of the same.

ARTICLE XI

RESTRICTIONS AS TO USE AND OCCUPANCY OF CONDOMINIUM PROPERTY

1. RESTRICTIONS.

The covenants and restrictions hereinafter set forth as to the use and occupancy of the Condominium Property shall run with the land and shall be binding upon each Unit Owner and Occupant, successors, heirs, and assigns.

2. PURPOSE OF PROPERTY.

The Condominium Property shall be used for residential purposes only and no portion of such property shall be used for business or commercial purposes. No structures shall be constructed upon the Condominium Property other than the residential units or other structures

intended for residential uses and appurtenances thereto. Each Unit shall be occupied only by a single family and its guests as a residence and for no other purpose whatsoever.

3. LAWFUL USE.

No immoral, improper, offensive, or unlawful use shall be made of the Condominium Property or any part thereof and all valid laws, zoning ordinances and regulation of all governmental authorities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental authorities which shall require maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for maintenance and repair of the property concerned.

4. HAZARDOUS USE AND WASTE.

Nothing shall be done or kept in any Unit or in the Common Elements and Facilities which will increase the rate of insurance on the Common Elements and Facilities or any other Unit on the Condominium Property 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 Common Elements and Facilities which will result in the cancellation of insurance on the Common Elements and Facilities or other Units on the Condominium Property or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements and Facilities.

5. UNIT USES.

Except as hereinafter provided, Units shall be used for residential purposes only, and no portion of a Unit shall be used for business or commercial purposes. No Units shall be used (i) in any manner that would be in violation of any applicable zoning, building or other governmental law or regulation, (ii) in any manner that would impair the soundness or safety of any building or any part thereof, (iii) in any manner that would increase the rate or result in the cancellation of insurance applicable to the Common Elements, or (iv) in any manner which would be noxious, offensive or hazardous, or an interference with the peaceful possession and proper use of Units for residential living. Notwithstanding the foregoing; (i) it shall be permissible for the Declarant to maintain, during the period of its sale of Units, one or more Units as sales models and offices, and for storage and maintenance purposes; and (ii) one or more Units may be maintained for the use of the Association in fulfilling its responsibilities.

6. USE OF COMMON ELEMENTS AND FACILITIES.

The Common Elements (except for the Limited Common Elements) shall be used in common by Unit Owners and Occupants and their agents, servants, invitees, and licensees, in accordance with the purposes for which they are intended and as may be required for the purposes of access, ingress to, egress from, use and enjoyment of Units, provided, however, that unless expressly provided otherwise herein, no Common Elements shall be used for any purposes other than the health, or enjoyment of Unit Owners and Occupants. There shall be no obstruction of, nor shall anything be stored in the Common Elements, excluding those areas designated for parking of vehicles or for the location of central waste disposal containers or other uses authorized by the Board. Exterior walkways shall be used for no purpose other than normal transit through them, and shall not be obstructed. Driveways shall be used only for pedestrian and vehicular ingress and egress, and the parking areas shall be used only for the parking of vehicles. No car or other vehicle shall be parked in the Common Elements and Limited Common Elements, including the driveway of any Unit for more than twenty-four (24) hour period. The

Board may enforce such restrictions by levying fines, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.

7. LIMITED COMMON ELEMENTS USES.

Those portions of the Common Elements described herein and shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Unit Owners and Occupants of the Unit or Units served by the same, subject to the restrictions on use of Common Elements and Limited Common Elements set forth in this Declaration, and such Rules and regulations as may from time to time be promulgated by the Board of Trustees.

8. EXTERIOR APPEARANCES.

Unit Owners and Occupants shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls of a building or otherwise outside of a Unit, or any part thereof, and no sign, awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, or in or on a patio or balcony unless authorized by the Board, and subject to such rules and regulations as the Board may adopt from time to time. No clothes, blankets, laundry of any kind, or other articles shall be hung out or exposed from any Unit or in any Common Elements. No planting or gardening shall be done and no fences, hedges, or walls shall be erected except as approved in writing by the Board, and consistent with any landscaping plans developed for the Condominium Property.

9. ANIMALS AND PETS.

No animals, rabbits, livestock, fowl, poultry, pigs of any type (including but not limited to domesticated pigs such as pot-belly pigs), or reptiles of any kind shall be raised or bred, or kept in any Unit, or in the Common Elements and Facilities, or in the Limited Common Elements and Facilities, except that dogs, cats, or other household pets may be kept in the Units, subject to the Rules and provided that they are not kept, bred, or maintained for any commercial purpose. No more than two such pets, limited to 50 lbs. or less, of any description will be permitted in any Condominium Unit. Notwithstanding anything herein, or in the Rules, to the contrary, any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon three (3) days written notice from the Managing Agent. No animal shall be allowed to run free and **pet owners must clean up after their pet immediately.** The Association has the right to levy fines and enforce charges against persons who do not clean up after their pets. Dogs shall at all times whenever they are outside of the Unit be confined by a leash not more than 8 feet in length, and held by a responsible person. No pet shall be tethered outside in the lawn or Common Elements; nor shall any pet be tied to any patio fence or approved fence. The following breeds of dogs are specifically prohibited: Rotweilers, Chows, Dobermans, Shar Peis, pit bulls, American Bull Dogs, American Pit Bull Terriers, American Staffordshire Terriers, Staffordshire Bull Terriers, Japanese Fighting Dogs (Japanese Tosa), Argentinean Fighting Dogs, Brazilian Fighting Dogs, and Presa Canarios.

10. NUISANCES.

No nuisances shall be allowed upon the Condominium Property nor any use or practice which is the source of nuisances to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. Further there shall be no playing, lounging, or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches, or chairs on any

part of the Common Elements and Facilities not within the bounds of the Unit or within the bounds of the Limited Common Elements of each Unit, except in accordance with the Rules. All personal property, such as lawn chairs, bicycles, tables, etc., must be kept on/inside the patio, covered porch, or the garage. Umbrellas must be limited in color to the following: Earth tones such as, beige, white, green, terracotta, or gray, or a variation of these colors, as designated and approved by the Board.

11. IMPAIRMENT OF STRUCTURAL INTEGRITY OF BUILDINGS.

Nothing shall be done in any Unit or in, on, or to the Common Elements and Facilities or Limited Common Elements and Facilities which would impair the structural integrity or which would structurally change any of the improvements on the Condominium Property. Further, nothing shall be altered, constructed, or removed from or added to the Common Elements and Facilities or Limited Common Elements and Facilities except as provided in this Declaration without prior written consent of the Association nor shall anything be done which would or might jeopardize or impair the safety or soundness of the Common or Limited Elements and Facilities.

12. CONSTRUCTION WITHIN EASEMENTS.

No structure, whether temporary or permanent, planting or other material (except such as exist at the time of this Declaration or as are placed on the Condominium Property by or under the direction of the Board of Trustees) shall be placed or permitted to remain within the utility easements and drainage facilities which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of draining channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

13. PROHIBITED ACTIVITIES / ITEMS.

No industry, business trade, occupation or profession of any kind, commercial, religious, educational or otherwise, shall be conducted, maintained, or permitted on any part of the Condominium Property.

The following items are prohibited in any Common Element of the Community:

Any type statue, statuette, yard or lawn ornament, artificial flowers, ornamental rocks or stones, cypress mulch or peat moss, or any form of edging, swing sets, mounted hose reels, sand boxes, laundry poles or clotheslines, or other such items as identified by the Board.

14. SIGNS and FLAGS.

No signs, (political signs, team spirit signs, etc.) flags (except American Flags) or advertising devices of any kind, temporary or permanent, shall be erected or placed within the Condominium Property without the prior written consent of the Board or the Declarant. The Board and the Declarant shall have the right to erect signs or other advertising devices and to permit Builders, Realtors and Owners to erect signs and other advertising devices within the Condominium Property (including security signs and invisible fence signs) as the Declarant or the Board, in their discretion, deem appropriate. A standard real estate "For Sale" sign not exceeding four (4) square feet in area on one side and advertising the dwelling, however, shall be permitted.

No signs shall be permitted on the properties boarding Saybrook Boulevard. Notwithstanding the above, no signs, political signs, flags (except American Flags), banners or similar items, or advertising or providing directional information with respect to activities being conducted outside Old Saybrook shall be permitted on the Saybrook Property without the approval of the Association.

15. SALE / RENTAL OF UNITS.

Any owner who sells or leases his or her condominium is responsible for:

- A. Making certain the Board of Trustees is informed in writing of resident changes at the time a closing date is established. Contact the office at (330) 549-0692, or such other number as designated by the Declarant or the Board, to set up a time to meet with a Trustee to pick up a packet of materials.
- B. Making certain all condominium dues are current.
- C. Making certain new residents receive the Condominium Declaration, Bylaws and Community Policies & Guidelines and obtaining a written notice of receipt of such documents.

Reference should be made to Article XXI of this Declaration for more information and details concerning the sale and rental of Units.

16. WINDOW TREATMENTS.

No window of any Unit shall be interiorly decorated with window coverings (drapes, curtains, vertical or horizontal blinds, valances, shutters, or other covering) which is colored other than white, off white, or light beige on the exterior facing side.

17. PARKING / VEHICLES.

A. No boats, trailers, motor homes, trucks (larger than a 3/4 ton pickup), travel trailers, or any vehicle with commercial advertising may be parked on any street, Private Road or driveway overnight. Other vehicles used for recreation (van conversions/RV's) not garage-able, will be permitted to park in Limited Common Element (in front of garage) for forty-eight (48) hours to allow for loading and unloading. Such vehicles must not exceed twenty (20) feet in length and must not block normal access of other residents. Commercial moving vans, (when conducting contract business), and commercial trucks when in the area to perform service or repair work are an authorized exception.

B. All parking by residents or guests must be: (a) within the garage, or (b) in the Limited Common Element in front of the garage door. No vehicle may be parked on any of the Private Roads for more than twenty-four (24) consecutive hours. Vehicles parked there for more than twenty-four (24) hours are subject to being towed at owner's expense.

C. Inoperable vehicles (with flat tires, expired license tags, etc.), or vehicles which cannot be identified as belonging to a resident, which are parked in any Common or Limited Common Element for more than 48 consecutive hours may be towed off the premises at the vehicle owner's expense. No repair work is permitted on vehicles in Limited Common or Common Elements except for short-term emergency work (flat tire, battery charge, etc.)

D. No vehicle shall be parked in any manner, which blocks any street or driveway, or the ingress/egress to any garage other than the Owners. The speed limit within the community is 14 mph. Reckless-operation, excessive speed, and parking or driving on the lawn areas is prohibited. Homeowners are responsible to inform their guests not to park in front of any front entry walkways when parking on Private Roads.

18. ARCHITECTURAL CONTROL.

No building, fence, wall or other structure or improvement shall be commenced, erected, or maintained upon the Condominium Property, or an part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing by the Board or its designated representative. This provision does not apply to structures erected by the Declarant or Developer. Unit Owner is responsible for the maintenance and insurance for any permitted fenced in areas. Storm doors may be added at the Unit Owner's expense using only the approved design and color. Specific information about approved storm doors may be obtained from the Board.

19. SOLICITATION AND GARAGE SALES.

Solicitation by commercial enterprises is not authorized within the community. Garage sales and tag sales are specifically prohibited.

20. TV AND RADIO ANTENNAS AND SATELLITE DISHES.

Except in accordance with rules and regulations to be adopted by the Board, or the Declarant, no exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, or other signals of any kind shall be placed, allowed or maintained upon any portion of Old Saybrook, including any Building Envelope without the prior written consent of the Board or Declarant or unless completely contained within the Dwelling so as not be visible from outside the Dwelling. The Declarant and/or the Board shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus of a master antenna or cable system for the benefit of all or a portion Old Saybrook, should any such master system or systems be utilized by the Association and require any such exterior apparatus. Notwithstanding the foregoing, an Owner may install a satellite dish (not to exceed 18 inches in diameter) on a Building Envelope or within a Limited Common Element of a Condominium Association, so long as such installation conforms in all respects to the design, construction, installation, location, maintenance, and any other reasonable criteria established by the Board. The Board may impose more stringent restrictions on satellite dishes.

21. RULES AND REGULATIONS.

The Board of Trustees, from time to time, may adopt such further reasonable Rules and regulations concerning the use of Units and the Limited Common Elements, and the Common Elements and Facilities, as it deems necessary or desirable to promote harmony, to serve the best interests of the Unit Owners and to protect and preserve the nature of the Condominium. Copies of all such rules and regulations shall be furnished by the Board of Trustees to each Unit Owner prior to the time when the same shall become effective. No such rule or regulation shall discriminate against any Unit Owner or Occupant on the basis of race, color, religion, national origin, age or sex.

ARTICLE XII
INSURANCE

1. AUTHORITY TO PURCHASE.

All insurance policies upon the Condominium Property except as hereinafter provided shall be purchased by the Association for the benefit of the Unit Owners and their respective mortgagees as their interest may appear. All of said policies shall provide:

- A. For the issuance of certificates of insurance with mortgagee endorsements to the holders of first mortgages on the Units, if any.
- B. That the insurer waives its right of subrogation against Unit Owner, Occupants and the Association.
- C. That the improvements to Units made by Unit Owners shall not affect the valuation for the purposes of such insurance of the buildings and all other improvements upon the land.
- D. That each and every Unit Owner retains the responsibility for casualty losses, fixtures, and improvements installed by the Unit Owners which would not be included in the valuation for insurance purposes and for the contents of such Unit. Each Unit Owner should consult with an insurance expert for a determination of the appropriate kind of insurance policy and amount of insurance, which would secure such Unit Owner of the ability to replace the fixtures, furnishings, improvements, and contents, of the Condominium Unit in the event of a casualty loss. Such policies and copies of all endorsements shall be deposited with the Insurance Trustee (hereinafter provided for) who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. The Association agrees for the benefit of the Unit Owners, and each Unit Mortgagee, that it shall pay the premiums for the casualty insurance hereinafter required to be carried by the Association at least thirty (30) days prior to the expiration date of such policy and such premiums shall be assessed as a Common Expense. Each policy shall further provide that coverage thereunder shall not be terminated for non-payment of Premiums without at least ten (10) days written notice to each Unit Mortgagee.

2. UNIT OWNER'S INSURANCE.

Each Unit Owner may obtain insurance at his own expense, affording coverage upon his personal property and for his personal liability and as may be required by law and may obtain casualty insurance at his own expense upon any improvements to his Unit made by him in which he would have an insurable interest in excess of his interest in the casualty insurance policy purchased by the Association. Each Insurance policy, however, shall provide that it shall be without contribution as against the casualty insurance purchased by the Association or shall be written by the carrier of such insurance for the Association and shall contain the same waiver of subrogation as that referred to in Section I(B) of this Article.

3. COVERAGE.

The Buildings and all other insurable improvements upon the Condominium Property and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof, excluding excavating and foundations, as determined annually by the insurance company affording such coverage. Such coverage shall grant protection against the following:

- a. Loss or damage by fire and other hazards covered by the standard extended coverage endorsement including coverage for the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof.
- b. Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the buildings including, but not limited to, vandalism, wind storm, water damage, and malicious mischief. The policy providing such coverage shall provide that notwithstanding any provision thereof which gives the carrier an election to restore damage in lieu of making a

cash settlement therefore, such option shall not be exercised in case of the termination of the Condominium as provided for in this Declaration or pursuant to the provisions of Chapter 5311 of the Ohio Revised Code.

The Association shall further insure itself, any managing agent, the Unit Owners and their respective families, agents, tenants, guests, employees, and the officers and Trustees of the Association, and all persons lawfully in possession or control of any part of the Condominium Property, against liability for personal injury, disease, illness, or death and for injury to or destruction of property occurring upon, in or about, or arising from or relating to, the Common Elements and Facilities, including, without limitation, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) in respect to personal injury, disease, illness, or death suffered by any one person and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one occurrence, and to the limit of not less than Five Hundred Thousand Dollars (\$500,000.00) in respect to damage to or destruction of property arising out of any one accident. Such insurance shall not insure against liability for personal injury or property damage arising out of or relating to the individual Units. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

4. INSURANCE TRUSTEE- DISTRIBUTION OF PROCEEDS.

All casualty insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their respective mortgagees as their respective interest may appear. Any funds so paid as a result of casualty losses shall be paid to any bank, as Trustee, which is selected by the Association and located in Mahoning County, Ohio, with trust powers which will accept and assume the responsibility and provisions hereinafter set forth. Said Insurance Trustee shall not be liable for payments of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form of contents of policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for distribution in accordance with the terms and conditions hereinafter set forth and for the benefit of the Association Unit Owners and their respective mortgagees.

ARTICLE XIII
RECONSTRUCTION OR REPAIR OF DAMAGE

1. RESPONSIBILITY FOR RECONSTRUCTION OR REPAIR.

A. Unit Owner's.

If the damage is only to those parts of one Unit for which the responsibility of maintenance and repairs is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty.

B. Association's.

If any part of the Common Elements and Facilities shall be damaged by casualty, such damaged portion shall be promptly reconstructed or repaired as hereinafter provided unless such damage renders one-half (1/2) or more of the Units untenable and the Unit Owners, by the vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, as well as the consent of seventy-five percent (75%) of the first mortgagees, based upon one (1) vote for

each mortgage owned, elect not to reconstruct or repair such damaged part, at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or if by such date the insurance loss has not been finally adjusted, then within thirty (30) days thereafter. Any such reconstruction or repair shall be substantially in accordance with the Drawings. Further, in all other instances except as set forth in subparagraph (A) above, the responsibility of reconstruction and repair after casualty shall be that of the Association. In the event the aforementioned election is held and it is determined that the damage shall not be reconstructed or repaired, then all of the Condominium Property shall be subject to an action for sale as one entity. Said sale shall be negotiated and consummated by the Board with prior approval of seventy-five percent (75%) of the voting power and seventy-five percent (75%) of the first mortgagees, based upon one vote for each mortgage owned. 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 the respective percentages of interest in the Common Elements and Facilities. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged.

2. PROCEDURE FOR RECONSTRUCTION OR REPAIR.

A. Estimate of Cost.

Immediately after a casualty to any portion of the Condominium Property for which the Association has the responsibility of maintenance and repair, the Association shall first offer the contract for repair to the original contractor, Master Plan Builders, Inc., and no performance bond shall be required from them. If said contractor declines the job or is unavailable, the Association shall obtain bids from at least three reliable contractors for the cost to place the damaged property in the condition as good as that before the casualty. The Association at its discretion may require the contractor to deposit with the Association a performance and completion bond in the full amount of the contract price which must be issued by a corporate surety company authorized to do business in the State of Ohio and satisfactory to the Association. In addition, the cost may be increased by the Association to include professional fees and the Insurance Trustee's fees as the Board of Trustees deems necessary.

In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration, or reconstruction, then, unless the Unit Owners and eligible holders of first mortgages, if they are entitled to do so pursuant to the provisions of this Declaration, shall within sixty (60) days after such damage or destruction elect not to make such repair, restoration, or reconstruction, the Association shall make repairs, restoration, or reconstruction of the Common Elements so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit Owners in proportion to their respective undivided interests in the Common Elements.

B. Insufficient Funds.

If the proceeds of the insurance policies are not sufficient to defray the estimated cost of reconstruction and repair by the Association including the aforesaid fees, shall be provided either by means of Common Assessments 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 restoration and replacement of the Common Elements or any combination of the foregoing methods, as the Board in its sole discretion may determine.

C. Disbursement of Construction Fund.

The Association shall then deposit with the Insurance Trustee the contract, bonds and the proceeds of the casualty insurance collected and heretofore referred to and the sums deposited with the Insurance Trustee by the Association from collections of special assessments as aforescribed. Said money shall constitute a construction fund which shall be disbursed by the Insurance Trustee for the payment of the cost of reconstruction and repair of the areas and facilities for which the Association is responsible to reconstruct and repair and said payment shall be made from time to time as work progresses but not more frequently than once in any calendar month. The Trustee shall make such payments upon the written request of the Association, accompanied by a certificate dated not more than fifteen (15) days prior to such request signed by the contractor, a responsible officer of the Association and by an architect in charge of the work, who shall be selected by the Association. If there is no architect in charge of work, the contractor and two officers of the Association shall be required to execute said certificate. The certificate shall set forth the following:

- (i) that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialman, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials and that the sum requested does not exceed the value of the services and materials described in the certificate;
- (ii) that except for the amounts stated in such certificate to be due as aforesaid and for work subsequently performed, there is not outstanding indebtedness known to the persons signing such certificate after due inquiry which might become the basis of a vendor's, mechanic's, materialman's or similar lien arising from such work;
- (iii) that the cost as estimated by the persons signing the certificate of work remaining to be done after the date of the certificate does not exceed the amount of the construction fund remaining in the hands of the Trustees after payment of the sum requested; and
- (iv) the contractor shall also issue a "Sworn Statement of Original Contractor" in accordance with Section 1311.04 of the Ohio Revised Code with each certificate.

It shall be presumed that the first monies disbursed in payment of cost of reconstruction and repair shall be from insurance proceeds and if there be a balance in any construction fund after the payment of all the costs of the reconstruction, repair and fees for which the fund is established, such balance shall be disbursed to the Association. The Association shall then disburse said balance on a prorated basis to the Unit Owners as follows: First, to reimburse Unit Owners for all or any portion of the monies contributed as a "special assessment" in accordance with Section 2(B) of this Article; the balance, if any, shall be distributed prorated based upon beneficial ownership jointly to the Unit Owners and their respective mortgagees.

The above procedure pertaining to disbursement of construction funds through a Trustee as herein described can be waived by unanimous agreement of the Board, provided the cost of construction and repair does not exceed the sum of Ten Thousand Dollars (\$10,000.00). In such event, the Board may act as disbursing agent based upon appropriate contractor lien releases. If the Board determines not to fund through a Trustee and the amount of construction exceeds Ten Thousand Dollars (\$10,000.00), then any such change in the method of disbursement must receive the approval of Unit Mortgagees.

D. Certification to Proceed with Work.

The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

E. Insurance Adjustments.

Each Unit Owner shall be deemed to have delegated to the Board of Trustees his right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the damage is restricted to one Unit, subject to the rights of mortgagees of such Unit.

F. Encroachments.

Encroachments upon or in favor of a Unit Owner or a Unit which may be created as a result of any reconstruction or repair shall not constitute a claim where basis of a proceeding or action by a Unit Owner upon whose property such encroachment exists, provided that such reconstruction or repair was either substantially in accordance with the plans and specifications or as the building was originally constructed. Such encroachment or encroachments shall be allowed to continue in existence for so long as the buildings and/or Units stand.

ARTICLE XIV REHABILITATION OF EXTERIOR OF BUILDING

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 same renewed and rehabilitated. The Association shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a Common Expense. In such event, any Unit Owner who does not vote for such renewal and rehabilitation may elect to receive the fair market value of his ownership interest, less the amount of any liens and encumbrances thereon, in accordance with the provisions of Article XVIII hereof.

ARTICLE XV ADDITIONS TO CONDOMINIUM PROPERTY

Declarant contemplates constructing certain residential structures and other improvements on the Additional Property and submitting the Additional Property together with the buildings and other improvements to be constructed thereon (being hereinbefore defined as the "Additional Property Buildings") and all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners to the provisions of this Declaration and the Act, so the same will become in all respects part of the Condominium Property. Declarant's right to submit the Additional Property and the Additional Property Buildings to be constructed thereon to the provisions of this Declaration and the Act shall be in accordance with the following provisions:

1. RESERVATION OF EXPANSION OPTION.

Declarant hereby explicitly reserves the right and option, but not the obligation, to expand the Condominium Property onto the Additional Property, or any portion thereof, from time to time in one or more phases by constructing certain residential structures, as well as other improvements to service such buildings and the Units, such as storm and sanitary sewers, water,

electric, telephone and other utility lines, roadways, recreational areas and facilities. To this extent, there are no limitation or restrictions on the improvements which can or must be made on the Additional Property.

2. LIMITATIONS ON OPTION.

The Declarant has no limitations on its option to expand the Condominium Property, except as provided in this Article, or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property. No Unit Owner's consent is required to enable the Declarant to expand the Condominium Property.

3. MAXIMUM EXPANSION TIME.

The Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven (7) years from the date of this Declaration is filed for record, unless the Declarant, by written notice to the Association, elects to waive that option effective at a time prior to the expiration of said seven (7) years period. There are no other circumstances that will terminate that option prior to the expiration of said seven (7) years period, and the Declarant has the option to renew for an additional seven (7) years period exercisable within six (6) months prior to the expiration of the seven (7) years period and with the consent of the majority of the Unit Owners other than the Declarant.

4. LEGAL DESCRIPTION.

A legal description of the Additional Property that, through the exercise of the Declarant's option, may be added to the Condominium Property, is set forth on the attached Exhibit "C-2".

5. COMPOSITION OF PORTIONS ADDED.

The Declarant is not obligated to expand the Condominium Property to include all or any portion of the Additional Property. The Declarant has the right to expand the Condominium Property to include the Additional Property or any portion thereof in one or more submissions in accordance with the following:

- (i) The addition of all or any portion of the Additional Property is not mandatory;
- (ii) No particular portion of the Additional Property must be added if other Additional Property is added; and
- (iii) There are no limitations on the portions of Additional Property that must be added.
- (iv) Except as expressly provided in this Article, there are no limitations on the portions of the Additional Property that may be added to the Condominium Property.

6. TIME FOR ADDING ADDITIONAL PORTIONS.

Portions of the Additional Property may be added to the Condominium Property from time to time, and at different times, within the time limit previously described. There are not limitations fixing the boundaries of portions added, or regulating the order in which portions are added, excepting, however, that each portion added shall be contiguous, at some point, to what then constitutes the Condominium Property, so that at all times the entire Condominium Property shall be an integral and contiguous development.

7. IMPROVEMENT LOCATION LIMITATIONS.

There are no established or defined limitations as to the location of any improvements that may be made on any portion of the Additional Property added to the Condominium Property, except such limitations as may then be in effect by reason of the laws, rules and regulations of the appropriate governmental bodies and authorities having jurisdiction.

8. MAXIMUM NUMBER OF UNITS.

The maximum total number of Units that may be created on the Additional Property and added to the Condominium Property is ninety-six (96) Units, at a rate of approximately seven and one-half (7½) Units per acre, provided that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling Units that may be constructed on all or any part of the Additional Property that is not added to the Condominium Property.

9. NON-RESIDENT USES.

The maximum percentage of the aggregate land and floor area of all Units that may be created on the Additional Property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use is zero.

10. COMPATIBILITY OF STRUCTURES.

All structures erected on all or any portion of the Additional Property and added to the Condominium Property will be compatible with structures then on the Condominium Property in terms of quality of construction, the principal materials to be used, and architectural style and design. Comparable style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not comparable because of changes in the number of Units in a building, or variances in setbacks or locations of structures in relation to other improvements.

11. IMPROVEMENTS OTHER THAN STRUCTURES.

If all or any portion of the Additional Property is added to the Condominium Property, drives, sidewalks, yard areas, and other improvements similar to those then on the Condominium Property shall be constructed on the Additional Property. The improvements on the Additional Property shall be of the same kind, style, design and quality as those improvements then on the Condominium Property.

12. TYPES OF UNITS.

All Units that are created on all or any portion of the Additional Property and added to the Condominium Property shall be substantially identical to and of the same types of Units then on the Condominium Property, provided, however, that any such Units shall be deemed substantially identical notwithstanding changes in the interior layout of the Units or changes in the number of Units in a building.

13. LIMITED COMMON ELEMENTS.

The Declarant reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property to create Limited Common Elements therein of substantially the same general type, size and number as those areas then designated as such in the Condominium Property, including, without limiting the generality of the foregoing, patios, patio decks, front or rear terraces, concrete pads for the placement of central air conditioning equipment, and driveways. The precise size and number of such Limited Common Elements on

the Additional Property cannot be precisely ascertained because those facts will depend on the size and location of the buildings and Units and other factors presently undetermined.

14. SUPPLEMENTARY DRAWINGS.

Attached hereto and marked Exhibit "B" is a Drawing showing the location and dimensions of the Condominium Property and the Additional Property. The Declarant does not consider any other Drawings or Plans, other than the Drawings, presently appropriate in supplementing the foregoing provisions of this Article. However, at such time as the Declarant adds all or any portion of the Additional Property to the Condominium Property, it shall file Drawings and Plans with regard to the Additional Property as required by the Condominium Act.

15. PROCEDURES FOR EXPANSION.

All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by the Declarant and all owners and lessees of the land so added, in the manner provided by the Condominium Act, or an amendment to the Declaration that contains the information, Drawings and Plans with respect to the Additional Property and improvements thereon as required by the Condominium Act.

16. EFFECTS OF EXPANSION.

Upon the filing for record of an amendment to the Declaration adding all or any portion of the Additional Property to the Condominium Property:

- A. The added portion shall thereafter be subject to all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions, and assessments set forth herein shall run with and bind the Additional Property in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property;
- B. The Owner or Owners of the Additional Property shall thereupon become members of the Association, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members;
- C. The undivided interests of Units in the Common Elements, as so expanded, shall be reallocated as hereinbefore provided; and
- D. In all other respects, all of the provisions of this Declaration shall include and apply to such Additional Property, and to the Owners, mortgagees, and lessees thereof, with equal meaning and of like force and effect.

ARTICLE XVI
AMENDMENT OF DECLARATION

1. IN GENERAL.

Except for amendments adding property to the Condominium in accordance with Article XV hereof and Chapter 5311 of the Ohio Revised Code, this Declaration may be amended upon the filing for record with Recorder of Mahoning County of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by either Unit Owners representing no less than seventy-five percent (75%) of the aggregate interest in the Common Elements and Facilities as set forth in Article V, Section 2, hereof, or by the President and Vice-President and the Secretary or

Assistant Secretary of the Association, together with an affidavit by said officers that the amendment has received the written approval of the Unit Owners representing no less than seventy-five percent (75%) of the aggregate interest in the Common Elements and Facilities. In the case of an amendment for the purpose of adding to the Condominium Property, pursuant to Article XV hereof, such amendment shall be executed by the Declarant as required by Chapter 5311 of the Ohio Revised Code. All amendments 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. All amendments except those made pursuant to Article XV must contain an affidavit by the President of the Association or the Declarant, as the case may be, that a copy of the amendment has been mailed certified mail to all Unit Owners and all first mortgagees having bona fide liens of record against any Unit Ownership. Except as hereinabove provided, with respect to amendments for the purposes of making additions to the Condominium Property as provided in Article XV hereof, no amendment shall have any affect, however, upon Declarant, upon the rights of Declarant under this Declaration and upon the rights of bona fide first mortgagees until the written consent of Declarant and/or such mortgagees to such amendment has been secured. Such consents shall be retained by the Secretary of the Association or the Declarant, as the case may be, and the Secretary's or Declarant's certification in the instrument of amendments as to the consent or non-consent of Declarant and the number of the consenting and non-consenting mortgagees of the various Units (based upon one (1) vote for each mortgage owned) may be relied upon by all persons for all purposes. Notwithstanding anything contained herein to the contrary, this Declaration cannot be amended without first receiving seventy-five percent (75%) approval of the first mortgagees (based upon one (1) vote for each mortgage owned) wherein said amendment would:

- A. Change the prorated interest or obligations of any condominium Unit as set forth in Article V herein for purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condominium awards or for determining the prorated share of ownership of each Unit and appurtenant real estate and any improvements thereon which are owned by the Unit Owners in undivided prorated interest, except as provided in Article XV and this Article as the same pertains to "Additional Property".
- B. Partition or subdivide any Condominium Unit.
- C. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements or property (excluding easements for public purposes consistent with the intended use of the Common Elements and Facilities.
- D. Amend this Article of the Declaration so that the above changes can be effectuated without the approval of the first mortgagees.

2. SPECIAL AMENDMENT.

Prior to the formation of the Association, Declarant shall have the right and power, and after the formation of the Association either the Declarant and the Board shall each have the right and power, to record a special amendment ("Special Amendment") to this Declaration at any time, and from time to time, which amends this Declaration (1) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, Mortgage Guarantee Insurance Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, or (2) to induce any such agencies or entities to make, purchase,

sell, insure, or guarantee first mortgages covering Condominium Ownership Interests, or (3) to bring this Declaration into compliance with the Act or (4) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment hereto, or (5)) to correct obvious factual errors or inconsistencies between the Declaration and any exhibit thereto and other documents governing the Condominium Development, the correction of which would not materially impair the interest of any Unit Owner or mortgagee, or (6) to comply with the underwriting requirements of insurance companies providing casualty insurance, liability insurance and other insurance coverages for the Condominium Development, or (7) to bring any provisions hereof into compliance with the provisions of any applicable governmental statute, rule or regulation or any judicial determination, or (8) to designate a successor to the person named to receive service of process for the Association and to file with the Secretary of State of the State of Ohio an appropriate change of statutory agent designation. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant and/or to the Board to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Declarant and/or to the Board to vote in favor of, make and record Special Amendments..

ARTICLE XVII
REMOVAL OF PROPERTY OF CHAPTER 5311

Anything in Chapter 5311 Of the Ohio Revised Code to the contrary notwithstanding, the Unit Owners, by the affirmative vote of those entitled to exercise no less than ninety percent (90%) of the voting power, may elect to remove the Condominium Property from the provisions of Chapter 5311. Upon such action, it shall become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale. If the Condominium Property is sold, the proceeds of sale shall be received and held by the Association in trust for the benefit of the Unit Owners and their respective mortgagees as their respective interests may appear, and such proceeds shall be disbursed as soon as possible to satisfy first mortgage liens, unpaid assessments and other liens and encumbrances, with the balance to be distributed to the Unit Owners, in accordance with their interest in the Common Elements of the Condominium Development, adjusted by any payments of liens on each Unit.

ARTICLE XVIII
PROCEEDINGS CONCERNING DISSENTING OWNERS

Any Unit Owner who is entitled to notice of a meeting called to act upon any of the matters mentioned in Article XIV and Article XVII hereof and who does not vote in favor of such matters shall be entitled, upon complying with the provisions of this Article, to receive the fair market value of his ownership interest, as of the date such vote is taken, less the amount of any liens and encumbrances thereon. At closing for such Units, the Unit Owner shall be charged with such closing expenses as is customary for seller to pay in this area. Such Unit Owner, in order to become entitled to such receipt, shall serve a written demand therefor upon the President or other chief officer of the Association within five (5) days after receiving notice of such vote. The Unit Owner shall specify in said demand his name and address, the Unit of which he is the owner and with respect to which such demand is made, the amount claimed by him as constituting such value, the amount of such liens and encumbrances thereon and the

names and addresses of the holders thereof. If the Board is unwilling to pay the amount so demanded, the Board may, on behalf of the Association, within fifteen (15) days after the service of such written demand, so notify the Unit Owner and make a counter-offer of a different amount as the fair market value of the ownership interest as to which demand has been made in compliance therewith. The fair market value of the ownership interest shall be the demand made by the Unit Owner if he has complied with the provisions of this Article, or if the Association as aforesaid has made a counteroffer of a different amount than the amount specified in such demand, then said counter-offer shall be the fair market value unless either the Board and the Unit Owner at any time within twenty (20) days after the service of such demand or counter-offer, whichever is later, agree upon a different amount or either the Unit Owner or the Association within said twenty (20) day period serves a written notice on the other that he or it desires that the determination of the fair market value of such Unit shall be made by a board of appraisers. In such case, the fair market value shall be determined by the majority vote of a board of three (3) appraisers, one of whom shall be appointed by the Board and the other whom shall be appointed by the Unit Owner and the two (2) appointed appraisers shall appoint a third (3rd) appraiser. Each appointment shall be made five (5) days after receipt by the other party of aforesaid notice, to have the ownership appraised and the third (3rd) appointment by the two (2) appraisers chosen by the parties shall be appointed within five (5) days after the two (2) appraisers were appointed. The cost of appraisal shall be borne equally between the parties. The fair market value, determined as above provided, of such ownership interest less the amount of any liens and encumbrances thereon as above provided shall be paid to the Unit Owner in return for conveyance of his ownership interest, subject to any liens and encumbrances thereon, to the President or chief officer of the Association as trustee for all of the Unit Owners. Thereafter, the liens and encumbrances shall be immediately paid by the Association unless otherwise agreed to by the mortgagees or other lien holders. Such conveyance and payment of the consideration thereof, which shall be a Common Expense to the Unit Owners who have not elected to receive the fair market value of their Units, shall be made within thirty (30) days after the fair market value of the ownership interest becomes fixed as aforesaid. The Association may elect to finance said purchases in accordance with the procedure in Article XX, Paragraph 6.

ARTICLE XIX **RELOCATION OF BOUNDARIES**

1. The boundaries between adjoining Units and appurtenant Limited Common Elements and Exclusive Use Areas may be relocated and the Undivided Interests in the Common Elements and Limited Common Elements and Exclusive Use Areas appurtenant to those Units may be reallocated by an amendment to the Declaration pursuant to the following procedures:

(a) The Owners of the adjoining Units shall submit to the Board a written application for the relocation and reallocation. The application shall be accompanied by the written consents of the holders of all liens on those Units, except liens for real estate taxes and assessments not due and payable.

(b) In the application, the Owners of the adjoining Units may request a specific reallocation of their Undivided Interests in the Common Elements allocated to the adjoining Units.

B. Unless the Board finds any requested reallocation of the Undivided Interests in the Common Elements to be unreasonable, within thirty days after the Board

receives the application, the Association shall prepare, at the expense of the Owners of the adjoining Units, an amendment to the Declaration that is executed by the Owners of the affected Units and that includes all of the following:

- (a) Identification of the affected Units;
- (b) Words of conveyance between the Owners of the Units;
- (c) A specification of the Undivided Interests in the Common Elements, the proportionate shares of Common Surplus and Common Expenses, and the voting powers of each Unit resulting from the relocation and reallocation, the total of which shall equal the interests, shares, and powers of the former adjoining Units.

C. At the expense of the Owners of the affected Units, the Association shall record the amendment to the Declaration together with both of the following:

- (a) Any drawing, plat, or plans necessary to show the altered boundaries of the affected Units;
- (b) The dimensions and identifying number of each Unit that results from the relocation and reallocation.

2. Existing liens automatically shall attach to each Unit that results from the relocation and reallocation.

3. Rights to the use of Limited Common Elements may be reallocated between or among Units by an amendment to the Declaration pursuant to the following procedures.

- A. The Owners of the affected Units shall prepare and execute at their expense an amendment to the Declaration that identifies the affected Units and specifies the reallocated rights to the affected Limited Common Elements.
- B. The Owners of the affected Units shall submit to the Board the amendment, accompanied by the written consents of the Owners of all affected Units and the holders of all liens on those Units except liens for real estate taxes and assessments not due and payable.
- C. At the expense of the Owners of the affected Units, the Association shall record the submitted amendment to the Declaration.

4. The Board may delegate that Common Element to the use of a certain Unit or Units, to the exclusion of other Units. The delegation of a Common Element may be subject to criteria that the Association establishes, including the payment of an additional fee that is part of each benefited Unit's Common Expenses and that is only to be used for the delegated Common Element.

5. Nothing in division 4 of this section affects a Unit Owner's right to exclusive use of any Common Element that the Declaration designates as a Limited Common Element appurtenant to the Owner's Unit.

ARTICLE XX
REMEDIES FOR BREACH OF COVENANT AND RULES

1. **ABATEMENT AND ENJOINMENT.**

If any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate any restriction or condition or Rule adopted by the Board or shall breach any covenant or provision contained in this Declaration or in the By-Laws, the Association shall have the right in addition to the rights herein after set forth in this Article XIX and those provided by law:

- A. Enter into any Unit in which or as to which such violation or breach exists and to summary abate and remove, at the expense of the Owner of such Unit, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of this Declaration or of the Bylaws or the Rules, and the Declarant, or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or
- B. To enjoin, abate or remedy, by appropriate legal proceedings, either at law or in equity, the continuance of any breach. The Association shall be entitled to be reimbursed for legal fees incurred in connection with any such action.

2. **INVOLUNTARY SALE.**

If any Unit Owner, either by his conduct or the conduct of any Occupant of his Unit, shall violate any covenant or provision of this Declaration, or the By-Laws or Rules adopted by the Association, and such violation shall continue for thirty (30) days after notice in writing from the Association, or occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Association, then the Association shall have the right, upon giving of ten (10) days prior written notice to the Unit Owner and his first mortgagee to terminate the rights of such Unit Owner or Occupant to continue as a Unit Owner or Occupant and to continue to occupy, use or control his Unit, and thereupon a legal action may be filed by the Association against such Unit Owner or Occupant for a decree of mandatory injunction against said Unit Owner or Occupant or, subject to the prior consent in writing of any mortgagee having an interest in the ownership interest of such Unit Owner, which consent shall not be unreasonably withheld, declaring the termination of the right of such Unit Owner or Occupant to occupy, use, or control the Unit owned or occupied by him and ordering all the rights, title and interest of the Unit Owner or Occupant in his ownership interest or interests therein to be sold (subject to any liens and encumbrances thereon) at a judicial sale upon such notice and terms as the Court shall establish, except that the Court shall enjoin and restrain such Unit Owner or Occupant from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, receiver's fees, reasonable attorney fees and all other expenses of the proceeding, and all such items shall be taxed against such Unit Owner or Occupant in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments owing to the Association and any liens required to be discharged, may be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereafter shall, subject to the rights and privileges of the Board provided in Article XX, thereupon be entitled to conveyance of ownership interest or interests therein and to immediate possession of the Unit so conveyed and may apply to the Court for a Writ for the purpose of acquiring such Possession and it shall be a condition of such sale, and the decree shall so provide, that the Purchaser shall take the interest in such ownership interest or interest therein subject to this Declaration.

ARTICLE XXI
SALE OR LEASING OF OWNERSHIP PROPERTY

1. **MAINTENANCE OF COMMUNITY INTEREST.**

In order to maintain a community of congenial residents and thus protect the value of the Units and in order to secure the financial ability of each Unit Owner to pay assessments made against him, the sale of any Units by any Owner other than the Declarant shall be subject to the following provisions so long as the Condominium exists, which provisions each owner covenants to observe. In this respect, any decisions made by the Board of the Association shall never be predicted on race, religion, color, creed, age, national origin, or sex.

2. **SALE OF UNIT.**

No Unit Owner may dispose of his unit ownership or any interest therein by sale without approval of the Association as hereinafter set forth; provided, however, that the sale of a Unit by a Declarant or by a mortgagee who has acquired title to same due to default by its mortgagor shall be exempt from the Provisions of this Article XX and shall have the right to sell said Unit directly to a purchaser without first complying with the terms and conditions of this Article XX. A Unit Owner intending to make a bona fide sale of his Unit or any interest therein shall give to the Association notice, in writing, of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice shall be accompanied by an executed copy of the proposed contract to sell. If the notice to the Association is not given, then at any time after receiving knowledge of a transaction or event in which the ownership was sold, the Association at its election and without notice may approve or disapprove the transaction. If the Association disapproves the sale transaction, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(a) **CERTIFICATE OF APPROVAL.**

Within fifteen (15) days after receipt of such notice and information pertaining to the sale of the unit, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association or said certificate may be executed by the Manager.

(b) **DISAPPROVAL.**

If the proposed sale transaction is disapproved by the Association within said fifteen (15) day period after receipt of the information and notice, the Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit Owner's Unit and the Unit Owner must sell the Unit to the Association upon the following terms:

- (i) The price to be paid by the Association shall be that price stated in the disapproved contract.
- (ii) The purchase price shall be paid in the manner, and subject to the conditions of such contract or, at the election of the Association shall be paid in cash.
- (iii) The sale shall be closed within sixty (60) days after the deliver of mailing of said contract to purchase.
- (iv) If the Association shall fail to purchase or shall default in its agreement to purchase, the proposed transaction submitted by the Unit owner shall be deemed to have been approved by the Association and a certificate of approval shall be issued as heretofore provided.

(c) CONSENT OF VOTING MEMBERS.

The Board shall not exercise any option hereinabove set forth to purchase any ownership interest unless it shall have been authorized to do so by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power of the Association. The Board may bid and purchase at any sale an ownership interest or interests there which is sold pursuant to an order or direction of a Court upon the prior authorization of the Unit Owner, as aforesaid which authorization shall set forth the maximum price which the Board is authorized to bid and pay for said ownership interest or interests therein.

(d) FINANCING OF PURCHASE.

- (i) Acquisition of any ownership interest or interests therein under this Article XX, Article XIV, or Article XVIII, shall be made from the reserve for contingencies and replacements and for the account of consenting Unit Owners. If said reserve is insufficient, the Association shall levy a special assessment against each consenting Unit Owner in the proportion in which his percentage of interest in the Common Elements and Facilities bears to the percentage of interest in the Common Elements and facilities of all consenting Unit Owners, which assessment shall become a lien and be enforceable as a lien for Common Expense.
- (ii) The Board, in its discretion, may borrow money to finance the acquisition of any ownership interest pursuant to the terms of this Article provided that no financing may be secured by any encumbrance on or by hypothecation of any portion of the Condominium Property other than the ownership interest or interests therein to be acquired. Any costs of the Association for purchasing and owning units, including but not limited to financing costs, mortgage payments, repair costs, and selling expenses when the unit is resold, shall be a Common Assessment.

(e) TITLE TO ACQUIRED PROPERTY.

Ownership interests acquired pursuant to this Article shall be held in the name of the President or Secretary of the Association as trustee for all consenting Unit Owners. Such holding shall be for the benefit of all the Unit owners consenting to the participation in such acquisition. Said ownership interest or interests, therein shall be sold or leased by the Board for the benefit of such Unit Owners. All net proceeds of any such sale or leasing shall be deposited in the reserve fund and may thereafter be disbursed or credited at such time and in such manner as the Board may determine for the account of such consenting Unit Owners.

3. LEASING OR OTHER ALIENATION OF UNITS(a) UNIT OWNER'S RIGHT TO LEASE UNIT .

Any Unit Owner shall have the right to lease all (but not less than all) of his Unit upon such terms and conditions as the Unit Owner may deem advisable, except that no Unit shall be leased or sub-leased for transient or hotel purposes. Any lease or sublease of a Unit for a period of less than one (1) year shall be deemed to be a lease or sublease for transient or hotel purposes. (1) Any lease or sublease of a Unit shall be in writing and shall provide: (a) that the lease or sublease shall be subject to the terms of this Declaration, the Bylaws and Rules and that any failure of a lessee to comply with the terms of this Declaration, the Bylaws and Rules shall be in default under the lease or sublease; (b) that the Association shall have the right to require

the Unit Owner to deposit with the Association such an amount not to exceed one (1) month's rent as security to provide funds for repairs and to assure compliance with this Declaration, the Bylaws and Rules; (2) the limitations with respect to the leasing of Units shall not apply to the: (a) Declarant; or (b) a first mortgagee of a Unit in connection with a mortgage foreclosure (or acceptance of a deed in lieu of foreclosure), or with respect to any sale or transfer by the first mortgagee or any other party who acquired the Unit in connection with the foreclosure or deed-in-lieu.

(b) ASSOCIATION'S RIGHTS WITH RESPECT TO LEASED UNITS .

A tenant shall comply with all covenants, conditions and restrictions set forth in the Declaration, the Bylaws and the Rules of the Association, as lawfully amended. Violations of those covenants, conditions or restrictions shall be grounds for the Association or any Unit Owner to commence a civil action for damages, injunctive relief, or both, and an award of court costs and reasonable attorneys' fees in both types of action.

- (i) Except as otherwise provided in the Declaration or Bylaws, the Association may initiate eviction proceedings pursuant to Chapters 5321 and 1923 of the Ohio Revised Code to evict a tenant for a violation of Section (B)(1) of this Article XVI.
- (ii) The action shall be brought by the Association, as the Unit Owner's agent, in the name of the Unit Owner.
- (iii) In addition to any procedures required by Chapters 5321 and 1923 of the Ohio Revised Code, the Association shall give the Unit Owner at least ten (10) days' written notice of the intended eviction action.
- (iv) The costs of an eviction action pursuant to this Section, including reasonable attorneys' fees, shall be charged to the Unit Owner and the Association may file a lien against that Unit.
- (v) The remedies to the Association under this section are in addition to the remedies accorded the Association in Article XVII of this Declaration.

(c) ASSOCIATION MAKING AVAILABLE CONDOMINIUM DOCUMENTS AND FINANCIAL INFORMATION .

The Association shall make available to Unit Owners, lenders and holders and insurers of first mortgages on any Unit, current copies of this Declaration, the Bylaws, Rules and other books, records and financial records of the Association. The Association shall also make available to prospective purchasers current copies of the Declaration, Bylaws, Rules, and the most recent annual statement, if such is prepared. "Available" shall at least mean available for inspection upon request, during normal business hours or under other reasonable circumstances. Upon written request by any agency or corporation who makes, purchases, sells, insures or guarantees mortgages on Units, the Association shall prepare and furnish within a reasonable time a financial statement of the Association for the immediately preceding year. The Association shall have the right to impose a reasonable fee to defray the cost of copying such information.

4. NAMES OF OWNERS AND OCCUPANTS OF UNITS .

To enable the Association to maintain accurate records of the names, addresses and phone numbers of Unit Owners and other Occupants of Units, each Unit Owner agrees to notify the Association in writing, within five (5) days after such Unit Owner's Unit has been transferred or leased to another person. In addition, each Unit Owner agrees to provide to a Purchaser or

lessee of such Unit Owner's Unit a copy of this Declaration (including amendments thereto), the Bylaws (including amendments thereto), the Rules and other relevant documents.

5. NO SALE OR LEASE TO, OR OCCUPANCY BY, SEXUALLY ORIENTED OFFENDER.

No Owner shall lease, convey, or transfer a Unit to any person who is required pursuant to the provisions of Section 2950.04 of the Ohio Revised Code (or similar statute from any other jurisdiction), to register as a sexually oriented offender. Neither the Declarant nor the Association shall be liable to any Owner, Occupant, or their guest, as a result of the Declarant's or the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

ARTICLE XXII
COMPLIANCE AND NON-MONETARY DEFAULT

1. ENFORCEMENT.

In the event of a violation by any Unit Owner or any tenant of a Unit Owner (other than the nonpayment of Common Assessments or other charge, which is governed by Article V of this Declaration) of any of the provisions of this Declaration, the Bylaws or the Rules, the Association shall notify the Unit Owner and any tenant or other Occupant of the violation, by written notice. If such violation is not cured as soon as is reasonably practical and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the Unit Owner or tenant or other Occupant fails to commence and diligently proceed to completely cure such violation as soon as is reasonably practical within seven (7) days after written demand by the Association, or if any similar violation is thereafter repeated, the Association may, at its option:

- (a) Impose a fine against the Unit Owner or tenant or other Occupant as provided in Subsection (B) of this Article; and/or
- (b) Commence an action to enforce performance on the part of the Unit Owner or tenant or other Occupant, and to require the Unit Owner to correct such failure, or for such other relief as may be necessary under the circumstances, including injunctive relief; and/or
- (c) The Association may itself perform any act or work required to correct such failure and, either prior to or after doing so, may charge the Unit Owner with all reasonable costs incurred or to be incurred by the Association in connection therewith, plus a service fee equal to fifteen percent (15%) of such costs. In connection with the foregoing, the Association may perform any maintenance or repairs required to be performed, may remove any change, alteration, addition or improvement which is unauthorized or not maintained in accordance with the provisions of this Declaration, and may take any and all other action reasonably necessary to correct the applicable failure; and/or
- (d) Commence an action to recover damages.

2. FINES.

The amount of any fine shall be a reasonable amount as determined by the Board. Prior to imposing any fine, the Unit Owner or tenant or other Occupant shall be afforded an opportunity for a hearing after reasonable notice to the Unit Owner or tenant or other Occupant of not less than 14 days, which notice shall include (1) a statement of the date, time and place of the hearing, (2) a statement of the provisions of this Declaration, Bylaws or Rules which have

allegedly been violated, and (3) a short and plain statement of the matters asserted by the Association. The Unit Owner or tenant or other Occupant shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. At the hearing, the Board shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if the Board so determines, it may impose such fine as it deems appropriate by written notice to the Unit Owner or tenant or other Occupant. If the Unit Owner or tenant or other Occupant fails to attend the hearing as set by the Board, the Unit Owner or tenant or other Occupant shall be deemed to have admitted the allegations contained in the notice to the Unit Owner or tenant or other Occupant. Any fine imposed by the Board shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is, timely requested within ten (10) days after written notice of the decision of the Board at the hearing. Any fine levied against a Unit Owner shall be deemed a Common Assessment and if not paid when due all of the provisions of this Declaration relating to the late payment of Common Assessments shall be applicable except as otherwise provided by the Act. If any fine is levied against a tenant or other Occupant and is not paid within ten (10) days after same is due, the Association shall have the right to evict the tenant or other Occupant as hereinafter provided.

3. NEGLIGENCE .

A Unit Owner shall be liable and may be charged by the Association for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances or of the Common Elements.

4. RESPONSIBILITY OF UNIT OWNER FOR TENANTS .

Each Unit Owner shall be responsible for the acts and omissions, whether negligent or willful, of any tenant of his Unit, and for all employees, agents and invitees of the Unit Owner or any such tenant, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Condominium Property, or any liability to the Association, the Unit Owner shall be charged for same, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, the Bylaws or any Rule, by any tenant of any Unit, or any employees, agents or invitees of a Unit Owner or any tenant of a Unit, shall also be deemed a violation by the Unit Owner, and shall subject the Unit Owner to the same liability as if such violation was that of the Unit Owner.

5. COSTS AND ATTORNEY'S AND PARALEGAL'S FEES .

In any legal proceedings commenced by the Association to enforce this Declaration, the Bylaws, and/or the Rules, as said documents may be amended from time to time, the prevailing party shall, be entitled to recover the costs of the proceeding and reasonable attorney's and paralegal's fees. Any such cost or attorney's and paralegal's fees awarded to the Association in connection with any action against any Unit Owner shall be charged to the Unit Owner.

6. NO WAIVER OF RIGHTS .

The failure of the Association or any Unit Owner to enforce any covenant, restriction or any other provision of this Declaration, the Bylaws, or the Rules, as the said documents may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

ARTICLE XXIII CONDEMNATION

1. ENTIRE TAKING.

In the event that all of the Common Elements and Facilities are taken by condemnation, the net proceeds of the award shall be paid to the Association and considered as one fund and shall be distributed to all Unit Owners and their respective mortgagees jointly and proportional to each Unit Owner's respective percent of interest in the Common Elements and Facilities. No Unit Owner, however, shall receive any portion of his share of such award until all liens and encumbrances on his Unit have been paid, released or discharged.

2. PARTIAL TAKING.

In the event of a partial taking of the Common Elements and Facilities, this Condominium shall automatically be amended so that the parcel of land taken by the condemning authorities is excluded from this Declaration. The share in the Common Elements and Facilities of the Condominium by the Unit Owners in which remain shall be redistributed between the remaining Unit Owners in proportion to their respective prior interest in the Condominium. Each Unit Owner shall be entitled to secure an award from the condemning authority for the taking of their respective Units or residual damages to their respective Units and in this regard, payment shall be made directly to the Unit Owner and their respective mortgagee in the ordinary course under eminent domain procedures. All awards granted for the taking of Common Elements and Facilities and/or damages in the residual of the Common Elements and Facilities shall be paid to the Association and distributed to individual Unit Owners and their mortgagees jointly as determined by three (3) reputable real estate appraisers (who shall be members of the Master Appraisers Institute or the Society of Real Appraisers), two (2) of whom shall be appointed by the Board and the third of who, shall be appointed by the first (2) appraisers. The appraisers shall render written instructions to the Board allocating the total award to the Units in such proportion as they in their sole discretion determine to be the damages caused to the Units. It is agreed that their determination shall be final and binding upon all Unit Owners and their respective mortgagees.

ARTICLE XIV RIGHTS OF FIRST MORTGAGEES

The following provisions inure to the benefit of each holder, insurer or guarantor of a first mortgage encumbering a Unit:

1. Statement of Default .

A first mortgagee, upon written request to the Board, shall be given a written statement by the Board of the number of Unit Owners who are more than one (1) month delinquent in the payment of monthly Common Assessments at the time said written request is received by the Board.

2. Compliance With Mortgage Insurance Regulations .

In general, and in order to facilitate the marketability of the Units, the Board shall comply, to the best of its ability, with requests by first mortgagees for information required by regulations of the Federal Home Loan Bank Board, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage

Guaranty Insurance Corporation, the Department of Housing and Urban Development, the Federal Housing Corporation and the Veteran's Administration (or other private mortgage insurance company), or required by any other secondary mortgage market lender, or by any governmental insurer or guarantor of the first mortgage of any Unit.

3. Notices to Mortgagees .

Upon written request to the Association, each mortgagee shall have the right to receive notices of all meetings of the Association and to designate a representative to attend any such meeting. Furthermore, the holder, insurer or guarantor of a first mortgage on a Unit shall receive timely written notice from the Association of: (1) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; (2) any condemnation or casualty loss that affects either a material portion of the Condominium Development or the Unit securing its mortgage; and (3) any proposed action that requires the consent of a specified percentage of first mortgage holders.

4. Other Notices to Each Holder, Insurer or Guarantor of a First Mortgage Encumbering a Unit Timely notice shall be given of:

- (a) Any proposed amendment hereto that effects a change in:
 - (i) the boundaries of any Unit or the Limited Common Elements appertaining thereto;
 - (ii) the interests in the Common Elements appertaining to any Unit (except as provided in Article XV [Additions to Condominium Property]), or rights to their use and Article XIX (Relocation of Boundaries, or the liability for Common Expenses appertaining thereto;
 - (iii) the voting rights appertaining to any Unit; or
 - (iv) purposes to which any Unit or the Common Elements are restricted; and
- (b) Any proposed termination of the Condominium Property.

5. Special Federal Home Loan Mortgage Corporation Provisions .

- (a) Except as required by the Act, unless Unit Owners exercising at least seventy-five percent (75%) of the voting power of the Association (and first mortgagees holding at least fifty-one percent [51%] of the first mortgages on Units) give their consent, the Association shall not effect amendments to the Condominium Instruments that would change:
 - (i) voting rights;
 - (ii) Common Assessments, liens for Common Assessments or the priority of liens for Common Assessments;
 - (iii) reserves for maintenance, repair and replacement of Common Elements;
 - (iv) responsibility for maintenance and repairs;
 - (v) right to use the Common Elements;
 - (vi) allocation of interests in the Common Elements or Limited Common Elements (except as provided in Article XV [Additions to

- Condominium Property]) or rights to their use and Article XIX (Relocation of Boundaries);
- (vii) redefinition of any Unit boundaries except as provided in Article XIX;
 - (viii) convertibility of Units into Common Elements or vice versa, except as provided in Article XIX;
 - (ix) expansion or contraction of the Condominium Development, or addition, annexation or withdrawal of the Property to or from the Condominium Development;
 - (x) requirements for insurance policies or fidelity bonds;
 - (xi) leasing of Units;
 - (xii) imposition of any restrictions on a Unit Owner's right to sell or transfer or otherwise convey his or her Unit;
 - (xiii) a decision of the Association to establish self-management when professional management had been required previously by the Condominium Instruments or by an eligible mortgage holder;
 - (xiv) restoration or repair of the Condominium Development (after a hazard, damage or partial condemnation) in a manner other than that specified in the Condominium Instruments;
 - (xv) any action to terminate the legal status of the Condominium Development after substantial destruction or condemnation occurs;
 - (xvi) any provisions that expressly benefit mortgage holders, insurers or guarantors; or
 - (xvii) the reallocation of undivided interests in the Common Elements resulting from a partial condemnation or partial destruction.

(b) The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from mortgagees or Unit Owners or a larger percentage vote as otherwise required for any of the actions contained in this Declaration or required by the Act.

(c) First mortgagees may, jointly or singularly, pay taxes or other charges which are in default or which may or have become a charge against the Common Elements and may pay overdue premiums of casualty insurance policies or secure new casualty insurance coverage upon the lapse of a policy, for the Common Elements and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

(4) The implied approval of a first mortgagee may be assumed when such first mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested.

ARTICLE XXV

TRANSFER OF SPECIAL DECLARANT RIGHTS

1. A Declarant may transfer Special Declarant Rights created or reserved under the Act or provided for in the Condominium Instruments by an instrument evidencing the transfer

recorded in the land records of the County in which the Condominium Property is located. The instrument is not effective unless executed by both the transferor and transferee.

2. Upon transfer of any Special Declarant Right, the liability of a transferor Declarant is as follows:

- (a) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon the transferor Declarant by the Act. Lack of privity (direct contractual relationship) does not deprive the Association or any Unit Owner of standing to bring an action to enforce any obligation of the transferor.
- (b) If the successor to any Special Declarant Right is an Affiliate of a Declarant, the transferor is jointly and severally liable with the successor for any obligation or liability of the successor which related to the Condominium Property.
- (c) If a transferor retains any Special Declarant Rights, but transfers other Special Declarant Rights to a successor who is not an Affiliate of the Declarant, the transferor is also liable for any obligations and liabilities relating to the retained Special Declarant Rights imposed on a Declarant by the Act or the Condominium Instrument arising after the transfer.
- (d) A transferor has no liability for any act or omission, or any breach of contractual or warranty obligation arising from the exercise of a Special Declarant Right by a successor Declarant who is not an Affiliate of the transferor.

3. Nothing in this Article subjects any successor to a Special Declarant Right to any claims against or other obligations of a transferor Declarant, other than claims and obligations arising under the Act or the Condominium Instruments.

ARTICLE XXVI **AGENT FOR SERVICE OF PROCESS**

Robert P. Struharik, Jr. a natural person resident in the County in which the Condominium Property is situated and whose address is 11624 South Ave. Ext. North Lima, OH 44452, Mahoning County, Ohio, is hereby appointed as the agent to receive service of process for the Association. The Agent for service or process may be changed from time to time by filing with the Secretary of State of the State of Ohio an appropriate form for the appointment of a Statutory Agent of an Ohio non-profit corporation.

ARTICLE XXVII **MISCELLANEOUS PROVISIONS**

1. SUBJECT TO MASTER DECLARATION.

Each Unit Owner in addition to being a Member of SAYBROOK CARRIAGE HOME CONDOMINIUM UNIT OWNERS ASSOCIATION, INC. and subject to the provisions of this Declaration and any amendments thereto, shall also belong to the Master Association of Old Saybrook Homeowners Association, Inc. as a Class "A" Member of the Master Association, and be subject to the Master Declaration, Master By-Laws, and Rules of the Master Association associated therewith. Membership in both Associations is mandatory of all Unit Owners.

In accordance with the requirements for the Master Declaration, Master Bylaws, Rules and Regulations, each Unit Owner upon acquisition of title to his Unit, shall automatically become a member of the Master Association, which association is charged by the Master Declaration, Master Bylaws, Rules and Regulations with certain responsibilities pertaining to the overall Old Saybrook Property of which the Condominium Property is a part. Moreover, the Master Association will have the right to assess each Unit Owner for a share of the costs and expenses incurred by the Master Association (including Special Master Assessments pursuant to the Master Declaration) in the performance of its functions, and will have a lien right against each Unit to secure the payment of the Master Assessments it imposes. The Master Association shall collect as a Common Expense of the Unit Owners all Master Assessments duly imposed by the Master Association against the Unit Owners. Each Unit shall pay an equal share of the costs and expenses attributable to the Units by the Master Association.

2. ACTION WITHOUT MEETING.

Any action which may be authorized or taken at a meeting of the Unit Owners or of the Board, may be authorized or taken without a meeting with the affirmative vote or approval of, and in writing or writings signed by all of the Unit Owners or all of the members of the Board respectively, which writing or writings shall be filed with or entered upon the records of the Association. Any certificate with respect to the authorization or taking of any action which is required to be filed with the Recorder of Mahoning County shall recite that the authorization of taking such action was in writing or writings approved and signed as specified in this Article.

3. DECLARANT'S RIGHTS PENDING SALE OF UNITS.

Until such time as Declarant is required to call the first meeting of the Unit Owners in accordance with Article II, Section 5(B), of the By-Laws, the Declarant may exercise the powers, rights, duties and functions of the Association and the Board including without limitation the power to determine the amount of and to levy special assessments and assessments for Common Expenses.

4. NOTICE OF MORTGAGEES.

Any Unit Owner who mortgages his ownership interest or interest therein shall notify the Association, in such manner as the Association may direct, of the name and address of his mortgagees and thereafter shall notify the Association of the payment, cancellation or other alteration in the status of such mortgages. The Association shall maintain such information in its working records.

5. BOOKS AND RECORDS.

During reasonable working hours and upon twenty-four (24) hours prior notice, any Unit Owner or holder of a duly recorded mortgage of an ownership interest in the Condominium shall have a right to examine the books and records of the Association.

6. COVENANTS RUNNING WITH THE LAND.

Each Unit Owner by the acceptance of a deed of conveyance from Declarant or subsequent Unit Owners accepts the same subject to all restrictions conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or reserved by this Declaration and all rights, benefits and privileges of every character hereby granted, created, reserved, or declared and all dispositions 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 person in like

manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

7. TERMINATION.

Upon the removal of the Condominium Property from the provisions of Chapter 5311 of the Ohio Revised Code, all easements, covenants, and other rights, benefits, provisions and positions 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 affect.

8. 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.

9. SEVERABILITY.

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

10. NON- LIABILITY OF DECLARANT.

Except as otherwise provided in the Condominium Property Act, neither Declarant nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration or the Bylaws in Declarant's (or its representative's) capacity as owner, manager or seller of the Condominium Property whether or not such claim (1) shall be asserted by any Unit Owner, an Occupant of a Unit, the Association, or by any person or entity claiming through any of them; or (2) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (3) shall arise ex contractu or (except in the case of gross negligence) ex delictu. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Unit Owner, an Occupant of a Unit, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function or disrepair of any utility services (heat, air-conditioning, electricity, gas, telephone, water or sewage).

11. DECLARANT ASSESSMENTS.

Except as otherwise provided in the Act, the Declarant shall not be required to pay any assessments or monies to finance any claim or litigation against the Declarant.

12. SUCCESSORS AND ASSIGNS .

The provisions of this Declaration shall be binding upon and shall inure to the benefit of the Declarant and its successors and assigns.

13. INSUFFICIENCY OF INSURANCE.

In the event the insurance effected by the Association or Managing Agent on behalf of the Unit Owners and Occupants, against liability for personal injury or property damage arising from or relating to the Common Elements and Facilities shall, for any reason, not fully cover any such

liability, the amount of any deficit shall be a Common Expense to the Unit Owners, and any Unit Owner who shall have paid all or any portion of such deficiency in the amount exceeding his proportionate share thereof based on his percentage of interest in the Common Elements and Facilities shall have a right of contribution from the other Unit Owners according to their respective percentage of interests in the Common Elements and Facilities.

14. INTERPRETATION.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a Condominium development.

15. PERPETUITIES AND RESTRAINT OF ALIENATION.

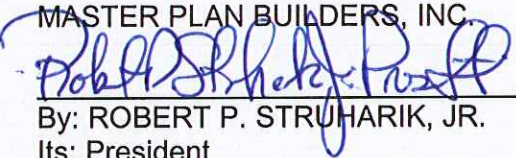
If any of the options, privileges, covenants, or rights created by this Declaration shall be unlawful or void for violation of (a) any rule against perpetuities or any analogous statutory provisions, (b) any rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limitations, then such provision shall continue in affect for only twenty-one (21) years after the death of the last survivor of the now living descendants of George W. Bush, President of the United States.

16. CAPTIONS.

The captions used in this Declaration are intended solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text hereof.

EXECUTED this 21 Day of December, 2005, by the undersigned MASTER PLAN BUILDERS, INC., an Ohio Corporation.

MASTER PLAN BUILDERS, INC.


By: ROBERT P. STRUHARIK, JR.
Its: President

STATE OF OHIO }
 } SS:
MAHONING COUNTY }

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named MASTER PLAN BUILDERS, INC. By: ROBERT P. STRUHARIK, JR. Its: President, who acknowledged that he did execute the above instrument and acknowledged that he did sign it, and that such signing was his free action and deed, and in the capacity indicated by his signatures and designations.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Youngstown, Ohio, this 21 day of December, 2005


NOTARY PUBLIC

This instrument prepared by:
Daniel J. Mumaw, Attorney at Law

EXHIBIT A

TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR
SAYBROOK CARRIAGE HOME CONDOMINIUM

BY-LAWS OF
SAYBROOK CARRIAGE HOME CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.

A Non-Profit Ohio Corporation

EXHIBIT "A"

BY-LAWS OF SAYBROOK CARRIAGE HOME CONDOMINIUM UNIT OWNERS
ASSOCIATION, INC.

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**BY-LAWS OF SAYBROOK CARRIAGE HOME CONDOMINIUM UNIT OWNERS
ASSOCIATION, INC.**

The within By-Laws are executed and incorporated into the Declaration of Condominium Ownership for SAYBROOK CARRIAGE HOME CONDOMINIUM, (hereafter "Declaration"). Pursuant to Chapter 5311, Ohio Revised Code (hereafter "Act"). Certain of the terms used by these By-Laws have been defined in the Declaration and, when used herein, shall have the same meaning as set forth in the Declaration, unless the context clearly indicates a different meaning therefor. The purpose of the within By-Laws is to provide for the establishment of the Unit Owners' Association for the government of the Condominium Property in the manner provided by the Declaration and these By-Laws. This purpose shall be accomplished on a non-profit basis, and no part of the earnings of the Association shall inure to the benefit of any private person, firm, corporation, association or organization. All present or future owners or tenants or their employees, or any other person who might use the facilities of the Condominium Property in any manner shall be subject to the covenants, provisions or regulations contained in the Declaration and these By-Laws and shall be subject to any restriction, condition or regulation herein after adopted by the Association. The mere acquisition or rental of any of the Units located within the Condominium Property described in the Declaration, or the mere act of occupancy of any of the Units will constitute acceptance and ratification of the Declaration and of these By-Laws.

ARTICLE I
THE ASSOCIATION

Section 1. Name And Nature Of Association.

The Association shall be an Ohio Corporation not for profit and shall be called SAYBROOK CARRIAGE HOME CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.

Section 2. Membership.

Every person or entity who is a record owner of a Unit which is subject to assessment by the Association, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association. Ownership of such Unit shall be the sole qualification for membership. Such membership shall terminate upon the sale or other disposition by such Unit Owner of his Ownership Interest, at which time the new Unit Owner shall automatically become a member of the Association. Membership in the Association shall be limited to Unit Owners. In addition to any other rights the Declarant may have pursuant to the Declaration, the Declarant shall be a member of the Association with respect to all Units owned by Declarant and shall have the right, without limitation, to exercise the voting power appurtenant to such Units and the power to vote the same.

Section 3. Voting Rights.

On any question on which the vote of Unit Owners is permitted or required, the Owner or Owners of each Unit shall be entitled to exercise one (1) vote for each such Unit. In the case of a Unit owned or held in the name of a corporation or partnership, a certificate signed by said Unit Owner shall be filed with the secretary of the Association naming the person authorized to

cast the vote for such Unit, which certificate shall be conclusive until a subsequent substitute certificate is filed with the secretary of the Association. If such certificate is not on file the vote of such corporation or partnership shall not be considered nor shall the presence of such Unit Owner at a meeting be considered in determining whether the quorum requirement for such meeting has been met. Fiduciaries and minors who are owners of record of a Unit may vote their respective interest as a Unit Owner. If two or more persons, whether fiduciaries, tenants in common or otherwise own undivided interest in a Unit, each may exercise that portion of the voting power of all of the Unit Owners of said Unit that is equivalent to the respective proportion interest in said Unit. When any fiduciary or other legal representative of a Unit Owner has furnished to the Association proof, satisfactory to it, of his authority, he may vote as though he were the Unit Owner. The Declarant or its nominee shall be the voting member with respect to any Unit owned by the Declarant. The vote of the Association with respect to any Units owned by the Association shall be determined by the Board.

Except that as otherwise provided in the Act, the Declaration or these By-Laws, all actions taken by the Unit Owners shall require the affirmative vote of the majority of the voting power of the Association present at a meeting at which a quorum is present.

Section 4. Proxies.

At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Ownership Interest. The person appointed as proxy need not be a member of the Association. Notice to the Association in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized. The presence at a meeting of the person appointing a proxy does not revoke the appointment.

Section 5. Establishment of Unit Owners Association.

The Unit Owners' Association shall be established not later than the date the deed or other evidence of ownership is filed for record following the first sale of a condominium ownership interest in the development. Until the Unit Owners' Association is established, the Declarant shall act in all instances where action of the Unit Owners' Association or its officers authorized or required by law or in the Declaration.

Section 6. First Meeting.

The annual meeting of members of the Association for the election of the of members of the Board of Trustees, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at the office of the Association or at such other place designated by the Board and specified in the notice of a such meeting, at 8:00 P.M., or at such other time as may be designated by the Board and specified in the notice of the meeting. The location of such meeting shall be on the Condominium premises if there is a building available to accommodate such meeting or at a place within a five (5) mile radius of the Condominium Property. The annual Meeting of members shall be held in April each year. The Declarant shall call and designate the location of the first meeting sixty (60) days after the time that Condominium Owner Interests, equaling twenty-five percent (25%) of the total potential maximum undivided interest after expansion in the Common Elements and Facilities have been sold and conveyed by Declarant; provided however, that the percentage of interest shall be computed by

comparing the number of Units sold and conveyed to the maximum number of Units that may be created in accordance with Article XV of the Declaration.

Section 7. Special Meetings.

Special meetings of the members shall be called upon the written request of the President of the Association, the Board by action at a meeting, or of members entitled to exercise at least twenty-five percent (25%) of the voting power. Calls for such meetings shall specify the time, place and purpose thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 8. Notice of Meetings.

Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these By-Laws to give such notice. The notice shall be given by personal delivery or by mail to each member of the Association who is an owner of a Condominium Unit of record as of the day next preceding the day on which notice is given. If mailed, the notice shall be addressed to the members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purposes of any meeting of members of the Association may be waived in writing, either before or after the holding of such meeting, by any members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting.

Section 9. Quorum.

Except as may be otherwise provided by law or by the Declaration, at any meeting of the members of the Association, the members of the Association entitled to exercise one-third (1/3) of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, by the Declaration, or by these By-Laws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided further, that the members of the Association entitled to exercise a majority of the voting power represented at a meeting of members, whether or not a quorum is present, may adjourn such meeting from time to time; if any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 10. Order of Business.

The order of business at all meetings of the Association shall be as follows:

- (1) Calling of meeting to order;
- (2) Proof of notice of meeting or waiver of notice;
- (3) Reading of minutes of preceding meeting;
- (4) Reports of officers;
- (5) Reports of committees;
- (6) Election of inspectors of election;
- (7) Nomination and election of members of Board;
- (8) Unfinished and/or old business;
- (9) New business;

(10) Adjournment.

The order of business at each special meeting shall be that business specified in the notice therefore.

Section 11. Actions Without A Meeting.

All actions which may be taken at a meeting of the Association, except an action for the removal of a Board Member, may be taken without a meeting with the approval of, and in a writing or writings signed by the members of the Association having the percentage of voting power required to take such action if the same were taken for a meeting. Such writing or writings shall be filed with the Secretary of the Association.

ARTICLE II
BOARD OF TRUSTEES

Section 1. Number And Qualification.

Except as otherwise provided herein, all members of the Board of Trustees shall be Unit Owners; spouses of Unit Owners; mortgagees of Units; partners, agents or employees of partnerships owning a Unit; officers, directors, agents or employees of corporations or Associations owning a Unit; or fiduciaries, officers, agents or employees of a fiduciary owning a Unit. Board members elected or designated by the Declarant need not fulfill the qualifications imposed by this section of this article or any other qualifications imposed on Board members elected by Unit Owners other than the Declarant, except as otherwise provided in these By-Laws or by law, and Board members elected or designated by the Declarant may be removed only by the Declarant or as otherwise provided herein. If a Board member shall cease to meet such qualifications during his term, he shall thereupon cease to be a member of the Board and his place on the Board shall be deemed vacant. No single Unit may be represented on the Board by more than one (1) person at a time.

Subject to such limitations as are or may be imposed by Chapter 1702 and 5311 of the Ohio Revised Code, the Declaration or these By-Laws, as any of the same may be lawfully amended from time to time, all power and authority of the Association shall be exercised by the Board of Trustees consisting of three (3) Trustees or five (5) Trustees.

Section 2. Nomination.

Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. At the first meeting of the Association for owners other than the Declarant, all nominations shall be made from the floor. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the new annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 3. Election of Board Members by Declarant and Unit Owners Prior to the First Annual Meeting.

Until such time as Condominium Ownership Interests to which less than twenty-five percent (25%) of the undivided interests in the Common Elements appertain have been sold and conveyed by the Declarant, the Declarant shall have the right to elect or designate all three (3) Board Members. Not later than the time that Condominium Ownership Interests to which twenty-five percent (25%) of the undivided interests in the Common Elements appertain have been sold and conveyed by the Declarant, the Association shall meet and the Unit Owners, other than the Declarant, shall elect one (1) Board Member who shall replace one (1) of the Board Members previously elected or designated by the Declarant. The Declarant shall have the sole right to designate the Board Member who will be replaced.

Section 4. First Annual Meeting.

Within sixty (60) days after the earlier of either: (a) five (5) years following the date of the establishment of the Association (or such earlier period of time as Declarant, at its option, may designate); or (b) the date of the sale and conveyance of Condominium Ownership Interests to which appertain seventy-five percent (75%) or more of the Undivided Interests in the Common Elements to purchasers in good faith for value, the Association shall meet (herein referred to as the "**First Annual Meeting**"), the Board may be expanded from three (3) members to five (5) members, and all Unit Owners (including Declarant, if Declarant shall own any Condominium Units) shall elect all members of the Board of the Association. At and after the First Annual Meeting, Unit Owners exercising a majority of the voting power of the Association may expand the Board from three (3) to five (5) members or may reduce the Board from five (5) members to three (3) members. Immediately prior to such election all persons previously elected or designated, whether by the Declarant or by the other Unit Owners, shall resign; provided, however, that such persons shall be eligible for re-election to the Board. The persons so elected at the First Annual Meeting shall take office upon such election and shall serve such terms for which they are elected in accordance with Section 5. of this Article II.

Section 5. Election of Board Members from and after the First Annual Meeting.

Except for the procedures set forth in Section 3. of this Article II for the election of Board Members prior to the First Annual Meeting, Board Members shall be elected at the annual meeting of members of the Association, but when the annual meeting is not held or Board Members are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by written secret ballot whenever requested by any member of the Association; but, unless such request is made, the election may be conducted in any manner approved at such meeting.

Any Board Member elected or designated prior to the First Annual Meeting shall hold office for a term not to exceed one (1) year after his or her election or designation. Commencing with the First Annual Meeting, Board Members shall be elected for such terms so that the terms of office of not less than one-third of the Board Members shall expire each year. Accordingly, at the First Annual Meeting of the Association, one (1) or two (2) Board Members (depending on whether the Board consists of three or five members) shall be elected for a term of three (3) years, one (1) or two (2) Board Members shall be elected for a term of two (2) years and one (1) Board Member shall be elected for a term of one (1) year.

All Board Members shall be elected in accordance with the provisions of this Article II. At meetings of the Association subsequent to the First Annual Meeting which are called for the purpose of electing Board Members, each Board Member shall be elected for terms of three (3) years or to complete unfinished terms.

Except as otherwise provided herein, each Board Member shall hold office until the expiration of his or her term and until his or her successor is elected, or until his or her earlier resignation, removal from office or death. Any Board Member may resign at any time by oral statement to that effect made at a meeting of the Board or by a writing to that effect delivered to the Secretary of the Association; such resignation shall take effect immediately or at such other time as the Board Member may specify.

Each member of the Association may cast as many of his or her votes as there are Board Members to be elected. By way of example, if two (2) Board Members are to be elected, a member of the Association shall have the right to cast a maximum of two (2) votes, but not more than one (1) vote may be cast for any candidate. The candidates receiving the greatest number of votes shall be elected and those receiving the highest percentages of the total vote cast shall serve for the longest terms. Tie votes shall be decided by drawing of lots or by a flip of a coin. There shall be no cumulative voting.

Section 6. Removal.

Except as otherwise provided herein and in the Act, the Board may remove any board member and thereby create a vacancy in the Board if by order of the Court such board member has been found to be of unsound mind, or if he is physically incapacitated, adjudicated a bankrupt, or fails to attend three (3) consecutive meetings of the Board. At any regular or special meeting of members of the Association duly called at which a quorum shall be present, any one or more of the board members may be removed with or without cause, by the vote of members entitled to exercise a majority of the voting power of the Association, and a successor or successors to such board member so removed may be elected at the same meeting for the unexpired term for each such removed board member. Any board member whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

Section 7. Vacancies.

Except as otherwise provided and subject to the provisions of the Act, vacancies in the Board may be filled by a majority vote of the remaining Board Members until an election to fill such vacancies is held. Members of the Association shall have the right to fill any vacancy in the Board (whether or not the same has been temporarily filled by the remaining Board Members) at any meeting of the members of the Association called for that purpose, and any Board Members elected at any such meeting of members of the Association shall serve until the next annual election of Board Members and until their respective successors are elected and qualified.

Section 8. Organization Meeting.

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

Section 9. Regular Meetings.

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

Section 10. Special Meetings.

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

Section 11. Quorum.

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

Section 12. Powers And Duties Of The Board Of Trustees.

Except as otherwise provided by law, the Declaration or these By-Laws, all power and authority of the Association shall be exercised by the Board. In carrying out the purposes of the Condominium Property and subject to the limitations prescribed by law, the Declaration or these By-Laws, the Board, for and on behalf of the Association, may do the following:

- (a) Maintenance, repair, replacement and surveillance of the Condominium Property and the Common Elements and certain of the Limited Common Areas.
- (b) Levy of Assessments against the Unit Owners and the collection of same.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the Condominium Property, the Common Elements and the Limited Common Areas.
- (d) In carrying out the purposes of the Association and subject to the limitations prescribed by law, the Declaration or these By-Laws, the Board, for and on behalf of the Association, may:
 - i. Purchase or otherwise acquire, lease as lessee, hold, use, lease as lessor, sell, exchange, transfer, and dispose of property of any description or any interest therein.
 - ii. Make contracts.
 - iii. Effect insurance.
 - iv. Borrow money, and issue, sell, and pledge notes, bonds and other evidence of indebtedness of the Association, including the assignment of the Association's rights to future income and to levy Assessments (both Common and Special) upon the Unit Owners.
- (e) Subject to Section 5311.25(D) of the Act, employ a managing agent to perform such duties and services as the Board may authorize.

- (f) Employ lawyers and accountants to perform such legal and accounting services as the Board may authorize.
- (g) Adopt and amend budgets for revenues, expenditures, reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of Special Assessments. From and after the date of the First Annual Meeting, the amount set aside annually for reserves shall not be less than ten percent (10%) of the budget for that year unless the reserve requirement is waived annually by Unit Owners exercising not less than a majority of the voting power of the Association.
- (h) Collect Assessments for Common Expenses from Unit Owners.
- (i) Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management of the Condominium Property and the Association.
- (j) Commence, defend, intervene in, settle or compromise any civil, criminal or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, that involves two or more Unit Owners and relates to matters affecting the Condominium Property.
- (k) Enter into contracts and incur liabilities relating to the operation of the Condominium Property.
- (l) Regulate the use, maintenance, repair, replacement, modification and appearance of the Condominium Property.
- (m) Adopt and amend Rules and regulate the use and occupancy of Units in the maintenance, repair, replacement, modification and appearance of Units, Common Elements and Limited Common Elements when the actions required by those Rules affect Common Elements or other Units, and establish enforcement assessments for the infraction thereof.
- (n) Acquire, encumber, convey and otherwise transfer personal property.
- (o) Hold in the name of the Association the real property and personal property acquired pursuant to this section.
- (p) Grant easements, leases, licenses and concessions through or over the Common Elements.
- (q) Impose and collect fees or other charges for the use, rental and operation of the Common Elements or for services provided to Unit Owners.
- (r) Impose interest and late charges for the late payment of Assessments, impose returned check charges, and pursuant to Article XVI of the Declaration impose reasonable assessments for violations to the Declaration and these By-Laws and the Rules of the Association, and reasonable charges for damages to the Common Elements or other property.
- (s) Adopt and amend Rules that regulate the collection of delinquent Assessments and the application of payments of delinquent Assessments.
- (t) Impose reasonable charges for preparing, recording or copying Amendments to the Declaration, resale certificates, or statements of unpaid Assessments.
- (u) Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health and safety of the Occupants of that Unit or another Unit.
- (v) Assign the Association's rights to Common Assessments or other future income, to a lender as security for a loan to the Association for repairs and replacements of the Common Elements.

- (w) Suspend the voting privileges of a Unit Owner who is delinquent in the payment of Assessments for more than thirty (30) days.
- (x) Purchase insurance and fidelity bonds for the Trustees considered appropriate or necessary.
- (y) Invest excess funds in investments that meet the standards for fiduciary investments under Ohio law.
- (z) The Association may purchase, hold title to, and sell real property that is not declared to be part of the Condominium Property. Any transaction pursuant to this section that takes place prior to the date that the Unit Owners other than the Declarant assume control of the Association requires the approval of the Declarant, and the approval of Unit Owners other than the Declarant who exercise not less than seventy-five percent (75%) of the voting power of the Association, and the authorization of the Board. Any transaction pursuant to this section that takes place after the Unit Owners assume control of the Association requires the approval of Unit Owners who exercise not less than seventy-five percent (75%) of the voting power of the Association and the authorization of the Board. Expenses incurred in connection with any transaction pursuant to this section are Common Expenses.
- (aa) To do all things permitted by law and exercise all power and authority within the purposes stated in these By-Laws or the Declaration or incidental thereto.

Section 13. Compensation.

The Board of Trustees shall not receive any salary or compensation for their services, as such, provided nothing herein contained shall be construed to preclude any Trustee from having dealings with the Association in any other capacity and receiving compensation therefor. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 14. Fidelity Bonds.

The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate Fidelity Bonds. The premiums on such bonds shall be paid by the Association and shall be a Common Expense.

ARTICLE III **OFFICERS AND THEIR DUTIES**

Section 1. Election and Designation of Officers.

The Board of Trustees shall elect a President, a Vice President, a Secretary and a Treasurer, each of whom shall be a member of the Board of Trustees. The Board of Trustees may also appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary who are not members of the Board of Trustees but who are members of the Association.

Section 2. Term of Office; Vacancies.

The officers of the Association shall hold office until the next organizational meeting of the Board of Trustees and until their successors are elected, except in case of resignation, removal from office or death. The Board of Trustees may remove any officer at any time with or

without cause by a majority vote of the Trustees then in office. Any vacancy in any office may be filled by the Board of Trustees.

Section 3. President.

The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Board of Trustees. Subject to directions of the Board of Trustees, the President shall have general executive supervision over the business and affairs of the Association. He or she may execute all authorized deeds, easements, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board of Trustees or otherwise provided for in the Declaration or in these By-Laws. The President shall have the power to appoint committees from among the Officers and other Unit Owners as he or she may deem necessary to assist with affairs of the Association. The President shall serve as the Association's "Authorized Representative" to the "Joint Committee" (as such terms are defined in the REA) and shall in affairs of the Joint Committee exercise the will of the Association as determined by a majority vote of the Board, however the Board may elect to grant to the President the ability to exercise the President's discretion with respect to such Joint Committee matters in such areas as the Board may specifically designate.

Section 4. Vice President.

The Vice President shall perform the duties of the President whenever the President is unable to act and shall have such other authority and perform such other duties as may be determined by the Board of Trustees.

Section 5. Secretary.

The Secretary shall keep the minutes of meetings of the members of the Association and of the Board of Trustees, shall give notices of meetings of the members of the Association and of the Board of Trustees as required by law, or by these By-Laws or otherwise, and shall have such authority and shall perform such other duties as may be determined by the Board of Trustees.

Section 6. Treasurer.

The Treasurer shall receive and have in charge all money, bills, notes and similar property belonging to the Association, and shall do with the same as may be directed by the Board of Trustees. He or she shall keep accurate financial accounts and hold the same open for the inspection and examination of the Trustees and shall have such authority and shall perform such other duties as may be determined by the Board of Trustees.

Section 7. Other Officers.

The Assistant Secretaries and Assistant Treasurers, if any, and any other officers whom the Board of Trustees may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board of Trustees.

Section 8. Delegation of Authority and Duties.

The Board of Trustees is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

Section 9. No Compensation to Officers.

None of the officers of the Association shall receive compensation for his services as such.

ARTICLE IV
COMMITTEES

Section 1. Architectural Review Committee.

The Board of Trustees may appoint an Architectural Review Committee and a Nominating Committee, as provided by these By-Laws. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purposes, such as a Maintenance Committee to advise the Trustees on matters pertaining to the maintenance, repair or improvement of the Properties.

Section 2. Complaints.

It shall be the duty of the Board of Trustees to act as a Committee of the whole to receive complaints from members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such Trustee, Officer or Committee of the Association.

ARTICLE V
GENERAL POWERS OF THE ASSOCIATION

Section 1. Common Expenses.

The Association, for the benefit of all the Unit Owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provide for all Common Expenses arising with respect to, or in connection with, the Condominium Property, including, without limitation, the following:

A. Utility Service for Common Elements and Facilities. The cost of water, waste removal, electricity, telephone, heat, power or any other utility service for the Common Elements and Facilities excluding the Limited Common Elements and Facilities. Upon determination by the Board that any Unit Owner is using excessive amounts of any utility services which are Common Expenses, the Association shall have the right to levy special assessments against such Unit Owner to reimburse the Association for the expense incurred as result of such excessive use;

B. Casualty Insurance. The premium upon policies of casualty insurance insuring the Common Elements and Facilities, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually;

C. Liability Insurance. A policy or policies insuring the Association, the members of the Board and the owners against any liability to the public or to the owners (of Condominium Units and of the Common Elements, and their invitees, or tenants), incident to the ownership and/or use of the Common Elements and Condominium Units, as provided in the Declaration, the limits of which policy shall be reviewed annually;

D. Worker's Compensation. Worker's compensation insurance to the extent necessary to comply with applicable law;

E Wages and Fees for Service. The wages and/or fees for services of any person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a manager or managing agent for the Condominium Property, the services of any person or persons required for the maintenance or operation of the Condominium Property, and legal and/or accounting services necessary or proper in the operation of the Condominium Property or the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association;

F. Care of Common Elements and Facilities. Landscaping, snow removal, painting, cleaning, tuck pointing, maintenance, decorating, repair and replacements of the Common Elements (but not including the interior [un-drywalled] surfaces of the Condominium Units, which the Unit Owner shall paint, clean, decorate, maintain and repair), the operation of recreational facilities, if any, and such furnishings and equipment for the Common Elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Elements;

G. Additional Expenses. The cost of any materials, supplies, furniture, labor, services, maintenance, repairs, replacements, structural alterations and insurance, which the Association is required to secure or pay for pursuant to the terms of the Declaration and these By-Laws or by law or which the Association deems necessary or proper for the maintenance and operation of the Condominium Property as a first class Condominium Project or for the enforcement of the Declaration and these By-Laws;

H. Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrances levied against the entire Condominium Property or any part thereof which may in the opinion of the Association constitute a lien against the Condominium Property or against the Common Elements, rather than merely against the interests therein of particular owners; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specially assessed to said Owners; and provided, however, that the Association shall have the right to levy a special assessment against such Owner to recover the amount expended in discharging such lien or encumbrance;

I. Certain Maintenance of Units. The costs of the maintenance and repair of the Limited Common Elements and Facilities and of any Unit, if such maintenance or repair is necessary, in the discretion of the Association, to prevent damage to or destruction of any part of the Common Elements and Facilities, or any other Unit, and the Unit Owner having the exclusive right to use such Limited Common Elements and Facilities or owning such Unit requiring such maintenance or repair shall have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said Unit Owner; provided, however, that the Association shall levy a special assessment against such Unit Owner to recover the amount expended for such maintenance or repair;

J. Miscellaneous. The Association shall pay such other costs and expenses designated as "Common Expenses" in the Declaration and in these By-Laws.

Section 2. Association's Right To Enter Units.

The Association or its agents may enter, upon any Unit or portion of the Limited Common Elements and Facilities when necessary in connection with any maintenance, repair or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Association. The Association reserves the right to retain a pass key to each Unit and no locks or other devices shall be placed on the doors to the Units to obstruct entry through the use of such pass key, except for inside bolt type locks. In the event of any emergency originating in or threatening any Unit at a time when required alterations or repairs are scheduled, the managing agent or his representative or any other person designated by the Board may enter the Unit immediately, whether the Unit Owner is present or not.

Section 3. Capital Additions And Improvements.

Whenever in the judgment of the Board, the Common Elements and Facilities shall require additions, alterations or improvements (as opposed to maintenance, repair and replacement) costing in excess of \$1,500.00, and the making of such additions, alterations or improvements shall have been approved by Unit Owners entitled to exercise not less than a majority of the voting power, the Board shall proceed with such additions, alteration or improvements and shall assess all Unit Owners for the cost thereof as a Common Expense. Any addition, alterations or improvements costing \$1,500.00 or less may be made by the Board without approval of the Unit Owners, and the cost thereof shall constitute a Common Expense. The limitations of expenditures by the Association contained in this Section shall not apply to repair of the Condominium Property due to casualty loss, emergency repairs immediately necessary for the preservation and safety of the Condominium Property or for the safety of persons or to avoid suspension of any necessary services. The foregoing provisions of this Section 1. (K) also shall not apply to the rehabilitation and renewal of obsolete property which shall be governed by the Declaration.

Section 4. Rules And Regulations.

The Board, by vote of the members entitled to exercise a majority of the voting power of the Board may adopt such reasonable Rules and from time-to-time amend the same as it or they may deem advisable for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the Unit Owners and Occupants of the Condominium Property. Written notice of such Rules shall be given to all Unit Owners and Occupants and the Condominium Property shall at all times be maintained subject to such Rules. In the event such Rules shall conflict with any provisions of the Declaration or of these By-Laws, the provisions of the Declaration and of these By-Laws shall govern.

Notwithstanding the above, in the event such Rules shall conflict with any provisions of the Master Declaration of OLD SAYBROOK HOMEOWNERS ASSOCIATION, INC., or its By-Laws or Rules, then the provisions of the Master Declaration of OLD SAYBROOK HOMEOWNERS ASSOCIATION, INC., or its By-Laws or Rules shall govern. However, the Condominium Instruments and Rules may impose more stringent requirements on Unit Owners than the Master Declaration of OLD SAYBROOK HOMEOWNERS ASSOCIATION, INC., or its By-Laws or Rules, and such more stringent requirements will be enforceable against the Unit Owners.

Section 5. No Active Business to be Conducted for Profit.

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

Section 6. Delegation Of Duties.

Nothing herein contained shall be construed so as to preclude the Association, through its Board and Officers, from delegating in accordance with the Declaration, to persons, firms or corporations, including any manager or managing agent, such duties and responsibilities of the Association as the Board shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

Section 7. Applicable Laws.

The Association shall be subject to and governed by the provisions of any statute adopted at any time and applicable to property submitted to the Condominium form of ownership (including without limitation, Chapter 5311, Ohio Revised Code); provided, however, that all inconsistencies between or among the permissive provisions of any statute and any provision of the Declaration and these By-Laws, shall be resolved in favor of the Declaration and these By-Laws, and any inconsistencies between any statute applicable to associations formed to administer property submitted to the Condominium form of ownership, and the Articles or By-Laws of the Association shall be resolved in favor of the statute. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or By-Laws of the Association, the terms and provisions of the Declaration shall prevail, and the owners and all persons claiming under them covenant to vote in favor of such amendments in the Articles or By-Laws as will remove such conflicts or inconsistencies.

ARTICLE VI
FINANCES OF ASSOCIATION

Section 1. Payment Of Assessments.

Following the establishment of the Association and prior to the preparation of the estimated budget in accordance with Section 2 of this Article VI, monthly assessments shall be paid by Unit Owners, including Declarant in its capacity as owner of any unsold Units, in an amount estimated by the Board of Trustees as being sufficient to cover the initial working capital requirements for the Association (the respective amounts payable by each Unit Owner being based upon such Unit Owner's percentage of interest in the Common Elements and Facilities as set forth in the Declaration) and if such monthly assessments shall be less than required to meet current Common Expenses, all Unit Owners, including the Declarant in its capacity as owner of any unsold Units, shall make up any deficiency on a pro rata basis in accordance with their respective percentages of interest in the Common Elements and Facilities as set forth in the Declaration.

In addition to such regular monthly assessments, each purchaser of a Unit from the Declarant will be required to make, at the time such purchaser acquires title to a Unit: (a) an initial capital contribution to the Association in a initial amount equal to \$100.00; and (b) payment of the Master Assessments to the Master Association (as set forth in Article VII Section 2 of the Master Declaration), which includes the Base Master Assessment and an Initial Capital Contribution. The general purpose of the contribution to the Association is to provide the

Association with a portion of the necessary initial working capital and/or a contingency reserve and/or for such other purposes as the Board may determine. This initial capital contribution is not an escrow or advance towards regular assessments is not refundable and shall not be required of the Declarant, but only from those persons who or which purchase a Unit or Units from the Declarant. The general purpose of the contribution to the Master Association is to provide the Master Association with working capital.

Regular monthly assessments shall be paid to the Association commencing on the first day of the calendar month immediately following the date on which the first Unit is sold and the deed evidencing such sale shall have been filed for record with the Mahoning County, Ohio Recorder and shall continue to be due and payable on the first day of each and every calendar month thereafter. Said assessments shall be deposited when received by the Association in an account established in the name of the Association at a bank or savings and loan association in Mahoning County, Ohio. Unit Owners (including Declarant as to unsold Units) shall continue to pay such monthly assessments as aforesaid until revised assessments are made by the Board in the manner herein provided.

Section 2. Preparation Of Estimated Budget.

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

Section 3. Reserve for Contingencies and Replacements.

The Association shall be obligated to build up and maintain a reasonable working capital reserve fund to finance the cost of repair or replacement of the components of the Common Elements. Such working capital reserve fund shall be deposited in a segregated account when control of the Association is turned over to the Unit Owners pursuant to Article II, of these By-Laws. Included in such reserve fund is the amount (if any) referred to in Section 1 of this Article VI payable by each Purchaser of a Unit at the time such Purchaser acquires title to his or her Condominium Unit. Upon the sale of a Condominium Unit by any Unit Owner, such Unit Owner shall have no right to any portion of the funds in the reserve fund; nor shall any such Unit Owner have any claim against the Association with respect thereto. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be

charged first against such working capital reserve fund. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any owner's assessment, the Association shall prepare an estimate of the additional cash requirements then necessary, or necessary for the balance of the year, which additional amount of cash requirements shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements. The Association shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due not more than ten (10) days after the delivery or mailing of such notice of further assessments. All Owners shall be obligated to pay the adjusted monthly amount. The Declarant shall not use the working capital reserve fund to defray its expenses, reserve contributions or construction costs or to make up any budget deficits. When unsold Units are sold, the Declarant may use funds collected at closings to Purchasers to reimburse itself for funds it paid to the Association for each unsold Unit's share of the working capital reserve fund. **Any checks drawn on the working capital reserve fund account shall require the signature of two (2) Board members.** After the First Annual Meeting of Unit Owners under Article II, of these By-Laws, the amount set aside annually for reserves shall not be less than ten percent (10%) of the budget for that year unless the reserve requirement is waived annually by Unit Owners exercising not less than a majority of the voting power of the Association.

Section 4. Budget For First Year.

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

Section 5. Failure To Prepare Annual Budget.

The failure or delay of the Association to prepare or deliver to the Unit Owner the annual or adjusted estimate shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 6. Status Of Funds Collected By Association.

All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Unit Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the Unit Owners in proportion to each Unit Owner's percentage of ownership in the Common Elements and Facilities.

Section 7. Annual Audit.

The books of the Association shall be reviewed once a year by the Board of Trustees, and such review shall be completed prior to each annual meeting. If requested by three or more members of the Board of Trustees, such review shall be made by a Certified Public Accountant.

In addition, and at any time, if requested by Unit Owners having more than fifty percent (50%) of the voting power of the Association, or upon the request of three or more members of the Board of Trustees, the Board shall cause an additional review to be made.

Section 8. Remedies For Failure To Pay Assessments.

At any time after an installment of an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a Certificate of Lien for all or any part of the unpaid balance of that assessment plus allowable Collection Costs under the Ohio Revised Code, may be filed with the Recorder of Mahoning County, Ohio, pursuant to authorization given by the Board by the Declaration.

If an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board of Trustees may bring suit for and on behalf of themselves and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefor as provided in the Declaration. To the extent permitted by the Declaration, any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Condominium Ownership Interest of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board of Trustees as in the case of foreclosure of liens against real estate, as provided in the Declaration. As provided in the Declaration, the members of the Board of Trustees and their successors in office, acting on behalf of the other Unit Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Any mortgagee shall be entitled to written notice of such failure to pay such assessment. The Board of Trustees shall have the power to suspend the voting rights and the right to use of the recreational facilities of a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any assessment levied by the Association.

Any encumbrance may from time to time request in writing a written statement from the Board of Trustees setting forth the unpaid Common Expenses with respect to the Unit covered by his or its encumbrance and unless the request shall be complied with within twenty (20) days, all unpaid Common Expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrancer. Any encumbrancer holding a lien on a Unit may pay any unpaid Common Expenses payable with respect to such Unit and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of his encumbrance.

Section 9. Security Deposits From Certain Unit Owners.

If in the judgment of the Board, the equity of the persons owning the Ownership interest in any Unit at any time is not sufficient to assure payment (whether by foreclosure of the lien in favor of the Association, or otherwise) of all assessments, charges or other sums which may be levied by the Association, then whether or not such Unit Owner shall be delinquent in the payment of such levies, the Association shall have the right to require such Unit Owner to pay to the Association a security deposit in an amount which the Board deems necessary for such purposes, provided, however, that such security deposit shall in no event exceed an amount which, when added to such Unit Owner's equity interest in his Unit, will equal twenty-five percent (25%) of the purchase price of the unit in question. In the event that any Unit Owner shall fail to pay any assessments, charges or other sums which may be due hereunder or shall otherwise violate any covenants, terms and conditions of the Declaration or of these By-Laws,

the Association shall have the right, but not the obligation, to apply such security deposit in reduction of its alleged damages resulting from such failure of violation, which right shall be in addition to all other remedies provided for in the Declaration or these By-Laws. Upon any sale by such Unit Owner of his Unit, or at any such time as such Unit Owner's equity in his Unit is sufficiently great to dispense with the necessity of such security deposit, any unapplied balance of said security deposit remaining to the credit of said Unit Owner shall be refunded, provided that such Unit Owner shall not be in default under any of his obligations under the Declaration or these By-Laws. The Association shall have the right to maintain all security deposits held by it as aforesaid in a single bank account and shall not be required to credit interest thereon to any Unit Owner; such interest, if any, to be paid to and retained by the Association. Said security deposit shall at all times be subject and subordinate to the lien in favor of the Association as described in the Declaration and all rights thereto shall inure to the benefit of the lienor.

ARTICLE VII **BOOKS AND RECORDS**

Section 1. The Association shall keep all of the following:

- (a) Correct and complete books and records of account that specify the receipts and expenditures relating to the Common Elements and other common receipts and expenses;
- (b) Records showing the allocation, distribution and collection of Common Profits, Losses and Expenses among and from the Unit Owners;
- (c) Minutes of the meetings of the Association and the Board of Trustees; and
- (d) Records of the names and addresses of the Unit Owners and their respective Undivided Interests in the Common Elements.

Section 2. Within thirty (30) days after a Unit Owner obtains a Condominium Ownership Interest, the Unit Owner shall provide the following information in writing to the Association through the Board of Trustees:

- (a) The home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all Occupants of the Unit;
- (b) The name, business address and business telephone number of any person who manages the Unit Owner's Unit as an agent of the Unit Owner.

Section 3. Within thirty (30) days after a change of any information that Section 2 of this Article VI requires, a Unit Owner shall notify the Association, through the Board, in writing, of the change. When the Board requests, a Unit Owner shall verify and update the information.

Section 4. Upon ten (10) days notice to the Board, and upon payment of a reasonable fee, any Unit Owner shall be permitted a statement of his or her account setting forth the amount of any unpaid Assessments or other charges due and owing from said Unit Owner.

Section 5. Except as otherwise prohibited below, any member of the Association may examine the books, records, and minutes of the Association pursuant to reasonable standards

as may be set forth in the Declaration, these By-Laws, or pursuant to Rules promulgated by the Board, which standards may include, but are not limited to, standards governing the type of documents that are subject to examination, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents. The Association is not required to permit the examination and/or copying of any of the following from books, records, or minutes:

- (1) Information that pertains to Condominium Property related personnel matters;
- (2) Communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property related matters;
- (3) Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
- (4) Information that relates to the enforcement of the Declaration, By-Laws, or Rules of the Association against Unit Owners; or
- (5) Information the disclosure of which is prohibited by state or federal law.

ARTICLE VIII

INDEMNIFICATION

Section 1. In General.

The Association shall indemnify any member of the Board, officer, employee, or agent of the Association or any former member of the Board, officer, employee or agent of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement actually and necessarily incurred by him or her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he or she is or may be made a party by reason of being or having been such member of the Board, officer, employee or agent of the Association, provided it is determined in the manner hereinafter set forth (a) that such member of the Board, officer, employee or agent of the Association was not, and is not, adjudicated to have been grossly negligent or guilty of willful misconduct in the performance of his duty to the Association, (b) that such member of the Board acted in good faith in what he reasonably believed to be in the best interest of the Association, (c) that, in any matter the subject of a criminal action, suit or proceeding, such Board member had no reasonable cause to believe that this conduct was unlawful, and (d) in case of settlement, that the amount paid in the settlement was reasonable. Such determination shall be made either by the members of the Board of the Association acting at a meeting at which a quorum consisting of members of the Board who are not parties to or threatened with any such action, suit or proceeding is present, or, in the event of settlement, by a written opinion of independent legal counsel selected by the members of the Board.

Section 2. Advance of Expenses.

Funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding may be advanced by the Association prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay such amounts unless it shall ultimately be determined that he is entitled to indemnification hereunder.

Section 3. Indemnification Not Exclusive; Insurance.

The indemnification provided for in this Article VII shall not be exclusive, but shall be in addition to any other rights to which any person may be entitled under the Articles of

Incorporation, Rules and Regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1701.12(E) of the Ohio Revised Code, or otherwise. The Association may purchase and maintain insurance on behalf of any person who is or was a member of the Board, officer, agent or employee of the Association against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of his status as such whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

Section 4. Indemnification by Unit Owners.

The members of the Board and officers of the Association shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board and officers of the Association against all contractual liability to third parties arising out of contracts made on behalf of the Association except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these By-Laws. It is intended that the members of the Board and officers of the Association shall have no personal liability with respect to contracts entered into on behalf of the Association. Every agreement made by any members of the Board, officer, employee or agent of the Association or by a management company, if any, on behalf of the Association, shall provide that such members of the Board, officer, employee or agent of the Association, or the management company, as the case may be, is acting only as agent for the Association and shall have no personal liability thereunder (except as a Unit Owner), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements.

Section 5. Cost of Indemnification.

Any sum paid or advanced by the Association under this Article VI shall constitute a Common Expense and the Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article VII; provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of any member of the Board, officer, employee or agent of the Association, or out of the aforesaid indemnity in favor of such member of the Board, officer, employee or agent of the Association, shall be limited to such proportion of the total liability hereunder as said Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements.

ARTICLE IX
GENERAL PROVISIONS

Section 1. Copies of Notice to Mortgage Lenders; Rights of First Mortgagees.

- (a) Upon written request to the Board of Trustees by the holder of any duly recorded mortgage or trust deed against any Unit ownership, the Board of Trustees shall give such mortgage holder a copy of any and all notices permitted or required by the Declaration or these By-Laws to be given to the Owner or Owners whose Unit ownership is subject to such mortgage or trust deed.
- (b) A first mortgagee of a Unit shall be entitled to written notice from the Association of any default by its mortgagor Unit Owner which is not cured within sixty (60) days. Any first mortgagee may from time to time request in writing a written

statement from the Board of Trustees setting forth any and all unpaid assessments due and owing from its mortgagor Unit Owner with respect to the Unit subject to the lien of its mortgage and such request shall be complied with within fifteen (15) days from receipt thereof. Any first mortgagee holding a mortgage on a Unit may pay any unpaid Common Expenses assessed with respect to such Unit and upon such payment, such first mortgagee shall have a lien on such Unit for the amounts so paid at the same rank as the lien of its mortgage.

Section 2. Service of Notices on the Board of Trustees.

Notices required to be given to the Board of Trustees or to the Association may be delivered to any member of the Board of Trustees or officer of the Association either personally or by mail addressed to such member or officer at his or her Condominium Unit.

Section 3. Service of Notices on Devisees and Personal Representatives.

Notices required to be given any devisees or personal representatives of a deceased owner may be delivered either personally or by mail to such party at his, her or its address appearing on the records of the court wherein the estate of such deceased owner is being administered.

Section 4. Non-Waiver of Covenants.

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

Section 5. Agreements Binding.

All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these By-Laws shall be deemed to be binding on all Unit Owners, and their respective heirs, executors, administrators, successors and assigns.

Section 6. Notices of Mortgages.

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

Section 7. Severability.

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

Section 8. Perpetuities and Restraints on Alienation.

If any of the options, privileges, covenants or rights created by these By-Laws shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints or alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of George W. Bush,

President of the United States of America, or Richard Cheney, Vice President of the United States of America.

Section 9. Definitions.

The terms used in these By-Laws (except as herein otherwise expressly provided or unless the context otherwise required) for all purposes of these By-Laws and of any amendment hereto shall have the respective meanings specified in Article I of the Declaration.

Section 10. Amendments.

Provisions of these By-Laws may be amended by the Unit Owners at a meeting held for such purpose by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, provided, however, that no amendment shall have any effect upon Declarant, the rights of Declarant under these By-Laws and the rights of bona fide mortgagees of Units until the written consent of Declarant and/or such mortgagees to such amendment has been secured.

Section 11. Captions. The captions used in these By-Laws are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text hereof.