

519

Family Unit No.	Unit Owner	Mortgagee
11-A	Donald L. Cruse and Marianna H. Cruse	The Ohio Citizens Trust Company
12/13T	The Toledo Trust Company, Trustee	none
14/15T	Grantor, Cavalear Development Company	The United Savings & Loan Association
16-A	Patricia W. Secor	none
21-B	Jane C. Mulford	none
22/23T	Grantor, Cavalear Development Company	The United Savings & Loan Association
24/25T	Grantor, Cavalear Development Company	The United Savings & Loan Association
26-B	Audrey J. Powers	The Genoa Banking Company
31-A	H. Deane Brand and L. Fern Brand	none
32-D	The Toledo Trust Company, Trustee	none
33-D	Grantor, Cavalear Development Company	The United Savings & Loan Association
34-D	Grantor, Cavalear Development Company	The United Savings & Loan Association
35-D	Grantor, Cavalear Development Company	The United Savings & Loan Association
36-A	Robert L. Kampfer and Marian G. Kampfer	The Ohio Citizens Trust Company
41-A	Edwin M. Tasker	none
42-C	Grantor, Cavalear Development Company	The United Savings & Loan Association
43-C	Grantor, Cavalear Development Company	The United Savings & Loan Association
44-C	Grantor, Cavalear Development Company	The United Savings & Loan Association
45-C	Alberta A. Dresser	none
46-A	Kate T. Foster	none

519

517 0 518

518
TRANSFERRED 1.40
THIS CONVEYANCE HAS BEEN EXAMINED
AND THE GRANTOR HAS COMPLIED WITH
SECTION 319.202 OF THE REVISED CODE

JUL 28 1975

FEE _____ EXEMPT M
HAROLD R. BATESON
WOOD COUNTY AUDITOR
P60-04666-00R Unit 1
P60-04667-00R Unit 2
P60-04668-00R Unit 3
P60-04669-00R Unit 4

AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP FOR
BELMONT I CONDOMINIUM

WHEREAS, on February 22, 1974, Cavalear Development Company, an Ohio corporation, hereinafter referred to as "Grantor," submitted certain premises in the Township of Perrysburg, County of Wood and State of Ohio, to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Wood County Recorder and Auditor a document entitled "Declaration of Condominium Ownership for Belmont I Condominium" hereinafter called "Declaration"; and

WHEREAS, Grantor on February 22, 1974, also filed with the County Auditor and Recorder of Wood County, as Exhibit B to the Declaration, an instrument entitled "Bylaws of Belmont I Condominium Owners Association," hereinafter referred to as "Bylaws"; and

WHEREAS, Grantor on February 22, 1974, filed with the Wood County Auditor and Recorder as Exhibits A-1 to A-11, drawings of the buildings located on the premises which were certified by James T. Bauer, registered surveyor and licensed professional engineer, hereinafter referred to as "Drawings"; and

WHEREAS, the Declaration and Bylaws were filed for Record with the Recorder of Wood County in Volume 504, Pages 553 through 622, inclusive, of the Wood County Deed Records, and the drawings were filed in Plat Volume 16 at Pages 2 through 12, inclusive, of the Wood County Records; and

WHEREAS, the present owners and mortgagees of each unit for which provision is made in the Declaration are:

Commencing at the intersection of the center line of Ford Road with the center line of Simmons Road; thence North 89° 56' 36" East, along the center line of Ford Road, a distance of 555.20 feet to the place of beginning; thence continuing North 89° 56' 36" East, along the center line of Ford Road, a distance of 382.91 feet to a point; thence South 53° 14' 33" West, a distance of 457.46 feet to a point; thence North 88° 21' 41" West, a distance of 24.22 feet to a point; thence North 01° 38' 19" East, a distance of 272.79 feet more or less, to the center line of Ford Road and the place of beginning; containing 1.277 acres, more or less; subject to legal highways.

WHEREAS, Grantor has determined to submit the additional property as defined in the Declaration and as shown on Exhibits A-12 through A-15 attached hereto and made a part hereof together with the improvements thereon constructed and hereinafter described, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership.

NOW, THEREFORE, Grantor hereby declares as follows:

1. All of the terms used herein which are defined in the Declaration shall be interpreted to have the same meaning as defined in the Declaration.
2. Grantor is the owner of the additional parcel described hereinabove, which, together with the buildings on such parcel and all improvements thereon, all easements, rights, appurtenances belonging thereto and all articles of personal property existing thereon for the common use of the Unit Owners, are hereby submitted to the provisions of Chapter 5311 and the provisions of the Declaration, as amended hereby, and are hereby included in and made a part of the condominium property.
3. The Declaration is hereby amended in accordance with the special powers of attorney and the provisions of Article 12 and Article 13 in the following respects:

51-B	John P. Otterson and Marie A. Otterson	The Ohio Citizens Trust Company
52-C	Grantor, Cavalear Development Company	The United Savings & Loan Association
53-C	Grantor, Cavalear Development Company	The United Savings & Loan Association
54-C	William M. Cramer and Carolyn H. Cramer	The Toledo Trust Company
55-C	Grantor, Cavalear Development Company	The United Savings & Loan Association
56-B	Mary E. Phillipps	none

The above-named unit owners (other than Grantor) are hereinafter referred to as "Original Declaration Unit Owners," and the above-named mortgagees of said Original Declaration Unit Owners are hereinafter referred to as "Original Declaration Unit Mortgagees"; and

WHEREAS, Grantor is, by virtue of duly executed and recorded powers of attorney given by Original Declaration Unit Owners and pursuant to the provisions of Article 13 of the Declaration, the duly appointed and acting attorney-in-fact of each of the Original Declaration Unit Owners and Original Declaration Mortgagees for the purpose of executing, acknowledging and recording for and in the name of each Original Declaration Unit Owner such amendments to the Declaration as are contemplated by Article 12 thereof, and for and in the name of each Original Declaration Mortgagee, a consent to such amendment or amendments; and

WHEREAS, Article 12 of the Declaration reserves to Grantor the right to amend the Declaration and the drawings for the purpose of submitting certain additional premises to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership described as follows:

A parcel of land located in River Tract 73, in PERRYBURG TOWNSHIP, WOOD COUNTY, OHIO bounded and described as follows:

"A. FAMILY UNITS. Each of the thirty (30) family units hereinafore declared and established as a freehold estate shall consist of all the space bounded by the undecorated surfaces of the perimeter walls, floors and ceilings of each such family unit, including the vestibule, if any, immediately adjacent to each such family unit, projected, if necessary, by reason of structural divisions such as interior walls and other partitions, the dimensions, layouts and descriptions of each such family unit being shown on the drawings incorporated herein by reference as Exhibits A-1 through A-11 and attached hereto as Exhibits A-12 through A-15 and incorporated herein, and including, without limitations:"

"1(b) Limited Common Areas and Facilities. Included in the common areas and facilities, but restricted to the use of the owners of the units to which such areas and facilities are appurtenant, are all fixtures located in whole or in part within the boundaries of the individual family units and intended for the service of such family units.

Also included in the common areas and facilities are the numerically designated parking facilities, patios, balconies and storage areas described, located and shown on Exhibits A-1 through A-15. Each parking facility, patio, balcony and storage area as described, located and shown on Exhibits A-1 through A-15, shall be subject to use and enjoyment only by or with the consent of the owner of the family unit which bears the same numerical designation as the parking facility, patio, balcony or storage area in question. In the event a family unit owner purchases an additional parking space, such additional parking space shall be subject to use and enjoyment only by or with the consent of such family unit owner."

"3. Ownership of Common Areas and Facilities. The percentage of ownership of the common areas and facilities attributable to the ownership interest in each family unit, together with the percentage of

The first two paragraphs of Article 1, the preamble of Section A of Article 1 and paragraphs 1(b) and 3 of Section B of Article 1 are hereby deleted in their entirety and the following substituted therefor:

"ARTICLE 1. ESTABLISHMENT OF CONDOMINIUM OWNERSHIP AND DIVISION OF CONDOMINIUM PROPERTY

"Grantor, in order to establish a plan of condominium ownership for the condominium property, hereby submits the condominium property to the provisions of Chapter 5311, Ohio Revised Code, which shall be known as Belmont 1 Condominium. The condominium property, including the six (6) multi-unit buildings situated thereon, each of which contains a basement and is constructed principally of brick, concrete, steel and wood, containing in the aggregate thirty (30) separate apartments or units, is hereby divided into thirty (30) separately designated and legally described freehold estates, hereinafter described and referred to as "family units," and one freehold estate, hereinafter described and referred to as the "common areas and facilities."

The locations, together with the particulars of the multi-unit buildings, and the layout, location, designation, dimensions, area and number of rooms of the family units and the common areas and facilities are shown graphically on the set of drawings marked Exhibits A-1 to A-11 recorded in Volume 16 of Plats, Pages 2 through 12, inclusive, bearing the certified statement of James T. Bauer, registered surveyor (Ohio No. 4355) and licensed professional engineer (Ohio No. 38487), as required by Section 5311.07, Ohio Revised Code and Exhibits A-12 to A-15 bearing the certified statement of Valden F. Farnham, registered surveyor (Ohio No. 4262) and licensed professional engineer (Ohio No. 17312) as required by Section 5311.07, Ohio Revised Code. Said drawings A-1 to A-11 are incorporated herein by reference and A-12 to A-15 are attached hereto and made a part hereof."

interest in the Association for voting purposes and for the division of common profits and expenses, as described in Section B of Article 5 of this declaration shall be as follows:

Family Unit Number	Percentages of Interest
1	5.835
2	5.004
3	5.004
4	5.421
11-A	3.628
12/13-T	3.941
14/15-T	3.941
16-A	3.628
21-B	3.086
22/23-T	3.941
24/25-T	3.941
26-B	3.086
31-A	3.628
32-D	2.127
33-D	2.127
34-D	2.127
35-D	2.127
36-A	3.628
41-A	3.628
42-C	2.544
43-C	2.544
44-C	2.544
45-C	2.544
46-A	3.628
51-B	3.086
52-C	2.544
53-C	2.544
54-C	2.544
55-C	2.544
56-B	3.086

- Except as specifically hereinabove amended, all of the provisions of the Declaration and the Bylaws, and the drawings, shall be and hereby are declared to remain in full force and effect.
- Consent to this Amendment to Declaration of Condominium Ownership on behalf of Original Declaration Unit Owners and on behalf of Original Declaration Mortgagees is hereby granted by Grantor in its

capacity as attorney-in-fact pursuant to the special powers of attorney executed by Original Declaration Unit Owners and pursuant to the provisions of Article 13 of the Declaration.

IN WITNESS WHEREOF, Cavalear Development Company, acting in its capacity as Grantor of the additional premises included herein; as owner of twelve Original Declaration Units and as attorney-in-fact for Original Declaration Unit Owners and for Original Declaration Mortgagees, has caused this instrument to be executed this 11th day of July, 1975.

Signed and acknowledged in the presence of: CAVALEAR DEVELOPMENT COMPANY

By Mary E. Hall Hunter By Robert F. Cavalear
 President
 By William J. Merritt By Gerald H. Wagner
 Vice-President

STATE OF OHIO)
) SS:
 COUNTY OF LUCAS)

Before me, a Notary Public in and for said County and State, personally appeared Robert F. Cavalear, President, and Gerald H. Wagner, Vice-President, respectively, of Cavalear Development Company, who are personally known to me and who, having been first duly sworn, acknowledge that they did execute the foregoing instrument and the same was their free act and deed individually and as such officers, and the free act and deed of said corporation for the purposes hereinabove stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at Toledo, Ohio, this 11th day of July, 1975.

Mary E. Hall
 Notary Public
 MARY E. HALL
 N AND FOR LUCAS
 MY COMMISSION EXPIRES 12/31/77

527

of its Board of Directors; and that said instrument is the voluntary act and deed of the said Charles E. Trauger and Betty Koppus as such officers and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 17th day of July, 1975.

Jackie W. Collins
Notary Public

JACKIE W. COLLINS
Notary Public, Lucas County, Ohio
My Commission Expires 12/31/1978

AFFIDAVIT

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

Gerald H. Wagner, being first duly sworn on oath says:

(a) That he is the Vice President of Cavalear Development Company, an Ohio corporation, the Grantor in the within Amendment to Declaration of Condominium Ownership for Belmont I Condominium (hereinafter called the "Amendment"); and

(b) That a copy of the within Amendment has been mailed by certified mail to all Original Declaration Unit Owners and all mortgagees having bona fide liens of record against any Unit to which reference is made in the within Amendment.

Further affiant saith not.

Gerald H. Wagner
Gerald H. Wagner

SWORN TO BEFORE ME and subscribed in my presence this 22nd day of July, 1975.

Thomas I. Webb
Notary Public



99570

This instrument prepared by:
Thomas I. Webb, Sr., Esq.
Filed *July 28* 1975 *1:52 PM*
Recorded *July 29* 1975 Vol. *483* Page *518*
Paul H. Danner Recorder
Wood County, Ohio *July 29, 1975*

For Drawings see Vol. 16 page 75-78 of Plats.

- 10 -

526

CONSENT OF MORTGAGEE

The undersigned, The United Savings & Loan Association, the holder of certain mortgage deeds to the premises from Cavalear Development Company dated May 10, 1973 and October 3, 1974, and February 28, 1975 in Volume 466, Page 144 and Volume 483, Page 120, and Volume 486, Page 403 Mortgage Records, hereby consents to the execution and delivery of the foregoing Amendment to Declaration of Condominium Ownership with exhibits thereto and to the filing thereof in the office of the County Recorder of Wood County, Ohio, and further subjects the above-described mortgages to the provisions of Chapter 5311, Ohio Revised Code, and to the provisions of the foregoing Declaration of Condominium Ownership with attached exhibits.

IN WITNESS WHEREOF, The United Savings & Loan Association, by its duly authorized officers, has executed the aforesaid consent this 17th day of July, 1975.

Signed and acknowledged in the presence of:

THE UNITED SAVINGS & LOAN ASSOCIATION

Jackie W. Collins

By *Charles E. Trauger*
President

B. Koppus

By *Betty Koppus*
Secretary

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

Before me, a Notary Public in and for said County, personally appeared Charles E. Trauger, President, and Betty Koppus, Secretary, of the said The United Savings & Loan Association, who are personally known to me and who acknowledged that they did sign said instrument as such officers of said corporation on behalf of said corporation and by authority

- 9 -

Unit No.

21 James G. Mulford by Allen Owen, proxy

22/23T Allen Owen
Angeron E. Owen

24/25T John Ed Brown
Barbara J. Osborne

26 _____

31 Walter B. Melton
Paul E. Melton

32 Gerald K. Baker by Allen Owen proxy

33,35 Elizabeth W. Berchenstein

34 _____

36 Marianne J. Kampfer

41 Kate J. Foster
Reheta J. Foster

42 Evelyn B. Davis

43 Robert J. Miller by Allen Owen proxy

44 Joan B. Miller

45 Edwin M. Jackson by Allen Owen proxy

Zoe B. Jackson

RECORDER'S OFFICE, WOOD COUNTY, OHIO
Filed Dec 31, 1977 at 1:58pm
Recorded Dec 31, 1977 In Vol. 561
Page 456 record of Deeds

AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP OF BELMONT I CONDOMINIUM

The undersigned owners of family units in Belmont I Condominiums hereby vote to amend the Declaration of Condominium Ownership recorded on 25 Feb, 1978 at Vol 504 page 553 thru 622 and amended on July 11, 1975 as follows:

Article 14, after paragraph 14.F. insert:

14.F.1 No member of the Board of Managers or of any committee of the Association, shall be personally liable to any owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, or any representative or employee of the Association, or the architectural committee or any other committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, and without willful or intentional misconduct. In the event any such action is brought against any such person or entity the Association shall indemnify such person or entity for all reasonable costs, including attorney's fees, incurred in the defense of such action, including any settlement thereof unless such action arises out of the willful misconduct of such person. In the event the Association is required to pay any such costs, the Association shall be entitled to assess all owners for the amount so expended in the manner provided in Section B of Article 5 hereof, but such Assessment need not be first approved by fifty-one percent (51%) of the owners or any other proportion of said owners.

Signed this 13th day of November, 1979.

Unit No.

11 Donald L. Cruise

Marianne D. Cruise

12/13T Maria M. Dodd

14/15T John B. Switz
Donald D. Spitzner

16 Elizabeth D. Owen
W. Boyd Owen

10451

Recorded Dec 31, 1977 at 1:58pm

AMENDMENT to BYLAWS of
BELMONT I OWNERS' ASSOCIATION
BELMONT I CONDOMINIUM

The undersigned owners of family units in Belmont I Condominium hereby vote to amend the Bylaws of Belmont I Condominium Owners' Association recorded on February 25, 1974 in Vol. 504 pages 553 thru 622 shall be amended as follows:

Paragraph 1.5a. "ANNUAL MEETING" shall be changed to read as follows:

1.5.a. Annual Meeting. The Annual Meeting of members of the Association for the election of members of the Board of Managers, 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 as may be designated by the Board of Managers and specified in the notice of such meeting at two o'clock P.M., or at such other time as may be designated by the Board of Managers and specified in the notice of the meeting. The first Annual Meeting of members of the Association shall be held when all of the units are occupied or on November 12, 1974, whichever shall occur later. Thereafter, the annual meeting of members of the Association shall be held on the second Tuesday of June in each succeeding year, if not a legal holiday and, if a legal holiday, then on the next succeeding business day.

Signed this 1st day of June, 1981

Unit No.

11-A Ursula L. Cress Marion M. Cress

12/13T Marie M. Dodd

14/15T John B. Duff Franklin D. Apitzger

16-A W. Ray Owen Elizabeth D. Owen

21-B David P. Mearns

22/23T James Owen

24/25T Andrew Powers Robert Owen

26-B William M. Owen James S. Mearns

31-A James V. C. Baker

32-D J. Paul Brunschell Steve

33/35-D Robert K. Kumpf

34-D E.M. Tanker

36-A E.M. Tanker

41-A William B. Lamm

42-C Sean P. Miller Robert Sprules

43-C Sean P. Miller

44-C Kate T. Foster R. H. Miller

45-C Kate T. Foster

46-A Kate T. Foster

02-27/25

Part 502

Bayer - 46-A

Unit No.

51 John P. Blinn

52 Marie A. Otterson
Robert S. Harvey

53 Ralph A. Lucke by Allen Owen, proxy
Barbara M. Lucke "

54 Robert T. Hor
Hen v. Hor

55 Arthur Sahr by Allen Owen, proxy
Hora Sahr "

56 Donald J. Phillips by Allen Owen, proxy
Mary M. Phillips " "

41 OR Foster Helena M. Foster

42

43 R. Jones
William W. Jones

44 Quito W. Bell Lamm & Bell

AFFIDAVIT of EXECUTION

STATE OF OHIO)
) SS:
COUNTY OF WOOD

Before me, a Notary Public in and for said county, personally appeared Allen Owen, Secretary of Belmont I Condominium Owners' Association who acknowledged that he personally witnessed the signatures of the family unit owners to the foregoing Amendment, that he signed said Amendment as proxy for the several owners of family units where so indicated, and that said Amendment is the voluntary act of said family unit owners for the purpose therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 19th day of November, 1981.

Allen Owen
Secretary

Elizabeth J. Henderson
Notary Public

ELIZABETH J. HENDERSON
Notary Public, Wood County, Ohio
My Commission Expires March 3, 1982

This paper prepared by Allen Owen, 805 National Bank Bldg. Toledo, Ohio 43604

Amended to Belmont I Condo Assn, sec 161 574 of 417 books

553

Office of the County Auditor
Wood County, Ohio

I hereby certify that a copy of the Declaration of Condominium Ownership attached to this Certificate, together with the bylaws and drawings attached to said Declaration of Condominium Ownership, has been filed in the office of the County Auditor, Wood County, Ohio.

Harold R. Bateson
County Auditor

Dated: February 22, 1974

Office of the County Recorder
Wood County, Ohio

I hereby certify that a copy of the Declaration of Condominium Ownership attached to this Certificate, together with the bylaws and drawings attached to said Declaration of Condominium Ownership, have been received for record this 22 day of February, 1974, at 3:25 P.M. and recorded this 26 day of February, 1974, in Volume 564, Page 553, Book of Deeds, and Volume 16, Book of Plats, Pages 2 thru 12

Paul H. Davis
County Recorder

TRANSFERRED ³⁵⁰
THIS CONVEYANCE HAS BEEN EXAMINED
AND THE GRANTOR HAS COMPLIED WITH
SECTION 319.202 OF THE REVISED CODE

FEB 22 1974

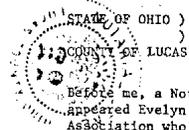
FEE EXEMPT M
HAROLD R. BATESON
WOOD COUNTY AUDITOR

553

-2-

- 51-B *John P. Otterson* *Mavis B. Otterson*
- 52-C
- 53-C *1801117*
- 54-C *John & Ann* *Lee Harrod*
- 55-C *1007 02 701111*
- 56-B *Edward H. Phillips* *Mary E. Phillips*
- 61 *John J. Miller* *Harold M. Baskin*
- 62 *J. Miller* *Miss The Ho. Negro*
- 63 *John J. Miller* *William W. Jones*
- 64 *Quita A. Bell* *Laura M. Bell*

AFFIDAVIT OF EXECUTION



I, a Notary Public in and for said county, personally appeared Evelyn B. Davis, Secretary of Belmont I Condominium Owner's Association who acknowledged that she personally witnessed the signatures of the family unit owners to the foregoing Amendment, and that said Amendment is the voluntary act of said family unit owners for the purpose therein expressed.

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affixed my official seal this 15th day of July, 1981.

Evelyn B. Davis
Evelyn B. Davis, Secretary

Doris Greco
Notary Public
DORIS GRECO
NOTARY PUBLIC-LUCAS COUNTY
MY COMMISSION EXPIRES OCT. 29, 1981

04935

Prepared by Robert Powers, Pres, Belmont I Condo Assn

RECORDER'S OFFICE, WOOD COUNTY, OHIO
Filed July 28 1981 at 2:30 P.M.
Recorded July 28 1981 in
Vol. 564 Page 553 Book of Deeds

Lee Hoover
BUS RECORDER, RECORDER FEE \$.50

Amended to Belmont I Condo Assn, sec 161 574 of 417 books

Sec. I Lounging or Storage in Common Areas and Facilities..... 20

Sec. J Prohibited Activities..... 20

Sec. K Alternation of Common Areas and Facilities..... 20

Sec. L Rental of Family Units..... 20

Art. 5 Assessments..... 21

Sec. A General..... 21

Sec. B Division of Common Profits and Common Expenses..... 21

Sec. C Nonuse of Facilities..... 21

Sec. D Lien of Association..... 21

Sec. E Priority of Association's Lien..... 22

Sec. F Dispute as to Common Expenses..... 22

Sec. G Nonliability of Foreclosure Sale Purchaser for Past Due
Common Expenses..... 22

Sec. H Liability for Assessments Upon Voluntary Conveyance..... 23

Art. 6 Insurance..... 23

Sec. A Fire and Extended Coverage Insurance..... 23

Sec. B Public Liability Insurance..... 24

Sec. C Insurance Premiums..... 25

Art. 7 Damage or Destruction and Restoration of Buildings..... 25

Sec. A Sufficient Insurance..... 25

Sec. B Insaufficient Insurance..... 25

Sec. C Nonrestoration of Damage or Destruction..... 26

Art. 8 Rehabilitation and Subsequent Improvements..... 27

Sec. A Rehabilitation of Existing Buildings, Structures and
Other Improvements..... 27

Art. 9 Removal from Condominium Ownership..... 27

Art. 10 Amendment of Declaration and Bylaws..... 28

Art. 11 Remedies for Breach of Covenants and Regulations..... 29

Sec. A Abatement and Enjoinment..... 29

Sec. B Involuntary Sale..... 29

Art. 12 Additions to Condominium Property..... 30

Art. 13 Amendment of Declaration by Grantor..... 32

Art. 14 Miscellaneous Provisions..... 33

DECLARATION OF CONDOMINIUM OWNERSHIP
OF BELMONT I CONDOMINIUM

Description of Property..... 1

Art. 1 Establishment of Condominium Ownership and Division of
Condominium Property..... 4

Sec. A Family Units..... 5

Sec. B Common Areas and Facilities..... 7

Description of Common Areas and Facilities..... 7

Limited Common Areas and Facilities..... 7

Use of Common Areas and Facilities..... 8

Ownership of Common Areas and Facilities..... 8

Partition..... 9

Use of Common Areas and Facilities..... 9

Regulation by Association..... 9

Management, Maintenance, Repairs, Alterations and
Improvements..... 10

Use of Common Areas and Facilities..... 10

Art. 2 General Provisions as to Family Units and Common Areas and
Facilities..... 11

Sec. A Maintenance of Family Units..... 11

By the Association..... 11

Family Unit Owner..... 11

No Contractual Liability of Association..... 12

Sec. B Repairs to Common Areas and Facilities Necessitated by
Family Unit Owner Acts..... 12

Sec. C Construction Defects..... 12

Sec. D Effect of Insurance or Construction Guarantees..... 13

Sec. E No Severance of Ownership..... 13

Sec. F Sale of Family Unit..... 13

Sec. G Easements..... 14

Encroachments..... 14

Patios and Balconies..... 15

Maintenance Easements..... 15

Easements for Certain Utilities..... 15

Easements Through Walls Within Family Units..... 16

Easements to Run With Land..... 16

Reference to Easements in Deeds..... 16

Art. 3 Unit Owners' Association..... 17

Sec. A Membership..... 17

Sec. B Administration of Condominium Property..... 17

Sec. C Service of Process..... 18

Art. 4 Covenants and Restrictions as to Use and Occupancy..... 18

Sec. A Purpose of Property..... 18

Sec. B Obstruction of Common Areas and Facilities..... 18

Sec. C Hazardous Uses and Waste..... 18

Sec. D Exterior Surface of Buildings..... 19

Sec. E Animals and Pets..... 19

Sec. F Nuisances..... 19

Sec. G Impairment of Structural Integrity of Building..... 19

Sec. H Laundry or Rubbish in Common Areas and Facilities..... 19

557

the center line of Ford Road, a distance of two hundred sixty and thirty-three hundredths (260.33) feet, more or less, to the place of beginning; containing four and seven hundred ninety-eight thousandths (4.798) acres, more or less; subject to legal highways.

P60-02077-000 Riv Tr 73 Spring Pt Bet Ford & Gleneagles Rd 4.80a
Grantor acquired title to said real property by instrument recorded

in Volume 495, Page 317 of the Records of Deeds of Wood County, Ohio; and

WHEREAS, Grantor reserves the right to itself, its successors and assigns, to amend this Declaration of Condominium Ownership unilaterally in accordance with Articles 12 and 13 hereinafter to include as a part of the Condominium property the following described property:

PARCEL B

Commencing at the intersection of the center line of Ford Road with the center line of Simons Road; thence North eighty-nine (89) degrees fifty-six (56) minutes thirty-six (36) seconds East, along the center line of Ford Road, a distance of five hundred fifty-five and twenty hundredths (555.20) feet to the place of beginning; thence continuing North eighty-nine (89) degrees fifty-six (56) minutes thirty-six (36) seconds East, along the center line of Ford Road, a distance of three hundred eighty-two and ninety-one hundredths (382.91) feet to a point; thence South fifty-three (53) degrees fourteen (14) minutes thirty-three (33) seconds West, a distance of four hundred fifty-seven and forty-six hundredths (457.46) feet to a point; thence North eighty-eight (88) degrees twenty-one (21) minutes forty-one (41) seconds West, a distance of twenty-four and twenty-two hundredths (24.22) feet to a point; thence North one (01) degree thirty-eight (38) minutes nineteen (19) seconds East, a distance of two hundred seventy-two and seventy-nine hundredths (272.79) feet more or less, to the center line of Ford Road and the place of beginning; containing one and two hundred seventy-seven thousandths (1.277) acres, more or less.

P60-02083-000 Riv Tr 73 N/W Tr 1 Pt 5 of Ford Rd 1.28a
Subject to legal highways.

which property is not being made subject to this Declaration of Condominium ownership at this time. Such amendment shall become effective upon completion of the contemplated apartment buildings thereon and the execution and recording of the same by the Grantor, its successors or assigns. Such amendment shall include changes in the percentage ownership of common areas

557

556

DECLARATION OF CONDOMINIUM OWNERSHIP
OF BELMONT I CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, CAVALLEAR DEVELOPMENT COMPANY, AN OHIO CORPORATION, hereinafter referred to as "Grantor," is the owner in fee simple of the following described real property, to wit:

PARCEL A

Being a parcel of land located in River Tract seventy-three (73), in Perrysburg Township, Wood County, Ohio, bounded and described as follows:

Commencing at the intersection of the center line of Ford Road with the center line of Gleneagles Road; thence North eighty-nine (89) degrees fifty-six (56) minutes thirty-six (36) seconds East, along the center line of Ford Road, a distance of one hundred fifty-two and eighty hundredths (152.80) feet to the place of beginning; thence North seven (07) degrees four (04) minutes thirty-five (35) seconds East, a distance of five hundred twenty-three and ninety-seven hundredths (523.97) feet to a point; thence North thirty-three (33) degrees twelve (12) minutes twenty-six (26) seconds West a distance of two hundred fifty and sixty-four hundredths (250.64) feet, more or less, to a point on the Southeasterly right-of-way line of Gleneagles Road; thence North sixty-one (61) degrees thirty-three (33) minutes twenty-three (23) seconds East, along the Southeasterly right-of-way line of Gleneagles Road, a distance of one hundred twenty-eight and five hundredths (128.05) feet to a point of curve; thence Northeasterly along a curve to the left, or North, having a radius of five hundred seven and forty-six hundredths (507.46) feet, an arc distance of one hundred eighty and ninety-seven hundredths (180.97) feet, the said arc subtending a central angle of twenty (20) degrees twenty-five (25) minutes fifty-eight (58) seconds, to a point; thence South zero (00) degrees seventeen (17) minutes fifty-five (55) seconds West, a distance of one hundred one and twenty-five hundredths (101.25) feet to a point; thence South twenty-five (25) degrees forty-three (43) minutes seven (07) seconds West, a distance of eighty-two and eighty-three hundredths (82.83) feet to a point; thence South sixty (60) degrees six (06) minutes forty-six (46) seconds East a distance of three hundred fifteen and forty-eight hundredths (315.48) feet to a point; thence South twenty-nine (29) degrees eleven (11) minutes twenty-four (24) seconds West a distance of four hundred thirty and sixty-four hundredths (430.64) feet to a point; thence South fifteen (15) degrees fifteen (15) minutes thirty-five (35) seconds East, a distance of two hundred and ninety-three hundredths (200.93) feet, more or less, to the center line of Ford Road; thence South eighty-nine (89) degrees fifty-six (56) minutes thirty-six (36) seconds West, along

furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of the condominium property, and are established for the purpose of enhancing the value, desirability and attractiveness of the condominium property.

NOW, THEREFORE, Grantor, as the owner in fee simple of the condominium property, hereby makes the following declaration as to the divisions, covenants, restrictions, limitations, conditions and uses to which the condominium property may be put, hereby specifying that said declaration shall constitute covenants to run with the land and shall be binding on Grantor, its successors and assigns, and all subsequent owners of all or any part of the condominium property, together with their respective grantees, heirs, executors, administrators, devisees, successors or assigns:

ARTICLE 1. ESTABLISHMENT OF CONDOMINIUM OWNERSHIP AND DIVISION OF CONDOMINIUM PROPERTY

Grantor, in order to establish a plan of condominium ownership for the condominium property, hereby submits the condominium property to the provisions of Chapter 5311, Ohio Revised Code, which shall be known as Belmont I Condominium. The condominium property, including the five (5) multi-unit buildings situated thereon, each of which contains a basement and is constructed principally of brick, concrete, steel and wood, containing in the aggregate twenty-six (26) separate apartments or units, is hereby divided into twenty-six (26) separately designated and legally described freehold estates, hereinafter described and referred to as "family units," and one freehold estate, hereinafter described and referred to as the "common areas and facilities."

The locations, together with the particulars of the multi-unit buildings, and the layout, location, designation, dimensions, area and

and facilities set forth in Section B of Article 1 hereinafter, provided that such changes shall be proportionate to the value of each family unit thereafter subject to this Declaration of Condominium Ownership as amended. All purchasers and mortgagees of family units in Belmont I Condominium by acceptance of a conveyance of a family unit irrevocably agree that they, their respective heirs, successors and assigns take title thereto subject to such amendment when recorded; and

WHEREAS, it is the desire and intention of Grantor (1) to enable the foregoing real property, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind situated thereon and all privileges belonging or in anywise appertaining thereto (hereinafter called the "condominium property"), to be owned under and pursuant to that certain type of ownership commonly known as "Condominium," and (2) to subject and submit such property to the provisions of Chapter 5311, Ohio Revised Code; and

WHEREAS, Grantor is further desirous of establishing for the mutual benefit of all future owners, mortgagees or occupants of the condominium property or any part thereof, which shall be known as "Belmont I Condominium," certain easements and rights, in, over and upon such condominium property and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof; and

WHEREAS, Grantor desires and intends that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in the condominium property shall at all times enjoy the benefits of, and shall hold their interests therein subject to the rights, easements, privileges and restrictions hereinafter set forth in this declaration and in the bylaws of the Belmont I Condominium Owners' Association (hereinafter called the "Association") attached hereto as Exhibit B (said bylaws are hereinafter called the "bylaws"), all of which are declared to be in

ceiling level and including by way of illustration, but not by way of limitation, the space between the shelves of built-in bookcases, if any, the space within built-in cabinets, if any, and the hearths lying within fireplaces, if any;

- (5) All space between interior walls, floors and ceilings, including the space occupied by structural and component parts of the building and by utility pipes, wires and conduits;

but excepting therefrom all of the following items located within the bounds of the family unit as defined above:

- (1) The structural and component parts of all interior walls, floors and ceilings, except the decorated surfaces thereof;
- (2) All vent covers, grilles, plate covers and other coverings of space affixed to interior and perimeter walls, floors and ceilings, which are hereby defined as parts of said walls, floors and ceilings;
- (3) All fixtures located wholly or partly within the family unit, and all control knobs, switches and thermostats affixed to or projecting from the interior and perimeter walls, floors and ceilings;
- (4) All structural portions of the building, lying within the bounds of the family unit as above defined;

number of rooms of the family units and the common areas and facilities are shown graphically on the set of drawings marked Exhibits A-1 to A-11 bearing the certified statement of James T. Bauer, registered surveyor (Ohio No. 4355) and licensed professional engineer (Ohio No. 38487), as required by Section 5311.07, Ohio Revised Code. Said drawings are attached hereto and made a part hereof.

A. FAMILY UNITS. Each of the twenty-six (26) family units hereinbefore declared and established as a freehold estate shall consist of all the space bounded by the undecorated surfaces of the perimeter walls, floors and ceilings of each such family unit, including the vestibule, if any, immediately adjacent to each such family unit, projected, if necessary, by reason of structural divisions such as interior walls and other partitions, the dimensions, layouts and descriptions of each such family unit being shown on the drawings attached hereto as Exhibits A-1 through A-11 and incorporated herein, and including, without limitations:

- (1) The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and any other finishing material applied to said perimeter walls, floors and ceilings, and also the aforesaid finishing material applied to the interior walls, floors and ceilings;
- (2) All window sashes and doors exclusive of door frames in the interior and perimeter walls and the space occupied thereby;
- (3) The space within all fixtures located within the bounds of a family unit and the space occupied by the fixtures themselves;
- (4) All unenclosed space, if any, from the unfinished perimeter floor level to the unfinished perimeter

563

on Exhibits A-1 through A-11, shall be subject to use and enjoyment only by or with the consent of the owner of the family unit which bears the same numerical designation as the parking facility, patio, balcony or storage area in question. In the event a family unit owner purchases the additional parking space, such additional parking space shall be subject to use and enjoyment only by or with the consent of such family unit owner.

2. Use of Common Areas and Facilities. Each owner of a family unit shall own an undivided interest in the common areas and facilities as a tenant in common with all other such owners, and, except as otherwise limited in this declaration and in the bylaws, shall have the right to use the common areas and facilities for all purposes incident to the use and occupancy of his family unit as a place of residence, and such other incidental uses permitted by this declaration and the bylaws, including the nonexclusive easement, together with other family unit owners to the use and enjoyment of the common areas and facilities and for ingress and egress to and from the respective family units, which rights shall be appurtenant to and shall run with his family unit. The extent of such ownership in the common areas and facilities is hereby deemed and expressed by the percentage amount immediately hereinafter set forth; such percentage amount shall remain constant and shall not be changed except by an amendment to this declaration unanimously approved by all family unit owners.

3. Ownership of Common Areas and Facilities. The percentage of ownership of the common areas and facilities attributable to the ownership interest in each family unit, together with the percentage of interest in the Association for voting purposes and for the division of common profits and expenses, as described in Section B of Article J of

563

560

562

(5) All plumbing, electric, heating and other utility or service lines, pipes, wires, plugs and outlets lying within the bounds of a family unit as above defined.

B. COMMON AREAS AND FACILITIES.

1(a) Description of Common Areas and Facilities. The entire balance of the real property and improvements thereon, including, but not limited to, all buildings, foundations, roofs, main and supporting walls, halls, stairs, slate, patios, exterior parking space, storage space, community and commercial facilities, swimming pools, pumps, trees, lawns, gardens, pavements, balconies, stoops, wires, conduits, utility lines and ducts now or hereafter situated on the condominium property, are hereby declared and established as the common areas and facilities. Specifically, all electric fixtures, utility pipes and lines, faucets, shower heads, plugs, connections, or fixtures as defined by the laws of the State of Ohio and all replacements thereof shall be part of the common areas and facilities. Unless otherwise provided by the Unit Owners' Association, however, the care, maintenance, repair and replacement of all or any portion of such elements or fixtures located within a family unit shall be the responsibility of the owner of such family unit.

1(b) Limited Common Areas and Facilities. Included in the common areas and facilities, but restricted to the use of the owners of the units to which such areas and facilities are appurtenant, are all fixtures located in whole or in part within the boundaries of the individual family units and intended for the service of such family units.

Also included in the common areas and facilities are the numerically designated parking facilities, patios, balconies and storage areas described, located and shown on Exhibits A-1 through A-11. Each parking facility, patio, balcony and storage area, as described, located and shown

565

or not in accordance with such rules and regulations pertaining thereto as from time to time may be adopted by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of the common areas and facilities to members of the Association and their respective families, guests, invitees and servants, as well as to provide for the exclusive use by a family unit owner and his guests, for specific occasions, of the recreational areas or other similar facilities. Such use may be conditioned upon, among other things, the payment by the family unit owner of such assessment as may be established by the Association for the purpose of defraying costs thereof.

(b) Management, Maintenance, Repairs, Alterations and Improvements.

Except as otherwise provided herein, management, repair, alteration and improvement of the common areas and facilities shall be the responsibility of the Association. The Association may delegate all or any portion of its authority to discharge such responsibility to a manager or managing agent. Such delegation may be evidenced by a management contract (which shall not exceed one year in duration) which shall provide for reasonable compensation of the manager or managing agent. Upon the expiration of said one-year period, the Association may renew said management contract for an additional one-year period, or, with the approval of members entitled to exercise seventy-five percent of the voting power of the Association, designate a different manager for the common areas and facilities.

(c) Use of Common Areas and Facilities.

Subject to the rules and regulations from time to time promulgated by the Association, all owners may use the common areas and facilities in such manner as will not restrict, interfere or impede with the use thereof by the other owners.

565

564

P60-04690-00R

to P60-04695-00R

this declaration shall be as follows:

Family Unit Number	Percentages of Interest
11-A	4.498
12/13-T	5.063
14/15-T	5.063
16-A	4.498
21-B	3.931
22/23-T	5.063
24/25-T	5.063
26-26-B	3.931
31-A	4.498
32-D	2.709
33-D	2.709
34-D	2.709
35-D	2.709
36-A	4.498
41-A	4.498
42-C	3.275
43-C	3.275
44-C	3.275
45-C	3.275
46-A	4.498
51-B	3.931
52-C	3.275
53-C	3.275
54-C	3.275
55-C	3.275
56-B	3.931

4. Partition. There shall be no partition of the common areas and facilities through judicial proceedings or otherwise until this declaration is terminated and the condominium property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any family unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such family unit ownership as between such co-owners.

5. Use of Common Areas and Facilities.

(a) Regulation by Association. No person shall use the common areas and facilities or any part thereof in any manner contrary to

56

567

unless the written consent of the Association is obtained.

(e) To report promptly to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association.

(f) Not to make any alterations in the portions of the family unit or the building in which said family unit is located which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the said building without first obtaining the written consent of the Association, nor shall any family unit owner impair any easement without first obtaining the written consents of the Association and of the owner or owners for whose benefit such easement exists.

(g) To provide curtains or drapes with linings for all windows, which curtains or linings shall be a neutral color.

3. No Contractual Liability of Association. Nothing herein contained, however, shall be construed so as to impose a contractual liability upon the Association for maintenance, repair and replacement. However, the Association shall be liable for damages resulting from the negligence of its servants or employees.

B. REPAIRS TO COMMON AREAS AND FACILITIES NECESSITATED BY FAMILY UNIT OWNERS' ACTS. Each owner agrees to maintain, repair and replace at his expense all portions of the common areas and facilities which may be damaged or destroyed by reason of his own or any occupant's act or neglect, or by the act or neglect of any invitee, licensee or guest of such owner or occupant.

C. CONSTRUCTION DEFECTS. The obligation of the Association and of owners to repair, maintain and replace the portions of the property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair

568

561

566

ARTICLE 2. GENERAL PROVISIONS AS TO FAMILY UNITS AND COMMON AREAS AND FACILITIES

A. MAINTENANCE OF FAMILY UNITS

1. By the Association. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions of each family unit which contribute to the support of the multi-unit building in which said family unit is located, excluding, however, interior walls, ceiling and floor surfaces. In addition, the Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the family unit boundaries, exclusive of any portion of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual family owner under any other provisions of this declaration.

2. Family Unit Owner. The responsibility of each family unit owner shall be as follows:

(a) To maintain, repair and replace at his expense all portions of his family unit, and all internal installations of such family unit such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the family unit boundaries.

(b) To maintain and repair all patios, balconies, storage areas, windows, doors, vestibules and entryways and of all associated structures and fixtures therein, which are appurtenances to his family unit. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances.

(c) To perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the building.

(d) Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the family unit,

return receipt requested, and shall set forth the name of the prospective purchaser and the terms and conditions of the contemplated sale.

Any of the family unit owners so notified shall have ten (10) days from the date notice is mailed or personally served within which to evidence his intention in writing to purchase the interest of the owner desiring to sell. The first owner to evidence his intention to purchase the interest of the owner desiring to sell shall then be obligated to so purchase such interest upon the terms and conditions set forth in the notification required to be given by the selling owner. (Such right to purchase such unit shall be subject to the prior right of the Board of Managers to purchase such unit as provided in Article 6 of the Bylaws.)

If none of the owners to whom notification is sent evidence their intention to purchase, then the family unit owner desiring to sell his interest may do so and such sale shall not be affected by the terms of this section.

Notification of any prospective sale shall be deemed made if the same is sent by U.S. Mail to the last known address of each of the family unit owners to whom notification is required to be sent.

This provision shall not apply to the initial sale of the family units by the Grantor, its successors and assigns.

G. EASEMENTS.

1. Encroachments. In the event that, by reason of the construction, settlement or shifting of any building, or by reason of the partial or total destruction and rebuilding of any building, any part of the common areas and facilities presently encroaches, or shall hereafter encroach, upon any part of a family unit, or any part of a family unit presently encroaches, or shall hereafter encroach, upon any part of the common areas and facilities, or, if by reason of the design or construction of any family unit, it shall be necessary or advantageous to an owner to use or occupy,

or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the property.

D. EFFECT OF INSURANCE OR CONSTRUCTION GUARANTEES. Notwithstanding the fact that the Association and/or any family unit owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of construction guarantee or insurance coverage shall not excuse any delay by the Association or any family unit owner in performing his obligation hereunder.

E. NO SEVERANCE OF OWNERSHIP. No owner shall execute any deed, mortgage, lease or other instrument affecting title to his family unit ownership without including therein both his interest in the family unit and his corresponding percentage of ownership in the common areas and facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein. For purposes of conveyance of title to a purchaser or other grantee of a family unit, description by unit number and reference to this declaration and to the attached drawings shall be adequate to convey the fee simple title thereto together with the percentage interest in and to the common areas and facilities.

F. SALE OF FAMILY UNIT. No owner of a family unit may sell his unit and his undivided interest in the common areas and facilities without first notifying all owners of family units in the building in which his unit is located at his desire to so sell his family unit and his undivided interest in the common areas and facilities. Said notification shall be by personal service or by certified or registered mail,

hereafter grant easements for utility purposes for the benefit of the condominium property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the common areas and facilities; and each family unit owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such family unit owner, such instruments as may be necessary to effectuate the foregoing.

5. Easements Through Walls Within Family Units. Easements are hereby declared and granted to install, lay, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of the family units, whether or not such walls lie in whole or in part within the family unit boundaries.

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

7. Reference to Easements in Deeds. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such document.

for formal uses and purposes, any portion of the common areas and facilities, consisting of unoccupied space within the building and adjoining his family unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one family unit presently encroaches, or shall hereafter encroach upon any part of any family unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such family unit and the common areas and facilities, as the case may be, so long as all or any part of the building containing such family unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any family unit, or in favor of the common areas and facilities, if such encroachment occurred due to the willful conduct of said owner.

2. Patios and Balconies. The owner of each family unit which is adjacent to an abutting patio or balcony shall have for himself, his heirs and assigns, an exclusive easement for his use and enjoyment of such patio or balcony; provided, however, that no family unit owner shall decorate, landscape or adorn such patio or balcony in any manner contrary to such rules and regulations as may be established therefor by the Association, unless he shall first obtain the written consent of the Association.

3. Maintenance Easements. The owner of each family unit shall be subject to easements for access arising from necessity of maintenance or operation of the entire building in which his unit is located. The owner of such family unit shall have the permanent right and easement to and through the common areas and facilities and walls to the use of water, sewer, power, television antenna, and other utilities now or hereafter existing within the walls, and further shall have an easement to hang pictures, mirrors and the like upon the walls of his family unit.

4. Easements for Certain Utilities. The Association may

C. SERVICE OF PROCESS. The person to receive service of process for the Association shall be the President of the Association. The President of the Association shall be a resident of the condominium and an owner of one of its family units. Until such time as a President is elected, service may be made upon Swift C. Corwin, 26437 Hull Prairie Road, Perryburg, Ohio 43551.

ARTICLE 4. COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The following covenants, restrictions, conditions and limitations as to use and occupancy which shall run with the land shall be binding upon each family unit owner, his heirs, tenants, licensees and assigns.

A. PURPOSE OF PROPERTY. No part of the condominium property shall be used for other than housing and the common recreational purposes for which the property is designed. Each family unit shall be used as a residence for a single family and for no other purpose.

B. OBSTRUCTION OF COMMON AREAS AND FACILITIES. There shall be no obstruction of the common areas and facilities nor shall anything be stored in the common areas and facilities without the prior consent of the Association except as hereinafter expressly provided. Each family unit owner shall be obligated to maintain and keep in good order and repair his own family unit.

C. HAZARDOUS USES AND WASTE. Nothing shall be done or kept in any family unit or in the common areas and facilities which will increase the rate of insurance of the building in which such unit is located, or the contents thereof. No family unit owner shall permit anything to be done or kept in his family unit or in the common areas and facilities which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the common areas and facilities.

ARTICLE 3. UNIT OWNERS' ASSOCIATION

A. MEMBERSHIP. There is hereby created the Belmont I Condominium Owners' Association (herein called the "Association") which shall act as the manager of the condominium property. Each family unit owner, upon acquisition of title to a family unit and the mandatory payment of \$300.00 to the Association, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his family unit ownership, at which time the new owner of such family unit shall automatically become a member of the Association and any credit balance with the Association shall belong to the new owner. The Board of Managers and officers of the Association elected as provided in the bylaws shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, by the bylaws and by this declaration upon the Association, except as otherwise specifically provided; provided, however, that in the event any such power, duty or right shall be deemed exercisable or dischargeable by, or vested in, an officer or member of the Board of Managers solely in his capacity as an officer or a member of the Board of Managers, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this declaration and the bylaws.

B. ADMINISTRATION OF CONDOMINIUM PROPERTY. The administration of the condominium property shall be in accordance with the provisions of this declaration and the bylaws. Each owner, tenant or occupant of a family unit shall comply with the provisions of this declaration, the bylaws, decisions and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions, shall be grounds for an action to recover sums due for damages, or for injunctive relief.

The common areas and facilities shall be kept free and clear of rubbish, debris and other unsightly materials.

I. LOUNGING OR STORAGE IN COMMON AREAS AND FACILITIES. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the common areas and facilities except in accordance with the rules and regulations therefor adopted by the Association and except that patio areas may be used for their intended purposes.

J. PROHIBITED ACTIVITIES. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or other activity, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the condominium property.

K. ALTERATION OF COMMON AREAS AND FACILITIES. Nothing shall be altered or constructed in or removed from the common areas and facilities except as hereinafter provided and except upon the written consent of the Association.

L. RENTAL OF FAMILY UNITS. The respective family units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (i) rental for any period of less than thirty (30) days, or (ii) any rental if the occupants of the family units are provided customary hotel service such as room service for food and beverage, maid service, furnishing of laundry and linen and bellboy services. Other than the foregoing obligations, the owners of the respective family units shall have the absolute right to lease the same provided that said lease is made subject to the covenants and restrictions in this declaration and further subject to the bylaws of the Association, and shall further have the approval of the Board of Managers of the Association.

D. EXTERIOR SURFACES OF BUILDINGS. Family unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Association, other than those originally provided by the Grantor.

E. ANIMALS AND PETS. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any family unit or in the common areas and facilities, except that dogs, cats, or other household pets may be kept in family units, subject to rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the condominium property subject to these restrictions upon three (3) days' written notice from the Board of Managers of the Association.

F. NUISANCES. No noxious or offensive activity shall be carried on in the family unit or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants.

G. IMPAIRMENT OF STRUCTURAL INTEGRITY OF BUILDING. Nothing shall be done in any family unit or in, on or to the common areas and facilities which will impair the structural integrity of any building or which would structurally change any building.

H. LAUNDRY OR RUBBISH IN COMMON AREAS AND FACILITIES. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the common areas and facilities.

of the record owner or owners thereof and the amount of such unpaid portion of the common expenses. Such 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 discharged by the final judgment or order of a court in an action brought to discharge such lien as provided for in Section F of this Article.

E. PRIORITY OF ASSOCIATION'S LIEN. The lien provided for in Section D of this Article shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages which have previously been filed for record, and may be foreclosed in an action brought by the Association in the same manner as a mortgage on real property. In any such foreclosure action, the owner or owners of the family unit affected shall be required to pay a reasonable rental for such family unit during the pendency of such action, and the Association in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become a purchaser at the foreclosure sale.

F. DISPUTE AS TO COMMON EXPENSES. Any family unit owner who believes that the portion of the common expenses chargeable to his family unit, for which a certificate of lien has been filed by the Association, has been improperly charged against him or his family unit, may bring an action in the Court of Common Pleas for Lucas County, Ohio, for the discharge of such lien.

G. NONLIABILITY OF FORECLOSURE SALE PURCHASER FOR PAST DUE COMMON EXPENSES. Where the mortgagee of a first mortgage of record or other purchaser of a family unit acquires title to the family unit as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or other assessments by the Association chargeable to such family unit which became due prior to

ARTICLE 5. ASSESSMENTS

A. GENERAL. Assessments for the maintenance, repair and insurance of the common areas and facilities and for the insurance of the family units, together with the payment of the common expenses, shall be made in the manner provided herein, and in the manner provided in the bylaws.

B. DIVISION OF COMMON PROFITS AND COMMON EXPENSES. The proportionate shares of the separate owners of the respective family units in the common profits and the common expenses of the operation of the condominium property as well as their proportionate representation for voting purposes in the Association is based upon the proportionate estimated fair value that each of the family units bears as of the date on which this declaration is filed for record to the aggregate fair value of all of the family units. Such proportionate share of profits and expenses and proportionate representation for voting purposes of each family unit owner shall be in accordance with the percentages set forth in Article I, Section B, hereof.

C. NONUSE OF FACILITIES. No owner of a family unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any part of the common areas and facilities or by the abandonment of his family unit.

D. LIEN OF ASSOCIATION. The Association shall have a lien upon the estate or interest in any family unit of the owner thereof and its percentage of interest in the common areas and facilities for the payment of the portion of the common expenses chargeable against such family unit which remain unpaid for ten (10) days after the same have become due and payable from the time a certificate therefor, subscribed by the President of the Association, is filed with the recorder of Wood County, Ohio, pursuant to authorization given by the Board of Managers of the Association. Such certificate shall contain a description of the the family unit, the name or names

579

forth in Section B of Article 1 herein. Such insurance shall also provide for built-in or installed fixtures and equipment in an amount not less than eighty per cent (80%) of the replacement value thereof.

Such insurance, when obtained by the Association, shall be without prejudice to the right of the owner of a family unit to obtain individual contents or chattel property insurance, but no family unit owner may at any time purchase individual policies of insurance on his family unit or his interest in the common areas and facilities as real property unless the Belmont I Condominium Association shall be a named insured in such policy.

Such policy of insurance may contain an endorsement recognizing the interest of any mortgagee or mortgagees of any family unit.

Such policy shall also provide for the release by the issuer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against any family unit owner, member of his family, his tenant, or other occupant of the condominium property for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

B. PUBLIC LIABILITY INSURANCE. The Association shall insure itself, the Board of Managers, all family unit owners and members of their respective families and other persons residing with them in the condominium property, their tenants, and all persons lawfully in possession or control of any part of the condominium property, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from the common areas and facilities, such insurance to afford protection to a limit of not less than Three Hundred Thousand Dollars (\$300,000.00) in respect to bodily injury, disease, illness or death suffered by any one person, and to the

579

578

the acquisition of title to such family unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the family units, including that of such acquirer, its successors or assigns.

H. LIABILITY FOR ASSESSMENTS UPON VOLUNTARY CONVEYANCE. In a voluntary conveyance of a family unit, the grantee of the family unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against (1) the grantor and (2) his family unit for the grantor's share of common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board of Managers of the Association setting forth the amount of all unpaid assessments against the grantor due the Association, and such grantee shall not be liable for nor shall the family unit conveyed be subject to a lien for any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement.

ARTICLE 6. INSURANCE

A. FIRE AND EXTENDED COVERAGE INSURANCE. The Association shall obtain for the benefit of all family unit owners insurance on all buildings, structures or other improvements now or at any time hereafter constituting a part of the condominium property against loss or damage by fire, lightning and such perils as are at this time comprehended within the term "extended coverage," and vandalism and malicious mischief in an amount not less than eighty per cent (80%) of the replacement value thereof. Such insurance shall be written in the name of, and the proceeds thereof shall be payable to, the Association, as trustee for each of the family unit owners in accordance with the percentage ownership in the common areas and facilities set

581

days after such damage or destruction, if they are entitled to do so pursuant to Section C of this Article, elect to withdraw the property from the provisions of this declaration, such repair, restoration or reconstruction of the family units so damaged or destroyed shall be undertaken by the Association at the expense of the owners of the family units so damaged or destroyed in the same proportions which the cost of repair, restoration or reconstruction of each such family unit so damaged or destroyed bears to the total cost of repair, restoration or reconstruction for all such family units, and such repair, restoration or reconstruction of all or any part of the common areas and facilities shall be undertaken by the Association at the expense of all the owners of family units in the same proportions in which they shall own the common areas and facilities. Should any family unit owner refuse or fail after reasonable notice to pay his share of such cost in excess of available insurance proceeds, the amount thereof may be advanced by the Association and the amount so advanced by the Association shall be assessed to such owner and such assessment shall have the same force and effect and, if not paid, may be enforced in the same manner as hereinbefore provided for the nonpayment of assessments.

C. NONRESTORATION OF DAMAGE OR DESTRUCTION. In the event of substantial damage to or destruction of any building containing family units, the family unit owners by the affirmative vote of those entitled to exercise not less than seventy-five per cent (75%) of the voting power may elect not to repair or restore such damage or destruction. Upon such election, all of the condominium property shall be subject to an action for sale as upon partition at the suit of any family unit owner. In the event of any such sale or sale of the condominium property after such election by agreement of all family unit owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and

581

580

580

limit of not less than Five Hundred Thousand Dollars (\$500,000.00) in respect to any one occurrence, and to the limit of not less than Fifty Thousand Dollars (\$50,000.00) in respect to damage to or destruction of property arising out of any one accident.

Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual family units.

C. INSURANCE PREMIUMS. Insurance premiums for the policies referred to in Sections A and B of this Article shall be a common expense.

ARTICLE 7. DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS

A. SUFFICIENT INSURANCE. In the event any building, structure or improvement forming a part of the condominium property, or any portion thereof, shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Association in payment thereof; provided, however, that in the event, within thirty (30) days after such damage or destruction, the family unit owners, if they are entitled to do so pursuant to Section C of this Article, shall elect to sell the condominium property or to withdraw the same from the provisions of this declaration, then such repair, restoration or reconstruction shall not be undertaken.

B. INSUFFICIENT INSURANCE. In the event any building, structure or improvement forming a part of the condominium property, 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 family unit owners shall within ninety (90)

or discharged.

ARTICLE 10. AMENDMENT OF DECLARATION AND BYLAWS

This declaration and the bylaws may be amended upon the filing for record with the recorder of Morgan County, Ohio, of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added or old matter to be deleted, which instrument shall have been duly executed by the family unit owners entitled to exercise at least seventy-five per cent (75%) of the voting power of the Association. Such amendment must be executed with the same formalities as this declaration and must refer to the volume and page in which this declaration and its attached exhibits are recorded and must contain an affidavit by the President of the Association that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any family unit ownership. No amendment shall have any effect, however, upon a bona fide first mortgagee until the written consent to such amendment of such mortgagee has been secured. Such consents shall be retained by the Secretary of the Association and his certification in the instrument of amendment as to the names of the consenting and nonconsenting mortgagees of the various family units shall be sufficient for reliance by the general public. If less than all mortgagees consent to an amendment to the declaration and/or the bylaws, said amendment or modification shall nevertheless be valid among the family unit owners, inter se, provided that the rights of a nonconsenting mortgagee shall not be derogated thereby. No provision in this declaration or bylaws may be changed, modified or rescinded, however, which, after such change, modification or rescission would conflict with the provisions of Chapter 5311, Ohio Revised Code, nor may any amendment be made to the percentage interests set forth in Section B of Article 1 without the prior unanimous approval of all family unit owners and their

shall be distributed to all family unit owners in proportion to their respective percentages of interest in the common areas and facilities. No family unit owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his family unit have been paid, released or discharged.

ARTICLE 8. REHABILITATION AND SUBSEQUENT IMPROVEMENTS

A. REHABILITATION OF EXISTING BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS. The Association may, by the affirmative vote of family unit owners entitled to exercise not less than seventy-five per cent (75%) of the voting power, determine that the condominium property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board of Managers of the Association shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense.

ARTICLE 9. REMOVAL FROM CONDOMINIUM OWNERSHIP

The family unit owners, by unanimous vote may elect to remove the condominium property from the provisions of Chapter 5311, Ohio Revised Code. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the condominium property, shall be paid, released, or discharged, and a certificate setting forth that such election was made shall be filed with the recorder of Lucas County, Ohio, and by him recorded. Such certificate shall be signed by the President of the Board of Managers of the Association, who shall certify therein under oath that all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the common areas and facilities have been paid, released, or discharged, and shall also be signed by the family unit owners, each of whom shall certify therein under oath that all such liens and encumbrances on his family unit or family units have been paid, released

or occupant or, subject to the prior consent in writing of any mortgagee having a security interest in the unit ownership of the defaulting owner, which consent shall not be unreasonably withheld, in the alternative for a decree declaring the termination of the defaulting owner's right to occupy, use or control the family unit owned by him on account of the breach of covenant and ordering that all of the right, title and interest of the owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's fees, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding, and all such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, may be paid to the owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the family unit ownership and to immediate possession of the family unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this declaration.

ARTICLE 12. ADDITIONS TO CONDOMINIUM PROPERTY

Grantor contemplates constructing a certain residential structure and other improvements on Parcel B, said improvements to be substantially similar to the residential structures and other improvements constructed on Parcel A and submitting said Parcel B, together with Parcel B Building, and all easements, rights and appurtenances belonging thereto, and all

respective mortgagees.

ARTICLE 11. REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS

A. ABATEMENT AND ENJOINMENT. The violation of any restriction or condition or regulation adopted by the Board of Managers of the Association or the breach of any covenant or provision contained in this declaration or in the bylaws of the Association, shall give the Board of Managers the right, in addition to the rights hereinafter set forth in this Article, (i) to enter upon the land or family unit or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this declaration and the bylaws, and the Board of Managers, or its agents, shall not be thereby deemed guilty in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

B. INVOLUNTARY SALE. If any family unit owner (either by his own conduct or by the conduct of any other occupant of his family unit) shall violate any of the covenants or restrictions or provisions of this declaration or of the bylaws of the Association, or the regulations adopted by the Board of Managers of the Association, and such violation shall continue for thirty (30) days after notice in writing from the Board of Managers, or shall occur repeatedly during any thirty-day period after written notice or request from the Board of Managers to cure such violation, then the Board of Managers shall have the power to issue to the defaulting owner a ten-day notice in writing to terminate the rights of the said defaulting owner to continue as an owner and to continue to occupy, use or control his unit and thereupon an action in equity may be filed by the Board of Managers against the defaulting owner for a decree of mandatory injunction against the owner

family unit or a mortgage encumbering such family unit, as the case may be, thereby consents to and approves, the provisions of this Article 12, including, without limiting the generality of the foregoing, the amendment of this declaration by Grantor in the manner provided in Article 13 hereof, and all such unit owners and their mortgagees, upon request of Grantor, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Grantor to be necessary or proper to effectuate said provisions.

ARTICLE 13. AMENDMENT OF DECLARATION BY GRANTOR

Each unit owner and his respective mortgagees by acceptance of a deed conveying such family unit or a mortgage encumbering such family unit, as the case may be, hereby irrevocably appoints Grantor his Attorney-in-Fact coupled with an interest, and authorizes, directs and empowers such attorney, at the option of the attorney in the event that Grantor exercises the rights reserved in Article 12 hereof to add to the condominium property as therein provided, to execute, acknowledge and record for and in the name of such unit owner an amendment or amendments of this declaration for such purpose and for and in the name of such respective mortgagees, a consent to such amendment or amendments. This declaration may be so amended upon the filing for record with the recorder of Wood County of an instrument in writing setting forth specifically the item or items to be amended, which instrument shall have been duly executed by the President or Vice President and Secretary or Assistant Secretary of Grantor acting as Attorney-in-Fact for the unit owners and their mortgagees as above provided. Such amendment must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and its attached exhibits are recorded and must contain an affidavit by the President or Vice President of Grantor that a copy of the amendment has been mailed by certified mail to

articles of personal property existing for the common use of the unit owners to the provisions of this declaration and Chapter 5311, so that the same will become in all respects part of the condominium property. Grantor hereby reserves the right at any time within a period of five (5) years, commencing on the date this declaration is filed for record, that Grantor determines to take the action so contemplated to submit Parcel B together with Parcel B Building thereon, containing five (5) units, 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 Chapter 5311, and to amend this declaration, in the manner provided in Article 13 hereof, in such respects as it may deem advisable in order to effectuate such submission or submissions, including, without limiting the generality of the foregoing, the right to amend this declaration so as (1) to include Parcel B and the improvements constructed thereon as part of the condominium property, (2) to include descriptions of Parcel B Building in this declaration and to add drawings thereof to Exhibit A hereto, and (3) to provide that the owners of units in the buildings will have an interest in the common areas and facilities of the condominium property and to amend Section B of Article 1 hereof so as to establish the percentage of interest in the common areas and facilities which the owners of all units within the buildings on the condominium property will have at the time of such amendment or amendments, which percentage shall be, with respect to each unit, in the proportion that the fair market value of each unit at the date said amendment is filed for record bears to the then aggregate value of all the units within the buildings on the condominium property, which determination shall be made by Grantor and shall be conclusive and binding upon all unit owners. Grantor, on its own behalf as the owner of all units in the condominium property and on behalf of all subsequent unit owners, hereby consents and approves, and each unit owner and his mortgagees by acceptance of a deed conveying such

of Robert A. Taft, Jr., United States Senator from Ohio, and Joseph P. Kennedy, father of the late President of the United States.

E. That so long as said Grantor, its successors and assigns, owns one or more of the family units established and described herein, said Grantor, its successors and assigns shall be subject to the provisions of this declaration and of Exhibit B attached hereto; and said Grantor covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the property or other right assigned to the Association by reason of the establishment of the condominium.

F. Neither Grantor 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 or in Grantor's (or its representative's) capacity as developer, contractor, owner, manager or seller of the condominium property whether or not such claim (i) shall be asserted by any family unit owner, occupant, the Association, or by any person or entity claiming through any of them; or (ii) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (iii) shall arise ex contractu or (except in the case of gross negligence) ex delicto. 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 family unit owner, occupant, 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, including, but

all unit owners and to mortgagees having bona fide liens of record against any unit ownership.

ARTICLE 14. MISCELLANEOUS PROVISIONS

A. Each grantee of the grantor, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed 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 owner in like manner as though the provisions of the declaration were recited and stipulated at length in each and every deed of conveyance.

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

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

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

591

said instrument is the voluntary act and deed of said Robert F. Cavalear and Gerald H. Wagner, as such officers, and the voluntary act and deed of said grantor corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 19 day of February, 1974.

Mary E. Gally
Notary Public

MARY E. GALLY, NOTARY PUBLIC
IN AND FOR LUCAS CO., STATE OF OHIO
MY COMMISSION EXPIRES DEC. 12, 1977

591

590

not limited to, heat, air conditioning, electricity, gas, water and sewage.

G. The heading to each Article and to each section hereof are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this declaration nor in any way affect this declaration.

H. The provisions of this declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class condominium development.

I. Wherever any words are used in this declaration in the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases where they would so apply; and where any words are used herein in the singular form, they shall also be construed as though they were also used in the plural form in all cases where they would so apply.

IN WITNESS WHEREOF, CAVALEAR DEVELOPMENT COMPANY has caused the execution of this declaration by its President and the attestation by its Secretary this 19 day of February, 1974.

Signed in the presence of:

CAVALEAR DEVELOPMENT COMPANY

Walter D. Johnston

President

By *Gerald H. Wagner*

President

R.H. Jones

Secretary

Attest *Gerald H. Wagner*

Vice President

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

Before me, a Notary Public in and for said county, personally appeared Robert F. Cavalear, President and Gerald H. Wagner, Vice President of the said Cavalear Development Company, who acknowledged that they did sign said instrument as such officers of said corporation, in behalf of said grantor corporation and by authority of its Board of Directors; and that

EXHIBIT B

BYLAWS OF BELMONT I CONDOMINIUM OWNERS' ASSOCIATION

	Page
Art. 1 The Association.....	1
Sec. 1 Name and Nature of Association.....	1
2 Membership.....	1
3 Voting Rights.....	2
4 Proxies.....	2
5 Meetings of Members.....	2
Annual Meeting.....	2
Special Meetings.....	3
Notices of Meetings.....	3
Quorum: Adjournment.....	4
6 Order of Business.....	4
Art. 2 Board of Managers.....	5
Sec. 1 Number and Qualification.....	5
2 Election of Managers: Vacancies.....	5
3 Term of Office: Resignations.....	5
4 Organization Meeting.....	6
5 Regular Meetings.....	6
6 Special Meetings.....	6
7 Quorum: Adjournment.....	7
8 Removal of Managers.....	7
9 Fidelity Bonds.....	7
Art. 3 Officers.....	8
Sec. 1 Election and Designation of Officers.....	8
2 Term of Office: Vacancies.....	8
3 President.....	8
4 Vice President.....	9
5 Secretary.....	9
6 Treasurer.....	9
7 Other Officers.....	9
8 Delegation of Authority and Duties.....	9
Art. 4 General Powers of the Association.....	10
Sec. 1 Payment from Maintenance Funds.....	10
Utility Service for Common Areas and Facilities.....	10
Casualty Insurance.....	10
Liability Insurance.....	10
Workmen's Compensation.....	10
Wages and Fees for Services.....	10
Care of Common Areas and Facilities.....	11
Additional Expenses.....	11
Discharge of Mechanic's Liens.....	11
Certain Maintenance of Units.....	12
Association's Right to Enter Units.....	12
Capital Additions and Improvements.....	13
Certain Utility Services to Units.....	13
Miscellaneous.....	13
2 Rules and Regulations.....	13
3 No Active Business to be Conducted for Profit.....	14
4 Special Services.....	14
5 Delegation of Duties.....	14
6 Applicable Laws.....	14

CONSENT OF MORTGAGEE

The undersigned, The United Savings & Loan Association, the holder of a certain mortgage deed to the premises from Cavalear Mortgage Company, dated May 10 1973 and recorded in Volume 466, Page 144, in Wood County Mortgage Records, hereby consents to the execution and delivery of the foregoing Declaration of Condominium Ownership with exhibits thereto and to the filing thereof in the office of the County Recorder of Wood County, Ohio, and further subjects the above-described mortgage to the provisions of Chapter 5311, Ohio Revised Code, and to the provisions of the foregoing Declaration of Condominium Ownership with attached exhibits.

IN WITNESS WHEREOF, The United Savings & Loan Association, by its duly authorized officers, has caused the execution of the aforesaid Consent this 20th day of FEBRUARY, 1974.

THE UNITED SAVINGS & LOAN ASSOCIATION

By Benjamin J. Michell
Vice President
By James R. Newmyer
Vice President

STATE OF OHIO)
) SS:
COUNTY OF Lucas)

Before me, a Notary Public in and for said county, personally appeared Benjamin J. Michell, Vice President, and James R. Newmyer, Vice President, of the said The United Savings & Loan Association, who acknowledged that they did sign said instrument as such officers of said corporation in behalf of said grantor corporation and by authority of its Board of Directors and that said instrument is the voluntary act and deed of the said Vice President and Vice President, as such officers, and the voluntary act and deed of said grantor corporation for the uses and purposes therein expressed.



IN TESTIMONY WHEREOF, I have hereunto subscribed my name and official seal this 20th day of FEB, 1974.

Terence E. Donovan
Notary Public

This Instrument prepared by:
Thomas I. Webb, Sr., Esquire
Shumaker, Loop & Kendrick
811 Madison Avenue
Toledo, Ohio 43624

Terence E. Donovan, Attorney-at-Law
Notary Public - State of Ohio
My commission here expires date,
Section 147.03 R.C.

BYLAWS OF BELMONT I CONDOMINIUM OWNERS' ASSOCIATION

The within bylaws are executed and attached to the declaration of Belmont I Condominium pursuant to Chapter 5311, Ohio Revised Code. Their purpose is to provide for the establishment of a unit owners association for the government of the condominium property in the manner provided by the declaration and by these bylaws. 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 bylaws, and shall be subject to any restriction, condition or regulation hereafter adopted by the Board of Managers of the Belmont I Condominium Association. The mere acquisition or rental of any of the family units (hereafter called "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 bylaws.

ARTICLE 1. THE ASSOCIATION

SECTION 1. NAME AND NATURE OF ASSOCIATION. The Association shall be called Belmont I Condominium Owners' Association (hereafter called the "Association"). (All functions of the Association shall be exercised by the Grantor prior to the first annual meeting thereof. See Section 1 of Article 7.)

SECTION 2. MEMBERSHIP. Each unit owner upon acquisition of title to a unit and the mandatory payment of a deposit of Three Hundred Dollars (\$300.00) to the Association, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his unit, at which time the new owner of such unit shall automatically become a member of the Association and

	Page
Art. 5 Determination and Payment of Assessments.....	15
Sec. 1 Obligation of Owners to Pay Assessments.....	15
2 Preparation of Estimated Budget.....	15
3 Reserve for Contingencies and Replacements.....	16
4 Budget for First Year.....	17
5 Failure to Prepare Annual Budget.....	17
6 Books and Records of Association.....	17
7 Status of Funds Collected by Association.....	17
8 Assessments Prior to Organization of Association...	18
9 Annual Audit.....	18
10 Remedies for Failure to Pay Assessments.....	18
11 Security Deposits from Certain Owners.....	19
Art. 6 Sale, Leasing or Other Alienation.....	20
Sec. 1 Sale or Lease.....	20
2 Gift.....	21
3 Devise.....	22
4 Involuntary Sale.....	23
5 Consent of Voting Members.....	24
6 Release, Waiver, and Exception to Option.....	24
7 Proof of Termination of Option.....	25
8 Financing of Purchase Under Option.....	25
9 Title to Acquired Interests.....	26
Art. 7 General Provisions.....	26
Sec. 1 Grantor's Rights Pending Sale of All Units.....	26
2 Copies of Notices to Mortgage Lenders.....	26
3 Service of Notices on the Board of Managers.....	26
4 Service of Notices on Devises and Personal Representatives.....	27
5 Nonwaiver of Covenants.....	27
6 Agreements Binding.....	27
7 Notices of Mortgages.....	27
8 Severability.....	27
9 Perpetuities and Restraints on Alienation.....	27

of the Association shall be held on the second Tuesday of November in each succeeding year, if not a legal holiday and, if a legal holiday, then on the next succeeding business day.

(b) Special Meetings. Special meetings of the members of the Association may be held on any business day when called by the President of the Association or by the Board of Managers of the Association, or by members entitled to exercise at least twenty-five per cent of the voting power of the Association. Upon request in writing delivered either in person or by certified mail to the President or the Secretary of the Association by any persons entitled to call a meeting of members, such officer shall forthwith cause to be given to the members entitled thereto notice of a meeting to be held on a date not less than seven nor more than sixty days after the receipt of such request as such officer may fix. If such notice is not given within thirty days after the delivery or mailing of such request, the persons calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at two o'clock P.M., or at such other time as may be designated, and shall be held at the office of the Association or at such other place as shall be specified in the notice of the meeting.

(c) Notices of Meetings. Not less than seven nor more than sixty 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 by any other person or persons required or permitted by these bylaws 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 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

any credit balance with the Association shall belong to the new owner.

SECTION 3. VOTING RIGHTS. There shall be one voting member for each unit. Such voting member may be the owner or the group composed of all the owners of a unit. The total number of votes of all voting members shall be one hundred, and each owner or group of owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the common areas and facilities applicable to his or their unit ownership as set forth in the declaration.

SECTION 4. PROXIES. Members may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on his or their behalf shall be made in writing to the Board of Managers of the Association and shall be revocable at any time by actual notice to the Board of Managers by the member or members making such designation. Notice to the Board of Managers 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.

SECTION 5. MEETING OF MEMBERS.

(a) Annual Meeting. The annual meeting of members of the Association for the election of members of the Board of Managers, 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 as may be designated by the Board of Managers and specified in the notice of such meeting at two o'clock P.M., or at such other time as may be designated by the Board of Managers and specified in the notice of the meeting. The first annual meeting of members of the Association shall be held when all of the units are occupied or on November 12, 1974, whichever shall occur later. Thereafter, the annual meeting of members

- (9) New business
- (10) Adjournment

ARTICLE 2. BOARD OF MANAGERS

SECTION 1. NUMBER AND QUALIFICATION. The Board of Managers shall consist of three persons, except as otherwise provided, all of whom must be both owners and occupiers of a unit. If at any time, one bank, savings and loan association, insurance company, or other lending institution shall hold mortgages upon more than fifty per cent of the units, such lending institution may designate its representative who shall be an additional member of the Board of Managers. Such representative need not be an owner or occupier of a unit.

SECTION 2. ELECTION OF MANAGERS. VACANCIES. The managers shall be elected at each annual meeting of members of the Association or at a special meeting called for the purpose of electing managers. At a meeting of members of the Association at which managers are to be elected, only persons nominated as candidates shall be eligible for election as managers and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board of Managers, however caused, the remaining managers, though less than a majority of the whole authorized number of managers, may, by the vote of a majority of their number, fill any such vacancy for the unexpired term; provided, however, that a vacancy in the position of a representative of a lending institution as provided in Section 1 of this Article, if any, shall be filled by such lending institution.

SECTION 3. TERM OF OFFICE: RESIGNATIONS. Each manager shall hold office until the next annual meeting of the members of the Association and until his successor is elected, or until his earlier resignation, removal from office or death. Any manager may resign at any time by oral statement to that effect made at a meeting of the Board of Managers or in

at their respective addresses as they appear on the records of the Association. Notice of the time, place and purpose 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 of him of notice of such meeting.

(d) Quorum: Adjournment. 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 a majority 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 bylaws 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 6. ORDER OF BUSINESS. The order of business at all meetings of members of the Association shall, unless agreed upon by those voting members present by person or proxy, 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) Election of managers
- (8) Unfinished and/or old business

601

any manager 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 and such notice may be waived in writing either before or after the holding of such meeting, by any manager, 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 7. QUORUM: ADJOURNMENT. A quorum of the Board of Managers shall consist of a majority of the managers then in office; provided that a majority of the managers 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 are fixed and announced at such meeting. At each meeting of the Board of Managers 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 the declaration or in these bylaws.

SECTION 8. REMOVAL OF MANAGERS. 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 managers, except the manager, if any, acting as a representative of a lending institution as provided in Section 1 of this Article, may be removed with or without cause by the vote of members entitled to exercise at least seventy-five per cent of the voting power of the Association, and a successor or successors to such manager or managers so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any manager whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

SECTION 9. FIDELITY BONDS. The Board of Managers shall require

601

600

writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the manager may specify. Members of the Board of Managers shall serve without compensation. At the first annual meeting of the members of the Association, the term of office of one manager shall be fixed so that such term will expire at the date of the next following annual meeting of members of the Association. The term of office of one of the remaining two managers shall be fixed so that such term will expire one year from and after the date of the next following annual meeting of members of the Association. The term of office of the remaining manager shall be fixed so that such term will expire two years from and after the date of the next following annual meeting of members of the Association. At the expiration of such initial term of office of each respective manager, his successor shall be elected to serve for a term of three years.

SECTION 4. ORGANIZATION MEETING. Immediately after each annual meeting of members of the Association, the newly elected managers and those managers whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

SECTION 5. REGULAR MEETINGS. Regular meetings of the Board of Managers may be held at such time and place as shall be determined by a majority of the managers, but at least two such meetings shall be held during each year.

SECTION 6. SPECIAL MEETINGS. Special meetings of the Board of Managers may be held at any time upon call by the President or any two managers. Written notice of the time and place of each such meeting shall be given to each manager either by personal delivery or by mail, telegram or telephone at least two days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of

603

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 Managers.

SECTION 5. SECRETARY. The Secretary shall keep the minutes of meetings of the members of the Association and of the Board of Managers. He shall keep such books as may be required by the Board of Managers, shall give notices of meetings of members of the Association and of the Board of Managers required by law, or by these bylaws or otherwise, and shall have such authority and shall perform such other duties as may be determined by the Board of Managers.

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 Managers. He shall keep accurate financial accounts and hold the same open for the inspection and examination of the managers and shall have such authority and shall perform such other duties as may be determined by the Board of Managers.

SECTION 7. OTHER OFFICERS. The Assistant Secretaries and Assistant Treasurers, if any, and any other officers whom the Board of Managers may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board of Managers.

SECTION 8. DELEGATION OF AUTHORITY AND DUTIES. The Board of Managers 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.

603

60

602

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 3. OFFICERS

SECTION 1. ELECTION AND DESIGNATION OF OFFICERS. The Board of Managers shall elect a President, a Vice President, a Secretary-Treasurer or a Secretary and a Treasurer, each of whom shall be a member of the Board of Managers. The Board of Managers 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 Managers but who are members of the Association.

SECTION 2. TERM OF OFFICE: VACANCIES. The officers of the Association shall hold office until the next organization meeting of the Board of Managers and until their successors are elected, except in case of resignation, removal from office or death. The Board of Managers may remove any officer at any time with or without cause by a majority vote of the Managers then in office. Any vacancy in any office may be filled by the Board of Managers.

SECTION 3. PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of members of the Association and shall preside at all meetings of the Board of Managers. Subject to directions of the Board of Managers, the President shall have general executive supervision over the business and affairs of the Association. He may execute all authorized deeds, 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 Managers or otherwise provided for in the declaration or in these bylaws.

605

F. Care of Common Areas and Facilities. Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacements of the common areas and facilities (but not including the interior surfaces of the units, which the owner shall paint, clean, decorate, maintain and repair), the operation of swimming pools and other recreational facilities situated on the common areas and facilities, and such furnishings and equipment for the common areas and facilities 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 areas and facilities;

G. Additional Expenses. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of the declaration and these bylaws or by law, which in its opinion shall be 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 of these bylaws;

H. Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance 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 areas and facilities, rather than merely against the interest 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;

605

604

ARTICLE 4. GENERAL POWERS OF THE ASSOCIATION

SECTION 1. PAYMENTS FROM MAINTENANCE FUNDS. The Association, for the benefit of all the owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for, the following:

A. Utility Service for Common Areas and Facilities. Water, waste removal, electricity, telephone, heat, power or any other necessary utility service for the common areas and facilities;

B. Casualty Insurance. A policy or policies of fire insurance, 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 of Managers, and the owners against any liability to the public or to the owners (of units and of the common areas and facilities, and their invitees, or tenants), incident to the ownership and/or use of the common areas and facilities and units, as provided in the declaration, the limits of which policy shall be reviewed annually;

D. Workmen's Compensation. Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

E. Wages and Fees for Services. The 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 for the enforcement of the declaration and these bylaws and for the organization, operation and enforcement of the rights of the Association;

607

of One Thousand Dollars (\$1,000.00), nor shall the Association authorize any structural alterations, capital additions to, or capital improvements of the common areas and facilities requiring an expenditure in excess of One Thousand Dollars (\$1,000.00), without in each case the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association.

L. Certain Utility Services to Units. The Association may pay from the maintenance fund for waterlines, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual unit owners. However, the Association may discontinue such payments at any time, in which case each owner shall be responsible for direct payment of his share of such expenses as shall be determined by the Board of Managers of the Association. The Association reserves the right to levy additional assessments against any owner to reimburse it for excessive use, as shall be determined by the Board of Managers, by such owner of any utility service, the expense of which is charged to the maintenance fund.

M. Miscellaneous. The Association shall pay such other costs and expenses designated as "common expenses" in the declaration and in these bylaws.

SECTION 2. RULES AND REGULATIONS. The Association, by vote of the members entitled to exercise a majority of the voting power of the Association, may adopt such reasonable rules and regulations and from time to time amend the same supplementing the rules and regulations set forth in the declaration and these bylaws as it may deem advisable for the maintenance, conservation and beautification of the condominium property, and for the health, comfort, safety and general welfare of the owners and occupants of the condominium property. Written notice of such rules and regulations shall be given to all owners and occupants and the condominium property shall at all times be maintained subject to such rules and regulations.

607

606

I. Certain Maintenance of Units. Maintenance and repair of any unit if such maintenance or repair is necessary, in the discretion of the Board of Managers, to protect the common areas and facilities, or any other portion of a building, and the owner or owners of said unit 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 owner or owners, provided that the Association shall levy special assessment against such unit owner for the cost of said maintenance or repair.

J. Association's Right to Enter Units. The Association or its agents may enter any unit when necessary in connection with any maintenance or construction for which the Association is responsible. It may likewise enter upon any patio for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Association, at the expense of the maintenance fund. The Association reserves the right to retain a passkey 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 passkey. In the event of any emergency originating in or threatening any unit at a time when required alterations or repairs are scheduled, the management agent or his representative or any other person designated by the Board of Managers may enter the unit immediately, whether the owner is present or not.

K. Capital Additions and Improvements. The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the common areas and facilities, subject to all the provisions of the declaration and these bylaws) having a total cost in excess

609

any statute applicable to associations formed to administer property submitted to the condominium form of ownership, shall be resolved in favor of the latter statute. In the event of any conflict of inconsistency between the provisions of the declaration and the bylaws 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 bylaws as will remove such conflicts or inconsistencies.

ARTICLE 5. DETERMINATION AND PAYMENT OF ASSESSMENTS

SECTION 1. OBLIGATION OF OWNERS TO PAY ASSESSMENTS. It shall be the duty of every unit owner to pay his proportionate share of the expenses of administration, maintenance and repair of the common areas and facilities and of the other expenses provided for herein. Such proportionate share shall be in the same ratio as his percentage of ownership in the common areas and facilities as set forth in the declaration. Payment thereof shall be in such amounts and at such times as may be determined by the Board of Managers of the Association, as hereinafter provided.

SECTION 2. PREPARATION OF ESTIMATED BUDGET. Each year on or before December first, the Board of Managers shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board of Managers to be necessary for a reserve for contingencies and replacements, and shall on or before December fifteenth notify each owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the owners according to each owner's percentage of ownership in the common areas and facilities as set forth in the declaration. On or before January first of

609

608

In the event such supplemental rules and regulations shall conflict with any provisions of the declaration or of these bylaws, the rules and regulations of the declaration and of these bylaws shall govern.

SECTION 3. 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 4. SPECIAL SERVICES. The Association may arrange for the provision of any special services and facilities for the benefit of such owners and/or occupants as may desire to pay for the same, including, without limitation, cleaning, repair and maintenance of units. Fees for such special services and facilities shall be determined by the Board of Managers and may be charged directly to participating owners, or paid from the maintenance fund and levied as a special assessment due from the participants.

SECTION 5. DELEGATION OF DUTIES. Nothing herein contained shall be construed so as to preclude the Association, through its Board of Managers and officers, from delegating to persons, firms or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Association as the Board of Managers of the Association shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

SECTION 6. 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 provisions of the declaration and these bylaws, shall be resolved in favor of the declaration and these bylaws, and any inconsistencies between

611

monthly amount.

SECTION 4. BUDGET FOR FIRST YEAR. When the first Board of Managers elected hereunder takes office, such Board shall determine the "estimated cash requirement," as hereinabove defined, for the period commencing thirty days after said election and ending on December thirty-first of the following calendar year in which said election occurs. Assessments shall be levied against the owners during said period as provided in Section 2 of this Article.

SECTION 5. FAILURE TO PREPARE ANNUAL BUDGET. The failure or delay of the Board of Managers to prepare or serve the annual adjusted estimate on the owner shall not constitute a waiver or release in any manner of such 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 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 not more than ten days after such new annual or adjusted estimate shall have been mailed or delivered.

SECTION 6. BOOKS AND RECORDS OF ASSOCIATION. The Board of Managers shall keep full and correct books of account and the same shall be open for inspection by any owner or any representative of an owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the owner. Upon ten days' notice to the Board of Managers for a reasonable fee, any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

SECTION 7. 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 owners, and for such adjustments

611

610

the ensuing year, and the first of each and every month of said year, each owner shall be obligated to pay to the Association or as the Board of Managers may direct one-twelfth of the assessment made pursuant to this Section. On or before the date of the annual meeting of each calendar year, the Board of Managers shall supply to all owners an itemized accounting of the maintenance 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 owner's percentage of ownership in the common areas and facilities to the next monthly installments due from owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each owner's percentage of ownership in the common areas and facilities to the installments due in the succeeding six months after rendering of the accounting.

SECTION 3. RESERVE FOR CONTINGENCIES AND REPLACEMENTS. The Board of Managers shall build up and maintain a reasonable reserve for contingencies and replacement. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including nonpayment of any owner's assessment, which shall be assessed to the owners according to each owner's percentage of ownership in the common areas and facilities, the Board of Managers shall serve notice of such further assessment on all owners by a statement in writing giving the amount of reasons therefor, and such further assessments shall become effective with the monthly maintenance payment which is due not more than ten days after the delivery or mailing of such notice of further assessment. All owners shall be obligated to pay the adjusted

613

attorneys' fees to be fixed by the court. 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, interest, costs and fees as above provided shall be and become a lien or charge against the unit ownership of the owner involved when payable, and may be foreclosed by an action brought in the name of the Board of Managers 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 Managers 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 encumbrancer may from time to time request in writing a written statement from the Board of Managers setting forth the unpaid common expenses with respect to the unit covered by his encumbrance and unless the request shall be complied with within twenty 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 encumbrance. 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 11. SECURITY DEPOSITS FROM CERTAIN OWNERS. If in the judgment of the Board of Managers the equity interest of any owner (whether the original owner or a subsequent purchaser or transferee) in his unit at any time is not sufficient to assure realization (whether by foreclosure of the lien referred to in Section 10 of this Article, or otherwise) of all assessments, charges or other sums which may be levied by the Association, then whether or not such owner shall be delinquent in the payment of such levies, the Association shall have the right to require such owner

613

612

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 owners in proportion to each owner's percentage ownership in the common areas and facilities as provided in the declaration.

SECTION 8. ASSESSMENTS PRIOR TO ORGANIZATION OF ASSOCIATION.

Until such time as the Association is organized, monthly assessments in an amount per family unit to be determined by the Grantor shall be paid by the owner of each family unit to the Grantor and the Grantor shall be responsible for all maintenance. Such payments in such amount shall continue to be paid until the amount thereof shall be readjusted in accordance with the provisions of the declaration and these bylaws immediately following the organization of the Association. After the Association has been organized, Grantor shall pay its proportionate share of the monthly assessments to the Association for each unit, the title to which is vested in Grantor.

SECTION 9. ANNUAL AUDIT. The books of the Association shall be audited once a year by the Board of Managers, and such audit shall be completed prior to each annual meeting. If requested by a majority of the members of the Board of Managers, such audit shall be made by a certified public accountant. In addition, and at any time, when requested by the owners of a majority of the units, including the Grantor, the Board of Managers shall cause an additional audit to be made.

SECTION 10. REMEDIES FOR FAILURE TO PAY ASSESSMENTS. If an owner is in default in the monthly payment of the aforesaid charges or assessments for thirty days, the members of the Board of Managers 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; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable

615

purchaser or lessee. The members of the Board of Managers and their successors in office, acting on behalf of consenting unit owners as hereinafter provided, shall at all times have the first right and option to purchase or lease such unit upon the same terms, which option shall be exercisable for a period of fifteen days following the date of receipt of such notice; provided, however, that if the proposed purchase or lease shall be for a consideration which the Board of Managers deems inconsistent with the bona fide fair market value of such unit, the Board of Managers may elect to exercise such option in the manner, within the period, and on the terms set forth in Section 2 of this Article. If said option is not exercised by the Board of Managers within the aforesaid option period, the owner may, at the expiration of said period, contract to sell or lease such unit to the proposed purchaser or lessee named in such notice upon the terms specified therein.

SECTION 2. GIFT. Any owner other than Grantor who wishes to make a gift of his unit or any interest therein to any person or persons who would not be heirs at law of the owner under the Ohio Statute of Descent and Distribution were he or she to die within ninety days prior to the contemplated date of such gift, shall give to the Board of Managers not less than ninety days' written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The members of the Board of Managers and their successors in office, acting on behalf of consenting unit owners as hereinafter provided, shall at all times have the first right and option to purchase such unit or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen days after receipt of said written notice by the Board of Managers, the Board of Managers and the owner desiring to

615

614

to establish and maintain a security deposit in an amount which the Board of Managers deems necessary for such purposes; provided, however, that such security deposit shall in no event exceed an amount which, when added to such owner's equity interest in his unit, will equal twenty-five per cent of the fair market value of the unit in question. In the event that any 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 this declaration, 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 or violation, which right shall be in addition to all other remedies provided for in the declaration or these bylaws. Upon any sale by such owner of his unit, or at such time as such 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 owner shall be refunded, provided that such owner shall not be in default under any of his obligations under the declaration. The Association shall have the duty to maintain all security deposits held by it as aforesaid in a single savings account, but it shall not be required to credit interest to any owner until such time as the security deposit is refunded. Said security deposit shall at all times be subject and subordinate to the lien referred to in the declaration and Section 10 of this Article and all rights thereto shall inure to the benefit of the lienor.

ARTICLE 6. SALE, LEASING OR OTHER ALIENATION

SECTION 1. SALE OR LEASE. Any owner other than Grantor who wishes to sell or lease his unit shall give the Board of Managers no less than ten days prior written notice of the terms and conditions of any contemplated sale or lease, together with the name and address of the proposed

617

appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen days thereafter the three arbitrators shall determine, by majority vote, the fair market value of the unit or interest therein devised by the deceased owner, and shall thereupon give written notice of such determination to the Board of Managers and said devisee or devisees, or personal representative, as the case may be. The Board of Managers' right to purchase the unit or interest therein at the price determined by the three arbitrators shall expire sixty days after the date of receipt by it of such notice if the personal representative of the deceased owner is empowered to sell, and shall expire ten months after the appointment of a personal representative who is not so empowered to sell. The Board of Managers shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the right of the Board of Managers or its authorized representative, pursuant to authority given to the Board of Managers by the owners as hereinafter provided, to bid at any sale of the unit or interest therein of any deceased owner which said sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased owner's estate which contains his or her unit or interest therein.

SECTION 4. INVOLUNTARY SALE.

(a) In the event any unit or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the unit so sold, give ten days' written notice to the Board of Managers of his intention so to do, whereupon the members of the Board of Managers and their successors in office, acting on behalf of consenting unit owners

617

616

make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen days after the appointment of said arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the unit or interest therein which the owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the owner and the Board of Managers. The Board of Managers' option to purchase the unit or interest therein shall expire forty-five days after the date of receipt by it of such notice.

SECTION 3. DEVISE. In the event any owner dies leaving a Will devising his or her unit, or any interest therein, to any person or persons not heirs at law of the deceased owner under the Ohio Statute of Descent and Distribution, and said Will is admitted to probate, the members of the Board of Managers and their successors in office, acting on behalf of consenting unit owners as hereinafter provided, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said unit or interest therein from the devisee or devisees thereof named in said Will or, if a power of sale is conferred by said Will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration. Within sixty days after the appointment of a personal representative for the estate of the deceased owner, the Board of Managers shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten days after the

619

is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this article. In addition, none of the options contained in this article shall be applicable to any sales, leases, or subleases to purchasers, lessees or sublessees, procured by or through Grantor (or its designee) for its own account or in its capacity as manager or managing agent of the property.

SECTION 7. PROOF OF TERMINATION OF OPTION. A certificate executed and acknowledged by the Secretary of the Board of Managers stating that the provisions of this Article as hereinabove set forth have been met by an owner, or duly waived by the Board of Managers, and that the rights of the Board of Managers hereunder have terminated, shall be conclusive upon the Board of Managers and the owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon a request at a reasonable fee, not to exceed Ten Dollars (\$10.00).

SECTION 8. FINANCING OF PURCHASE UNDER OPTION.

(a) Acquisition of units or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Association shall levy an assessment against each consenting owner in the ratio which his ownership bears with respect to the total ownership of all consenting owners, which assessment shall become a lien and be enforceable in the same manner as provided in Article 5.

(b) The Board of Managers, in its discretion, may borrow money to finance the acquisition of any unit or interest therein authorized by this Article; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the property other than the unit or interest therein to be acquired. The loan documents evidencing

619

618

618

as hereinafter provided, shall have an irrevocable option to purchase such unit or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board of Managers within said ten days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said unit. The Board of Managers shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said ten-day period.

(b) In the event any owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his unit, the Board of Managers shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such unit, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article 5.

SECTION 5. CONSENT OF VOTING MEMBERS. The Board of Managers shall not exercise any option hereinabove set forth to purchase any unit or interest therein without the prior written consent of the members entitled to exercise not less than seventy-five per cent of the voting power in the Association, and those units are not the subject matter of such option. The Board of Managers may bid to purchase at any sale of a unit or interest therein which said sale is held pursuant to an order or direction of a court upon the prior written consent of the aforesaid voting members, which said consent shall set forth a maximum price which the Board of Managers is authorized to bid and pay for said unit or interest therein. The aforesaid option shall be exercised by the Board of Managers solely for the use and benefit of the owners consenting thereto.

SECTION 6. RELEASE, WAIVER, AND EXCEPTION TO OPTION. Upon the written consent of the Board Members, any of the options contained in this Article may be released or waived and the unit or interest therein which

621

his unit.

SECTION 4. SERVICE OF NOTICES ON DEVISEES AND PERSONAL REPRESENTATIVES. Notices required to be given any devisee or personal representative 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 5. NONWAIVER OF COVENANTS. No covenants, restrictions, conditions, obligations or provisions contained in the declaration or these bylaws 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 6. AGREEMENTS BINDING. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the declaration and these bylaws shall be deemed to be binding on all unit owners, their heirs and assigns.

SECTION 7. 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 8. SEVERABILITY. The invalidity of any covenant, restriction, condition, limitation or any other provision of these bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these bylaws.

SECTION 9. PERPETUITIES AND RESTRAINTS ON ALIENATION. If any of the options, privileges, covenants or rights created by these bylaws shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints

62

620

such borrowing may be executed by the members of the Board of Managers, a nominee of the Board of Managers, or by a land trust of which the Board of Managers shall be the beneficiary.

SECTION 9. TITLE TO ACQUIRED INTERESTS. Units or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the President of the Association and his successor in office or such nominee as he shall designate, or by a land trust of which the Association shall be the beneficiary. Such holding shall be in trust for the benefit of all the owners consenting to and participating in such acquisition. Said units or interests therein shall be sold or leased by the Board of Managers for the benefit of such owners. All net proceeds of such sale and/or leasing shall be deposited in the maintenance fund and may thereafter be disbursed at such time and in such manner as the Board may determine.

ARTICLE 7. GENERAL PROVISIONS

SECTION 1. GRANTOR'S RIGHTS PENDING SALE OF ALL UNITS. Until such time as Grantor shall have consummated the sale of all units or on November 12, 1974, whichever time shall first occur, the powers, rights, duties and functions of the Association and its Board of Managers shall be exercised by Grantor.

SECTION 2. COPIES OF NOTICES TO MORTGAGE LENDERS. Upon written request to the Board of Managers, the holder of any duly recorded mortgage or trust deed against any unit shall be given a copy of any and all notices permitted or required by the declaration or by these bylaws to be given to the owner or owners whose unit is subject to such mortgage or trust deed.

SECTION 3. SERVICE OF NOTICES ON THE BOARD OF MANAGERS. Notices required to be given to the Board of Managers or to the Association may be delivered to any member of the Board of Managers or officer of the Association either personally or by mail addressed to such member or officer at

622

on alienation, or (c) any other statutory or common-law rules imposing time limits, then such provision shall continue only until twenty-one years after the death of the survivor of the now living descendants of Robert A. Taft, Jr., United States Senator from Ohio, and Joseph Kennedy, father of the late President of the United States.

IN WITNESS WHEREOF, CAVALEAR DEVELOPMENT COMPANY, the Grantor, acting by and through its duly elected officers, has executed these bylaws this 19th day of FEBRUARY, 1974.

In the Presence of:

CAVALEAR DEVELOPMENT COMPANY

W. H. Johnston
J. H. Murray

By Donald H. Wagon
Attest P. M. Jones

This Instrument prepared by:

Thomas I. Webb, Sr., Esquire
Shumaker, Loop & Kendrick
811 Madison Avenue
Toledo, Ohio 43624

RECORDER'S OFFICE, WOOD COUNTY, OHIO
Filed Feb 25, 1974 at 3:25 PM
Recorded 1/1-26 in Vol. 504
Page 565 Record of Deeds

01014

Paul H. Jones Recorder
fee 7.10

- 28 -

✓ Journal 7/16