

# **Westwood Village Condominium Association**

## **Declarations and Bylaws**

The enclosed documents are copies of all records on file in Portage County as of August 2002. The appropriate volumes and page numbers are stamped on the pages as they appear in the official records. Contents include:

1. Declarations and Bylaws	1992
2. Amendment	1993
3. Amendment adding Phase II	1993
4. Westwood Drive Easement	1993
5. Ohio Bell Easement	1994
6. Deeds	1994
7. Pond Easement	1996
8. Addition of land at end of Pondview	1998
9. Transfer of deed from RIC to Westwood Village	2001
10. Amendment expanding Board and miscellaneous provisions	2002

Prepared: August 2002



Association pursuant to Chapter 1702 of the Ohio Revised Code. The Bylaws are attached to this Declaration as Exhibit B.

1.6 "Common Areas and Facilities" means all of the Condominium Property except those portions described in this Declaration as constituting a Unit or Units.

1.7 "Common Expenses" means those expenses designated as such in the Condominium Act, or in accordance with the provisions of the Condominium Documents, or both.

1.8 "Condominium" means the condominium form of ownership for the Condominium Property created under this Declaration, the Bylaws, the Articles and the provisions of the Condominium Act.

1.9 "Condominium Act" means the Ohio condominium act presently codified in Chapter 5311 of the Ohio Revised Code, and any amendments or supplements to that act.

1.10 "Condominium Documents" means the Articles, the Bylaws, the Drawings and this Declaration.

1.11 "Condominium Property" means the real property described in Exhibit A attached to this Declaration. Upon any expansion of this Condominium pursuant to Section 15, the term "Condominium Property" shall be deemed to include any portion(s) of the Additional Property added to the Condominium. The Condominium Property also includes all present and future buildings, fixtures, improvements and structures located on the real property and all easements, rights, privileges and appurtenances belonging to the real property. The Condominium Property encompasses all of the Units and all of the Common Areas and Facilities.

1.12 "Drawings" means the drawings for the Condominium filed simultaneously with the submission of this Declaration for recording, copies of which are attached to this Declaration as Exhibit C, and any lawful amendments to those drawings.

1.13 "Limited Common Areas and Facilities" means those Common Areas and Facilities serving exclusively one Unit, the enjoyment, benefit or use of which is reserved to the Unit Owners and Occupants of that Unit either in this Declaration or the Drawings.

1.14 "Occupant" means any tenant or other person lawfully in possession or control of any part of a Unit regardless of whether that person is a Unit Owner.

1.15 "Manager" means any person serving, at the time pertinent, as a member of the Board of Managers of the Association elected or appointed pursuant to the provisions of the Condominium

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Documents.

1.16 "Rules and Regulations" means any rules and regulations from time to time adopted by the Board pursuant to its authority under this Declaration.

1.17 "Unit" means that portion of the Condominium Property described as a unit in this Declaration and in the Drawings.

1.18 "Unit Owner" means the person or persons owning a fee simple interest in a Unit.

1.19 "Utility Facilities" means all electrical, gas, water, sewer, heating, cooling, ventilating, communications, cable television and other utility systems, and the equipment, apparatus, service lines, pipes, conduits, circuits, wires, ducts and other facilities associated with those systems, located on or serving the Condominium Property in whole or in part.

## SECTION 2. SUBMISSION OF CONDOMINIUM PROPERTY; PURPOSE; NAME

2.1 Submission and Plan. Declarant submits the Condominium Property to the condominium form of ownership under the Condominium Act. Declarant declares that the ownership of the Condominium Property is divided into freehold estates; each Unit is a freehold estate owned by the Unit Owner of that Unit, and the Common Areas and Facilities are a single freehold estate owned by the Unit Owners in the undivided percentages of interests set forth in Section 4.5. In addition, Declarant declares that the covenants, restrictions and easements contained in the Condominium Documents constitute and are in furtherance of a plan to protect and promote the cooperative aspect of ownership and to facilitate the proper administration of the Condominium Property.

2.2 Purpose. The purpose of the Condominium Documents is to establish separate parcels of the Condominium Property for which fee simple interests may be conveyed, to be used for residential purposes; to establish a Unit Owner's association to govern the Condominium Property; to provide for the preservation of values of Units and Common Areas and Facilities; to protect and promote the benefit, enjoyment, and well-being of Unit Owners and Occupants claiming under them; to administer and enforce the covenants, restrictions and easements contained in the Condominium Documents; and to raise funds for these purposes.

2.3 Name. The name by which the Condominiums shall be known is Westwood Village Homes, a planned condominium development.

## SECTION 3. PROPERTY DESCRIPTION

The Condominium Property includes, or will include when construction is completed, 29 freestanding buildings generally described as follows: single family wood frame homes with two or three bedrooms; all homes have two (2) stories; some homes have 12 course basements and others are slab on grade; all homes are vinyl sided; all homes have asphalt shingles; and all homes have a two car attached garage. No structures other than the 29 homes are included in this phase of the condominium.

#### SECTION 4. DIVISION OF CONDOMINIUM PROPERTY

4.1 Reference to Drawings. The Drawings attached as Exhibit C show graphically, so far as is possible, all of the particulars of the land, buildings and other improvements constituting the Condominium Property, including, but not limited to, the layout, location, designation and dimensions of each Unit; the layout, location and dimensions of the Common Areas and Facilities and Limited Common Areas and Facilities; and the location and dimensions of all easements and encroachments appurtenant to or affecting the Condominium Property. As required by the Condominium Act, the Drawings bear the certified statement of Campbell & Associates, Inc., a registered surveyor, and James A. Titmas, a licensed professional engineer. The Drawings attached as Exhibit C include the drawing entitled "Overall Project Reference Drawing." Said drawing illustrates the street plan and the location of existing and proposed Units on the Condominium Property and the proposed street plan and location of proposed Units on the Additional Property.

4.2 Composition of Units. Each Unit consists of the space in the building indicated by that Unit's designation on the Drawings, as bounded by the exterior surfaces of the roof and perimeter walls, as well as the patio or deck appurtenant to such building. Each Unit includes, but is not limited to:

(1) The finished interior surface, including paint, lacquer, varnish, wallpaper, carpet, floor tile and other finishing materials applied to floors, ceilings and interior and perimeter walls, as applicable to each Unit.

(2) All interior, exterior and perimeter windows, screens and doors, and partitions, including the frames, sashes, sills, jambs, glass, molding, trim and hardware, and the space occupied by all of those items.

(3) All fixtures, appliances and Utility Facilities located in and installed for the exclusive use of that Unit, including, but not limited to, built-in cabinets, built-in fireplaces (optional), smoke detectors and built-in appliances.

(4) All control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting into the Unit.

4.3 Limited Common Areas and Facilities. The Limited Common Areas and Facilities include the driveway adjacent to a Unit and an area of land adjacent to each Unit and extending, in the front, to the edge of the street closest to such Unit, on the sides, to ten feet (10') to either side of such Unit, or, in the case of Units located on a cul-de-sac, approximately midway between the Units, and in the rear, to approximately fifty feet (50') behind such Unit or as otherwise depicted on the Drawings; and all Utility Facilities located in the Common Area and Facilities that are entirely for the benefit of or serve only that Unit.

4.4 Common Areas and Facilities. The entire balance of the Condominium Property, other than the Units themselves, constitute Common Areas and Facilities. The Common Areas and Facilities include, to the extent applicable, but are not limited to, the land, any community and recreational facilities; all Utility Facilities except those included in Units as defined above; trees, lawns, fences, gardens, landscaping and other natural features; and driveways, pavement and sidewalks.

4.5 Ownership of Common Areas and Facilities. Each Unit Owner shall have an undivided interest in the Common Areas and Facilities as a tenant in common with all other Unit Owners. The extent of such ownership shall be based upon the percentage that the individual Unit, as one Unit, bears to the total number of all Units. The percentage interests provided below shall also apply in determining each Unit Owner's share of Common Expenses of the Condominium (as well as any common surplus or common profits, as those terms are defined in the Condominium Act), as provided in Section 14.2. The percentage interests shall remain constant and shall not be changed except by an amendment pursuant to the terms of this Declaration or as otherwise permitted by law. Until so amended, the percentage of ownership of the Common Areas and Facilities attributable to each Unit shall be as follows:

See Attached Exhibit "D"

Ownership of the Common Areas and Facilities shall remain undivided. No Unit Owner may waive or release any rights in the Common Areas and Facilities. Further, the undivided interest in the Common Areas and Facilities appertaining to a Unit shall not be separated from that Unit, and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the deed, mortgage, lease or other instrument of conveyance or encumbrance.

4.6 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 the terms of the Condominium Act or from the terms of any statute applicable to condominium ownership.

#### SECTION 5. THE ASSOCIATION

5.1 Establishment And Membership. Declarant has caused the Association to be formed to constitute the unit owners' association required under the Condominium Act. Each Unit Owner, upon acquisition of title to a Unit, shall automatically become a member of the Association, and no party other than a Unit Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Transfer of a Unit shall automatically transfer membership to the new Unit Owner and terminate the membership of the prior Unit Owner.

5.2 Voting Rights. Each Unit Owner shall have the same voting interest in the Association that the Unit Owner's percentage interest in the Common Areas and Facilities bears to the total percentage interest of all Unit Owners in the Common Areas and Facilities for each Unit owned by that Unit Owner. If a Unit has more than one Unit Owner, the total vote for that Unit shall not be affected, and the Unit Owners shall each have a share of the vote based upon his or her percentage of ownership of that Unit. The voting rights of Unit Owners are set forth in more detail in the Bylaws.

5.3 Board of Managers and Officers. The Board of Managers and the officers of the Association shall be appointed and elected as provided in the Bylaws.

5.4 Authority. Except as otherwise specifically provided, the Board and the officers of the Association shall exercise the powers, discharge the duties and be vested with the rights provided by the Condominium Documents and by law.

5.5 Delegation of Authority; Professional Management. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts, which may provide for the payment of reasonable compensation to such managing agent as a Common Expense. Any management agreement entered into before control of the Association is turned over to the Unit Owners other than Declarant shall automatically terminate no later than one year after such control turnover date unless renewed by vote of the Unit Owners pursuant to the Bylaws.

5.6 Service of Process. The person to receive service of process for the Association until control of the Association is turned over to the Unit Owners pursuant to the provisions of the

Bylaws shall be Ric Developers, Inc., whose address is 3165 Summit Road, Ravenna, Ohio 44266.

#### SECTION 6. MAINTENANCE

6.1 General. Except as otherwise provided in the Condominium Documents, the Association shall be responsible for the management, maintenance, repair, alteration and improvement of the Common Areas and Facilities. Each Unit Owner shall be responsible for the management, maintenance and repair of the interior and exterior of each respective Unit. The costs incurred by the Association pursuant to this section shall be a Common Expense.

6.2 Unit Owner's Duties. Unless otherwise provided in this Declaration to be performed by the Association, the responsibility of each Unit Owner shall be to keep that Unit Owner's Unit, and any Utilities Facilities that are Limited Common Areas and Facilities appurtenant to the Unit, in good condition and repair, and in compliance with all of the provisions of the Declaration, the Bylaws and the Rules and Regulations adopted by the Board.

The Unit Owner's responsibilities include the obligation to maintain, repair and replace all portions of the Unit Owner's Unit (including exterior glass) and internal installations of the Unit such as appliances, smoke detectors, interior glass, doors (including exterior surfaces and hardware) and Utility Facilities serving only the Unit Owner's Unit (including any Utility Facilities located outside of the Unit but constituting Limited Common Areas and Facilities appurtenant to that Unit).

If a Unit Owner fails to make any necessary repairs, maintenance or replacements, or if the need for maintenance, repair or replacement of any part of the Common Areas and Facilities is caused by the negligent or intentional act of any Unit Owner or Occupant of that Unit, and the cost of repair is not covered by the Association's insurance, the cost of maintenance and repair shall constitute an individual Unit assessment, as defined in the Bylaws, on the Unit owned by such Unit Owner. The determination that maintenance, repair, or replacement is necessary, or has been so caused, shall be made by the Board.

#### SECTION 7. INSURANCE

7.1 Hazard Insurance Coverage. The Association shall obtain and maintain for the use and benefit of all Unit Owners and their mortgagees insurance on all buildings, structures and other improvements now or at any time constituting a part of the Common Areas and Facilities and the Limited Common Areas. Each Unit Owner shall obtain and maintain for their respective use and benefit and their respective mortgagee insurance on their Unit. The policies of such insurance (the "Hazard Insurance Policies") shall provide

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coverage against loss or damage by vandalism, malicious mischief, fire, windstorm, lightning, sprinkler leakage (if applicable), cost of debris removal, cost of demolition, extended coverage perils and such perils as are at this time included in an "all risk" policy with extended coverage endorsements. In addition, the Hazard Insurance Policies shall include water damage, Agreed Amount and inflation guard endorsements, if available. The amount of this insurance shall be not less than 100% of the then-current replacement value of the Condominium Property, exclusive of the cost of land, foundations, footing, excavations and other elements that are not ordinarily insured against loss, without deduction for depreciation. The Hazard Insurance Policies:

(a) shall have a deductible on any single loss or group of losses within one year in such amount as is found reasonable by the Board of Managers;

(b) shall provide that no mortgagee shall have any right to apply the proceeds to the reduction of any mortgage debt except as otherwise provided in this Declaration;

(c) shall provide that despite any clause that gives the insurer the right to restore damage in lieu of a cash settlement, such right shall not exist in case the Condominium Property is removed from the provisions of the Condominium Act pursuant to Section 8.4 of this Declaration:

(d) shall, in the case of the Unit Owner's policy, provide coverage for built-in fixtures and equipment in an amount not less than 100% of the full replacement value;

(e) shall provide that the insurer shall have no right to contribution from any other insurance which may be purchased by any Unit Owner as permitted below;

(f) shall contain the standard mortgage clause, or equivalent endorsement (without contribution), which is commonly accepted by private institutional mortgage lenders in the area in which the Condominium Property is located;

(g) shall contain provisions requiring the issuance of certificates of coverage to the Association, each Unit Owner and to any mortgagee or mortgagees of a Unit, as applicable, upon request, and further requiring the issuance of written notice not less than 30 days prior to any expiration, substantial modification, or cancellation of coverage to the Association and to each holder of a first mortgage who has requested to be listed as a

scheduled holder of a first mortgage in the Hazard Insurance Policies; and

(h) shall provide for the release by the issuer of any and all rights of subrogation or assignment, and all causes and rights of recovery, against any Unit Owner or other Occupant of the Condominium Property for any loss occurring to the insured property resulting from any of the perils insured against under the Hazard Insurance Policies.

The Hazard Insurance Policies shall be without prejudice to the right of any Unit Owner to obtain individual contents or chattel property insurance, but no Unit Owner may at any time purchase individual policies of insurance covering any item that the Association is required to insure. If a Unit Owner does purchase such a policy, that Unit Owner shall be liable to the Association for any damages, expenses, or losses the Association incurs as a result, and the Association shall have the same lien rights provided by Section 14 for Common Expense payments with respect to any such damages, expenses or losses not paid to it by the Unit Owner.

The insurance coverage required under this Section 7.1 shall be reviewed at least annually by the Board of Managers, and if any of the insurance coverage required under this Section 7.1 becomes impractical to obtain, the Association shall require the obtaining of coverage that most closely approximates the required coverage.

The cost of the Hazard Insurance Policy that is the responsibility of the Association under this Section 7.1, as well as any other insurance obtained by the Association pursuant to this Section 7 and any deductibles determined by the Board to be properly charged to the Association, shall be a Common Expense. The cost of the Hazard Insurance Policy that is the responsibility of each respective Unit Owner shall be borne by such Unit Owner.

7.2 Public Liability Insurance. The Association shall insure itself, the Board of Managers and all Unit Owners 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 or related to the Common Areas and Facilities. This insurance shall afford protection to a single limit of not less than \$1,000,000.00 per occurrence. The policy of this insurance (the "Liability Insurance Policy") shall include such other risks as are customarily covered with respect to developments similar to the Condominium Property in construction, location and use, as determined by the Board. The Liability Insurance Policy shall include, if available, a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association, the Board or

other Unit Owners.

The Liability Insurance Policy shall require written notice to the Association, and to each holder of a first mortgage on any Unit who has requested to be listed as a scheduled holder of a first mortgage in the Liability Insurance Policy, not less than 30 days before any expiration, substantial modification or cancellation of coverage. The Liability Insurance Policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Units. Each Unit Owner shall, at the Unit Owner's own expense, obtain public liability insurance for personal injuries or damage arising out of the use and occupancy of or within his or her Unit.

**7.3 Casualty and Public Liability Insurance for Individual Units.** Each Unit Owner shall, at that Unit Owner's own expense, obtain casualty insurance to protect the Unit, and public liability insurance for personal injuries or damage arising out of the use and occupancy of or within that Unit Owner's Unit.

**7.4 Fidelity Bonds.** The Association may maintain fidelity bonds for all officers, directors, and employees of the Association or any other persons (including volunteers) handling or responsible for funds of or administered by the Association. If the Association delegates some or all of the responsibility for the handling of funds to a professional management company, the professional management company may be required to obtain fidelity bond coverage for those of its officers, employees and agents who handle or are responsible for funds administered on behalf of the Association. The total amount of fidelity bond coverage shall be in the discretion of the Board. The premiums on these bonds shall be paid by the Association and shall be a Common Expense unless the Board otherwise directs.

**7.5 Insurance Proceeds.** The Association shall receive, hold and properly dispose of the proceeds of all insurance acquired by it in trust for the Unit Owners and their mortgages, as their interests may appear.

#### **SECTION 8. DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS**

**8.1 Sufficient Insurance.** If any improvements forming a part of the Condominium Property suffer damage or destruction from any cause or peril insured against by the Association or the Unit Owners, as applicable in accordance with Sections 7.1 through 7.3 herein, and the proceeds payable under the policy or policies insuring against that loss are sufficient to pay the cost of repair, restoration or reconstruction shall be undertaken by the Association or the Unit Owners, as applicable in accordance with Sections 7.1 through 7.3 herein, in accordance with the original plans and specifications for the Condominium Property. The insurance proceeds shall be applied in payment of such repair,

restoration or reconstruction. However, if the Unit Owners are entitled under Section 8.4 to elect to sell the Condominium Property or to withdraw the same from the provisions of this Declaration, and if the Unit Owners do so elect, then the repair, restoration or reconstruction shall not be undertaken, and the insurance proceeds shall instead be applied in accordance with Section 8.4.

**8.2 Insufficient Insurance.** If any improvements forming a part of the Common Areas and Facilities and Limited Common Areas suffer damage or destruction from any cause or peril that is not insured against by the Association, or, if insured against, the insurance proceeds will not be sufficient to pay the cost of repair, restoration or reconstruction, then (unless the Unit Owners within 90 days after such damage or destruction, if they are entitled to do so pursuant to Section 8.4, elect to withdraw the Condominium Property from the provisions of this Declaration) the repair, restoration or reconstruction of the Common Areas and Facilities and Limited Common Areas so damaged or destroyed shall be undertaken by the Association at the expense of all of the Unit Owners in the same proportions in which they own the Common Areas and Facilities, all in accordance with the provisions of Section 8.3. If any Unit Owner refuses or fails after reasonable notice to pay his or her share of the cost in excess of available insurance proceeds, or in the event that the insurance on an individual Unit required to be obtained by each Unit Owner is insufficient to pay the cost of the repair, restoration or reconstruction of such Unit, then that Unit Owner's share may be advanced by the Association and the amount so advanced shall be assessed to that Unit Owner. This assessment shall have the same force and effect and, if not paid, may be enforced in the same manner, as provided below for the nonpayment of assessments.

**8.3 Procedure for Reconstruction or Repair.** Immediately after a casualty causing damage to any portion of the Common Areas and Facilities and Limited Common Areas, the Association shall obtain estimates of the cost to place the damaged property in condition as good as that immediately before the casualty. The costs may include professional fees and premiums for such bonds as the Board of Managers deems necessary.

The insurance proceeds and the sums deposited with the Association from collection of special assessments against Unit Owners on account of the casualty shall constitute a construction fund that shall be applied by the Association to the payment of the cost of reconstruction and repair of the Common Areas and Facilities and Limited Common Areas as the work progresses. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in any construction fund after payment of all costs of the reconstruction and repair for which the fund is established, the balance shall be disbursed to the

Association.

Each Unit Owner shall be deemed to have delegated to the Board of Managers his or her right to adjust with insurance companies all losses under the insurance policies referred to in Sections 7.1 through 7.3 of this Declaration, other than those purchased by the Unit Owner. Immediately after a casualty causing damage to a Unit, such Unit Owner shall proceed to take such steps as are necessary to place the damaged Unit in condition as good as that immediately before the casualty.

8.4 Non-Restoration of Damage or Destruction. In the event of substantial damage to or destruction of 50% or more of the Units, the Unit Owners may, by affirmative vote of not less than 75% of the voting power, elect not to repair or restore the damage or destruction. The Condominium Property shall then be subject to an action for sale as upon partition at the suit of any Unit Owner. In the event of a partition sale of the Condominium Property under these circumstances, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Areas and Facilities. However, no Unit Owner shall receive any portion of his or her share of proceeds until all liens and encumbrances on his or her Unit have been paid, released or discharged.

SECTION 9. EMINENT DOMAIN

If all or any part of the Condominium Property is taken, injured or destroyed by the exercise of the power of eminent domain, each affected Unit Owner and mortgagee shall be entitled to notice of the taking and to participate in the proceedings. However, to the extent that the taking affects the Common Areas and Facilities, the Association shall represent the Unit Owners in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for any acquisition of any part or all of the Common Areas and Facilities, and each Unit Owner shall be deemed to have appointed the Association as his or her attorney-in-fact for that purpose. Any damages for the taking, injury or destruction of Common Areas and Facilities shall be considered as a whole and shall be collected by the Association and distributed among the Unit Owners and among any mortgagees as their interests may appear, in proportion to each Unit Owner's interest in the Common Areas and Facilities. Any reallocation of percentages of interest in the Common Areas and Facilities after a partial taking or after a partial destruction under Section 8.2 shall be effected by an amendment to this Declaration which shall require the approval of all Unit Owners affected by the reallocation and their mortgagees before it can be certified by the President of the Association as described in Section 16.

**SECTION 10. REHABILITATION AND SUBSEQUENT IMPROVEMENTS**

The Association may, by the affirmative vote of Unit Owners entitled to exercise not less than 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 shall then proceed with the renewal and rehabilitation, the cost of which shall be a Common Expense.

**SECTION 11. REMOVAL FROM CONDOMINIUM OWNERSHIP**

The Unit Owners, by unanimous affirmative vote, may elect to remove the Condominium Property from the provisions of the Condominium Act. In the event of this election, all liens and encumbrances, except taxes and assessments not due and payable, upon all or any part of the Condominium Property, shall be paid, released or discharged, and a certificate setting forth that this election was made shall be recorded with the Recorder of Portage County, Ohio. The certificate shall be signed by the President of the Board, who shall certify 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. The certificate shall also be signed by all of the Unit Owners, each of whom shall certify under oath that all liens and encumbrances on his or her Unit have been paid, released or discharged. Upon removal of the Condominium Property from the Condominium Act, the Condominium Property shall be owned in common by the Unit Owners. The undivided interest in the Condominium Property owned by each Unit Owner shall be the percentage of interest in the Common Areas and Facilities previously owned by that Unit Owner.

**SECTION 12. GRANTS AND RESERVATIONS OF EASEMENTS**

Declarant declares that the Condominium Property shall be subject to the following easements:

12.1 Use of Common Areas. Each Unit Owner and any Occupant claiming under the Unit Owner shall have a nonexclusive easement to use the Common Areas and Facilities in accordance with the purposes for which they are intended, subject, however, to the Rules and Regulations (but no Rule or Regulation shall prohibit or unreasonably limit the right of ingress and egress to a Unit or to that Unit's Limited Common Areas and Facilities) and to the lawful rights of the other Unit Owners. This easement includes, but is not limited to, an easement for each Unit to use the Utility Facilities that are part of the Common Areas and Facilities and serve that Unit in whole or in part.

12.2 Maintenance Easement. Each Unit shall be subject

to the right of access for the purpose of maintenance, repair or service of any Common Area and Facility located within its boundaries or of any portion of the Unit itself by persons authorized by the Board. No maintenance, repair or service of any portion of a Unit shall be authorized unless it is necessary in the opinion of the Board for public safety or in order to prevent damage to or destruction of any other part of the Condominium Property.

12.3 Easements for Encroachments. Each Unit and the Common Areas and Facilities shall be benefited by and subject to easements for encroachments on and/or from any other Unit or the Common Areas and Facilities created or arising by reason of overhangs; deviations in construction, reconstruction or repair; shifting, settlement or movement of the structures; or errors in the Drawings. Easements for these encroachments and for the maintenance of the same shall exist for as long as the encroaching structures remain.

12.4 Easement for Support. Every portion of the buildings, Utility Facilities and improvements on the Condominium Property contributing to the support of other portions of the buildings or to the Utility Facilities or improvements located in other portions of the Condominium Property, shall be burdened with an easement of support for the benefit of the other portions of the buildings and the Utility Facilities and improvements located in the other portions of the Condominium Property.

12.5 Easements for Utilities. The Association is granted an easement upon, over and under all of the Condominium Property for ingress and egress to, and the installation, replacing, repair and maintaining of, all Utility Facilities that are part of the Common Areas and Facilities. By this easement it shall be permissible for the providing utility company to construct and maintain the necessary Utility Facilities upon, over and under the Condominium Property, as long as those Utility Facilities do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any utility company furnishing a service request a specific easement by separate recordable document, the Board shall have the right to grant such an easement without conflicting with the terms of this Section.

12.6 Easement for Services. A nonexclusive easement is granted to all police, fire fighters, ambulance operators, mail carriers, delivery persons, garbage and trash removal personnel and all persons performing similar functions, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Areas and Facilities in the performance of their duties.

12.7 Easement for Additional Property. Declarant grants and declares permanent nonexclusive easements for the benefit of Declarant and its successors and assigns as owners of the

Additional Property, or any part of the Additional Property, to enter upon the Common Areas and Facilities of the Condominium in order (a) to install, maintain, repair, replace and use Utility Facilities to benefit the Additional Property, (b) to construct residential units and/or other improvements on any of the Additional Property and/or (c) to use all roadways and sidewalks on the Common Areas and Facilities for access to and from the Additional Property. Any utilization of the foregoing easements shall not unreasonably interfere with the use and enjoyment of the Condominium Property; and, if any damage, destruction or disturbance occurs to the Condominium Property as a result of this utilization, the Condominium Property shall be restored promptly to the condition that existed immediately prior to the utilization at the sole expense of the person or persons making the utilization.

12.8 Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, for that Unit Owner and all mortgagees, Occupants and other persons claiming under the Unit Owner, irrevocably appoints the Association as his or her attorney-in-fact to execute, deliver, acknowledge and record, for and in the name of the Unit Owner, mortgagees, Occupants and other persons, such deeds of easement and other instruments as may be necessary or desirable, in the sole discretion of the Board's authorized representative, to further establish or effectuate the easements in this Section. This power is for the benefit of each and every Unit Owner, the Association and the real estate to which it is applicable, runs with the land, and is coupled with an interest.

12.9 Other Easements. The easements created under this Section 12 are in addition to any other easements that affect the Condominium Property or are established pursuant to this Declaration.

#### SECTION 13. COVENANTS AND RESTRICTIONS; RULES AND REGULATIONS

Declarant declares that the Condominium Property shall be subject to the following covenants and restrictions:

13.1 Unit Uses. Except as otherwise provided in this Declaration, no Unit shall be used for any purpose other than residential purposes. To the extent permitted by law, a Unit Owner may use a portion of his or her Unit for an office or studio (other than a music studio), but only if these activities (a) do not interfere with the quiet enjoyment or comfort of any other Unit Owner or Occupant and (b) do not increase the normal flow of traffic or individuals in and out of the Condominium Property or in and out of that Unit.

13.2 Use of Common Areas and Facilities. The Common Areas and Facilities shall be used only in accordance with the purposes for which they are intended and no Unit Owner or Occupant shall hinder or encroach upon the lawful rights of other Unit



Owners or Occupants. This restriction includes, but is not limited to, the following:

13.2.1 Except as provided in this Declaration, 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.

13.2.2 In using the Common Areas and Facilities, no Unit Owner or Occupant shall violate any provisions of this Declaration, the Bylaws or the Rules and Regulations.

13.2.3 Nothing shall be altered or constructed in or removed from the Common Areas and Facilities except as otherwise provided in this Declaration or except with the prior consent of the Association.

13.2.4 The Common Areas and Facilities shall be kept free of rubbish, debris and other unsightly materials. All trash or other rubbish shall be deposited only in covered, sanitary containers on the Common Areas and Facilities on the day scheduled for pick up; otherwise rubbish containers shall remain in the garage or behind the rear of the garage.

13.3 Nuisances. No noxious or offensive activity shall be carried on in any Unit or in the Common Areas and Facilities, nor shall anything be done in those areas, either willfully or negligently, that may be or become an annoyance or nuisance to the Unit Owners or Occupants.

13.4 Impairment of Structural Integrity of Building. Except as otherwise permitted under this Declaration, nothing shall be done in any Unit or in the Common Areas and Facilities that will impair the structural integrity of any building, or structurally change any building, or jeopardize or impair the safety or soundness of any building.

13.5 Alteration of Units. Subject to all terms and conditions of this Declaration, non-structural interior alterations may be made to the interior floor plan or layout of any Unit so as to change the size, location, arrangement or relationship of rooms, hallways or other areas within a Unit, but only on the condition that the Association is given notice of the plans for the alterations and the opportunity to review and approve the same to assure, among other things, that ventilation, Utility Facilities and other building services will not be adversely affected; and that the proposed alterations will comply with all applicable building and zoning codes.

13.6 Prohibited Activities. Except as otherwise provided in this Declaration or permitted by the Board of Managers, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Condominium Property.

13.7 Exterior Surfaces. The Board of Managers shall establish Rules and Regulations requiring each Unit Owner to place and maintain window shades, blinds, curtains and other window coverings whose size, color, materials and location shall create a uniform exterior appearance architecturally appropriate to the design and purpose of the Condominium Property. Once adopted, the Board shall not permit any variations from those particular Rules and Regulations, and any subsequent changes in those Rules and Regulations shall be applied uniformly to all Units except for materials already placed in accordance with the Rules and Regulations. Unit Owners shall not cause or permit anything to be hung or displayed on the outside walls or windows of a Unit without the prior consent of the Board. This prohibition includes, but is not limited to, awnings, canopies, shutters, antennae, satellite dishes and receivers.

13.8 Rental of Units. The owners of the respective Units, and any mortgagee in possession of a Unit, shall have the right to lease the same. However, (i) any lease shall provide that it is subject to the covenants and restrictions in this Declaration, the Bylaws and the Rules and Regulations, including, but not limited to, all restrictions on use, and (ii) leasing for hotel or transient purposes is prohibited. For purposes of this Declaration, any lease for less than 30 days shall be deemed a lease for hotel or transient purposes.

13.9 Nondiscrimination. No Unit Owner (including the Declarant), or any employee, agent or representative, shall discriminate upon the basis of race, religion, color, sex, handicap, familial status or national origin in the sale, lease or rental of any Unit nor in the use of the Common Areas and Facilities.

13.10 Rules and Regulations. The Association shall have the right to adopt reasonable Rules and Regulations governing the use and occupancy of the Condominium Property consistent with the provisions of this Declaration and the Bylaws. The Rules and Regulations shall have the same force and effect and be enforceable in the same manner and to the same extent as the covenants and restrictions contained in this Declaration.

#### SECTION 14. ASSESSMENTS

14.1 General. Assessments for the maintenance and repair of the Common Areas and Facilities, the insurance of the Common Areas and Facilities and the Limited Common Areas, the

payment of the Common Expenses and for the other matters described in this Declaration or the Bylaws, shall be made in the manner provided in this Declaration and the Bylaws.

14.2 **Division of Common Profits, Common Surplus and Common Expenses; Personal Liability.** The proportionate share of the separate Unit Owners in the common profits, common surplus and the Common Expenses of the operation of the Condominium Property shall be in accordance with the percentages set forth in Section 4.5, as amended from time to time in accordance with this Declaration. Without limiting the Association's lien rights under this Section, each Unit Owner is personally liable for the payment of any assessments becoming due with respect to his or her Unit during the time that the Unit Owner owns the Unit, and for any late charges or other fees attributable to those assessments.

14.3 **Late Charges.** The Association may impose a late charge against any Unit Owner who fails to pay any amount assessed by the Association against that Unit Owner or his or her Unit within 10 days after the date of such assessment, and who fails to exercise the rights under this Declaration or under the laws of the State of Ohio to contest such assessment. The late charge shall be in an amount determined by the Board of Managers from time to time. The charge shall be the greater of (a) interest on the amount in default at an interest rate of 2% over the prime rate of interest charged from time to time by the bank maintaining the Association's checking account, or (b) 10% of the amount in default, but in no event greater than any maximum amount established by law. This late charge is required to help defray the Association's expenses in carrying the unpaid assessments and in enforcing the Association's rights under the Declaration.

Additionally, if a Unit Owner is in default in payment of an installment of an annual assessment, the Board of Managers may, by giving notice to the Unit Owner, accelerate the remaining installments of the assessment for the year during which the default occurs. In that case, the unpaid balance of the assessment shall become due upon the date designated in the notice, but not less than 10 days after delivery of the notice to the Unit Owner, or not less than 20 days after the mailing of the notice to the Unit Owner by certified mail, whichever occurs first.

14.4 **Nonuse of Facilities.** No Unit Owner may exempt himself or herself from liability for his or her contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas and Facilities or by the abandonment of his or her Unit.

14.5 **Lien of Association.** The Association shall have a lien upon the estate or interest in any Unit of the Unit Owner and upon his or her percentage of interest in the Common Areas and Facilities for the payment of the portion of the Common Expenses

and any other assessments charged against the Unit in accordance with the provisions of the Declaration or the Bylaws, and late charges as provided above, which remain unpaid for 10 days after the same have become due and payable. This lien shall become effective from the time a certificate of lien, subscribed by the President of the Association, is filed with the Recorder of Portage County, Ohio, pursuant to authorization given by the Board of Managers. The certificate shall contain a description of the Unit, the name or names of the Unit Owner(s) of record, and the amount of the unpaid assessments and late charges. The lien shall remain valid for a period of 5 years from the time of filing, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of the Court in an action brought to discharge the lien as provided by law or by Section 14.7 below.

**14.6 Priority of Association's Lien.** The lien provided for in Section 14.5 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 that have been filed for record. The lien provided for in Section 14.5 may be foreclosed in the same manner as a mortgage on real property in an action brought by the President of the Association pursuant to authorization by the Board of Managers. In the foreclosure action, the Unit Owner(s) of the Unit affected shall be required to pay a reasonable rental for the Unit while the action is pending, and the plaintiff in the action shall be entitled to the appointment of a receiver to collect the same. In the foreclosure action, the Association, if authorized by action of the Board of Managers, shall be entitled to become a purchaser at the foreclosure sale.

**14.7 Dispute as to Common Expenses.** Any Unit Owner who believes that the portion of Common Expenses or other assessments or late charges chargeable to his or her Unit, for which a certificate of lien has been filed by the Association, has been improperly charged against his or her Unit, may bring an action for discharge of the lien, pursuant to Section 5311.18(C) of the Ohio Revised Code, in the Common Pleas Court of Portage County, Ohio. In the action, if it is finally determined that the portion of the Common Expenses has been improperly charged to the Unit Owner or his or her Unit, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of the lien.

**14.8 Purchaser at Foreclosure Sale Subject to Declaration, Bylaws, Rules and Regulations of the Association.** Any purchaser of a Unit at a foreclosure sale shall automatically become a member of the Association and shall be subject to all of the provisions of the Condominium Documents and the Rules and Regulations.

14.9 Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses. When the mortgagee of a first mortgage of record or other purchaser of a Unit acquires title to the Unit as a result of foreclosure of the first mortgage or deed in lieu of foreclosure, the acquirer of title shall not be solely liable for the share of the Common Expenses or other assessments chargeable to the Unit which became due before its acquisition of the Unit. The unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Units, including that of the acquirer.

14.10 Statements by Association. In a voluntary conveyance of a Unit, the grantee or the grantee's first mortgagee shall be entitled to a statement from the Board of Managers setting forth the amount of all unpaid assessments (including current assessments) against the grantor due the Association. Neither the grantee nor the first mortgagee shall be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in the statement for the period reflected in the statement.

#### SECTION 15. EXPANSION OF CONDOMINIUM.

15.1 Right to Expand; Time Period. Declarant reserves the right, at its sole option, without the consent of the Unit Owners, at any time or times within a period of 7 years commencing on the date this Declaration is filed for record, to submit all or any part of the Additional Property, together with the buildings, fixtures, improvements and structures located on the same, to the provisions of this Declaration and the Condominium Act. This 7 year period may be extended for an additional 7 years, at Declarant's option, exercisable within six months prior to the expiration of the initial 7 year period, with the consent of a majority of the Unit Owners other than Declarant. The expansion period will not expire sooner under any other circumstances unless the Condominium is fully developed to include all of the Additional Property prior to the expiration of such period. Any amendment to expand the Condominium shall include (a) a description of the portion of the Additional Property being added to the Condominium Property; (b) description of all buildings and other improvements, all Common Areas and Facilities and all Units on the Additional Property being added to the Condominium Property, to supplement Section 3 of this Declaration, together with appropriate Drawings; (c) description and designations of Limited Common Areas and Facilities on that portion of the Additional Property being added; and (d) a statement of the percentage of interest in the Common Areas and Facilities that the Unit Owners of all Units 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 individual Unit, as one Unit, bears to the total number of all Units at the date the amendment is filed for record on the Condominium Property. This determination shall be made by

Declarant and shall be conclusive and binding on all Unit Owners. This Declaration may be amended for the purposes of adding all or part of the Additional Property to the Condominium Property in the manner described above, upon the filing for record with the Recorder of Portage County, Ohio, of an amendment in writing setting forth specifically the item or items to be amended and any new matter to be added. That amendment shall be duly executed by Declarant and by all owners and lessees of any property then being added with the same formalities as this Declaration. The amendment must refer to the volume and page number where this Declaration is recorded. The amendment will become effective on the date of its recording.

15.2 Restrictions on Expansion. Subject only to the specific restrictions set forth below, Declarant intends to reserve the maximum expansion rights permitted under the Condominium Act with respect to the Additional Property and to disclaim any limitations on expansion. To implement this intent, Declarant states as follows:

15.2.1 There are no requirements (a) that all, or a particular portion, of the Additional Property must be added to the Condominium Property, or (b) that if any Additional Property is added, all or a particular portion of the Additional Property must be added. On the contrary, there are no limitations as to the portions of the Additional Property that may be added to the Condominium Property.

15.2.2 There are no requirements that portions of the Additional Property be added at different times, nor any limitations fixing the boundaries of those portions or regulating the order in which they may be added to the Condominium Property.

15.2.3 There are no limitations, except those provided by applicable zoning laws, as to the location of any improvements that may be made on any portion of the Additional Property added to the Condominium Property.

15.2.4 The maximum number of Units that may be created on the Additional Property is 330. The maximum number of Units per acre that may be created on any portion added to the Condominium Property is 4.

15.2.5 Any structure erected on any portion of the Additional Property added to the Condominium Property need not be compatible with the structures on the originally submitted property in terms of quality of construction, the principal materials to be used, or architectural style.

15.2.6 With respect to all improvements to any portion of the Additional Property added to the Condominium Property, other than structures, (a) no other improvements must be made and (b) there are no restrictions or limitations on the improvements that may be made.

15.2.7 With respect to all Units created on any portion of the Additional Property added to the Condominium Property, (a) those Units need not be substantially identical to Units on previously submitted land and (b) there are no limitations, other than applicable zoning laws, as to what types of Units may be created on the Additional Property.

15.2.8 Declarant reserves the right to designate Limited Common Areas and Facilities within any portion of the Additional Property added to the Condominium Property and to designate Common Areas and Facilities within each portion that may subsequently be assigned as Limited Common Areas and Facilities, without limitation as to the types, sizes or maximum number of such areas and facilities in each portion.

#### SECTION 16. AMENDMENT OF DECLARATION AND BYLAWS

Except as otherwise provided in this Declaration and/or in the Bylaws, this Declaration and the Bylaws may be amended for purposes other than those described in Section 15 upon the filing for record with the Recorder of Portage County, Ohio, of an instrument in writing setting forth specifically the item(s) to be amended and any new matter to be added. This amendment must be executed by the Association's President with the same formalities as this Declaration and must refer to the recording reference of the first page of this instrument. It must contain an affidavit by the Association's President stating that Unit Owners entitled to exercise at least 75% of the total voting power of the Association have approved the amendment. Except as provided in Section 15, the percentage of interest in the Common Areas and Facilities of each Unit as expressed in this Declaration shall not be altered except by an amendment unanimously approved by all affected Unit Owners. An amendment shall not be binding upon a first mortgagee if the consent of the mortgagee is required under any provision of this Declaration and that consent is not obtained. No mortgagee's consent shall be required for any amendment made pursuant to Section 15. The consents shall be retained by the Association's Secretary. Certification by the President or Secretary of the Association in the instrument of amendment as to the consent or non-consent of Declarant and as to the names of the consenting and non-consenting mortgagees of the various Units shall be sufficient for reliance by the general public. If less than the requisite number of mortgagees consent to an amendment, the amendment shall nevertheless be valid as among the Unit Owners, provided that the

rights of the Declarant or of a non-consenting mortgagee shall not be derogated. No provision in this Declaration or in the Bylaws may be changed, modified or rescinded, if the change, modification or rescission would conflict with the provisions of the Condominium Act. Any amendment to the Declaration by which any change is effected in the Bylaws or Drawings, including any amendment to add Additional Property or an improvement to the Condominium Property, shall, when filed, have attached a true copy of the change in the Bylaws or Drawings.

If there is any Unit Owner other than Declarant, this Declaration shall not be amended to increase the scope or period of control by Declarant.

#### SECTION 17. REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS

The violation of any covenant, restriction or provision contained in this Declaration or in the Bylaws, or of any Rule or Regulation issued by the Board, or of any management contract or other document establishing ownership or control over any part of the Condominium Property, shall give the Board of Managers the right, to the maximum extent permitted by laws (i) to enter upon the land or Unit, or the portion upon which such violation or breach exists, and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that exists in violation of any those provisions, and the Board of Managers, or its agents, shall not be deemed guilty in any manner of trespass by such action; provided, however, that judicial proceedings shall be instituted before any items of construction are altered or demolished; (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; (iii) to withdraw privileges with respect to the use of the Common Areas and Facilities that are recreational in nature by any defaulting Unit Owner and his or her Occupants; (iv) to recover sums due or for damages; (v) to levy fines; or (vi) in case of flagrant or repeated violation by a Unit Owner or his or her Occupants, to require the Unit Owner to give sufficient surety or sureties for his or her Occupant's future compliance. A default by any Occupant shall be attributed to the Unit Owner of the Unit occupied by the Occupant.

All fines described above and any and all expenses incurred by the Association in enforcing any of the terms and provisions of the condominium instruments described above, including reasonable attorney's fees to the extent permitted by Ohio law, may be levied as an individual Unit assessment against the Unit Owner in question and his or her Unit.

Any action brought by the Association under this Section may be brought in its own name, in the name of its Board of Managers or in the name of its managing agent.



Nothing contained above shall be deemed to limit the rights (whether at common law, under the Condominium Act or otherwise) of the Board of Managers, a Unit Owner or other interested party, to seek damages, injunctive relief or other redress against another Unit Owner or Occupant who fails or refuses to comply, or threatens to refuse to comply, with any of the foregoing provisions.

#### SECTION 18. MISCELLANEOUS PROVISIONS

18.1 Covenants Running with the Land. Each grantee of any portion of the Condominium Property, by the acceptance of a deed or other instrument of conveyance, accepts the same subject to all easements, agreements, obligations, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and by all Exhibits to this Declaration. All rights, benefits and privileges of every character granted, created, reserved or declared by this Declaration and its Exhibits, and all impositions and obligations imposed by such instruments shall be covenants running with the land, and shall bind any party having at any time any interest or estate in any portion of the Condominium Property, and shall inure to the benefit of that party in like manner as though the provisions of the Declaration and of all attached Exhibits were recited at length in each deed of conveyance or other instrument creating that party's interest or estate.

18.2 No Waiver. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration and/or in any Exhibits 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 that may occur.

18.3 Partial Invalidity. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration and/or of any portion of any Exhibit, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and/or of the Exhibits.

18.4 Limitations on Declarant's Reserved Rights. Declarant will assume the rights and obligations of a Unit Owner in its capacity as Unit Owner of Units completed but not yet sold, including, but not limited to, the obligation to pay Common Expenses attaching to such Unit from the date the Declaration or amendment adding Units to the Condominium is filed for record. Except in its capacity as a Unit Owner of unsold completed Units, and except for the rights reserved in Section 12.7, Declarant will not retain a property interest in any of the Common Areas and Facilities after control of the Condominium development is assumed by the Unit Owners other than the Declarant.

18.5 Headings. The headings to each Section of this Declaration 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.

18.6 Number and Gender. Where the context of this Declaration requires, the singular shall include the plural and vice versa, and masculine, feminine, and/or neuter terminology shall include the neuter, feminine, and/or masculine.

18.7 Perpetuities; Restraints on Alienation. If an option, privilege, covenant or right created by the Declaration or Bylaws shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rule imposing time limits, then that provision shall continue only until 20 years after the death of the last survivor of George Bush or Dan Quayle and their now living descendants.

18.8 Neither Declarant nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority granted or delegated to it by or pursuant to this Declaration or the Bylaws attached hereto or in Declarant's (or their representative's) capacity as owner, manager or seller of the Condominium Property or any part thereof, whether or not such claim (i) shall be asserted by a 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 intentional torts or gross negligence) ex delictu. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function or disrepair and of any utility services (heat, air conditions, electricity, gas, water, sewage, etc.). None of the foregoing provisions of this Section 18.8 shall, however, relieve or release Declarant from any obligations undertaken by it for the benefit of purchasers of Units to make and pay for repairs, renewals, alterations, replacements and improvements of the Condominium Property.

18.9 Declarant reserves unto itself the right to make corrections or changes in this Declaration, or any of the Exhibits attached thereto that arise due to typographical mistakes or scrivener errors. Said changes may be made by Declarant despite the fact it does not own 75% of the interest of the voting power of the Association but shall only be done if said changes do not

materially affect the ownership interest of anyone else. Said changes shall otherwise be in accordance with Section 16 of this Declaration.

SIGNED this November 3, 1992.

Signed and Acknowledged  
in the Presence of:

Judith L. Johnson  
Connie J. Harold

RIC Developers, Inc.

By Joseph O. Wesley, President  
Joseph O. Wesley, President

Sworn to and subscribed in my presence this 3d day of  
November, 1992.

Patrick J. McIntyre  
Notary Public

PATRICK J. MCINTYRE, Attorney  
NOTARY PUBLIC - STATE OF OHIO  
My commission expires on \_\_\_\_\_ date.  
Section 147.03, R.C.

This instrument prepared by:

Patrick J. McIntyre  
Seeley, Savidge & Aussem Co., L.P.A.  
800 Bank One Center  
600 Superior Avenue, E.  
Cleveland, Ohio 44114-2655  
(216) 566-8200

Condo2, Par  
110292

EXHIBIT A

Sublots 1-A and 1-B as depicted on that certain plat filed in the real estate records of Portage County on October 30, 1992, Plat No. 92-47, in the Office of the Recorder of Portage County, Ohio, along with that portion of Sublot 1-E as depicted on said plat and containing 3.5579 acres, which portion is captioned "designated permanent open space easement" on said plat.

RECEIVED FOR RECORD  
TAX MAP DEPT.

BY TS DATE 11-3-92

*DMW*

13253

RECEIVED FOR RECORD  
Nov 3 1992  
At 3:25 o'clock P.M.  
Recorded Nov 14 1992  
in Portage County Records  
Of Deeds  
Vol. 1137 Page 1276-730  
HELEN M. FREDERICK  
PORTAGE COUNTY RECORDER  
Fee 117.00

INDEXED

TRANSFERRED  
SEC. 319.54 (F-2)  
SEC. 319.54 see plat for fee  
NOV 03 1992  
*Victor Bisella*  
PORTAGE COUNTY AUDITOR

*McHee*

IN RE PLAT 92-49

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EXHIBIT A-1

1. Sublot 1-D as depicted on that certain plat filed in the real estate records of Portage County on October 30, 1992, Plat No. 92-47, in the Office of the Recorder of Portage County, Ohio, along with that portion of Sublot 1-E as depicted on said plat and containing .9441 acres, which portion is not included with that portion of Sublot 1-E that is captioned "designated permanent open space easement" on said plat.
2. Situated in the State of Ohio, County of Portage, Township of Ravenna, and being part of Lots 3 and 42, being a parcel of land now or formerly in the name of Western Mortgage Investors as recorded in Deed Volume 0993, Page 009 of the Portage County Deed Records, and more fully bounded and described as follows:

Commencing for reference at the intersection of the southerly line of said Lot 42 and the centerline of Lakewood Road (C.H. 151-E, 60 feet wide); thence North 11 degrees 09 minutes 59 seconds East, along the centerline of Lakewood Road, and passing over a 1-inch iron pin in a monument box at 36.86 feet, a distance of 217.22 feet to a PK (masonry) nail set at The True Place of Beginning of the parcel herein being described:

- 1) Thence, continuing North 11 degrees 09 minutes 59 seconds East, along the centerline of Lakewood Road, a distance of 230.02 feet to a PK (masonry) nail set at an angle point;
- 2) Thence, North 03 degrees 08 minutes 49 seconds East, continuing along the centerline of Lakewood Road, a distance of 219.60 feet to a PK (masonry) nail set;
- 3) Thence, South 83 degrees 59 minutes 43 seconds East, along the southerly lines of parcels of land now or formerly in the name of John F. Nowak (Vol. 1044, Pg. 957), Francis J. Nowak (Vol. 825, Pg. 289), and Francis J. and Patricia A. Nowak (Vol. 914, Pg. 5), and passing over a 3/4-inch pipe found at 30.04 feet, a distance of 430.96 feet to a 3/4-inch pipe found;
- 4) Thence, North 05 degrees 59 minutes 56 seconds East, along the easterly line of said Francis J. and Patricia A. Nowak parcel (Vol. 914, Pg. 5), a distance of 485.40 feet to a 1/2-inch pipe found;
- 5) Thence North 80 degrees 08 minutes 21 seconds East, along a southeasterly line of said Nowak parcel (Vol. 914, Pg. 5), a distance of 459.75 feet to a 1/2-inch pipe found;

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Exhibit A-1  
continued

- 6) Thence, North 05 degrees 53 minutes 57 seconds East, along an easterly line of said Nowak parcel (Vol. 914, Pg. 5), a distance of 210.60 feet to a 5/8-inch rebar with ID cap set;
- 7) Thence, North 84 degrees 02 minutes 10 seconds West, along the northerly line of said Nowak parcel (Vol. 914, Pg. 5), a distance of 472.38 feet to a 5/8-inch rebar with ID cap set;
- 8) Thence, North 05 degrees 57 minutes 50 seconds East, along an easterly line of a parcel of land now or formerly in the name of Francis J. and Patricia A. Nowak as recorded in Deed Volume 899, Page 422, and Deed Volume 914, Page 5, a distance of 610.76 feet to a 3/4-inch pipe found;
- 9) Thence, South 80 degrees 53 minutes 58 seconds East, along the southerly lines of parcels of land now or formerly in the name of Ronald D. and Becky L. Baker as recorded in Deed Volume 979, Page 733, and M.R. Baker and M.C. Kester, a distance of 623.12 feet to a 3/4-inch pipe found;
- 10) Thence, South 79 degrees 01 minutes 14 seconds East, along the southerly line of a parcel of land now or formerly in the name of David G. Fesamyer as recorded in Deed Volume 1014, Page 537, a distance of 418.86 feet to a 1/2-inch pipe found;
- 11) Thence, South 77 degrees 08 minutes 28 seconds East, along the southerly lines of parcels of land now or formerly in the name of Roger D. Bennett (Vol. 1040, Pg. 232), Margery Troxell (Vol. 1042, Pg. 692), and Garrie W. and Linda Try (Vol. 917, Pg. 223), a distance of 602.39 feet to a 3/4-inch pipe found;
- 12) Thence, North 06 degrees 49 minutes 47 seconds East, along the easterly line of said Try parcel (Vol. 917, Pg. 223), and passing over an axle found at 135.85 feet, a distance of 155.70 feet to a point in the center of Breckneck Creek;
- 13) Thence, along the center of Breakneck Creek, the following courses:
  - a) North 31 degrees 47 minutes 47 seconds East, a distance of 176.05 feet to a point;
  - b) South 56 degrees 01 minutes 13 seconds East, a distance of 122.12 feet to a point;
  - c) South 86 degrees 32 minutes 13 seconds East, a distance of 83.43 feet to a point;

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Exhibit A-1  
continued

- d) South 46 degrees 51 minutes 30 seconds East, a distance of 144.48 feet to a point;
- e) South 54 degrees 28 minutes 08 seconds East, a distance of 195.20 feet to a point;
- f) South 06 degrees 37 minutes 28 seconds West, a distance of 200.00 feet to a point;
- g) South 64 degrees 27 minutes 14 seconds East, a distance of 146.78 feet to a point;
- h) North 10 degrees 37 minutes 26 seconds East, a distance of 160.00 feet to a point;
- i) South 82 degrees 35 minutes 53 seconds East, a distance of 77.35 feet to a point;
- j) South 03 degrees 11 minutes 45 seconds East, a distance of 142.23 feet to a point;
- k) South 46 degrees 50 minutes 15 seconds East, a distance of 130.18 feet to a point;
- l) South 73 degrees 54 minutes 35 seconds East, a distance of 68.68 feet to a point;
- m) South 37 degrees 39 minutes 55 seconds East, a distance of 111.21 feet to a point;
- n) South 46 degrees 43 minutes 55 seconds East, a distance of 183.93 feet to a point;
- o) South 15 degrees 52 minutes 15 seconds West, a distance of 76.92 feet to a point;
- p) South 76 degrees 53 minutes 45 seconds West, a distance of 61.61 feet to a point;
- q) North 78 degrees 18 minutes 45 seconds West, a distance of 257.31 feet to a point;
- r) South 54 degrees 40 minutes 45 seconds West, a distance of 105.44 feet to a point;
- s) South 07 degrees 52 minutes 55 seconds East, a distance of 72.69 feet to a point;
- t) South 32 degrees 06 minutes 55 seconds East, a distance of 216.13 feet to a point;
- u) South 87 degrees 30 minutes 25 seconds East, a distance of 93.09 feet to a point;

Exhibit A-1  
continued

- v) South 37 degrees 42 minutes 25 seconds East, a distance of 304.59 feet to a point;
  - w) South 34 degrees 35 minutes 45 seconds East, a distance of 40.90 feet to a point;
  - x) South 63 degrees 29 minutes 45 seconds East, a distance of 61.60 feet to a point;
  - y) South 68 degrees 59 minutes 45 seconds East, a distance of 76.10 feet to a point;
  - z) South 35 degrees 23 minutes 45 seconds East, a distance of 35.80 feet to a point;
  - aa) South 19 degrees 01 minutes 15 seconds West, a distance of 46.90 feet to a point;
  - bb) South 24 degrees 59 minutes 15 seconds West, a distance of 48.80 feet to a point;
  - cc) South 79 degrees 16 minutes 15 seconds West, a distance of 30.00 feet to a point;
  - dd) North 85 degrees 04 minutes 45 seconds West, a distance of 49.50 feet to a point;
  - ee) South 68 degrees 32 minutes 15 seconds West, a distance of 69.77 feet to a point;
  - ff) South 50 degrees 24 minutes 15 seconds West, a distance of 158.46 feet to a point;
  - gg) South 29 degrees 28 minutes 25 seconds West, a distance of 213.59 feet to a point; and
  - hh) South 65 degrees 15 minutes 35 seconds West, a distance of 121.08 feet to a point;
- 14) Thence, North 78 degrees 16 minutes 07 seconds West, along the northerly line of a parcel of land now or formerly in the name of Walter L. Sprafka as recorded in Deed Volume 792, Page 329 and Deed Volume 849, Page 465, a distance of 981.09 feet to a 1/2-inch pipe found;
- 15) Thence, South 07 degrees 13 minutes 53 seconds West, along the westerly line of said Sprafka parcel, a distance of 300.98 feet to a 1-inch pipe found;
- 16) Thence, North 86 degrees 12 minutes 52 seconds West, along a northerly line of a parcel of land now or formerly in the name of Ralph C. and Lois P. Wise, Trustee, as recorded in Deed Volume 723, Page 115, distance of 1633.58 feet to a point (a 1/2-inch pipe was



Exhibit A-1  
continued

found South 11 degrees 31 minutes 12 seconds West, at a distance of 0.11 feet);

- 17) Thence North 11 degrees 31 minutes 12 seconds East, along the easterly line of a parcel of land now or formerly in the name of Ralph J. and Margaret E. Rhinehart as recorded in Deed Volume 1010, Page 529, a distance of 177.58 feet to a 3/4-inch pipe found;
- 18) Thence, North 85 degrees 48 minutes 38 seconds West, along the northerly line of said Rhinehart parcel, and passing over a 1/2-inch pipe found at 380.61 feet, a distance of 410.85 feet to the true place of beginning, and containing 115.027 acres of land of which 13.682 acres are in Lot 3, and 101.345 acres are in Lot 42, as surveyed in February of 1992 under the supervision of Robert A. Dorner, Registered Professional Surveyor #6943 of Campbell & Associates, Inc.

Subject to legal highways and all easements, agreements, rights, covenants, restrictions, and conditions of record.

The basis of bearings for this survey is North 86 degrees 12 minutes 52 seconds West, as the most southerly line of property in the name of Western Mortgage Investors, as evidenced by monuments found, the same bearing as shown in Deed Volume 993, Page 9, of the Portage County Deed Records.

3. Beginning at an iron pipe found at the northwest corner of Sublot No. 1 in the Wise Hill Estates Subdivision as the same is numbered, platted and recorded in Portage County Plat Book No. 30, Page 9.

Thence along a line which is an extension of the northerly line of the said Wise Hill Estates N 86° -38' -55"W a distance of 60.04 feet to an iron pipe set and the true place of beginning for this parcel of land; this true place of beginning is also situated in the westerly line of lands now or formerly owned by Western Mortgage Investors (990/799); thence the following four courses and distances intending to follow said westerly line;

- 1) S 01° -10' -14"W a distance of 260.89 feet to an iron pipe set at the PC of a curve;
- 2) Thence along the arc of a curve deflecting to the right a distance of 42.40 feet to an iron pipe set in the northerly line of Summit Road CH 148, 66' wide, at the PT of said curve; said curve has a radius of 25.00 feet, a central angle of 97 degrees, 9 minutes and 46 seconds, a chord distance of 37.49 feet which bears S 49° -45' 7"W;
- 3) Thence along the tangent line of said curve S 81° -40'E a distance of 28.34 feet to a point;

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Exhibit A-1  
continued

- 4) Thence S 01° -10' 14"W a distance of 33.26 feet to a point in the centerline of Summit Road CH 148;
- Thence along the centerline of Summit Road N 81° -40'W a distance of 102.83 feet to a point;
- Thence N 01° 010' -14"E a distance of 313.56 feet to an iron pipe set and passing over an iron pipe set at a distance of 33.26 feet;
- Thence S 86° -38' -55"E a distance of 102.10 feet to the true place of beginning and containing 0.741 acres of land be the same more or less but subject to all legal highways as surveyed in August, 1988, by Don Trocchio Registered Surveyor No. 6445.
4. Beginning at an iron pipe found at the northwest corner of Sublot No. 1 in the Wise Hill Estates Subdivision as the same is numbered, platted and recorded in Portage County Plat Book No. 30., Page 9;
- Thence along a line which is an extension of the northerly line of said Wise Hill Estates N 86° -38' -55"W a distance of 162.14 feet to an iron pipe set and the true place of beginning for this parcel of land;
- Thence S 01° -10' -14"W a distance of 313.56 feet to a point in the centerline of Summit Road CH 148, 66' wide, and passing over an iron pipe set at a distance of 33.26 feet from said point;
- Thence along the center line of Summit Road N 81° 040'W a distance of 102.83 feet to a point;
- Thence N 01° -10' 14"E a distance of 304.62 feet to an iron pipe set and passing over an iron pipe set at a distance of 33.26 feet;
- Thence S 86° -38' -55" E a distance of 102.10 feet to the true place of beginning and containing 0.724 acres of land be the same more or less but subject to all legal highways as surveyed in August, 1988, by Don Trocchio Registered Surveyor No. 6445.
5. Beginning at an iron pipe found at the northwest corner of Sublot No. 1, in the Wise Hill Estates Subdivision as the same is numbered, platted and recorded in Portage County Plat Book No. 30, Page 9;
- Thence along a line which is an extension of the northerly line of the said Wise Hill Estates N 86° -38' -55"W a distance of 264.24 feet to an iron pipe set and the true place of beginning for this parcel of land;

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Exhibit A-1  
continued

Thence S 01° -10' 14"W a distance of 304.62 feet to a point in the centerline of Summit Road CH 148, 66' wide, and passing over an iron pipe set at a distance of 33.26 feet from said point;

Thence along the centerline of Summit Road N 81° -40'W a distance of 102.83 feet to a point;

Thence N 01° -10' 14"E a distance of 295.68 feet to an iron pipe set and passing over an iron pipe set at a distance of 33.26 feet;

Thence S 86° -38' 55"E a distance of 102.10 feet to the true place of beginning and containing 0.7033 acres of land be the same more or less but subject to all legal highways as surveyed in August, 1988, by Don Trocchio Registered Surveyor No. 6445.

6. Beginning at an iron pipe found at the northwest corner of Sublot No. 1 in Wise Hill Estates Subdivision as the same is numbered, platted and recorded in Portage County Plat Book No. 30, Page 9;

Thence along a line which is an extension of the northerly line of the said Wise Hill Estates N 86° -38' -55"W a distance of 366.34 feet to an iron pipe set and the true place of beginning for this parcel of land;

Thence S 01° -10' -14"W a distance of 295.68 feet to a point in the centerline of Summit Road CH 148, 66' feet wide, and passing over an iron pipe set at a distance of 33.26 feet from said point;

Thence along the centerline of Summit Road N 81° -40'W a distance of 102.83 feet to a point:

Thence N 01° -10' 14"E a distance of 286.75 feet to an iron pipe set and passing over an iron pipe set at a distance of 33.26 feet;

Thence S 86° -38' -55"E a distance of 102.10 feet to the true place of beginning and containing 0.682 acres of land be the same more or less but subject to all legal highways as surveyed in August, 1988, by Don Trocchio Registered Surveyor No. 6445.

EXHIBIT B

BYLAWS OF CONDOMINIUM ASSOCIATION

Westwood Village Condominium Association (the "Association") is to govern and manage the Condominium Property of Westwood Village Homes, a planned condominium development, in Ravenna, Ohio. These Bylaws of the Association (the "Bylaws") supplement the Declaration of Condominium Ownership of Westwood Village Homes, a planned condominium development (the "Declaration"), by providing the Association with procedures to use in governing and managing the Condominium Property. Anyone who owns, rents, occupies or uses any Unit or the Common Areas and Facilities is subject to the Declaration, the Bylaws and any rules and regulations (the "Rules and Regulations") that may be adopted by the Association's Board of Managers. As required by Section 5311.06 of the Ohio Revised Code, a true copy of these Bylaws has been or will be attached as an Exhibit to the Declaration which has been or will be filed with the county recorder and county auditor. Terms used in these Bylaws which begin with capital letters and are not otherwise defined shall have the meanings set forth in the Declaration.

SECTION 1. ASSOCIATION NAME AND NATURE

The name of the Association shall be Westwood Village Condominium Association. The Association shall be an Ohio corporation, not-for-profit.

SECTION 2. UNIT OWNERS (MEMBERS)

2.1 Composition. Each person owning a fee simple interest in a Unit ("Unit Owner") is a member of the Association.

2.2 Voting.

2.2.1 Voting Rights. The Unit Owner(s) of each Unit shall be entitled one vote per Unit, regardless of such Unit's percentage of interest in the Common Areas and Facilities of the Condominium, except that the Association shall not be entitled to a vote for any Unit to which it or its agent, designee or nominee holds title.

The "voting power of all Unit Owners" at any given time shall be the total number of votes for all Units other than Units to which the Association or the Association's agent, designee or nominee then holds title.

Only Unit Owners in good standing shall be entitled to vote, whether personally or by proxy, at an annual or special meeting of Unit Owners or through an action by Unit Owners without a meeting under Section 2.8. A Unit Owner shall be in good standing if, three (3) days before the meeting or action-circulation date, the Unit Owner (i) has paid all assessments and any interest, costs,

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penalties, other expenses chargeable to the Unit Owner and/or against his or her Unit(s), and (ii) is not in default in the performance of any other obligation as a Unit Owner.

Unless otherwise expressly set forth by law, the Declaration or the By-laws, the affirmative vote of a majority of the voting power of the Unit Owners voting at a meeting of Unit Owners shall be sufficient to determine any matter, provided that the quorum requirement is met at the time of completion of that vote.

2.2.2 Proxies. Unit Owners may vote or act in person or by proxy. The person designated as a proxy need not be a Unit Owner. A Unit Owner shall designate a proxy by written notice to the Board of Managers and, except as otherwise provided in the Declaration or the Bylaws, may revoke the designation at any time by written notice to the Board of Managers. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering a Unit, the presentation to the Board of Managers of a copy of the mortgage containing the proxy designation shall be notice of that designation, and if the mortgage so states, of the irrevocability of that designation. Written notice to the Board of Managers or in a meeting of the revocation of a proxy designation shall not affect any vote or act taken prior to such notice.

2.3 Annual Meeting. Each year, the Board of Managers shall specify the date, time and place for the annual meeting of Unit Owners, which shall be held in the month of June. The purpose of the annual meeting shall be to elect the Board of Managers, to consider reports to be presented before the meeting and to transact any other business that may properly be brought before the meeting.

2.4 Special Meetings. Special meetings of Unit Owners may be called at any time by the President or by the Board of Managers. Special meetings shall also be called by the President upon written request, delivered to the President in person or by certified mail, of Unit Owners having at least 25% of voting power of all Unit Owners. Upon receipt of this request, the President shall immediately cause written notice to be given of a meeting to be held on a date not less than seven (7) or more than thirty (30) days after receipt of this request. If a written notice is not given within ten (10) days after the delivery of the request, the Unit Owners making the request may call the meeting and give written notice of it.

2.5 Notice of Meetings. Written notice shall be given not less than seven (7) nor more than thirty (30) days before every meeting of the Unit Owners. The Secretary or other person(s) required or permitted by these Bylaws to give notice shall give written notice to each Unit Owner of record as of the day on which notice is given.

Notice of a meeting of Unit Owners shall specify the date, time and place of the meeting, and shall specify the purpose(s) of a special meeting. Notice of the date, time, place and purpose(s) of any meeting of Unit Owners may be waived by any Unit Owner, before or after the meeting, by a writing filed with the records of the Association. The attendance of any Unit Owner at any meeting without protesting, before or at the beginning of the meeting, the lack of proper notice shall be deemed a waiver by the Unit Owner of notice of the meeting.

**2.6 Quorum; Adjournment.** Except as may be otherwise provided by law or by the Declaration, there shall be a quorum at any meeting of Unit Owners at which Unit Owners who hold 51% of the total voting power of all Unit Owners in good standing are present, in person or by proxy (regardless of the percentage of interest in the Common Areas and Facilities represented by the Unit Owners present in person or by proxy). For a vote on any matter to be valid, the quorum requirement must be met at the time of completion of that vote. Whether or not a quorum is present, the Unit Owners entitled to exercise a majority of the voting power represented at a meeting of Unit Owners may adjourn the meeting. Notice of the adjournment need not be given if the time and place to which the meeting is adjourned are fixed and announced at the meeting.

**2.7 Order of Business at Regular Meetings.** The order of business at all regular meetings of Unit Owners shall be as follows:

- 1) Calling of meeting to order;
- 2) Roll-call; determination of whether there is a quorum;
- 3) Proof of notice of meeting or waiver of notice;
- 4) Reading of minutes of preceding meeting;
- 5) Reports of officers;
- 6) Reports of Committees;
- 7) Election of Managers (when appropriate);
- 8) Unfinished and/or old business;
- 9) New business;
- 10) Adjournment.

**2.8 Order of Business at Special Meetings.** The business at each special meeting shall be that business specified in the notice thereof.

**2.9 Action Without a Meeting.** Any action that may be taken at a meeting of Unit Owners may be taken without a meeting in writing or writings signed by not less than a majority of Unit Owners in good standing, which writing(s) shall be filed with the records of the Association. The date on which a writing begins circulation among Unit Owners shall be the "action-circulation date."

### SECTION 3. BOARD OF MANAGERS

3.1 Number; Qualification; Compensation. There shall be three (3) members ("Managers") of the Board of Managers (the "Board"). A Manager appointed by the Declarant need not be a Unit Owner. A Manager elected by Unit Owners shall be a Unit Owner, except that if a Unit Owner is a corporation, partnership, joint venture or other entity, the Unit Owners may elect as a Manager an officer, partner, joint venture or like individual affiliated with that Unit Owner. Managers shall serve without compensation.

#### 3.2 Authority to Appoint and to Elect Managers.

##### 3.2.1 Development Period.

3.2.1.1 Initially, the Managers shall be the persons appointed by the Declarant from time to time.

3.2.1.2 Not later than the time when Declarant has sold Units to which 25% of the undivided interest in the Common Areas and Facilities appertain, the Unit Owners shall meet, and the Unit Owners other than Declarant shall elect not less than 25% of the members of the Board of Managers.

3.2.1.3 Not later than the time when Declarant has sold Units to which 50% of the undivided interest in the Common Areas and Facilities appertain, the Unit Owners shall meet, and the Unit Owners other than Declarant shall elect not less than 33 1/3% of the members of the Board of Managers.

3.2.1.4 Within thirty (30) days after the earlier of (a) the date which is five years from the date of establishment of the Association, and (b) the date which is thirty (30) days after the Declarant's sale and conveyance, to purchasers in good faith for value, of Units to which appertain 75% of the undivided interests in the Common Areas and Facilities, a meeting of the Unit Owners shall be held, and the Unit Owners shall elect all Managers (the "Development Period Special Meeting"). The persons so elected shall take office upon election. At the Development Period Special Meeting, the Declarant shall turn over to the Board of Managers correct and complete books and records of account as required under Section 5311.09 of the Ohio Revised Code.

3.2.1.5 When computing percentage interests for purposes of this Section 3.2.1, the percentage of interest in the Common Areas and Facilities shall be determined by comparing the number of Units sold and conveyed to the maximum number of Units that may be created as set forth in Section 15.2.4 of the Declaration.

3.2.2 Post Development Period. After the Development Period Special Meeting, the Unit Owners shall elect the Managers at the annual meetings of Unit Owners.

3.3 Term. A Manager appointed by Declarant shall serve until Declarant removes the Manager, the Manager dies or resigns, or a successor is elected by the Unit Owners as provided in Section 3.2.1.

The Managers elected by the Unit Owners at the Development Period Special Meeting shall be elected to staggered terms of the following lengths: two (2) Managers(s) shall be elected to a one-year term, and one (1) Manager shall be elected to a two-year term.

Each Manager elected by the Unit Owners after the Development Period Special Meeting shall serve for a three-year term until the next annual meeting of Unit Owners and until a successor is elected, or until the Manager's earlier resignation, removal from office, or death.

A Manager may be reelected or reappointed for additional terms.

3.4 Nominations; Election Procedure. Nominations shall be made from the floor at any meeting of Unit Owners under Section 3.2.1 or at an annual meeting of Unit Owners.

Election shall be by written secret ballot whenever requested by any Unit Owner; but unless such request is made, the election may be conducted in any manner approved at such meeting. The Unit Owner(s) of each Unit may cast, in respect to each vacancy, the vote to which that Unit is entitled under the Declaration and the Bylaws. The person receiving the largest number of votes for each vacancy shall be elected to fill that vacancy. Tie votes shall be decided by a coin flip. Cumulative voting shall not be permitted.

3.5 Resignation; Removal; Vacancies. A Manager may resign at any time by oral statement made at a meeting of the Board or by written notice to the Secretary. The resignation shall take effect immediately or at the time specified by the resigning Manager.

A Manager appointed by Declarant may be removed by Declarant at any time, with or without cause. An elected Manager whose removal has been proposed by a Unit Owner shall be given an opportunity to speak at an annual or special meeting of Unit Owners, after which that Manager may be removed, with or without cause, by the vote of Unit Owners entitled to exercise at least a majority of the voting power of all Unit Owners in good standing.

If a vacancy is created because of resignation, removal or death, a successor shall be appointed or elected to serve for the unexpired term of the departed Manager. Declarant shall appoint a successor for any appointed Manager, and the Unit Owners shall elect a successor for any elected Manager using the procedure set forth in Section 3.4, at an annual meeting of Unit Owners or at any



special meeting of the Unit Owners called for the purpose of filling this vacancy.

3.6 Organizational Meeting. Promptly after each annual meeting of Unit Owners, the Board shall hold a meeting to elect officers and transact any other business which may properly be brought before the meeting.

3.7 Regular Meetings. Regular meetings of the Board shall be held quarterly, unless waived, on the date and at the time and place fixed from time to time by the Board.

3.8 Special Meetings. Special meetings of the Board may be held at any time when called by the President or any two Managers.

3.9 Notice of Meetings; Attendance by Unit Owners. Notice of the date, time and place of organizational, regular and special meetings of the Board shall be given to each Manager by personal delivery, mail, telegram or telephone at least two days before the meeting. The notice need not specify the purpose(s) of any meeting. Notice of the date, time and place of any meeting may be waived by a Manager, before or after the meeting, by a writing filed with or entered upon the records of the meeting. Attendance of a Manager at any meeting without protesting, before or at the beginning of the meeting, the lack of proper notice, shall be deemed a waiver by the Manager of notice of the meeting.

All meetings of the Board shall be open to all Unit Owners. Adequate notice of all meetings shall be posted conspicuously on the Condominium property at least forty-eight (48) hours before meetings of the Board except in case of emergency. However, non-Manager Unit Owners may not participate in the meeting unless given permission to do so by the President or other officer of the Association who is presiding at the meeting. A non-Manager may not vote at a meeting of the Board.

3.10 Quorum; Adjournment. A majority of the Managers then in office shall constitute a quorum for any meeting, provided that the quorum requirement must be met at the time of completion of a vote on any matter for that vote to be valid. Whether or not a quorum is present, a majority of the Managers present at a meeting may adjourn that meeting. Notice of adjournment need not be given if the time and place to which the meeting is adjourned are fixed and announced at the meeting.

3.11 Voting Power. At any meeting of the Board at which a quorum is present, all matters shall be determined by a majority vote of those voting on the matter, except as may be otherwise expressly provided in the Declaration or these Bylaws. The President may cast an additional vote to break a tie vote on any matter.

3.12 Action by Board Without a Meeting. Any action that may be taken at a meeting of the Board may be taken without a meeting in a writing or writings signed by all the Managers, which writing(s) shall be filed with Board records.

3.13 Compensation. The Managers shall not receive any salary or compensation for their services but any Manager may have dealings with the Association in any other capacity and receive compensation therefor.

3.14 Regulations. For the government of its actions, the Board may adopt such Regulations as they deem appropriate, consistent with the Declaration and these By-Laws.

3.15 General Powers and Duties. Except as otherwise provided by law, the Declaration or these By-Laws, all power and authority of the Association shall be exercised by the Board. The Board shall be responsible for the maintenance, repair and replacement of the Common Areas and Facilities. In carrying out the purposes of the Association and subject to the limitations prescribed by law, the Declaration or these By-Laws, the Board, for and on behalf of the Association, may:

- (a) Purchase or otherwise acquire, lease, hold, use, lease as lessor, sell, exchange, transfer, and dispose of property of any description or of any interest therein;
- (b) make contracts;
- (c) effect insurance;
- (d) borrow money, and issue, sell, and pledge notes, bonds, and other evidences of indebtedness of the Association provided that for any such borrowing in excess of \$10,000.00 the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association shall be obtained at a special meeting duly held for such purpose;
- (e) levy assessments against Unit Owners;
- (f) employ a managing agent to perform such duties and services as the Board may authorize; and
- (g) do all things permitted by law and exercise all power and authority within the purposes stated in the Declaration or incidental thereto.

#### SECTION 4. OFFICERS

4.1 Offices; Qualification. The Association shall have a President, Vice President, Secretary and Treasurer. The Board may

create other offices from time to time. The President and the Vice President shall be Managers; any other officer need not be a Manager but shall be a Unit Owner. Any two of such offices, other than those of President and Vice President, may be held by the same person, but no officer shall execute an instrument in more than one capacity if the signatures of two or more officers are required by law, the Association's Articles of Incorporation, the Declaration or the Bylaws. Officers shall serve without compensation.

4.2 Election. The Board shall elect the officers at the organizational meeting, or at the Development Period Special Meeting, and the persons so elected shall take office upon election.

4.3 Term. An officer shall serve for a one-year term and until a successor is elected, or until the officer's earlier resignation, removal from office or death. An officer may be reelected for additional terms.

4.4 Removal; Resignation; Vacancies. The Board may remove any officer at any time, with or without cause. Any officer may resign at any time by oral statement made at a meeting of the Board or by written notice delivered to the Secretary. The resignation shall take effect immediately or at the time specified by the resigning officer. Any vacancy in any office may be filled by the Board.

4.5 Powers and Duties. The powers and duties of officers shall be as the Board may determine from time to time. Unless the Board determines otherwise, the following officers shall have the powers and duties set forth below.

4.5.1 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of Unit Owners and at all meetings of the Board. The President may sign all legal instruments authorized by and on behalf of the Association.

4.5.2 Vice President. The Vice President shall perform the duties of the President whenever the President is absent, or is unable or unwilling to act, as determined by the Board. When so acting in the place of the President, the Vice President shall have all the power of the President and authority to sign all legal instruments coordinate with like authority of the President.

4.5.3 Secretary. The Secretary shall record the votes and keep the minutes of meetings of Unit Owners and of the Board, shall give notice of meetings of Unit Owners and of the Board, shall keep current records showing the names and addresses of Unit Owners and their respective percentages of interest in the Common Areas and Facilities and shall give each Unit Owner a copy of any Rules and Regulations or amendments to the same.

4.5.4 Treasurer. The Treasurer shall receive and be responsible for all money, bills, notes and similar property of the Association; shall keep correct and complete books and records of account, specifying the receipts and expenditures relating to the Common Areas and Facilities and other common receipts and expenses, together with records showing the allocation, distribution and collection of the common profits, losses and expenses among and from the Unit Owners; and shall prepare an annual budget and annual statement of income and expenditures to be presented to the Unit Owners at the annual meeting, with a copy to be mailed or delivered in person to each Unit Owner.

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

## SECTION 5. ASSESSMENTS

5.1 Types; Duty to Pay. "Common assessments" shall be assessments charged proportionately against all Units for common purposes, and shall include annual common assessments and common assessments for capital improvements. A Unit's "proportionate share" of a common assessment shall be that Unit's percentage of ownership of Common Areas and Facilities as set forth in the Declaration. "Individual Unit assessments," which are not for common purposes, shall be assessments that are properly chargeable to less than all of the Units.

The Unit Owner(s) of a Unit shall timely pay any assessment chargeable to that Unit.

### 5.2 Common Assessments.

#### 5.2.1 Annual Common Assessments.

5.2.1.1 Development Period. At the closing when a Unit is purchased from Declarant, the Unit Owner(s) shall pay to the Association the sum required by Declarant as the Unit's initial contribution to operating capital.

5.2.1.2 Annual Estimated Budget. By July 1st of each year, the Board shall estimate the cost for the next year of the following Common Expenses, to arrive at an estimated budget: utility and other services for the Common Areas and Facilities, including, but not limited to, sewer assessments, waste removal, electricity, telephone, heat, power, water, landscaping and plantings; the expenses of operating, maintaining, and repairing all portions of the Condominium Property that are the Association's responsibility; casualty insurance, as provided in the Declaration; liability insurance, as provided in the Declaration; bond premiums,

if any, to be paid by the Association; wages and/or fees of anyone employed by the Board, including, but not limited to, a manager for the Condominium Property, maintenance and operations personnel, lawyers, accountants, and other professionals; postage, materials, supplies, and other expenses of administering the Association; any other Common Expenses designated as such in Chapter 5311 of the Ohio Revised Code or in accordance with the Declaration or the Bylaws or that the Board may determine are necessary and/or desirable to maintain the Condominium Property in first-class condition; and an amount, to be determined by the Board, to be deposited in a reserve for contingencies and replacements, deferred maintenance and unexpected and extraordinary expenses (the "Reserve Fund").

5.2.1.3 Proportionate Share; Notice. The Board shall calculate each Unit's proportionate share of the estimated annual budget, thereby establishing the annual common assessment of each Unit.

By July 1st of each year, the Board shall give the Unit Owner(s) for each Unit notice of the annual estimated budget and of that Unit's annual common assessment, which is to be itemized to show the amount allocated to the Reserve Fund and the amount allocated for all other purposes.

5.2.1.4 Monthly Payments. A Unit's annual common assessment shall be payable in equal monthly installments due in advance of the 15th day of each month.

5.2.2 Common Assessments for Capital Improvement. In addition to levying annual common assessments, and to the extent that the Reserve Fund is insufficient, the Board may levy common assessments to construct, structurally alter or replace capital improvements that are a part of the Common Areas and Facilities, provided that funds shall not be assessed for any capital expenditure in excess of \$5,000 without the prior written consent of Unit Owners having at least 51% of the voting power of all Unit Owners.

The Board shall calculate each Unit's proportionate share of a common assessment for capital improvements, and shall give the Unit Owner(s) for each Unit written notice of the proportionate share and of the date(s) on which the assessment is due and payable.

The limitations on expenditures by the Association contained in this subsection shall not apply to repair of Condominium Property due to casualty loss, emergency repairs immediately necessary for the preservation and safety of the Condominium Property, for the safety of persons or to avoid suspension of any necessary services.

5.2.3 Status of Amounts Collected. The amounts collected through common assessments shall be held and expended for the purposes designated in the Declaration and the Bylaws. Except for adjustments reflecting prepaid or delinquent assessments, the amounts collected shall be deemed held for Unit Owners in the proportion of their share of Common Areas and Facilities.

Any amount assessed against a Unit that is allocated to the Reserve Fund shall be a contribution to capital, and shall be designated for that purpose on the Association's books and on any assessment notice. The Board may collect, hold, disburse, or categorize the amounts allocated to the Reserve Fund in any manner necessary to ensure their non-inclusion in the Association's taxable income under the Internal Revenue Code, Treasury Regulations and/or rulings of the Internal Revenue Service.

5.2.4 Common Surplus. If common assessments collected in any given year are in excess of the actual Common Expenses for that year, the Board may either return each Unit's proportionate share of common surplus (as defined in the Condominium Act) or credit it to each Unit's monthly payment(s) for the annual common assessment for the following year.

5.3 Individual Unit Assessments. If the Board satisfies an obligation set forth in Section 6.2 or 6.7 that is properly chargeable to a particular Unit, or otherwise incurs an expense for which an individual Unit assessment may be charged under any other provisions of the Declaration or these Bylaws, the Board shall assess the Unit Owner(s) of the particular Unit(s) for the Association's costs. An individual Unit assessment shall be due and payable on the date determined by the Board, following written notice to the Unit Owner(s) subject to the assessment.

5.4 Common Profits. If there are common profits (as defined in the Condominium Act) in any given year, the Board may either distribute each Unit's proportionate share of the common profits or may credit it as an advance payment of each Unit's monthly payment(s) for the annual common assessment for the following year.

5.5 Common Losses. If, at any time, the Common Expenses exceed the common assessments and the common profits, so that the Association has insufficient funds to meet its obligations, the Board may (1) charge unexpected or extraordinary expenses in a given year against the Reserve Fund, and/or (2) give the Unit Owners written notice of the reasons for the deficiency and of each Unit's proportionate share, and assess the deficiency as the common assessment among the Units, with this assessment to be due and payable either in a single payment or on designated monthly payment dates with the first payment due more than ten (10) days after the date notice is given.

5.6 Effective Date of Assessment. If notice of an assessment is sent ten (10) days before the assessment's due date, the assessment shall be effective on its due date or on the due date of the first installment if the assessment is payable in installments.

5.7 Default; Remedies; Association's Lien. If a Unit Owner is in default for ten (10) days in the payment of any assessment or charge, the Association shall have a lien on his or her interest in a Unit, upon filing the certificate required by the Declaration, for the amount of the overdue assessment and any late charges provided for by the Declaration. The President may bring suit, on behalf of the Board and as the representative of all Unit Owners, to enforce collection and/or to foreclose the lien. The costs of suit, legal interest and reasonable attorney fees fixed by the court shall be added to the amount due and, to the extent permitted by the Declaration and applicable law, shall become, when payable, a lien against the Unit Owner's interest in the Unit. Nothing contained in these Bylaws shall be deemed to limit the rights and remedies reserved to the Association and the Board pursuant to the Declaration.

5.8 Statement of Assessments. Any holder of a mortgage or other lien on a Unit may request in writing a written statement from the Board setting forth the unpaid Common Expenses with respect to the encumbered Unit and, unless the request is complied with within twenty (20) days, the lien for unpaid Common Expenses which become due prior to the date of the request shall be subordinate to the lien of the encumbrance. Any holder of a lien may pay any unpaid Common Expense payable with respect to an encumbered Unit and upon that payment the lienholder shall have a lien on the encumbered Unit for the amount paid at the priority of the lien of encumbrance.

5.9 Board Inaction. The Board's failure to prepare an annual estimated budget or to give timely notice of any assessment shall not release the Unit Owner(s) from the obligation to pay the assessment whenever the amount of the assessment has been determined and written notice has been given.

If the Board's inaction relates to the annual common assessment, the Unit Owners shall make monthly payments of the amount previously due until ten (10) days after receipt of written notice of the actual assessment.

5.10 Security Deposits from Certain Unit Owners. If the equity (fair market value less encumbrances) of any Unit Owner in his or her Unit shall at any time be less than fifteen percent (15%) and such equity shall be in the judgment of the Board insufficient to assure satisfaction (by foreclosure of any lien for unpaid assessments or otherwise) of all past due and future assessments against such Unit Owner, (whether or not such Unit Owner shall be delinquent in the payment of assessments), the Board

may require such Unit Owner to post a security deposit in an amount which the Board deems reasonably necessary for such purpose. Should any Unit Owner thereafter fail to pay any assessments, charges or other sums which may be due the Association hereunder or shall otherwise violate any provisions of Chapter 5311 or any covenant, term or condition of the Declaration or these By-Laws, the Association shall have the right, but not the obligation, to apply such security deposit in reduction of its alleged damages resulting from such failure or violation, which right shall be in addition to all other remedies provided for by law, the Declaration or these By-Laws. Upon any sale by such Unit Owner of his Unit, or at such time as the Board shall deem that such Unit Owner's equity in his Unit is sufficient to dispense with the necessity of maintaining such security deposit, the security deposit remaining to the credit of such Unit Owner shall be refunded, if such Unit Owner shall not then be in default of any obligation under the Declaration or these By-Laws. The Association shall have the right to maintain all security deposits in a single savings account and shall not be required to credit interest to Unit Owners thereon until such time as security deposits are refunded. Such security deposits shall be subject and subordinate to any lien of the Association for unpaid assessments under the Declaration or By-Laws and all rights thereto shall inure to the benefit of the Association.

#### SECTION 6. SPECIFIC BOARD POWERS, DUTIES, AND RESTRICTION

6.1 Payment of Common Expenses. The Board shall pay the Association's Common Expenses.

#### 6.2 Payment of Obligations of Unit Owners.

6.2.1 Taxes. During the first years of the Condominium's existence and until the Units are separately listed for real estate taxes and assessments, the Board may pay real estate taxes and assessments for the Condominium Property when due, calculate each Unit's pro rata share based upon its percentage of interest, assess the pro rata share against each Unit and bill the Unit Owner(s) and require payment at any time prior to the last day for payment of real estate tax bills as designated by the County Auditor.

6.2.2 Discharge of Mechanic's Liens. If the Board determines that a mechanic's lien or other encumbrance levied or filed against all or part of the Condominium Property may be or become a lien against the Condominium Property or against the Common Areas and Facilities, rather than a lien solely against the interest of particular Unit Owner(s), the Board may pay any amount necessary to discharge this mechanic's lien or other encumbrance. This authority shall not limit any statutory provisions relating to the same subject matter.



6.2.3 Maintenance or Repair of Units. If the Board determines that maintenance or repair of any part of the Condominium Property that is the responsibility of any individual Unit Owner(s) is necessary to protect or maintain the structural integrity or aesthetic and/or market value of the Common Areas and Facilities or any portion of a building on the Condominium Property, or to maintain uniformity in the exterior of any buildings or other structures on the Condominium Property, then the Board shall give the responsible Unit Owner(s) written notice of the Board's determination that this maintenance or repair is necessary, and is to be commenced within ten (10) days of giving this notice. If the responsible Unit Owner(s) have not begun this maintenance or repair within ten (10) days, the Board shall procure and pay for the necessary maintenance or repair. Such maintenance or repair shall in all cases be completed within a reasonable amount of time.

6.2.4 Discharge of Miscellaneous Obligations. The Board may pay for other obligations properly chargeable against a particular Unit(s), including, but not limited to, payment for special services under Section 6.7.

6.2.5 Individual Unit Assessment. The Board shall assess the responsible Unit Owner(s) of any Unit for any costs expended by the Board under Section 6.2, which assessments shall be deemed individual Unit assessments. The responsible Unit Owner(s) shall be jointly and severally liable to the Association for any such assessments.

6.3 Rules and Regulations. The Board may adopt and amend Rules and Regulations for the maintenance, use, conservation and beautification of the Condominium Property and for the health, comfort, safety and general welfare of the Unit Owners and their Occupants.

6.4 Books and Records. The Board shall keep complete and accurate books of account for the Association. The Board shall make the Association's books available for inspection at any reasonable time requested by a Unit Owner, a Unit Owner's representative with written authorization, or a first mortgagee of a Unit.

The Board shall mail a statement of the amount of any delinquent assessment or other outstanding charge to a Unit Owner within ten (10) days of receipt by the Board of a written request from the Unit Owner for such a statement.

6.5 Annual Audit. The Board may arrange annually for an independent certified public accountant to audit and review the Association's books. Any annual audit or review shall, if reasonably possible, be completed before each annual meeting of the

Unit Owners. Upon written request, the Board shall provide a first mortgagee with a copy of any annual audit or review.

At any other time, Unit Owners of Units having at least 33% of the voting power of all Unit Owners may request that the Board cause an audit or additional auditor or review to be made of the Association's books by an independent certified public accountant. The Board shall arrange for the additional audit or review provided it is paid for by the Unit Owners making the request.

**6.6 Special Services.** The Board may arrange for special services or facilities for Unit Owners and their Occupants including, but not limited to, cleaning, maintaining and repair of Units. The Board shall determine the fees for these special services and facilities and may either have the affected Unit Owners billed directly or may pay for the services and facilities from the Reserve Fund and bill the affected Unit Owner(s) with an individual Unit assessment.

**6.7 Delegation.** The Board may delegate duties and powers to persons or firms of its choice, including a manager or managing agent. The Board shall supervise any such person or firm in the performance of delegated duties and powers.

#### SECTION 7. INDEMNIFICATION OF MANAGERS, OFFICERS, EMPLOYEES AND VOLUNTEERS

To the extent permitted by law, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed civil, criminal, administrative or investigative action, suit or proceeding, other than an action by or in the right of the Association, by reason of the fact that he or she is or was a Manager, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a Manager, officer, employee, agent or volunteer of another corporation, domestic or foreign, nonprofit or for profit, or a partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, if he or she had no reasonable cause to believe his or her conduct was unlawful.

The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Manager, officer, employee, agent or volunteer of the Association, or is or was serving at the

request of the Association as a Manager, officer, employee, agent of volunteer of another corporation, domestic or foreign, nonprofit or for profit, or a partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue or matter as to which the person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association unless, and only to the extent that, the court of common pleas or the court in which the action or suit was brought determines upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court of common pleas or other court deems proper.

Any indemnification under this Section 7, unless ordered by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Manager, officer, employee, agent or volunteer is proper in the circumstances because he or she had met the applicable standard of conduct set forth above. This determination shall be made (a) by a majority vote of a quorum consisting of Managers of the Association who were not and are not parties to or threatened with such action, suit or proceeding, or (b) whether or not a quorum is obtainable, and if a majority of a quorum of disinterested Managers so directs, in a written opinion by independent legal counsel, other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association or any person to be indemnified, within the past five (5) years, or (c) by the members of the Association, or (d) by the court of common pleas or the court in which the action, suit or proceeding was brought. Any determination made by the disinterested Managers or by independent legal counsel as described above shall be promptly communicated to the person who threatened or brought the action or suit by or in the right of the Association and within ten (10) days after receipt of the notification, this person shall have the right to petition the court of common pleas or the court in which the action or suit was brought to review the reasonableness of the determination.

The indemnification provided by this Section 7 shall not be deemed exclusive of any other rights to which the person seeking indemnification may be entitled under the Articles, these Bylaws, or any agreement, vote of members of the Association or disinterested Managers or otherwise, both as to actions in his or her official capacity and as to actions in another capacity while holding office, and shall continue as to a person who has ceased to be a Manager, officer, employee, agent or volunteer and shall inure

to the benefit of the heirs, executors and administrators of that person.

#### SECTION 8. GENERAL PROVISIONS

**8.1 Notice.** Unless otherwise expressly provided in these Bylaws, a written notice or written request shall be deemed given when delivered in person or mailed by regular mail, postage prepaid, addressed as follows:

To the Board or to the Association: addressed to each Manager at the Manager's office address;

To a Manager or officer: addressed to the Manager or officer at this person's residence address;

To a Unit Owner: addressed to the Unit Owner at his or her address as it last appears on the Association's Records;

To a devisee or personal representative of a deceased Unit Owner: to this person at the address appearing on the records of the court administering the deceased Unit Owner's estate.

**8.2 Non-Waiver of Covenants.** No delay or failure on the part of the Board and/or on the part of any officer in exercising any right, power or privilege or in failing to enforce a covenant, condition, obligation or provision contained in the Declaration, Articles of Incorporation, Bylaws or Rules and Regulations shall be deemed a waiver of the same, or be deemed a waiver of any subsequent exercise of such a right, power or privilege, or be deemed a waiver of any subsequent violation or breach of such covenant, condition, obligation or provision, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise or preclude the exercise of any other right, power or privilege. All rights, powers and privileges given under the Declaration or these Bylaws or at law or in equity are cumulative, and any one or more or all of such rights, powers and privileges may be exercised simultaneously or consecutively.

**8.3 Heirs, Successors and Assigns.** These Bylaws shall be binding upon and shall inure to the benefit of the Association, Declarant, the Unit Owners, and Declarant's and Unit Owner's heirs, personal representatives, successors, and assigns.

**8.4 Board's Power to Bind.** A lawful agreement or determination made by the Board or an officer, in accordance with the procedures established in the Declaration and the Bylaws, shall bind all Unit Owners, their heirs, personal representatives, successors and assigns.

**8.5 No Active Business to be Conducted for Profit.** Nothing herein shall be construed to give the Association authority to

conduct an active business for profit on behalf of all the Unit Owners or any of them, provided however that the Association may lease portions of the Common Areas to businesses conducted for profit.

**8.6 Miscellaneous Income.** The Association may own or enter into agreements for the lease of vending machines and other facilities solely for the convenience of the Unit Owners. Should such items create a profit, these funds shall be added to the maintenance fund. All monies received for the rental of parking spaces, if any, or for the use of any Common Areas and Facilities, shall be added to the maintenance fund. The aforesaid income and any other monies received other than through assessments shall be used to defray the items of common expense.

**8.7 Special Services.** The Association may arrange for any special services and facilities for the benefit of such Unit Owners and/or occupants as may desire to pay for the same, including, without limitation, cleaning, repair and maintenance of Units and provision of special recreational, educational or medical facilities. Fees for such special services and facilities shall be determined by the Board and may be charged directly to participating Unit Owners, or paid from the maintenance fund and levied as special assessment against such participating Unit Owners.

**8.8 Acquisition, Lease, Sale or Exchange of Real Property.** Notwithstanding anything to the contrary herein, the Board shall have the authority to lease portions of the Common Area to businesses conducted for profit as provided in Section 8.5, without submitting any such lease to a vote of the Unit Owners. However, the Unit Owners by a vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power of the Association present in person or by proxy at an annual meeting or special meeting duly held for such purpose, may direct the Board to enter or renew, or not to enter or renew, any particular lease for a portion of the Common Area. Nothing contained herein shall affect the validity of any lease that shall have been duly entered by the Association.

**8.9 Applicable Laws.** The Association shall be subject to any statute applicable to property submitted to the Condominium form of ownership, including, without limitation, Chapter 5311. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or By-Laws of the Association, the terms and provisions of the Declaration shall prevail, and the Owners and all persons claiming under them covenant to vote in favor of such amendments in the Articles or By-Laws as will remove such conflicts or inconsistencies.

**8.10 Requirements for Amendment Adoption.** These By-Laws may be enlarged, altered, amended only in accordance with the procedure

outlined in Article 16 of the Declaration. No amendment of these By-Laws shall be passed which would impair or prejudice the rights and/or liabilities of any mortgagee.

8.11 Form of Amendment Proposals. No By-Laws shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through. If the proposed change is so extensive that the above procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and interlining as indicators of words added or deleted, but a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law \_\_\_\_\_ for present text."

8.12 Nonmaterial Errors or Omissions. Nonmaterial errors or omissions in the By-Law amendment process shall not invalidate an otherwise properly promulgated amendment.

8.13 Copies of Notice to Mortgagees. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of notices permitted or required by the Declaration or these By-Laws to be given to said Unit Owner.

8.14 Notices of Mortgages. Any Unit 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 full payment, cancellation or other alteration in the status of such mortgage. The Association shall maintain such information in a book entitled "Mortgages of Units."

8.15 Rights of Mortgagee. A Mortgagee of a Unit shall be entitled to written notice from the Association of any default in payments due the Association by the mortgagor which is not cured in thirty (30) days. Any Mortgagee may from time to time request in writing a written statement from the Board setting forth all unpaid assessments due and owing from its mortgagor Unit Owner with respect to the Unit subject to the mortgage lien and such request shall be complied with within twenty (20) days from receipt thereof. Any Mortgagee may pay any unpaid common expenses assessed with respect to such Unit, and upon such payment, such Mortgagee shall have a lien on such Unit for the amounts so paid at the same rank as the lien of its mortgage.

8.16 Owner's Agreement. Each Unit Owner, for himself, his heirs, successors and assigns, agrees to the provisions contained in the Declaration relating to default regardless of the harshness of the remedy available to the Association and regardless of the

availability of other equally adequate legal procedures. It is the intent of all Unit Owners to give to the Association rights and procedures which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing from the Unit Owners, and to preserve each Unit Owner's right to enjoy his Unit, free from unreasonable restraint and nuisance.

8.17 Interpretation of Bylaws. The Section headings are for convenience only and shall not affect the meaning or construction of the Bylaws. A reference to a specific Section without further identification of the document containing that Section is a reference to a Section in the Bylaws. Where the context requires, masculine, feminine and/or neuter terminology shall include all other genders, the singular shall include the plural, and vice versa.

SIGNED this November 3, 1992.

Signed and Acknowledged  
in the Presence of:

R.I.C. Developers, Inc.

Judith L. Johnson  
Robert G. White

By: J. O. Wesley President  
Joseph O. Wesley, President

FJM:RIC:Condo  
11/03/92

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EXHIBIT "D"

<u>Unit No.</u>		<u>Percentage Interest</u>
1.	Fox Run	3.45%
2.	Fox Run	3.45%
3.	Fox Run	3.45%
4.	Fox Run	3.45%
5.	Fox Run	3.45%
6.	Fox Run	3.45%
7.	Fox Run	3.45%
8.	Fox Run	3.45%
9.	Fox Run	3.45%
10.	Fox Run	3.45%
11.	Fox Run	3.45%
12.	Fox Run	3.45%
1.	Shawnee Trail	3.45%
2.	Shawnee Trail	3.45%
3.	Shawnee Trail	3.45%
4.	Shawnee Trail	3.45%
5.	Shawnee Trail	3.45%
6.	Shawnee Trail	3.45%
7.	Shawnee Trail	3.45%
8.	Shawnee Trail	3.45%
9.	Shawnee Trail	3.45%
10.	Shawnee Trail	3.45%
11.	Shawnee Trail	3.45%
12.	Shawnee Trail	3.45%
13.	Shawnee Trail	3.45%
14.	Shawnee Trail	3.45%
15.	Shawnee Trail	3.45%
16.	Shawnee Trail	3.45%
17.	Shawnee Trail	3.45%
		<u>100%</u>



For Amend. to Declaration of Condominium Ownership by Conard & Associates, Inc. Vol. 1152 pg 160

Amendment To Declaration Of Condominium Ownership  
Of Westwood Village Homes, ✓  
A Planned Condominium Development

Pursuant to the authority provided the undersigned in that certain Declaration Of Condominium Ownership Of Westwood Village Homes, A Planned Condominium Development (the "Declaration"), recorded in the Office of the Recorder for Portage County, Ohio at Volume 1133 Pages 676-703, the undersigned hereby amends the Declaration as follows:

1. The drawings attached to the Declaration as Exhibit C and recorded in the Office of the Recorder for Portage County, Ohio as Plat No. 92-45 include the drawings entitled "Location Plan Phase One Sublot 1-A" (hereinafter referred to as the "Sublot 1-A Drawing") and "Location Plan Phase One Sublot 1-B Drawing". The drawings attached hereto as Exhibit A supplement the Sublot 1-A Drawing and the Sublot 1-B Drawing by showing graphically, so far as is possible, the balance of the 29 Units referred to in Section 3 of the Declaration.
2. All references to "Fox Run" in the Declaration, the drawings attached thereto as Exhibit C, and Exhibit D attached thereto shall be deemed to refer to "Wolf Run" in order to effectuate a change in name of the roadway on Sublot 1-A.

In Re - Plat 93-10 ✓

Signed this 5th day of March, 1993

Signed and Acknowledged  
in the Presence of:

*Marjorie E. Lustritz*  
*Jill M. Conard*

Marjorie Lustritz  
Jill M. Conard

RIC Developers, Inc. ✓

By: *J. O. Wesley*  
Joseph O. Wesley,  
President

Sworn to and subscribed in my presence this 5th day of March, 1993.

*Marjorie E. Lustritz*  
Notary Public

This instrument prepared by:

Patrick J. McIntyre  
Seeley, Savidge & Aussem Co., L.P.A.  
800 Bank One Center  
600 Superior Ave., E.  
Cleveland, Ohio 44114-2655  
(216) 566-8200

MARJORIE E. LUSTRITZ, Notary Public  
State of Ohio  
My Commission Expires Apr. 3, 1993

RECEIVED FOR RECORD  
TAX MAP DEPT.  
DATE 3-5-93  
BY *[Signature]*

TRANSFERS  
REQUIRED  
3-5-93-*pe*

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*Envt*

20719

RECEIVED FOR RECORD

Mar 5 1993

At 3:30 o'clock P.M.

Recorded Mar 8, 1993

In Portage County Records

of Deeds

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LINDA K. FANKHAUSER

PORTAGE COUNTY RECORDS

Fee 12.00

INDEXED

*X Doug McHear*

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13139

TRANSFER  
REQUIRED  
6-4-93-*pe*

DECLARATION  
REPLAT OF S/L 1-C WESTWOOD VILLAGE PHASE ONE

This Declaration is made and entered into this 26th day of May, 1993, by and between RIC DEVELOPERS, INC. (hereinafter referred to as the "Declarant") and WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION (hereinafter referred to as the "Association").

W I T N E S S E T H:

WHEREAS, Declarant holds legal title to the real property identified as Sublots #1, 2, 3, and 4 on that certain drawing recorded in the Office of the Recorder for Portage County, Ohio as Plat No. 93-20 (hereinafter referred to as the "Subdivision"); and

WHEREAS, Developer is also the developer of certain real property adjacent to the Subdivision known as Westwood Village Homes, a planned condominium development (hereinafter referred to as the "Condominium Property"); and

WHEREAS, the Association is responsible for governing and managing the Condominium Property; and

WHEREAS, the Association has deemed it desirable to join in this Declaration for the purpose of accepting the burdens and benefits imposed upon it herein; and Declarant has deemed it desirable for the efficient preservation of the values and amenities in the Subdivision to enter into this Declaration.

NOW, THEREFORE, Declarant does hereby establish a general plan for the development, ownership, use and maintenance of each subplot in the Subdivision (hereinafter referred to as "Sublot") and the improvements thereon and hereby declares that the Subdivision and any part thereof shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens hereinafter set forth, and further specifies that this Declaration shall constitute covenants to run with the land and shall be binding upon Declarant, its successors and assigns, and all other owners of any part of the Subdivision,

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together with their grantees, successors, heirs, executors, administrators and assigns.

1. The Association hereby grants a perpetual non-exclusive access easement to each owner of a Sublot in the Subdivision, together with their grantees, successors, heirs, executors, administrators and assigns, which easement covers the "Common Areas" on the Condominium Property, exclusive of the "Limited Common Areas and Facilities", as such terms are defined in that certain Declaration of Condominium Ownership of Westwood Village Homes, a planned condominium development, as recorded in the Office of the County Recorder for Portage County, Ohio, in Volume 1133, Pages 676-703 (hereinafter referred to as the "Declaration"), with the drawings attached thereto as Exhibit "C" recorded as Plat No. 92-49, as same may be amended from time to time, and the purpose of which access easement is for the recreational enjoyment of the Sublot owners and their guests, subject to the rules and regulations of the Association in effect from time to time.

2. With the exception of Declarant, each owner of a Sublot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, shall be deemed to covenant and agree to pay to the Association an annual fee (hereinafter referred to as the "Fee") in consideration of the grant of the above-referenced easement.

3. The amount of the Fee shall initially be the sum of Fifty Dollars (\$50.00). Commencing with calendar year 1994, and for each subsequent calendar year, the Fee may be increased by the Association by notice sent or delivered to the Sublot owners. Any increase in the fee in any one calendar year may be no greater than the percentage increase over the prior calendar year in "Common Assessments" charged proportionately against all "Units" (as such terms are defined in the Bylaws of Condominium

Association attached to the Declaration as Exhibit "B") in the Condominium Property.

4. There shall be due and owing only one (1) Fee per Sublot, which Fee shall be due and payable on or before July 1 of each year and shall be due and payable regardless of the length of time that the owner of the Sublot actually holds title to the Sublot in such year. Any owners of a Sublot acquiring title to the Sublot subsequent to July 1 of any year shall immediately upon becoming the record owner of the Sublot pay the Fee to the Association.

5. The Fee shall be a charge on the land and shall be a continuing lien upon the Sublot against which it is assessed. Each such assessment, together with such interest and cost of collection thereof shall also be the personal obligation of the person who was the owner of such Sublot at the time when the assessment fell due.

6. If any Fee is not paid on the date when due, then such assessment shall become delinquent, and shall bear interest from the due date at the highest rate permitted by law and if the Fee is not paid within thirty (30) days after the due date, the Association may after such thirty (30) day period bring an action at law against the owner of the Sublot responsible for the payment of such assessment, and, in addition thereto, or alternatively, may foreclose the lien against the property, and in the event a judgment is obtained, such judgment shall include interest on the assessment, together with court costs and reasonable attorneys' and paralegal fees. The Association may file in the Office of the Portage County Recorder a Notice of Lien to evidence any delinquent Fee, but the Association shall not be under any duty to file such Notice of Lien and its failure or omission to do so shall not in any way impair or affect the Association's lien and other rights in and against the Sublot and against the owner of such Sublot.

7. No dwelling shall be constructed on any Sublot in the Subdivision other than a one-family dwelling with no less than a two-car attached garage. A dwelling unit shall contain at least 1,200 square feet of living space exclusive of garages, basements, and any porches and/or breezeways.

8. Declarant must approve all plans and materials and exterior colors for all dwellings to be constructed within the Subdivision before construction is undertaken.

9. Clotheslines shall be so located as not to be visible from Summit Road.

10. Landscaping shall be installed at the front and side foundations of any dwellings within three (3) months of an occupancy permit being issued. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any part of a Sublot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere on a Sublot after landscaping is installed.

11. No trailers or habitable motor vehicles of any nature shall be kept on or stored on any Sublot in the Subdivision except within an enclosed garage and excepting that a pleasure boat on its trailer with an overall length of 20' or less or a fold-down type camper may be parked or stored on that portion of a Sublot immediately appurtenant to the garage side of a dwelling away from the street and behind the front building line of the dwelling; provided that the Sublot owner constructs or causes to be constructed and maintained thereon a rectangular pad of concrete or #57 limestone gravel with dimensions not exceeding 20' x 8½'. No semi-trucks of any nature shall be parked overnight in the Subdivision.

12. No tool sheds or accessory buildings utilized for the storage of lawn care products and equipment in excess of a floor size of 8' x 10' shall be permitted on any Sublot.

13. No animals, birds or fowl shall be kept or maintained on any part of the Subdivision, except in reasonable numbers as house pets for the pleasure and use of the Sublot owners, but not for any commercial use or purpose. No dogs of the pit bull variety shall be kept or maintained within the Subdivision.

14. All residential driveways shall have a paved concrete surface.

15. No sign of any character shall be displayed or placed upon any Sublot or on any dwelling located on the Sublot, except that "For Rent" or "For Sale" signs referring only to the premises on which displayed and not to exceed five (5) square feet in size and one (1) sign to a Sublot may be placed upon the exterior of a dwelling on the Sublot.

16. The covenants, restrictions, charges and liens of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Sublot owners, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from date of recording of this Declaration, after which time said covenants, restrictions, charges and liens shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds (2/3) of the Sublots subject to this Declaration and the Association has been recorded, agreeing to terminate said covenants, restrictions, charges and liens. If any of the privileges, restrictions, covenants, easement or rights created herein 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 of Bill Clinton, President of the United States of America.

VOL 1143 PAGE 854

17. Declarant expressly reserves for itself, its successors and assigns, easements and rights of way over each Sublot in the Subdivision for slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slope ratios as approved by Declarant, its successors and assigns, or which might create erosion or sliding problems or change, obstruct, or restrict water drainage flow. Developer shall promptly repair any damage to the Sublot caused in the exercise of such rights as soon as practicable following the completion of such work.

18. Declarant, for itself and its successors and assigns, reserves the right and power to add additional land to the Subdivision, which additional land shall be subject to the covenants, restrictions, charges and liens of this Declaration so long as the deed for such property references this Declaration.

IN WITNESS WHEREOF, Declarant and the Association have hereunto set their hands at Ravenna, Ohio, as of the date and year first written above.

Carolyn Trego  
Carolyn Trego  
Coletta Dane  
Coletta Dane

RIC DEVELOPERS, INC., an Ohio corporation

By: Joseph O. Wesley its President

Carolyn Trego  
Carolyn Trego  
Coletta Dane  
Coletta Dane

WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION, an Ohio non-profit corporation

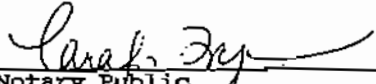
By: Joseph O. Wesley its Manager and duly authorized officer



STATE OF OHIO )  
 ) SS:  
COUNTY OF SUMMIT )

BEFORE ME, a Notary Public, in and for said County and State, personally appeared Joseph O. Wesley, as President of RIC Developers, Inc., who acknowledged that he did sign the foregoing instrument on behalf of the corporation, and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Ravenna, Ohio, this 26th day of May, 1993.

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

CAROLYN TREGO, Notary Public  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires Jan. 7, 1997

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STATE OF OHIO )  
 ) SS:  
COUNTY OF SUMMIT )

BEFORE ME, a Notary Public, in and for said County and State, personally appeared Joseph O. Wesley, as Manager and a duly authorized officer of Westwood Village Condominium Association, who acknowledged that he did sign the foregoing instrument on behalf of the corporation, and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Ravenna, Ohio, this 26th day of May, 1993.

Carolyn Trego  
Notary Public

This Instrument Prepared By:  
SEELEY, SAVIDGE & AUSSEM, L.P.A.  
A Legal Professional Association  
800 Bank One Center  
600 Superior Avenue, East  
Cleveland, Ohio 44114  
216/566-8200

CAROLYN TREGO, Notary Public  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires Jan. 7, 1997

VOL 1143 PAGE 857

*John Ann*

27338

RECEIVED FOR RECORD

June 4 19 93

At 3:25 O'clock pm

Recorded June 7, 1993

In Portage County Records

Of Deeds

Vol. 1143 Page 850-857

LINDA K. FANKHAUSER

PORTAGE COUNTY RECORDER

FEE 3.00

h:\p\jms\dms\91-0138.doc  
6/1/93

INDEXED

AMENDMENT TO DECLARATION OF CONDOMINIUM  
OWNERSHIP OF WESTWOOD VILLAGE HOMES, ✓  
A PLANNED CONDOMINIUM DEVELOPMENT

Pursuant to the authority provided the undersigned in that certain Declaration of Condominium Ownership of Westwood Village Homes, a Planned Condominium Development (the "Declaration"), recorded in the Office of the Recorder for Portage County, Ohio at volume 1133, pages 676-703, as amended by instrument recorded at volume 1139, page 575, the undersigned hereby amends the Declaration as follows:

1. The real property (the "Additional Property") described on Exhibit "A" attached hereto and depicted on the drawings captioned "Westwood Village Phase II Condominium" and attached hereto as Exhibit "B" (the "Drawings") is hereby added to the Condominium Property, as that term is defined in the Declaration. ✓

2. The Drawings show graphically, so far as is possible, all the particulars of the land, buildings and other improvements constituting the Additional Property, including, but not limited to, the layout, location, designation and dimensions of each Unit; the layout, location and dimensions of the Common Areas and Facilities and Limited Common Areas and Facilities; and the location and dimensions of all easements and encroachments appurtenant to or affecting the Condominium Property. The Additional Property includes, or will include when construction is completed, 37 free standing buildings, generally described as follows:

Single family wood frame homes with two or three bedrooms; all homes have two (2) stories; some homes have 12 course basements and others are slab on grade; all homes are vinyl sided; all homes have asphalt shingles; and all homes have a two car attached garage.

Plot 93-63

VOL 1152 PAGE 100

No structures other than the 37 homes are included in this phase of the condominium.

3. The percentage of interest in the Common Areas and Facilities that the Unit Owners of all Units on the Condominium Property (including the Additional Property) will have at the time that this Amendment is filed of record shall be as listed on Exhibit "C" attached hereto.

4. The address listed for service or process in Section 5.6 of the Declaration is hereby amended to read: RIC Developers, Inc., 3175 Summit Road, Ravenna, Ohio 44266.

Signed this 22 day of November, 1993.

Signed and acknowledged in the presence of:

RIC DEVELOPERS, INC. ✓

Arnell Beers  
1 Signature

Arnell Beers  
1 Printed Name

By: Joseph O. Wesley  
Its: President.

Doug McGee  
2 Signature

Doug McGee  
2 Printed Name

SWORN TO AND SUBSCRIBED IN MY PRESENCE this 22 day of November, 1993.

Arnell Beers  
Notary Public

This instrument prepared by:  
Patrick J. McIntyre  
Seeley, Savidge & Aussem  
800 Bank One Center  
600 Superior Avenue, East  
Cleveland, Ohio 44114-2655  
(216) 566-8200

F:\M\pjd\91-0336.doc

GRAND COUNTY  
Notary Public  
15, 1993

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EXHIBIT "A"

DESCRIPTION OF 1.7392 ACRE SUB LOT 2-A AND 7.8204 ACRE SUB LOT 2-B

SITUATED IN THE STATE OF OHIO, COUNTY OF PORTAGE AND TOWNSHIP OF RAVENNA AND BEING PARTS OF TOWNSHIP LOTS 41 & 42 AND FURTHER DESCRIBED AS FOLLOWS:

BEING ALL OF SUB LOT 2-A AND SUB LOT 2-B IN WESTWOOD VILLAGE SUBDIVISION PHASE TWO AS RECORDED IN PLAT BOOK 93 PAGE 62 OF THE PORTAGE COUNTY PLAT RECORDS AS SURVEYED BY JAY T. DUNLAP, P.L.S. 6250 IN NOVEMBER, 1993.

RECEIVED FOR RECORD  
TAX MAP DEPT.  
BY JD DATE 11-23-93

*Enroll*  
41290

NO TRANSFER  
RECORDED  
NOV 23 1993  
JOHN D. THOMAS *ST*  
AUDITOR

RECEIVED FOR RECORD  
Nov 23 19 93  
11:00 O'clock PM  
Recorded 11-24-93  
in Portage County Records  
Of Deeds  
Vol. 1152 Page 100-104  
LINDA K. FANKHAUSER  
PORTAGE COUNTY RECORDER  
FEE 32.00

*X Doug Miller*

INDEXED

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EXHIBIT "C"

<u>Unit No.</u>		<u>Percentage Interest</u>
1.	Wolf Run	1.515%
2.	Wolf Run	1.515%
3.	Wolf Run	1.515%
4.	Wolf Run	1.515%
5.	Wolf Run	1.515%
6.	Wolf Run	1.515%
7.	Wolf Run	1.515%
8.	Wolf Run	1.515%
9.	Wolf Run	1.515%
10.	Wolf Run	1.515%
11.	Wolf Run	1.515%
12.	Wolf Run	1.515%
1.	Shawnee Trail	1.515%
2.	Shawnee Trail	1.515%
3.	Shawnee Trail	1.515%
4.	Shawnee Trail	1.515%
5.	Shawnee Trail	1.515%
6.	Shawnee Trail	1.515%
7.	Shawnee Trail	1.515%
8.	Shawnee Trail	1.515%
9.	Shawnee Trail	1.515%
10.	Shawnee Trail	1.515%
11.	Shawnee Trail	1.515%
12.	Shawnee Trail	1.515%
13.	Shawnee Trail	1.515%
14.	Shawnee Trail	1.515%
15.	Shawnee Trail	1.515%
16.	Shawnee Trail	1.515%
17.	Shawnee Trail	1.515%
1.	Overview Circle	1.515%
2.	Overview Circle	1.515%
3.	Overview Circle	1.515%
4.	Overview Circle	1.515%
5.	Overview Circle	1.515%
6.	Overview Circle	1.515%
1.	Pondview Drive	1.515%
2.	Pondview Drive	1.515%
3.	Pondview Drive	1.515%
4.	Pondview Drive	1.515%
5.	Pondview Drive	1.515%
6.	Pondview Drive	1.515%
7.	Pondview Drive	1.515%
8.	Pondview Drive	1.515%
9.	Pondview Drive	1.515%

VOL 1152 PAGE 103

EXHIBIT "C" CONTINUED

10.	Pondview Drive	1.515%
11.	Pondview Drive	1.515%
12.	Pondview Drive	1.515%
13.	Pondview Drive	1.515%
14.	Pondview Drive	1.515%
15.	Pondview Drive	1.515%
16.	Pondview Drive	1.515%
17.	Pondview Drive	1.515%
18.	Pondview Drive	1.515%
19.	Pondview Drive	1.515%
20.	Pondview Drive	1.515%
21.	Pondview Drive	1.515%
22.	Pondview Drive	1.515%
23.	Pondview Drive	1.515%
24.	Pondview Drive	1.515%
25.	Pondview Drive	1.515%
26.	Pondview Drive	1.515%
28.	Pondview Drive	1.515%
30.	Pondview Drive	1.515%
32.	Pondview Drive	1.515%
34.	Pondview Drive	1.515%
36.	Pondview Drive	<u>1.515%</u>
		100%

PJM\pd91-0336.doc

Vol 1152 pag 104

①

**EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that RIC Developers, Inc., an Ohio corporation, whose address is 9700 Rockside Road, Suite 300, Valley View, Ohio 44125, the Grantor, claiming title by virtue of instruments recorded in Volume 1122, page 771 and Volume 1122, page 923 of the Portage County Records, for and in consideration of the sum of one dollar (\$1.00) and other valuable consideration received to its full satisfaction of Westwood Village Condominium Association, an Ohio not-for-profit corporation, whose address is 3175 Summit Road, Ravenna, Ohio, 44266, the Grantee, does hereby grant unto Grantee, its successors and assigns, an easement and right-of-way for ingress and egress, upon, over and across the following described premises:

The land underlying the roadway known as Westwood Drive as depicted on that certain plat filed in the real estate records of Portage County on October 30, 1992, Plat no. 92-47, in the office of the Recorder of Portage County, Ohio, and extended as depicted on that certain plat filed in the real estate records of Portage County on November 22, 1993, Plat no. 93-62, in the office of the Recorder of Portage County, Ohio.

In addition to said easement and right-of-way, this easement and right-of-way shall enure to the benefit of all Unit Owners and Westwood Village Homes, A Planned Condominium Development, as such terms are defined in that certain Declaration of Condominium Ownership of Westwood Village Homes, A Planned Condominium Development, recorded in the office of the Recorder for Portage County, Ohio at Volume 1133, pages 676-703, as amended.

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To have and to hold the said easement and right-of-way unto grantee, its successors and assigns, until such time as the dedication of said premises for use as a public street is accepted by the appropriate governmental authorities.

IT WITNESS WHEREOF, RIC Developers, Inc., by and through its President, has executed this Easement on this 16TH day of December, 1993.

[Signature]  
Signature

CAROLYN TREGO  
Printed Name

Debbie Ricci  
Signature

DEBBIE RICCI  
Printed Name

STATE OF OHIO )  
                  ) SS:  
COUNTY OF SUMMIT )  
                          ) CUYAHOGA

RIC DEVELOPERS, INC.

By: [Signature]  
Joseph O. Wesley  
Its: President

43239

RECEIVED FOR RECORD  
Dec 17 19 93  
At 3:56 O'clock PM  
Recorded 12-17-93

In Portage County Records  
Of Deeds  
Vol. 1153 Page 160-161  
LINDA K. FANKHAUSER  
PORTAGE COUNTY RECORDER  
FEE 14.00

**INDEXED**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of December, 1993, by Joseph O. Wesley, President of RIC Developers, Inc., an Ohio corporation, on behalf of such corporation, who acknowledged that same is the free act and deed of such corporation and the free act and deed of him personally and as such officer.

In testimony whereof, I have hereunto set my hand and official seal at AKRON, OHIO, this 16TH day of December, 1993.

[Signature]  
Notary Public

This instrument prepared by  
Patrick J. McHenry, Esq.  
Realty, LeVine & Leman  
400 Bank One Center  
400 Superior Avenue, East  
Cleveland, Ohio 44114-3300  
(216) 564-4200

CAROLYN TREGO, Notary Public  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires Jan. 7, 1997

2025/000001-0004.ans

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THE OHIO BELL TELEPHONE COMPANY  
Easement

In consideration of One Dollars (\$ 1.00 ) and other good and valuable considerations, receipt whereof is hereby acknowledged, we hereby grant unto THE OHIO BELL TELEPHONE COMPANY, its successors and assigns, (hereinafter called the Company) a perpetual right of way and easement to install, construct, reconstruct, operate, maintain, repair, supplement and remove, at any time or times hereafter, its underground communication systems, together with all such communication facilities, including conduits, manholes, cables, wires, fixtures and appurtenances, as it may from time to time require or deem proper therefor, in, under, over and upon a strip of land as shown on exhibit(s) across the property and/or along the highway adjoining the property which we own or in which we have an interest situated in the Township of Ravenna County of Portage State of Ohio, Known as being part of S/L No. 1-E in the Westwood Village Phase One Condominium Plat of part of Original Ravenna Township Lot Nos. 41, 42, & 53 in the South Division of Lots as further described and conveyed to Westwood Village Homes Condominium Association in deed dated November 3, 1992

and being the same premises of record in Deed Book 1133 Page 676 of Portage County Records.

Said underground communication system shall be constructed within the boundaries of a strip of land as shown and delineated upon the attached drawing marked, "Exhibit A" and made a part hereof.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With each and every right given to the company by this easement, the company shall also have the perpetual right and easement to place above the strip of land shown in Exhibit 'A' the following:

an above ground telephone equipment cabinet, installed on a concrete pad, together with all other necessary fixtures and appliances appurtenant thereto.

Said grant includes the right, at all times, of ingress to and egress from said strip, the right to use the premises parallel to and adjoining the boundaries of said strip for the operation of apparatus, appliances and equipment for any of the purposes herein specified, the right to clear said strip upon land of the undersigned, and the right to carry in said underground communication systems the communication facilities the company deems proper. The company shall promptly compensate the undersigned for all damage caused by any of the operations which the company is herein granted the right to perform. The company at its expense, shall restore all disturbed areas to as reasonable a condition as possible to the condition prior to any construction.

The company shall indemnify and save harmless the owners of said property from all damages to said property and from all claims and causes of actions for personal injury and damages asserted against grantor by reason of any negligence in the construction of, and maintenance of said equipment upon said premises.

The undersigned may use the surface of said strip provided such use does not interfere with the Company's use of said easement.

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IN WITNESS WHEREOF, I have hereunto set MY hands(s) this 20th day of August, 1993.

Signed and Acknowledged  
in the Presence of:

Westwood Village Homes Condominium Assoc.

x Denise M. Conner  
WITNESS

x [Signature]  
GRANTOR

x DENISE M. CONNER  
WITNESS

x JOSEPH O. WEELEY ✓  
GRANTOR

x [Signature]  
WITNESS

x \_\_\_\_\_  
GRANTOR

RICHARD M. KOLE

(This acknowledgement is to be executed if the Grantor is a corporation/partnership.)

STATE OF OHIO )  
COUNTY OF CUYAHOGA ) SS

Personally came before me this 20th day of AUGUST, 1993  
JOSEPH O. WEELEY and \_\_\_\_\_  
to me known to be the PRESIDENT and \_\_\_\_\_  
respectively, of the above named corporation/partnership, and by me duly sworn, did  
severally depose and say that they executed the foregoing instrument for and on behalf  
of said corporation as such officers, being duly authorized so to do, and further did severally  
depose and say that they are such officers of said corporation and that the seal affixed  
to said instrument is the seal of said corporation.

RICHARD M. KOLE  
Notary Public, State of Ohio  
County of Cuyahoga  
My Comm. Expires 12-14-97

[Signature]  
Notary Public in and for

Cuyahoga County, Ohio

(This acknowledgement is to be executed if the Grantor is of singular or joint  
tenants/tenants in common.)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

Before me, a Notary Public in and for said County, personally appeared  
\_\_\_\_\_ and \_\_\_\_\_  
who acknowledged that \_\_\_\_\_ did sign the foregoing  
instruments and that the same is \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name affixed my official  
seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_ County, Ohio

*X American*

*Grant 45161*

FOR OHIO BELL TELEPHONE COMPANY USE ONLY  
Date \_\_\_\_\_ Order No. \_\_\_\_\_  
Engineering District \_\_\_\_\_  
Recording R/W Agent \_\_\_\_\_

THIS SPACE FOR COUNTY RECORDER'S OFFICE USE

COUNTY RECORDER'S RECORD  
Received for record Jan 11, 1994  
10:10 o'clock PM  
Recorded 1-11, 1994  
Deed Book 1154 Page 22-74  
[Signature]  
County Recorder

Vol 1154 Page 073

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# EXHIBIT 'A'

TO AN EASEMENT DATED 8-20-93

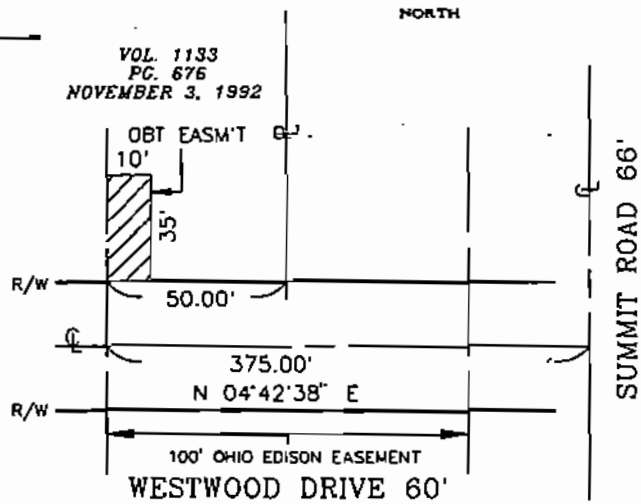
FROM  
WESTWOOD VILLAGE HOMES  
CONDOMINIUM ASSOCIATION  
TO  
THE OHIO BELL TELEPHONE CO.

PREPARED BY:

R. M. KOLE & ASSOCIATES

*R. M. Kole*

JULY, 1993 NO SCALE  
REV. 9-16-93



Situated in Ravenna Township, Portage County, Ohio and known as being part of S/L No. 1-E in the Westwood Village Phase One Condominium Plat of part of Original Ravenna Township Lot Nos. 41, 42, and 53 in the South Division of Lots as shown by the Plat recorded in Plat Book 92-49 of Portage County Map Records.

Beginning at a point in the Easterly line of Westwood Drive, 60.00 feet wide, said point being North 04°42'38" East, 50.00 feet from the Northwestern most corner of Wise Hill Estates Subdivision as shown by Plat Book 30, Page 9 of Portage County Map Records.

thence South 83°06'47" East along the Northerly line of a 100.00 feet wide Ohio Edison Easement as shown on Plat 92-49 of Portage County Deed Records, a distance of 35.00 feet to a point;

thence South 04°42'38" West, 10.00 feet to a point;

thence North 83°06'47" West, 35.00 feet to a point in the said Northerly line of Westwood Drive;

thence North 04°42'38" East along the said Northerly line of Westwood Drive, 10.00 feet to the Place of Beginning and containing 0.0080 acres of land as described on July 13, 1993 by R. M. Kole and Associates Professional Land Surveyors.

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FILE # 93107

R. M. KOLE & ASSOC. 9701 BROOKPARK ROAD CLEVELAND, OHIO (216) 741-3232

# Know all Men by these Presents

That **RIC Developers, Inc.**, an Ohio Corporation

the Grantor(s)  
who claim(s) title by or through instrument(s), recorded in Volume 1122 , Page 771 ,  
County Recorder's Office, for the consideration of  
Ten and 00/100 Dollars ( \$10.00 )  
received to their full satisfaction of

**WESTWOOD VILLAGE, INC.**

the Grantee(s),

whose TAX MAILING ADDRESS will be 3169 Pondview, Ravenna, Ohio 44266

do(es)

Do Grant, Bargain, Sell and Convey unto the said Grantee(s), their heirs and assigns, the following described premises, situated in the Township of Ravenna, County of Portage and State of Ohio:

Situated in the Township of Ravenna, County of Portage and State of Ohio: And known as being Unit No. 3 in the Westwood Village Phase Two Condominium, Sublot 2-B together with an undivided percentage interest (which undivided interest may be hereafter amended pursuant to the Declaration, as hereinafter defined) in and to the Common Areas in Westwood Village Condominium as shown by the Drawings recorded in Plat Book 93-63 of Portage County Map Records, and as further described in the Declaration and By-Laws Creating and Establishing a Plan for Condominium Ownership under Chapter 5311 of the Revised Code of Ohio for Westwood Village Condominium, recorded in Deed Volume 1133, Pages 676 - 703, and as amended in Volume 1139, Page 575 and amended in Volume 1152, Page 100 of Portage County Records.

29-342-00-00-012-000 ✓

12-30-94

TAXMAP DEPT
LEGAL DESCRIPTION
<input checked="" type="checkbox"/> SUFFICIENT <input type="checkbox"/> DEFICIENT
<input checked="" type="checkbox"/> NO DIVISION OF LAND

10FZ

TRANSFERRED  
SEC. 319.54(F-2) :30  
SEC. 319.202  
DEC 9 0 1994

*John D. Thomas*  
PORTAGE COUNTY AUDITOR

1170 P.C. 571

be the same more or less, but subject to all legal highways.

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee(s), their heirs and assigns forever.

And RIC Developers, Inc., an Ohio Corporation the said Grantor(s), do(es) for themselves and their heirs, executors and administrators, covenant with the said Grantee(s), their heirs and assigns, that at and until the ensembling of these presents, they are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever,

except restrictions, reservations, easements, covenants and conditions of record, zoning ordinances, if any, and taxes and assessments, both general and special, not currently due and payable.

and that they will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee(s), their heirs and assigns, against all lawful claims and demands whatsoever, except as stated above

And for valuable consideration RIC Developers, Inc., an Ohio Corporation do(es) hereby remise, release and forever quit-claim unto the said Grantee(s), their heirs and assigns, all their right and expectancy of Bower in the above described premises.

In Witness Whereof I have hereunto set my hand(s), the 29TH day of December, in the year of our Lord one thousand nine hundred and ninety-four

Signed and acknowledged in presence of

*Coletta Dane*  
COLETTA DANE

RIC Developers, Inc.  
an Ohio Corporation

*Brenda Metko*  
BRENDA METKO

by Joseph O. Wesley, President

State of Ohio )

Before me, a Notary Public

SUMMIT County, ) ss. in and for said County and State, personally appeared the above named RIC Developers, Inc., an Ohio Corporation, by Joseph O. Wesley, President

who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Akron, Ohio this 29th day of December, 1994

BRENDA I. METKO  
NOTARY PUBLIC, STATE OF OHIO  
Recorded in Summit County  
My Comm. Expires May 25, 1999

*Brenda I. Metko* - Notary Public

Warranty Deed

RIC Developers, Inc.,  
an Ohio Corporation

TO 68709

Transferred

COUNTY AUDITOR

State of Ohio

County of Portage ss

Received for Record on the

30<sup>th</sup> day of Dec 1994

at 10:08 o'clock AM

and Recorded 12-30-1994 in

Deed Book 1170 Page 571-572

*Linda K. Fankhauser*

COUNTY RECORDER

Recorders Fee \$ 14.00

This instrument prepared by  
Atty. Anthony J. Asher  
1348 Standard Building  
Cleveland, Ohio 44113

INDEXED

*Award. (Ass.)*

VOL 1170 p. 572

# Know all Men by these Presents

That **RIC Developers, Inc.**, an Ohio Corporation

who claim(s) title by or through instrument(s), recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, the Grantor(s)

County Recorder's Office, for the consideration of

Ten and 00/100 Dollars ( \$10.00 )

received to their full satisfaction of  
Westwood Village

the Grantee(s),

whose TAX MAILING ADDRESS will be

3214 Shawnee Trail, Ravenna, Ohio 44266 do(es)

Give, Grant, Bargain, Sell and Convey unto the said Grantee(s), their heirs and assigns, the following described premises, situated in the \_\_\_\_\_ Township of Ravenna, \_\_\_\_\_ County of PORTAGE and State of Ohio:

Situated in the Township of Ravenna, County of Portage and State of Ohio: And known as being Unit No. 10, in the Westwood Village Phase Two Condominium Sublot 1-B together with an undivided percent interest (which undivided interest may be hereafter amended pursuant to the Declaration, as hereinafter defined) in and to the Common Areas in Westwood Village Condominium as shown by the Drawings recorded in Plat Book 93-10 of Portage County Map Records, and as further described in the Declaration and By-Laws Creating and Establishing a Plan for Condominium Ownership Under Chapter 5311 of the Revised Code of Ohio for Westwood Village Condominium, recorded in Deed Volume 1133, Pages 676 - 703 of Portage County Records, be the same more or less, but subject to all legal highways.

C. K. MAP DEPT.	
D	9-30-94
29-341-00-00-079-020	

10FZ

TRANSFERRED  
 SEC. 319.54(F-2) 501  
 SEC. 319.282 4  
 SEP 30 1994  
 John D. Thomas  
 PORTAGE COUNTY AUDITOR

Vol 1166 Page 539

be the same more or less, but subject to all legal highways.

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee(s), their heirs and assigns forever.

And RIC Developers, Inc., an Ohio Corporation the said Grantor(s), do(es) for themselves and their heirs, executors and administrators, covenant with the said Grantee(s), their heirs and assigns, that at and until the ensembling of these presents, they are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever.

Except restrictions, reservations, easements, covenants & conditions of record, zoning ordinances, if any and taxes and assessments, both general and special, not currently due and payable.

and that they will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee(s), their heirs and assigns, against all lawful claims and demands whatsoever, except as stated above

And for valuable consideration

do(es) hereby remise, release and forever quit-claim unto the said Grantee(s), heirs and assigns, all right and expectancy of Bawer in the above described premises.

In Witness Whereof I have hereunto set My hand(s), the 30th day of September, in the year of our Lord one thousand nine hundred and ninety-four.

Signed and acknowledged in presence of

Brenda Metko  
BRENDA METKO  
Lisa Marandola  
LISA MARANDOLA

RIC Developers, Inc.  
an Ohio Corporation  
By: Joseph O. Wesley, President

State of Ohio )

Summit County, ) ss. Before me, a Notary Public in and for said County and State, personally appeared the above named RIC Developers, Inc., an Ohio Corporation, By: Joseph O. Wesley, Its President who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Akron, Ohio

BRENDA I. METKO this 30th day of September, 1994

Comm. expires Notary Public: Brenda Metko

Warranty Deed  
RIC Developers, Inc.  
an Ohio Corporation  
TO  
Westwood Village  
Transferred

State of Ohio 67549  
County of Portage  
Received for Record on the  
30 day of September 1994  
at 4:12 o'clock P.M.  
and Recorded 9-30 1994 in  
Deed Book 1166 Page 539-540  
Sandra K. Frankson  
COUNTY RECORDER  
Recorders Fee \$ 14.00

This instrument prepared by Attorney Anthony J. Asher

COUNTY AUDITOR

Vol 1166 Page 540

INDEXED



21985

WARRANTY DEED

# Know all Men by these Presents

That, **RIC Developers, Inc.**, an Ohio Corporation

who claim(s) title by or through instrument(s), recorded in Volume 1122, Page 771, the Grantor(s)

County Recorder's Office, for the consideration of

Ten and 00/100 Dollars ( \$10.00 )  
received to their full satisfaction of

**Westwood Village, Inc.**

the Grantee(s),

whose TAX MAILING ADDRESS will be 3175 Summit Rd., Ravenna, Ohio 44266

do(es)

Give, Grant, Bargain, Sell and Convey unto the said Grantee(s), their heirs and assigns, the following described premises, situated in the Township of Ravenna, County of Portage and State of Ohio:

Situated in the Township of Ravenna, County of Portage and State of Ohio: And known as being Unit No. 16 in the Westwood Village Phase Two Condominium, Sublot 2-B together with an undivided percentage interest (which undivided interest may be hereafter amended pursuant to the Declaration, as hereinafter defined) in and to the Common Areas in Westwood Village Condominium as shown by the Drawings recorded in Plat Book 93-63 of Portage County Map Records, and as further described in the Declaration and By-Laws Creating and Establishing a Plan for Condominium Ownership under Chapter 5311 of the Revised Code of Ohio for Westwood Village Condominium, recorded in Deed Volume 1133, Pages 676 - 703, and as amended in Volume 1139, Page 575 and amended in Volume 1152, Page 100 of Portage County Records.

29-342-00-00-019-023 10FZ

O. K. MAP DEPT.  
12-9-94

TRANSFERRED  
SEC. 319.04(F-2) 50  
SEC. 319.202  
DEC 09 1994

John D. Thomas  
PORTAGE COUNTY AUDITOR

be the same more or less, but subject to all legal highways.

1169 120572

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee(s), their heirs and assigns forever.

And RIC Developers, Inc., an Ohio Corporation the said Grantor(s), do(es) for themselves and their heirs, executors and administrators, covenant with the said Grantee(s), their heirs and assigns, that at and until the ensembling of these presents, they are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances inhereafter,

except restrictions, reservations, easements, covenants and conditions of record, zoning ordinances, if any, and taxes and assessments, both general and special, not currently due and payable.

and that they will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee(s), their heirs and assigns, against all lawful claims and demands whatsoever, except as stated above

And for valuable consideration RIC Developers, Inc., an Ohio Corporation do(es) hereby remise, release and forever quit-claim unto the said Grantee(s), their heirs and assigns, all their right and expectancy of Balance in the above described premises.

In Witness Whereof I have hereunto set my hand(s), the 8th day of December, in the year of our Lord one thousand nine hundred and ninety-four

Signed and acknowledged in presence of

Brenda Metko  
BRENDA I. METKO  
Coletta A. Dane  
COLETTA A. DANE

RIC Developers, Inc.  
an Ohio Corporation  
by Joseph O. Wesley, President

State of Ohio )

Before me, a Notary Public

Summit County, ) ss. in and for said County and State, personally appeared the above named RIC Developers, Inc., an Ohio Corporation, by Joseph O. Wesley, President who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Akron, Ohio this 8th day of December, 1994  
Brenda I. Metko - Notary Public

X Guard

Warranty Deed

RIC Developers, Inc.,  
an Ohio Corporation

TO

+ 67549

Transferred

COUNTY AUDITOR

State of Ohio

County of Portage ss

Received for Record on the  
9th day of Dec 19 94  
at 3:20 o'clock AM.  
and Recorded 12-9 1994 in  
Deed Book 1109 Page 572-573  
Linda K. Frankham  
COUNTY RECORDER  
Recorders Fee \$ 14.00

This instrument prepared by  
Atty. Anthony J. Asher  
1348 Standard Building  
Cleveland, Ohio 44113

INDEXED

1169 573

*Guardian Title*  
*# 31-9562*

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that QUAIL HILL PARTNERSHIP Grantor herein, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, received to its full satisfaction from the WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC., an Ohio Non-Profit Corporation, the Grantee, does hereby for itself, its successors and assigns, give, grant, bargain, sell and convey unto the Grantee, its successors and assigns forever, the following rights, privileges and easements, in, under and upon certain real estate owned by the Grantor in the Township of Ravenna, Portage County, Ohio, to wit:

A perpetual easement and right of way over the premises shown in crosshatch on "Exhibit A" attached hereto owned by the Grantor for the benefit of certain lands contained in Westwood Village Homes, a Planned Condominium Development, as described at the Declaration recorded at Volume 1133, Pages 676-703 as amended at the First Amendment at Volume 1139, Page 575 and the Second Amendment recorded at Volume 1152, Page 100 of the Portage County Records in the Office of the Portage County Recorder as amended, said lands more specifically known as S/L 1-A containing 3.5017 acres and S/L 1-B containing 3.8757 acres as shown on the Plat of Westwood Village Phase One recorded at Plat 92-47 and S/L 2-A containing 1.7392 acres and S/L 2-B containing 7.8204 acres as shown on the Plat of Westwood Village Subdivision Phase Two recorded at Plat 93-62 of the Portage County Plat Records.

The easement herein conveyed shall be for the following purposes:

1) To provide the lands known as S/L 2-B as described above with a view of the pond immediately north of the easement area (Easement Premises) as depicted on "Exhibit A".

Grantor agrees not to develop the Easement Premises or places or construct anything on the Easement Premises that would obstruct the view of S/L 2-B across the Easement Premises of the pond immediately north of the Easement Premises.

2) To provide the owners of condominium units located on S/L 1-A, S/L 1-B, S/L 2-A and S/L 2-B with ingress and egress to

VOL 0190  
PAGE 010

the bank of the pond abutting the Easement Premises as described in "Exhibit A".

However, Grantor and Grantor's successors and assigns, shall have the right to use the Easement Premises for any and all purposes not inconsistent with the easements herein granted.

Grantor reserves the following rights and privileges in the Easement Premises:

- 1) Except as provided for below, the Easement Premises shall be maintained by Grantor and its successors and assigns. Grantor maintains the right to assign its rights and obligations under this easement to a homeowners' association as described below.
- 2) The pond shall be maintained by the Grantor and its successors and assigns.
- 3) The Grantor shall have the right to remove any items of personal property or fixtures from the Easement Premises and shall have control of all landscaping on the Easement Premises.
- 4) Grantor shall have right to work around the entire perimeter of the pond.
- 5) The pond shall remain the exclusive property of the Grantor, subject only to the right of the Grantees to fish the pond.

It is further agreed that the Grantees shall not place any items of personal property or fixtures upon the Easement Premises without the express written consent of the Grantor and its successors and assigns and that the Grantees shall not commit waste or create any unsightly conditions on the Easement Premises.

At such time as Grantor forms a Homeowners' Association for the premises to be developed by Grantor of which the Easement Premises are a part and known as Block "A" on the Plat of Westwood Subdivision Phase Two, Plat Record 93-62 of the Portage County Plat Records and said Homeowners' Association shall assume the maintenance of the Easement Premises: until that time the easement area shall be maintained by Grantee. In any event the obligation of the Grantee to maintain the Easement Premises shall terminate on January 1, 1999.

TO HAVE AND TO HOLD the above granted and bargained rights, privileges and easements belonging unto the Grantee, its successors and assigns forever, subject however, to the above conditions, terms and covenants.

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Signed and acknowledged  
in the presence of:

[Signature]  
Roy H. BATISTA  
[Signature]  
LARRY T. ASHTON

QUAIL HILL PARTNERSHIP, ✓  
a Partnership

By: [Signature] ✓  
Robert J. DeHoff, Partner

By: [Signature] ✓  
William J. Lemmon, Partner

WESTWOOD VILLAGE CONDOMINIUM  
ASSOCIATION, INC.

[Signature]  
GINA CARPARA

By: [Signature] Kasper.

RECEIVED FOR RECORD  
AT 14:36:13 AM/PM

INDEXED 9613439 326  
O.R. VOL 120 SID 513  
LINDA M. FARSHAUSER  
PORTAGE COUNTY RECORDER

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named QUAIL HILL PARTNERSHIP, an Ohio Partnership, by Robert J. DeHoff, Partner, and William J. Lemmon, Partner, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of said partnership, and the free act and deed of them personally and as such partners.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 14th day of June, 1996.

[Signature]  
Notary Public  
CHERYL L. WALLER  
Notary Public, State of Ohio  
My Commission Expires Jan. 2, 2001

STATE OF OHIO, PORTAGE COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC., an Ohio Non-Profit Corporation, by Joseph Wesley, its President, who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said non-profit corporation, and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Ravenna, Ohio, this 26th day of June, 1996.

[Signature]  
Notary Public

DENSE M. CONNER, Notary Public  
STATE OF OHIO  
Resident Summit County  
My Commission Expires April 8, 1999

INSTRUMENT PREPARED BY:

ROY H. BATISTA  
Attorney at Law  
Belpar Professional Centre  
4808 Munson Avenue, N.W.  
Canton, Ohio 44718  
Phone: (330) 499-0900  
Fax: (330) 499-0950

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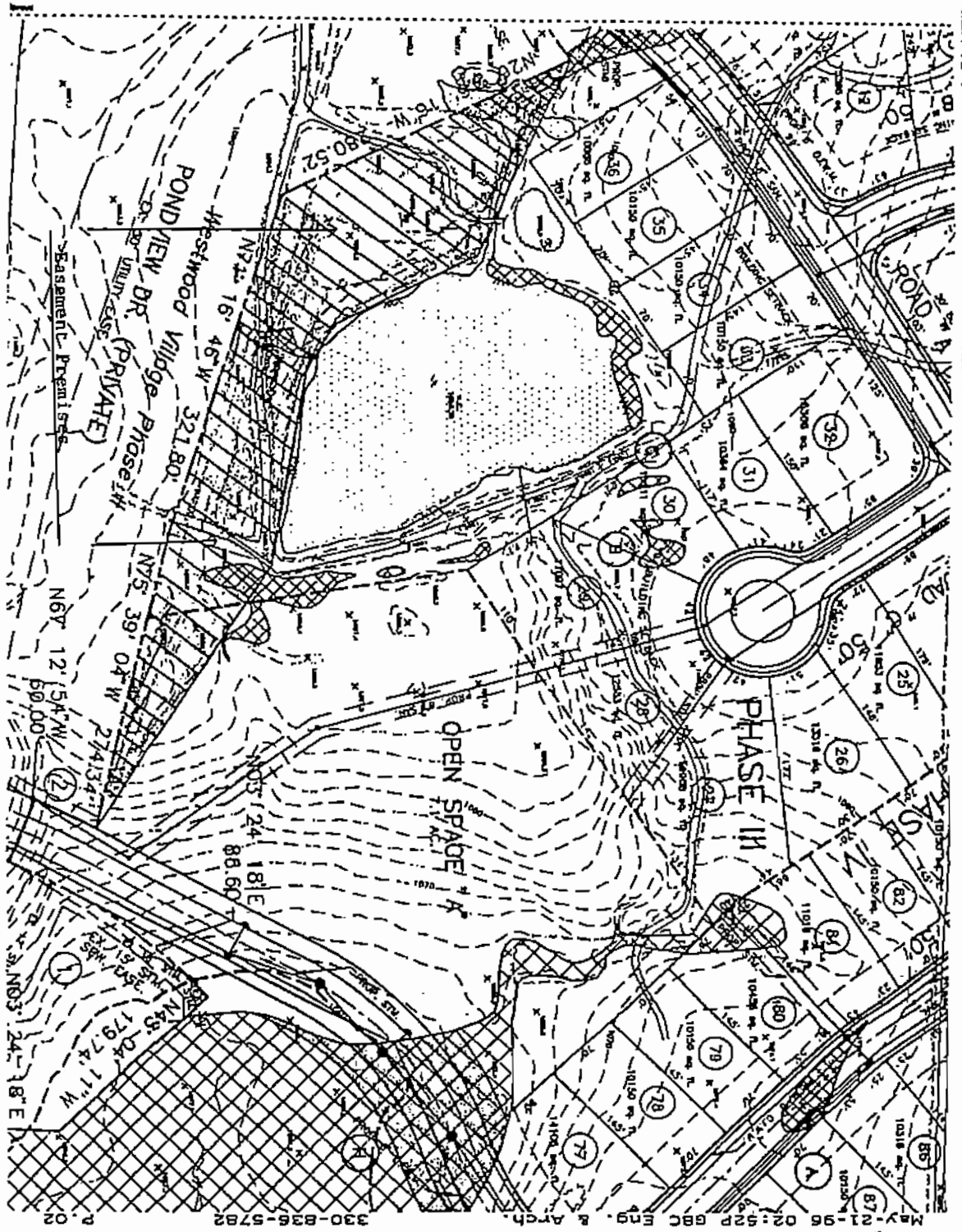
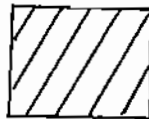


EXHIBIT A



Easement Premises

VOL 0120 PAGE 513

**QUIT CLAIM DEED**

**KNOW ALL MEN BY THESE PRESENTS**, that QUAIL HILL PARTNERSHIP, an Ohio general partnership, (Grantor), of Stark County, for valuable consideration received to its full satisfaction of WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION (Grantee), receipt of which is hereby acknowledged, whose tax mailing address will be c/o Young's Property Management, 3104 Hodgson Drive, Ravenna, Ohio 44266, does hereby remise, release and forever quit claim to the said Grantee, its successors and assigns forever, the full undivided interest in all the estate, right, title and interest of said Grantor in and to the following described property (hereinafter "Premises"):

Situated in the Township of Ravenna, County of Portage, and State of Ohio:

And known as being Block B, being further described as follows:

Containing .0203 Acres as shown on the Plat of Forest Ridge Phase One recorded at Plat 97-31 of the record of plats of Portage County, Ohio.

Subject to the drainage easement and public utilities easement shown on said plat.

19-347-00-00-015-078  
7-20-98  
TAX MAP DEPT  
LEGAL DESCRIPTION  
 SUFFICIENT  DEFICIENT  
 NO DIVISION OF LAND

**TO HAVE AND TO HOLD** the Premises aforesaid, with the appurtenances thereto belonging to the said Grantee, its heirs, successors and assigns, so that neither the said Grantor, nor its successors or assigns, nor any other persons claiming title through or under Grantor, shall or will hereafter claim or demand any right or title to the said full undivided interest in said Premises, or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

BOOK 322  
PAGE 0224

**IN WITNESS WHEREOF**, this 10th day of July, 1998.

IN THE PRESENCE OF:

Raymond E. Shanabruch  
Witness Raymond E. Shanabruch

Molly R. Johannig  
Witness Molly R. Johannig

QUAIL HILL PARTNERSHIP

BY William J. Lemmon  
William J. Lemmon

Filed  
PARTNERSHIP NO. \_\_\_\_\_  
Date 7-20-98 At \_\_\_\_\_  
LINDA K. FANKHAUSER  
Portage County Recorder  
Fcc \_\_\_\_\_

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named William J. Lemmon a partner of QUAIL HILL PARTNERSHIP who on behalf of Quail Hill Partnership did sign the foregoing instrument and acknowledged the signing of this instrument as the free act and deed of said partnership and himself.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at  
North Canton, Ohio, this 10th day of July, 1998.

*Molly R. Johannig*  
Notary Public

MOLLY R. JOHANNIG  
Notary Public, State of Ohio  
My Commission Expires April 28, 2002

THIS INSTRUMENT PREPARED BY:

ROBERT J. ANDREWS, JR. (0025043)  
ANDREWS & ASSOCIATES  
8138 Main Street  
Garrettsville, Ohio 44231

RECEIVED FOR RECORD  
AT 10:15:33 AM/PM  
9818979 #20  
O.R. # 322  
LIRJE & ASSOCIATES  
PORTAGE COUNTY RECORDER  
FEE 14.00

TRANSFERRED  
SEC. 319.54 (F-2) .50  
SEC. 319.002

JUL 20 1998

INDEXED X

*Janet Eposito*  
PORTAGE COUNTY AUDITOR

BOOK 322 PAGE 0225



KNOW ALL MEN BY THESE PRESENTS:

THAT R I C DEVELOPERS, INC.  
a Corporation, the Grantor, for the consideration of ten dollars  
(\$ 10.00 ) received to its full satisfaction of  
ASSOCIATION

WESTWOOD VILLAGE CONDOMINIUM ✓

c/o Smiles Realty, Inc. the Grantee,  
whose TAX MAILING ADDRESS will be P.O. Box 693, Kent, Ohio 44240  
does give, grant, bargain, sell and convey unto the said Grantee its heirs and assigns the following described premises:

Situated in the Township of Ravenna, County of Portage and State of Ohio: And known as  
being Sublot 1-E of Westwood Village Subdivision Phase Two, as recorded in Plat Book  
93, Page 62 of Portage County Records.

TAXMAP DEPT.  
6-19-01  
LEGAL DESCRIPTION  
 SUFFICIENT  DEFICIENT  
 NO DIVISION OF LAND

~~TRANSFERRED~~  
SEC.319.54(F-2) 1.50%  
SEC.319.202  
JUN 19 2001

PPN: 29-341-00-00-083-001 ✓

Janet Repasita  
PORTAGE COUNTY AUDITOR

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereunto belonging, unto the  
said Grantee its heirs and assigns forever. And R I C DEVELOPERS, INC.

, the  
said Grantor, does for itself and its successors and assigns, covenant with the said Grantee its heirs and assigns, that at and until  
the ensembling of these presents, it is well seized of the above described premises, as a good and indefensible estate in FEE SIMPLE, and  
has good right to bargain and sell the same in manner and form as above written, that the same are free and clear from all incumbrances  
whatsoever

Excepting therefrom such encroachments as do not materially adversely affect the use or  
value of the property, recorded restrictions, easements and conditions, including without  
limitation, subsurface rights, zoning ordinances, if any, and taxes and assessments, both  
general and special, which are a lien on the property but are not currently due and  
payable, I WILL WARRANT AND DEFEND said premises, with the appurtenances thereunto belonging, to the said Grantee its  
heirs and assigns forever, against all lawful claims and demands whatsoever

In Witness Whereof, said corporation hereunto sets its hand and corporate seal, by R I C DEVELOPERS, INC.

JOSEPH O. WESLEY its PRESIDENT and  
15th day of June in the year of our Lord Two Thousand One. this  
R I C DEVELOPERS, INC. ✓

Signed and acknowledged in the presence of:

*[Handwritten signatures]*  
JOHN M. ...  
NAOMI N. ST. JULIAN

JOSEPH O. WESLEY its PRESIDENT

State of Ohio, County of Cuyahoga ss.  
BE IT REMEMBERED, That on this 15th day of June, 2001, before me,  
the subscriber, a Notary Public in and for said state, personally appeared the above named, R I C DEVELOPERS, INC.

JOSEPH O. WESLEY its PRESIDENT and  
acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of said Corporation, and the free act  
and deed of each of them personally and as such officers.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

*[Handwritten signature]*  
-(Notary)  
Notary Public-State of  
My Commission Expires:

This instrument was prepared by Anthony J. Asher  
Attorney At Law

NAOMI N. ST. JULIAN  
Notary Public, STATE of OHIO  
Commission Expires June 12, 2005  
(Recorded in Portage County)

- Gdm

RECEIVED FOR RECORD  
AT 15:09:06

20 0116045 3196

LINK: HANSEER  
PORTAGE BY RECORDER

FEE 14.00

**INDEXED**

ENC. X  
LINDA FANKHAUSER  
PORTAGE CO. RECORDER

200221414 = 158

RECEIVED FOR RECORD  
AT 12:26:34  
FEE 44.00

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP OF **INDEXED**  
WESTWOOD VILLAGE HOMES, X  
A PLANNED CONDOMINIUM DEVELOPMENT

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP OF WESTWOOD VILLAGE HOMES, A PLANNED CONDOMINIUM DEVELOPMENT RECORDED AT VOLUME 1133, PAGE 676 ET SEQ. OF THE PORTAGE COUNTY RECORDS.

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP OF  
WESTWOOD VILLAGE HOMES,  
A PLANNED CONDOMINIUM DEVELOPMENT

WHEREAS, the Declaration of Condominium Ownership of Westwood Village Homes, a Planned Condominium Development (the "Declaration") and the Bylaws of Condominium Ownership (the "Bylaws"), Exhibit B to the Declaration, was recorded at Portage County Records Volume 1133, Page 676 et seq., and

WHEREAS, the Westwood Village Condominium Association is a corporation consisting of all Unit Owners in Westwood Village Condominium and as such is the representative of all Unit Owners, and

WHEREAS, Section 16 of said Declaration authorizes amendments to the Declaration and Section 8.10 of said Bylaws authorized amendments to the Bylaws, and

WHEREAS, Unit Owners representing in excess of 75.00% of the Association's voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments"), and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the President of the Association that, at a meeting held November 20, 1998, Unit Owners entitled to exercise at least 75.00% of the total voting power of the Association approved five (5) amendments to the Bylaws, Exhibit B of the Declaration, and

WHEREAS, the Association has in its records the consents, if any, to the amendments of the mortgagees as certified by the President in the attached Exhibit B, and

WHEREAS, the Association has in its records the signed, written consents to Amendment 1 signed by Unit Owners representing at least 75.00% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing at least 75.00% of the Association's voting power authorizing the Association's officers to execute Amendment 1 on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment 2 signed by Unit Owners representing at least 75.00% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing at least 75.00% of the Association's voting power authorizing the Association's officers to execute Amendment 2 on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment 3 signed by Unit Owners representing at least 75.00% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing at least 75.00% of the Association's voting power authorizing the Association's officers to execute Amendment 3 on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment 4 signed by Unit Owners representing at least 75.00% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing at least 75.00% of the Association's voting power authorizing the Association's officers to execute Amendment 4 on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment 5 signed by Unit Owners representing at least 75.00% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing at least 75.00% of the Association's voting power authorizing the Association's officers to execute Amendment 5 on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership of Westwood Village Homes, a Planned Condominium Development have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership of Westwood Village Homes, a Planned Condominium Development is hereby amended by the following:

#### AMENDMENT 1

MODIFY BYLAWS SECTION 2.3, entitled "Annual Meeting." Said modification, to be made on Page 2 of the Bylaws, Exhibit B of the Declaration, as recorded at Portage County Records Volume 1133, Page 676 et seq., is as follows (deleted language stricken; new language underlined):

2.3 Annual Meeting. Each year, the Board of Managers shall specify the date, time and place for the annual meeting of Unit Owners, which shall be held in the month of ~~June~~ September. The purpose of the annual meeting shall be to elect the Board of Managers, to consider reports to be presented before the meeting and to transact any other business that may properly be brought before the meeting.

#### AMENDMENT 2

MODIFY BYLAWS SECTION 3.1, entitled "Number; Qualification; Compensation." Said modification, to be made on Page 4 of the Bylaws, Exhibit B of the Declaration, as recorded at Portage County Records Volume 1133, Page 676 et seq., is as follows (deleted language stricken; new language underlined):

3.1 Number; Qualification; Compensation. There shall be ~~three (3)~~ five (5) members ("Managers") of the Board of Managers ("the Board"). After December 1, 2001, the number of Board members may be changed to any number greater than one by a majority vote of the Unit Owners. ~~A Manager appointed by the Declarant need not be a Unit Owner.~~ A Manager elected by Unit Owners shall be a Unit Owner, except that if a Unit Owner is a corporation, partnership, joint venture or other entity, the Unit Owner may elect as a Manager an officer, partner, joint venture or like individual affiliated with that Unit Owner. Managers shall serve without compensation.

#### AMENDMENT 3

MODIFY BYLAWS SECTION 3.3, entitled "Term." Said modification, to be made on Page 5 of the Bylaws, Exhibit B of the Declaration, as recorded at Portage County Records Volume 1133, Page 676 et seq., is as follows (deleted language stricken; new language underlined):

3.3 Term. ~~A Manager appointed by Declarant shall serve until Declarant removes the Manager, the Manager dies or resigns, or a successor is elected by Unit Owners as provided in Section 3.2.1.~~

The Managers elected by the Unit Owners at ~~the Development Period Special Meeting~~ shall be elected to staggered terms of the following lengths: ~~two (2) Manager(s) shall be elected to a one year term, and one (1) Manager shall be elected to a two year term~~ those two (2)

of the four new Managers, with the least votes, shall be elected for two (2) year terms, respectively, and those two (2) of the four Managers, with the most votes, shall be elected for terms, respectively, of three (3) years. Following this election the terms for all Board Members shall uniformly be three (3) year terms for all Managers.

~~Each Manager elected by the Unit Owners after the Development Period Special Meeting shall serve for a three year term until the next annual meeting of Unit Owners and until a successor is elected, or until the Manager's earlier resignation, removal from office, or death.~~

A Manager may be reelected or reappointed for additional terms.

#### AMENDMENT 4

MODIFY BYLAWS SECTION 3.5, entitled "Resignation; Removal; Vacancies." Said modification, to be made on Page 5 of the Bylaws, Exhibit B of the Declaration, as recorded at Portage County Records Volume 1133, Page 676 et seq., is as follows (deleted language stricken; new language underlined):

3.5 Resignation; Removal; Vacancies. A Manager may resign at any time by oral statement made at a meeting of the Board or by written notice to the Secretary. The resignation shall take effect immediately or at the time specified by the resigning Manager.

~~A Manager appointed by Declarent may be removed by Declarent at any time, with or without cause.~~ An elected Manager whose removal has been proposed by a Unit Owner shall be given an opportunity to speak at an annual or special meeting of to Unit Owners, after which that Manager may be removed, with or without cause, by the vote of Unit Owners entitled to exercise at least a majority of the voting power of all Unit Owners in good standing.

If a vacancy is created because of resignation, removal or death, a successor shall be appointed or elected by the Board of Managers membership majority vote to serve for the unexpired term of the departed Manager until the next general meeting, at which a successor shall be elected by a majority vote of the Unit Owners to serve out the remainder (if any) of the term. ~~Declarent shall appoint a successor for any appointed Manager, and the Unit Owners shall elect a successor for any elected Manager using the~~

~~procedure set forth in Section 3.4, at an annual meeting of Unit Owners or at any special meeting of the Unit Owners called for the purpose of filling this vacancy.~~

AMENDMENT 5

MODIFY BYLAWS SECTION 5.2.4, entitled "Common Surplus." Said modification, to be made on Page 11 of the Bylaws, Exhibit B of the Declaration, as recorded at Portage County Records Volume 1133, Page 676 et seq., is as follows (deleted language stricken; new language underlined):

5.2.4. Common Surplus. If common assessments collected in any given year are in excess of the actual Common Expenses for that year, the Board may either return each Unit's proportionate share or common surplus (as defined in the Condominium Act), ~~or~~ credit it to each Unit's monthly payment(s) for the annual common assessment for the following year, or accumulate the surplus for future use as the Board of Managers shall deem is in the best interest of the Association.

WITNESS WHEREOF, the said Westwood Village Condominium Association has caused the execution of this instrument this   1   day of July, 2002.

WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION */*

Signed in the presence of:

x *Jayne E. Juran*  
Witness: *Jayne E. Juran*

By: *Mary Bosworth*  
MARY BOSWORTH, its President



STATE OF OHIO )  
 )  
COUNTY OF Portage ) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Westwood Village Condominium Association, by its President, who acknowledged that she did sign the foregoing instrument, on Page 6 of 9, and that the same is the free act and deed of said corporation and the free act and deed her personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Ravenna, Ohio, this 1 day of July, 2002.

  
NOTARY PUBLIC



**JAYNE E. JWAN**  
Notary Public - State of Ohio  
Resident Summit County  
Commission Expires Oct. 3, 2006

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

EXHIBIT A

AFFIDAVIT

STATE OF OHIO )  
 )  
COUNTY OF Portage ) SS

MARY BOSWORTH, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Westwood Village Condominium Association.
2. As such President, she can attest that at a meeting held November 20, 1998, Unit Owners entitled to exercise at least 75.00% of the total voting power of the Association approved each of the five (5) amendments to the Bylaws, Exhibit B of the Declaration.
3. Further affiant sayeth naught.

Mary Bosworth  
MARY BOSWORTH, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named MARY BOSWORTH who acknowledges that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Ravenna, Ohio, this 1 day of July, 2002.



JAYNE E. JWAN  
Notary Public - State of Ohio  
Resident Summit County  
My Commission Expires Oct. 3, 2008

Jayne E. Jwan  
NOTARY PUBLIC

EXHIBIT B

CERTIFICATION OF PRESIDENT

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

N O N E

*Mary Bosworth*  
MARY BOSWORTH, ~~Secretary~~ President #13

STATE OF OHIO )  
 ) SS  
COUNTY OF Portage )

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named MARY BOSWORTH who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Ravenna, Ohio, this 1 day of July, 2002.



JAYNE E. JWAN  
Notary Public - State of Ohio  
Resident Summit County  
My Commission Expires Oct. 3, 2006

*Jayne E. Jwan*  
NOTARY PUBLIC

<sup>Y</sup>  
BOHNE M. HOWE  
PORTAGE CO. RECORDER

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RECEIVED FOR RECORD

AT 110937

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**INDEXED**

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
OF  
WESTWOOD VILLAGE HOMES ✓

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
CONDOMINIUM OWNERSHIP OF WESTWOOD VILLAGE HOMES RECORDED AT  
VOLUME 1133, PAGE 676 ET SEQ. OF THE PORTAGE COUNTY RECORDS.

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP OF  
WESTWOOD VILLAGE HOMES

WHEREAS, the Declaration of Condominium Ownership of Westwood Village Homes (the "Declaration") and the Bylaws of Westwood Village Condominium Association (the "Bylaws"), Exhibit B to the Declaration, were recorded at Portage County Records Volume 1133, Page 676 et seq., and

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

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

WHEREAS, the proceedings necessary to amend the Declaration as permitted by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership of Westwood Village Homes have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership of Westwood Village Homes is hereby amended by the Board of Directors as follows:

- (1) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements."
- (2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements."
- (3) All references in the Declaration and Bylaws to the term "Board of Managers" shall be replaced with the term "Board of Directors."
- (4) DELETE DECLARATION SECTION 5.6, entitled "Service of Process," in its entirety. Said deletion is to be made on Pages 6 - 7 of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq.

INSERT a new DECLARATION SECTION 5.6, entitled "Service of Process." Said addition, to be made on Pages 6 - 7 of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq., is as follows:

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

(5) DELETE ITEM (v) of the 1<sup>st</sup> PARAGRAPH of DECLARATION SECTION 17, entitled "REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS," in its entirety. Said deletion is to be made on Page 23 of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq.

INSERT a new ITEM (v) to the 1<sup>st</sup> PARAGRAPH of DECLARATION SECTION 17, entitled "REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS." Said addition, to be made on Page 23 of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq., is as follows:

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

(6) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION SECTION 14.5, entitled "Lien of Association." Said new addition, to be added on Page 19 of the Declaration; as recorded at Portage County Records, Volume 1133, Page 676 et seq., is as follows:

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

(7) INSERT a new PARAGRAPH to the end of DECLARATION SECTION 13.8, entitled "Rental of Units." Said new addition, to be added on Page 17 of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, as the Unit Owner's Agent, in the name of the Unit Owner. In addition to any procedures required by Chapters 5321 and 1923 of the

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

(8) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION SECTION 14.1, entitled "General." Said new addition, to be added on Page 18 of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq., is as follows:

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

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

(9) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of BYLAWS SECTION 6.6, entitled "Special Services." Said new addition, to be added on Page 15 of the Bylaws, Exhibit B of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq., is as follows:

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

(10) INSERT a new SECTION 13.11, entitled "Owner/Resident Information," to DECLARATION SECTION 13. Said new addition, to be added on Page 17 of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq., is as follows:

13.11 Owner/Resident Information. In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Unit Owner shall, within thirty (30) days of the recording of this Amendment or within thirty (30) days of title transferring to the Unit Owner, provide to the Association the Unit Owner's

and/or all occupants' names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any person who manages the Unit as an agent of that Owner. Any change in the information shall be provided to the Board, in writing, within thirty (30) days of said change.

(11) MODIFY the 1<sup>ST</sup> SENTENCE of BYLAWS SECTION 3.1, entitled "Number; Qualification; Compensation" and INSERT a new SENTENCE thereafter. Said modification, to be made on Page 4 of the Bylaws, Exhibit B of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq., and as amended at Portage County Records, Instrument Number 200221414, is as follows: (deleted language is crossed out; new language is underlined)

There shall be five (5) Members ("~~Directors~~ Managers") of the Board of ~~Directors Managers~~ ("the Board"), each of whom must be a Unit Owner or the spouse of a Unit Owner. That notwithstanding, no one (1) Unit may be represented by more than one (1) person on the Board at any one (1) time.

(12) INSERT a new 2<sup>nd</sup> SENTENCE to the end of BYLAWS SECTION 3.7, entitled "Regular Meetings." Said new addition, to be added on Page 6 of the Bylaws, Exhibit B of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq., is as follows:

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

(13) INSERT a new PARAGRAPH (h) to BYLAWS SECTION 3.15, entitled "Board Powers," and INSERT new SUBPARAGRAPHS (i), (ii), (iii), (iv), (v), and (vi), thereafter. Said new additions to be added on Page 7 of the Bylaws, Exhibit B of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq., is as follows:

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

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



(ii) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;

(iii) Grant easements, leases, licenses, and concessions through or over the Common Elements;

(iv) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;

(v) Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health or safety of the occupants of that Unit or another Unit;

(vi) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

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

IN WITNESS WHEREOF, the said WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION has caused the execution of this instrument this 9 day of February, 2005.

WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION ✓

By: Mary Bosworth 2/9/05  
MARY BOSWORTH, its President

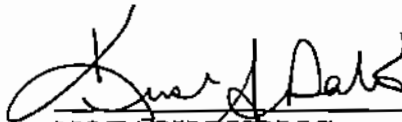
STATE OF OHIO )  
COUNTY OF Summit ) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Westwood Village Condominium Association, by its President, who acknowledged that she did sign the foregoing instrument, on Page 6 of 7, and that the same is the free act and deed of said corporation and the free act and deed of each of her personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Stow, Ohio, this 9 day of February, 2005.



KRISTEN A. DATA  
Notary Public, State of Ohio  
My Commission Expires Oct. 2, 2008

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

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

X  
BONNIE M. HOWE  
PORTAGE CO. RECORDER

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**INDEXED**

AMENDMENTS TO THE

DECLARATION OF CONDOMINIUM OWNERSHIP

OF

WESTWOOD VILLAGE HOMES ✓

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
CONDOMINIUM OWNERSHIP OF WESTWOOD VILLAGE HOMES RECORDED AT  
VOLUME 1133, PAGE 676 ET SEQ., OF THE PORTAGE COUNTY RECORDS.

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP OF  
WESTWOOD VILLAGE HOMES

WHEREAS, the Declaration of Condominium Ownership of Westwood Village Homes (the "Declaration") and the Bylaws of Condominium Association (the "Bylaws"), Exhibit B to the Declaration, were recorded at Portage County Records Volume 1133, Page 676 et seq., and

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

WHEREAS, Section 16 of said Declaration authorizes amendments to the Declaration and Bylaws Section 8.10 authorizes amendments to the Bylaws, and

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

WHEREAS, the Association has in its records the signed, written consents to Amendment A signed by Unit Owners representing 75.75% of the Association's voting power as of February 23, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 75.75% of the Association's voting power authorizing the Association's officers to execute Amendment A on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment B signed by Unit Owners representing 78.78% of the Association's voting power as of February 23, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 78.78% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment C signed by Unit Owners representing 83.33% of the Association's voting power as of February 23, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 83.33% of the Association's voting power authorizing the Association's officers to execute Amendment C on their behalf, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President that Unit Owners representing at least 75% of the Association's voting power affirmatively approved the Amendments, in writing, and

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

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

NOW THEREFORE, the Declaration of Condominium Ownership of Westwood Village Homes is hereby amended by the following:

#### AMENDMENT A

DELETE DECLARATION SECTION 13.8 entitled, "Rental of Units," in its entirety. Said deletion is to be taken from Page 17 of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq., and as amended at Instrument No. 200503380 of the Portage County Records.

INSERT a new DECLARATION SECTION 13.8 entitled, "Rental of Units." Said new addition, to be added on Page 17 of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq., and as amended at Instrument No. 200503380 of the Portage County Records, is as follows:

13.8 Rental of Units. No Unit shall be leased, let or rented, whether for monetary compensation or not, by a Unit Owner to others for business, speculative, investment or any other purpose. The purpose of this restriction is to create a community of resident owners, subject to the following:

(a) This restriction does not apply to: (1) Units that are occupied by the parent(s) or child(ren) of the Unit Owner; or, (2) any Unit Owner leasing his/her Unit at the time of recording of this amendment with the Portage County Recorder's, and who has registered his/her Unit as being leased with the Association within ninety (90) days of the recording of this amendment, said Unit Owner shall continue to enjoy the privilege of leasing that Unit until the title to said Unit is transferred to a subsequent Unit Owner.

(b) To meet a special situation and to avoid an undue hardship or practical difficulty, each Unit Owner has the right to lease his/her Unit, provided the Unit Owner gives prior written notice to the Board, to a specified lessee for a one-time period not less than six (6) consecutive months nor more than twenty-four (24) consecutive months. The one-time hardship exception of up to twenty-four (24) months may in no event be extended beyond the one twenty-four (24) month period.

(c) In no event shall a Unit be rented by the Unit Owner thereof for transient purposes, which is defined to mean a rental for any period less than six (6) full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Unit, in whole or in part, is also prohibited.

(d) All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and rules and regulations. The Board has the authority to dispossess the lessee or otherwise act for the Unit Owner for violation of the Declaration, Bylaws or the rules and regulations pursuant to Ohio Revised Code Section 5311.19(B)(1). Any land contract for the sale of a Unit must be recorded and a recorded copy of the same shall be delivered to the Association. Any land contract not recorded shall be considered an impermissible lease. The Unit Owner shall continue to be responsible for all obligations of ownership of his/her Unit and shall be jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. Copies of all exempted leases shall be delivered to the Board prior to the beginning of the lease term.

(e) In accordance with Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, as the Unit Owner's Agent, in the name of the Unit Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit Owner at least ten days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Unit Owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on the leasing of Units. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds,

provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

### AMENDMENT B

INSERT a new DECLARATION SECTION 14.11 entitled, "Cost of Collection." Said new addition, to be added on Page 20 of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq., is as follows:

14.11 Cost of Collection. A Unit Owner, who fails to pay any assessments within ten (10) days after same have become due and payable, shall be liable for any late charges as established by the Board and any and all costs incurred by the Association in connection with the collection of said Unit Owner's account, including reasonable attorney fees, recording costs, title reports and/or court costs.

INSERT a new 5<sup>th</sup> PARAGRAPH to DECLARATION SECTION 17 entitled, "REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS." Said new addition, to be added on Page 24 of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq., is as follows:

If any Unit Owner (either by his or her conduct or by the conduct of any occupant or guest of his or her Unit) shall violate any provision of the Declaration, Bylaws or rules and regulations adopted by the Board, said Unit Owner shall pay to the Association, in addition to any other sums due, any enforcement assessments for violation of said provision or rule levied by the Board, all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule, including reasonable attorney fees and/or court costs. Said enforcement assessments, costs and expenses shall be charged as a special assessment against said Unit Owner. The Association, in addition to all other remedies available, shall have the right to place a lien upon the estate or interest of said Unit Owner as further explained and set forth in Declaration Article 14.5.

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

## AMENDMENT C

INSERT a new BYLAWS SECTION 2.2.3 entitled, "Absentee Ballots." Said new addition, to be added on Page 2 of the Bylaws, Exhibit B of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq., is as follows:

2.2.3 Absentee Ballots. For the election of members to the Board, the following procedure shall be used:

2.2.3.1 Notice shall be sent out, not less than sixty (60) days before the scheduled election. The notice shall explain the qualifications for serving on the Board, the number of positions up for election and their respective terms.

2.2.3.2 Any Unit Owner desiring to be a candidate must give written notice to the Board not less than forty (40) days before the scheduled election and, if desired, include an information sheet regarding his candidacy, no larger than 8 1/2 by 11 inches.

2.2.3.3 Absentee ballots, with dual return envelopes and information sheets, if any, submitted by the candidates, will then be distributed with the notice of the meeting. The absentee ballots shall list the number of Board positions up for election and their respective terms. The absentee ballots shall also list the names of all of the proposed candidates and provide space for write-in candidates. The outside envelope shall be signed by the Unit Owner(s) and used as a record of receipt of the Unit Owner's ballot as well as to determine quorum.

2.2.3.4 Absentee ballots must be returned, within the dual envelopes, on or before the date of said meeting and the inner envelope shall be opened only by the inspectors of election and counted with the votes cast at the meeting.

2.2.3.5 Ballots received subsequent to said meeting shall be held invalid.

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



IN WITNESS WHEREOF, the said Westwood Village Condominium Association has caused the execution of this instrument this 24 day of March, 2006.

WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION ✓

By: Alberta Caetta  
ALBERTA CAETTA, its President

By: Paul Worthing  
PAUL WORTHING, its Secretary

STATE OF OHIO )  
  )  
COUNTY OF Portage                              )     SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Westwood Village Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 7 of 9, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Kent, Ohio, this 24<sup>th</sup> day of March, 2006.

Dave M. Miller  
NOTARY PUBLIC  
DAVE M. MILLER  
Notary Public, State of Ohio  
My Commission Expires July 11, 2010

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

EXHIBIT A

AFFIDAVIT

STATE OF OHIO )  
 )  
COUNTY OF Portage ) SS

ALBERTA CAETTA, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Westwood Village Condominium Association.
2. The Association received the signed, written consents of Unit Owners representing 75.75%, 78.78% and 83.33% approval of the Association's voting power in favor of Amendments A, B and C, respectively, to the Declaration of Condominium Ownership of Westwood Village Homes in accordance with the provisions of Declaration Section 16 and caused such signed, written consents to be filed with the corporate records for Westwood Village Condominium Association.
3. Further affiant sayeth naught.

Alberta Caetta  
ALBERTA CAETTA, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named ALBERTA CAETTA who acknowledges that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Kent, Ohio, this 24<sup>th</sup> day of March, 2006.

Dave Miller  
NOTARY PUBLIC

DAVE M. MILLER  
Notary Public, State of Ohio  
My Commission Expires July 11, 2010

EXHIBIT B

CERTIFICATION OF SECRETARY

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

NONE

Paul Worthing  
PAUL WORTHING, Secretary

STATE OF OHIO )  
 )  
COUNTY OF Portage ) SS

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Keat, Ohio, this 24<sup>th</sup> day of March, 2006.

Dave Miller  
NOTARY PUBLIC

*Qmw*  
DOMINIC M. HOWE  
PORTAGE CO. RECORDER

201017539

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AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
OF  
WESTWOOD VILLAGE HOMES ✓

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
CONDOMINIUM OWNERSHIP OF WESTWOOD VILLAGE HOMES  
RECORDED AT VOLUME 1133, PAGE 676 ET SEQ., OF THE PORTAGE  
COUNTY RECORDS.

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP OF  
WESTWOOD VILLAGE HOMES

WHEREAS, the Declaration of Condominium Ownership of Westwood Village Homes (the "Declaration") and the Bylaws of Condominium Association (the "Bylaws"), Exhibit B to the Declaration, were recorded at Portage County Records Volume 1133, Page 676 et seq., and

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

WHEREAS, Section 16 of said Declaration authorizes amendments to the Declaration and Bylaws Section 8.10 authorizes amendments to the Bylaws, and

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

WHEREAS, the Association has in its records the signed, written consents to Amendments A, B, D, and H signed by Unit Owners representing 82% of the Association's voting power as of April 1, 2010, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 82% of the Association's voting power authorizing the Association's officers to execute Amendments A, B, D and H on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendments C and F signed by Unit Owners representing 79% of the Association's voting power as of April 1, 2010, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 79% of the Association's voting power authorizing the Association's officers to execute Amendments C and F on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendments E and G signed by Unit Owners representing 80% of the Association's voting power as of April 1, 2010, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 80% of the Association's voting power authorizing the Association's officers to execute Amendments E and G on their behalf, and

WHEREAS, copies of Amendment C were mailed to all mortgagees having bona fide liens of record against any Unit Ownerships as reported by the Unit Owners; and

WHEREAS, there is on file in the Association's records the express consent from said mortgagees to Amendment C; and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President that Unit Owners entitled to exercise at least 75% approved the Amendments, and

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

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

NOW THEREFORE, the Declaration of Condominium Ownership of Westwood Village Homes is hereby amended by the following:

#### AMENDMENT A

INSERT a new DECLARATION SECTION 13.12 entitled, "Animals and Pets." Said new addition, to be added on Page 17 of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq., is as follows:

13.12 Animals and Pets. No animals, birds, rabbits, livestock, fowl, reptiles or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs (excluding, however, any dog of vicious breed as further described below), cats, domestic, caged (including bird cages and fish tanks) or other household pets may be kept in Units, subject to rules and

regulations adopted by the Board of Directors, 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 Directors of the Association; and provided further that they are not permitted in any area of the Condominium Property other than the Units unless they are on a hand-held leash, being carried, or otherwise transported and they are permitted only on those portions of the Condominium Property as shall have been designated for them by the Board.

The term "household pet" does not include "exotic" animals as defined by the Board from time to time, including, but not limited to any snakes, other reptiles, exotic breeds, or wild hybrids. No Doberman, Rottweiler, Presa Canario, any dog commonly known as a pit bull, and any mixed breeds of the foregoing (collectively "Prohibited Dogs") may be kept, harbored, or permitted to remain on any part of the Condominium Property for any length of time. Any "exotic" animal or Prohibited Dog kept on the Condominium Property prior to the recording of this amendment shall be "grandfathered" and permitted to remain on the Condominium Property until its demise or relocation off the Condominium Property, at which time it may not be replaced. If an animal is considered "exotic" or a Prohibited Dog, as determined by the Board, the Owner must obtain and maintain liability insurance of at least \$500,000.00 per occurrence and provide proof of such insurance to the Association within thirty (30) days of any written request from the Board.

A "vicious dog" means a dog that has caused injury, including death, to any person or to another pet. Upon the Board's determination that a given dog is a vicious dog, such dog is prohibited from being kept, harbored, or permitted to remain on any part of the Condominium Property for any length of time.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on pets. Upon the recording of this amendment, only Unit

Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

#### AMENDMENT B

INSERT a new DECLARATION SECTION 13.13 entitled, "Occupancy Restriction." Said new addition, to be added on Page 17 of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq., is as follows:

13.13 Occupancy Restriction. A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Unit or remaining in or on the Condominium Property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association shall not, however, be liable to any Unit Owner or Occupant, or anyone visiting any Unit Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

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



### AMENDMENT C

DELETE DECLARATION SECTION 14.9 entitled, "Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses," in its entirety. Said deletion to be taken from Page 20 of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq. (deleted language is struck-through)

~~14.9 Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses. When the mortgagee of a first mortgage of record or other purchaser of a Unit acquires title to the Unit as a result of foreclosure of the first mortgage or deed in lieu of foreclosure, the acquirer of title shall not be solely liable for the share of the Common Expenses or other assessments chargeable to the Unit which became due before its acquisition of the Unit. The unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Units, including that of the acquirer.~~

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment deleting this provision which removes liability for past due Common Expenses in a foreclosure. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

### AMENDMENT D

MODIFY the 2<sup>nd</sup> PARAGRAPH of BYLAWS SECTION 3.9 entitled, "Notice of Meetings; Attendance by Unit Owners." Said modification, to be made on Page 6 of the Bylaws, Exhibit B of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq., is as follows (deleted language is crossed-out; new language is underlined):

All meetings of the Board shall be open to all Unit Owners. ~~Adequate notice of all meetings shall be posted conspicuously on the Condominium property~~ Unit Owners shall be notified of all Board meetings via newsletter, flyer, e-mail, and/or on the Association's

website at least forty-eight (48) hours before meetings of the Board except in case of emergency. However, non-Director Unit Owners may not participate in the meeting unless given permission to do so by the President or other officer of the Association who is presiding at the meeting. A non-Director may not vote at a meeting of the Board.

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

#### AMENDMENT E

MODIFY the 2<sup>nd</sup> PARAGRAPH of BYLAWS SECTION 5.2.1.3 entitled, "Proportionate Share; Notice." Said modification, to be made on Page 10 of the Bylaws, Exhibit B of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq., is as follows (deleted language is crossed-out; new language is underlined):

By July December 1st of each year, the Board shall give the Unit Owner(s) for each Unit notice of the annual estimated budget and of that Unit's annual common assessment, which is to be itemized to show the amount allocated to the Reserve Fund and the amount allocated for all other purposes.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment modifying when Unit Owners are notified of the annual estimated budget and annual common assessments. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in

the court of common pleas within one year of the recording of the amendment.

#### AMENDMENT F

MODIFY BYLAWS SECTION 2.3 entitled, "Annual Meeting." Said modification, to be made on Page 2 of the Bylaws, Exhibit B of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq., and as amended at Instrument No. 200221414, is as follows (deleted language is crossed-out; new language is underlined):

2.3 Annual Meeting. Each year, the Board of Directors shall specify the date, time and place for the annual meeting of Unit Owners, which shall be held anytime within the 4<sup>th</sup> calendar quarter ~~in the month of September~~. The purpose of the annual meeting shall be to elect the Board of Directors, to consider reports to be presented before the meeting and to transact any other business that may properly be brought before the meeting.

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

#### AMENDMENT G

MODIFY the 3<sup>rd</sup> PARAGRAPH to BYLAWS SECTION 3.5 entitled, "Resignation; Removal; Vacancies." Said modification, to be made on Page 5 of the Bylaws, Exhibit B of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq., and as amended at Instrument No. 200221414, is as follows (new language is underlined):

If a vacancy is created because of resignation, removal or death, ~~a successor shall be appointed or elected by the~~ remaining

Board of Directors membership, though less than a majority of the authorized number of Directors, shall, by a vote of a majority of their number, fill any vacancy for the unexpired term to serve of the departed Director.

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

#### AMENDMENT H

MODIFY BYLAWS SECTION 3.3 entitled, "Term." Said modification, to be made on Page 5 of the Bylaws, Exhibit B of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq., and as amended at Instrument No. 200221414, is as follows (new language is underlined):

3.3 Term. The Directors elected by the Unit Owners shall be elected to staggered terms so that the terms of not less than one-fifth (1/5) of the Board will expire and successors be elected at each annual meeting of the Association ~~of the following lengths: those two (2) of the four new Managers, with the least votes, shall be elected for two (2) year terms, respectively, and those two (2) of the four Managers, with the most votes, shall be elected for terms, respectively, of three (3) years. The Board members must stagger their terms with a 2-2-1 rotation.~~ Following this election the terms for all subsequent elected Board Members shall uniformly be three (3) year terms ~~for all Directors.~~

A Director may be reelected or reappointed for additional terms.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment providing for Board member terms of three (3) years each

with staggered 2-2-1 elections. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Westwood Village Condominium Association has caused the execution of this instrument this 7<sup>th</sup> day of October, 2010.

WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION

By: Harold Clemens  
HAROLD CLEMENS, its President

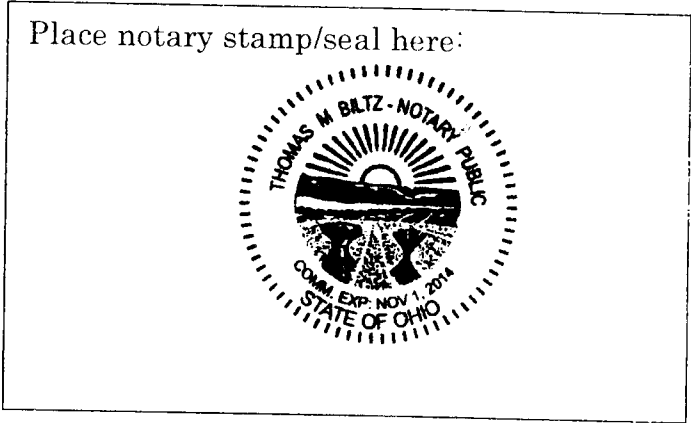
By: Carrie A. Gilly  
CARRIE GILLY, its Secretary

STATE OF OHIO )  
 )  
COUNTY OF PORTAGE ) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Westwood Village Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 10 of 13, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in RAVENNA, Ohio, this 9 day of NOVEMBER, 2010.

Thomas M. Baltz  
NOTARY PUBLIC



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

**EXHIBIT A**  
**AFFIDAVIT**

STATE OF OHIO                    )  
  )  
COUNTY OF PORTAGE        )        SS

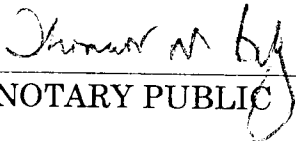
HAROLD CLEMENS, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Westwood Village Condominium Association.
2. The Association received the signed, written consents of Unit Owners representing at least 75% of the Association's voting power in favor of the Amendments to the Declaration in accordance with the provisions of Declaration Section 16 and caused such signed, written consents to be filed with the corporate records for Westwood Village Condominium Association.
3. Further affiant sayeth naught.

  
\_\_\_\_\_  
HAROLD CLEMENS, President

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in PARMA, Ohio, this 9 day of NOV, 2010.

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



**EXHIBIT B**  
**CERTIFICATION OF PRESIDENT AND SECRETARY**

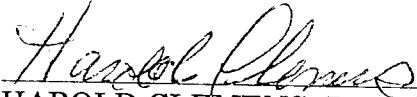

The undersigned, being the duly elected and qualified President and Secretary of the Westwood Village Condominium Association, hereby certifies that there is on file in the Association's records, the names of the following mortgagees, who have consented and not consented to proposed Amendment C to the Declaration.

**CONSENTED AMENDMENT**

Century 21 Mortgage  
PHH Mortgage Services  
Seven Seventeen Credit Union

**REJECTED AMENDMENT**

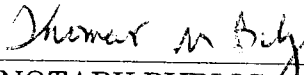
Home Savings Bank  
Portage Community Bank  
Third Federal Savings and Loan

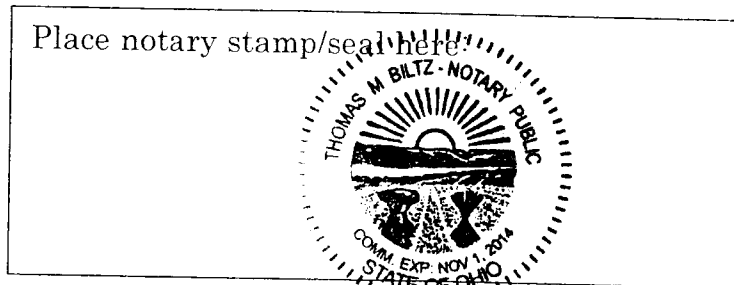
  
\_\_\_\_\_  
HAROLD CLEMENS, President  
  
\_\_\_\_\_  
CARRIE GILLEY, Secretary

STATE OF OHIO                    )  
  )        SS  
COUNTY OF PORTAGE        )

BEFORE ME, a Notary Public in and for said County, personally appeared the above named HAROLD CLEMENS CARRIE GILLEY who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in PAVANIA, Ohio, this 1 day of CTOBER, 2010.

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







Doc ID: 009181140018 Type: OFF  
Recorded: 04/15/2024 at 03:16:29 PM  
Fee Amt: \$166.00 Page 1 of 18  
Portage County Ohio  
Lori Calcei County Recorder  
File **202404371**

**AMENDMENTS TO THE**  
**DECLARATION AND BYLAWS**  
**FOR**  
**WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION**

**PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION AND  
BYLAWS FOR WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION  
RECORDED AT VOLUME 1133, PAGES 676 ET SEQ. OF THE PORTAGE  
COUNTY RECORDS.**

**AMENDMENTS TO THE  
DECLARATION AND BYLAWS FOR  
WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION**

**RECITALS**

A. The Declaration and Bylaws for Westwood Village Condominium Association (the "Declaration") and the Bylaws of Westwood Village Condominium Association (the "Bylaws"), Exhibit B of the Declaration, were recorded at Portage County Records, Volume 1133, Pages 676 et seq.

B. The Westwood Village Condominium Association (the "Association") is a corporation consisting of all Unit Owners in Westwood Village Condominium and as such is the representative of all Unit Owners.

C. Declaration Section 16 authorizes amendments to the Declaration and Bylaws Section 8.10 authorizes amendments to the Bylaws.

D. Unit Owners representing at least 75 percent of the Association's current voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments").

E. As of January 31, 2024, Unit Owners representing 81.82 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment A and authorizing the Association's officers to execute Amendment A on their behalf.

F. As of January 31, 2024, Unit Owners representing 87.88 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment B and authorizing the Association's officers to execute Amendment B on their behalf.

G. As of January 31, 2024, Unit Owners representing 80.30 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment D and authorizing the Association's officers to execute Amendment D on their behalf.

H. As of January 31, 2024, Unit Owners representing 77.27 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment F and authorizing the Association's officers to execute Amendment F on their behalf.

I. As of January 31, 2024, Unit Owners representing 84.85 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment G and authorizing the Association's officers to execute Amendment G on their behalf.

J. As of January 31, 2024, Unit Owners representing 75.76 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment I and authorizing the Association's officers to execute Amendment I on their behalf.

K. Attached as Exhibit A is an Affidavit of the Association's President stating that Unit Owners entitled to exercise at least 75 percent approved the Amendment.

L. Attached as Exhibit B is a certification of the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendments.

M. The Association has complied with the proceedings necessary to amend the Declaration and Bylaws, as required by Chapter 5311 of the Ohio Revised Code and the Declaration and Bylaws, in all material respects.

#### **AMENDMENTS**

The Declaration and Bylaws for Westwood Village Condominium Association is amended by the following:

#### **AMENDMENT A**

**MODIFY the SECOND SENTENCE of DECLARATION SECTION 13.2.4. Said modification, to be made to the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq., is as follows (new language underlined):**

**All trash or other rubbish shall will be deposited only in covered, sanitary containers on the Common Elements on the day scheduled for pick up; otherwise trash/rubbish containers shall will remain in the garage or behind the rear of the garage or on the side of the garage behind a screen of natural color and materials or a white vinyl lattice, not to exceed 48 inches in height.**

**Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment on the**

placement of trash/rubbish containers. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owner of record at the time of such filing will have standing to contest the validity of this amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge will be brought in the court of common pleas within one year of the recording of the amendment.

### AMENDMENT B

MODIFY DECLARATION SECTION 13.5 entitled, "Alteration of Units." Said modification, to be made to the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq., is as follows (deleted language is crossed-out; new language is underlined):

13.5 Alteration of Units. ~~Subject to all terms and conditions of this Declaration, non-interior alterations may be made to the interior floor plan or layout of any Unit so as to change the size, location, arrangement or relationship of rooms, hallways or other areas within a Unit, but only on the condition that the Association is given notice of the plans for the alterations and the opportunity to review and approve the same to assure, among other things, that ventilation, Utility Facilities and other building services will not be adversely effected; and that the~~ All proposed alterations will comply with all applicable building and zoning codes and all exterior alterations must be approved by the Board of Directors, in writing, prior to the commencement of an alternation.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of the procedure and requirements for altering Units. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owner of record at the time of such filing will have standing to contest the validity of this amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge will be brought in the court of common pleas within one year of the recording of the amendment.

**AMENDMENT C**

*Intentionally Left Blank - Amendment Proposal Did Not Pass*

**AMENDMENT D**

MODIFY the SECOND AND THIRD PARAGRAPHS in DECLARATION SECTION 13.12 entitled, "Animals and Pets." Said modification, to be made to the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq., and as amended at Instrument No. 201017639, is as follows (deleted language is crossed-out; new language is underlined):

The term "household pet" does not include "exotic" animals as defined by the Board from time to time, including, but not limited to any snakes, other reptiles, exotic breeds, or wild hybrids. ~~No Doberman, Rottweiler, Presa Canario, any dog commonly known as a pit bull, and any mixed breeds of the foregoing (collectively "Prohibited Dogs") may be kept, harbored, or permitted to remain on any part of the Condominium Property for any length of time.~~ Any "exotic" animal or "Prohibited Dog," as defined in the next paragraph, kept on the Condominium Property prior to the recording of this amendment shall will be "grandfathered" and permitted to remain on the Condominium Property until its demise or relocation off the Condominium Property, at which time it may not be replaced. If an animal is considered "exotic" or a Prohibited Dog, as determined by the Board, the Owner must obtain and maintain liability insurance of at least \$500,000.00 per occurrence and provide proof of such insurance to the Association within thirty (30) days of any written request from the Board.

A "vicious dog" means a dog that has caused injury, including deal, to any person or to another pet. A "Prohibited Dog" is a dog that is defined in Ohio Revised Code §955.11, as the same may be amended from time to time and also includes, without limitation, the Rottweiler, Presa Canario, any dog commonly known as a pit bull, and any mixed breeds of the foregoing. Upon the Board's determination that a given dog is a vicious dog, such the dog is prohibited from being kept, harbored, or permitted to remain on any part of the Condominium Property for any length of time.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on pets. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

**AMENDMENT E**

*Intentionally Left Blank - Amendment Proposal Did Not Pass*

**AMENDMENT F**

INSERT a new DECLARATION SECTION 13.15 entitled, "Drones." Said new addition, to be added to the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq., is as follows:

13.15 Drones. To protect the privacy and quiet enjoyment of the Unit Owners, residents, Occupants, guests, and invitees of Westwood Village, the use, operation, or control of drones or any other remote flying device whether or not the devices are equipped with camera or surveillance equipment is prohibited on the Common Elements, except for commercial purposes that are approved by the Board.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment prohibiting the use of drones or any other remote flying device on the Common Elements with exceptions. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

**AMENDMENT G**

**MODIFY BYLAWS SECTION 3.1** entitled, "Number; Qualification; Compensation." Said modification, to be made to the Bylaws, Exhibit B of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq., and as amended at Instrument No. 200221414, Instrument No. 200503380, and Instrument No. 202309181, is as follows (deleted language is crossed-out; new language is underlined):

**3.1 Number; Qualification; Compensation.** There ~~shall~~ will be five (5) members ("Directors") of the Board of Directors ("the Board"), each of whom must be a Unit Owner or the spouse of a Unit Owner. The majority of the Board will not consist of Unit Owners or representatives from the same Unit unless authorized by a resolution adopted by the Board of Directors prior to the Board majority being comprised of Unit Owners or representatives from the same Unit. After December 1, 2001, the number of Board members may be changed to any number greater than one by a majority vote of the Unit Owners. A Director elected by Unit Owners ~~shall~~ will be a Unit Owner, except that if a Unit Owner is a corporation, partnership, joint venture or other entity, the Unit Owners may elect as a Director an officer, partner, joint venture or like individual affiliated with that Unit Owner. Directors ~~shall~~ serve without compensation. Every Director, for as long as they remain a Director, must also agree to execute and abide by any code of conduct or code of ethics (or both) that the Board may adopt from time to time.

**INSERT A NEW PARAGRAPH** to the end of BYLAWS SECTION 3.5. Said new addition, to be made to the Bylaws, Exhibit B of the Declaration, as recorded at Portage County Records Volume 1133, Page 676 et seq., and as amended at Instrument No. 200221414, and as further amended at Instrument No. 201017639 is as follows:

The Board, by majority vote, may remove any Director and thereby create a vacancy in the Board, if a Director refuses to execute or in the determination of the Board is in violation of the code of ethics, code of conduct, or both, which were adopted by the Board in accordance with Bylaws Section 3.1.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this requirement for serving on the Board. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

#### AMENDMENT H

*Intentionally Left Blank - Amendment Proposal Did Not Pass*

#### AMENDMENT I

**DELETE BYLAWS SECTION 2.2.2** entitled "Proxies," in its entirety. Said deletion to be taken from the Bylaws, Exhibit B of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq.

**INSERT A NEW BYLAWS SECTION 2.2.2**, entitled "Voting Methods." Said new addition, to added to the Bylaws, Exhibit B of the Declaration, as recorded at Portage County Records Volume 1133, Page 676 et seq., is as follows:

**2.2.2 Voting Methods.** Depending on the conduct of the meeting, as determined by the Board in accordance with Bylaws Section 2.7, as amended, voting will be conducted via one of the following methods:

**2.2.2.1 Voting in Person or by Proxy.** For meetings that are held in person and provide for physical attendance, Members may vote in person or by proxy. The person appointed as proxy need not be a Unit Owner of the Association. Each proxy will be executed in writing by the Unit Owner entitled to vote and must be returned to the Association by regular mail, hand delivery, electronic mail, or other method of delivery provided for or permitted by the Board. Every proxy will automatically cease upon conveyance of the Unit by the Unit Owner.



**2.2.2.2 Voting by Mail and Electronic Voting Technology.** For meetings that are held via Authorized Communications Equipment, voting will be conducted by mail, through the use of Electronic Voting Technology that is approved by the Board, or both. "Authorized Communications Equipment," as used in these Bylaws, means any communications equipment that is selected by the Board, in its sole discretion, that provides an electronic communication transmission, including but not limited to, by telephone, video conference, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention and participation of the Unit Owner. "Electronic Voting Technology" as used in these Bylaws, means an electronic voting system that accurately and securely records the voting Unit Owner's intent to cast a ballot on a matter in the way identified by the Unit Owner, and provides for the counting of electronic votes submitted, including by means of internet, application, web, virtual, or other electronic technology. All matters to be voted on at a meeting utilizing Authorized Communications Equipment must be sent to the Unit Owners no later than the date the meeting notice is sent to the Unit Owners in accordance with Bylaws Section 2.4 and Section 2.5, as amended. Voting via mail or by use of Electronic Voting Technology is considered to be voting at the meeting, as if the Unit Owner were physically present.

**2.2.2.3 Voting in Person, by Proxy, by Mail, and by Electronic Voting Technology.** For meetings that are held in person and provide for physical attendance, the Board may decide that voting will be conducted either in person or by proxy, as provided for in this Bylaws Section 2.2.2.1 above, by mail or Electronic Voting Technology as provided for in this Bylaws Section 2.2.2.2 above, or any combination of all voting methods permitted in this Section 2.2.2.

Any ballots, regardless of method, received subsequent to the date and time the Board sets for ballots to be turned in will be held invalid. Any costs associated with voting, including mailing costs, printing,

Authorized Communications Equipment and Electronic Voting Technology costs and subscriptions, are Common Expenses. The Board may adopt any additional regulations, procedures, or rules as may be necessary to effectuate the intent and purpose of this voting provision to provide for the use of the desired voting method.

**MODIFY BYLAWS SECTION 2.4.** entitled, "Special Meetings." Said modification, to be made to the Bylaws, Exhibit B of the Declaration, as recorded at Portage County Records, Volume 1133, Pages 676 et seq., is as follows (deleted language is struck-through; new language underlined):

**2.4 Special Meetings.** Special meetings of Unit Owners may be called at any time by the President or by the Board of Directors. Special meetings ~~shall~~ may also be called by the President upon written request, delivered to the President in person or by certified mail, of Unit Owners having at least 25% of voting power of all Unit Owners. Upon receipt of this request, the President ~~shall~~ will immediately cause written notice to be given of a meeting to be held on a date not less than ~~seven (7) or more than thirty (30)~~ 15 days after receipt of this request. If a written notice is not given within ~~ten (10)~~ 15 days after the delivery of the request, the Unit Owners making the request may call the meeting and give written notice of it.

**DELETE BYLAWS SECTION 2.5** entitled "Notice of Meetings" in its entirety. Said deletion to be taken from the Bylaws, Exhibit B of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq.

**INSERT A NEW BYLAWS SECTION 2.5,** entitled "Notice of Meetings." Said new addition, to be made to the Bylaws, Exhibit B of the Declaration, as recorded at Portage County Records Volume 1133, Page 676 et seq., is as follows:

**2.5 Notice of Meetings.** Written notice of each meeting of the Unit Owners will be given by, or at the direction of, the secretary or person authorized to call the meeting, delivered in accordance with the methods of delivery permitted in accordance with the Declaration and these Bylaws at least fifteen days before the meeting, to each Unit Owner entitled to vote at the meeting. The notice will specify the place, day and hour of the meeting, and in the case of a special meeting, the specific purposes of the meeting, and in the case of special

meetings called by the Unit Owners, the specific motion or motions (other than procedural) to be voted upon. If the meeting is held via Authorized Communications Equipment, the meeting notice must include any pertinent information that is necessary to allow the Unit Owner to participate at the meeting via the Authorized Communications Equipment.

**MODIFY BYLAWS SECTION 2.6, entitled "Quorum; Adjournment."** Said modification, to be made to the Bylaws, Exhibit B of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq., is as follows (new language underlined):

**2.6 Quorum; Adjournment.** Except as may be otherwise provided by law or by the Declaration, there ~~shall~~ will be a quorum at any physical meeting providing for in person attendance or that attend by using the method of Authorized Communications Equipment approved by the Board for meetings that are held via Authorized Communications Equipment, of Unit Owners at which Unit Owners who hold ~~51%~~ 25 percent of the total voting power of all Unit Owners in good standing are present, in person or by proxy (regardless of the percentage of interest in the Common Elements represented by the Unit Owners present in person or by proxy). For a vote on any matter to be valid, the quorum requirement must be met at the time of completion of that vote. Whether or not a quorum is present, the Unit Owners entitled to exercise a majority of the voting power represented at a meeting of Unit Owners may adjourn the meeting. Notice of the adjournment need not be given if the time and place to which the meeting is adjourned are fixed and announced at the meeting. Ballots submitted via mail or by Electronic Voting Technology also will count that Unit towards the quorum. The Board of Directors may adopt procedures and guidelines to permit the Association to verify that the person attending, either in person or by Authorized Communications Equipment, is eligible to vote and to maintain a record of any vote.

**DELETE BYLAWS SECTION 2.7** entitled "Order of Business at Regular Meetings" in its entirety. Said deletion to be taken from the Bylaws, Exhibit B of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq.

**INSERT A NEW BYLAWS SECTION 2.7, entitled "Conduct of Meetings." Said new addition, to be made to the Bylaws, Exhibit B of the Declaration, as recorded at Portage County Records Volume 1133, Page 676 et seq., is as follows:**

**Section 2.7 Conduct of Meetings. Prior to the meeting notice being sent to the Unit Owners in accordance with Bylaws Section 2.4 or 2.5, as amended, the Board will determine whether the meeting will be conducted physically so that the Unit Owners may attend in person, if the meeting will be conducted by the use of Authorized Communications Equipment, or a combination of both methods. If Authorized Communications Equipment is employed, the attendees must have the ability to communicate with the other participants to indicate their motion, vote, or statement, provided that the chair or moderator moderating the meeting may silence or mute the Authorized Communications Equipment unless the Unit Owner is voting or has been recognized by the meeting chair or moderator to participate in the meeting. The meeting chair or moderator has the authority to decide and determine all procedural motions or other procedural matters to be decided at the meeting, including points of order and adjournment. The Board must document in the Board's meeting minutes the reason or purpose for conducting the meeting using Authorized Communications Equipment when meetings are not conducted in person.**

**MODIFY BYLAWS SECTION 2.9, entitled "Action Without a Meeting," Said modification, to be made to the Bylaws, Exhibit B of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq., is as follows (new language underlined):**

**2.9 Action Without a Meeting. Any action that may be taken at a meeting of Unit Owners (except the election or removal of Directors) may be taken without a meeting in accordance with the voting methods in Bylaws Section 2.2.2, as amended in writing or writings signed by not less than a majority of Unit Owners in good standing, which writing(s) shall be filed with the records of the Association. The date on which a writing begins circulation among Unit Owners shall will be the "action-circulation date." All voting records will be filed with the Association.**

**DELETE BYLAWS SECTION 3.4** entitled "Nominations; Election Procedure" in its entirety. Said deletion to be taken from the Bylaws, Exhibit B of the Declaration, as recorded at Portage County Records, Volume 1133, Page 676 et seq.

**INSERT A NEW BYLAWS SECTION 3.4**, entitled "Nominations; Election Procedure." Said new addition, to be made to the Bylaws, Exhibit B of the Declaration, as recorded at Portage County Records Volume 1133, Page 676 et seq., is as follows:

**3.4 Nominations; Election Procedure.** Nominations for the election of Directors to be elected by the Unit Owners will be made by a nominating committee appointed by the Board or, if a committee is not appointed, by the Board itself; there will be no nominations from the floor. The nominating committee, or Board, will make as many nominations for election to the Board as it, in its discretion, determines, but no fewer than the number of vacancies that are to be filled and will verify that the nominees satisfy all qualification requirements of Bylaws Section 3.1, as amended. Any Unit Owner may submit their name to the nominating committee, or Board, as a candidate, and the nominating committee, or Board, must nominate that Unit Owner if that Unit Owner satisfies all the qualifications to be a Director. If there are fewer nominees than vacancies, the nominating committee, or Board, must nominate additional Unit Owner(s) to be elected prior to the ballots being sent to the Unit Owners so that there are, at all times, a sufficient number of nominees to fill all Board vacancies that are up for election.

Prior to sending the meeting notice, the nominating committee, or Board, will establish deadlines for when a request for nominations is sent to all Unit Owners and when receipt of nominations must be obtained. Nominations must be made and received within a reasonable time period prior to the notice of any meeting where Directors are to be elected is sent in accordance with Bylaws Sections 2.4 or 2.5, as amended, so that the voting information containing all the candidates' names and an informational sheet, within size limitations determined by the Board, containing their biographical information and affirming their candidacy, can be transmitted to the Unit Owners no later than the sending of the meeting notice. The Board may adopt any additional

regulations, procedures, or rules necessary to establish processes and deadlines in accordance with this nominations provision.

Unless there are no more nominees than vacancies, election to the Board by the Unit Owners is by secret ballot, submitted either in person, by proxy, by mail, or by Electronic Voting Technology, as determined by the Board pursuant to Bylaws Section 2.2.2, as amended. The Association is not required to distribute ballots to the Unit Owners via any method if there are an equal number of nominations as there are candidates, in which case the nominated candidates will automatically be elected to the Board of Directors at the election meeting.

Regardless of the voting method, the Board must adopt rules and safeguards to determine a method by which the secrecy of the ballots are maintained for those Unit Owners while also maintaining the integrity of the voting process to ensure each Unit Owner has only exercised their allotted vote once so that any other individuals can only identify that a Unit has voted, and not how a Unit has voted. The ballots, whether electronic or written, will list the number of open seats for Directors up for election and list the names of all of the nominated candidates.

If voting by mail, ballots must be submitted within dual envelopes. One of the two envelopes must contain the ballot itself, the "Ballot Envelope." The Ballot Envelope need not be signed. The second envelope must contain the Ballot Envelope and the ballot, the "Signature Envelope." The Signature Envelope must be signed by the Unit Owner(s) voting, and will be used as a record of receipt of the Unit Owner's ballot as well as to determine quorum. If the Signature Envelope is not signed by the Unit Owner(s), the ballot in the Ballot Envelope will not be counted.

For the election of Directors, the Unit Owners, or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes will be elected. Unless the nominated candidates who have received the largest number of votes agree otherwise, ties, including if there are an equal

number of nominees as there are positions with different terms, will be determined by lot or flip of a coin by the chair or moderator of the meeting. Cumulative voting is not permitted.

The nominating committee, or if a nominating committee is not appointed, the Board itself (excluding any incumbent Directors who are running for re-election), is responsible for (i) confirming all nominated candidates meet the qualifications to serve as a Director, (ii) receiving and verifying any ballots that are cast in person or by mail, (iii) receiving and verifying any ballots cast using Electronic Voting Technology, (iv) counting each ballot submitted through any voting method, and (v) verifying the results of the election by providing the ballots and results to the chair or moderator of the meeting.

The chair or moderator will announce the election results at the meeting to be reflected in the meeting minutes and the Board will ensure the election results are provided to all Unit Owners within a reasonable time after the meeting.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment allowing the Association to use electronic communications to the extent permitted by Ohio and Federal law, establishing a method to use mail-in and electronic ballots for voting purposes, reduction of quorum, and permitting meetings to be conducted utilizing Authorized Communications Equipment. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

The Westwood Village Condominium Association has caused the execution of this instrument this 25<sup>th</sup> day of March, 2024.

**WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION**

By: *Cheryl A. Hedrick*, president  
**CHERYL A. HEDRICK, President**

By: *[Signature]*  
**DONALD R. WORTKOETTER, Secretary**

STATE OF OHIO                            )  
   )  
 COUNTY OF Portage                   )     SS


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

I have set my hand and official seal this 25<sup>th</sup> day of March, 2024.

*[Signature]*  
 NOTARY PUBLIC

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

Place notary stamp/seal here:



DIANE M. JUVAN  
 NOTARY PUBLIC  
 STATE OF OHIO  
 Comm. Expires  
 August 13, 2027



EXHIBIT A

AFFIDAVIT

STATE OF OHIO                    )  
  )  
COUNTY OF Portage            )       SS

CHERYL A. HEDRICK, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Westwood Village Condominium Association.
2. Unit Owners entitled to exercise at least 75 percent of the Association's total voting power approved the Amendments.

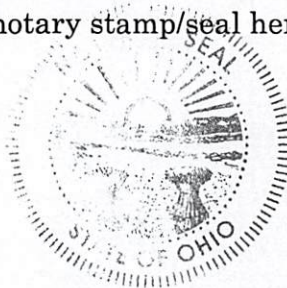
Cheryl A Hedrick president  
CHERYL A. HEDRICK, President

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named **CHERYL A. HEDRICK** who acknowledges that she did sign the foregoing instrument and that the same is her free act and deed.

I have set my hand and official seal this 26<sup>th</sup> day of February, 2024.

Diane M Juvan  
NOTARY PUBLIC

Place notary stamp/seal here:



DIANE M. JUVAN  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
August 13, 2027

EXHIBIT B

CERTIFICATION OF SECRETARY

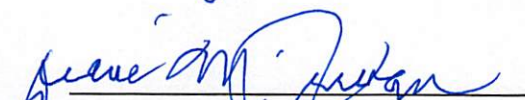
DONALD R. WORTKOETTER, the duly elected and acting Secretary of the Westwood Village Condominium Association, certifies there are no, as the term is used in Declaration Section 16, "mortgagees" of record on file with the Association and so none have consented to the Amendments.

  
DONALD R. WORTKOETTER, Secretary

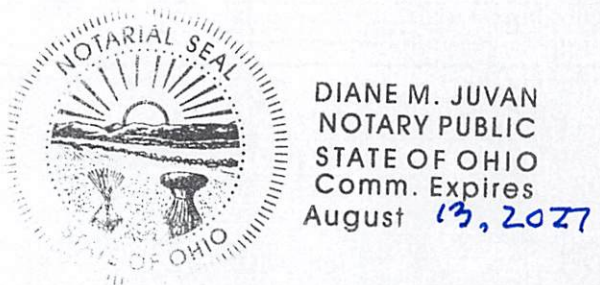
STATE OF OHIO )  
                                  )  
COUNTY OF Portage ) SS

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

I have set my hand and official seal this 26<sup>th</sup> day of February, 2024.

  
NOTARY PUBLIC

Place notary stamp/seal here:



DIANE M. JUVAN  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
August 13, 2027