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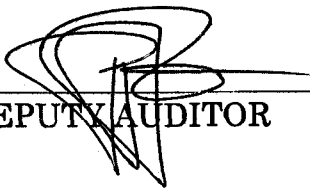
AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
BARRINGTON PLACE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BARRINGTON PLACE CONDOMINIUM RECORDED AT VOLUME 919, PAGE 245 ET SEQ. OF THE STARK COUNTY RECORDS

THIS WILL CERTIFY THAT COPIES OF THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR BARRINGTON PLACE CONDOMINIUM HAVE BEEN FILED IN THE OFFICE OF THE COUNTY AUDITOR, STARK COUNTY, OHIO

DATE: OCTOBER 16<sup>TH</sup>, 2014

STARK COUNTY AUDITOR

BY:   
DEPUTY AUDITOR JASON FROST

**AMENDED AND RESTATED**  
**DECLARATION OF CONDOMINIUM OWNERSHIP FOR**  
**BARRINGTON PLACE CONDOMINIUM**

WHEREAS, on or about April 3, 1990, Barrington Group, an Ohio General Partnership ("Declarant"), filed the Original Declaration of Condominium Ownership for Barrington Place Condominium (the "Declaration"), which included the Original Bylaws of Barrington Place Condominium Association, Inc. (the "Bylaws"), Exhibit F of the Declaration, at Stark County Records, Volume 919, Page 245 et seq., and

WHEREAS, the Original Declaration subjected the real estate described in Exhibit A of the Original Declaration (the "Condominium Property") to the easements, covenants, and restrictions contained in the Original Declaration; and

WHEREAS, the Barrington Place Condominium Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in Barrington Place Condominium and as such is the representative of all Unit Owners, and

WHEREAS, Original Declaration Article XIX authorizes amendments to the Declaration and Original Bylaws Article X authorizes amendments to the Bylaws, and

WHEREAS, Unit Owners representing at least 75% of the Association's current voting power have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment"), the purpose and effect of such Amendment being to amend and restate the Original Declaration, including the Original Bylaws, and all previously made and recorded amendments to the Original Declaration and the Original Bylaws, in their entirety, and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 77.21% of the Association's voting power as of September 8, 2014, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 77.21% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and



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WHEREAS, attached as Exhibit A is a certification of the Association's President and Secretary stating that the Amendment was duly adopted in accordance with the Declaration provisions, and

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

THEREFORE, the Declaration of Condominium Ownership for Barrington Place Condominium is amended by the following:

- A) DELETE the DECLARATION Pages 1 through 35 and BYLAWS Pages 1 through 8, as recorded in Stark County Records Volume 919, Page 245 et seq., and as subsequently amended.
- B) INSERT new AMENDED AND RESTATED DECLARATION PAGES 1 through 55, as attached and as if fully rewritten.

INSERT new AMENDED AND RESTATED BYLAWS PAGES 1 through 30, as attached and as if fully rewritten.

C) Any conflict between the provisions of the Amended and Restated Declaration and Bylaws as contained in this amendment and the Declaration and Bylaws as previously recorded in Stark County Records Volume 919, Page 245 et seq. is to be interpreted in favor of the provisions of this amendment. Upon the recording of this amendment, only Unit Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

The Barrington Place Condominium Association, Inc. has caused the execution of this instrument this 2<sup>nd</sup> day of October, 2014.

**BARRINGTON PLACE CONDOMINIUM ASSOCIATION, INC.**

By: Sharron Barr  
SHARRON BARR, its President

By: Joan Frank  
JOAN FRANK, its Secretary







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**AMENDED AND RESTATED**  
**DECLARATION AND BYLAWS CREATING AND ESTABLISHING**  
**A PLAN FOR CONDOMINIUM OWNERSHIP**  
**UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO**  
**FOR**  
**BARRINGTON PLACE CONDOMINIUM**

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION AND BYLAWS CREATING AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO FOR BARRINGTON PLACE CONDOMINIUM RECORDED AT VOLUME 919, PAGE 245, ET SEQ. OF THE STARK COUNTY.

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EXHIBIT C	LEGAL DESCRIPTION
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AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
BARRINGTON PLACE CONDOMINIUM

ARTICLE I

DEFINITIONS

(A) Legal Description. The legal description of the Condominium Property is contained in Exhibit C attached to this Amended Declaration and is made part of this Amended Declaration.

(B) Definitions. Capitalized words or terms used in this Amended Declaration, or the attached Bylaws, have the meaning given to them in this Paragraph (B) and if not defined below, the meaning given to the capitalized word or term where it first appears in this Amended Declaration or the attached Bylaws. The following words and terms used in this Amended Declaration are defined as follows:

(1) “Amended Declaration” means this instrument entitled “Amended and Restated Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership Under Chapter 5311 of the Revised Code of Ohio for Barrington Place Condominium” and all of the Exhibits attached to this document, as originally executed, or if amended, as so amended.

(2) “Assessment” means the determination of the share of Common Expenses and other charges levied against the Unit Owner(s) which, from time to time, will be payable by each Unit Owner as determined in accordance with this Amended Declaration, the Bylaws, and Rules. The term “other charges” includes, without limitation:

(a) the costs, expenses, and charges for reasonable



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maintenance, repairs, and replacements the Association made that were the Unit Owner's obligation or responsibility to make;

(b) any special charges made by the Association to the Unit Owner for special services or facilities rendered to the Unit Owner or his/her Unit Ownership Interest;

(c) for special or extraordinary uses or consumptions attributable to such Unit Owner or his/her Unit Ownership Interest;

(d) damages, or enforcement assessment resulting from the failure of the Unit Owner or any Occupant of the Unit to comply with any of the covenants, conditions, obligations, or restrictions contained in this Amended Declaration, the Bylaws, or with any of the Rules, together with the costs (including court costs and reasonable attorney's fees) of any action to obtain injunctive or other necessary relief against such non-compliance;

(e) any other charges or Assessments permitted by this Amended Declaration or the Bylaws to be made against the Unit Owner or his/her Unit Ownership Interest, interest upon each Assessment and charged at the highest legal rate that may be charged to an individual from the date the Assessment or charge first comes due to the date it is paid in full;

(f) and the reasonable costs of collection of any unpaid Assessments and charges (including court costs and reasonable attorneys' fees) and reasonable monthly administrative late charges;

(g) "Annual Assessment" means the share of the estimated cash requirement levied against the Unit Owner(s) to pay for the Common Expenses, including reserves, for the ensuing calendar year in accordance with this Amended Declaration and Bylaws. The Annual Assessment is to be paid in monthly installments throughout the year as determined by the Board and is commonly known as the "monthly maintenance fee."

(h) "Special Assessment" means the share of the Common Expenses or other charges levied against the Unit Owner(s) to pay for



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special or specific projects or expenses not provided for in the estimated cash requirement for the ensuing year, which is to be paid in a lump sum and/or monthly installments over one or more years as the Board determines.

(3) **“Association”** means the Barrington Place Condominium Association, Inc., an Ohio incorporated, not-for-profit, corporation consisting of all the Unit Owners, which reasonably administers the Condominium Property as more specifically described in Article VIII below, and its successors in interest.

(4) **“Board” or “Board of Directors”** means the Board of Directors of the Association as the same may be constituted from time to time.

(5) **“Bylaws”** means the Bylaws of the Association attached hereto as Exhibit B and made a part hereof and as may be amended from time to time.

(6) **“Chapter 5311”** means Chapter 5311 of the Ohio Revised Code, as the same may be amended or supplemented from time to time.

(7) **“Common Elements”** means all parts of the Condominium Property except the Units and that are designated as Common Elements in Article VI.

(8) **“Common Expenses”** means those expenses designated as Common Expenses in Chapter 5311, in this Amended Declaration, the Bylaws, and the following:

(a) all sums the Association lawfully assesses against all of the Unit Owners;

(b) expenses the Association incurs in the operation, administration, reasonable maintenance, repair, and replacement of the Common Elements and such other parts of the Condominium Property as provided for in this Amended Declaration, the Bylaws, and reserves established for such purposes;



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(c) expenses, charges, and costs of utility services including but not limited to water, gas, sewer, electricity, light, heat, telephone or other utilities or services used, rented or supplied to or furnished to the Common Elements and Units, or to any one or more of them, which are charged to or initially paid for by the Association and not the direct responsibility of any governmental agency or any Unit Owner; and

(d) expenses the Association determines from time to time to be Common Expenses.

(9) “Condominium Property” means the Land as defined in Article I, Paragraph (B)(12) below, together with all other improvements and structures now or hereafter erected, constructed, or contained in or on the Land, all easements, rights, and appurtenances, and all articles of personal property existing for the common use of the Unit Owners.

(10) “Declarant” means the original developer of the Condominium Property and incorporator of the Association, being Barrington Group, an Ohio General Partnership.

(11) “Drawings” means the drawings for the Condominium Property as filed and attached to the Original Declaration, including any amendment to the Original Declaration, which are incorporated into and as part of this Amended Declaration by reference as further detailed in Exhibit A.

(12) “Land” means the entire tract of land constituting the Condominium Property. The legal description for the Land is set forth in Exhibit C.

(13) “Limited Common Elements” means those parts of the Common Elements that this Amended Declaration designates as being reserved for use by a certain Unit to the exclusion of all other Units and designated as Limited Common Elements in Article VII.

(14) “Mortgagee” means a bank, savings and loan association, insurance company, mortgage company, or agency of the United States or any State, authorized and qualified to do business in the State of Ohio, and holding a first mortgage on a Unit, or any individual holding a mortgage on a

Unit, of which mortgage interest the Association has received written notice, including the name and address of such mortgagee and the Unit(s) on which it holds, insures, or guarantees the mortgage.

(15) "Occupant" means the person or persons, other than the Unit Owner, who lawfully occupy a Unit or any part of the Unit.

(16) "Original Declaration" means that document and its attachments as originally recorded at Volume 919, Pg. 245 et seq. of the Stark County Records, on or about April 3, 1990, together with all amendments. Except as otherwise expressly provided for in this document, this Amended Declaration and attached Bylaws supersedes the Original Declaration, as well as the Bylaws attached to the Original Declaration and all prior amendments in all respects.

(17) "Ownership Interest" means the fee simple title interest in a Unit and the undivided interest in the Common Elements appertaining thereto.

(18) "Person" means a human being, a corporation, partnership, trust, or any other legal entity to which the law attributes the capacity of having rights and duties.

(19) "Rules" means such rules and regulations governing the operation and use of the Condominium Property, or any portion of the Condominium Property, as may be adopted by the Association, through a vote of the Unit Owners, or the Board from time to time, as further provided for in the Bylaws.

(20) "Unit" means a part of the Condominium Property consisting of one or more rooms and designated as a Unit in this Amended Declaration and more specifically described in Article V below.

(21) "Unit Owner" means a person or persons, natural or artificial, owning the fee simple estate in a Unit and its undivided interest in the Common Elements, excluding, however, (a) those persons having such interest merely as security for the performance of an obligation, and (b) those persons having a leasehold estate other than ninety-nine year leasehold, renewable forever.

ARTICLE II

NAME

The Condominium Property will be known as the Barrington Place Condominium.

ARTICLE III

PURPOSE AND RESTRICTIONS OF USE ON CONDOMINIUM PROPERTY

(A) Purpose. The fundamental purpose of the Condominium Property is to provide home ownership for the Unit Owners and their respective families in accordance with the provisions of Chapter 5311 and subject to the covenants and restrictions set forth in this Amended Declaration, Bylaws, and Rules as same may be amended from time to time.

(B) Restrictions on Use. The Units and Common Elements must be used and occupied as follows:

(1) Unit Use. A Unit Owner or Occupant may use a portion of his/her Unit for his/her office, provided:

(a) the activities within the Unit must not interfere with the quiet enjoyment or comfort of any other Unit Owner or Occupant;

(b) it does not involve the regular or full-time personal services of any employee in the Unit;

(c) in no event is any part of the Unit be used as a school, music studio, or day care facility;

(d) such use does not result in walk-in traffic to the Unit from the general public or from regular or repeated business invitees to or from the Unit nor result in any door-to-door solicitation of other Unit Owners or Occupants;





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(e) such use does not result in the Unit becoming principally an office as distinct from a residence or in the Unit developing a reputation as an office;

(f) such use is not to be apparent or detectable by sight, sound, or smell from outside the Unit;

(g) such use is not to result in or involve regular or unreasonably large volume of business related deliveries to or from the Unit, as determined by the Board;

(h) such use does not violate any local or state zoning ordinance; and

(i) such use does not constitute a hazardous or offensive use or threaten the security or safety of other Unit Owners or Occupants, as determined by the Board.

(2) **Obstruction of Common Elements.** There will be no obstruction of, nor will anything be stored in, the Common Elements without the Board's prior written consent, except as expressly provided by this Amended Declaration or the Rules.

(3) **Hazardous Uses and Waste.** Nothing will be done or kept in or on any part of the Condominium Property that will increase the rate of insurance on any Common Element applicable for residential use without the Board's prior written consent. No Unit Owner will permit anything to be done or kept in or on any part of the Condominium Property that will result in the cancellation or restriction of insurance on the Common Elements or that would be in violation of any law.

(4) **Exterior Surface of Units.** No canopy, awning, shutter, flag (except as expressly provided below), radio, television, or other communications antenna or device (except as otherwise specifically permitted by Federal law and in strict accordance with the Rules), or anything else, will be displayed from, affixed to, or placed upon the exterior walls, windows, doors, patios, or roofs of the Units or from, to, or upon any other part of the Common Elements or Limited Common Elements without the Board's prior written consent. Furthermore, no curtains, drapes, shades or blinds are to be

displayed in or from any window or glass door without the prior written consent of the Board unless the part within view from the exterior of the Unit is white, near white or beige in color.

(5) **Flags.** One standard-sized flag (not to exceed 3' x 5') of the United States of America, made of nylon, polyester, or cotton, is permitted to be displayed within the Unit's patio area but not attached to the Unit or patio fence. The installation of a free-standing garden flag stand in the ground is permitted; however, a shepherd hook is prohibited. The flag must immediately be removed and/or replaced once it is worn, faded, and/or tattered.

(6) **Animals and Pets.** Except as expressly provided for below, pets, including rabbits, livestock, reptiles, fowl, poultry, or any other animals of any kind, are prohibited from being raised, bred, or kept in any Unit or in the Common Elements.

(a) A Unit Owner may keep dogs, provided that said dog(s) may not weigh more than 45 pounds when full grown (excluding, however, any Prohibited Dog or dog of a vicious breed, as each is further defined below), cats, and/or other domestic, household pets, as defined by the Board, provided that the total number of permitted pets must not exceed a total of 2 pets in the Unit Owner's Unit, and, provided further that any permitted pet complies with the restrictions contained in this Section (6).

(b) The keeping of any permitted pet is subject to any Rules the Board adopts.

(c) No permitted pet at any time may be kept, bred, or maintained for any commercial purpose.

(d) Any permitted pet causing or creating a nuisance or unreasonable disturbance will be permanently removed from the Condominium Property subject to these restrictions on 3 days written notice from the Board.

(e) A permitted pet must be kept in a Unit and only those portions of the Condominium Property as the Board designates, unless



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the permitted pet is on a hand-held leash, being carried, or otherwise transported across the Condominium Property.

(f) The term “household pet” does not include “exotic” animals as the Board defines and determines from time to time, including, but not limited to any pigs, snakes or other reptiles, exotic breeds, or wild hybrids.

(g) No 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.

(h) Any “exotic” animal or Prohibited Dog kept in a Unit prior to the recording of this amendment is “grandfathered” and permitted to remain on the Condominium Property, provided that said “exotic” animal or Prohibited Dog is registered with the Association within 30 days of the date of recording of this amendment, 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 the Board determines, the Unit 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 30 days of any written request from the Board.

(i) A “vicious dog” means a dog that: (1) caused injury, including death, to any person or (2) has killed 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.

(7) Nuisances. No noxious or offensive activity will be carried on in any part of the Condominium Property, nor will anything be done, either willfully or negligently, that may be or become an annoyance or nuisance to the Association, its employees, agents, or contractors, or other Unit Owners or Occupants. This includes, without limitation, transmission of any television or other communication signals that interfere with communication reception in any other Unit. Furthermore, as a community committed to a drug-free and crime-free environment, there is to be no trafficking of narcotic drugs

and/or other controlled or illegal substances, use, or possession of narcotic drugs, other controlled substances or illegal substances or drug paraphernalia, or any activity constituting a felony crime as defined by the laws of the United States of America, State of Ohio and/or Jackson Township, in or about any part of the Condominium Property, including within any Unit.

(8) **Impairment of Structural Integrity of Units.** Nothing will be done in any Unit or in, on, or to the Common Elements that will impair the structural integrity of any Unit or that would structurally change any Unit, except as otherwise provided for in this Amended Declaration and with the Board's prior written consent and required municipal permits.

(9) **Laundry or Rubbish in Common Elements.** No clothes, sheets, blankets, laundry of any kind, and/or any other articles will be hung out or exposed on any part of the Common Elements or Limited Common Elements, except as the Rules may expressly permit. The Common Elements must be kept free and clear of garbage, rubbish, debris, and other unsightly materials as defined and determined by the Board. All rubbish, trash, and garbage must be regularly removed from the Condominium Property and must not be allowed to accumulate. Trash, garbage, and other waste must not be kept on the Condominium Property, except in sanitary containers required by the Board.

(10) **Storage in Common Elements.** Except in areas specifically designed and intended for such purpose, such as the placement of patio furniture on patios, there is to be no placing or storage of bicycles, recreational or play equipment, wagons, benches, chairs, abandon automobiles, campers, boats, automobile tires, chairs, or any other item in or on any part of the Common Elements, including the Limited Common Elements, except with the Board's prior, written consent or as expressly permitted in the Rules. Any and all items stored in or placed on the Common Elements is at the Unit Owner's sole risk.

(11) **Tree and Shrub Plantings.** A Unit Owner may plant one or more trees and/or shrubs in the Common Elements at the Unit Owner's sole expense, only with the Board's prior written approval. Following the planting of any approved tree and/or shrub, the Association is responsible for the routine maintenance and eventual removal of the tree and/or shrub; provided, however, that watering and/or future replacement of any tree



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and/or shrub on the Common Elements is at the Board's sole discretion. The Association provides no guaranty or warranty as to the survival of any Unit Owner-planted tree and/or shrub on the Common Elements.

(12) Vehicle Restrictions. The parking of vehicles on the Condominium Property is subject to the Rules, provided, that such Rules are subject to and consistent with the following:

(a) The Unit garage must be used as the primary parking space for all vehicles, trucks, vans, and motorcycles.

(b) Trailer of any type, camper, mobile home, motor home, recreational vehicle, bus, or boat that cannot fit within the confines of the Unit garage is prohibited to remain upon any driveway or road within the Condominium Property.

(c) Service trucks and commercial vehicles, including any vehicle that displays or has any equipment, signs, or markings of a commercial nature, including, but not limited to, snowplows or snowplow hitches, or commercial license plates, must not be parked or stored on any driveway or road within the Condominium Property, except during daytime hours in conjunction with deliveries to the Condominium Property, or the maintenance, repair, or replacement of a Unit or Limited Common Element. This prohibition will not apply to the Association in the performance or in conjunction with the Association's maintenance, repair, replacement, or operation of the Condominium Property.

(d) All vehicles on the Condominium Property must be licensed and kept in a state of good repair. "For Sale" or similar signage are prohibited in, on, or from any vehicle parked or stored on the Condominium Property. Junk vehicles, including excessively noisy or polluting vehicles or equipment or vehicles on blocks, as solely determined by the Board, will not be operated or stored anywhere on the Condominium Property. Vehicle maintenance or repair work may be performed in strict accordance with the Rules.

(e) The Association, as determined by the Board, has the authority, in addition to all other remedies, to tow away and store any



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vehicle or equipment that is in violation of any Amended Declaration provision or restriction, or any Rule, whether such vehicle belongs to a Unit Owner or Occupant, or a member of the Unit Owner's or Occupant's family, or the Unit Owner's or Occupant's guest or invitee. Charges for such towing and storage will be paid by the Unit Owner responsible for the presence of such vehicle or equipment.

(13) **Prohibited Activities.** No industry, business, trade, or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, will be conducted, maintained, or permitted by any Unit Owner on any part of the Condominium Property, except as expressly permitted in subsection (1) of this Paragraph (B).

(14) **Signs.** No sign or other advertising device of any kind is to be erected within the Condominium Property, except:

(a) One customary, professionally prepared "For Sale" sign may be displayed inside a Unit window provided that the customary, professionally "For Sale" sign must not to exceed 3' wide x 5' high; and

(b) Two customary, professionally prepared "Open House" signs may be installed, one sign at the entrance of the Condominium Property may be placed at the street pointing to the open Unit and one sign may be placed by the front walkway of the Unit and these signs are permitted on the scheduled Open House day and must be removed within two hours after the Open House.

(15) **Leasing of Units.** No Unit can 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 intent of this restriction is to create and maintain a community of resident Unit 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(s); or,



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(2) any Unit Owner(s) leasing or renting his/her Unit at the time of recording of this amendment with the Stark County Recorder's Office, and who has registered his/her Unit as being leased with the Association within 90 days of the recording of this amendment ("Grandfathered Unit"), said Unit Owner(s) can continue to enjoy the privilege of leasing that Unit until the title to said Grandfathered Unit is transferred to a subsequent Unit Owner(s), at which time the Unit will no longer be classified as a Grandfathered Unit.

(b) To meet a special situation and to avoid a practical difficulty or other undue hardship, each Unit Owner(s) has the right to lease his/her Unit to a specified lessee for a one-time period of no more than 24 consecutive months. To exercise this right, the Unit Owner cannot be more than 30 days delinquent in any assessment or other payment due to the Association and the Unit Owner must provide the Board with prior, written notice at least 10 business days prior to the commencement of the lease. If the Unit Owner is more than 30 days delinquent, the Unit Owner may request and receive a one-time hardship exception only with the Board's prior written consent.

(c) In no event can a Unit be rented or leased by the Unit Owner(s) for transient purposes, which is defined to mean a rental for any period less than six 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) In addition, the Association has at all times a limited power-of-attorney from and on behalf of any Unit Owner who is more than 30 days delinquent in the payment of any Assessment or charges due the Association to collect the lease/rent payments directly from the delinquent Unit Owner's tenant/renter until such delinquency is paid in full.

(e) Any land contract for the sale of a Unit must be recorded with the Stark County Recorder's Office and a recorded copy of the land contract must be delivered to the Board within 30 days of such recording. Any land contract not recorded is an impermissible lease.

(f) All leases must be in writing. The lessee must abide by the terms of this Amended Declaration, Bylaws, and Rules. When a Unit Owner leases his/her Unit, the Unit Owner(s) relinquish all amenity privileges, but continue(s) to be responsible for all obligations of ownership of his/her Unit and is/are jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. The Unit Owner(s) must deliver a copy of any lease to the Board prior to the beginning of the lease term.

(g) In accordance with Ohio law, the Association may initiate eviction proceedings to evict any tenant, for any violation of this Amended Declaration, Bylaws, Rules, or applicable laws, by the tenant, any Occupant of the Unit, or the Unit Owner of the Unit. The action will be brought by the Association, as the Unit Owner(s)'s agent, in the name of the Unit Owner(s). In addition to any procedures required by State law, the Association will give the Unit Owner(s) at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, may be charged to the Unit Owner(s) and the subject of a special Assessment against the offending Unit Owner, which may be made a lien against that Unit.

(h) Notwithstanding the above provisions of this Section (B)(15), to comply with Federal Housing Administration requirements, at any given time a maximum of one Unit may be leased or rented without the need for any showing of a hardship or other exception to the leasing restriction in this Section (B)(15). Such Unit cannot be leased for transient or hotel purposes or the leasing of the Unit to an occupant to whom customary hotel services (such as the furnishing of laundry and linen and room service, is maintained). The leasing of such Unit is subject to all other covenants and restrictions in the Declaration and Bylaws, and the Rules, and any tenant and/or Occupant of such Unit is subject to all said covenants, restrictions, and Rules as though the tenant and/or Occupant were the Unit Owner. The Board is granted the full power and authority to set rules and regulations regarding such rental, including but not limited to the ability to set procedures and priorities for wait-lists, as the Board deems necessary. For all other Units, all the restrictions of the Declaration and in this Section (B)(15) regarding the rental of Units remain applicable.





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(16) **Occupancy Restriction.** A person who is classified as a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification of either, and for whom the County Sheriff or other government entity provides 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 is not, however, 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. This restriction does not apply to any Person who resides in a Unit prior to the recording date of this Amended Declaration.

(17) **Common and Limited Common Elements.** The Common Elements and Limited Common Elements are not to be removed, altered, decorated, landscaped, or adorned in any manner contrary to the Rules, nor will they be used in any manner other than their obviously intended purposes, as the Board may further define in the Rules, without the Board's prior written consent.

(18) **Applicability.** Each of the foregoing restrictions will apply to all Unit Owners and to any Person who, from time to time, occupies, resides, or is in possession of any part of the Condominium Property and to any other Person lawfully or unlawfully upon any part of the Condominium Property. No Unit Owner will cause or permit to exist a violation of the foregoing restrictions by himself/herself or any of his/her Occupants, employees, contractors, agents, guests, licensees, or invitees, or any other Person claiming by, through, or under him/her. As between the Association and each Unit Owner, each Unit Owner will further be responsible for the acts and/or omissions of his/her Occupants, employees, contractors, agents, guests, licensees, or invitees, or any other Person claiming by, through, or under him/her.



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## ARTICLE IV

### GENERAL DESCRIPTION OF PROPERTY -- LEGAL DESCRIPTION

The Condominium Property consists of multi-unit residential buildings with a total of 79 Units. The residential buildings are of Williamsburg Colonial style architecture, and are of wood frame construction, on a concrete slab with brick and wood siding and with fiberglass shingle roofs. The principal materials may be changed or substituted with alternative materials with the consent of at least a majority of the Association's voting power that is present at a meeting, in person or by proxy, at which a quorum is present. The locations of the residential buildings are shown graphically on the Drawings referenced in Exhibit A. The Board of Directors have the authority to substitute such wood siding with vinyl or other similar type replacement material as the Board reasonably determines is in the Association's best interest. If the Board substitutes vinyl siding or other similar material for the wood siding, the Board will not again alter the exterior siding materials, except as necessary for the maintenance, repair and replacement of such siding, without approval from at least a majority of the Association's voting power.

## ARTICLE V

### UNITS

(A) Unit Designations. Each of the Units is designated by a four digit number on Exhibit B, and on the Drawings, where that Unit is located. Information concerning the Units, with a listing of Unit designations, is shown on the attached "Exhibit C."

(B) Composition of Units. Each Unit includes the attached garage and constitutes a separate, single freehold estate and consists of the space designated by the Unit's designation on the recorded Drawings that is bounded by the undecorated, interior surfaces of the perimeter walls, floors and ceilings, all projected, if necessary, by reason of structural divisions such as interior walls, and partitions to constitute a complete enclosure of space and all improvements within that space. Without limiting the generality of the foregoing, or, as appropriate, in addition, each Unit includes the attached garage and consists of:

(1) the decorated surfaces, including paint, lacquer, varnish, wall covering, tile, carpeting, and other finishing materials applied or affixed to floors, concrete slabs, ceilings, and interior and perimeter walls, carpeting, if any, and also the floors and ceilings themselves, and the interior and perimeter drywall, paneling, and other finishing ceiling and wall material;

(2) all windows and doors, and the glass, screens, sashes, jambs, thresholds, hinges, locks, latches, hardware, frames, trim, and molding constituting, a part of, appurtenant to, or included in any such door or window, within the Unit or affixed to the perimeter walls of a Unit;

(3) all fixtures and appliances and their components located within the bounds of the Unit, installed for the exclusive use of the Unit, commencing at the point of disconnection from the structural body of the buildings and from utility pipes, lines, or systems serving the entire building or more than one Unit, including, without limitation, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, television antennas and cables, furnaces, hot water tanks, heat pumps, and components;

(4) air conditioning compressor and equipment, including the air conditioning fixtures, lines, duct work, pipes, pads, and appurtenances which are located within and/or outside the bounds of the Unit but serve only that particular Unit;

(5) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits, and apparatus, wherever located, which serve only that Unit;

(6) all plugs, control knobs, switches, thermostats, base plugs, floor plugs, electrical outlets and connections affixed to or projecting from the walls, floors, and ceilings, which serve only the Unit, or the fixtures located within the bounds of the Unit;

(7) the receptacle, switch plates, switches, covers, grills, vents, vent covers, registers, and other coverings of spaces, light fixtures, toilets, faucets, sinks, bathtubs, valves, plumbing taps, exhausts, traps, controls and the like located, in whole or in part, within the bounds of the Unit and that serve only such Unit;



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(8) all interior walls that are not necessary for support of the structure, and all components of such wall(s), and all space encompassed by such wall(s);

(9) the portion of the fireplace within the bounds of the Unit and the vents and dampers accessible from the interior of the Unit; and

(10) the attic space or storage space above a Unit, and the crawl space below a Unit, if any, to which the Unit has direct and exclusive access.

(C) Unit Exclusions. Each Unit does not, however, include the following items, even if located within the bounds of the Unit as described above, but, to the extent the following are Limited Common Elements as defined in this Amended Declaration, they are to be used and enjoyed by the Unit Owner or Occupant of the Unit in or to which they are appurtenant:

(1) any part of the structure contained in all interior walls and the undecorated perimeter walls, floors, and ceilings;

(2) all plumbing, electric, heating, cooling, and other utility or service lines, pipes, and accessories, wires, ducts, and conduits, which serve any other Unit or the Common Elements; and

(3) fireplace stack and chimneys, if any.

## ARTICLE VI

### COMMON ELEMENTS

(A) Description. Except as otherwise provided in this Amended Declaration, the Common Elements consist of the entire land and the improvements not included within or part of a Unit. Without limiting the generality of the foregoing, the Common Elements include, but are not limited to, whether located within the bounds of a Unit, or not:

(1) yards, trees, lawns, fences, roads, parking spaces, walks, and driveways;



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- (2) clubhouse, swimming pool, and equipment room;
- (3) central utilities services serving more than one Unit, including all pipes, ducts, wires, conduits, receptacles, switches, thermostats and control devices;
- (4) all tanks, pumps, motors, fans, compressors, and, in general all apparatus and installations existing for common use now or in the future, situated on the Condominium Property;
- (5) all personal property owned by the Association relating to the maintenance, repair, replacement, and operation of the Common Elements, including appliances, furnace, equipment, and furnishings; and
- (6) all other parts of the Condominium Property necessary or convenient to its existence, maintenance, and safety, or normally in common use, or which has been designated as Common Elements in the Drawings as referenced in Exhibit A.

(B) Use of Common Elements. Except with respect to Limited Common Elements, each Unit Owner has the right to use the Common Elements for all purposes incident to the use and occupancy of the Unit as a place of residence, and such other incidental uses permitted by this Amended Declaration and the Bylaws and subject to the Rules, including the non-exclusive easement, together with other Unit Owners to the use and enjoyment of the Common Elements and for ingress and egress to and from the respective Units, which rights are appurtenant to and run with his/her Unit.

(C) Interest in Common Elements. The Common Elements are owned by the Unit Owners as tenants in common, and ownership of the Common Elements will remain undivided. The undivided Ownership Interest of each Unit is contained in Exhibit D. Such Ownership Interest will remain constant and will not be changed except by an amendment to this Amended Declaration unanimously approved by all Unit Owners and unless all holders of first mortgage liens have given their prior written approval. Further, the Ownership Interest of a Unit will not be separated from the Unit to which it pertains.



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(D) Modification of Common Elements. The description of the Common Elements contained in this Article VI does not constitute a representation or guaranty that any such Common Elements will be maintained and available for the use designated or described in this Article VI in perpetuity. The described uses are for reference purposes only and the Board may change, modify, and/or alter any of the Common Elements use, subject to the capital improvements limitation set forth in the Bylaws and provided that, after such change, modification, or alteration, the particular affected Common Element is open and available to the Unit Owners for their use and enjoyment to at least the same extent as the original Common Element. Any change, modification, or alteration of the Common Elements that will result in the reduced availability of such Common Element to the Unit Owners must first be approved in writing by Unit Owners exercising at least a majority of the Association's voting power.

**ARTICLE VII**

**LIMITED COMMON ELEMENTS**

Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy to the exclusion of all others the Limited Common Elements that serve only his/her Unit. The Limited Common Elements with respect to each Unit (or group of Units) are the portions of the Common Elements that are labeled or designated "limited common area" in the Drawings and consist of the following:

- (A) Fenced-in patio, concrete pad, and other improvements within the patio serving the Unit; and
- (B) Space immediately in front of the garage serving the Unit.

**ARTICLE VIII**

**CONDOMINIUM ASSOCIATION**

(A) Membership. The Association will administer the Condominium Property to the extent provided for in this Amended Declaration. Each Unit Owner, upon acquisition of title to the Unit, is automatically an Association member provided that any such person or entity who holds such interest merely as



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a security for the performance of an obligation will not be a member. Such membership terminates upon the sale or other disposition by such member of his/her Unit ownership, at which time the new Unit Owner of such Unit automatically becomes an Association member.

(B) Board of Directors and Officers. The Board and officers of the Association, elected as provided in the Bylaws, will exercise the powers, discharge the duties, and be vested with the rights of the Association conferred by operation of law, by the Bylaws, and by this Amended Declaration, unless a vote of the Unit Owners is specifically required; provided, however, that in the event any such power, duty, or right will be deemed exercisable or dischargeable by, or vested in, an officer or member of the Board, solely in his/her capacity as an officer or a member of the Board, he/she will be deemed to act in such capacity to the extent required to authenticate his/her acts and to carry out the purposes of this Amended Declaration and the Bylaws.

(C) Administration of Condominium Property. The administration of the Condominium Property will be in accordance with the provisions of this Amended Declaration and the Bylaws. Each Unit Owner, Occupant, guest or invitee of a Unit Owner will comply with the provisions of the general law, this Amended Declaration, the Bylaws, Rules, and the decisions, resolutions, and duly adopted motions of the Association and the Board, as lawfully amended from time to time.

(D) Service of Process. Service of summons or other process upon the Association may be made in accordance with the provisions of the Ohio Revised Code, Section 5311.20, or, if the same is not applicable, in accordance with the provisions of Ohio Revised Code, Section 1702.06. The Person, as designated by the Board, will serve as the Statutory Agent to receive service of process for the Association. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

(E) Voting Rights. There is to be one vote for each Unit provided that the vote for such Unit will be exercised in accordance with the Bylaws.

ARTICLE IX

MANAGEMENT, MAINTENANCE, REPAIRS, AND IMPROVEMENTS

(A) The Association.

(1) Management. The Association, through the Board, will reasonably manage the Condominium Property and the affairs of the Association with the right, however, to delegate its authority as provided in this Amended Declaration and the Bylaws.

(2) Common Elements. Except as otherwise expressly provided in this Amended Declaration, the Association will, to the extent and at such times as the Board determines, in the exercise of its business judgment, maintain and keep the Common Elements in a state of reasonably good working order, condition, and repair, in a reasonably clean, neat, safe, and sanitary condition, and in conformity with all laws, ordinances, and regulations applicable to the Common Elements, by properly and in a good and workmanlike manner, making all repairs and replacements, and alterations and improvements (subject, however, to the limitations set forth in Bylaws Article VIII, Section 7) reasonably necessary to comply with the foregoing.

(3) Delegation of Authority. Except as otherwise provided in this Amended Declaration, the management, maintenance, repair, and replacement of the Common Elements is a Common Expense and is the Association's responsibility. The Association may delegate all or any portion of its authority to discharge such responsibility to a manager or managing agent. Such delegation may be evidenced by one or more management contracts, each of which will provide for termination with or without cause and will provide for the payment of reasonable compensation to said manager or managing agent as a Common Expense; provided, however, that no such management contract will be for a term in excess of 1 year.

(4) Units. If a Unit or Limited Common Element the Unit Owner is responsible for, as provided for in this Article IX, becomes impaired, in a neglected state, or otherwise in need of repair or restoration, as solely determined by the Board, and if the Unit Owner fails after notice from the Association to repair, restore, or otherwise correct the condition, the



Association may, but is not obligated to, repair, restore, or otherwise correct the condition. The Association will charge and assess the cost and expense to the Unit Owner(s) who should have performed the work.

(5) Additional Association Maintenance Obligations. Except as provided below in this Article IX and to avoid areas of potential confusion, the Association is, to the extent and at such times as the Board determines, in the exercise of its business judgment, responsible, at its expense and in the manner as provided for in Article IX, Paragraph (A)(2) above, for the following items, whether or not the item is a Common Element (as used below, the word "maintenance" includes painting unless stated otherwise):

(a) maintenance, repair, and replacement of those portions of the Common Elements located within the bounds of a Unit, including any structural beams, columns, firewalls, and concrete slab/basement floor, but excluding, however, (i) the interior surfaces of the perimeter walls, floors, doors, and ceilings, drywall, plasterboard, wood subflooring, or other material(s) applied to or constituting such walls, floors, and ceilings; and (ii) other portions of the Common Elements within its bounds, the maintenance, repair, or replacement of which is the responsibility of a Unit Owner under any other provision of this Amended Declaration;

(b) maintenance, repair, and replacement of all Units' roofs, including shingles, roof joists, trusses, vents, ice guards, decking, sheathing, underlayment, and electrical lines to heating cables, if any;

(c) exterior maintenance, tuck pointing, repair, and replacement of chimneys and stacks, as well as maintenance, repair, and replacement of chimney screens/caps; provided the Unit Owner is responsible for interior cleaning of the fireplace, chimney, and exhaust vent and removal of animals from the chimney or fireplace if accessible through the Unit;

(d) maintenance, repair, and replacement of foundation walls and footers, including exterior and interior cracks in such walls or footers, waterproofing, and settlement of said walls or footers, provided, however, that the Association is not responsible for repair of non-



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structural interior foundation wall cracks or interior waterproofing, which are the responsibility of the Unit Owner;

(e) maintenance, repair, and replacement of all structural exterior brick façade, T-111 siding or vertical siding, retaining walls, gutters, and downspouts;

(f) maintenance and replacement of the original insulation (if any) located within the perimeter walls, between the drywall and brick façade or siding of the Unit, excluding any insulation in the attic, which is the Unit Owner's responsibility;

(g) caulking of all exterior windows and door frames as may be needed;

(h) maintenance, repair, and replacement of, as well as reasonable snow removal from, all driveways, roadways, parking areas and sidewalks; the Board has the authority to use its discretion whether to include reasonable snow removal from the Units' front stoops and patio areas;

(i) maintenance, repair, and replacement of all exterior Unit and building address numbers;

(j) maintenance, repair, and replacement of mailboxes cluster hut;

(k) maintenance, repair, and replacement of any fencing located on the Condominium Property;

(l) maintenance, trimming, and planting of all landscaping, except for Unit Owner planted landscaping within the Unit Owner's patio area, which in each case the Unit Owner will be responsible to maintain, weed, mulch, remove, and replace;

(m) maintenance, repair, and replacement of sanitary sewer, water, gas, electric, and other utility lines, pipes, conduits, and catch basins located outside the Unit boundaries, serving the Common Elements, or serving more than one Unit, including any junction box or



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meter base serving or housing utility lines or meters serving more than one Unit, to the extent such work is not provided by the respective utility company, and provided further that the Association may require the Unit Owner purchase and maintain, at the Unit Owner's expense, any insurance offered by any utility company for utility repairs;

(n) maintenance, repair, and replacement of Unit front and back light fixtures, excluding electrical wiring and bulb replacement, which are the responsibility of the Unit Owner;

(o) maintenance, repair, and replacement of exterior water spigots and shutoff valves serving a Unit, to the extent such work is not provided by the respective utility company and provided further, that the Association may require that the Unit Owner purchase and maintain, at the Unit Owner's expense, any insurance offered by any utility company for utility repairs;

(p) maintenance, repair, and replacement of swimming pool and clubhouse;

(q) maintenance, repair, and replacement of street and stop signs, roadways, driveways, sidewalks, and front Unit walkways.

**(B) Responsibilities of Unit Owners.** Except as otherwise expressly provided in this Amended Declaration, the responsibility of each Unit Owner will be, at such Unit Owner's expense, as follows:

(1) Maintain, repair, and replace, at his/her expense, all portions of his/her Unit including the attached garage in a clean, neat, safe, and sanitary condition, and in conformity with all laws, ordinances, and regulations applicable to such Unit, including, without limitation:

(a) all faucets, shower heads, plugs, connections, receptacles, switches, grills, thermostats, and other control devices;

(b) all smoke detectors, carbon monoxide detectors, security systems and associated equipment and wiring, all as located within, on, or appurtenant to the Unit boundaries;



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(c) maintain, repair, and replace all paneling, plaster, drywall, furring strips (if any), paint, wood, tile, linoleum, wood flooring, wood subflooring, and any other finishing and/or decorating materials applied, attached, installed on or within or affixed to the perimeter and/or interior floor, ceilings, and walls of such Unit;

(d) all doors, including garage doors and all front, back, screen, storm and patio doors, and windows and skylights within the Unit or affixed to the perimeter walls or roof of a Unit, including door and window glass (including glazing as may be needed), screens, sashes, jambs, thresholds, hinges, locks, latches, hardware, kick plates, openers, frames (excluding exterior caulking of window and door frames), and window and door interior and exterior molding and/or trim, including window fins or tape; and,

(e) all installations located within or outside the Unit but serving only such Unit, consisting of:

(i) appliances and all components, including, without limitation, any television antenna or cable system;

(ii) front and back concrete stoops;

(iii) door bell, door knocker, and any intercom system;

(iv) heating fixtures, lines, pipes, wires, conduits and apparatus (including waterproofing and/or removal of water from any duct work but serving only the Unit), and/or air conditioning, including lines, pipes, wires, slab, and related components;

(v) electrical wiring and replacement of light bulbs in all front and back Unit light fixtures in accordance with the Rules (excluding front and back light fixtures which are the responsibility of the Association);

(vi) plumbing, electrical, including panel breaker, fixtures and all wiring for same, including exterior electrical outlets;



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(vii) fireplaces, flues, dampers, exhaust vents, including interior cleaning of the fireplace, and chimney, and removal of animals from the chimney or fireplace;

(viii) mailbox lock and key; and

(ix) ducts, sanitary drain lines, vents, stacks, and vent and stack covers, including dryer, furnace, kitchen, and sanitary vents, ducts, and stacks.

(2) Clean and maintain the Limited Common Elements and also repair and replace the Limited Common Element patio and all improvements within the patio.

(3) Maintain, repair, and replace all electrical, water, gas, sanitary sewer, and other utility lines, wires, pipes, meters, and conduit serving only the Unit Owner's Unit and located within the bounds of the Unit to the extent such work is not provided by the respective utility company and provided further, that the Association may require that the Unit Owner purchase and maintain, at the Unit Owner's expense, any insurance offered by any utility company for utility repairs;

(4) Pay all costs for utility services (such as, without limitation, water, gas, electricity, sewage, rubbish and trash removal/disposal or treatment, and the like) furnished to the Unit or Limited Common Elements designated for his/her use, unless any or all of such services are provided as part of the Common Expenses, in which case all or any of such services so provided by the Association will be paid for by the Unit Owner as part of his/her share of the Common Expenses.

(5) Mitigation or any related work or improvements to address radon gas or similar concerns.

(6) Comply with all Rules and procedures that the Board may from time to time adopt pertaining to the repair and replacement of hot water tanks, washing machine hoses, faucets, toilets, including toilet rings, traps, and other appliances, installations, or components of or serving the Unit, the failure of which may result in damage to the Common Elements or



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another Unit, and the winterization of Units, including minimum heating, water shutoff, Unit monitoring, and other requirements.

(7) All of the work required of the Unit Owner in this Paragraph (B), will include responsibility for any addition, alteration, improvement, installation, or other item installed by a prior owner of the Unit Owner's Unit and will be performed by such Unit Owner promptly, properly, and in a good workmanlike manner, using first-class materials of equivalent or better quality than those originally installed or incorporated into the Condominium Property, using competent and qualified labor, and in accordance with any Board designated specifications.

(8) Pay for the cost, including labor and materials, of removing, relocating, and reinstalling any addition, alteration, improvement, installation, or other item placed in, upon, or attached to any Common Element or Limited Common Element by the Unit Owner, or the prior Owner of the Unit, that is required, as determined by the Board, in conjunction with or in furtherance of the Association's maintenance, repair, and replacement responsibilities as set forth in this Amended Declaration.

(9) Not to make any alterations in or to Units, Limited Common Elements, or Common Elements or remove any portion or make any additions or make any improvements or do anything that would or might jeopardize or impair the safety or soundness of the Units without obtaining the Board's prior written consent, nor will any Unit Owner impair any easement without first obtaining the Association's written consent and of the Person(s) for whose benefit such easement exists.

(10) Not to install, enclose, paint, or otherwise decorate or change the appearance of any portion of the Unit not within the walls of the Unit, including, without limitation, any patio, balcony, or the exterior of any window or door, without the Board's prior written consent.

(11) Report promptly to the Board the need for any maintenance, repair, or replacement to any portion of the Condominium Property that the Association is obligated to maintain, repair, or replace pursuant to this Amended Declaration or the Bylaws.



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(12) Perform his/her responsibilities in such a manner so as not to unreasonably disturb any other Person(s) residing within the Condominium Property.

(13) Maintain, repair, and replace, at such Unit Owner's expense, all portions of the Condominium Property that may be damaged or destroyed by reason of his/her own act or neglect, the act or neglect of any Occupant of his/her Unit, or the willful or intentional act or neglect of any invitee, agent, employee, licensee, or guest of such Unit Owner or Occupant. Notwithstanding the foregoing obligation of the Unit Owner, the Association (or other Unit Owners in respect to his/her own Unit) may, but is not obligated to, repair and replace the property damaged or destroyed by reason of the act or neglect of a Unit Owner, an Occupant, or their invitee, agent, employee, licensee, or guest, and charge and collect from such Unit Owner the cost and expense paid or incurred in making any such repair or replacement. If the repair or replacement is made by the Association, the cost and expense will be a lien against the Unit Owner's Ownership Interest, which the Association may assert and collect in the same manner as the Association may assert and collect a lien against a Unit Owner's Ownership Interest for non-payment of Assessments. The right of the Association to assert and collect upon a lien is not exclusive, but will be in addition to all other rights and remedies available to the Association, in law and in equity for recovery of the costs and expenses so incurred.

(14) Not to use the Common Elements or any part of the Common Elements in such manner as to interfere with, restrict, or impede the use by others entitled to the use or in any manner contrary to or not in accordance with this Amended Declaration, the Bylaws, or Rules.

(15) Faithfully and promptly pay all charges and Assessments made against such Unit Owner or such Unit Owner's Ownership Interest pursuant to this Amended Declaration and the Bylaws; and to observe, fulfill, and perform all of the covenants and restrictions and all other obligations of a Unit Owner as set forth in (or intended by) this Amended Declaration, the Bylaws, Rules, and Chapter 5311.

(C) Construction Defects. The obligation of the Association and of Unit Owners to repair, maintain, and replace the portions of the Condominium Property for which they are respectively responsible is not limited, discharged, or postponed

by reason of the fact, that any maintenance, repair, or replacement may be necessary to cure any latent or patent defects in material or workmanship in the Condominium Property.

(D) Effect of Insurance or Construction Guarantees. Notwithstanding the fact that the Association and/or any Unit may be entitled to the benefit of any guarantees of material and workmanship furnished by any contractor or subcontractor responsible for any construction defects, or to benefits under any policies of insurance coverage for construction guarantees or insurance coverage will not excuse any delay by the Association or any Unit Owner in performing its or his/her obligations under the Amended Declaration and Bylaws.

(E) Interpretation of Maintenance Obligation. Any conflict between the maintenance provisions of this Article IX and any other provision of this Amended Declaration or the Bylaws will be interpreted in favor of the maintenance obligations as stipulated in this Amended Declaration Article IX. In the event of any uncertainty or good faith dispute as to whether the Association or an individual Unit Owner is responsible for the maintenance, repair, or replacement of a given item, the Board's determination, exercised in good faith, as to whether any particular maintenance, repair, or replacement to be made is the Association or individual Unit Owner's responsibility, will be final, provided that such determination will be consistently followed.

## ARTICLE X

### ASSESSMENTS AND LIEN OF ASSOCIATION

(A) General. Assessments for the Common Expenses will be made in the manner provided below and in the Bylaws. The proportionate shares of the Unit Owners of the respective Units in the common profits and the Common Expenses is the same as their Ownership Interest as set forth in Exhibit D. Every Unit Owner will pay his/her proportionate share of the Common Expenses and any other Assessments levied against him/her in such manner and at such times as are provided below and in the Bylaws.

(B) Obligation to Pay Assessments. As further set forth in the Bylaws and Chapter 5311, the obligation to pay all Assessments is an independent covenant and will be a charge on such Unit and will be a continuing lien upon the





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Unit against which each Assessment is made until paid in full. No Unit Owner of a Unit may exempt himself/herself from liability for Assessment(s) by waiver of the use or enjoyment of any of the Common Elements, by the abandonment of his/her Unit, or for any other reason. Regardless of any effort or action of a Unit Owner to the contrary, the Association will credit any and all payments made by a Unit Owner for all Assessments levied against such Unit Owner in the order set forth in Article X, Paragraph (C)(2).

(C) Failure to Pay Assessments When Due.

(1) In the event any Unit Owner fails to pay any Assessment made by the Board within 10 days after the same becomes due and payable, the Board may, in its discretion and in addition to any other right or remedy conferred by law or in this Amended Declaration or the Bylaws, discontinue any or all services or access to amenities to or for the Unit owned by such Unit Owner that may be included as part of the Common Expenses. Any Assessment not paid within 10 days after the same will have become due and payable, will be subject to a monthly administrative late charge established by the Board. Each Unit Owner will also be liable for any and all costs incurred by the Association in connection with the collection of delinquent Assessments from such Unit Owner, including reasonable attorneys' fees, monthly administrative late charges, court costs, and other related charges.

(2) The Association will credit any partial payment(s) made by the Unit Owner for or on any Assessment or other charges due to the Association in the following order of priority:

- (a) To any interest owed to the Association;
- (b) To any administrative late fees owed to the Association;
- (c) To collection costs, attorney fees, and paralegal fees incurred by the Association; and, finally,
- (d) To the principal amounts the Unit Owner owes to the Association for the Common Expenses or Assessments chargeable against the Unit.

(3) When a Unit Owner is delinquent in payment of Assessments for

more than 30 days, the Board may, by a majority vote, suspend the voting privileges of the Unit Owner and/or right of the Unit Owners and/or Occupants to use the Common Element amenities and recreational facilities.

(D) Lien of Association. The Association will have a lien upon each Unit Owner's Ownership Interest for the payment of the portion of any Assessments chargeable against such Unit that remain unpaid for at least 10 days after the same have become due and payable, together with the other amounts provided for in Article X, Paragraph (C), from the time a certificate for such lien, subscribed by the President or other Association representative as permitted by Ohio law, is filed with the Stark County Recorder's office in Ohio, pursuant to authorization given by the Board. Such certificate must contain a description of the Unit, the name(s) of the record Unit Owner(s) of the Unit and the amount of such unpaid portion of the Assessments, and other amounts due. The lien will also act to automatically secure and include all Assessments that become due and payable after the certificate is filed until the claim of lien is satisfied. The lien is 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 such lien. In addition, each Unit Owner will be personally liable, jointly and severally, for all Assessments, including, but not limited to any unpaid interest, administrative late fees, enforcement Assessments, collection costs, attorneys' fees, and paralegal fees chargeable for the period of his/her Unit ownership. The existence of a mortgage, lien, or other encumbrance and of a condition, possibility of reverter or the like will not be deemed to be a defense of title under the preceding sentence.

(E) Priority of Association's Lien. The lien provided for in Article X, Paragraph (D) above will take priority over any lien or encumbrance subsequently arising or created, except for: a) liens for real estate taxes and assessments of political subdivisions, and b) liens of bona fide first mortgages, which have been filed for record; provided, however, that with respect to any bona fide first mortgage on a Unit that is filed for record after the date of this Amended Declaration, an amount equal to the lesser of the amount of the delinquency or six months of common expense Assessments based on the budget adopted by the Association for the year in which the foreclosure action against the Unit is commenced, plus the Association's reasonable attorneys' fees, costs, and expenses related to the foreclosure, is prior to any lien or encumbrance previously arising or created by such bona fide first mortgage. The lien provided for in Article X, Paragraph (D) may be foreclosed in the

same manner as a mortgage on real property in an action brought by or on behalf of the Association after authorization from the Board. In any such foreclosure action, the Unit Owner(s) of the Unit affected will be required to pay a reasonable rental for such Unit during the pendency of such action, in addition to any Assessments otherwise chargeable against the Unit, and the Association in such action will be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association, or its agent or nominee, will be entitled to bid, acquire, hold, lease, encumber, and/or convey the Unit, whether at the foreclosure sale of same or otherwise. The provisions of Bylaws Article VIII, Section 7 will be applicable to the Association's acquisition.

(F) Dispute as to Common Expenses. Any Unit Owner who believes that the portion of any Common Expenses chargeable to his/her Unit, for which a certificate of lien has been filed by the Association, has been improperly calculated and charged against him/her or his/her Unit may bring an action in the Court of Common Pleas for Stark County, Ohio, for the discharge of such lien.

(G) Non-Liability of Foreclosure Sale Purchaser. Where the mortgagee of a first mortgage of record or other purchaser of the Unit acquires title to the Unit as a result of foreclosure of the first mortgage, or in the event a mortgagee should accept a deed in lieu of foreclosure, such acquirer of title, its successors and assigns, will not be liable for the share of the Assessments chargeable to such Unit that became due prior to such acquisition of title to such Unit by such acquirer unless such share is secured by a lien for Assessments recorded prior to the recording of the foreclosed mortgage. Any funds received on the judicial sale of the Unit in excess of the first mortgage lien, the court costs, and the real estate taxes, will, however, be paid over to the Association, to the extent of the unpaid Assessments due to the Association. The Unit Owner(s) of a Unit prior to the judicial sale thereof, will be and remain after the date of the judicial sale, personally and primarily liable, jointly and severally, for the Assessments against the judicially sold Unit up to the date of the judicial sale; but any unpaid share of Assessments will be deemed to be Common Expenses collectible from all of the Unit Owners, including the acquirer of the foreclosed Unit, his/her successors or assigns, at the time of the first Assessment next following the acquisition of title by such mortgagee, its successor or assigns.

(H) Liability for Assessments Upon Voluntary Conveyance. In a conveyance of a Unit, other than a conveyance described in Article X, Paragraph (G), the grantee of the Unit will be jointly and severally liable with the grantor for all unpaid Assessments levied by the Association against the grantor and the Unit,



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including his/her share of all Common Expenses charged against the Unit up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee. However, any prospective grantee will be entitled to a statement from the Association, provided through the grantor, within 30 days after receipt by the Association of a request from the grantor, setting forth the amount of all unpaid Assessments; and such grantee will not be liable for, nor will the Unit conveyed be subject to a lien for, any unpaid Assessments levied by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement. As used in this Paragraph, "grantor" will include a decedent and "grantee" will include a devisee or heir, or any other successor or assign of a grantor.

**ARTICLE XI**

**INSURANCE**

**(A) Property Insurance.**

**(1) Coverage.**

**(a) Mandatory Coverage.** The Association will carry Property Insurance (also sometimes known as "casualty insurance" or "fire and extended insurance"), subject to a deductible as provided for in Paragraph (A)(5) below, on all of the insurable improvements comprising the Common Elements, including the Limited Common Elements located outside the bounds of the Unit, from the backside of the drywall (plasterboard) out, excluding the drywall, but also including any structural components located within the Unit, and all personal property as the Association may own and for which the Association is responsible. In general terms, the Association is responsible for having Property Insurance from the backside of the drywall out, excluding the drywall. This is commonly known as a "bare walls" Property Insurance policy.

**(b) Optional Coverage.** The Association may, as the Board so determines, also carry Property Insurance on some or all of the fixtures, structures, betterments, and other insurable installations and improvements installed within and/or as part of the Units. In



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deciding whether to increase, or later decrease the scope of Property Insurance coverage permitted by this subsection, the Board may, among other factors, consider the Association's insurance claim history, the financial costs to the Association and the individual Unit Owners, mortgage market requirements, and the overall state of the condominium insurance market. The Board's decision as to the scope of Property Insurance coverage will be reflected from time to time in the Board's meeting minutes, but not the terms of the insurance policy itself. The Unit Owners will have the burden to determine whether any portion of the Units are insured under the Association's Property Insurance policy; provided, however, that, the Association will provide the Unit Owners with at least 30 days prior written notice of any increase or decrease in the scope of Property Insurance coverage, particularly as it pertains to the Units.

(2) Risks to be Insured and Availability of Insurance.

(a) The Association's Property Insurance will protect against loss or damage by fire and hazards now or in the future embraced by a special form policy, and all other perils that are customarily covered by similarly constructed and situated condominium associations in Stark County, Ohio. The amount of insurance purchased must be sufficient to cover 100% of the then replacement value, less deductible, without deduction for depreciation, excluding excavation and foundation costs and other items normally excluded from such coverage.

(b) All insurance coverage is subject to modification as the Board determines necessary based on the availability of coverage and the cost of the coverage. If the cost of 100% full replacement coverage, less the deductible, for Property Insurance is unreasonably expensive, as the Board so determines, then in no event will the coverage be in an amount less than 80% of the then current replacement cost, less the deductible and with exclusions as provided for in this Paragraph (A)(2).

(3) Beneficiary Interests. Subject to the provisions of Paragraph (A)(4) below, the Association's Property Insurance and Liability Insurance Section (E) will be for the benefit of the Association, each of the Unit



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Owners, and the holders of mortgages upon the Ownership Interests, as their interest may appear, and will provide for the issuance of certificates of insurance with mortgagees' endorsements to the holders of mortgages on the Units, if any.

(4) **Claim Filing.** The Board will have the sole right and authority to file, or authorize the filing of, and adjust any and all claims for damage or destruction that are or may be covered by the Association's Property Insurance policy regardless of the person(s), including mortgagees, who may be named as an additional insured or beneficiary of such policy, as the Board determines is consistent with the intent of the Amended Declaration and in the Association's best interests; provided, however, that a mortgagee having an interest in any loss may participate in the settlement negotiations, if any, related to such loss. The failure or refusal of the Association to process or file any claim for damage or destruction to any part of the Condominium Property under the Association's Property Insurance will not give rise to any claim against the Association or the Board; provided, however, that if no claim is filed, the Association will then self-insure the claim to the extent coverage would have been available under the Association's Property Insurance policy.

(5) **Deductible.** The Association's Property Insurance may include a reasonable deductible as determined by the Board. Except as provided in Paragraph (A)(6) below, the Unit Owner is responsible for any repairs or expenses up to the amount of any applicable deductible for loss or damage to his/her Unit and Limited Common Elements and the Association is responsible for all costs and other expenses pertaining to the Common Elements. If a single loss affects multiple portions of the Condominium Property, for example, one or more Units and the Common Elements, the repair costs and expenses not paid for by the insurance proceeds are to be proportionately allocated in relation to the amount each party's claim bears to the total amount of the claim, with the party incurring the larger share of the loss responsible for the larger share of the deductible. The Association may assess the amount of any deductible expense attributable to any Unit(s) as provided for in Paragraph (A)(6) below, to the Unit Owner(s) of such Unit(s).

(6) **Responsibility for Damage.**

(a) **Association.** The Association's liability is limited to direct losses or damages resulting from its negligence or intentional act. If



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any loss or repair is due to the Association's negligence or intentional act, then, in such case, the Association will be responsible for the cost of such loss or repairs to the extent not covered by any insurance policy in accordance with this Article XI, including any deductible amount.

(b) Unit Owner. If any loss or repair is due to the negligence or intentional act of a Unit Owner, or anyone the Unit Owner is responsible for, such as a family member, Occupant, guest, or contractor of the Unit Owner, or originates from the Unit Owner's Unit, then, in such case, said Unit Owner is responsible for the cost of such loss or repairs to the extent not paid for by (or should have been covered and paid for by) any insurance policy required of the Association or any Unit Owner in accordance with this Article XI, including costs not paid for due to any insurance deductible amount.

(7) Insurance Company Rating. All policies will be written with a company licensed to do business in the State of Ohio and, unless not reasonably available to the Association, holding a rating of "AAA" or better by Standard & Poor's Insurance Ratings, or its present day equivalent.

(8) Mortgagee and Other Additional Insurance Requirements. Notwithstanding anything to the contrary anywhere in this Article XI, the Board will have the full right and authority, but not the obligation, to purchase Property Insurance, and/or any other insurance policy or endorsement, that includes any and all such terms, conditions, or requirements, as the Board determines is in the Association's best interest and is necessary to comply with any requirements of the Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), the designee of FNMA or FHLMC, or any other financial institution or government agency. If the Association provides, as the Board so decides, any additional insurance coverage beyond the minimum requirements contained in Paragraph (A)(1)(a) above, for less than all the Unit Owners, the Association may levy a special assessment against only those Unit Owners so requiring such additional insurance in an amount to be determined by the Board.

(9) Additional Endorsements. The Association's Property Insurance policy must include, as the Board so determines is reasonable from time to time, a "Building Ordinance or Law Coverage Endorsement" or

its present day equivalent, a "Demolition Cost Endorsement" or its present day equivalent, an "Increased Cost of Construction Endorsement" or its present day equivalent, an "Agreed Amount and Inflation Guard Endorsement" or its present day equivalent, and/or such other endorsements as the Board so decides upon.

(10) Disbursement of Excess Insurance Proceeds. The Association will use insurance proceeds received to defray the cost of repairing the damage to the Common Elements. If the cost of such repairs is less than the amount of such insurance proceeds, the Association will retain the excess in either the reserve fund or such other fund as may be established for the purpose of providing for the reasonable maintenance, repair, and replacement of the Common Elements.

(B) Unit Owner Insurance. Except as may be insured by the Association in accordance with Paragraph (A)(1) above, each Unit Owner must separately insure those portions of his/her Unit, including the drywall in, along with any utilities and fixtures that the Unit Owner must maintain. This includes, without limitation, all fixtures, perimeter and interior windows, perimeter and interior doors installations including front, back, man-door, and garage doors, interior plaster or plasterboard, drywall, wall and floor coverings and improvements within or a part of said Unit and all utilities within and serving only said Unit. The Unit Owner must also carry insurance on the Limited Common Elements and Unit up to the amount of the Association's Property Insurance deductible when either such areas are insured by the Association. The Property Insurance carried by the Unit Owner will insure against loss by fire and other hazards and perils embraced by a special form policy. Each Unit Owner will file a copy of the policy(ies), or such other evidence of insurance as the Board may require, with the Association within 30 days of receipt of a request from the Association. Each Unit Owner may further separately insure the personal contents of his/her Unit, as well as any other personal property, which he/she stores elsewhere on the Condominium Property.

(C) Damage and Destruction.

(1) Immediately after the damage or destruction by fire or other casualty to all or any part of the Condominium Property covered by the Association's Property Insurance, as determined by the Board, the Board or its duly authorized agent may proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed



estimates of the cost of repair or reconstruction of the damaged or destroyed property. Such costs may include professional fees and premiums for such bonds as the Board deems necessary. Each Unit Owner will be deemed to have delegated, and does delegate upon acquisition of any title interest in a Unit, to the Board or its agent, his/her right to file for and adjust with insurance companies all losses under the Property Insurance policies referred to in Paragraph (A) above. In furtherance of this delegation, the Board, and its authorized agents, is and are hereby appointed the attorney-in-fact for all Unit Owners to make proof of loss, to negotiate loss adjustment, and to acknowledge receipt for any sums received on or under any and all of said policies.

(2) In the event any damage to or destruction of the Common Elements renders 50% or more of the Units within the Condominium Property untenable, the Unit Owners may, by the vote of those entitled to exercise not less than 75% of the voting power and the consent of at least 51% of the Mortgagees, elect not to repair or restore such damaged part at a meeting which will be called within 90 days after the occurrence of the casualty. Upon such election, all of the Condominium Property will be subject to an action for sale as upon partition at the suit of any Unit Owners. In the event of any such sale or a sale of the Condominium Property after such election, by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, will be considered as one fund and will be distributed to all Unit Owners and the holders of their respective first mortgage liens (as their interests may appear) in proportion to their respective percentages of interest in the Common Elements. No Unit Owner, however, will receive any portion of his/her share of such proceeds until all liens and encumbrances on his/her Unit have been paid, released or discharged.

(D) Restoration of Units and Common Elements.

(1) Unless Unit Owners elect not to restore the damaged property as provided for in Paragraph (C)(2) above, following the occurrence of a casualty for which insurance proceeds are recovered, the Association will repair and reconstruct all damage to or destruction of the Common Elements and Limited Common Elements the Association insures substantially as such Elements existed immediately before the damage or destruction, provided that the Board may provide for the use of such new or alternative materials as the



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Board reasonably determines are in the Association's best interest. Distribution and/or payment of Association insurance proceeds for the repair and reconstruction of any Unit, if any, will be determined by the Board.

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

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

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

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



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**(E) Liability Insurance and Other Insurance Coverage.**

(1) The Association must insure itself, the members of the Board, the Unit Owners and Occupants against liability for personal or bodily injury, disease, illness, or death and for injury to or destruction of property occurring upon, in or about, or arising from or relating to the Common Elements, including, without limitation, legal liability, hired automobile, non-owner automobile, and off-premises employee coverage, such insurance to afford protection to a limit of not less than Two Million Dollars (\$2,000,000.00) in respect to personal or bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than Two Million Dollars (\$2,000,000.00) in respect to any one occurrence, and to the limit of not less than Two Million Dollars (\$2,000,000.00) in respect to damage to or destruction of property arising out of any one accident. All liability insurance will contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner. In the event the insurance effected by the Association on behalf of the Unit Owners and Occupants against liability for personal injury or property damage arising from or relating to the Common Elements does, for any reason, not fully cover any such liability, the amount of any deficit will be a Common Expense to the Unit Owners, and any Unit Owner who has paid all or any portion of such deficiency in an amount exceeding his/her proportionate share based on his/her percentage of interest in the Common Elements will have a right of contribution for the other Unit Owners according to their respective percentages of interest in the Common Elements. Such policy will not insure against liability for personal or bodily injury or property damage arising out of or relating to the individual Units.

(2) Worker's compensation insurance as required by law.

(3) fidelity coverage against dishonest acts of person(s) handling Association funds.

(4) Such other insurance as the Board may determine, including, without limitation, errors and omissions insurance, and liability insurance for Board members.

**(F) Waiver of Subrogation.** Each Unit Owner and Occupant, as a condition of accepting title and possession, or either one of such, of a Unit, and the Association agree that, in the event any part(s) of the Condominium Property or the fixtures or



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personal property of anyone are damaged or destroyed by fire or other casualty that is covered by insurance of any Unit Owner, Occupant, or the Association, and the lessees of any one of them, as provided for in this Article XI, the rights of recovery and subrogation, if any, of any party or their respective insurance company, against the other, or against the employees, agents, licensees or invitees of any party, with respect to such damage or destruction and with respect to any loss resulting therefrom are hereby waived to the extent of the insurance proceeds actually recovered.

## ARTICLE XII

### EASEMENTS

(A) Easements of Enjoyment; Limitations. Every Unit Owner has a right and easement of enjoyment in, over and upon the Common Elements and an unrestricted right of access to and from his/her Unit, which rights and easements are be appurtenant to and pass with the title to a Unit, subject to the right of the Board to make reasonable Rules concerning the use and management of the Common Elements, including the Limited Common Elements, provided that no such Rule will limit or prohibit the right of ingress and egress to a Unit or to that Unit's parking facilities. Any Unit Owner may delegate that Unit Owner's right of enjoyment to the Common Elements and to ingress and egress to the Occupants of that Unit Owner's Unit.

(B) Right of Entry for Repair, Maintenance and Restoration. The Association has the right to entry and access to, over, upon and through all the Condominium Property, including each Unit and Limited Common Elements, to enable the Association to perform its obligation, rights and duties with regard to maintenance, repair, restoration, and/or servicing of any items, things or areas of or in the Condominium Property. The Association also has the right to 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. In the event of an emergency, the Association's right of entry to a Unit and its appurtenant Limited Common Elements may be exercised without notice; otherwise the Association will give the Unit Owners or Occupants of a Unit no less than 24 hours advance notice prior to entering a Unit or its appurtenant Limited Common Elements.



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(C) **Maintenance Easements.** Each Unit Owner has the permanent right and easement to and through the Common Elements and walls to the use of steam heat, water, sewer, power, television cable, and other utilities existing within the walls.

(D) **Easements for Encroachments.** Each Unit and Common Elements, including the Limited Common Elements, is subject to and benefited by easements for encroachments on or by any other Unit and upon the Common Elements; or by reason of deviations in construction, reconstruction or repair; or by reason of shifting, settlement, or movement of structures; or by reason of errors in the Drawings. Valid easements for these encroachments and for the maintenance of same, so long as the encroachments remain, will and do exist.

(E) **Easements for Support.** Every portion of a Unit or utility line or any improvement on any portion of the Condominium Property contributing to the support of another Unit, utility line, or improvement on another portion of the Condominium Property will be burdened with an easement of support for the benefit of all other such Units, utility lines, improvements, and other portions of the Condominium Property.

(F) **Easements for Utilities.** Easements to the Association exist upon, over and under all of the Condominium Property for ingress and egress from, and the installation, replacing, repairing and maintenance of, all utilities, including, but not limited to water, sewer, gas, telephone, electricity, security systems, master television antennas, if any, and cable television. By these easements it is expressly permissible for the Association to grant to the providing companies permission to construct and maintain the necessary poles and equipment, wires, circuits, and conduits on, above, across, and under the Condominium Property, so long as poles, equipment, wires, circuits, and conduits do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any company furnishing a service request a specific easement, permit, or license, the Board has the right to grant such easement, permit, or license without conflicting with the terms hereof.

(G) **Easement for Services.** Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, delivery men, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Elements in the performance of their duties.



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(H) **Power of Attorney.** Each Unit Owner, by acceptance of a deed to a Unit, appoints the President, his/her attorney-in-fact, to execute, deliver, acknowledge, and record for and in the name of such Unit Owner, such deeds of easement, licenses, permits and other instruments as may be necessary or desirable, in the sole discretion of the Board, or its authorized representative, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of each and every Unit Owner, the Association, and real estate to which it is applicable, runs with the land, or coupled with interest and is irrevocable.

(I) **Existing Easements on Record.** This Amended Declaration and all Units are subject to easements, limitations, restrictions and conditions of record, as described in Exhibit E, as well as zoning ordinances, and taxes, and assessments which are a lien but not due and payable as of the date of recording of this Amended Declaration.

(J) **General.** The easements and grants provided in this Amended Declaration and/or Bylaws will in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Amended Declaration, in any deed of conveyance or in any mortgage or other evidence of obligation will not defeat or fail to reserve said rights or easements but the same will be deemed conveyed or encumbered, as the case may be, along with the Unit.

### ARTICLE XIII

#### CONDEMNATION

(A) **Standing.** Except as provided below, the Association, or its designated representative, or authorized successor as trustee, will represent the Unit Owners in any condemnation or eminent domain proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and will have the sole and exclusive right to settle losses with the condemning authority and to receive the award or proceeds of settlement, for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. Notwithstanding the foregoing, in the event that a Unit Owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit Owner resulting from a taking under the power of

eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential losses, that Unit Owner may, at his or her election, separately pursue such claim, provided, that the pursuing of the same, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, any other Unit Owner, or the direct loss with respect to the Unit itself, or with regard to the usability thereof, nor diminishes any award for any such loss.

(B) Use of Proceeds. The award or proceeds of settlement in any actual or threatened condemnation or eminent domain proceedings after reduction by the costs, if any, incurred by obtaining the same, will be applied first to the cost of restoring or replacing all damaged or taken improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new plans and specifications approved by Unit Owners exercising no less than a majority of the Association's voting power.

(C) Insufficient Proceeds; Excess Proceeds. If the award or proceeds are insufficient for such purpose, the excess cost will be paid by the Association and, to the extent funds of the Association are insufficient, in the judgment of the Board, such excess cost will be a Common Expense and assessed among the Units in the same manner as special assessments for capital improvements are assessed. Except as provided below, the balance of any such award or proceeds of settlement, if there is an excess, will be allocated, in proportion to the Ownership Interests. No Unit Owner, however, will receive any portion of his or her share of such proceeds until all liens and encumbrances on his or her Unit have been paid, released, or discharged.

(D) Non-Restorable Unit. Notwithstanding the foregoing, in the event that as a result of any such taking, and consequent restoration or replacement, any Unit could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not be replaced; prior to the allocation and disbursement of any sum to any other Unit Owner or his/her or its mortgagees, there will be allocated and disbursed from such award or its respective first mortgagee, as their interests may appear, such amount equal to the fair market value of the Unit that cannot be restored or replaced. Thereupon, such Unit(s), and the Unit Owners thereof, will be immediately and automatically divested of any interest in the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote membership in the Association, and liability for Common Expenses. All such



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relative proportions as those rights and interests were prior to such taking. To illustrate, upon a Unit being divested from the Condominium Property, (a) the voting right of that Unit will be allocated among all other Units in proportion to their respective interests in the Common Elements, and (b) the Ownership Interest of that Unit will be reallocated among all other Units in the proportion of their relative Ownership Interest prior to such taking.

(E) Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, or authorized successor, as his or her attorney-in-fact to represent that Unit Owner, to settle losses, receive and utilize the award or proceeds of settlement, and to do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Article with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit Owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with land, is coupled with an interest, and is irrevocable.

## ARTICLE XIV

### REMEDIES FOR VIOLATIONS

(A) Abatement and Enjoinment. The violation of any restriction, condition, or Rule adopted by the Board or the breach of any covenant or provision contained in this Amended Declaration or in the Bylaws, gives the Board, on behalf of the Association, in addition to the rights set forth in this Article, the right:

(1) To enter upon the Land, in any Unit or Limited Common Elements or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the Unit Owner of such Unit, any structure, thing, or condition that may exist contrary to the intent and meaning of the provisions of this Amended Declaration, the Bylaws, or Rules, and the Association, its Board, and/or its agents, will not be deemed guilty in any manner of trespass;

(2) To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach;





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(3) To suspend a Unit Owner's right to vote and/or a Unit Owner's (including any Occupant(s) of such Unit) use of the Common Element amenities and recreational facilities; and,

(4) To promulgate Rules to effect and to cause the effectuation of reasonable sanctions, including, but not limited to, the imposition of reasonable enforcement Assessments, as may be further defined in the Rules or Chapter 5311, payable to the Association after notice and a reasonable opportunity to request a hearing (and if so requested, to be actually heard) is provided, the removal of personal property from the Common Elements, when the continued presence of such property in the Common Elements is a violation or breach of this Amended Declaration, Bylaws, or Rules, and/or the enforcement by the Police of Municipal Ordinance; all as may be deemed necessary or proper to secure and compel compliance with this Amended Declaration, Bylaws, or Rules, as well as to deter continued non-compliance with such Amended Declaration, Bylaws, or Rules.

(B) **Involuntary Sale.** If any Unit Owner (either by his/her own conduct or by the conduct of any Occupant(s), guest(s), or employee(s) of his/her Unit) violates any of the covenants or restrictions or provisions of the general law, this Amended Declaration, the Bylaws, or Rules, and such violation continues for 10 calendar days after notice in writing from the Association, or occurs repeatedly during any 12 month period after written notice or request from the Association to cure such violation, then the Board has the power, upon 10 days prior written notice, to terminate the rights of said defaulting Unit Owner or Occupant to continue as a Unit Owner or Occupant and to continue to occupy, use, or control his/her Unit. At any time after such notice, the Association may file an action against the defaulting Unit Owner for a decree of mandatory injunction against the Unit Owner or Occupant subject to the prior consent in writing, of any Mortgagee, on the books of the Association, having an interest in the ownership of the defaulting Unit Owner, which consent will not be unreasonably withheld. In the alternative, the action may pray for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use, or control the Unit owned by him/her and ordering that all the right, title, and interest of the Unit Owner be sold (subject to liens or encumbrances) at a judicial sale upon such notice and terms as the Court will establish, provided that the Court will enjoin and restrain the defaulting Unit Owner from reacquiring directly or indirectly his/her interest at such judicial sale. The proceeds of any such judicial sale will be distributed first to



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pay the costs of said sale, real estate taxes, mortgages of record according to their priority, then liens of record, according to their priority, reasonable attorney fees of the Association, and Assessments and all other expenses of the proceedings, and all such items will be charged against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid Assessments or any liens, will be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser will then be entitled to such instrument of conveyance as may be provided by Court order, and to immediate possession of the Unit sold and may apply to the Court for a writ for the purpose of acquiring such possession and it will be a condition of any such sale, and the decree will so provide that the purchaser will take the interest in the property sold subject to this Amended Declaration.

(C) Cost of Enforcement. If any Unit Owner (either by his/her own conduct or by the conduct of any Occupant(s), tenant(s), guest(s), or employee(s) of his/her Unit) violates any provisions in this Amended Declaration, the Bylaws, or Rules, said Unit Owner will pay to the Association, in addition to any other sums due, including all costs of repair or removal and any enforcement Assessments, all costs and expenses incurred by the Association in connection with the enforcement of said provision or Rule, including, without limitation, reasonable attorneys' and legal fees and court costs. Said costs and expenses will be charged as an Assessment against said Unit Owner's Unit. The Association, in addition to all other remedies available, has the right to place a lien upon the estate or interest of said Unit Owner for all costs and charges provided for in this Paragraph as further explained and set forth in Article XIV, Paragraph (D).

(D) Cure by Association. If any Unit Owner fails to perform any act that he/she is required to perform by this Amended Declaration, the Bylaws, or Rules, the Association, through the Board, may, but is not obligated to, undertake such performance or cure such violation, and will charge and collect from said Unit Owner the entire cost and expense, including reasonable attorney and legal fees, of such performing or cure incurred by the Association. Any such amount will be deemed to be an additional Assessment upon such Unit Owner and will be due and payable when the payment of the Assessment next following notification of such charge becomes due and payable, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for Common Expenses.



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## ARTICLE XV

### AMENDMENT TO THIS AMENDED DECLARATION, BYLAWS AND DRAWINGS

(A) **In General.** Except as provided for in Chapter 5311 and Paragraph (B) below, this Amended Declaration, the Bylaws and Drawings may be amended upon the filing for record with the Stark County Recorder's office of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument has been duly consented to by the Unit Owners, either in writing or by a vote taken at a duly noticed and conducted Association meeting, entitled to exercise at least 75% of the Association's total voting power. Such amendment must be executed by the President and Secretary with the same formalities as this instrument and must refer to the volume and page in which this instrument and its attached exhibits are recorded. Any amendment becomes effective upon the recordation of the amendment in the Stark County, provided, however, that no amendment be made to the Ownership Interests set forth in and Exhibit D without the prior unanimous written approval of all Unit Owners and their respective Mortgagees.

(B) **Board Amendments.** Notwithstanding anything in Paragraph (A) above to the contrary, without a vote of the Unit Owners, the Board may amend this Amended Declaration and/or the Bylaws in accordance with and to the extent permitted by Chapter 5311.

(C) **Limitation on Unit Owner Challenge.** Any Unit Owner who is aggrieved by an amendment to this Amended Declaration and/or the Bylaws made pursuant to Paragraph (A) above or that the Board of Directors makes pursuant to Paragraph (B) above may commence a declaratory judgment action to have the amendment declared invalid, provided, that any such action must be filed in the Stark County Court of Common Pleas within one year from the date of the recordation of the amendment with Stark County.

(D) **Mortgagee Consent.** Notwithstanding anything to the contrary in Paragraph (A) above, the consent of at least 51% of the first Mortgagees is required for any amendment of a material adverse nature to such first Mortgagees, any amendment to terminate the legal status of the Condominium Property, or any other amendment for which such Mortgagee consent is required to meet the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage



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Corporation, the Federal Housing Administration, the Veterans Administration, and/or similar institutions. A Mortgagee who receives a written request to approve an amendment by regular U.S. mail and who does not deliver to the requesting party a negative response within 45 days after the sending of the request, will be deemed to have approved such amendment. If not less than 51% of the first Mortgagees consent to a given amendment, the amendment is valid among the Unit Owners, provided that the rights of any non-consenting Mortgagee will not be adversely affected or impaired.

## ARTICLE XVI

### SALE OR OTHER ALIENATION OF UNITS

The Association has no right of first refusal with respect to the purchase or any other conveyance, whether by gift, involuntary sale, or otherwise, of a Unit. A Unit Owner will be able to transfer his/her Unit freely, provided, however, that, prior to any transfer, the Unit Owner must submit to the Association: (a) payment in full to the Association of all outstanding Assessments and other charges levied against the Unit and that are due or become due up until the date of transfer of the Unit; (b) a written verification that the new Unit Owner has received a set of governing documents, including this Amended Declaration, Bylaws, and Rules (a set of such documents may be obtained from the Association for a reasonable charge); and, (c) the new Unit Owner's name, home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all Occupants of the Unit as well as the name, business address, and business telephone number of any person who manages the Unit Owner's Unit as an agent of that Unit Owner. Within 30 days after a change in any information that division (c) of this Article requires, a Unit Owner must notify the Association, in writing, of the change. When the Board requests, a Unit Owner will verify or update the information. Nothing in this Article XVI will prevent or prohibit the Association, through the Board, from purchasing a Unit at anytime and from time to time, provided the requirements set forth in Bylaws Article VIII, Section 7 are met.

## ARTICLE XVII

### NOTICES TO LENDING INSTITUTIONS

In addition to the Mortgagee consent provided for in Article XV, Paragraph (D), any Mortgagee, who requests in writing, is entitled to written notice, by regular first class mail, from the Association of any proposed amendment to this Amended Declaration or the Bylaws as provided for or required by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration, and/or similar institutions. Such notice includes, without limitation, notice of:

- (A) any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage;
- (B) any delinquency 60 days in the payment of assessments or charges owed by any Unit Owner on a Unit on which the Mortgagee holds the mortgage;
- (C) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and,
- (D) any proposed action that requires the consent of a specified percentage of Mortgagees.

The Association's failure to provide notice as set forth above to any Mortgagee will not negate or otherwise affect the Association's rights and interests to, with, or against any Unit Owner, provided that the rights of any Mortgagee who requested in writing, but was not sent such notice will not be adversely affected or impaired.

## ARTICLE XVIII

### GENERAL PROVISIONS

(A) Service of Notices on the Board. Notices required to be given to the Board or Association may be delivered to any 2 members of the Board or to the President, either personally or by regular U.S. mail, with postage prepaid, addressed to such members or officer at his/her Unit.

(B) Services of Notices on Unit Owners. Unless otherwise expressly provided for in this Amended Declaration or the Bylaws, any notices required or desired to be given to the Unit Owners or to any one or more of them will be in writing and will be deemed to have been effectively given if it has been (1) delivered personally to the Unit Owner(s) (if there is more than one Person owning a single Unit, a notice given to any one of such several Persons will be deemed to have been given personally to all of the Persons owning an interest in such Unit), (2) placed beneath the main entrance door of the Unit (it will then be deemed to have been given to all Persons owning an interest in such Unit), or (3) sent by regular U.S. mail with postage prepaid, addressed to the Unit Owner at the mailing address of his/her Unit.

(C) Copies of Notices to Mortgagees. Upon written request to the Board, including the name and address of such mortgagee and the Unit(s) on which it holds, insures, or guarantees the mortgage, the holder of any duly recorded mortgage on any Ownership Interest or partial interest, will be given a copy of any and all notices permitted or required by this Amended Declaration or the Bylaws to be given to the Unit Owner(s) whose Ownership Interest or interest partial is subject to such mortgage.

(D) Service of Notices on Devisees and Personal Representatives. Notices required to be given to any devisee, heir, or personal representative of a deceased Unit Owner may be delivered either personally or by regular U.S. mail, with postage prepaid, to such party at his, her, or its address appearing in the records of the court in which the estate of such deceased Unit Owner is being administered.

(E) Use of New Technology. Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by Ohio and Federal law, as well as by the Board, now or in the future: (1) any notice required to be sent or received; (2) any signature, vote, consent, or approval required to be obtained; or (3) any payment required to be made, under this Amended Declaration or Bylaws, may be accomplished or required using the most advanced technology available at that time provided such use is a generally accepted business practice. This includes, without limitation, the use of electronic mail or other electronic transmission in lieu of any Association required written notice to Unit Owners, individually or collectively, to or from any Unit Owner who has given the Association written consent to such use of electronic email or other electronic transmission, and/or for the Association to properly and effectively

receive any Unit Owner signature, vote, consent, or approval the Association needs or requires, subject to the following:

(1) For voting on the election of Board members, the Association may provide for voting by electronic transmission, provided that if the Association cannot guarantee the anonymity of a Unit Owner's vote, the Association must provide the Unit Owner with the option of casting an anonymous printed ballot, which includes, when necessary, the Unit Owner's percentage of Ownership Interest.

(2) An electronic email or other electronic transmission to a Unit Owner is not considered delivered and effective if the Association's transmission to the Unit Owner fails 2 consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Unit Owner becomes known to the person responsible for sending the transmission. If the electronic email or other electronic transmission is not delivered or effective, the Association will deliver such notice or other communication to the Unit Owner in writing by regular U.S. mail, by hand delivery, or by leaving the notice under or attached to the front door of the Unit Owner's Unit.

(F) Compliance with Covenants. All Unit Owners and Occupants must comply with all covenants, conditions, and restrictions set forth in any deed to which they are subject or in this Amended Declaration, Bylaws, or Rules, as any of the same may be amended from time to time.

(G) Non-Waiver of Covenants. No covenants, conditions, or restrictions, obligations or provisions contained in this Amended Declaration, the Bylaws, or Rules will 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.

(H) Waiver of Damages. Neither the Association, nor any Board member, officer, employee, agent, or successor or assign of Association, will be liable for any claim or damage whatsoever arising out of or by reason of any actions performed pursuant to or in accordance with any authority granted or delegated to them or any of them by or pursuant to this Amended Declaration, whether or not such claim (1) will be asserted by any Unit Owner, Occupant, or by any Person or entity claiming by or through any of them; (2) will be on account of personal injury or property



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damage however caused; or (3) will arise ex contractu or (except in the case of willful misconduct 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 act or neglect of the Board or the Association itself, the Board, or their respective agents, employees, guests, tenants, invitees, and servants, or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function or disrepair of any utility services, including without limitation, heat, air conditioning, electricity, gas, water, sewage, and the like.

(I) Headings. The heading to each Article and each paragraph is inserted only as a matter of convenience and for reference and in no way defines, limits, or describes the scope or intent of this Amended Declaration or in any way affects this Amended Declaration.

(J) Severability. The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Amended Declaration, or of any part of the same, will not impair or affect in any manner the validity, enforceability, or effect of any other provision of this Amended Declaration.

(K) Covenants to Run with the Land. Each grantee of the Grantor, by the acceptance of a deed of conveyance, accepts the same, subject to all restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights, and powers created or reserved by this Amended Declaration, the Bylaws, and all rights, benefits and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed will be deemed and taken to be covenants running with the Land and will bind Grantor, its successors and assigns, and any Unit Owner, Occupant, purchaser, lessee, Mortgagee, or other Person having, at any time any interest or estate in said Land and will inure to the benefit of such owner in like manner as though the provisions of this Amended Declaration and Bylaws were recited and stipulated at length in each and every deed of conveyance.

(L) Construction. Wherever the masculine singular form of the pronoun is used in this Amended Declaration or the attached Bylaws, it will be construed to mean the masculine, feminine, or neuter, singular or plural, as the context so requires.





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(M) Scrivener's Corrections. Scrivener reserves unto itself the right to make corrections or changes in this Amended Declaration and any of the Exhibits attached to this Amended Declaration, including the attached Bylaws that arise due to typographical mistakes or scrivener errors. Said changes may be made by Scrivener despite the fact that Scrivener does not own 75% of the interest of the Association's total voting power but will only be done if said changes do not materially affect the Unit Ownership Interest of anyone else. Said changes will otherwise be in accordance with Article XV of this Amended Declaration.

(N) Interpretation of this Amended Declaration. The provisions of this Amended Declaration, and the Exhibits attached to this Amended Declaration, including the Bylaws, will be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a condominium development; provided, further, that the language used will not be strictly construed against the Association, the Board, or any Unit Owner.

(O) Applicable Laws.

(1) The Association will be subject to and governed by the provisions of any statute adopted at any time and applicable to property including, without limitation, Ohio Revised Code Chapter 5311.

(2) The Association will comply with all applicable state and federal laws concerning prohibitions against discrimination on the basis of race, color, religion, sex, military status, national origin, disability, age, or ancestry, including, but not limited to, Chapter 4112 of the Revised Code. No private right of action additional to those conferred by the applicable state and federal anti-discrimination laws is conferred on any aggrieved individual by the preceding sentence.

(3) In the event of any conflict or inconsistency between the provisions of this Amended Declaration and the Bylaws, the terms and provisions of this Amended Declaration will prevail, and the Unit Owners and all persons claiming under them covenant to vote in favor of such amendments to this Amended Declaration and/or the Bylaws as will remove such conflicts or inconsistencies.



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**EXHIBIT A**  
**DRAWINGS**  
**OF**  
**BARRINGTON PLACE CONDOMINIUM**

being separately recorded with the Declaration of Condominium Ownership for Barrington Place Condominium as Exhibit D at Stark County Records recorded at Volume 919, Page 245 et seq. and among the plat records of Stark County Recorder's Office

Plat Volume 3, Page 93 et seq.  
Plat Volume 3, Page 94 et seq.  
Plat Volume 3, Page 101 et seq.  
Plat Volume 3, Page 103 et seq.  
Plat Volume 3, Page 105 et seq.  
Plat Volume 3, Page 106 et seq.  
Plat Volume 3, Page 107 et seq.  
Plat Volume 3, Page 108 et seq.  
Plat Volume 3, Page 109 et seq.  
Plat Volume 3, Page 112 et seq.



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**EXHIBIT B**

**AMENDED AND RESTATED**

**BYLAWS**

**OF**

**BARRINGTON PLACE CONDOMINIUM ASSOCIATION, INC.**

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**AMENDED AND RESTATED**  
**BYLAWS**  
**OF**  
**BARRINGTON PLACE CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I**

**GENERAL**

**Section 1. Preliminary Statement of Scope and Effect.** These Amended and Restated Bylaws of Barrington Place Condominium Association, Inc. (“Bylaws”) are attached to and made a part of the Amended and Restated Declaration of Condominium Ownership for Barrington Place Condominium Association, Inc. (“Amended Declaration”). Their purpose is to provide for the establishment of a Unit Owners’ Association for the government of the Condominium Property in the manner provided by the Amended Declaration and by these Bylaws. All present or future Unit Owners or Occupants or their employees, or any other Person who might use the facilities of the Condominium Property in any manner, are subject to the covenants, provisions, or regulations contained in the Amended Declaration and these Bylaws and are subject to any restriction, condition, or regulation adopted by the Board of Directors. The mere acquisition or rental of any of the Units located within the Condominium Property described in the Amended Declaration, or the mere act of occupancy of any of the Units, will constitute acceptance and ratification of the Amended Declaration and of these Bylaws.

**Section 2. Name and Nature of Association.** The Association is an Ohio, incorporated, not-for-profit corporation, called “Barrington Place Condominium Association, Inc.”

**Section 3. Primary Office.** The Board will designate the place or location of the Association’s primary office, which office may be at a management company’s location, if any. All current files, books, and records of the Association must be kept at the primary office. Archived files maybe kept in a storage room on

the Condominium Property or off-site. If the primary office is a Board member's Unit, upon the expiration of the Board member's term, whether by resignation, removal, or otherwise, such Board member has an affirmative duty and responsibility to contact the incoming or succeeding Board member to arrange for the delivery of all Association books and records from the outgoing Board member's Unit to the respective incoming or succeeding Board member's Unit within 10 business days of the change of such Board position.

## ARTICLE II

### THE ASSOCIATION

**Section 1. Membership.** When a Person acquires title to a Unit, the Person becomes a Unit Owner and automatically becomes an Association member provided that any such Person who holds such interest merely as a security for the performance of an obligation is not a member. Such membership terminates upon the sale or other disposition by such member of his/her Unit ownership, at which time the successor Unit Owner of such Unit automatically becomes an Association member.

**Section 2. Voting Rights.** Subject to the provisions of Bylaws Article III, Section 9(O) below, there is one vote for each Unit comprising the Condominium Property. If more than 1 Person holds such interest or interests in any Unit, all such Persons are members, and the vote for such Unit will be exercised as they among themselves determine, but in no event will more than 1 vote be cast with respect to any such Unit. In the case of a Unit owned or held in the name of a corporation, partnership, fiduciary, or nominee, a Certificate signed by the Unit Owner(s) must be filed with the Secretary naming the Person authorized to cast votes for such Unit, which Certificate is conclusive until a subsequent substitute Certificate is filed with the Secretary. If such Certificate is not on file, the vote of such corporation, partnership, fiduciary, or nominee will not be considered nor will the presence of such Unit Owner at a meeting be considered in determining whether the quorum requirements for such meeting have been met. If a Unit is owned as tenants in common, joint tenants, or tenants by the entireties, no Certificate need be filed with the Secretary naming the person authorized to cast votes for such Unit, and either Person, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any Association meeting, unless prior to such meeting either person has notified the Secretary in



writing that there is a disagreement as to who will represent their Unit at the meeting, in which case the Certificate requirement set forth above applies and, if no Certificate is filed with respect to such Unit and they are unable to agree upon their ballot on any subject at any meeting, they lose their right to vote on such subject.

**Section 3. Proxies.** At any Association meeting of the Unit Owners, Unit Owners may vote, act, or execute consents, waivers, or releases in person or by proxy. The Person(s) appointed as proxy need not be a Unit Owner. Designation by a Unit Owner(s) of a proxy to vote, act, or execute on his/her or their behalf, will be made in writing and signed by such Unit Owner or appointed in any other manner permitted by Ohio law, filed with the Secretary, and is revocable at any time by actual notice to the Board by the Unit Owner(s) making such designation. Without affecting any vote, act, or execution previously taken or authorized, the Unit Owner(s) appointing a proxy may revoke a proxy by a later dated appointment of proxy received by the Association or by giving notice of revocation to the Association in writing or at an open meeting. The mere presence at a meeting of the Unit Owner(s) appointing a proxy does not revoke the appointment.

**Section 4. Meetings of Members**

(A) **Annual Meeting.** The Association's Annual Meeting will be held at such time, place, and date during the second quarter of each fiscal year as the Board determines and as is stated in the meeting notice, for the election of directors, the consideration of reports to be laid before the meeting, and the transaction of such other business as is set forth in Section 4(E) below.

(B) **Special Meetings.** Special Association meetings may be called by the President, by a majority of the Board acting with or without a meeting, or by Unit Owners entitled to exercise at least a majority of the Association's voting power. Upon written request delivered either in person or by certified mail to the President or the Secretary by any Person(s) entitled to call a special meeting, such officer will set the date, time, and place for the special meeting and cause notice of the meeting to be given to all Unit Owners in accordance with Section 4(C) below. If such notice is not given within 30 calendar days after the receipt of such request, the Person(s) requesting the special meeting may fix the time of the meeting and give notice of the meeting to all Unit Owners in accordance with Section 4(C) below. No business other than that specified in the notice will be considered. The order of business at



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each special meeting must be specified in the notice or agenda for the special meeting.

(C) Notice of Meetings. Not less than 7 calendar days before the day fixed for an Association meeting, written notice stating, the time, place, and purpose of such meeting will be given by or at the direction of the Secretary or any other Person(s) required or permitted by these Bylaws to give such notice. Such notice must be given by electronic mail, hand-delivered, attached to the cluster mailbox hut, or sent by regular U.S. mail, first-class postage prepaid to each Association member who is a Unit Owner of record as of the day preceding the day on which notice is given. If mailed, the notice will be addressed to the Unit Owners at their respective addresses as they appear on the Association's records. Notice of the time, place, and purpose(s) of any meeting of the Unit Owners may be waived in writing, either before or after the holding of such meeting, by any Unit Owner(s), which writing must be filed with or entered upon the records of the meeting. The attendance of any Unit Owner at any such meeting, without protesting the lack of proper notice prior to or at the commencement of the meeting, is deemed to be a waiver by the Unit Owner of notice of such meeting.

(D) Quorum; Adjournment. Except as may be otherwise provided by law or the Amended Declaration, at any Association meeting, the Unit Owners present in person or by proxy who are in good standing at the time of the meeting (subject to Bylaws Article III, Section 9(O)) will constitute a quorum for such meeting. At any Association meeting a majority of the Unit Owners present in person or by proxy may adjourn such meeting. If any meeting is adjourned, notice of such adjournment need not be given if the date, time, and place to which such meeting is adjourned are fixed and announced at such meeting.

(E) Conduct and Order of Business. The Board may adopt Rules for the conduct of all Association meetings. The order of business at all Annual Meetings must be as follows:

- (1) Calling of meeting to order;
- (2) Proof of notice of meeting or waiver of notice;
- (3) Establishment of quorum;
- (4) Approval of minutes of preceding Annual Meeting;
- (5) Reports of officers;

- (6) Reports of committees;
- (7) Election of Inspectors of Election;
- (8) Election of Directors;
- (9) Unfinished and/or old business;
- (10) New business; and
- (11) Adjournment.

(F) Minutes of the Meetings. Minutes will be taken at all Association meetings. Copies of the approved minutes will be available for inspection by Unit Owners upon reasonable request at the office of the Association, or as kept by the Secretary.

**Section 5. Actions Without a Meeting.** Any action, except removal of a Board member, which may be taken at an Association meeting, may be taken without a meeting with the approval of, and in writing(s) signed by, Unit Owners having the percentage of voting power required to take such action as if it had been taken at a meeting. Such writing(s) must be filed with the Secretary.

### ARTICLE III

#### BOARD OF DIRECTORS

**Section 1. Board of Directors.** The Board will constitute for all purposes the Board of Directors, referred to and provided for under Ohio Revised Code Chapter 5311.

**Section 2. Number and Qualifications.** The number of Board members will consist of no less than 3 nor more than 5 persons, each of whom must be a Unit Owner or the spouse of a Unit Owner, except in the case of a Unit held by a corporation, partnership, limited liability company, trust, fiduciary, or nominee, the designated representative of such Unit will be eligible to serve as a Board member. All candidates for the Board must be in good standing with the Association at the time of the Annual Meeting or special meeting held for the election of Board members. Good standing requires that the member not be more than 30 days delinquent in the payment of any fees and/or Assessments owed to the Association. If a Board member ceases to meet such good standing qualifications during his/her term, he/she will cease to be a member of the Board

and his/her place on the Board will be deemed vacant. No single Unit may be represented on the Board by more than 1 Director at any one time.

**Section 3. Nomination.** Candidates may submit a written request to be placed on the ballot as a candidate for the election to the Board of Directors provided the candidate files a letter of intent with the Secretary at least 30 calendar days before the date of the Annual or special meeting. Nominations for the election of Directors may also be made from the floor at the Annual or special meeting. If a candidate is not in good standing, he/she immediately fails to qualify for the Board and he/she is not eligible for election. A candidate need not be present at the meeting but must submit a letter prior to the meeting volunteering to be placed on the ballot.

**Section 4. Election of Directors.** Except as otherwise provided in these Bylaws, the Directors will be elected at the Annual Meeting, but when the Annual Meeting is not held or Board members are not elected at the Annual Meeting, they may be elected at a special meeting called and held for that purpose. The election will be by written, secret ballot and conducted in the manner set forth in these Bylaws. Each Unit Owner may vote for as many candidates as there are vacancies in the Board. Candidates receiving the greatest number of votes will be elected to the Board. Cumulative voting is not permitted.

**Section 5. Term of Office; Resignations; Vacancies.** The Directors will be elected for a three-year term provided, however, the terms must be staggered so that the terms of one-fifth of the Directors will expire and successors be elected at each Annual Meeting of the Association. Except as otherwise provided, each Director will be a Board member until the expiration of his/her designated term and until his/her successor is elected, or until his/her earlier resignation, removal from office, ceases to be a member in good standing, or death. There are no term limits. Any Director may resign at any time by oral statement to that effect made at a Board meeting or in writing to that effect delivered to the Secretary; such resignation takes effect immediately or at such other time as the resigning Director may specify. In the event of the occurrence of any vacancy or vacancies in the Board, the remaining Board members, though less than a majority, will, by a vote of a majority of their number, fill any such vacancy(ies) until the next Association meeting held for the purpose of electing Board members. The members, by the vote of members exercising not less than a majority of the voting power of members, may, from time to time, change the number and terms of Directors,

provided, that in any such event the terms of not less than one-fifth of the Directors will expire annually.

**Section 6. Board Meetings.**

(A) **Organizational Meeting.** Immediately after each Annual Meeting or any special meeting for the election of Board members, the newly elected Board members and those Board members whose terms hold over will hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

(B) **Regular Meetings.** Regular meetings of the Board may be held at such times and places as will be determined, from time to time, by a majority of the Board, but at least 10 such meetings will be held during each fiscal year. Notice of each meeting will be given in accordance with Section 6(F) below. The Board meetings, except executive session, will be open to the Unit Owners but Unit Owners will not have the right to participate, unless the Board expressly authorizes that the Unit Owner(s) may participate.

(C) **Special Meetings.** Special meetings of the Board may be held at any time upon call by the President or a majority of the other Board members. Notice of the date, time, place, and purpose(s) of each special meeting will be given to each Board member. Such notice may be given in any manner or method as permitted by Ohio law and at such time so that the Board member receiving it may have a reasonable opportunity to attend the meeting. Such notice will, in all events, be deemed to have been proper if given as outlined in Section 6(F). Unless otherwise indicated in the notice for the meeting, any business may be transacted at any special Board meeting.

(D) **Executive Sessions.** At any regular or special meeting of the Board, the Board may, by the majority vote of the Directors, adjourn to an executive session for purposes of discussing and/or taking action on matters of confidentiality, including, but not limited to: personnel issues/discipline, open contract bid solicitation, pending litigation, other matters protected under attorney-client privilege or by law or enforcement of the Amended Declaration, these Bylaws, or Rules against any Unit Owner. Executive session minutes are not available to Unit Owners for inspection and/or copying.

(E) **Conduct of Meetings.** 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 (or simultaneously read if in electronic format, e.g. Internet chat room), participate, and respond to every other Board member.

(F) **Notices.** Written notice of the time and place of any Board meeting will be given to each Director either by personal delivery or by mail, fax, email, or telephone at least 48 hours before the meeting, which notice need not specify the purpose(s) of the meeting; provided, however, that attendance of any Director at any such meeting without protesting (prior to or at the commencement of the meeting) the lack of proper notice will be deemed to be a waiver by him/her of notice of such meeting. Such notice may be waived in writing either before or after the holding of such meeting by any Director, which writing will be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice, any business may be transacted at any organizational or regular Board meeting.

(G) **Quorum; Adjournment.** A quorum of the Board consists of a majority of the Board members then in office. At each meeting of the Board at which a quorum is present, all questions and business will be determined by a majority vote of those present, except as may be otherwise expressly provided in the Amended Declaration or these Bylaws. A majority of the Board members present at a meeting duly held may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

(H) **Voting Power.** Each Director will have one vote. A vote of a majority of the Directors voting on any matter at a duly called and noticed meeting at which a quorum is present is sufficient to determine any matter.

(I) **Board Meeting Minutes.** Minutes will be taken at or for all meetings of the Board. Copies of the Board-approved minutes, except for those taken during closed executive sessions, will be available for inspection by Unit Owners, upon reasonable request, at the office of the Association or as kept by the Secretary.



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(J) Actions Without a Meeting. Except removal of officers, in lieu of conducting a meeting, the Board may take action with the unanimous written consent of the Board members, which written consent may be in electronic form, including by email or similar mode of communication permitted by Ohio law. Written confirmation signed by each Board member of the action taken without a meeting must be filed with the minutes of the Board.

**Section 7. Removal of Board Members.** Except as otherwise provided in these Bylaws, the Board may remove any Board member and thereby create a vacancy in the Board, which may be filled in accordance with Bylaws Article III, Section 5, if by order of court he/she has been found to be of unsound mind, or if he/she files for bankruptcy or has been adjudicated bankrupt, or not a member in good standing as defined in Article III, Section 2, or if he/she is physically incapacitated, or involved in any legal action against the Association, or if he/she fails to attend 3 meetings of the Board. At any Association meeting duly called at which a quorum is present, any one or more of the Board members may be removed with or without cause by the vote of Unit Owners entitled to exercise at least a 75% of the Association's total voting power, and a successor(s) to such Board member(s) so removed may be elected at the same meeting for the unexpired term for each such removed Board member. Any Board member, whose removal has been proposed, will have an opportunity to speak and be heard at such meeting prior to the vote of his/her removal.

**Section 8. Compensation.** While serving on the Board, the Directors will not receive any salary or compensation for their services. Any Director, however, may be reimbursed for his/her actual expenses incurred in the performance of his/her duties, as solely determined by the remaining Directors, including but limited to reimbursement for mileage while conducting Association business at an amount permitted by the Internal Revenue Service. If any Director, Director's spouse, life partner, or immediate family member (defined as any parent, child, adopted child, or sibling of the Director), seeks to be retained to perform services for the Association for compensation, the respective Director must disclose the conflict of interest and completely abstain from the Board's decision making process. If a majority of the Directors have a financial interest in a particular matter, the matter will be submitted to the Unit Owners for approval by a majority of the disinterested Unit Owners.



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**Section 9. Powers and Duties.** Except as otherwise provided by law, the Amended Declaration, or these Bylaws, the Board will exercise all power and authority of the Association and, on behalf of the Association, may:

(A) take all actions deemed necessary or desirable to comply with all requirements of law, the Amended Declaration, and these Bylaws;

(B) subject to Bylaws Article IX, Section 7, purchase or otherwise acquire, lease as lessee, hold, use, sell, exchange, transfer, and dispose of real property of any description or any interest therein;

(C) purchase, acquire, encumber, lease as lessee, and convey or otherwise transfer personal property;

(D) hold in the name of the Association any real property and personal property acquired in accordance with these Bylaws;

(E) enter into contracts and incur liabilities relating to the operation of the Condominium Property;

(F) obtain insurance coverage not less than that required by the Amended Declaration and fidelity bonds the Board considers appropriate and necessary;

(G) reasonably repair, maintain, replace, and improve the Common Elements;

(H) borrow funds, as needed, and assign, without limitation, the Association's right to future income, including the right to receive Assessments, insurance proceeds, and other income or compensation, and issue, sell, or pledge notes, bonds, or other evidences of indebtedness of the Association as collateral for any monies borrowed, and execute related documents, provided that any such borrowing will be limited to the purpose of acquiring funds to be used for the management and insurance of the Condominium Property, for the maintenance, repair, and/or replacement of the Condominium Property, and/or for such capital additions or improvements as may be approved by the Unit Owners in accordance with these Bylaws;



(I) establish, enforce, levy, and collect Assessments against Unit Owners;

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

(K) hire and fire managing agents, attorneys, accountants, and other independent professionals and employees to perform such duties and services as the Board may authorize;

(L) adopt and promulgate Rules, by written notice to the Unit Owners, as the Board deems advisable for:

(1) the maintenance, conservation, and beautification of the Condominium Property;

(2) the health, comfort, safety, and general welfare of the Unit Owners and Occupants;

(3) governing the operation and use of the Condominium Property or any portion thereof;

(4) regulating the use or occupancy of Units;

(5) regulating the maintenance, repair, replacement, modification, and appearance of Units and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Units;

(6) establishing a procedure for levying and collecting reasonable enforcement Assessments for any infractions of the Rules, or any covenant, condition, restriction, or responsibility of the Amended Declaration or these Bylaws.

In the event such Rules conflict with any provisions of the Amended Declaration or these Bylaws, the provisions of the Amended Declaration and these Bylaws will govern.

(M) impose interest and late charges for the late payment of Assessments, impose returned check charges, and, pursuant to the requirements of the Amended Declaration and Ohio law, impose reasonable enforcement Assessments for violations of the Amended Declaration, these Bylaws, and the Rules, and reasonable charges for damage to the Common Elements or other property;

(N) adopt and amend Rules that regulate the collection of Assessments and the application of payments of delinquent Assessments;

(O) establish, in the Board's sole determination, standards, and/or procedures for the suspension of recreational facilities and voting privileges on all matters other than proposed amendments to the Amended Declaration or these Bylaws, which standards or procedures may include guidelines for automatic suspension of such voting privileges;

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

(Q) enforce all provisions of the Amended Declaration, these Bylaws, covenants, conditions, restrictions, Rules, and Articles of Incorporation governing the Condominium Property, and Common Elements;

(R) grant easements, leases, licenses, and concessions through, under, and/or over the Common Elements;

(S) impose reasonable charges for preparing, recording, or copying of the Amended Declaration, these Bylaws, or amendments, as well as reasonable charges for the handling of refinancing and/or resale certificates, documentation, and/or statements of unpaid Assessments;

(T) authorize entry to any portion of the Condominium Property, including the Units, by designated individuals 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 Unit Owners or Occupants of that Unit or another Unit;

(U) pay any taxes and assessments levied against property owned by the Association before they become delinquent;

(V) invest excess funds in investments that meet standards for fiduciary investments under Ohio law providing funds are insured by the Federal Deposit Insurance Corporation; and,

(W) do all things permitted by law, including, without limitation, permitted by Chapter 5311, and exercise all power and authority within the purposes stated in the Amended Declaration or incidental thereto.

**Section 10. Committees.** The Board may, by resolution, provide for such standing or special committees as it deems desirable, and discontinue the same at its pleasure. Each such committee will have such powers and perform such duties, not inconsistent with law, as the Board may delegate to the committee. Each committee is to keep full records and accounts of its proceedings and transactions. Any such committee must report to the Board on any action taken, at the Board's next meeting succeeding such action and is subject to the Board's control, revision, and alteration, provided that no rights of any third Person is prejudicially affected. Each such committee is to adopt its own rules of procedure and meet as provided by such rules, by Board direction, or at the call of the President or any two committee members. The provisions of Section 6(F) of this Article III relating to the notice required to be given applies to meetings of each such committee. A majority of the committee members is necessary to constitute a quorum. Vacancies in such committees will be filled by the Board or as it may provide.

**Section 11. Fidelity Coverage.** The Association must obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of Association funds. The Board will determine the appropriate amount of such bond/insurance, taking into account the cost of the bond/insurance, the maximum amount of funds held by the Association during the fiscal year, and the requirements of the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration, Veterans Administration, and/or similar institutions. As used in this paragraph, the term "persons who control or disburse funds of the Association" refers to any

individual with authority and/or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any Association account or deposit, including, but not limited to, the manager, management company's principals and employees, and Board President, Secretary, and Treasurer. Any person who controls or disburses funds of the Association must be able to be bonded or else he/she cannot serve in that capacity.

**Section 12. Disconnection of Utility Service.** Subject to applicable laws and the requirements listed below, the Association, through its Board of Directors, may shut off and/or disconnect, including locking any utility valve or line as necessary to maintain the disconnection, any utility service to a Unit that is paid through the Association when the Unit Owner of such Unit is more than 30 days delinquent in the payment of any Assessment as described in Amended Declaration Article X, or any other fees, enforcement Assessments, cost of collection, or other charge(s) the Unit Owner owes the Association. The Association's authority to disconnect, which includes shutting off, a utility service is subject to the following:

(A) The Association may only disconnect any and all utility service(s) provided to a Unit that the Unit Owner pays for through the Association as part of the annual operating assessment or otherwise, and not directly to the utility company.

(B) Prior to the disconnection of any utility service, the Association must provide the Unit Owner with a minimum of a 30 day written disconnection notice. Said notice will include the amount the Unit Owner must pay to avoid the disconnection, the specific date by which the payment must be made, and advise the Unit Owner of his/her right to request a hearing within 10 calendar days from the date of the disconnection notice. The disconnection notice must be sent by one of the following methods:

(1) hand delivery to the Unit Owner personally, or to any person residing in the Unit Owner's Unit, or

(2) placed under or taped to the front door of the Unit Owner's Unit, or

(3) sent by certified mail, return receipt requested, to the Unit Owner's Unit.



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(C) The Association or its agent(s), if accompanied by a Board member if available under the circumstances, may enter any Unit, garage, or portion of the Limited Common Elements, when necessary, in connection with the disconnection of any utility service. The Association or its agent(s) or its Board member(s) will not be guilty of trespass. The Association will provide the Unit Owner with reasonable prior written notice of any intended entry into the Unit.

(D) Once the utility service is disconnected, the Unit Owner, or any successor Unit Owner of the Unit, must pay for any and all disconnection and later reconnection charges, in addition to all other Assessments, charges, late fees, reasonable attorneys' fees, legal fees, including the notice of disconnection costs, and collection expenses the Unit Owner owes the Association, before the utility service is reinstated.

(E) In addition to the above, any and/or all optional services provided by the Association, may also be suspended when the Unit Owner of such Unit is more than 30 days delinquent in the payment of any Association Assessment, and any fees, enforcement Assessments, cost of collection, or other charge(s) the Unit Owner owes the Association.

## ARTICLE IV

### OFFICERS

**Section 1. Election and Designation of Officers.** The Board elects a President, Vice President, Secretary, and Treasurer, each of whom must be a Board member. Any 2 of such offices, other than that of President and Vice President, may be held by the same person, but no officer will execute, acknowledge, or verify any instrument in more than one capacity. The Board, from time to time, may also create such offices and appoint such other officers and assistant officers who are not members of the Board, but who are members of the Association as prescribed in Article V, Section 5, below as in its judgment may be necessary.

**Section 2. Term of Office.** The officers of the Association will hold office, unless sooner removed by the Board or until the organizational meeting of the



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Board following the date of their election and until their successors are chosen and qualified. The remaining Board members will fill a vacancy in any office, however created.

**Section 3. Resignation and Removal.** Any officer may be removed from office, with or without cause, by a majority vote of the Board members then in office. Any officer may resign at any time by oral statement to that effect made at a Board meeting or in writing to that effect delivered to the President or Secretary. Such resignation will take effect on the date of receipt of such notice or at any later time specified, and the acceptance of such resignation is not necessary to make it effective.

**Section 4. No Compensation to Officers.** None of the officers of the Association will receive compensation for his/her services as such.

## ARTICLE V

### DUTIES OF OFFICERS

**Section 1. President.** The President is the chief executive officer of the Association and will exercise general executive supervision over the Association's business and affairs and over its several officers, subject, however, to the Board's control. He/She presides at all Association and Board meetings and establishes meeting dates and sets the agenda. He/She may execute all instruments on behalf of the Association and other obligations of the Association and has such other authority to perform such other duties as the Board may from time to time assign to him/her or otherwise provided for in the Amended Declaration or these Bylaws.

**Section 2. Vice President.** The Vice President will perform such duties as are conferred upon him/her by these Bylaws or as may, from time to time be assigned to him/her by the Board or the President. At the request of the President, or in his/her absence or disability, the Vice President will perform all the duties of the President and, when so acting, has all the power of the President with like authority of the President.

**Section 3. Secretary.** The Secretary will verify proper notice and quorum, type agenda, and keep minutes of all the proceedings of the members of the Association and of the Board and make proper record of the same, which must be



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attested by him/her; has the authority to execute all deeds and other obligations of the Association requiring his/her signature; will keep such books as may be required by the Board; will type general correspondences and rule enforcement letters; will prepare and process sale transfer information, service requests, and insurance claims; and perform such other further duties as may from time to time be assigned to him/her by the Board.

**Section 4. Treasurer.** The Treasurer will have general supervision of all finances; he/she will receive and have charge of all money, bills, notes, documents, and similar property belonging to the Association, and will do with the same as the Board may from time to time require. He/She will regularly compare amounts paid to invoices and verify status of association funds and collection of delinquent accounts. He/She will cooperate with accountant and timely file all tax returns. He/She will keep or cause to be kept adequate and correct accounts of the Association's business transactions, including accounts of its assets, liabilities, receipts, expenditures, profits, and losses, together with such other accounts as may be required, and hold the same open for the inspection and examination of the Board, and upon the expiration of his/her term of office, must turn over to his/her successor or to the Board all property, books, documents, and money of the Association in his/her hands or control; and he/she will perform such other duties as from time to time may be assigned to him/her by the Board. The Treasurer is not be signatory on any financial, checking, and/or saving account.

**Section 5. Assistant and Subordinate Officers.** The Board may appoint such assistant and subordinate officers as it may deem desirable. Each such officer will hold office during the pleasure of the Board, and perform such duties as the Board may prescribe. The Board may, from time to time, authorize any officer to appoint and remove subordinate officers and to prescribe their authority and duties; however, such assistant(s) and officer(s) do not have any voting power.

**Section 6. Delegation of Authority and Duties.** In the absence of any officer of the Association, or for any other reason as the Board may desire, the Board may delegate the powers or duties, or any of them, of such officers as set forth in this Article V, to any other office, to any Board member, or to the Association's managing agent, lawyer, accountant, or such other professional as the Board so decides. In addition, the Board is generally authorized to control the action of the officers and to require the performance of duties in addition to those mentioned above.

## ARTICLE VI

### INDEMNIFICATION

#### **Section 1. In General.**

(A) The Association will indemnify any current or former member of the Board of Directors, any current or former officer, or any current or former committee member and/or any of his/her respective heirs, executors, and administrators, against reasonable expenses, including attorney fees, judgments, decrees, fines, penalties, or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal, or civil, to which he/she is or may be made a party by reason of being or having been such Director, officer, or committee member, provided it is determined in the manner set forth below that (a) such Director, officer, or committee member was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association; (b) such Director, officer, or committee member acted in good faith in what he/she reasonably believed to be in or not opposed to the best interest of the Association; (c) in any criminal action, suit, or proceeding, such Director, officer, or committee member had no reasonable cause to believe that his/her conduct was unlawful; and (d) in case of settlement, the amount paid in the settlement was reasonable.

(B) The determinations required in this Article VI will be made by written opinion of independent legal counsel chosen by the Board. Notwithstanding the opinion of legal counsel, to the extent that a Director, officer, or committee member is successful in defense of any action, suit or proceeding, or in the defense of any claim, issue, or matter, he/she will, in that event, be indemnified as set forth above.

**Section 2. Advance of Expenses.** Funds to cover expenses, including attorney fees, with respect to any pending or threatened action, suit, or proceeding will be advanced by the Association prior to the final disposition upon receipt of a request to pay such amounts.

**Section 3. Indemnification Not Exclusive; Insurance.** The indemnification provided for in this Article VI is not exclusive, but is in addition to any other rights





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to which any Person may be entitled under the Articles of Incorporation, the Amended Declaration, these Bylaws, Rules, any agreement, or any insurance provided by the Association, Ohio State laws, including the provisions of Section 1702.12(E) of the Ohio Revised Code, and its successor statutes, or otherwise. The Association must purchase and maintain insurance on behalf of any Person who is or was a Director, officer, or committee member against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Director, officer, or committee member.

**Section 4. Directors, Officers, and Committee Members Liability.** The Directors, officers, and committee members are not personally liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners will indemnify, defend, and hold harmless each of the Directors and officers against all contractual liabilities to third parties arising out of contracts made on behalf of the Association, except with respect to any such contracts made in bad faith or intentionally contrary to the provisions of the Amended Declaration or these Bylaws. Every agreement made by any Director or officer will provide that such Director or officer is acting only as a representative of the Association and will have no personal liability under such agreement (except as a Unit Owner).

**Section 5. Cost of Indemnification.** Any sum paid or advanced by the Association under this Article VI constitutes a Common Expense. The Board has the power and responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Article VI; provided, however, that the liability of any Unit Owner arising out of the contract made by the Board, any Director or officer, or out of the aforesaid indemnity in favor of such Director or officer, will be limited to such proportion of the total liability hereunder as said Unit Owner's Ownership Interest bears to the total Ownership Interest of all the Unit Owners in the Common Elements.

## **ARTICLE VII**

### **FISCAL YEAR**

The fiscal year of the Association will end on the thirty-first (31<sup>st</sup>) day of December in each year, or on such other day as may be fixed from time to time by the Board.

## ARTICLE VIII

### ASSESSMENTS

**Section 1. Determination of Assessments.** The Board will fix and determine from time to time the sum(s) necessary and adequate for the Common Expenses and reserves. Common Expenses will include expenses for the operation, insurance, and reasonable maintenance, repair, or replacement of the Common Elements and such other parts of the Condominium Property as provided for in the Amended Declaration, the carrying out of the powers and duties of the Association, the items enumerated in Article III, Section 9 above, and any other expenses designated from time to time by the Board as Common Expenses. Funds for the payment of Common Expenses will be assessed against the Unit Owners in the manner and proportions and payable as provided in the Amended Declaration and these Bylaws. Special Assessments, if any should be required by the Board, will be levied and paid in the manner as directed by the Board.

**Section 2. Notice of Assessments.** Within 30 calendar days after the Board has determined the amount of any Assessment, a notice of the Assessment will be mailed or presented to each of the affected Unit Owners. All Assessments will be payable to the Association and, upon request, the Association will give a receipt for each payment made. The Association may provide Unit Owners the opportunity for electronic, automatic monthly payments of their Annual Assessment if the Board determines it is in the best interest of the Association. Annual Assessments will be levied against Unit Owners in an amount no less than required to provide funds in advance for payment of all anticipated current Common Expenses and for all of the unpaid Common Expenses previously incurred.

**Section 3. Obligation to Pay Assessments.** Each Unit Owner will pay his/her proportionate share of the Common Expenses as assessed against the Unit Owners, the share of each to be in the same ratio as his/her Ownership Interest. Payment of any other Assessment will be made in such amounts and at such times as the Board may determine. The obligation to pay any Assessment is a separate and independent covenant on the part of each Unit Owner. No diminution or abatement of Assessments or set-off will be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under the Amended Declaration or these Bylaws, or for inconvenience, discomfort, or dislocation arising from the making of repairs or improvements that are the



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Association's responsibility or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. No Unit Owner may exempt himself/herself from liability for any Assessment(s) by waiver of the use or enjoyment of any of the Common Elements, by the abandonment of his/her Unit, or for any other reason.

**Section 4. Preparation of Budget; Assessments.** The Board will, on or before two months prior to the end of the fiscal year, prepare a budget that is based on its estimate of the total amount that will be required during the ensuing fiscal year to pay the Common Expenses, including a reasonable reserve for contingencies and replacements. On or before the 15<sup>th</sup> of the month prior to the end of the fiscal year, the Board will notify each Unit Owner in writing as to the amount of the budget together with a reasonable itemization. Promptly after such notice, the aggregate amount of the budget will become an Assessment (the Annual Assessment) against the Unit Owners; with the share of Annual Assessment against each Unit Owner to be his/her proportionate share in accordance with each Unit Owner's Ownership Interest. Such Annual Assessment will be due and payable by each Unit Owner commencing on the first day of the month of the fiscal year and on the first day of each succeeding calendar month of such ensuing fiscal year in monthly installments (that may or may not be equal) as stipulated by the Board.

(A) **Budget Shortfall.** If the amount of the budget proves to be inadequate for any reason, including non-payment of any Unit Owner's Assessment, the Board may assess the deficiency against the respective Unit Owners according to each Unit Owner's Ownership Interest and, in such case, the Board will give written notice of the additional Assessment to all Unit Owners indicating the reasons for the Assessment(s), the amounts payable by each, and the adjusted monthly amounts reflecting such additional Assessment payable by each Unit Owner.

(B) **Budget Surplus.** If, at any time, the Board determines that the Association has collected a common surplus at the end of any fiscal year, such amount will, at the Board's sole discretion, be either credited promptly after the same has been determined according to each Unit Owner's Ownership Interest to the monthly installments next due from Unit Owners under the current year's Assessment until exhausted or applied toward reserves. Any and all interest earned on any reserves, savings, Assessments, or other fees or monies held by the Association will be first charged against such Association



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expenses as the Board determines is in the Association's best interest, and then to such other purposes as the Board so determines.

**Section 5. Year End Financial Summary.** On or before the date of the Annual Meeting, the Association will supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures, plus reserves.

**Section 6. Reserve for Contingencies and Replacements.** The Board, on the Association's behalf and, in the exercise of its sole business judgment, will build up and maintain a reasonable reserve for contingencies and to finance the cost of major repair or replacement of the components of the Common Elements. The reserve is to be funded by the portion of the Annual Assessment earmarked in the budget for the reserve, provided that the amount set aside annually for reserves must not be less than the amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, unless the reserve requirement is waived annually by the Unit Owners exercising not less than a majority of the Association's voting power. Any interest earned on the reserve fund accounts will be accumulated in the reserve account. Extraordinary expenditures not originally included in the budget, which may be necessary for the year, may, at the Board's discretion, be charged first against such reserve or paid for, in whole or in part, by a Special Assessment. Upon the sale of a Unit by any Unit Owner, such Unit Owner has no right to any portion of the funds in the reserve account; nor will any such Unit Owner have any claim against the Association with respect to same. The Board may allocate reserves to a particular item by a duly made, seconded, and approved motion that explicitly uses the word "allocate." Allocated reserves accumulated from prior years may only be expended for the allocated item unless there is an excess of allocated funds for any given item as evidenced by a professional reserve study or approved by a majority vote of the entire Association. If any funds remain after the expenditure of allocated funds on the specified allocated item, such excess funds become part of the reserves.

**Section 7. Special Assessments for Capital Improvements.** Notwithstanding anything in these Bylaws or in the Amended Declaration that authorizes expenditures, no single expenditure in any fiscal year will be made by the Board for any additions, alterations, or improvements (as distinguished from maintenance, repair, or replacement) on the Common Elements exceeding 10% of



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that fiscal year's budget without having the prior approval of the Association members entitled to exercise at least a majority of the voting power of all Association members present in person or by proxy at an Annual or a special meeting duly held for such purpose. If such approval is obtained, the Board may proceed with such additions, alterations, or improvements and may assess all Unit Owners for the cost as a Common Expense. The limitations on expenditures by the Association contained in this Article VIII, Section 7 do not apply to maintenance, repair, or replacement of the Condominium Property due to casualty loss or emergency repairs immediately necessary for the preservation and safety of the Condominium Property, to maintain compliance with any applicable local, state, or federal codes, ordinances, laws, rules, or regulations, or to avoid suspension of any necessary services or for the safety of Persons. The foregoing provisions of this Section 7 do not apply to the rehabilitation and renewal of obsolete property, or to loss resulting from condemnation, which will each be governed by the appropriate provision of the Amended Declaration.

**Section 8. Failure to Prepare Annual Budget or Make Current Assessments.** The failure or delay of the Board in the preparation of any budget or in the giving of notice of the budget to Unit Owners, or any delay in the making of Assessments against Unit Owners, or any of them, will not constitute a waiver or release in any manner of such Unit Owner to pay his/her proportionate share of the Common Expenses, including reserves, whenever the same is determined and assessed. In the absence of any annual estimate of Common Expenses, including required reserves, or of any budget or Assessments based thereon, Unit Owners will continue to pay the monthly Assessments at the existing monthly rate established for each Unit Owner then in effect, until the first monthly maintenance payment becomes due, pursuant to a new Assessment covering the current period duly made by the Board in the manner above provided in Section 4 of this Article VIII.

**Section 9. Books and Records of Association.**

(A) The Association will maintain complete and correct books and records of account that specify the receipts and expenditures relating to the Common Elements and other common receipts and expenses, records showing the allocation, distribution, and collection of the common profits, losses, and expenses among and from the Unit Owners, minutes of the Association and Board meetings, and records of names and addresses of the Unit Owners and Occupants, and their respective Ownership Interests ("Association's records").



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(B) The Board may adopt reasonable Rules establishing reasonable standards for the examination and copying of the Association's records, which may include, without limitation, standards and limitations governing the type of documents that are subject to examination and/or copying, limitations on the use and distribution of such records, the times and locations at which the documents may be examined or copied, and a reasonable fee for the examination and/or copying of the documents. In the absence of any Rules, any Unit Owner, his/her Mortgagee, or any representative of a Unit Owner duly authorized, in writing, may, for reasonable purpose(s), during normal business hours and following a reasonable, prior written request to the Board, examine or copy the Association's records, subject to a reasonable fee and the provisions of Chapter 5311. Within 10 calendar days of a written request to the Board and upon payment of a reasonable fee, any Unit Owner will be furnished a statement of his/her account setting forth the amount of any unpaid Assessments or other charges due and owing from such Unit Owner.

(C) The Association will not permit examining and/or copying of any of the following from books, records, or minutes unless expressly approved by the Board:

(1) information that pertains to property-related personnel matters;

(2) communications with legal counsel or attorney work-product pertaining to potential, threatened, or pending litigation, other property-related matters, or other matters protected under attorney-client privilege;

(3) information that pertains to contracts or transactions currently under negotiation or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;

(4) information that relates to the enforcement of the Amended Declaration, these Bylaws, or Rules against a Unit Owner(s); or

(5) information the disclosure of which is prohibited by state or federal law.



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**Section 10. Status of Funds Collected by Association.** All funds collected will be held and expended solely for the purposes designated in the Amended Declaration, these Bylaws, or Ohio law and, except for such Assessments as may be levied against less than all of the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid Assessments, will be deemed to be held for the use, benefit, and account of all of the Unit Owners in proportion to each Unit Owner's Ownership Interest. All sums collected by the Association from Assessments may be commingled in a single fund or divided into more than one fund, bank, or investment accounts as determined by the Board.

**Section 11. Annual Review.** The Board must formally review the Association's finances at least once a year. In addition, at any time, upon the request of a majority of the Board members or of Unit Owners holding at least a majority of the Association's total voting power, the Board will cause a review or an audit of the books of the Association to be made by a Certified Public Accountant; any such review or audit will be a Common Expense.

## ARTICLE IX

### GENERAL POWERS OF THE ASSOCIATION

**Section 1. Payments as Common Expenses.** The Association, for the benefit of all the Unit Owners, will acquire and pay for out of the Association's funds, all Common Expenses arising with respect to, or in connection with, the Condominium Property, including, without limitation, the following:

(A) **Utilities and Related Facilities.** The cost of water, waste removal, electricity, gas, telephone, heat, power, or any other utility service for the Common Elements, excluding the Limited Common Elements. The Board has the further right and authority to set standards as to the reasonable amount of use of any utility service assessed as a Common Expense or "other charge," which may be applied equally to all Unit Owners or on each Unit Owner's Ownership Interest, and to then levy additional Assessment(s) against any Unit Owner to reimburse the Association for excessive use of any utility service by such Unit Owner in such amounts as the Board will determine;



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(B) Casualty Insurance. Premiums upon a policy(ies) of fire insurance, with extended coverage, vandalism, and malicious mischief endorsements, as provided in the Amended Declaration, in an amount equal to full insurable replacement value subject to such deductible as the Board may determine, the amount of which insurance will be reviewed annually;

(C) Liability Insurance. Premiums upon a policy(ies) insuring the Association, the Board members, officers, committee members, the manager or managing agent, and the Unit Owners and Occupants against any liability to the public or to the Unit Owners, their tenants, invitees and licensees, incident to the Unit ownership and/or use of the Common Elements, as provided in the Amended Declaration, the limits of which policy(ies) will be reviewed annually;

(D) Other Insurance. Premiums for other insurance, including fidelity bonds or insurance, effected in accordance with the provisions of the Amended Declaration or these Bylaws;

(E) Workers' Compensation. The costs of workers' compensation insurance to the extent necessary to comply with any applicable laws;

(F) Wages and Fees for Services. The wages and fees for services of any Person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a manager or managing agent for the Condominium Property, the services of any person(s) required for the maintenance or operation of the Condominium Property, and legal and/or accounting services necessary or proper in the operation of the Condominium Property or the enforcement or interpretation of the Amended Declaration, these Bylaws, and Rules, and for the organization, operation, and enforcement of the rights of the Association;

(G) Reasonable Care of Condominium Property. The cost of reasonable landscaping, gardening, snow removal, painting, cleaning, tuck-pointing, maintenance, decorating, repair, and replacements of the Condominium Property that the Association is responsible for, as provided for in the Amended Declaration, and such furnishings and equipment for such portions of the Condominium Property, all as the Board determines are reasonably necessary and proper, and the Board, on behalf of the Association,



has the exclusive right and duty to acquire the same for such portions of the Condominium Property;

(H) Certain Maintenance of Units/Limited Common Elements. In addition to the provisions and requirements contained in the Amended Declaration, the cost of the maintenance, repair, or replacement of any Unit, item of Unit Owner responsibility, or Limited Common Elements for which the Unit Owner is responsible as defined in the Amended Declaration, if such maintenance, repair, or replacement is necessary, in the Board's sole discretion, for safety, aesthetics, uniformity, or to protect the Common Elements, or any other portion of the Building(s) or any other Unit, and the Unit Owner of such Unit or assigned Limited Common Element has failed or refused to perform such maintenance, repair, or replacement within a reasonable amount of time, as the Board so determines, after written notice of the necessity thereof has been delivered or mailed to such Unit Owner; provided that the Board levies a special Assessment against such Unit Owner for the cost of such maintenance, repair, or replacement;

(I) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance that may, in the Board's opinion, constitute a lien against the Condominium Property or any part thereof and that arose by virtue of the Board's authorization or direction, it being understood, however, that the foregoing authority will not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Unit Owners are responsible for the existence of such lien or for the work or labor authorized or directed by the Board, the Association may pay or otherwise discharge the lien, but the responsible Unit Owner(s) will be jointly and severally liable for the costs and expenses of discharging it, and any costs and expenses the Association incurs by reason of said lien(s) will be specially assessed to said Unit Owner(s); and,

(J) Additional Expenses. The cost and expense of any other materials, supplies, furniture, equipment, labor, services, maintenance, repairs, structural alterations, insurance, or Assessments that the Association is required or permitted to secure or pay for pursuant to the terms of the Amended Declaration and these Bylaws or by law or which, in the Board's opinion, are necessary or proper for the reasonable maintenance and operation of the Condominium Property or for the enforcement or interpretation of the Amended Declaration, these Bylaws, and/or the Rules.

**Section 2. Special Services.** The Board may arrange for the provision of any special services and facilities for the benefit of such Unit Owners and/or Occupants that desire to pay for same, including, without limitation, cleaning, maintenance, repair, and replacement of Units, or any part or component of the Units, and provision of other special services, or recreational, educational, medical, or maintenance facilities and any concessions. The Board will determine the cost and fees for any such special services and facilities, which may be charged directly to participating Unit Owners or Occupants, or paid from the maintenance fund and levied as an Assessment against such participating Unit Owners or Occupants. The services and facilities may be furnished on a concession basis or other basis pursuant to which a contractee or licensee pays a fee to the Association for the right to maintain certain facilities upon the Common Elements and charge the users a fee for their use. User charges may be billed separately to each Unit Owner benefited, or may be added to such Unit Owner's share of the Common Expenses, or as otherwise determined, and collected as a part thereof. Nothing in these Bylaws require the establishment of user charges pursuant to this Section 2 and the Board may elect to treat all or any portion as Common Expenses. In the event any special services and facilities create a surplus, these funds will be added to the maintenance or reserve funds as the Board so determines.

**Section 3. Association's Rights to Enter Units.** The Association, through its duly authorized agent(s), may enter any Unit or portion of the Limited Common Elements, when necessary, in connection with any construction, maintenance, repair, or replacement for which the Association is responsible or for inspection of the same or to correct any violation of the Amended Declaration, these Bylaws, or Rules and the Association, its Directors and officers, and/or agents will not be deemed guilty in any manner of trespass. Except in the event of an emergency, the Association will, to the extent reasonably possible, provide the Unit Owner with prior written notice of any intended entry into the Unit, including the reason(s) for such entry. If prior notice is not possible in any given situation, whether due to an emergency or other circumstance(s), the Association will either send by U.S. regular mail or post on the Unit door, a notice to the Unit Owner to advise of the date, time, and purpose for which entry was made.

**Section 4. No Active Business to be Conducted for Profit.** The Association does not have the authority to conduct any active business for profit on behalf of all the Unit Owners or any of them; but this will not preclude the Association from entering into contracts, licenses, concession agreements, and the like affecting parts or uses of the Common Elements, which result in the production of income for the



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Association or from making arrangements of the types described in Section 2 of this Article IX.

**Section 5. Insured and Licensed Contractors.** For any work or services to be performed on the Common Elements, the Association will only retain and contract with licensed (as required by the State of Ohio or the City of Canton) contractors, persons, firms, and other entities that maintain and keep workers' compensation and liability insurance in such minimum amounts as may be required by the State of Ohio, the City of Canton, and/or the Board.

**Section 6. Utility Contracts.** In addition to the authority provided for in Article IX, Section 1(A), the Board, on behalf of the Association and the Unit Owners, individually and collectively, may negotiate and/or enter into contracts or other agreements with any utility service provider to provide for such services and service rates as the Board determines is in the best interest of the Association and/or Unit Owners as a whole, whether such services are included and/or paid for as a Common Expense or paid directly by the Unit Owners.

**Section 7. Acquisition, Lease, Sale, or Exchange of Real Property.** Whenever the Board determines to acquire, sell, or exchange real property or any interest therein located outside of the Condominium Property, the Board will submit such acquisition, lease, or exchange to a vote of the Unit Owners and, upon the affirmative vote of Unit Owners entitled to exercise not less than 75% of the Association's total voting power, the Board may proceed with such acquisition, lease, sale, or exchange, in the Association's name and on behalf of all Unit Owners, and the costs and expenses incident to such acquisition, lease, sale, or exchange will constitute part of the Common Expenses.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

**Section 1. Non-Waiver of Covenants.** No covenants, restrictions, conditions, obligations, or provisions contained in these Bylaws will 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.



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**Section 2. Agreements Binding.** All agreements and determinations lawfully made by the Association, through the Board, in accordance with the procedure established in the Amended Declaration and these Bylaws will be deemed to be binding on all Unit Owners, their successors, heirs, and assigns.

**Section 3. Definitions.** All of the terms used in these Bylaws will have the same meanings as set forth in the Amended Declaration.

**Section 4. Severability.** The invalidity of any covenant, restriction, condition, limitation, or any other provision of these Bylaws, or of any part of same, will not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws.

**Section 5. Amendments.** These Bylaws may be amended as set forth in the Amended Declaration.



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## EXHIBIT C

### LEGAL DESCRIPTION

The Barrington Place Condominium Property was developed in and is comprised of 11 phases. The legal description for the Condominium Property is therefore comprised of the legal description attached to the Original Declaration and 10 amendments thereto filed by Declarant. Such legal descriptions are hereby incorporated into and made a part of this Exhibit C to the Amended and Restated Declaration by reference only. The legal descriptions that are so incorporated are filed for record as follows:

Original Declaration Recorded at Stark County Records Volume 919, Page 245 et seq.;

First Amendment: Volume 982, Page 121 et seq. of Stark County Records;

Second Amendment: Volume 1023, Page 344 et seq. of Stark County Records;

Third Amendment: Volume 1044, Page 659 et seq. of Stark County Records;

Fourth Amendment: Volume 1081, Page 308 et seq. of Stark County Records;

Fifth Amendment: Volume 1093, Page 427 et seq. of Stark County Records;

Sixth Amendment: Volume 1115, Page 778 et seq. of Stark County Records;

Seventh Amendment: Volume 1129, Page 614 et seq. of Stark County Records;

Eighth Amendment: Volume 1153, Page 714 et seq. of Stark County Records;

Ninth Amendment: Volume 1181, Page 532 et seq. of Stark County Records; and

Tenth Amendment: Volume 1260, Page 232 et seq. of Stark County Records.



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## EXHIBIT D

### UNIT DESIGNATION AND PERCENTAGE OF INTEREST OF OWNERSHIP OF COMMON ELEMENTS

The Unit designations and the percentage of interest of ownership of common elements as reallocated in Exhibit C-8 of the 10<sup>th</sup> Amendment to the Declaration recorded in Volume 1260, Page 232 et seq. on August 3, 1992 at Stark County Records are as follows:

<u>Unit Designation</u>	<u>Building Number</u>	<u>Type of Unit</u>	<u>Drawing on Exhibit No.</u>	<u>Undivided Interest %</u>
3611	4	21C	D-1,2,3 (as built)	1.1811
3613	4	21C	D-1,2,3 (as built)	1.1811
3615	4	21C	D-1,2,3 (as built)	1.1811
3617	4	21C	D-1,2,3 (as built)	1.1811
3612	1	22C	D-4,5,6,7 (as built)	1.1811
3614	1	31C	D-4,5,6,7 (as built)	1.5671
3616	1	21C	D-4,5,6,7 (as built)	1.1811
3618	1	32C	D-4,5,6,7 (as built)	1.5671
3621	5	21R	D-8,9,10,11 (as built)	1.1811
3623	5	32R	D-8,9,10,11 (as built)	1.5671
3625	5	22R	D-8,9,10,11 (as built)	1.1811
3627	5	31R	D-8,9,10,11 (as built)	1.5671
3622	13	21R	D-12,13,14 (as built)	1.1811
3624	13	22R	D-12,13,14 (as built)	1.1811
3626	13	21R	D-12,13,14 (as built)	1.1811
3628	13	22R	D-12,13,14 (as built)	1.1811
3631	6	21C	D-15,16,17 (as built)	1.1811
3633	6	21C	D-15,16,17 (as built)	1.1811
3635	6	21C	D-15,16,17 (as built)	1.1811
3637	6	21C	D-15,16,17 (as built)	1.1811
3632	14	21C	D-24,25,26 (as built)	1.1811
3634	14	21C	D-24,25,26 (as built)	1.1811
3636	14	21C	D-24,25,26 (as built)	1.1811
3638	14	21C	D-24,25,26 (as built)	1.1811
3641	7	22R	D-18,19,20 (as built)	1.1811
3643	7	21R	D-18,19,20 (as built)	1.1811
3645	7	21R	D-18,19,20 (as built)	1.1811
3647	7	22R	D-18,19,20 (as built)	1.1811
3642	15	21R	D-27,28,29 (as built)	1.1811
3644	15	22R	D-27,28,29 (as built)	1.1811
3656	15	21R	D-27,28,29 (as built)	1.1811
3658	15	22R	D-27,28,29 (as built)	1.1811
3668	11	21C	D-21,22,23 (as built)	1.1811
3672	11	21C	D-21,22,23 (as built)	1.1811
3674	11	DBL	D-21,22,23 (as built)	2.8562



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<u>Unit Designation</u>	<u>Building Number</u>	<u>Type of Unit</u>	<u>Drawing on Exhibit No.</u>	<u>Undivided Interest %</u>
3651	8	32C	D-30,31,32,33 (as built)	1.5671
3653	8	21C	D-30,31,32,33 (as built)	1.1811
3655	8	32C	D-30,31,32,33 (as built)	1.5671
3657	8	21C	D-30,31,32,33 (as built)	1.1811
3602	2	21C	D-34,35,36 (as built)	1.1811
3604	2	21C	D-34,35,36 (as built)	1.1811
3606	2	21C	D-34,35,36 (as built)	1.1811
3608	2	21C	D-34,35,36 (as built)	1.1811
3601	3	21C	D-37,38,39 (as built)	1.1811
3603	3	21C	D-37,38,39 (as built)	1.1811
3605	3	21C	D-37,38,39 (as built)	1.1811
3607	3	21C	D-37,38,39 (as built)	1.1811
3682	10	21C	D-40,41,42 (as built)	1.1811
3684	10	21C	D-40,41,42 (as built)	1.1811
3686	10	21C	D-40,41,42 (as built)	1.1811
3688	10	21C	D-40,41,42 (as built)	1.1811
3646	12	31C	D-43,44,45,46 (as built)	1.5671
3648	12	21C	D-43,44,45,46 (as built)	1.1811
3652	12	31C	D-43,44,45,46 (as built)	1.5671
3654	12	21C	D-43,44,45,46 (as built)	1.1811
3661	9	21C	D-47,48,49 (as built)	1.1811
3663	9	22C	D-47,48,49 (as built)	1.1811
3665	9	22C	D-47,48,49 (as built)	1.1811
3667	9	21C	D-47,48,49 (as built)	1.1811
3662	16	21C	D-50,51,52 (as built)	1.1811
3664	16	32C	D-50,51,52,53 (as built)	1.5671
3676	16	21C	D-50,51,52 (as built)	1.1811
3678	16	22C	D-50,51,52 (as built)	1.1811
3671	17	22R	D-54,55,56 (as built)	1.1811
3673	17	31R	D-54,55,56,57 (as built)	1.5671
3675	17	21R	D-54,55,56 (as built)	1.1811
3677	17	32R	D-54,55,56,57 (as built)	1.5671
3681	18	21R	D-58,59,61 (as built)	1.1811
3683	18	32R	D-58,59,60,61 (as built)	1.5671
3685	18	21R	D-58,59,61 (as built)	1.1811
3687	18	22R	D-58,59,61 (as built)	1.1811
3691	19	21C	D-62,62,64 (as built)	1.1811
3693	19	22C	D-62,63,64 (as built)	1.1811
3695	19	22C	D-62,63,64 (as built)	1.1811
3697	19	21C	D-62,63,64 (as built)	1.1811
3692	20	31C	D-65,66,67,68 (as built)	1.5671
3694	20	21C	D-65,66,68 (as built)	1.1811
3696	20	22C	D-65,66,68 (as built)	1.1811
3698	20	22C	D-65,66,68 (as built)	1.1811



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**EXHIBIT E**

**RECORDED EASEMENTS**

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