

Restated
Declaration And By-Laws
Under Chapter 5311 of the Revised Code of Ohio
For
The KAMES Condominium Association, Inc.
Stow, Ohio

- (1) Exhibit A – Legal Description of Condominium Property
- (2) Exhibit B – Schedule of Percentages of Ownership Interest
- (3) Exhibit C – Supplementary Drawings showing general plan for Development
- (4) Exhibit D – Condominium Drawings
- (5) Exhibit E – Condominium Association By-Laws

This Summary Declaration Was Prepared By:
The Board of Directors of
The Kames Condominium Association, Inc.,
Stow, Ohio

INTRODUCTION

This Restated Declaration and By-Laws for The KAMES Condominium Association, Inc., (“Association”) of January 2005 incorporates the provisions of Senate Bill 61 (“SB61”) of September 2022 into this Restated Declaration and By-Laws for Association of September 2022 (“Declaration” or “Bylaws” as appropriate).

These Declaration and Bylaws were prepared by the Board of Directors of the Association for the convenience of its Unit Owners and for prospective purchasers of their condominiums. Except for Exhibit E, the Exhibits to the Declaration and Bylaws are not included in this Declaration. All other Exhibits are available for review at the Summit County Fiscal Office.

Unit Owners and prospective owners are reminded that this Declaration is NOT a recorded instrument. The original Declaration and all recorded Amendments thereto are available for review at the Summit County Fiscal Office. Any inconsistency between the original Declaration and Amendments thereto, and this Declaration shall be resolved in favor of the original Declaration and Amendments thereto.

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DECLARATION.....

This is the Declaration of The Kames Condominium made on or as of the 1st day of May 1981, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

RECITALS

Kames Development Company, an Ohio Limited Partnership of Silver Lake, Ohio, “Declarant,” is the owner in fee simple or controls contractually all of the real property described as Parcels I and II in Exhibit A attached hereto and hereby made a part hereof.

The Declarant desires to submit the premises hereinafter defined together with the improvements thereon constructed and hereinafter described, and all easements, rights and appurtenances belonging or appertaining thereto to the provisions of Chapter 5311 of the Revised Code of Ohio as condominium property.

It is the desire of Declarant to provide for the future submission of any or all of the real estate described on Exhibit A as Parcel II together with the improvements to be constructed thereon, to the provisions of the Condominium Act but subject to the limitations and restrictions set forth in this instrument.

DEFINITIONS

The terms used in this document and any amendments thereto shall have these meanings, unless the context requires otherwise:

1. Additional Property. The real estate described in Exhibit A as Parcel II, together with the improvements to be constructed thereon which may be added in the future to the condominium property.
2. Articles and Articles of Incorporation. The Articles, filed with the Secretary of State of Ohio, incorporating The Kames Condominium Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be lawfully amended from time to time. (The State of Ohio’s non-profit corporation statutory act).

3. Association and The Kames Condominium Association. The corporation not-for-profit created by the filing of the Articles is one and the same as the association created for the Condominium pursuant to the provisions of the condominium act.

4. Board, Board of Directors and Board of Managers. Those persons who, as a group, serve as the Board of Directors of the Association and are also one and the same as the board of managers of the Condominium established for the Condominium pursuant to the provisions of the condominium act.

5. Buildings. The buildings constituting a part of the Condominium property and more specifically described in Article IV hereof.

6. By-Laws. The By-Laws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the provisions of the condominium law for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the By-Laws is attached hereto and made a part hereof and designated as Exhibit E.

7. Common Elements. All of the Condominium Property, except that portion thereof described in this Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting “Common Elements” of the Condominium under the provisions of the condominium act.

8. Condominium and The Kames Condominium. The condominium regime for the Condominium Property created under and pursuant to the provisions of the condominium act.

9. Condominium Act. The statutory law of the State of Ohio regulating the creation and operations of condominiums and is presently Chapter 5311 of the Revised Code of Ohio.

10. Condominium Instruments. This Declaration, the By-Laws, the Drawings, and, as provided by the Condominium act, “all other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium Property or Unit.” Individual contracts for the sales of Units, and attachments thereto, are Condominium Instruments.

11. Condominium Organizational Documents. The Articles, the By-Laws, the Drawings, and this Declaration, as the same may lawfully be amended from time to time.

12. Condominium Property. The tract of land hereinafter described as being submitted to the Condominium act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.

13. Declarant. Kames Development Company, an Ohio Limited Partnership and its successors and assigns, provided the rights specifically reserved to Declarant under the Condominium organizational documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

14. Declaration. This instrument by which the Condominium Property is submitted to the condominium act, as this instrument may be lawfully amended from time to time.

15. Drawings. The drawings for the Condominium, as defined in the condominium act, filed simultaneously with the submission of this Declaration for recording, as the same may be lawfully amended from time to time, a copy of which is attached hereto and designated as Exhibit D.

16. Eligible Holder of a First Mortgage Lien. The holder of a valid recorded first mortgage on a Unit, which holder has given written notice to the Association stating the holder's name, address and Unit or Units subject to its mortgage.

17. Limited Common Elements. Those Common Elements serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Unit or Units either in this Declaration, or by the Board, and is that portion of the Condominium Property constituting "limited common elements" of the Condominium under the provisions of the condominium act.

18. Occupant. A person lawfully residing in a Unit, regardless of whether that person is a Unit Owner.

19. Person. A natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

20. Rules. The rules and regulations governing the operation and use of the Condominium Property or any portion thereof from time to time adopted by the Association or the Board as provided in this Declaration or the By-Laws.

21. Trustee and Directors. That person or persons serving as a trustee or Directors or as a member of the Board of Managers of the Association, and as more fully defined in the condominium act.

22. Unit and Units. That portion or portions of the Condominium Property described as a unit or units in this Declaration, and is that portion of the Condominium constituting a "unit" or "units" of the Condominium under the provisions of the condominium act.

23. Unit Owner and Unit Owners. That person or those persons owning a fee simple interest in a Unit or Units, each of whom is also a “member” of the Association, as defined in Ohio’s non-profit corporation statutory act.

THE PLAN

NOW, THEREFORE, Declarant hereby submits Parcel I described on Exhibit A attached hereto and hereby made a part hereof (hereinafter referred to as the “Premises”), to the condominium act as Condominium Property and hereby declares:

ARTICLE I..... THE LAND

The legal description of the premises is set forth as Parcels I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX, XX, XXI, XXII, XXIII, XXIV, XXV, XXVI, XXVII, XXVIII, XXIX, XXX, and XXXI in Exhibit A attached hereto and incorporated by this reference. The legal description for the additional property, all or any portion of which Declarant may and intends to in the future, submit to the provisions of the Condominium Act is set forth as Parcel XXXII in Exhibit A attached hereto and incorporated by this reference.

ARTICLE II..... NAME

The name by which the Condominium shall be known is “The Kames Condominium.”

ARTICLE III.....PURPOSES; RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish separate individual parcels from the Condominium Property, to which fee simple interests may be conveyed, for use for single family residential living; to establish a Unit Owners' association to administer the Condominium; to provide for the preservation of the values of Units and the Common Elements; to provide for and promote the benefit, enjoyment and well being of Unit Owners and occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

Section 2. Restrictions. The Condominium Property shall be subject to the following restrictions:

(a) Unit Uses. Except as otherwise specifically provided in this Declaration, each Unit shall be occupied and used only for private residential purposes and purposes customarily incidental thereto. Pursuant to this provision, Unit Occupants may use a portion of the Unit for an office or studio, including, without limitation, for telecommuting and conducting Internet or other electronic transactions, so as long as such use: a) does not interfere with the quiet enjoyment or comfort of any other Occupant; b) does not result in the Unit becoming principally an office, school or studio as distinct from use as a residence; c) is not apparent or detectable by sight, sound or smell from outside the Unit; d) conforms to all local zoning requirements; e) does not involve persons coming onto the Condominium Property for business purposes at the Unit, nor door-to-door solicitation of other Occupants; f) does not result in or involve regular or unreasonably large volume of business-related deliveries to or from the Unit, as determined by the Board; and, g) does not constitute a hazardous or offensive use, or threaten the security or safety of other Occupants, all as the Board, in its sole determination, decides.

(b) Common Elements Uses. The Common Elements (except the Limited Common Elements) shall be used in common by Unit Owners and occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units, provided, however, that unless expressly provided otherwise herein, no Common Elements shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit Owners and occupants, subject to such rules and regulations as may from time to time be promulgated by the Board.

(c) Limited Common Elements Uses. Those portions of the Common Elements described herein and shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Unit Owners and occupants of the Unit or Units served by the same, as specified in this

Declaration, subject to the restrictions on use of Common Elements and Limited Common Elements set forth in this Declaration and such rules and regulations as may from time to time be promulgated by the Board.

(d) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no sign, awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, unless authorized by the Board, and subject to such rules and regulations as the Board may adopt from time to time.

(e) Nuisances. No noxious or offensive activity shall be carried on in any Unit, or upon the Common Elements, nor shall either be used in any way or for any purpose which may endanger the health of or unreasonably disturb any occupant.

(f) Vehicles. The Board will promulgate regulations restricting the parking of automobiles, inoperable vehicles, trucks, boats, and recreational vehicles on the Common Elements, and will enforce such regulations or restrictions by levying fines, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.

(g) Renting and Leasing. No Unit shall be leased, let or rented, whether for monetary compensation or not, by a Unit Owner to others for business, speculative, investment or any other purpose. The purpose of this restriction is to create a community of Unit Owner-occupied units.

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

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

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

All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, By-Laws, and rules and regulations. The Board is appointed as Agent, with full power of attorney, to dispossess the lessee or otherwise act for the Unit Owner in case of default under the lease or for violation of the Declaration, By-Laws or the rules and regulations. Any land contract for the sale of a Unit must be recorded and a recorded copy of the same shall be delivered to the Association. Any land contract not recorded shall be considered an impermissible lease. The Unit Owner shall continue to be responsible for all obligations of ownership of his/her Unit and shall be jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. Copies of all exempted leases shall be delivered to the Board prior to the beginning of the lease term.

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

(h) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except on the:

- (1) Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; and
- (2) The interior side of the window of a Unit, one professionally prepared sign, no larger than 2' x 3', advertising the unit for sale or rent.

(i) Replacements. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable size, design and construction to that replaced, and shall contain a like number of

Units of comparable size to the Units in the building replaced. Except as specifically otherwise provided herein, there shall not be constructed or maintained on any portion of the Common Elements not presently devoted to residential buildings any thing other than facilities for the common use of all Units.

(j) Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common Elements, which may impair the structural integrity of any improvement.

(k) Building on Easements. Within the easements for the installation and maintenance of utilities and drainage for facilities no structure, planting or other material (except such as exist at the time of this Declaration) shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

(l) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Elements. Notwithstanding the foregoing, if the Board elects to allow household domestic pets, not bred or maintained for commercial purposes, such household pets may be maintained in a Unit, provided that: (i) no dogs shall be permitted in any portion of the Common Elements except on a leash (not longer than six feet in length) maintained by a responsible person; (ii) the permitting of animals on the Common Elements shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, the right to prohibit such pets entirely, the right to require the occupant to enter into a Pet Permission Agreement, and the right to levy fines against persons who do not clean up after their pets; and (iii) the right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants.

(m) Conveyances. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. The right of a Unit Owner to sell, transfer or otherwise convey that owner's Unit is not

subject to any right of first refusal or similar restriction, and any Unit Owner may transfer that owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner agrees to notify the Association, in writing, within five days after an interest in that Unit Owner's Unit has been transferred to another person. In addition, each Unit Owner agrees and guarantees to provide to a purchaser of that owner's Unit a copy of the Condominium organizational documents and all effective rules and regulations.

(n) Discrimination. No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Unit Owner in favor of another.

(o) Architectural Control. No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative, as to harmony of external design, color and location in relation to surrounding structures and topography.

(p) Arbitration. In the event of any dispute between Unit Owners as to the application of these restrictions or any rule or regulation to any particular circumstance, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within sixty (60) days thereafter and give written notice to each party thereof no less than three (3) days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action at law may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had.

(q) Owner/Resident Information. In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Unit Owner shall, within thirty (30) days of the recording of this Amendment or within thirty (30) days of title transferring to the Unit Owner, provide to the Association the Unit Owner's and/or all occupants' names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any person who manages the Unit as an agent of that Owner. Any change in the information shall be provided to the Board, in writing, within thirty (30) days of said change.

ARTICLE IV BUILDING DESCRIPTIONS

Unless and until the Declaration is amended, as provided herein, the buildings which are on and part of the Condominium Property are forty-three (43) residential Buildings with each including garage space for two (2) automobiles for each Unit:

- Six (6) buildings each containing one (1) Unit,
- Eighteen (18) Buildings each containing two (2) Units,
- Fifteen (15) Buildings each containing three (3) Units, and
- Four (4) Buildings each containing four (4) Units.

Said Buildings are further described as follows:

- (a) Foundation and Basement. Poured concrete walls or concrete block with the top three feet (3') insulated and concrete floors.
- (b) Building. One and two level frame construction.
 - (1) Rough sawn cedar and brick exterior.
 - (2) Wood truss and beam roof framing. Gable roof styling with and split wood shake shingles on the sloping sides and on some Buildings a portion of the roof (flat) containing tar built-up roofing.
- (c) Interiors.
 - (1) Concrete slab flooring in unexcavated areas.
 - (2) Three quarter inch (3/4") tongue and groove plywood flooring over wood joists construction.
 - (3) Walls covered with one-half inch (1/2") drywall and ceilings covered with five eighths inch (5/8") drywall.
 - (4) Common walls between Units are eight inch (8") concrete block firewalls and two 2" x 4" walls with one-half inch (1/2") drywall on each side and filled with three and one-half (3 1/2") inch fiberglass batt insulation.
 - (5) Windows – wood primed casements with insulated glass and insulated glass fixed units.

The principal materials of which these Buildings are constructed are wood, glass, concrete, concrete block, brick veneer, and drywall. The Buildings are further described and are located as shown on the Drawings.

ARTICLE V UNITS

Section 1. Identifying Numbers of Units. Each Unit bears the identifying number designated on the Drawings and the legal description of each Unit shall consist of the identifying number of each such Unit as shown on the Drawings. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number as shown on the Drawings, and every such description shall be deemed good and sufficient for all purposes as provided in the condominium act.

Section 2. Composition of Units.

(a) Unit Composition. Each Unit consists of the space in the Building designated by that Unit's designation on the Drawings that is bounded by the interior surfaces of the perimeter walls (surface of drywall touching studs), including the basement, if any, the unfinished surface of the floor, and the unfinished interior surface of the ceiling, (surface of drywall touching rafters) 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 (except any structural element of the Building contained in all interior walls). Without limiting the generality of the foregoing, each Unit shall include, the items furnished by the Declarant as set forth in the Specifications and any other items enumerated hereafter regardless of who furnishes the same:

- (1) the decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls, carpet, and also the floors themselves;
- (2) all windows, screens and doors, and including the frames, sashes and jambs and the space occupied thereby, and the hardware therefore;
- (3) All fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, interior television antennas and cables, and air-conditioning and heating units and heat pumps, and components thereof, if any, serving only that Unit;

- (4) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein, together with the space occupied thereby.
- (5) all space between interior walls, including the space occupied by structural and component parts of the building and by utility pipes, wires, ducts and conduits;
- (6) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts or conduits which serve either the Unit or the fixtures located therein, and which are located within the bounds of the Unit;
- (7) each Unit shall have two vehicle parking spaces within the garage which is a part of the Building within which the Unit is situated, and each Unit shall include as a part of the Unit, the space in the garage for that Building for that Unit as designated on the Drawings. The driveway as shown on the Drawings and the garage entranceway shall be a Limited Common Element for the exclusive use and benefit of the Owners of the Units within each of the Buildings. The Unit Owner shall pay the maintenance and repair of the interior of the garage, including, but without limitations, the interior of the exterior garage door, garage door operator located in the garage, and all mechanical and electrical equipment associated with the use and operation of the garage. The exterior of the garage shall be repaired, replaced or maintained and the cost thereof shall be paid in the same manner as the repair, replacement or maintenance of any Common Element and facility which is a part of the Condominium Property;

excluding therefrom, however, all of the following items located within the bounds of that Unit:

- (1) any structural element of the Building contained in all interior walls;
 - (2) all plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve any other Unit.
- (b) Unit Sizes; Locations and Components. The location of each part of each Unit and the approximate area and number of rooms in each Unit are shown on the Drawings.

(c) Ownership of Unit. Except with respect to any of the Common Elements located within the bounds of a Unit, each Unit Owner shall be entitled to the exclusive ownership and possession of his Unit, and to the ownership of an undivided interest in the Common Elements in the percentage expressed in Exhibit B hereto.

ARTICLE VI..... COMMON AND LIMITED COMMON ELEMENTS

Section 1. Common Elements - Description. All of the Condominium Property including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or on the Drawings as a part of a Unit, are Common Elements.

Section 2. Limited Common Elements - Description. Those portions of the Common Elements that are labeled or designated "LCA" or "Limited Common Areas" on the Drawings, are Limited Common Elements. Without limiting the generality of the foregoing, the Limited Common Elements shall consist of: (a) patio, if any, adjoining a Unit, (b) balcony or any stairway leading thereto, if any, adjoining a Unit, and (c) porch or deck area and the entry way leading thereto attached to each Unit, if any.

Section 3. Ownership of Common Elements. The Common Elements shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No action for partition of any part of the Common Elements shall be maintainable, except as specifically provided in Chapter 5311, nor may any Unit Owner otherwise waive or release any rights in the Common Elements; provided, however, that if any Unit is owned by two or more persons, including, but not limited to, Units owned as partners as tenants in common, as tenants by the entirety or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of such Unit Ownership as between such persons.

Section 4. Use of Common Elements. Except with respect to Limited Common Elements, each Unit Owner may use the Common Elements in accordance with the purposes for which they are intended, subject to the Rules, which right shall be appurtenant to and run with his Unit.

Section 5. Interest in Common Elements. The percentage of interest of each Unit in the Common Elements has been determined in accordance with the provisions of Section 5311.04 of the Ohio Revised Code on the basis of the proportionate square footage of each Unit to the total square footage of all Units in the Condominium and as more fully set forth in Exhibit B attached hereto. This formula for computing the ownership interest in the Common Elements will remain constant and will be

informally reallocated when additional property is made a part of the Condominium. Such percentage interest may not be altered except by an amendment of this Declaration unanimously approved by all Unit Owners or in accordance with the Declarant's right to add additional Units to the Condominium.

Section 6. Interest in Common Elements Constructed on Additional Property.

The ownership interest of the Units which may be created on the Additional Property or any portion thereof shall be computed on the same basis as the formula utilized in computing the ownership interest in the Common Elements as more fully set forth in Section 5 of this Article VI. The Units which may be created on the Additional Property shall be substantially the same as the Units created on Parcel I and on any other Parcels submitted hereinafter except that the total square footage area of said Unit may be less or greater than the Units on Parcel I.

ARTICLE VIIUNIT OWNERS' ASSOCIATION

Section 1. Establishment of Association. The Association shall be established not later than the date the deed or other evidence of ownership is filed for record following the first sale of an ownership interest in the Condominium. The Association shall be and serve as the Unit Owners' Association of the Condominium.

Section 2. Membership. Membership in the Unit Owners' Association shall be limited to the Unit Owners, and every person or entity who is or become a record owner of a fee or undivided fee simple interest in a Unit is a Unit Owner and shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

Section 3. Voting Rights. Each Unit Owner shall be entitled to one vote each Unit owned in fee simple, and a proportionate part of a vote for ownership of an undivided fee simple interest in a Unit.

Section 4. Board of Directors. The Board initially shall be those three persons named as the initial Directors pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by Declarant. No later than the time that Units to which 25% of the undivided interests in the Common Elements appertain have been conveyed by the Declarant, the Unit Owners shall meet, and from and after that date there shall be six Directors. The Unit Owners other than the Declarant shall elect one-third (two) of the Directors at such meeting and the Declarant shall designate the other two-thirds (four) of the Directors, which six Directors shall

serve until the meeting described in the next paragraph. For purposes of computing the undivided interests referred to in this paragraph, those interests shall be computed by comparing the number of Units conveyed to the maximum number of Units that may be created, to wit: 92.

Within thirty days after the earlier of: (a) five (5) years from the date of the establishment of the Association, or (b) the conveyance to purchasers in good faith and for value, of Units to which 75% of the undivided interests in the Common Elements appertain, the Association shall meet and all Unit Owners, including the Declarant, shall elect six Directors to replace and/or re-elect all of those Directors elected or designated by the Unit Owners or Declarant, respectively, and elect new officers of the Association. The terms of the six Directors shall be staggered so that the terms of one-third of the Directors will expire and successors be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the two Directors whose terms then expire shall be elected to serve three year terms.

Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Directors or to vote in an election of Directors. If the Declarant waives its right to select one or more Directors, the membership shall meet and elect the members of the Board otherwise to have been selected by Declarant.

Section 5. Authority. The board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Elements and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by the Condominium organizational documents, or the Condominium act, that are not specifically reserved to Unit Owners.

Section 6. Declaration of Authority; Professional Management. The Board may delegate or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days written notice; shall be terminable by either party, without penalty, on ninety days written notice shall not exceed one year unless renewed by agreement of the parties for successive one year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing.

ARTICLE VIII..... AGENT FOR SERVICE

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 shall not be applicable, in accordance with the provisions of Ohio Revised Code, Section 1702.06. The Board shall designate the person to serve as the Association's Statutory Agent. The name and address of the Statutory Agent shall be filed with the Ohio Secretary of State on the customary forms prescribed therefor.

ARTICLE IX..... MAINTENANCE, REPAIR, AND REPLACEMENT

Section 1. Association Responsibility. Except as otherwise expressly provided herein, the Association shall reasonably maintain, repair, replace and keep the Common Elements and Limited Common Elements, including and/or as well as the items set forth below, in a state of good working order, condition and repair, in a clean, neat, safe and sanitary condition, and in conformity with all laws, ordinances and regulations applicable to the Common Elements and Limited Common Elements, by timely, properly and in a good and workmanlike manner, making all reasonable repairs, replacements, alterations and other improvements reasonably necessary to comply with the foregoing. The Association's responsibilities shall include the following items, whether defined as Common Element, Limited Common Element or part of the Unit:

- (a) the maintenance, repair and replacement of exterior kitchen, toilet and furnace stacks or vents which protrude through the roof of the Unit, whether installed by the Declarant or the Association. The Association shall also be responsible for the painting of side venting exterior vents protruding through perimeter walls, but not the maintenance, repair, replacement or cleaning of side venting exterior vents, which is the Unit Owner's responsibility. The Association shall also not be responsible for the maintenance, repair and replacement of Unit Owner installed garage heaters and vents;
- (b) the maintenance, repair and replacement of chimneys, including chimney caps and screens, provided, however, that the Unit Owner is responsible for the interior maintenance, repair, replacement and cleaning of chimneys and chimney flues;
- (c) the exterior caulking, flashing and painting of windows;
- (d) the maintenance, repair and replacement of all garage doors, garage man- doors, exterior sliding glass doors and exterior entry doors to the Units, as well as the door locks installed by the Declarant, door frames, sills, sashes, jambs and thresholds, provided, however, that the Unit

Owner is responsible for the interior cleaning and painting of all such doors, as well as the maintenance, repair and replacement of garage door openers and all related garage door mechanisms and components thereof, screen and storm doors (which may only be installed with the Board's prior written consent), and door bells, knockers and intercom systems;

- (e) maintenance of all landscaping on the Condominium Property as well as the replacement of such landscaping as the Board determines is appropriate, provided, however, that the Board may adopt rules providing for Unit Owners to maintain, repair and replace such landscape improvements that Unit owners may be permitted to make within any fenced in or Limited Common Element adjacent to their respective Units;
- (f) maintenance, repair and replacement of all perimeter and privacy fencing on the Condominium Property;
- (g) maintenance, repair and replacement, including reasonable snow and ice removal of driveway and walkway areas provided that the Board may permit a Unit Owner to change the surface of the driveway serving his or her Unit, for example from asphalt to concrete, provided further that the Unit Owner shall be responsible to pay any increased or additional cost incurred in making such a change;
- (h) maintenance, repair and replacement, including bulb replacement, of free-standing lamp posts, whether or not controlled from inside the Unit;
- (i) maintenance, repair and replacement of patios, decks, benches, screened-in porches, pergolas, gazebos, wood and concrete front stoops, including the railings, retaining walls and other Limited Common Element improvements and installations as constructed or installed by the Declarant or the Association, provided, however, that the Board may elect to change the materials of such improvements and installations as it determines is in the Association's best interest, and, provided further that, the Unit Owner shall maintain, repair and replace, at his/her expense, any screens and screen doors that are a part of any screened-in enclosure;
- (j) maintenance, repair and replacement of all utility lines and facilities serving more than one Unit or located in the Common Elements up to, but not including, the meter, whether gas, electric, water or otherwise, serving only one Unit or any shutoff valve serving only one Unit;
- (k) maintenance, repair and replacement of exterior Unit address numbers; and

- ① providing exterior extermination services as reasonably determined by the Board.

Section 2. Unit Owner Responsibility. Except as otherwise expressly provided herein, each Unit Owner shall, at his/her sole cost, maintain, repair, replace and keep his/her Unit, and all components thereof, as well as the items set forth herein, in a state of good working order, condition and repair, in a clean, neat, safe and sanitary condition, and in conformity with all laws, ordinances and regulations applicable to the Unit, by timely, properly and in a good and workmanlike manner making all reasonable repairs, replacements, alterations and other improvements reasonably necessary to comply with the foregoing. The Unit Owner's responsibilities include those responsibilities set forth in Section 1 above as well as the following:

- (a) except for the work to be performed by the Association in accordance with Section 1, subparagraph (d) above, maintenance, repair and replacement of interior Unit doors, all windows, including skylights, and screens, along with the frames, sashes, jambs and hardware for all of the foregoing;
- (b) maintenance, repair and replacement of all exterior light fixtures, including, without limitation, patio lights, globe lights and recessed lighting, but excluding free standing lamp posts, serving the Unit, including light bulb replacement, as well all exterior electrical outlets and water faucets and hoses serving the Unit. Such maintenance, repair and replacement shall include all electrical and plumbing lines serving such outdoor electrical or water faucet fixtures;
- (c) maintenance, repair and replacement of any sump pump located within the Unit or serving the Unit;
- (d) maintenance, repair and replacement of all wall and ceiling drywall and insulation serving the Unit;
- (e) maintenance, repair and replacement of any mailbox, mail slot, drop off box or similar item the Unit Owner installs (which installation shall only be done with the Board's prior written consent) in or adjacent to any exterior door serving his/her Unit; and
- (f) maintenance, repair and replacement of all utility lines and related facilities, whether for gas, electric, water, sanitary sewer or otherwise, located within the bounds of the Unit and serving only the said Unit, as well as any utility meter and shutoff valve serving only one Unit whether located within or outside the Unit. The Unit Owner is also responsible for any sprinkler system serving the Common Elements or Limited Common Elements adjacent to the Unit, whether installed by the Declarant or the Unit Owner, including all lines, sprinkler heads,

control valves, electric lines and other related components. The Unit Owner is further responsible for the maintenance, repair and replacement of any exterior and interior heating and cooling equipment and all related hardware, ducts and other fixtures and improvements, serving only the Unit, including the replacement and leveling of the concrete pad on which the air-conditioner or other equipment is located, provided, however, that the Association is responsible for leveling such pads as the Board reasonably determines is necessary.

In the event the Unit Owner fails to make or perform such maintenance, repair and replacement as set forth above, or in the event the need for maintenance, repair or replacement of any part of the Common Elements or Limited Common Elements is caused by the negligent or intentional act of any Unit Owner or Occupant, and the cost of repair shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by such Unit Owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

ARTICLE X UTILITY SERVICES

Each Unit Owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged by the utility company to that Unit. In the event any utility service is not separately metered the cost thereof shall be charged and paid by each Unit Owner in accordance with the provisions of Article XV herein.

ARTICLE XI INSURANCE; LOSSES BONDS

Section 1. Fire and Extended Coverage Insurance. The Board shall have the authority to and shall obtain insurance for all buildings and structures now or at any time hereafter constituting a part of the Common Elements against loss or damage by fire, lightning, and such other hazards as are ordinarily insured against by fire and extended coverage policies issued in the locale of the Condominium Property, in amounts at all times sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision and not less than the actual replacement cost of such buildings and structures, exclusive of the cost of foundations, footings and excavations, as determined from time to time by the insurer. This insurance:

(a) shall provide coverage for built-in or installed improvements, fixtures and equipment, and shall provide for coverage of interior walls, windows, and doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be part of Units;

(b) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a financial rating of Class VI, or better, or, if Class V, has a general policy holder's rating of at least A, as determined by the then latest edition of Best's Insurance Reports, or its successor guide;

(c) shall be written in the name of the Association for the use and benefit of the Unit Owners;

(d) shall contain or have attached the standard mortgagee clause commonly accepted by institutional mortgage investors in the area in which the Condominium Property is located, which must be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of Unit Owners, and to first mortgagees, as their interests may appear;

(e) unless otherwise determined by the Board, shall contain a waiver or subrogation of rights by the carrier as to the Association, its officers and Directors, and all Unit Owners;

(f) shall include a reasonable deductible, in an amount to be determined by the Board, not in excess of the higher of Ten Thousand and 00/100 Dollars (\$10,000.00) or one percent (1%) of the policy amount. The deductible shall be paid by the part who would be responsible for the loss or repair in the absence of insurance. In the event of multiple parties or combined claims covered by the Association's policy, the deductible shall be allocated in relation to the amount each party's claim bears to the total claim. By way of example, if a storm damages a roof, which costs \$600.00 to repair, and causes interior water damage to a Unit, which costs \$400.00 to repair, for a total loss of \$1,000.00, and the Association's insurance provides coverage for all losses with a \$100.00 deductible, then the Association would be responsible for \$60.00 of the deductible and the Unit Owner would be responsible for \$40.00 of the deductible; and

(g) The Board shall have the sole right and authority to file, or authorize the filing of, any and all claims for damage or destruction that are or may be covered by the Association's insurance regardless of the person(s), including mortgagees, who may be named as an additional insured or beneficiary of such policy, as the Board determines is consistent with the intent of this Declaration and in the Association's best interests. The failure or refusal of the Board to process or file any claim for damage or destruction to any part of the Condominium Property, shall not give rise to any claim against the Association or the Board.

The cost of this insurance shall be a common expense, payable by the Association, provided, however, if the Board so elects, each Unit Owner shall, promptly upon receipt of an invoice for his, her or its share of the premium for that insurance, pay that Unit Owner's respective share of that premium directly to the insurance company [sic] issuing that insurance. A Unit Owner's share shall be determined by multiplying the premium being apportioned by that owner's Unit's undivided interest in the Common Elements. If that premium is not paid by the Unit Owner, it shall constitute a special individual Unit assessment, as hereinafter defined.

The fidelity coverage shall include blanket fidelity, crime, or dishonesty insurance coverage for any person who controls or disburses association funds. As used in this section, "person who controls or disburses association funds" means any individual with authority or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any association account or deposit, including the following:

- (a) A management company's principals and employees;
- (b) A bookkeeper;
- (c) The president, secretary, treasurer, any other board member, or employee of the Unit Owners association.

All of the following apply to the insurance coverage required under this section:

- (a) Coverage shall be for the maximum amount of funds that will be in the custody of the association or its designated agent at any one time plus three months of operating expenses.
- (b) The insurance shall be the property of and for the sole benefit of the association and shall protect against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of association funds.
- (c) The policy shall include in its definition of "employee" the manager and the managing agent of the association's funds or provide for this inclusion by an endorsement to the policy.
- (d) The policy shall name the association as the insured party and shall include a provision requiring the issuer of the policy to provide a ten-day written notice to the association's president or manager in the event of cancellation or substantial modification of the policy. The manager or managing agent, if any, of the association shall be the designated agent on the policy.
- (e) If there is a change in the manager or the managing agent of the association, then within ten days of the effective start date, the new manager or managing agent shall notify the insurer of such change.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendments. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of these amendments, only Unit Owners of record at the time of such filing have standing to contest the validity of these amendments, 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 amendments.

Section 2. Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the Common Elements, insuring the Association, the Directors, and the Unit Owners and occupants, with such limits as the Board may determine, covering claims for personal injury and/or property damage. This insurance shall include protection against such risks as are customarily covered with respect to developments similar in construction, location and use, as determined by the Board. This insurance shall contain a “severability of interest” endorsement which shall preclude the insurer from denying the claim of a Unit Owner or occupant because of negligent acts of the Association, the Board, or other Unit Owners or occupants.

Section 3. Other Association Insurance. In addition, the Board may purchase and maintain contractual liability insurance, Directors' and officers' liability insurance, and such other insurance as the Board may determine.

Section 4. Unit Owners' Insurance. Any Unit Owner or occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit Owner or occupant may determine, subject to the provisions hereof, and provided that no Unit Owner or occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit Owner or occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit Owner who acquired or whose occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit Owner or occupant shall obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit Owner or occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit Owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as “tenants” improvements and betterments”. All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Directors, and all other Unit Owners and occupants.

Section 5. Sufficient Insurance. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Board in payment therefor; provided, however, that in the event that within sixty (60) days after such damage or destruction the Unit Owners and eligible holders of first mortgages, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

Section 6. Insufficient Insurance. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit Owners and eligible holders of first mortgages if they are entitled to do so pursuant to the provisions of this Declaration shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Elements so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit Owners in proportion to their respective undivided interests in the Common Elements. Should any Unit Owner refuse or fail after reasonable notice to pay that Unit Owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit Owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

Section 7. Fidelity Bonds. The Board shall obtain fidelity bond coverage with respect to persons handling Association funds in amounts deemed reasonably necessary by the Board to protect against substantial losses.

The fidelity coverage shall include blanket fidelity, crime, or dishonesty insurance coverage for any person who controls or disburses association funds. As used in this section, "person who controls or disburses association funds" means any individual with authority or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any association account or deposit, including the following:

- (a) A management company's principals and employees;
- (b) A bookkeeper;

(c) The president, secretary, treasurer, any other board member, or employee of the unit owners association.

All of the following apply to the insurance coverage required under this section:

(a) Coverage shall be for the maximum amount of funds that will be in the custody of the association or its designated agent at any one time plus three months of operating expenses.

(b) The insurance shall be the property of and for the sole benefit of the association and shall protect against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of association funds.

(c) The policy shall include in its definition of "employee" the manager and the managing agent of the association's funds or provide for this inclusion by an endorsement to the policy.

(d) The policy shall name the association as the insured party and shall include a provision requiring the issuer of the policy to provide a ten-day written notice to the association's president or manager in the event of cancellation or substantial modification of the policy. The manager or managing agent, if any, of the association shall be the designated agent on the policy.

(e) If there is a change in the manager or the managing agent of the association, then within ten days of the effective start date, the new manager or managing agent shall notify the insurer of such change.

ARTICLE XII DAMAGE; RESTORATION; REHABILITATION AND RENEWAL

Section 1. Restoration of Substantial Damage or Destruction. In the event of the substantial damage to or destruction of all Units in a residential building, the Association may, with the consent of Unit Owners entitled to exercise not less than eighty percent (80%) of the voting power of Unit Owners, determine not to repair or restore such damage or destruction. In such an event, all of the Condominium Property shall be sold as upon partition.

In the event of an election not to repair or restore substantial damage or destruction, the net proceeds of insurance paid by reason of such damage or destruction shall be added to the proceeds received from the sale as upon partition, and the total amount distributed among the owners of the Units, and the holders of their respective first mortgage liens, (as their interest may appear), in proportion to their percentage interests in Common Elements.

ARTICLE XIIICONDEMNATION

In the event any Unit or the Common Elements, or any portion thereof, are made the subject matter of any condemnation or eminent domain proceeding or are otherwise sought to be acquired by a condemning authority, the holders of first mortgages on the interests taken will have first priority, to the extent of their respective interests, with respect to distribution to such Unit of the net proceeds of an award or settlement. Each Unit Owner shall give the holder of a first mortgage on that owner's Unit timely written notice of such proceeding or proposed acquisition.

ARTICLE XIV GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Unit owner shall have a right and easement of enjoyment in, over and upon the Common Elements and a right of access to and from his, her or its Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Elements, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof, 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 to and egress to the members of that Unit Owner's family and to occupants.

Section 2. Right of Entry for Repair, Maintenance and Restoration. The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property.

Section 3. Easements for Encroachments. Each Unit and the Common Elements shall be subject to easements for encroachments on any other Unit and upon the Common Elements created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, or repair; or by reason of shifting, settlement, or movement of the structures; or by reason of errors in the Drawings. Valid easements for these encroachments and for the maintenance of same, so long as the encroaching structures remain, shall and do exist.

Section 4. Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Condominium Property.

Section 5. Easements for Utilities. There is hereby created upon, over and under all of the Condominium Property easements to the Association for ingress and egress to, and the installation, replacing, repairing and maintaining of all utilities, including, but not limited to water, sewer, gas, telephone, electricity, master television antennas and cable television. By this easement it shall be expressly permissible for the providing utility company to construct and maintain the necessary poles and equipment, wires, circuits and conduits on, above, across and under the Condominium Property, so long as such poles, equipment, wires, circuits and conduits do not unreasonably interfere with the use and enjoyment of the Condominium Property. In addition, the Board of Directors may on behalf of and for the benefit of the Condominium Property and the Association grant to others easements for utility and telecommunication purposes, including, but not limited to, the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, electrical lines, conduits and equipment, and telephone, television and other telecommunication cables, lines, wires and equipment, over, under, through and along any portion of the Condominium Property; each Unit Owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner such easements or other instruments as may be necessary to carry out this provision.

Section 6. Easement for Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Elements in the performance of their duties.

Section 7. Easements Reserved to Declarant. A non-exclusive perpetual easement is hereby reserved to Declarant, its successors and assigns, for their benefit and the benefit of future owners and occupants of the area into which the Condominium may be expanded (“the additional property”), hereinafter described, for pedestrian and vehicular access over Parcel I described on Exhibit A for ingress and egress to and from the additional property, and each part thereof, and a public street. Additionally, Declarant, for itself and its successors and assigns, reserves the right to extend and tie into main line utility lines in the Common Elements, as permitted by public authority and the utility companies involved, to extend such lines into the additional property to service the same.

Section 8. Power of Attorney. Each Unit Owner by acceptance of a deed to a Unit, hereby irrevocably appoints Declarant his, her or its attorney-in-fact, to

execute, deliver, acknowledge and record, for and in the name of such Unit Owner, such deeds of easement and other instruments as may be necessary or desirable, in the sole discretion of the Board's authorized representative, to further establish or effectuate the foregoing easements. This power is for the benefit of each and every Unit Owner, the Association, the Declarant, and the real estate to which it is applicable, runs with the land, and is coupled with an interest.

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement.

ARTICLE XV.....ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessments. The Declarant for each Unit within the Condominium hereby covenants, and each Unit Owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association: (i) annual operating assessments, (ii) special assessments for capital improvements, and (iii) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided.

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

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of Unit Owners and occupants and the best interests of the Condominium Property.

Section 3. Elements-Appportionment: Due Dates.

(a) Annual Operating Assessments

- (1) At the time of the filing of this Declaration, and prior to the beginning of each fiscal year of the Association thereafter, the Board shall estimate, and prorate among the Units on the basis of the percentage interests

of each Unit in the Common Elements, common expenses of the Association consisting of the following:

- a. The estimated next fiscal year's cost of the maintenance, repair, and other services to be provided by the Association;
- b. The estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;
- c. The estimated next fiscal year's costs for utility services not separately metered;
- d. The estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;
- e. An amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, unless the Unit Owners, exercising not less than a majority of the voting power of the Association, waive the reserve requirement in writing annually for which cash reserves over a period of time in excess of one year ought to be maintained; and
- f. The estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accountings services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

(2) The Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated in accordance with each respective Unit's undivided interest in the Common Elements, and thereby establish the annual operating assessment for each separate Unit. For administrative convenience, any such assessment may be rounded to the nearest whole dollar.

(3) The annual operating assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit Owner from prepaying assessments in annual, semi-annual, quarterly or monthly increments. The due dates of any such installments shall

be established by the Board, and, unless otherwise provided, the Association shall collect on or before the first day of each month from those who own the Unit an equal monthly prorata share of the annual operating assessment for that Unit.

(4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units on the same basis as heretofore set forth.

(5) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, and shall in no event be deemed profits not available, except on dissolution of the Association, for distribution to Unit Owners.

(b) Special Assessments for Capital Improvements

(1) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements on the Common Elements to the extent that reserves therefor are insufficient, provided that no single expenditure shall be made in any fiscal year by the Board for any capital additions or improvements (as distinguished from maintenance, repair, restoration, rehabilitation or replacement) of the Common Elements or Limited Common Elements, or for the purchase or lease of any Unit by the Association, that exceeds in total cost ten percent (10%) of that year's annual budget without having prior approval of a majority of the Association's Unit Owner voting power. The limitations on expenditures by the Board contained in this subparagraph shall, in no event, apply to repair, restoration, rehabilitation or replacement of the Condominium Property due to normal wear and tear or casualty loss, emergency repairs immediately necessary for the preservation and safety of the Condominium Property, or to maintain compliance with any applicable local, state or federal codes, ordinances, laws, rules or regulations, or to avoid suspension of any necessary services for the safety of persons. Any capital additions costing less than ten percent (10%) of that year's annual budget may be made by the Board without Unit Owner approval, and the cost thereof shall constitute a common expense.

(2) Any such assessment shall be prorated among all Units in proportion to their respective undivided interests in the Common Elements, and shall become due and payable on such date or dates as the Board determines following written notices to the Unit Owners.

(c) Special Individual Unit Assessments. The Board may levy an assessment against an individual Unit, or Units, to reimburse the Association for those

costs and expenses incurred in connection with the Unit or Units properly chargeable by the terms hereof to a particular Unit. Such costs and expenses may include, without limitation, the cost of making repairs the responsibility of which is the Unit Owner's and the cost of insurance premiums separately billed to a Unit Owner. Further, a delinquent Unit Owner shall be liable for and must pay any and all interest and late fees imposed by the Association on any delinquency as well as the costs and expenses the Association incurs in connection with the collection of the delinquent Unit Owner's account, including reasonable attorneys' fees, recording costs, title reports and/or court costs. In addition, if any Unit Owner (either by his or her conduct or by the conduct of any tenant or occupant of his or her Unit) shall violate any provision of the Declaration, Bylaws or any rule adopted, said Unit Owner shall pay to the Association, and the Association may specially assess the Unit Owner for, in addition to any other sums due, all costs and expenses the Association incurs in connection with the enforcement of said provision or rule, including reasonable attorneys' fees and/or court costs.

Section 4. Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit Owner subject thereto at least ten (10) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice mailed or delivered to a Unit Owner's Unit shall constitute notice to that Unit Owner, unless the Unit Owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit Owner. Notwithstanding the foregoing, the Unit Owner shall not be obligated to pay any assessment for the replacement reserve fund until twelve (12) months from the date of conveyance of title from the Declarant to each Unit Owner.

Section 5. Effect of Nonpayment of Assessment; Remedies of the Association.

(a) If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the Board, at its option, without demand or notice, may: (i) declare the entire unpaid balance of the assessment immediately due and payable, (ii) charge interest on the entire unpaid balance (or on an overdue installment, alone, if it hasn't exercised its option to declare the entire unpaid balance due and payable), at the rate of twelve percent (12%) per annum; and/or (iii) additionally assess a reasonable late fee on each overdue installment of no more than the higher of ten percent (10%) of such overdue installment of fifty and 00/100 dollars (\$50.00).

(b) Annual operating and both types of special assessments, together with interest and costs, shall be a charge and a continuing lien in favor of the Association upon the Unit against which each such assessment is made.

(c) At any time after an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, and interest and costs,

shall be filed with the Recorder of Summit County, Ohio, pursuant to authorization given by the Board. The certificate shall contain a description of the Unit against which the continuing lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments and shall be signed by the president, other designated representative, or other chief officer of the Association as authorized by the Board of Directors.

(d) The continuing lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien was duly filed therefor, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a court in an action brought to discharge the lien.

(e) Any Unit Owner who believes that an assessment chargeable to his, her or its Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the Court of Common Pleas of Summit County, Ohio for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit, the court shall make such order as it just, which may provide for a discharge of record of all or a portion of that lien.

(f) Each such assessment together with interest and costs shall also be the joint and several personal obligation of the Unit Owner who owned the Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest and costs shall not be the personal obligation of that owner's or owner's successors in title unless expressly assumed by the successors, provided, however, that the right of the Association to a lien against that Unit, or to foreclose any lien thereon for these delinquent assessments, interest and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

(g) The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest and costs, bring an action at law against the owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association as plaintiff in any such action shall be entitled to become a purchaser at the foreclosure sale. In any such action, interest and costs of such action (including attorneys fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

(h) No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Elements, or any part thereof, or by abandonment of his, her or its Unit. The obligation to pay any and all assessments is a separate and independent covenant on the part of each Unit Owner. No diminution or abatement of assessments or set-off shall 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 Declaration or By-Laws, or for inconvenience, discomfort, or dislocation arising from the making of repairs or improvements that are the responsibility of the Association or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

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

Section 6. Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments or charges against the mortgaged Unit which became due and payable prior to the time such holder or purchaser took title to that Unit.

Section 7. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE XVI..... NOTICES TO MORTGAGEES

Any holder or insurer of a first mortgage, upon written request to the Association (which request states the name and address of such holder or insurer and the Unit designation), shall be entitled to timely written notice by the Association of:

- (a) Any proposed amendment of the Condominium organizational documents effecting a charge in (1) the boundaries of any Unit, (2) the undivided interest in the Common Elements appertaining to any Unit or the liability for common expenses appertaining to any Unit, or (3) the purposes to which any Unit or the Common Elements are restricted.
- (b) Any proposed termination of the Condominium as a condominium regime;
- (c) Any condemnation or eminent domain proceeding affecting the Condominium Property or any part thereof, of which the Board obtains notice;
- (d) Any significant damage or destruction to the Common Elements;
- (e) Any decision by the Association not to restore substantial damage or destruction;
- (f) Any decision by the Association to renew or rehabilitate the Condominium Property;
- (g) Any decision by the Association to construct new capital improvements not replacing existing improvements;
- (h) Times and places of Unit Owners' meetings; and
- (i) Any default under the Condominium organizational documents which gives rise to a cause of action against a Unit Owner whose Unit is subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

ARTICLE XVII.....AMENDMENTS

Section 1. Power to Amend. Except as hereinafter provided, amendment of this Declaration (or the other Condominium organization documents) shall require the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners. Notwithstanding the foregoing:

- (a) The consent of all Unit Owners shall be required for any amendment effecting a change in:
- (i) the boundaries of any Unit;
 - (ii) the undivided interest in the Common Elements appertaining to a Unit or the liability for common expenses appertaining thereto;
 - (iii) the number of votes in the Association appertaining to any Unit; or
 - (iv) the fundamental purposes to which any Unit or the Common Elements are restricted;

(b) The consent of Unit Owners exercising not less than eighty percent (80%) of the voting power of Unit Owners shall be required to terminate the Condominium;

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

- (i) To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions;
- (ii) To meet the requirements of insurance underwriters;
- (iii) To bring the Declaration into compliance with the Ohio Condominium Act (Revised Code Chapter 5311);
- (iv) To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration;
- (v) To designate a successor to the Person named to receive service of process for the Association. If the Association is incorporated in Ohio, this may be accomplished by filing with the Secretary of State an appropriate change of statutory agent designation;
- (vi) To delete as void, any provision within the Declaration or Bylaws, or in any applicable restriction or covenant, that prohibits, limits the conveyance, encumbrance, rental, occupancy, or use of property subject to Revised Code Chapter 5311 on the basis of race, color, national origin, sex, religion, or familial status.
- (vii) To permit notices to Unit Owners, as required by the Declaration or Bylaws, to be sent by electronic mail and, if returned

undeliverable, by regular mail, provided the association has received the prior, written authorization from the Unit Owner;

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

Section 2. Method to Amend. An amendment to this Declaration (or the Drawings or the By-Laws), adopted with the consents hereinbefore provided, in a writing executed with the same formalities as this Declaration by two officers of the Association and containing a certification that the amendment was duly adopted in accordance with the foregoing provisions, shall be effective upon the filing of the same with the Auditor and Recorder of Summit County, Ohio.

ARTICLE XVIII.....GENERAL PROVISIONS

Section 1. Condominium Instruments. The condominium act requires certain provisions and information to be provided in the “Condominium Instruments”. Provisions regarding deposits, warranties and other items are set forth in individual Unit sales contracts and attachments thereto, in the cases of sales by Declarant, and those items are incorporated herein by reference.

Section 2. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 3. Enforcement. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting the Declarant), the Association, and each Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the By-Laws or now hereafter imposed by or through the Association’s rules and regulations. Failure by Declarant, the Association or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restrictions, condition, covenant,

reservation, easement, lien or charge. The violation of any restriction, condition or regulation adopted by the Board or the breach of any covenant or provision contained in the Declaration or in the By-Laws, shall give the Board, on behalf of the Association, the right:

(a) To enter upon or in the Land, 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 thereon contrary to the intent and meaning of the provisions of this Declaration, the By-Laws or the Rules, and the Association, its Board, or its agents, shall not be thereby deemed guilty in any manner of trespass;

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

(c) To promulgate Rules to effect and to cause the effectuation of reasonable sanctions, including but not limited to, the imposition of reasonable penalty assessments or fines payable to the Association after notice and a reasonable opportunity to be heard is provided, the removal of personal property from the Common Elements, when the continued presence of such property and personality in the Common Elements is a violation or breach of the Declaration, By-Laws, 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 the Declaration, By-Laws, or Rules, as well as to deter continued non-compliance with such Declarations, By-Laws, or Rules.

Furthermore, if any Unit Owner fails to perform any act that he/she is required to perform by this Declaration, the By-Laws or the Rules, the Association, through the Board, may, but shall not be obligated to, undertake such performance or cure such violation, and shall charge and collect from said Unit Owner the entire cost and expense, including reasonable attorneys' fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment upon such Unit Owner and shall 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.

The Board will impose the following enforcement procedure:

- (1) Prior to imposing a charge for damages or an enforcement assessment, the Board will give the Unit Owner a written notice, which may be in the form of electronic mail to an electronic mail address previously provided by the owner in writing, that includes:
 - (i) A description of the property damage or violation;

- (ii) The amount of the proposed charge or assessment;
 - (iii) A statement that the Unit Owner has a right to a hearing before the Board to contest the proposed charge or assessment;
 - (iv) A statement setting forth the procedures to request a hearing;
 - (v) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.
- (2) Hearing Requirements:
- (i) To request a hearing, the Unit Owner must deliver a written notice to the Board not later than the tenth day after receiving the notice required above. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment.
 - (ii) If a Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Unit Owner with a written notice that includes the date, time, and location of the hearing.
 - (iii) The Board will not levy a charge or assessment before holding a properly requested hearing.
 - (iv) The Board may allow a reasonable time to cure a violation described above before imposing a charge or assessment.
 - (v) Within 30 days following a hearing at which the Board imposes a charge or assessment, the Association will deliver a written notice of the charge or assessment to the Unit Owner.
 - (vi) The Association will deliver any written notice required above to the Unit Owner or any Occupant of the Unit by personal delivery, by electronic mail, by certified mail, return receipt requested, or by regular mail.

Section 4. Corrections. Declarant reserves the right to make amendments to the Declaration, By-Laws and Exhibits to correct any scrivener's error or other inadvertent error so long as such correction does not adversely affect any Unit Owner. Further, Declarant reserves the right at any time or times to amend to Declaration and By-Laws in any manner whatsoever by addition, deletion or modification to permit the Declaration and By-Laws to comply with any law, rule or regulation now or hereafter adopted by any federal, state, or local governmental authority including the Condominium Act and laws and regulations so as to permit the Units to be

mortgaged with a financial institution whose mortgages are or may be insured by a governmental agency, authority or instrumentality. In furtherance of the foregoing rights reserved to Declarant, each Unit Owner and each Unit Owner's respective successors and assigns and each successive transferee of a Unit Owner shall and does hereby irrevocably special power of attorney and right to execute for and on behalf of the Association, Unit Owner and the Unit Owner's successor in title, all documents, instruments and forms as may be necessary to effectuate the amendments and modifications permitted pursuant to this Section.

Section 5. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (i) any rule against perpetuities or any analogous statutory provision, (ii) any rules restricting restraints on alienation, or (iii) any other statutory or common law rules imposing time limitations, then such provisions shall continue in effect for only twenty one (21) years after the death of the last survivor of the now living descendants of Ronald Reagan, President of the U.S.A.

Section 6. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgments or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no way [sic] affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 7. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 8. Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

Section 9. Notices to Unit Owners. All notices required or permitted by the Declaration or Bylaws to any Unit Owner will be in writing and is deemed effectively given if it has been sent by sent by regular U.S. mail, first-class postage prepaid, to their Unit address or to another address the Unit Owner designates in writing to the Board, or delivered using electronic mail subject to the following:

(a) The Association may use electronic mail or other transmission technology to send any required notice only to Unit Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Unit Owner who has not given the

Association written consent to use of electronic mail or other transmission technology will receive notices by either regular mail or hand delivered.

(b) An electronic mail or transmission technology to a Unit Owner is not considered delivered and effective if the Association's transmission to the Unit Owner fails, 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 mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the Unit Owner by either regular mail or hand delivered.

EXHIBIT - E

BYLAWS

Of The

KAMES Condominium Association, Inc.

This Restated By-Laws Was Prepared By:
The Board of Directors of
The Kames Condominium Association, Inc.,

Stow, Ohio

ARTICLE I NAME AND LOCATION

The name of the Association is The Kames Condominium Association, Inc. (“the Association”), which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association is also created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the Unit Owners’ association for The Kames Condominium. The principal office of the Association shall be set forth in its Articles of Incorporation, (“the Articles”), and the place of meetings of Unit Owners (members) and of the Directors of the Association shall be at such place in Summit County, Ohio as the Board of Directors (“the Board”), may from time to time designate.

ARTICLE II DEFINITIONS

All of the terms used herein shall have the same meaning as set forth in the Declaration of The Kames Condominium, (“the Declaration”), recorded simultaneously herewith with the Recorder of Summit County, Ohio.

ARTICLE III UNIT OWNERS (MEMBERS)

Section 1. Composition. Each Unit Owner, as defined in the Declaration, is a member of the Association.

Section 2. Annual Meetings. Regular annual meetings of the Unit Owners shall be held in the second calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board.

Section 3. Special Meetings. Special meetings of the Association may be held on any business day when called by the President of the Association, or by the Board by action at a meeting or by a majority of the Board acting without a meeting or by Unit Owners entitled to exercise at least twenty-five percent (25%) of the Association’s voting power. Upon written request delivered either in person or by certified mail to the President or the Secretary of the Association by any person(s) entitled to call a meeting of the Association, such officer shall cause to be given to the Unit Owners entitled thereto notice of a meeting to be held on a date not less than seven (7), nor more than sixty (60) days after the receipt of such request as such officer may fix. If such notice is not given within thirty (30) days after the receipt of such request, the person(s) calling the meeting may fix the time of the meeting and give

notice thereof. Each special meeting shall be called to convene at such time and held at such place as shall be specified in the notice of meeting. Calls for such meetings shall specify the date, time, place and purpose for such meeting. No business other than that specified in the call and set forth in the notice shall be considered at any special meeting.

Section 4. Notice of Meetings. Written notice of each meeting of Unit Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each Unit Owner entitled to vote thereat, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. The Unit Owners present, in person or by proxy, at any duly called and noticed meeting of Unit Owners, shall constitute a quorum for such meeting.

Section 6. Proxies. 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 or their behalf, shall be made in writing and signed by such Unit Owner or appointed in any other manner permitted by Ohio law, shall be filed with the Secretary, and shall be 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 in an open meeting.

Section 7. Voting Power. Except as otherwise provided in the Condominium organizational documents, or by law, a majority of the voting power of Unit Owners voting on any matter that may be determined by the Unit Owners at a duly called and noticed meeting shall be sufficient to determine that matter. Roberts Rules of Order or such other rules as the Board may from time to time decide upon for the orderly conducting of business at all meetings of the Unit Owners shall apply to the conduct of all meetings of Unit Owners except as otherwise specifically provided in the Condominium organizational documents or by law.

Section 8. Action In Writing Without Meeting. All actions, except removal of a member of the Board, which may be taken at a meeting of the Association, may be taken without a meeting with the approval of, and in writing or writings signed by members having the percentage of voting power now required to take such action if

same were taken at a meeting. Such writing shall be filed with the Secretary of the Association.

Section 9. Additional Requirements for Meetings of the Unit Owners. The following additional provisions shall apply to meeting of the Unit Owners:

- (a) Order of Business at Annual Meetings. The order of business at all annual meetings of the Association shall be as follows:
 - (1) Calling of meeting to order;
 - (2) Proof of notice of meeting or waiver of notice;
 - (3) Reading and approval of minutes of preceding meeting;
 - (4) Reports of Officers;
 - (5) Reports of Committees;
 - (6) Election of Inspectors of Election;
 - (7) Election of Directors;
 - (8) Unfinished and/or old business;
 - (9) New Business; and
 - (10) Adjournment.
- (b) Order of Business at Special Meetings. The order of business at each special meeting shall be specified in the notice thereof.
- (c) Minutes of the Meetings. Minutes shall be taken at all meetings of the Unit Owners. Copies of the approved minutes shall be available for inspection by Unit Owners upon reasonable request at the office of the Association, or as kept by the Secretary.

ARTICLE IV BOARD OF DIRECTORS

~~Section 1. Initial Directors. The initial Directors shall be those three persons named as the initial Directors in the Articles.~~

Section 1. Number and Qualification of Board of Directors. The Board shall consist of six (6) persons as further provided for in Article IV, Section 2 of these Bylaws, as amended, each of whom must be a Unit owner or the spouse of a Unit owner; provided, further, that in no event shall a Unit be represented by more than one person on the Board at any one time. If a Unit owner is not an individual, that Unit owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit Owner. The majority of the Board will not consist of Unit Owners or representatives from the same Unit unless authorized by a resolution adopted by the Board of Directors prior to the Board majority being comprised of Unit Owners or representatives from the same Unit.

Section 2. Successor ~~Directors~~ Trustees. The number, times of election, and terms of office of those who will serve as ~~Directors~~ Trustees of the Association to succeed the initial ~~Directors~~ Trustees, each of whom must be a Unit Owner or the spouse of a Unit Owner, shall be as provided in the Declaration and these By-Laws.

Section 3. Removal. Excepting only Directors named in the Articles or selected by Declarant, any Trustee may be removed from the Board with or without cause, by a majority vote of the Unit Owners. In the event of the death, resignation or removal of a **Director** other than one named in the Articles or a substitute selected by the Declarant, that **Director's** successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit Owners, when a **Director** shall be elected to complete the term of such deceased, resigned or removed **Director**. Declarant shall have the sole right to remove, with or without cause, any **Director** designated in the Articles, or a substitute selected by the Declarant, and select the successor of any **Director** so selected who dies, resigns, is removed or leaves office for any reason before the election of Directors by all of the Unit Owners as provided in the Declaration.

Section 4. Nomination. Nominations for the election of Directors to be elected by the Unit Owners shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Unit Owners appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 5. Election. Election to the Board by the Unit Owners shall be by secret written ballot. At such elections, the Unit Owners or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 6. Compensation. Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, no **Director** shall receive compensation for any service rendered to the Association as a **Director**. However, any **Director** may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7. Regular Meetings. Regular meetings of the Board shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board. In accordance with Ohio Revised Code Section 5311.08(A)(4)(a), any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to every other Boardmember.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by any three Directors, after not less than three days' notice to each **Director**.

Section 9. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Directors entitled to cast a majority of the voting power of Directors shall constitute a quorum for such meeting.

Section 10. Voting Power. Except as otherwise provided in the Condominium Organizational documents, or by law, vote of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 11. Actions Without A Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Directors.

Those written consents will be filed with the Board meeting minutes.

Section 12. Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Condominium organizational documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

(a) Take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominium organizational documents;

(b) Obtain insurance coverage no less than that required pursuant to the Declaration;

(c) Enforce the covenants, conditions and restrictions set forth in the Declaration;

- (d) Repair, maintain and improve the Common Elements;
- (e) Establish, enforce, levy and collect assessments as provided in the Declaration;
- (f) Adopt and publish rules and regulations governing the use of the Common Elements and the personal conduct of Unit Owners, occupants and their guests thereon, and establish penalties for the infraction thereof;
- (g) Suspend the voting rights of a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium organizational documents);
- (h) Declare the office of a member of the Board to be vacant in the event such **Director** shall be absent from three consecutive regular meetings of the Board;
- (i) Authorize the officers to enter into one or more management agreements in order to facilitate the efficient operation of the property; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board – the terms of any management agreements shall be as determined by the Board to be in the best interest of the Association, subject, in all respects, to the provisions of the Condominium organizational documents); and
- (j) Do all things and take all actions permitted to be taken by the Association by law, or the Condominium organizational documents not specifically reserved thereby to others.
- (k) Elect to include and pay, from time to time, as common expenses, any or all utility services, including water, sanitary sewer, waste removal, garbage collection and disposal, electricity, gas and other power or energy, and telephone, televisions, satellite, internet and other communication services furnished to the Units or consumed by the occupants of the Units. In addition, the Board, on behalf of the Association and the Unit Owners, may negotiate and 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 Unit Owners as a whole, whether or not such services are included and/or paid for as a common expense. The Board further has the right and authority to set standards as to the amount of use of any Association provided or paid for utility service, which may be applied equally to all Unit Owners or on each Unit owner's percentage of ownership interest, and to then levy additional assessments 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 shall determine;

(l) Authorize maintenance, repair or replacement of any Unit or other item of Unit Owner responsibility, if such maintenance, repair or replacement is necessary, in the Board's sole discretion, for safety, aesthetics, or to protect the Common Elements, or any other portion of the Building or any other Unit, and the Unit Owner has failed or refused to perform such maintenance, repair or replacement within a reasonable amount of time, as determined by the Board, after written notice of the necessity thereof delivered or mailed to the Unit Owner; provided that the Board shall levy a special assessment against such Unit Owner for the cost of such maintenance, repair or replacement;

(m) Authorize entry into any Unit or portion of the Limited Common Elements when necessary in connection with any maintenance, repair or replacement for which the Association is responsible or for inspection of the same. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Association and the cost thereof paid from the Association's insurance proceeds or charged as a common expense unless the Unit Owner failed or refused to provide a pass key upon request from the Association. In the event of any emergency originating in or threatening the Condominium Property and/or any person, the manager, managing agent, Board representative or any other person designated by the Board may enter the Unit immediately whether the Unit Owner is present or not;

(n) Arrange for the provision of any special services and facilities for the benefit of such Unit Owners and/or Occupant as may desire to pay for same, including, without limitation, cleaning, maintenance, repair and replacement of Units, or installations therein, and provision of other special services, or recreational, educational or medical facilities. Fees for such special services and facilities shall be determined by the Board and may be charged directly to participating Unit Owners or Occupants, or paid from the maintenance fund and levied as a special assessment against such participating Unit Owners or Occupants. In the event such special services and facilities create a profit, these funds shall be added to the maintenance or reserve funds as the Board so determines; and

(o) Acquire, lease, sell or exchange real property or any interest therein located outside of the Condominium Property, the Board shall submit such acquisition, lease or exchange to a vote of the Unit Owners and, upon the affirmative vote of the Unit Owners entitled to exercise not less than seventy-five percent (75%) of the Association's voting power, the Board may proceed with such acquisition, lease, sale or exchange, in the name of the Association and on behalf of all Unit Owners, and the costs and expenses incident thereto shall constitute part of the common expenses.

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

(i) Hire and fire attorneys, accountants, and other independent contractors and employees that the Board determines are

necessary or desirable in the management and/or operation of the Condominium Property and the Association;

- (ii) Commence, defend, intervene in, settle, or compromise any civil, criminal, land use planning or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners, impacts zoning, or otherwise ~~and~~ relates to matters affecting the Condominium Property;
- (iii) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
- (iv) Grant easements, leases, licenses, and concessions through or over the Common Elements;
- (v) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;
- (vi) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.
- (vii) In accordance with Ohio Revised Code Section 5311.081(B)(15), the Board may impose reasonable charges to the Unit Owner for providing copies of the Declaration, Bylaws or amendments thereto as well as reasonable charges for the handling of re-financing and/or resale documentation, and/or statements of unpaid Assessments.

Section 13. Duties. It shall the duty of the Board to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit Owners at each annual meeting of Unit Owners, or at any special meeting when such statement is requested in writing by Unit Owners representing one-half ($\frac{1}{2}$) or more of the voting power of Unit Owners;

(b) Supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(i) Fix the amount of assessments against each Unit;

(ii) Give written notice of each assessment to every Unit Owner subject thereto within the time limits set forth therein; and

(iii) Foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Unit Owner(s) personally obligated to pay the same, or both;

(d) Issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not [sic] any assessment has been paid;

(e) Procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;

(f) Cause all officers or employees handling Association funds to be bonded;

(g) Cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;

(h) Cause the restrictions created by the Declaration to be enforced; and

(i) Take all other actions required to comply with all requirements of law and the Condominium organizational documents.

ARTICLE VOFFICERS

Section 1. Enumeration of Officers. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board from time to time determines. No officer need be a member of the Association nor need any officer be a **Director**. The same person may hold more than one office.

Section 2. Selection and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall

take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

(a) President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.

(b) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit Owners, serve notice of meetings of the Board and of the Unit Owners, keep appropriate current records showing the names of Unit Owners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.

(c) Treasurer. The treasurer shall assume responsibility for the receipt and deposit in appropriate bank accounts of all monies of the Association, the disbursement of such funds as directed by resolution of the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the Unit Owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit Owners.

ARTICLE VI COMMITTEES

The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its [sic] purposes.

ARTICLE VII..... BOOKS AND RECORDS

The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit Owners and the holders and insurers of first mortgages on Units. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Unit

Owners, lenders and their insurers, and prospective purchasers, current copies of the Condominium organizational documents and the rules and regulations governing operation of the Condominium.

The Association, as determined by the Board, is not required to permit the examination and copying of any of the following from books, records, or minutes that contain any of the following:

- (a) Information that pertains to Condominium Property-related personnel matters.
- (b) Communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters.
- (c) 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.
- (d) Information that relates to the enforcement of the Declaration, Bylaws, or Association Rules against a Unit Owner.
- (e) Information the disclosure of which is prohibited by state or federal law.
- (f) Records that date back more than five years prior to the date of the request.

ARTICLE VIII AUDITS

Upon written request to the Association by an institutional first mortgages of a Unit, or its insurer, or by vote of the holders of a majority of the voting power of Unit Owners, the Board shall cause the preparation and furnishing to those requesting of an audited financial statement of the Association for the preceding fiscal year, provided that no such statement need be furnished earlier than ninety (90) days following the end of such fiscal year.

ARTICLE IX FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the day of incorporation of this Association.

ARTICLE X AMENDMENTS

Any modification or amendment of these By-Laws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Recorder of the county in which the Condominium is located.

ARTICLE XI INDEMNIFICATION

Section 1. In General. The Association shall indemnify any **Director**, officer or committee member of the Association or any former **Director**, officer or committee member of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement, actually and necessarily incurred by him/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 of the Association, provided it is determined in the manner hereinafter set forth that (A) such **Director**, officer or committee member of the Association 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.

The determinations herein required shall be made by written opinion of independent legal counsel chosen by the Board of Directors. Notwithstanding the opinion of legal counsel, to the extent that a **Director**, officer or committee member has been successful in defense of any action, suit or proceeding, or in the defense of any

claim, issue or matter, he/she shall, in that event, be indemnified as set forth above herein.

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

Section 3. Indemnification Not Exclusive; Insurance. The indemnification provided for in this Article XI shall not be exclusive, but shall be in addition to any other rights to which any person may be entitled under the Articles of Incorporation, if any, any agreement, 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 shall purchase and maintain insurance on behalf of any person who is or was a **Director**, officer or committee member of the Association 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 of the Association.

Section 4. Indemnification by Owners. The Directors, officers and committee members of the Association shall not be 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 shall indemnify, defend and hold harmless each of the Directors, officers and committee members of the Association 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 Declaration. Every agreement made by any **Director**, officer or committee member of the Association shall provide that such **Director**, officer or committee member of the Association is acting only as a representative of the Association and shall have no personal liability thereunder (except as an Unit Owner).

Section 5. Cost of Indemnification. Any sum paid or advanced by the Association under this Article XI shall constitute a common expense. The Board of Directors shall have the power and the responsibility to raise, by special assessment or otherwise, any sums required to discharge the Association's obligations under this Article XI; provided, however, that the liability of any Unit Owner arising out of the contract made by the Board, any **Director**, officer or committee member of the Association, or out of the aforesaid indemnity in favor of such **Director**, officer or committee member of the Association, shall be limited to such proportion of the total liability hereunder as said Unit Owner's interest in the Association bears to the total interest of all the Unit Owners in the Association.