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COPY

AMENDED DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CLEVELAND CENTER CONDOMINIUM

CERTIFICATE OF AUDITOR

A copy of this Amended Declaration, with By-Laws and drawings attached,
was filed with this office on March 28, 2024.

Russell Robertson
County Auditor

By: JoAnna Hatten
Deputy Auditor JoAnna Hatten

This Conveyance has been examined and the
Grantor has complied with Section 319 202
Of the Revised Code.

FEE \$ _____
EXEMPT

Russell Robertson County Auditor

Prepared by:

David W. Zacour, Esq.
Attorney at Law
140 West Liberty St.
Wooster, Ohio 44691

AMT. PD \$4.50 DATE 3 / 28 / 24
Russell Robertson, AUDITOR
JoAnna Hatten DEPUTY
JoAnna Hatten

AMENDED DECLARATION

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AMENDED DECLARATION
CLEVELAND CENTRE CONDOMINIUMS

This Amended Declaration is made this 21 day of March, 2014, by YLime Holdings, LLC, and Ohio limited liability company, Blair Leasing, Ltd., an Ohio limited liability company, and Super Veal, Inc., an Ohio for-profit corporation, (sometimes hereinafter called the "Declarant") for the purpose of establishing amended terms submitting certain property to Condominium use and ownership in accordance with the provisions of the Ohio Condominium Act, Ohio Revised Code Chapter 5311.

1. RECITALS.

- (a) WHEREAS, Ben Weaver, Jerry Baker, and James R. Bernhardt were the previous owners of the entirety of certain real property described as follows:

See Appendix A attached hereto.

- (b) WHEREAS, on or about March 1, 1988, Ben Weaver, Jerry Baker, and James R. Bernhardt, in their capacity as "Declarant," filed for record a "Declaration of Condominium Ownership for Cleveland Centre Condominium" pertaining to the real property described in Appendix A hereto, which was recorded in Deed Record Volume 637, Page 252, Wayne County, Ohio (hereafter "Declaration"); and
- (c) WHEREAS, pursuant to said Declaration, four (4) individual condominium units were created on said Lot Numbers 68 and 69; and
- (d) WHEREAS, following the filing of said Declaration, Declarant subsequently sold all four individual condominium units to 3rd party buyers, subject to the terms of said Declaration; and
- (e) WHEREAS, YLime Holdings, LLC, an Ohio limited liability company, is the present owner of condominium unit 2 (located on part of said Lot No. 69) and condominium unit 3 (located on part of said Lot No. 68), subject to the terms and conditions of the Declaration; and
- (f) WHEREAS, Blair Leasing, Ltd., an Ohio limited liability company, is the present owner of condominium unit 4 (located on part of said Lot No. 68), subject to the terms and conditions of the Declaration; and
- (g) WHEREAS, Super Veal, Inc., an Ohio for-profit corporation, is the present owner of condominium unit 1 (located on part of said Lot No. 69), subject to the terms and conditions of the Declaration; and
- (h) WHEREAS, the parties wish to modify the terms of the Declaration, fully replacing in its entirety the Declaration with the terms of the Amended Declaration contained herein; and
- (i) WHEREAS, the parties hereby submit to Condominium ownership as provided for in Chapter 5311 of the Ohio Revised Code the Condominium property (hereinafter described), in accordance with this Amended Declaration.

2. **DEFINITIONS.** Certain of the terms used in this Amended Declaration and in the By-Laws which are annexed hereto and made a part hereof, are defined and shall have the following meanings, unless the context clearly indicates or requires otherwise:
- (a) "Act" means the Ohio Condominium Act as contained in Ohio Revised Code Chapter 5311.
 - (b) "Amended Declaration" means this instrument, including all exhibits, as the same may lawfully be amended from time to time.
 - (c) "Assessment" means the determination of the share of common expenses and other charges which from time to time shall be payable by each Unit Owner. "Other charges" shall include, without limitation, the costs, expenses, and charges for repairs and replacements made by the Association which are the obligation and responsibility of the Unit Owner to make, any special charges made by the Association to the Unit Owner for special services rendered to the Unit Owner or his Unit and for special or extraordinary uses or consumptions attributable to such Unit Owner or his Unit, damages resulting from the failure of the Unit Owner or of any occupant of the Unit to comply with any of the covenants, conditions, obligations, or restrictions contained in the Amended Declaration or the By-Laws or with any of the rules promulgated by the Association, and the costs of any action to obtain injunctive relief against such noncompliance, any other charges or assessments permitted by this Amended Declaration to be made against Unit Owner or his Unit, which may be charged to an individual without being usurious from the date the assessment or charge first becomes due to the date it is paid in full, and the reasonable costs of collection of any unpaid assessment and charges (including court costs and reasonable attorneys' fees).
 - (d) "Association" or "Association of Owners" means the CLEVELAND CENTRE CONDOMINIUM ASSOCIATION with a further definition of "Unit Owners' Association" being set forth in Ohio Revised Code Chapter 5311.01(DD).
 - (e) "Board" or "Board of Managers" means the governing body of the Association elected pursuant to the By-Laws.
 - (f) "By-Laws" means By-Laws of the Association, annexed hereto and hereby made a part hereof.
 - (g) "Common Area" or "Common Areas and facilities" means all that portion of the Condominium property which does not consist of a Unit. The term "Common Area" or "Common Areas and facilities" as used herein is intended to be synonymous and consistent with the term "Common Elements" within the meaning of Chapter 5311.01(F) of the Act.
 - (h) "Common Expenses" means all expenses designated as Common Expenses in the Act, this Amended Declaration and By-Laws, or by the Association.
 - (i) "Common Profits" for any period of time means the amount which the total income, rents, profits, receipts, and revenues from the Common Area exceed the Common Expenses for said period.

- (j) "Condominium" means CLEVELAND CENTRE CONDOMINIUM, and "Condominium" and "CLEVELAND CENTRE CONDOMINIUM" mean the Condominium regime for the Condominium property created under and pursuant to the provisions of the Act.
- (k) "Condominium Instrument" means this Amended Declaration, the By-Laws, the drawings, and, as provided by the 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.
- (l) "Condominium Organization Documents" means the Articles, the By-Law, the drawings, and this Amended Declaration, as the same may lawfully be amended from time to time.
- (m) "Condominium Property" means the land described in "Appendix A," attached hereto and made a part hereof, all the buildings and other improvements and structures now or hereafter thereon, all easements, rights, and appurtenances belonging thereto, and all personal property now or hereafter used in connection therewith, which have been or are intended to be submitted to the provisions of the Act.
- (n) "Condominium Rules" or "Rules" mean such rules and regulations as the Board from time to time may adopt relative to the use of the Condominium or of any part thereof.
- (o) "Declarant" means Ben Weaver, Jerry Baker and James R. Bernhardt and their heirs and assigns.
- (p) "Drawings" means the drawings for the Condominiums, as defined in the condominium Act, filed simultaneously with the submission of this Amended Declaration for recording, as the same may be lawfully amended from time to time.
- (q) "Limited Common Area" or "Limited Common Areas and facilities" means that portion of the Common Area which is designated herein as reserved for the use of the Owner or Owners of a certain Unit or Units to the exclusion of the Owners of other Units.
- (r) "Occupant" means the person lawfully in possession of a Unit, regardless of whether that person is a Unit Owner.
- (s) "Owners" or "Unit Owner" means any person or persons or other entity owning a Unit in fee simple absolute together with an undivided interest in the fee simple of a Common Area, including Limited Common Area.
- (t) "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.
- (u) "Unit" means that portion of portions of the Condominium property described as a Unit or Units in this Amended Declaration, including the use of Limited Common Areas and Common Area. The term "a Unit" as used herein is intended to be synonymous and consistent with the term "Unit" within the meaning of Chapter 5311.01(D) of the Act.

3. **THE LAND.** A description of the land constituting a part of the Condominium property, located in the City of Wooster, County of Wayne and State of Ohio, is attached hereto and marked "Appendix A."
4. **NAME.** The name by which the Condominium shall be known is CLEVELAND CENTRE CONDOMINIUM.
5. **THE PURPOSE OF AND RESTRICTIONS ON USE OF CONDOMINIUM PROPERTY.**
 - (a) **Purpose.** CLEVELAND CENTRE CONDOMINIUM shall be used for general or special office, professional, retail sales, and any and all purposes and/or uses incidental or auxiliary thereto, and the Common Areas and facilities shall be used for the joint and several benefit and convenience of the Unit Owners, all subject to restrictions, easements, limitations, covenants, declarations, and conditions which are of record and/or which are set forth in this Amended Declaration. The Board may permit any use or uses of any Unit or Units which is or are not within the uses hereinabove referred to so long as such use or uses is or are not in-consistent with other uses of the Condominium property and in the discretion of the Board will not unreasonably interfere with other existing uses of the Condominium property.
 - (b) **Restrictions and Conditions on Condominium Use.**
 - (i) Each Unit shall be occupied and used only for general or special office, professional, retail sales, and any and all purposes and/or uses incidental or auxiliary thereto, by the Owner, his employees, or agents, or by lessees or guests of the Owner, their employees or agents, or by business invitees of the Owner, including but not limited to clients or patients, and for such other uses are not incompatible with the general character of the Condominium.
 - (ii) The Common Area and Limited Common Area shall not be used in a manner which is inconsistent with the general character of the Condominium. The Common Areas (except the Limited Common Areas) 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 otherwise provided herein, no Common Area 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. Those portions of the Common Areas described herein and shown on the drawings as Limited Common Areas 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 Amended Declaration, subject to the restrictions on use of Common Areas and Limited Common Areas set forth in this Amended Declaration and such rules and regulations as may from time to time be promulgated by the Board. No one shall obstruct, commit any waste in or otherwise cause damage beyond reasonable wear and tear to the Common Area or Limited Common Area; and except as hereinafter expressly provided, nothing shall be stored in

the Common Area or Limited Common Area without the prior written consent of the Board. Nothing shall be altered, constructed in, or removed from the Common Area or Limited Common Area without the prior written consent of the Board or Declarant. Each Owner shall maintain and keep in good order and repair the Unit owned by such Owner. Nothing shall be stored in the Limited Common Area which creates in the sole judgment of the Association an unsightly appearance.

- (iii) Nothing shall be caused or permitted to be hung or displayed or placed on the outside walls of the building or otherwise of the Unit, or any part thereof, and no 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, other than those originally provided by Declarant, and subject to such rules and regulations as the Board may adopt from time to time.
- (iv) No noxious or offensive use shall be made of any part of the Condominium, and nothing shall be done therein which is or will become an annoyance or nuisance to the other Owners. No use shall be made of any part of the Condominium which will constitute a fire hazard or which will result in the cancellation of insurance on any part of the Condominium or which is in violation of any law, ordinance, or governmental regulation applicable thereto. No use shall be made of any part of the Condominium which will increase the rate of insurance on the Common Area or Limited Common Area, without prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in the Unit or in the Common Areas and facilities which is in violation of any law or regulation of any governmental authority.
- (v) The Board may from time to time promulgate regulations restricting the parking and directing the flow of automobiles and other vehicles on the Common Areas and may 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.
- (vi) The Owner of a Unit or Units shall automatically upon becoming the Owner of a Unit or Units be a member of said Association and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease. This Association is established for the purpose of administering the Condominium property. Except as set forth herein, it shall be responsible for all activities necessary for the proper operation of the Condominium.
- (vii) The Owners of Units covenant and agree that the administration of the Condominium shall be in accordance with the provisions of this Amended Declaration and the By-Laws.
- (viii) Each Owner, tenant, or occupant of a Unit shall comply with the provisions of this Amended Declaration, the By-Laws, the Condominium Rules, and the Purchase Agreement relating to the sale of the Condominium and the decisions and resolutions of the

Association or its representative, as lawfully amended from time to time and failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action to recover sums due, for damages or for injunctive relief.

- (ix) No Owner of a Unit may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Areas and facilities or by the vacating or abandoning of his Unit.
- (x) No animals, dogs, cats, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in a Unit, or in the Common Area, provided that other pets such as tropical fish may be kept in Units, subject to rules and regulations adopted by the Association, and provided further that they are not kept, bred, or maintained for any commercial purposes; provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium upon three (3) days written notice from the Board.
- (xi) Nothing shall be done in any Unit, or in, on, or to the Common Areas, which may impair the structural integrity of any improvement or which would structurally change any improvement except as is otherwise provided herein.
- (xii) Within the easements for the installation and maintenance of utilities and drainage facilities and within any other area designated on the drawings as being the location of underground utilities, whether pursuant to easement or otherwise, no structure, planting or other material (except such as exist at the time of this Amended 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 retire the flow of water through the drainage channels in the easement areas or which may in any other way interfere with or alter the surface flow of water. 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.
- (xiii) There shall be no "for sale" or "for rent" signs or other window displays or advertising maintained or permitted on any part of the property or on any Unit therein without the prior written consent of the Board. In addition, the right is hereby given the Association or its representatives to place "for sale" or "for rent" signs on any Unit or on the Condominium property for the purpose of facilitating the disposal of the Units by any Owner, mortgagee, or the Association.
- (xiv) Each Unit Owner shall furnish written notice to the Secretary of the Unit Owners' Association of the cancellation or alteration and the status of the mortgage covering his Unit.
- (xv) The President of the Association need not be an Owner occupying a Unit of said Condominium.

- (xvi) The respective Units shall not be rented by the Owner(s) thereof except pursuant to Lease Agreements for a period of not less than twelve (12) months. With the exception of the foregoing obligation, the Owners of the respective Units shall have the right to lease same provided that such lease is made subject to the covenants and restrictions contained in this Amended Declaration and further subject to the By-Laws attached hereto and shall have the approval of the Board. This subparagraph shall not apply to Units owned by first mortgage holders. Such Units may be leased by first mortgage holders for a greater or lesser period than twelve (12) months, and without approval of the Board.
- (xvii) The Limited Common Areas shall not be altered, decorated, or adorned in any manner contrary to rules as may be established by the Association, nor shall they be used in any manner other than their obviously intended purposes, without prior written consent of the Association.
- (xviii) Each Unit shall be conveyed as a separate designated and legally described freehold estate subject to the terms, conditions, and provisions hereof. The undivided interest of a Unit in the Common Areas 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. 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 (5) days after an interest in that Unit Owner's Unit has been transferred, after satisfaction of all conditions on transfer set forth hereinafter to another person. In addition, each Unit Owner agrees to provide to a purchaser of that Owner's Unit a copy of the Condominium Organizational Documents and all effective rules and regulations.
- (xix) No building, fence, wall, sign, or other structure shall be commenced, erected or maintained upon' the Condominium property, or any part thereof, not 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 or location in relation to surrounding structures and topography. In the event the Board, or its designated representative, fails to approve or disapprove such plans and specifications within sixty (60) days after they have been submitted to it, approval will not be required, and these provisions will be deemed to have been fully complied with.
- (xx) 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.

- (xxi) Each Unit Owner agrees to maintain a white underdrrape as window covering for each window of his Unit.
- (xxii) All business signs shall be of a uniform type, size, and material designated by the Association. All subsequent signs, repairs, and replacements shall be at the Unit Owner's expense.

6. DRAWINGS. All of the particulars of the buildings are graphically shown on the drawings attached to and made a part hereof including but not limited to, the layout, location, designation, and dimensions of each Unit and the layout, location, and dimensions of the Common Area and Limited Common Areas and facilities insofar as is graphically possible.
7. GENERAL DESCRIPTION OF BUILDINGS AND MATERIALS. The general description of the buildings, the principal materials of which they are constructed, and the number of stories and Units therein are set below:
 - (a) The Condominium consists of Eight (8) Units, designated "Unit 1A" through "Unit 4A" on the first floor of a two-story building, and designated "Unit 1B" through "Unit 4B" on the second floor of a two-story building. Each Unit has one level with one other Unit exactly above or exactly beneath said level.
 - (b) Other improvements located on the land constituting the Condominium property include driveways, landscaping surrounding the buildings pipelines, conduits, and other appurtenances for utilities and exterior parking facilities.
 - (c) The Unit designation of each Unit and each Unit's percentage of interest in the Common Area, in the Association for voting purposes, in the Common Profits for distribution, and in the Common Expenses for assessment is set forth on "Exhibit B", attached hereto and made a part hereof.
 - (d) The location, layout, dimensions, and number of rooms constructed as a part of the shell of each Unit, the Common Area, the Limited Common Area, and other matters are graphically shown on the drawings attached to this Amended Declaration.
8. UNITS. There are eight (8) separately designated and legally described freehold estates in the Condominium, herein described and referred to as "Units" and one freehold estate, herein described and referred to as the "Common Area".

Each of the individual Units is hereby declared and established as a separate freehold estate, and shall consist of air space between the horizontal and vertical planes as delineated by the undecorated interior surfaces of the perimeter walls, floors, and ceilings of said Unit, projected, if necessary, by reason of structural division such as interior walls and other partitions to constitute a complete enclosure of space; provided that, wherever such undecorated surfaces consist of wood, plaster, plasterboard, block walls, or the concrete floor, all of such wood, plaster, plasterboard, block walls, or concrete floor contiguous to such surface shall be included within the Unit but excepting the space occupied thereby lying outside of the perimeter of the Unit, including, without limitation, the following:

- (a) The decorated surfaces, including paint, lacquer, varnish, wallpaper and any other finishing material applied to said perimeter walls, floors and ceilings and also the aforesaid finished material applied to the interior walls, floors and ceilings;
- (b) The receptacle and switch plates and covers, grills, vent covers, registers, and other coverings of space, light fixtures, and control knobs, within the bounds of a Unit and which serve only the Unit;
- (c) All nonstructural interior walls (other than walls separating Units) and all space between the interior walls, including the space occupied by structural component parts of the building and by utility pipes, wires, lines, and conduits within the bounds of a Unit; and
- (d) All fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality thereof, built-in cabinets, television antennae and cables, and all heating, cooling and ventilating equipment, condensers, units and installations, including the thermostats and controlling devices and components thereof, if any, serving only that Unit;
- (e) 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.

But excepting therefrom all of the following items located within the bounds of the Unit as described above, to the extent the following are Common Area or Limited Common Area as defined in this Amended Declaration, are to be used and enjoyed by the occupant of the Unit in or to which they are appurtenant;

- (a) All walls, ground floors, and rafter coverings separating or delineating Units, except the decorated surfaces thereof;
- (b) All doors, door frames, glass doors, and windows (and the glass and frames constituting or included therein) and window sashes, affixed to the perimeter walls, floors, and roofs or rafter coverings of a Unit, which are hereby declared to be parts of said walls, floors, and roofs;
- (c) All structural portions of the building, lying within the bounds of the Unit;
- (d) All vent covers, grills, plate covers, and other coverings of space which are not a part of the Unit as heretofore defined;
- (e) The valves, plugs, and switches at the end of any lines, pipes, and wires which constitute Common Areas;
- (f) 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;
- (g) Concrete entranceways and walkways appurtenant to any Unit;
- (h) Without limiting the foregoing, all Common Area and Limited Common Areas located within the bounds of a Unit.

9. COMMON AND LIMITED COMMON AREAS.

- (a) Common Area constitutes all of the Condominium property, including all of the land and all the improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the drawings as a part of a Unit. Common Area shall also include all repairs and replacements of any of the Common Area. The Common Area comprises, in the aggregate, a single freehold estate, and shall be owned by the Unit Owners as tenants in common and shall remain undivided. No action for partition of any part of the Common Areas and facilities shall be maintainable, except as provided in this Declaration or the Act, nor may any Unit Owner otherwise waive or release any rights in the Common Area; provided, however, that if any Unit be owned by two or more Co-Owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Unit as between such Co-Owners.

The undivided percentage of interest of each Unit Owner in the Common Areas and facilities, as said percentage of interest in the Common Areas and facilities may exist from time to time, shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered with its respective Unit even though the de-scription, and any instrument of conveyance or encumbrance refers only to the Unit.

Except as otherwise limited and restricted herein, each Unit Owner shall have the right to use the Common Areas in accordance with the purposes for which they are intended, for all the purposes incident to the use and occupancy of each Unit, including without limitation, the nonexclusive easement, together with other Unit Owners, to use ' and enjoy the Common Area for ingress and egress to and from the respective Units, and for such other uses as are permitted by this Amended Declaration, which rights shall be appurtenant to and run with his Unit; provided, however, that no person shall use the Common Areas or any part thereof in such manner as to interfere with, restrict or impede the use thereof by others entitled to the use thereof, or in any manner contrary to or not in accordance with this Amended Declaration and the Condominium Rules. The Condominium Association shall, subject to the provisions of this Amended Declaration, have the right but not the obligation to promulgate rules and regulations governing the use of the Common Area and the use of the Exclusive Use Areas.

- (b) Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy to the exclusion of all others the Limited Common Areas, Limited Common Areas being defined as those portions of the Common Areas that are labeled or designated "LCA" or "Limited Common Areas" on the drawings. Limited Common Areas with respect to each Unit (or group of Units) shall consist of such of the following as may be construed to be Common Area and which may exist on the Condominium property;
- (i) All structural interior walls and one-half (1/2) of any wall separating one Unit from the other, floors, ceilings, and rafter ceilings located within the bounds of such Unit, excluding the structural and component parts thereof;
- (ii) All glass and screens within window and door frames within the perimeter walls of such Unit, and all doors, hinges, locks, latches,

and hardware within or on the perimeter walls of such Unit or on the Limited Common Areas and facilities belonging to such Unit;

- (iii) All gas, electric, water, central vacuum system, or other utility or service lines, pipes, wires and conduits located within the bounds of such Unit and which serve only such Units;
- (iv) The concrete entranceway which is adjacent to and serves only such Unit, if any;
- (v) The concrete pad or other foundation upon which any air conditioning unit is located.
- (vi) All other parts of the Common Area located within the bounds of such Unit, and which serve only such Unit.
- (vii) The entrance lobbies shown on the drawings shall be LCA as designated. Said entrance lobbies are for the exclusive use and benefit of the owners of the Units of which the entrance lobbies are LCA.

Subject to the rights of the Condominium Association to maintain for and on behalf of the Unit Owners all of parts of the Limited Common Areas and facilities, each Unit Owner has the responsibility of maintaining the Limited Common Areas and facilities appurtenant to his Unit.

- (c) Each Unit Owner is hereby granted an exclusive but revocable license to use and enjoy such exclusive use areas as the Association may allocate to such Unit Owners, upon and subject to such terms and conditions (including the payment of a fee therefor to the Association) as the Association may determine. The Association may, also, hereafter designate specific, clearly defined parts of the Common Areas for a particular use or uses which serve the general welfare of all or a number of the Unit Owners and are beneficial to the Condominium property. All such part or parts and use thereof shall at all times be subject to such Condominium rules, terms and conditions, as may be promulgated by the Association and shall at all times, be subject to change or removal from the exclusive use areas by the Association. The maintenance of any exclusive use area shall be the sole responsibility of the licensee and/or user thereof.
- (d) The undivided interest in the Common Areas of each Unit is shown on the attached "Appendix B" and is that fractional interest equivalent to the proportion that the par value of the individual Unit bears to the entire par value of all Units in of CLEVELAND CENTRE CONDOMINIUM.

10. UNIT OWNERS' ASSOCIATION AND DUTIES THEREOF.

- (a) Establishment of Association. The Association has been or will be formed (at such time as created by majority vote of the Unit Owners) to be and to serve as the Unit Owners' Association of the Condominium.
- (b) Management. The Association shall manage the Condominium property and the affairs of the Condominium with the right, however, to delegate its obligation as hereinafter provided.

- (c) Membership. Membership in the Unit Owners' Association shall be limited to the Unit Owners, and every person or entity who is or becomes 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 ownership to the transferee.
- (d) Voting Rights. Voting shall be on a percentage basis and the percentage of the vote to which the Owner is entitled is the percentage assigned to the Unit or the Units as set forth in Appendix B of the Amended Declaration. There shall be one and only one voting member for each Unit in CLEVELAND CENTRE CONDOMINIUM. Such voting member may be the Owner or the group composed of all the Owners of a Unit Ownership. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners so designating.
- (e) Board of Managers. The Board of Managers shall be those persons elected to the Board by members of the Association pursuant to the By-Laws. All persons elected to the Board must be Unit Owners. Computation of percentage of undivided interests in the Common Areas and facilities for the purpose of this item shall be computed as provided in Section 5311.08 of the Ohio Revised Code.

The terms of the three (3) Board members shall be staggered as provided in the By-Laws, so that the terms of one-third (1/3) of the Board will expire and successors be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the Board member whose term then expires shall be elected to serve three (3) year terms.

All members of the Board shall be elected by the Association membership.

- (f) Management of Common Area. Except as otherwise expressly provided herein, the Association shall maintain, and keep the Common Area in a state of working order, clean, neat, safe and in conformity with all laws, ordinances and regulations applicable to the Condominium.
- (g) Improvements Within Units. Except as may otherwise be expressly provided herein, the Association shall keep and maintain in a state of good condition and repair those parts of each Unit which contribute to the support of the building, excluding, however, the surfaces of interior walls, ceilings, and floors, by making all repairs, re-placements, alterations, and other improvements necessary to comply with the foregoing. The Association shall further, except as provided in this Amended Declaration, maintain, repair, replace, alter, and improve all conduits, ducts, plumbing, wiring, and equipment, other than that designated as part of an individual Unit, and other facilities for the furnishing of utility services which are used by or for or are common to two or more Units even though such facilities are located within the boundaries of a Unit. If a Unit or Limited Common Areas and facilities appurtenant to a Unit become impaired, or otherwise in need of repair or restoration, and if the Unit Owner thereof fails after notice from the Association to repair, restore, or otherwise correct the condition, the Association may, but shall not be obligated to, repair, restore, or otherwise

correct the condition. The Association shall charge and assess the cost and expense thereof to the Unit Owner(s) who should have performed the work.

- (h) Improvements Within Units. The Association should do any and all other things necessary and appropriate to carry out the duties and obligations reasonably intended to be required under this Amended Declaration and the Act.
- (i) General Duties. The Association may, but shall not be required, to delegate all or any portion of its authority and responsibilities to a Manager, Managing Agent, or Management Company. Such delegation may be evidenced by a Management Contract and shall provide for the duties to be performed by the Managing Agent and for the payment to the Managing Agent of a reasonable compensation as a Common Expense. Upon the expiration of each Management Agreement, the Association may renew said Agreement or enter into a different Agreement with a different Managing Agent provided that no Management Agreement or agency or renewal thereof shall have a period longer than three (3) years. The Managing Agent may be an entity owned in whole or in part, associated with in whole or in part, or in any other manner connected or associated with any Owner, partner, agent, contractor, or employee of any Owner without in any manner restricting, limiting, or affecting the validity of said Agreement.
- (j) Delegation of Authority. The obligation of the Association and Owners to repair, maintain, and replace the portions of the property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair, or replacement may be necessary to cure any latent or patent defects in material or workmanship in Construction of the Condominium property.
- (k) Construction Defects. Notwithstanding the fact that the Association and/or any Unit Owner may be entitled to the benefit of any guaranty of material and workmanship furnished by any construction trade responsible for any construction defects, or to the benefits under any policies insurance providing coverage for loss or damage for which they are respectively responsible, the existence of construction guarantees or insurance coverage shall not excuse any delay by the Association or any Unit Owner in performing his obligation hereunder.

11. DUTIES OF UNIT OWNERS. Each Unit Owner shall at all times do as follows:

- (a) Maintenance and Repair.
 - (i) Except as may be otherwise expressly provided herein, the Unit Owner shall maintain, keep, and replace, if necessary, at his expense, and keep in good working order, condition, and repair, all Limited Common Areas and facilities designated for his use, including all windows, doors, vestibules, entranceways, air conditioning condensers, air conditioning units, and all associated structures, equipment, and fixtures which are appurtenant to his Unit.
 - (ii) The Unit Owner shall maintain, repair, and replace, at his expense, and keep in good working order, condition, or repair, all electric fixtures, utility pipes, conduits, and lines, faucets, shower heads,

plugs, connections, and fixtures permanently affixed to the realty, and all heating, cooling, and ventilating equipment units, and installations, and all ducts, controls, grills, filters and parts thereof, located within such Unit or Limited Common Areas and facilities designated for the use of such Unit.

- (iii) Except as otherwise may be expressly provided for herein, the Unit Owner shall keep and maintain, repair, and replace at his expense, all portions of his Unit, and all internal installations of such Unit as appliances, heating, plumbing, electrical, and air conditioning fixtures or installations, and any other utility service facilities located within the Unit boundaries or within or upon the Limited Common Areas and facilities designated for his Unit, in a state of good working order, conditions and repair, in a clean neat, safe, and sanitary condition, and in conformity with all laws, ordinances, and regulations applicable to the Unit and the Limited Common Areas and facilities which the Unit Owner is hereby obligated to Care for.
 - (iv) The Unit Owner shall maintain, repair, and replace all of the items described or referred to parts (i), (ii) , and (iii) of this subparagraph (a), which may require maintenance, repair, or replacement by reason of all breakage, damage, malfunctions, and/or ordinary wear and tear of such items.
 - (v) The Unit Owner shall maintain, repair, and replace at his expense all portions of the Condominium property which may be damaged or destroyed by reason of his own act or neglect, the act or neglect of any occupant of his Unit, or the act or neglect of any invitee, licensee, or guest of such owner or occupant.
 - (vi) All of the work required of the Unit Owner in this subparagraph (a) shall be performed by him promptly, properly, and in good workmanlike manner, using first class materials of equivalent or better quality than those originally installed or incorporated into the Condominium property, and using competent and qualified labor.
- (b) Report Defects. Report promptly to the Board or a Managing Agent employed by the Condominium Association the need for any maintenance or repair to any portion of the Condominium property which the Condominium Association is obligated to maintain or repair pursuant to this Amended Declaration or the By-Laws .
- (c) Nondisturbance of Others. Perform his duties and responsibilities in such manner so as not to unreasonably disturb other Unit Owners and occupants.
- (d) Pay for Utilities. Pay all costs for utilities directly needed to his Unit or to the Limited Common Areas and facilities designated for his use, unless any or all of such services are provided or paid for by the Association and charged to the, Unit Owner as part of the Common Expenses, in which case all or any part of such services so provided by the Association shall be paid for by the Unit Owner as part of his share of the Common Expense.
- (e) Comply With This Amended Declaration. Faithfully and promptly pay all charges and assessments made against him or his Unit pursuant to this Amended Declaration and faithfully observe, fulfill, and perform all of the covenants and restrictions herein contained and all other obligations of a

Unit Owner as set forth in (or intended by) this Amended Declaration, the Condominium Rules and the Act.

- (f) Deed or Other Instrument Affecting Title. Include both his interest in the Unit and his corresponding percentage of interest in the Common Area in every Deed, Mortgage, Lease, or other instrument affecting title to his Unit, it being the intention hereof to prevent any severance of such combined ownership. In furtherance of the foregoing responsibility and obligation and not in limitation thereof, or in limitation of the provisions of any other provision of this Amended Declaration, any Deed, Mortgage, Lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.
 - (g) Negative Covenants. Each Unit Owner agrees not to:
 - (i) Paint or otherwise decorate or change the appearance of any portion of the buildings not within the bounds of his Unit, unless the prior written consent of the Board is obtained.
 - (ii) Not to decorate, landscape or adorn any of the Common Areas and facilities or Exclusive Use Areas or any portion thereof or make any additions thereto or make any improvements thereon or thereto or do anything which would or might jeopardize or impair the safety or soundness thereof without the written consent of the Board.
 - (iii) Make any structural alteration, change, improvement, or addition.
12. PERSON TO RECEIVE SERVICE OF PROCESS. The person to receive service of process for the Association shall be the statutory agent thereof, and his name and address (and that of each successor) shall be filed with the Ohio Secretary of State on such forms as are prescribed for the subsequent appointment of a statutory agent for an Ohio corporation not for profit. Upon such filing, that individual or his successor shall be the individual to receive service of process for the Association.
13. INSURANCE AND VOTING IN THE EVENT OF DAMAGE OR DESTRUCTION.
- (a) Insurance to be Obtained. The Board, as a Common Expense shall obtain and maintain, to the extent obtainable, the following insurance:
 - (i) Property insurance on the Common Areas and facilities including buildings and all other insurable improvements on the Condominium property and all personal property as may be owned by the Association. The property insurance required hereunder may be purchased in a blanket policy, or may be purchased under separate policies each covering separate buildings or clusters of Units. The property insurance to be purchased hereunder shall be in an amount equal to the full insurable replacement value, and shall insure against loss or damage by fire, lightning, and such perils as are commonly known as "extended coverage" and vandalism and malicious mischief. Such insurance shall be written in the name of, and the proceeds thereof shall be payable to, said Board as Trustee for the Owners and their respective mortgagees, as their interests may appear, and provision shall be made for the issuance of

certificates of such insurance to the Owners and their respective mortgagees.

- (ii) Third-party liability insurance in form and in such amounts as the Board may from time to time determine, but in no event shall the limits of liability be less than ONE MILLION DOLLARS (\$1,000,000) for death, bodily injury, and property damage per occurrence, each member of the Board, the officers of the Association, and the Owners, and with cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder. This insurance, however, shall not insure against the individual liability of an Owner for personal liability arising out of the ownership, maintenance, or Use of his Unit or Units and/or any automobiles or motor driven vehicles driven by or on behalf of such individual Owner(s), but shall insure the Association's officers and each member of the Board for death, personal injury, or property damage arising from or relating to the ownership, maintenance or use of a Unit by its Unit Owner.
 - (iii) Workman's Compensation insurance as required by law.
 - (iv) Such other insurance as the Board thereafter may determine, including, without limitation, errors and omissions insurance, liability insurance for Board members, "all risk" coverage under the property insurance, automobile and vehicle insurance, professional liability insurance, and any other type of insurance deemed proper by the Board.
- (b) General Provisions Governing Insurance. All insurance affecting the Condominium property shall be governed by the following provisions:
- (i) All policies shall be for the benefit of the Association, the Unit Owners, and their mortgagees as their interests may appear; except as set forth in Subparagraph (a) of this paragraph:
 - (ii) Provision shall be made for the issuance of a Certificate of insurance to each Unit Owner and his first mortgagee, if any, which shall specify the proportionate amount of insurance attributable to the particular Unit Owner's ownership interest.
 - (iii) The original of all policies and endorsements thereto shall be deposited with the Board which shall hold them subject to the provisions of Subparagraph (c).
 - (iv) Exclusive authority to adjust losses under policies hereunder in force on, the condominium property shall be vested in the Board; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in, and the Board shall consult with such mortgagee with respect to the settlement negotiations, if any, related thereto.
 - (v) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Unit Owners or their mortgagees.

- (vi) Each Unit Owner may obtain additional insurance at his own expense; provided, however, that no Unit Owner shall be entitled to obtain coverage on those items insured under the policies required to be purchased under Sub-paragraph (a) (i) of this paragraph, (the "Master Policy"), or to otherwise exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all the Unit Owners and their mortgagees, may realize under any insurance policy which the the Association may have in force on the Condominium property at any particular time; and provided, further, that each policy of insurance obtained by any Unit Owner shall contain, if obtainable, a clause or endorsement pro-viding in substance that the insurance shall not be prejudiced if the insureds have waived right of recovery from any person or persons prior to the date and time of loss or damage, if any.
- (vii) Any Unit Owner who obtains an individual insurance policy covering any portion of the Condominium property, other than improvements not insured by the Association and personal property be-longing to such Unit Owner, shall be required to file a copy of each such individual policy with the Secretary of the Association within thirty (30) days after the purchase of such insurance. If said policy could prejudice the Master Policy, the Association shall have the right to require the Unit Owner to cancel said policy.
- (viii) It shall be the responsibility of each Unit Owner at his own expense to provide, if he sees fit, title insurance, homeowner's liability insurance for his Unit theft and other insurance covering improvements, betterments, and personal property, damage and loss not covered under the Master Policy. The Association shall have no responsibility or obligation to insure such matters or against such risks for or on behalf of the Unit Owners. In allocating among the Unit Owners any insurance proceeds received by the Association, the Association may adjust the proportionate share of such proceeds allocable to a Unit to reflect the matters which should be paid for by (and insured by) the Unit Owners.
- (ix) The Board shall conduct a periodic insurance review which may, at the option of the Board, include a replacement cost appraisal, without respect to depreciation, of all improvements constituting the Condominium property (with the exception of improvements not covered under the Master Policy) by one or more qualified persons. If a Unit Owner should replace an item covered under the Master Policy, said Unit Owner should use its best efforts to promptly inform the Association of such replacement and the costs thereof.
- (x) Every reasonable effort shall be made to secure insurance policies that will provide for the following:
 - (1) A waiver of subrogation by the insurer as to any claims against the Board, officers of the Association, Manager or Managing Agent, the Unit Owners, and the occupants;
 - (2) That the Master Policy cannot be cancelled, invalidated, or suspended by reasons of the conduct or actions of any one or more individual Unit Owners;

- (3) That the Master Policy cannot be cancelled, invalidated, or suspended by reason of the conduct of any Director, officer, or employee of the Association or its duly authorized Manager without a prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time therein within which the defect may be cured by the Association, its Manager, any Unit Owner or mortgagee;
 - (4) That any "other insurance" clause in the Master Policy exclude individual Unit Owners' policies and considerations;
 - (5) That notwithstanding any provisions of any policy which gives the carrier an option to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable by the carrier when the Association and the Unit Owners have voted for removal of the Condominium property from the provisions of Chapter 5311 as provided for in this Amended Declaration; and
 - (6) That the coverage of any policy shall not be terminated for nonpayment of premiums without at least ten (10) days' prior written notice to each holder of a first mortgage upon a Unit, provided that notice of the existence of such mortgage has been given to such carrier or carriers.
- (xi) The Master Policy may contain a deductible amount not exceeding ONE THOUSAND DOLLARS (\$1,000) unless the Board thereafter shall have adequate cash reserves or other reasonable arrangements for the self insurance of a deductible portion and amount in excess of the amount set forth herein.

(c) Damage and Destruction.

- (i) Adjustment of Loss; Determination of Cost. Immediately after the damage or destruction by fire or other casualty to all or any part of the Condominium property covered by the Master Policy, the Board thereafter or their duly authorized agents shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Such costs may include professional fees and premiums for bonds. Repairs or reconstruction, as used in this subparagraph, means repairing or restoring the Common Area, Limited Common Areas, and that portion of the Unit and improvements therein required to be covered under the Master Policy, to substantially the same condition in which it existed prior to the fire or other insured casualty. Each Unit Owner shall be deemed to have delegated, and does delegate upon acquisition of title to an ownership interest, to the Board thereafter, or their agent, his right to adjust with insurance companies all losses under the Master Policy.
- (ii) Responsibility for Restoration. Except as otherwise provided in Part (iii) below of this Subparagraph (c), in the event all or any part of the property which is required to be insured by the Association

under the Master Policy shall be damaged or destroyed, the Association shall cause the same to be restored substantially in accordance with the drawings, as provided in Subparagraph (d), below. Except as said Unit may be insured by the Association, each Unit Owner shall restore his Unit after any casualty, causing damage thereto.

- (iii) Election Not to Restore After Damage or Destruction; Sale of Condominium Property. In the event any damage to or destruction of the Common Areas and facilities renders fifty percent (50%) or more of the Units then comprised within the Condominium property untenable, the Unit Owners may, by vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, elect not to repair or restore such damaged part. Upon such election, all of the Condominium property shall be subject to an action for sale as upon partition at the suit of any Unit Owner. In the event any such sale or sale of the Condominium property after election, by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Areas and facilities. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released, or discharged.
- (d) Repairs and Restoration. Insurance proceeds shall be used by the Board thereafter, to defray the cost of repairs and restoration to the Common Area, Limited Common Area, and those portions of a Unit and improvements therein required to be covered under the Master Policy. If the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be distributed to the Unit Owners and their mortgagees as their interests may appear in accordance with their percentage interest in the Common Area. If the cost of such repairs exceeds the amount of such insurance proceeds, such excess may be provided either by means of a special assessment levied by the Board against all Unit Owners in proportion to each Unit Owner's share in the Common Area, or by means of an appropriation from a reserve maintenance fund, if any, or such other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Area, as the Board thereafter in its sole discretion may determine.
- (e) Responsibility of Unit Owner. Each Unit Owner shall repay and restore that portion of his Unit not covered under the Master Policy; provided, however, that the Board thereafter shall have the right to elect to perform or have performed certain or all of the repair or restoration work in respect to all or any damaged or destroyed Units. In such event, the Unit Owner shall make available to the Board insurance proceeds payable to the Unit Owner and any amounts in excess thereof necessary to complete said repair and restoration.
- (f) Waiver of Subrogation. Each Unit Owner and the occupant as a condition of accepting title and possession, or either one of such, of a Unit, and the Association agree, provided such agreement does not invalidate or prejudice any policy of insurance, that in the event the Condominium property

(including the Units and improvements within the Units), any part or parts of the Condominium property, or the fixtures or personal property of any such person located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance of any Unit Owner, occupant, of the Association, and the lessees or sublessees of any one of them, the rights, if any, of any one of them against any other, or against the employees, agents, licensees, or invitees of any one of them, with respect to such damage or destruction and with respect to any loss resulting therefrom, are hereby waived to the extent of the coverage of said insurance, notwithstanding the cause of such fire or other casualty, including negligence.

14. **MECHANIC'S LIENS.** No labor performed or materials furnished for use in connection with any Unit with the consent or at the request of an Owner or his agent or subcontractor, shall , create any right to file a statement of mechanic's lien against the Unit of any other Owner not expressly consenting to or requesting the same or against any interest in the Common Areas except as to the undivided interests therein appurtenant to the Unit of the Owner for whom such labor shall have been performed and such material shall have been furnished. Each Owner shall indemnify and hold harmless each of the other Owners from and against liability or loss arising from the claim of any lien against the Condominium Unit, or any part thereof, of any other Owner for labor performed or for materials furnished for and to the first Owner's Unit. At the written request of any Owner, the Association shall enforce such indemnity by collecting from the Owner of the Unit upon which the labor was performed and materials furnished, the amount necessary to discharge any such lien, including all costs incidental thereto, and obtain a discharge of the lien. Such collection shall be made by special assessment.
15. **EASEMENTS.**
 - (a) **Encroachments.** In the event that, by reason of the construction settlement, rising, or shifting of a building or by changes in position caused by repair or reconstruction of the condominium property, or any part thereof, any part of the Common Areas and facilities presently encroaches or shall hereafter encroach upon any part of a Unit or Units, or any part of a Unit presently encroaches or shall hereafter encroach upon any part of the Common Areas and facilities, or if by reason of the design or Construction of utility systems, any main pipes, ducts or conduits serving either any other Unit or more than one Unit presently encroaches' or shall hereafter encroach upon any part of any Unit, valid easements for such encroachment and for the maintenance of the same shall and by filing of the Amended Declaration are deemed to exist for the benefit of such Unit and the Common Area and facilities, as the case may be, so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Common Area and facilities if such encroachment occurred due to the willful conduct of said Owner.
 - (b) **Easement of Access for Repair, Maintenance and Emergencies.** The Owners of other Units shall have the irrevocable right, to be exercised by the Board thereafter as their agent, to have access to each Unit and to all Common Area from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Area located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Area or to another Unit or Units. The Board shall also have such right independent of any

agency relationship. .Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Area or as a result of emergency repairs within another Unit at the instance of the Association or of Owners shall be an expense of all the Owners; provided, however, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Board thereafter by Assessment pursuant to this Amended Declaration.

- (c) Owner's Right to Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to his Unit, and to any Limited Common Area designated for use in connection with his Unit, and shall have the right to the horizontal and lateral support of his Unit, and such rights shall be appurtenant to and pass with the title to each Unit.
- (d) Association's Right to Use of Common Area. The Association shall have a nonexclusive easement to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform to this Amended Declaration.
- (e) Easements Deemed Created. All conveyances of Condominium Units hereafter made shall be construed to grant and reserve such reciprocal easements as are provided for herein, even though no specific reference to such easements appears in any such conveyance.
- (f) Utility Easements. The Association may grant easements for any and all Utility purposes for the benefit of the Unit Owners and/or the Condominium property, including the right to install, lay, maintain, repair, and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, electrical conduits and wires, cable television conduits and wires, and/or to dedicate for public purposes any land over, under, along, on, or through any portion of the Common Area to those persons or Utilities or governmental authority to which the Association may in its sole discretion determine proper.
- (g) Easements to Run with Land. Each and every easement and right reserved, granted, created, or described herein are easements appurtenant, running with the land, in perpetuity and at all times shall inure to the benefit of and be binding upon all Unit Owners, the Association, and each person for whose benefits such easements have been created, and their respective heirs, administrators, executors, personal representatives, successors, assigns, and grantees, and their respective tenants, subtenants, guests, visitors, invitees, and customers. Each Unit Owner and his respective mortgagees by acceptance of a deed conveying the Unit or a mortgage encumbering such Unit, as the case may be, hereby irrevocably appoints the Association his Attorney-in-fact, coupled with an interest, and authorizes, directs, and empowers such Attorney, at the option of the Attorney, or either one of them, to execute, acknowledge, and record for and in the name of such Unit Owner and , his mortgagees such easements or other instruments as may be necessary to effect the foregoing, and each Unit Owner and mortgagee agrees to execute, acknowledge, and deliver any and all instruments in recordable form which may be necessary or desired by any beneficiary of

any such easement to effectuate and/or further manifest the easements and intents set forth in this paragraph. In the event of the removal of the Condominium property from the provisions of the Act, all rights and obligations under this, paragraph shall devolve pro rata upon the Owners of the property so removed and their successors in title, as tenants in common and any notice or action which was required to be made through the Association shall henceforth be made, to them individually and directly, it being the intent that removal of such property from the Act shall not terminate the easements and rights set forth herein.

- (h) Reference to Easements in Deeds. Failure to refer specifically to any or all of the easements and/or rights described in this Amended Declaration in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation, shall not constitute a default or failure to reserve said rights or easements but same shall be deemed conveyed or encumbered along with the Unit.
- (i) Easement, Utilities. All Units shall be subject to an easement for common utilities through such Unit.

16. ASSESSMENTS AND LIEN OF ASSOCIATION.

- (a) General. Assessments for the Common Expenses shall be made in the manner provided herein and in the By-Laws.
- (b) Division of Common Profits and Common Expenses. The Common Profits shall be distributed among, and the Common Expenses shall be Assessed against, the Unit Owner by the Association in accordance with the percentages of interest in the Common Area appertaining to the respective Units of the Unit Owners, as Set forth in Appendix B, attached to and made a part hereof, as same may be amended. Each Unit Owner shall pay his proportionate share of Assessments for the Common Expenses and any special Assessments levied against him in such manner and at such times as provided herein and in the By-Laws. Each Unit Owner warrants by acquisition or occupancy of his Unit that the percentage set forth in Appendix B opposite the designation of his Unit bears the same ratio to one hundred percent (100%) as the par value of his Unit on the date this Amended Declaration is filed for record bore to the total par value of all Units in the Condominium property on the date this Amended Declaration was filed for record.
- (c) Non-Use of Facilities. No Owner of a Unit may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas and facilities or by the abandonment of his Unit.
- (d) Lien of Association. The Association shall have a lien upon each Unit Owner's Unit and interest therein for the payment of all Assessments (as defined to include "other charges" in Paragraph 1(a) of this Amended Declaration), against such Unit which remain unpaid for ten (10) days after the same have become due and payable, from the time a certificate therefor, subscribed by the President or Secretary of the Association, is filed with the Recorder of Wayne County, Ohio, pursuant to authorization given by the Board. Such certificate shall contain a description of the Unit, the name or names of the record Owner or Owners thereof and the amount of Such unpaid portion of the Assessments. Such lien shall remain Valid for a period

of, five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the Court in an action brought to discharge such lien as hereinafter provided. In addition, the Owner of the Unit and any occupant thereof shall be personally liable for such expenses chargeable for the period of his ownership or occupancy.

- (e) Priority of Association's Lien. The lien provided for in Subparagraph (d) of this paragraph shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and Assessments and the lien of a bona fide first mortgage which has been theretofore filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association after authority shall have been obtained from the Board. In any such foreclosure action, the Owner or Owners of the Unit affected shall be required to pay a reasonable rental for such Unit during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Declarant or Association shall be entitled to become a purchaser at the foreclosure sale. The provisions of the paragraph entitled "Sale, Leasing or Other Transfer-Right of First Refusal" shall be applicable to any such purchase by the Association.
- (f) Dispute as to Assessments for Common Expenses. Any Unit Owner who believes that the Assessments levied against him or his Unit, for which a certificate of lien has been filed have been improperly determined may bring an action in the Common Pleas Court of Wayne County, Ohio, for discharge of all or any portion of said lien.
- (g) Non-Liability of Foreclosure Sale Purchaser for Past Due Assessments. Where the mortgagee of a first mortgage of record acquires a Unit or interest therein as a result of foreclosure of the first mortgage or by the acceptance of a deed in lieu of foreclosure, such mortgagee, its successors and assigns, shall not be liable for the Assessments levied against or imposed upon such Unit which were levied prior to the acquisition of such Unit by such mortgagee, its successors and assigns. Any funds received on the judicial sale of the Unit in excess of the first mortgage lien, the court costs, and the real estate taxes and assessments, shall, however, be paid over to the Association, to the extent of the unpaid Assessments due to the Association. The Owner or Owners of a Unit prior to the judicial sale thereof shall be and remain personally and primarily liable, jointly and severally, for the Assessments against the judicially sold Unit up to the date of the judicial sale; but any unpaid part of the Assessments shall be deemed to be Common Expenses and shall be assessed and levied against all of the Unit Owners including the Owner of the unit foreclosed, his heirs, successors or assigns, at the time of the first assessment next following the acquisition of title by such mortgagee, its successors or assigns.
- (h) Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid Assessments up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board setting forth the amount of all unpaid Assessments against the grantor due the Association,

and such grantee shall not be liable for nor shall the Unit conveyed be subject to a lien for, any unpaid Assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement. As used in this paragraph "grantor" shall include a decedent and "grantee" shall include a legatee or intestate heir of said decedent.

17. CONDEMNATION. Whenever all or any part of the Condominium Property shall be taken by an authority having the power of condemnation or eminent domain, each Unit Owner shall be entitled to notice thereof. Each Unit Owner hereby designates and appoints the Association, and any duly authorized agent of the Association, as his exclusive agent to handle, negotiate, settle, and conduct all matters, proceedings, and litigation incident to such taking, and the Association shall have the power and authority to do so. In the event that all of the condominium property is taken by eminent domain or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium ownership pursuant thereto shall terminate. The condemnation award shall be apportioned among the Owners in proportion to the respective percentage interest in Common Areas as set forth in Appendix B hereof, as said percentage interest may be modified from time to time hereafter. Such shares shall be paid into separate accounts and disbursed as soon as practicable.

In the event that less than all of the Condominium property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the condemnation award between compensation; damages, or other proceeds, and shall apportion the amounts so allocated among the Owners, as follows: (a) the total amount allocated to taking of or injury to the Common Area shall be apportioned among Owners in proportion to their respective undivided interests in the Common Area, (b) the total amount allocated to severance damages shall be apportioned to those Units which were not taken or condemned, (c) respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within his own Unit shall be apportioned to the particular Unit involved, and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable under the circumstances. If an allocation of the condemnation award is already established in negotiation, judicial decree, or otherwise, then in allocating the condemnation award the Association shall employ such allocation to the extent it is Relevant and applicable. Distribution of apportioned proceeds shall be made by checks payable jointly to the Respective Owners and their respective mortgagees, as their interests may appear.

In the event a partial taking results in the taking of a completed Unit, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the ownership, voting rights, and assessment ratio determined in accordance with this Amended Declaration according to the same principles employed in this Amended Declaration at its inception and shall submit such reallocation to the Owners of remaining Units for amendment of this Amended Declaration and the amendment to this Amended Declaration shall be filed as required by law.

Any reconstruction and repair necessitated by condemnation shall be governed by the processes specified in the paragraph entitled "Insurance and Voting in the Event of Damage or Destruction".

18. REHABILITATION AND RENEWAL OF OBSOLETE PROPERTY. The Association may, by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power, determine that the Condominium property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a Common Expense. In consideration of the conveyance to the Association of his Unit, subject to any such liens and encumbrances hereinafter referred to, any Unit Owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the President of the Association within five (5) days after receiving notice of such vote, to receive the fair market value of his Unit, plus such Owner's pro rata share of any Common Profits accrued to the date of such vote, less the sum of the following:

- (a) The amount of any liens and encumbrances thereon as of the date such vote is taken;
- (b) The amount of any liens and encumbrances arising out of actions of said Unit Owner filed during the period from the date of such vote to the date of conveyance;
- (c) The amount of any liens and encumbrances thereafter arising because of unpaid Assessments accruing prior to date of such vote;
- (d) The amount of any Common Expense accruing prior to the date of such vote, whether assessed or not assessed.

In the event of such election, such conveyance and payment of the consideration therefor, which shall be a Common Expense to the Unit Owners who have not so elected, shall be made within thirty (30) days thereafter, and, if such Owner and a majority of the Board of the Association cannot agree upon the fair market value of such Unit, such determination shall be made by the majority vote of three appraisers, one of which shall be appointed by such Unit Owner, one of which shall be appointed by the Board, and the third of which shall be appointed by the first two appraisers.

19. REMEDIES FOR BREACH OF COVENANTS AND CONDOMINIUM RULES. The violation of any restriction or condition or Condominium Rule or the breach of any covenant or provision contained in this Amended Declaration or in the By-Laws of the Association attached hereto as Appendix C shall give the Board in addition to the rights hereinafter set forth in this paragraph, and in addition to any other rights or remedies in law or in equity, the right:

- (i) To enter upon the land or Unit or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions of this Amended Declaration and the By-Laws of the Association, and the Board, or its agents, shall not be thereby deemed guilty in any manner of trespass; or
- (ii) To enjoin, abate, or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any breach; or
- (iii) To take legal action to recover damages.

20. WAIVER. The failure of the Board to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Amended Declaration or of the By-Laws, or to exercise any right herein or therein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future, of such term, covenant, condition, restriction, or right, but such term, covenant, condition, restriction, or right shall remain in full force and effect. The receipt by the Board of any Assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board, as the case may be.
21. ENFORCEMENT. Each Owner shall comply strictly with the provisions of this Amended Declaration, the By-Laws and the Condominium Rules as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Amended Declaration, By-Laws, and Condominium Rules, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board on behalf of the Owners, or in a proper case, by an aggrieved Owners.
22. THE CONDOMINIUM ASSOCIATION. The Board following the formation of the Association shall have the right to incorporate the Association as an Ohio non-profit corporation by filing Articles of Incorporation which shall not conflict with this Amended Declaration and the By-Laws.
23. PERSONAL PROPERTY. The Board may acquire and hold, for the benefit of the Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such personal property shall be owned by the Owners in the same proportion as their respective interests in other Common Areas. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property, whether or not such personal property is specifically mentioned therein.
24. AMENDMENT OF AMENDED DECLARATION AND BY-LAWS. This Amended Declaration and the By-Laws may be amended upon the filing for record with the Recorder of Wayne County, of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by the Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association. Such amendment must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and its attached exhibits are recorded and must contain an affidavit by the President of the Association that a copy of the amendment has been mailed by certified mail or hand delivered to all first mortgagees having bona fide first mortgage liens of record against any Unit ownership. No amendment shall have any effect, however, upon a bona fide first mortgagee until the written consent to such amendment of such mortgagee has been secured. Such consents shall be retained by the Secretary of the Association and his certification in the instrument of amendment as to the names of the consenting and nonconsenting mortgagees of the various Unit shall be sufficient for reliance by the general public. If less than all Mortgagees consent to an amendment to this Amended Declaration and/or the By-Laws attached hereto said amendment or modification shall nevertheless be valid among the Unit Owners, inter sese, provided that the rights of a nonconsenting first mortgagee shall not be derogated thereby.

Notwithstanding anything contained herein to the contrary, no provision in this

Amended Declaration or the By-Laws attached hereto may be changed, modified, or rescinded, which, after such change, modification or rescission would conflict with the provisions of Chapter 5311, Ohio Revised Code, nor may any amendment change the percentage interests set forth in Appendix B without the prior written approval of all Unit Owners of Units whose percentage interests are being changed and their first mortgagees.

25. NOTICES.
- (a) Notices to Association. Except where otherwise herein expressly provided to the contrary, notices required to be given to the Board or the Association shall be in writing and shall be delivered to any two members of the Board or to the President or Secretary of the Association, either personally or by certified or registered mail, return receipt requested, with postage prepaid, delivered or addressed to such members or officers at his residence
- (b) Notice to Unit Owners. Unless otherwise expressly provided herein to the contrary, any notices required or desired to be given to Unit Owners or to any one or more of them shall be in writing and shall be deemed to have been effectively given if it shall have been (i) delivered personally to the Unit Owner or Unit Owners (if there be more than one person owning a single Unit, a notice given to any one of such several persons shall be deemed to have been given personally to all of the persons own. in an interest in such Unit), (ii) placed beneath the front door of the Unit (it shall then be deemed to have been given to all persons owning an interest in such Unit), or (iii) sent by certified or registered mail, return receipt requested, with postage prepaid, addressed to the Unit Owner (or anyone of them) at the mailing address of his Unit.
26. GENDER. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.
27. INTERPRETATION. The provisions of this Amended Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project.
28. PERPETUITIES. If any of the options, privileges, covenants, or rights created by this Amended Declaration shall be unlawful or void for violation of any rule against perpetuities or any analogous provision or any rule or restrains on alienation of any other statutory or common law rules composing time limitations and such provision shall continue in effect for only twenty-one (21) years after the death of the last survivor of the now living descendants of Jimmy Carter, former United States President.
29. SEVERABILITY. The invalidity of any covenant, restriction, condition, term, litigation, or any other provision of this Amended Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Amended Declaration. The *cy pres* rule shall be applied in all cases where any covenant, restriction, condition, limitation, term, or other provision of this Amended Declaration or of any part thereof is found to be illegal or impossible of being given literal effect.
30. COVENANTS TO RUN WITH THE LAND. Each grantee, lessee, or contractee of any interest whatsoever in any part of the Condominium property, by the acceptance of a deed of conveyance, lease, contract in respect to any interest in any

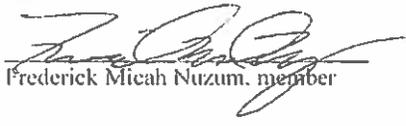
part of the Condominium property accepts the same subject to all restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction, rights and powers created or reserved by this Amended Declaration, all rights, benefits and privileges of every character hereby granted, created, reserved, or declared in all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the Condominium property, and shall inure to the benefit of such person in like manner as though the provisions of this Amended Declaration were recited and stipulated at length in each and every deed, lease, and contract.

31. TERMINATION. Except with respect to the perpetual easements as set forth in the paragraph of this Amended Declaration entitled "Easements", upon the removal of the Condominium property from the provisions of the Act, all covenants and other rights, benefits, privileges, impositions, and obligations declared herein to run with the land or any ownership interest or interest therein shall terminate and be of no further force or effect.
32. HEADINGS. The headings to each Paragraph and each Subparagraph hereof are inserted only as a matter of convenience for reference and in no way define, limit, or describe the scope or intent of this Amended Declaration or in any way affect this Amended Declaration.

IN WITNESS WHEREOF, the undersigned have executed this Amended Declaration this 21 day of March, 2024.

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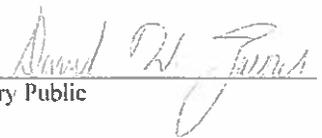
YLime Holdings, LLC,
an Ohio Limited Liability Company:

By: 
Frederick Micah Nuzum, member

STATE OF OHIO, COUNTY OF WAYNE, SS:

Before me, a Notary Public, in and for said county and State, personally appeared the above-named YLime Holdings, LLC., an Ohio limited liability company, by Frederick Micah Nuzum, its member, who acknowledged that he did sign the foregoing instrument and that it is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Windsor, Ohio, this 21st day of March, 2024.


Notary Public



David W. Zacour,
Attorney-at-Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 O.R.C.

Blair Leasing, Ltd.,
an Ohio Limited Liability Company:

By: Mark J. Yanke Manager
Mark J. Yanke, manager

STATE OF OHIO, COUNTY OF WAYNE, SS:

Before me, a Notary Public, in and for said county and State, personally appeared the above-named Blair Leasing, Ltd., an Ohio limited liability company, by Mark J. Yanke, its manager, who acknowledged that he did sign the foregoing instrument and that it is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Wesley, Ohio, this 21st day of March, 2024.

David W. Zacour
Notary Public



David W. Zacour,
Attorney-at-Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 O.R.C.

Super Veal, Inc., an Ohio for-profit corporation:

By: Richard L. Wade
Richard L. Wade, its president

STATE OF OHIO, COUNTY OF WAYNE, SS:

Before me, a Notary Public, in and for said county and State, personally appeared the above-named Super Veal, Inc., an Ohio for-profit corporation, by Richard L. Wade, its president, who acknowledged that he did sign the foregoing instrument and that it is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Wooster, Ohio, this 21st day of March, 2024.

David W. Zacour
Notary Public



David W. Zacour,
Attorney-at-Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 O.R.C.

This instrument prepared by:
David W. Zacour, Esq.
Taggart Law Firm, L.P.A.

APPENDIX A

THE LAND OF THE CLEVELAND CENTRE CONDOMINIUM

Parcel No. 1:

Situated in the City of Wooster, County of Wayne and State of Ohio: And more fully described as follows: Known as being Lot No. 68 in the Rolling Acres Allotment in the northwest part of the Southwest Quarter of Section 27, Township 16, Range 13, Wayne Township, Wayne County, Ohio, as shown on the plat of said Allotment recorded in Volume 4, Page 234 in the record of Plats of Wayne County Recorder.

Parcel No. 2:

Situated in the City of Wooster, County of Wayne and State of Ohio: Known as being Lot Number 69 in the Rolling Acres Allotment of part of the Southwest Quarter of Section 27, Township 16, Range 13 as shown by the recorded plat in Volume 4 of Maps, Page 233.

APPENDIX B

PERCENTAGE OF INTEREST
IN COMMON AREA
CLEVELAND CENTRE CONDOMINIUM

<u>UNIT DESIGNATION</u>	Percentage of Interest in Common Areas and Facilities, Percentage Representation for Voting Purposes in the Condominium Association and Percentage of Interest in Common Profits and of Common Expenses
1	12.500
2	12.500
3	12.500
4	12.500
5	12.500
6	12.500
7	12.500
8	<u>12.500</u>
	TOTAL 100.00

BY-LAWS

ARTICLE I

PURPOSE AND DEFINITIONS

Section 1.

Purpose

The within By-Laws are executed and annexed to the Amended Declaration of CLEVELAND CENTRE CONDOMINIUM pursuant to the Ohio Condominium Act, Ohio Revised Code Chapter 5311. Their purpose is to provide for the establishment of a Unit Owners' Association for the government of said Condominium property in the manner provided by said Amended Declaration and by these By-Laws.

Section 2.

Definitions

Certain of the terms used in these By-Laws have been defined in the Amended Declaration and, when used herein, shall have the same meaning as set forth in the Amended Declaration, unless the context clearly indicates a different meaning therefore.

ARTICLE II

THE ASSOCIATION

Section 1.

Form of Association

The Association shall be a non-profit unincorporated Association unless either the Board shall elect to incorporate the Association by filing Articles of Incorporation not in conflict with these By-Laws or the Amended Declaration.

Section 2.

Membership

Each Unit Owner upon acquisition of fee simple title to a Unit shall automatically become a Member of the Association. Such membership shall terminate upon the sale or other disposition by such Member of his Unit, at which time the new Owner of his Unit shall automatically become a Member of the Association.

Section 3.

Name of the Association

The Association shall be called CLEVELAND CENTRE CONDOMINIUM ASSOCIATION.

ARTICLE III

VOTING STIPULATIONS

Section 1.

Voting

Voting shall be on a percentage basis and the percentage of the vote to which the Owner is entitled is the percentage assigned to the Unit or Units as set forth in Appendix B of the Amended Declaration. There shall be one and only one voting member for each Unit in CLEVELAND CENTRE CONDOMINIUM. Such voting member may be the Owner or the group composed of all the Owners of a Unit ownership, or may be some person who need not be an Owner. Such designation shall be made in writing to the Board of Managers (hereinafter referred to as the "Board") of the Association, and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners so designating. Any or all of such Owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy.

Section 2.

Majority

As used in these By-Laws the term "majority of Owners" shall mean those Owners holding in excess of 50% of the votes in accordance with the percentages assigned in the Amended Declaration.

Section 3.

Quorum

Except as otherwise provided in By-Laws, the presence in person or by proxy of a "Majority of Owners" as defined in SECTION 2 of this Article shall constitute a quorum.

Section 4.

Proxies

Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Secretary before the appointed time of each meeting. The person appointed as a proxy need not be a Member of this Association. Each proxy shall be revocable at any time by actual notice to the Secretary of the Association.

ARTICLE IV

ADMINISTRATION

Section 1.

Place of Meetings

Meetings of the Association shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Board.

Section 2.

Annual Meeting

The first annual meeting of the Association shall be the organizational meeting and shall be held at the time set forth for organization of the Association as set forth in the Amended Declaration. Thereafter, there shall be an annual meeting held in the first calendar quarter of each year, on a date and at an hour established from time to time, by the Board.

Section 3.

Special Meetings

It shall be the duty of the President or, in case of the President's absence, death, or disability, the officer authorized to exercise the authority of the President, to call a special meeting of the Owners as directed by resolution of the Board or upon a petition signed by a majority of the Owners representing over fifty percent (50%) of the voting rights and presented to the Secretary. Said special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Amended Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the voting members having over fifty percent (50%) of the total votes. Said notice must be delivered not less than ten (10) days prior to the date fixed for said meeting. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of two-thirds (2/3) of the Owners present, either in person or by proxy.

Section 4.

Notice of Meetings

It shall be the duty of the Secretary to hand deliver to the Unit of each Owner or to mail a notice of each annual or special meeting to the Unit of each Owner, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at least ten (10) days prior to such meeting. The delivery by hand or mailing of a notice in the manner provided in this SECTION shall be considered notice served.

Section 5.

Adjourned Meetings

If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6.

Actions Without a Meeting

All actions, except removal of a Board member, which may be taken at a meeting of the Association may be taken without a meeting with the approval of and in a writing or writings signed by Members of the Association having the percentage of voting power required to take such action if the same were taken at a meeting; provided, that not less

than the majority of the voting membership, both in number and in percentage of voting power, signed the writing. Such writings shall be filed with the Secretary of the Association.

ARTICLE V

BOARD OF MANAGERS

Section 1.

Number and Qualification

The affairs of the Association shall be governed by a Board of Managers, consisting of three (3) members. All persons elected to the Board of Managers by members of the Association must be Unit Owners.

The terms of the three (3) Board members shall be staggered, so that the term of one period of Board members will expire and successors be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the one (1) Board member whose term then expires shall be elected to serve a three (3) year term. Therefore, at the meeting of the Association held after the happening of the earlier of the two occurrences referred to herein at which time all members of the Board shall be elected by the members of the Association. One (1) member of the Board shall be elected for a term of one (1) year, one (1) shall be elected for a term of two (2) years, and one (1) shall be elected for a term of three (3) years. From that date forward, any members of the Board shall be elected for terms of three (3) years each.

Only persons nominated as candidates shall be eligible for election as Managers and candidates receiving the greatest number of votes shall be elected. 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 Amended Declaration. Cumulative voting is not permitted.

Nominations for the election of members of the Board to be elected by the Unit Owners shall be made from the floor at the meetings.

Section 2.

Vacancies

Vacancies in the Board caused by any reason other than the removal of a Member by a vote of the Association shall be filled by vote of the majority of the remaining Members, even though they may constitute less than a quorum; and each person so elected shall be a Member until a successor is elected at the next annual meeting of the Association.

Section 3.

Removal of Members

At any regular or special meeting duly called, any one or more of the Members may be removed with or without cause by a vote for removal of not less than two-thirds (2/3rds) of the voting power of the Owners, as provided in the Amended Declaration, and a successor may then and there be elected to fill the vacancy thus created. Any Member whose removal has been proposed by the Owners shall be given an opportunity to be heard

at the meeting. Failure to elect a Member to fill the unexpired term of any Member removed shall be deemed to create a vacancy on the Board.

Section 4.

First Meeting of the New Board

The first meeting of a newly elected Board shall be held within ten (10) days of election at such place as shall be fixed by the Managers at the meeting at which such Managers were elected, and no notice shall be necessary to the newly elected Managers in order legally to constitute such' meeting, providing a majority of the whole Board shall be present.

Section 5.

Regular Meetings

Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board, but at least two (2) such meetings shall be held during such calendar year. Notice of regular meetings of the Board shall be given to each Manager personally or by mail, telephone, or telegraph, at least three (3) days prior to the day named for such meetings. At such meetings, any and all business within the power of the Managers may be transacted.

Section 6.

Special Meetings

Special meetings of the Board may be called by the President or, in case of the President's absence, death or disability, the Manager authorized to exercise the authority of the President, on three (3) days notice to each Manager, given personally or by mail, telephone, or telegraph, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Managers.

Section 7.

Waiver of Notice

Before or at any meeting of the Board, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 8.

Quorum

At all meetings of the Board, a majority of the Managers shall constitute a quorum for the transaction of business, and the acts of the majority of the Managers present at a meeting at which a quorum is present shall be by the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which

might have been transacted at the meeting as originally called may be transacted without further notice.

Section 9.

Action Without a Meeting

Any action required to be taken, or any action which may be taken, at a meeting of the Managers, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Managers entitled to vote with respect to the subject matter thereof.

Section 10.

Compensation

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

Section 11.

Voting Power

Except as otherwise provided in the Condominium organization documents, or by law, vote of a majority of the Board members 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 12.

Fidelity Bonds

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

ARTICLE VI

OFFICERS

Section 1.

Designation

The principal officers of the Association shall be a President, a Vice President, a Secretary-Treasurer, all of whom shall be elected by and from the Board. Each such officer shall hold office during the pleasure of the Board and perform such duties as the Board may prescribe.

Section 2.

Election of Officers

The officers of the Association shall be elected annually by the Board at the first meeting of each new Board.

Section 3

Removal of Officers

Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Managers, or at any special meeting of the Board called for such purpose.

Section 4.

President

The President shall be the Chief Executive Officer of the Association. He shall have all of the general powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. He shall have authority to sign all contracts, notes, and other instruments requiring his signature and shall have all the powers and duties as the Board may from time to time assign to him.

Section 5.

Vice President

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

Section 6.

Secretary-Treasurer

The Secretary-Treasurer shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board may direct, and he shall, in general, perform all the duties incident to the office of Secretary-Treasurer and such duties as the Board may prescribe. A copy of such minutes shall be posted in a place designated by the Board.

The Secretary-Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by the Board and he shall perform such other duties as from time to time may be assigned to him by the Board.

Section 7.

Duties of Officers May Be Delegated

In the absence of any officer of the Association, or for any other reason the Board may deem sufficient, the Board may delegate the powers or duties,, or any of them, to such officer, to any Manager, or to the Managing Agent.

ARTICLE VII

MAINTENANCE AND REPAIR

Section 1.

Maintenance and Repair

(a) The Board or the Management Agent, if one is employed, shall have the authority either to hire permanent employees or to contract specifically for the performance of ordinary repairs and maintenance, or to do both, and to purchase the tools and implements used in repair, maintenance, gardening, and snow removal. The execution of a management agreement with a managing agent or management company which authorizes or requires the managing or management company to perform certain duties shall be deemed to be a delegation and authorization to such managing agent or management company of such duties and of such power and authority necessary to carry out such duties.

(b) Every Owner must perform promptly all maintenance and repair work within his own Unit, which if omitted would affect the project in its entirety or in a part belonging to other Owners, said Owner being expressly responsible for the damages and liabilities that his failure to do so may engender.

ARTICLE VIII

COMMON EXPENSES AND PROFITS

Section 1.

Common Expenses

The cost of maintenance and repair of Common Area, landscaping, snow removal, hazard, liability, and other insurance, salaries, and fees of Management Agent and employees, utilities not separately metered to individual Units, the cost of tools and equipment, bonding fees, and all other charges, deemed necessary or appropriate, to the proper functioning of the Condominium Project shall be deemed to the Common Expenses. The cost of such Common Expenses shall be defrayed by assessments levied against the Units in the manner set forth below.

Section 2.

Common Profits

Any revenue derived from the Common Area in excess of the Common Expenses shall be divided pro rata among the Unit Owners, added to a reserve fund, or credited to reduce Assessments, as the Board may determine. The Board is authorized, notwithstanding anything in this Article to the contrary, to adopt any such Condominium Rules which will permit the Association to qualify for any treatment under the United States Internal Revenue Code, as said Code may be amended from time to time, which in the opinion of the Board shall be advantageous to the Association.

ARTICLE IX

ASSESSMENTS

Section 1.

Obligation of Owners to Pay Assessments

It shall be the duty of every Unit Owner to pay his proportionate share of the Common Expenses. Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Area as set forth in Appendix B of the Amended Declaration. Payment thereof shall be in such amounts, and at such times, as may be determined by the Board in accordance with these By-Laws.

Section 2.

Preparation of Estimated Budget

On or before the 15th day of December of each year, the Board shall estimate the total amount necessary to pay the Common Expenses for the next calendar year together with reasonable amounts for reserves if so determined by the Board, and other amounts necessary or required in the operation of the Condominium as authorized by the Amended Declaration including these By-Laws. On or before December 15 following the organizational meeting and each year thereafter, the Board shall notify each Owner in writing of the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Unit Owners according to each Owner's percentage of interest in the Common Area as set forth in Appendix B, and as may be modified as authorized in the Amended Declaration. On or before January 1 of the ensuing year, and the first of each and every month of said year, each Unit Owner shall be obligated to pay to the Association or as it may direct one-twelfth (1/12th) of the Assessment made pursuant to this Section. If the "estimated cash requirement" proves inadequate for any reason, including the nonpayment by any Unit Owner of his Assessment, the Association may at any time prepare an adjusted estimate and levy an additional Assessment, which shall be assessed to Unit Owners in proportion to each Unit Owner's percentage of interest in the Common Area. The Association shall give written notice of any such additional Assessment to all Unit Owners stating the amount thereof, the reasons therefor, and time when the same shall be effective, which shall not be less than ten (10) days after the mailing of such notice, or, if the same is not mailed, the delivery thereof. All Owners shall be obligated to pay the monthly amount as adjusted. Any amount collected by the Association in excess of the amount required for the actual expenses and reserves in any year shall be either credited promptly after the same has been determined according to each Unit Owner's percentage interest in the Common Area, to the monthly installments next due from Unit Owners under the current year's estimate or distributed to the Unit Owners as a Common Profit. Any deficiency shall be added, according to each Unit Owner's percentage of ownership in the Common Area, to the installments due in the succeeding six (6) months after rendering of the accounting.

Section 3.

Failure to Prepare Annual Budget

The failure or delay of the Association to prepare or serve the annual or adjusted estimate on any Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay his share of the Common Expenses, including, without limitation, the maintenance cost and necessary reserves, as herein provided, whenever the time shall be determined, and in the absence of any annual estimate or adjusted estimate,

each Unit Owner shall continue to pay a Monthly Assessment at the then existing monthly rate established for the previous period until the amount of the Monthly Assessment is changed as herein provided.

Section 4.

Reserve Fund

From time to time the Board may determine to levy a special assessment against each Unit Owner or subsequent original purchaser for the purpose of establishing a reserve for capital improvements and major capital replacements (such as major roof repairs, replacement or paving, etc.). Such assessment shall be maintained in a reserve fund for those purposes. Upon the sale of a Unit by any Unit Owner such Unit Owner shall have no right to any portion of the funds in the reserve account, nor shall such Unit Owner have any claim against the Association with respect thereto.

Section 5.

Status of Funds Collected by Association

All funds collected hereunder shall be held and extended solely for the purposes designated in the Amended Declaration, including these By-Laws, and (except for special assessments as may be levied hereunder against less than all the Unit Owners, and for such adjustments as may be required to reflect delinquent or Prepaid Assessments) shall be deemed to be held for the use, benefit, and account of all Unit Owners in proportion to each Unit Owner's percentage of ownership in the Common Area.

Section 8.

Lien of Unpaid Assessments

Unpaid assessments shall be a lien upon the Unit in the manner specified in the Amended Declaration. The Board may charge interest as provided in the Amended Declaration.

Section 9.

Remedies for Failure to Pay Assessments

If a Unit Owner is in default in the payment of any charges or assessments for ten (10) days, the Association upon authorization of the Board may bring suit to enforce collection thereof or to foreclose the lien thereof as provided in the Amended Declaration, and reasonable attorneys' fees. The amount of any delinquent and unpaid charges or Assessments, and interest, costs, and fees as above provided shall constitute a lien (as set forth above) and may be foreclosed by an action brought by the Association if authorized by the Board. As provided in the Amended Declaration, the Board, acting on behalf of consenting Unit Owners, shall have the power to bid in the interest so foreclosing at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.

Section 10.

Additions, Alteration, or Improvements by Board

Whenever in the judgment of the Board the Common Area and facilities shall require additions, alterations, or improvements (as opposed to maintenance, repair, and replacement as set forth in the Amended Declaration) costing in excess of THREE

THOUSAND DOLLARS (\$3,000.00) and the making of such additions, alterations, or improvements shall have been approved by Unit Owners entitled to exercise not less than a majority of the voting power, the Board shall proceed with such additions, alterations, or improvements and shall assess all Unit Owners for the cost thereof as Common Expense. Any additions, alterations, or improvements costing THREE THOUSAND DOLLARS (\$3,000'00) or less may be made by the Board without approval of the Unit Owners, and the cost thereof shall constitute part of the Common Expense.

Section 11.

Special Services

The Association may arrange for special services and facilities for the benefit of such Unit Owners and occupants as may desire to pay for same, including, without limitation, the cleaning repair, and maintenance of Units and special recreational, educational, or special medical facilities available to specific occupants. The cost of any such special services or facilities shall be determined by the Association and may be charged directly to participating Unit Owners or paid through a special assessment levied against such participating Unit Owners.

ARTICLE X

MORTGAGE

An Owner who mortgages his Unit shall notify the Association through the Management Agent, if any, or the President of the Board in the event there is no Management Agent of the name and address of his mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Units".

ARTICLE XI

GENERAL PROVISIONS

Section 1.

Right of Entry

(a) An Owner shall grant the right of entry to the Management Agent or to any other person authorized by the Board or the Association in case of any emergency originating in or threatening his Unit, whether the Owner is present at the time or not. The Association reserves the right to retain a passkey to each Unit, and no locks or other devices shall be placed on the doors to any Unit to obstruct access through the use of such passkey. The Association shall further have the right to enter any Unit for the purpose of construction, maintenance, repair, or service of any Common Areas and facilities or Limited Common Areas located within the boundaries of the Unit or accessible by or through such Unit or any portion thereof for which the Association is responsible. The Association or their agents may likewise enter any balcony or patio for the purpose of construction, maintenance, repair, or painting.

(b) An Owner shall permit other Owners or their representatives, when so required to enter his Unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of emergency, such right of entry shall be immediate.

Section 2.

Books and Records

The Unit Owners' Association shall keep correct and complete books and records of account, specifying the receipts and expenditures relating to the Common Areas and facilities and other common receipts and expenses, together with records showing the allocation, distribution, and collection of the common profits, losses, and expenses among and from the Unit Owners; minutes of the proceedings of the Unit Owners and Board of Managers and records of the names and addresses of the Unit Owners and their respective percentages of interest in the Common Areas and facilities.

Section 3.

Rules and Regulations

The Association, by the affirmative vote of the Members entitled to exercise a majority of the voting power of the Association, or the Board, by a vote of a majority of the authorized number of Managers, may adopt such reasonable rules and regulations and from time to time amend the same supplementing the rules and regulations set forth in the Amended Declaration and these By-Laws as it or they may deem advisable for the operation, use, maintenance, conversation, and beautification of the Condominium Property or any portion thereof, or for the health, comfort, safety, and general welfare of the Unit Owners and Occupants of the Condominium Property. Written notice of such Condominium Rules shall be given to all Unit Owners and Occupants, and the Condominium Property shall at all times be maintained subject to the Condominium Rules.

Section 4.

Declarant's Rights Pending First Organizational Meeting

Until such time as the first organizational meeting shall be held and a Board shall have been elected, the powers, rights, duties, and functions of the Association and the Board, including, without limitation, the power to determine the amount of and levy Assessments and reserves, shall be exercised by the Declarant.

Section 5.

Severability

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

Section 6.

Ratification

All present or future Owners or tenants or their employees or occupants shall be subject to the regulations set forth in the Amended Declaration and in these By-Laws. The mere acquisition or rental of any of the Units located within the Condominium Property described in the Amended Declaration, or the mere act of occupancy of any of said Units will constitute acceptance and ratification of the Amended Declaration and of these By-Laws. In the event of any conflict or inconsistency between any Condominium Rule and

these By-Laws or the Amended Declaration, it is agreed that the provisions of the By-Laws and the Amended Declaration shall apply.

Section 7.

Conflict Between Declaration and By-Laws

In the event of conflict or inconsistency between any of the provisions of the Amended Declaration and of these By-Laws, it is hereby agreed that the provisions of the former shall apply.

Section 8.

Construction of Provisions

The provisions of these By-Laws shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class Condominium development.

ARTICLE XII

FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

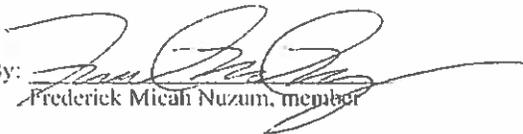
ARTICLE XIII

AMENDMENTS

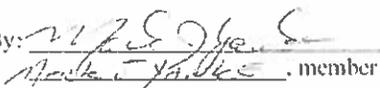
Any modification or amendment of these By-Laws shall be made only by means of an amendment to the Amended Declaration, in a manner and subject to the approvals, terms, and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is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

IN TESTIMONY WHEREOF, the undersigned, being the sole members of the Association, have caused these By-Laws to be duly adopted on or as of the 21 day of March, 2024.

YLime Holdings, LLC,
an Ohio Limited Liability Company:

By: 
Frederick Micah Nuzum, member

Blair Leasing, Ltd.,
an Ohio Limited Liability Company:

By: 
_____, member

Super Veal, Inc., an Ohio for-profit corporation:

By: Richard L. Wade
Richard L. Wade, its President