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Summit Fiscal Officer KRISTEN M. SCALISE, CPA, CFE

Recording Fee: \$686.00 Recorded 10/27/2025 02:23:39 PM

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
ROCKPORT COLONY CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR ROCKPORT COLONY CONDOMINIUMS RECORDED AT OR 1244, PAGE 860 ET SEQ. OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR ROCKPORT COLONY CONDOMINIUMS WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

10/27/2025

W. Hafner

DATED: _____

BY: _____

FISCAL OFFICER

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
ROCKPORT COLONY CONDOMINIUMS

RECITALS

A. The Declaration of Condominium Ownership for Rockport Colony Condominiums (the "Declaration") and the Bylaws of Rockport Colony Condominium Owners Association, Inc. (the "Bylaws"), Exhibit D to the Declaration, were recorded at Summit County Records, OR 1244, Page 860 et seq.

B. This Amended and Restated Declaration of Condominium Ownership for Rockport Colony Condominiums (the "Amended and Restated Declaration") incorporates the Declaration and Bylaws, the First Amendment to the Declaration recorded on July 30, 1993, at Official Record Volume 1397, Page 422 et seq., the Second Amendment to the Declaration recorded on October 15, 1993, at Official Record Volume 1480, Page 478 et seq., the Third Amendment to the Declaration recorded on December 22, 1993, at Official Record Volume 1561, Page 828 et seq., the Fourth Amendment to the Declaration recorded on April 22, 1994, at Official Record Volume 1659, Page 1322 et seq., the Fifth Amendment to the Declaration recorded on August 26, 1994, at Official Record Volume 1747, Page 894 et seq., the Sixth Amendment to the Declaration recorded on December 1, 1994, at Official Record Volume 1812, Page 034 et seq., the Seventh Amendment to the Declaration recorded on May 4, 1995, at Official Record Volume 1917, Page 320 et seq., the Eighth Amendment to the Declaration recorded on August 25, 1995, at Official Record Volume 1996, Page 521 et seq., the Ninth Amendment to the Declaration recorded on July 3, 1996, at Official Record Volume 2209, Page 1565 et seq., the Ninth Amendment to the Declaration re-recorded on September 18, 1996, at Official Record Volume 2262, Page 1339 et seq., the Tenth Amendment to the Declaration recorded on September 26, 1996, at Volume Official Record 2268, Page 980 et seq., the Tenth Amendment to the Declaration was re-recorded on October 24, 1996, at Official Record Volume 2287, Page 116 et seq., the Supplement to the Tenth Amendment recorded on October 23, 1996, at Volume 2287, Page 1163 et seq., the Eleventh Amendment to the Declaration recorded on November 6, 1995, at Official Record Volume 2296, Page 1327 et seq., the Amendment to the Bylaws recorded on July 7, 1997, at Instrument No. 54035054, the Twelfth Amendment to the Declaration recorded on April 9, 1997, at Instrument No. 54006198, Thirteenth Amendment to the Declaration recorded on January 12, 2004, at Instrument No. 54998244, the Amendment to the Declaration recorded on January 7, 2000, at Instrument No. 54380142, the Amendment to the Declaration recorded on October 19, 2000, at Instrument No. 54475421, the Amendment to the Declaration recorded

on April 29, 2003, at Instrument No. 54863445, the Amendment to the Declaration recorded on November 20, 2003, at Instrument No. 54977622, the Amendment to the Declaration recorded on February 24, 2004, at Instrument No. 55014109, the Amendments to the Declaration recorded on June 10, 2005, at Instrument No. 55195783, the Amendment to the Declaration recorded on December 7, 2010, at Instrument No. 55745646, the Amendment to the Declaration recorded on March 11, 2015, at Instrument No. 56113357, the Amendment to the Declaration recorded on February 5, 2021, at Instrument No. 56612253, the Amendments to the Declaration recorded on November 8, 2022, at Instrument No. 56778991, the Amendments to the Declaration recorded on April 11, 2023, at Instrument No. 56806722, the Amendment to the Declaration recorded on August 10, 2023, at Instrument No. 56829105, and the Amendment to the Declaration recorded on August 14, 2024, at Instrument No. 56896264 of the Summit County Records (all the foregoing amendments are collectively referred to as the "Amendments"). The result is a single text that is written as if the text of the above-referenced Amendments had been included in the Declaration and Bylaws.

C. This Amended and Restated Declaration has been prepared at the direction of the Association for the convenience of the Unit Owners as well as for prospective purchasers of Unit within Rockport Colony Condominiums.

D. With the exception of removal or modification of provisions as permitted by the Amendment recorded at Instrument No. 56896264, Unit Owners are reminded that this restatement of the Declaration and Bylaws does *not* materially alter the Declaration, and Bylaws and previously recorded Amendments. The Declaration, and Bylaws, and the Amendments are available for review at the Summit County Fiscal Office. Any inconsistency between the Declaration, Bylaws, and Amendments, and this Amended and Restated Declaration will be resolved in favor of the Declaration, Bylaws, and Amendments.

The Rockport Colony Condominium Owners Association, Inc. has caused the execution of this instrument this 16 day of OCTOBER, 2025.

ROCKPORT COLONY CONDOMINIUM OWNERS ASSOCIATION, INC.

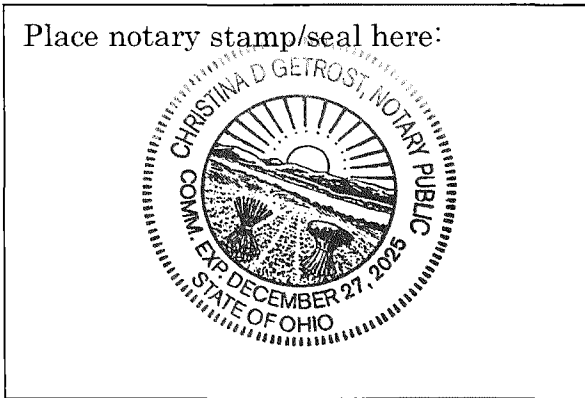
By: *Robert B. Hart Jr.*
ROBERT B. HART JR, President

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named, Robert B. Hart Jr, Rockport Colony Condominium Owners Association, Inc., by its President, who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of the corporation and the free act and deed of him personally and as such officer.

I have set my hand and official seal this 16 day of OCTOBER, 2025.


Christina D. Getrost
NOTARY PUBLIC



**This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
50 Public Square, Suite 2000
Cleveland, Ohio 44113
(216) 696-0650
ohiocondolaw.com**

The Rockport Colony Condominium Owners Association, Inc. has caused the execution of this instrument this 16 day of OCTOBER, 2025.

ROCKPORT COLONY CONDOMINIUM OWNERS ASSOCIATION, INC.

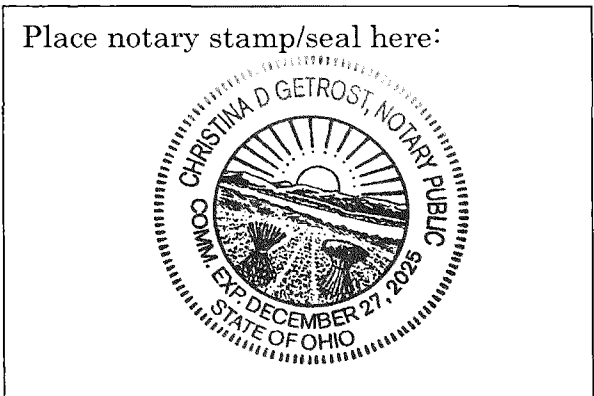
By: 
ROSARIO MANZONE, Secretary

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Rosario Manzone, Rockport Colony Condominium Owners Association, Inc., by its Secretary who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of the corporation and the free act and deed of him personally and as such officer.

I have set my hand and official seal this 16 day of October, 2025.


NOTARY PUBLIC



**This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
50 Public Square, Suite 2000
Cleveland, Ohio 44113
(216) 696-0650
ohiocondolaw.com**

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OWNERSHIP**

FOR

ROCKPORT COLONY CONDOMINIUMS

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**DECLARATION OF CONDOMINIUM OWNERSHIP FOR
ROCKPORT COLONY CONDOMINIUMS**

I. LEGAL DESCRIPTIONS AND DEFINITIONS

A. Legal Descriptions.

1. The legal description of the Premises is set forth as in Exhibit "A" attached hereto and hereby made a part hereof.

B. Definitions. The following terms used herein are defined as follows:

1. "Unit" means a unit in Rockport Colony Condominiums which is a "Unit" as defined in Section 5311.01 (1), Ohio Revised Code.
2. "Association" means the Rockport Colony Condominium Unit Owners Association, Inc. which will be a "Unit Owners Association" as defined in Section 5311.01 (L), Ohio Revised Code.
3. "Condominium Property" and "Premises" means and includes the land described herein as the Premises and described in Exhibit "A", together with all buildings, improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property incident thereto, in Rockport Colony Condominiums which are hereby being submitted to the provisions of the Condominium Act.
4. "Grantor" means Rockport Colony Condominiums, Inc., who was the original owner in fee simple of real property and land that was described as Parcels I and II in Exhibit "A" of the original Declaration when it was recorded with the Summit County at Volume 1244, Page 860 et seq.
5. "Phase I-A, Phase I-B, Phase I-C, Phase I-D, Phase I-E, Phase II-A, Phase II-B, Phase III-A, Phase III-B, Phase III-C, Phase III-D, Phase IV-A, Phase IV-B, and Phase V" means the Condominium Property or the Premises.

6. "Limited Common Elements " means and includes those Common Elements designated in this Declaration and as shown on the drawings which are Exhibit "B" hereto as reserved for use of a certain Unit or Units to the exclusion of the other Units in Rockport Colony condominiums.
7. "Owner" means the Unit Owner in Rockport Colony Condominiums who is a "Unit Owner" as defined in Section 5311.01(C), Ohio Revised Code.
8. All other terms and/or words used herein which are defined in Chapter 5311 of the Ohio Revised Cods have the same meaning herein as set forth therein.

II. **NAME**

The Condominium Property shall be known as Rockport Colony Condominiums.

III. **THE PURPOSE OF AND RESTRICTIONS ON USE OF CONDOMINIUM PROPERTY**

- A. **Purpose.** The Condominium Property shall be used for single family residence purposes and common purposes auxiliary thereto, in accordance with the Condominium Act, this Declaration, the Bylaws of the Association which are Exhibit "D" hereto, and the rules and regulations of the Association pertaining thereto, and for no other purpose except for purposes reserved herein. A Unit Owner may use a portion of an owner's Unit for Unit Owner's office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Owner or occupant, and provided further that in no event shall any part of the Condominium Property be used as a school or music studio, and provided further that the use of the Unit as aforesaid is in full compliance with any applicable zoning law or ordinance.

B. Restrictions.

1. **Obstruction and Maintenance.** There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Association, except as hereinafter expressly provided, or as otherwise provided in the Bylaws. Each Owner shall be obligated to maintain and keep in good order and repair the Owner's Unit.
2. **Hazardous Uses and Waste.** Nothing shall be done or kept in any Unit or in the Common Elements or Limited Common Elements which will increase the rate of insurance on the Condominium Property, or any contents thereof, applicable for residential use, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in the Owner's Unit or in the Common Elements or in the Limited Common Elements which will result in the cancellation of insurance of the Condominium Property, or any contents thereof, or which would be in violation of any law, statute, ordinance, rule, regulations or order of any governmental authority or of the Association. No waste will be committed on any part of the Condominium Property.
3. **Exterior Surfaces of Buildings.** No Owner shall cause or permit anything to be hung or displayed on the outside or inside of windows or placed on the outside walls of the building which is part of the Condominium Property and no sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof without the prior written consent of the Association.
4. **Animals and Pets.** No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements or Limited Common Elements except that dogs, cats or other household pets may be kept in Units, subject to rules and regulations adopted by the Association, provided that the same are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property subject to these restrictions upon three (3) days written notice from the Board of Directors of the Association.

5. **Nuisance.** No noxious or offensive activity shall be carried on in any Unit or in, on or to the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants.
6. **Impairment of Structural Integrity of Building.** Nothing shall be done in any Unit or in, on or to the Common Elements or Limited Common Elements which will impair the structural integrity of the building or which would structurally change the building.
7. **Laundry or Rubbish in Common Elements.** No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements and Limited Common Elements. The Common Elements and the Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.
8. **Lounging or Storage in Common Elements.** There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles (except for deliveries), benches or chairs on any part of the Common Elements and Limited Common Elements except in accordance with rules and regulations therefor which may be adopted by the Association. Notwithstanding the foregoing, non-commercial vehicles may be parked in paved portions of the Limited Common Elements.
9. **Prohibited Activities.** No industry, business, trade or occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Condominium Property.
10. **Alteration of Common Elements.** Nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements except as herein provided and except upon the prior written consent of the Association.
11. **Leasing of Units.** No Unit shall be leased by a Unit Owner to others for business, speculative, investment or any other purpose. The purpose of this restriction is to create a community of resident owners.

This restriction does not apply to: A) Units which are occupied by the parent (s) or child (ren) of the Unit Owner; or, B) any Unit Owner leasing his Unit at the time of recording of this amendment with the County Recorder, and who has registered his Unit as being leased with the Association within three (3) months of the recording of this amendment, said Unit Owner shall continue to enjoy the privilege of leasing that Unit until the title to said Unit is transferred to a subsequent owner.

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

In no event shall a Unit be leased by the Unit Owner thereof for transient purposes, which is defined to mean a lease for any period less than six (6) full, consecutive calendar months.

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

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

The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Unit Owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

Notwithstanding the above provisions of this Section B(11), to comply with Federal Housing Administration requirements, at any given time a maximum of one Unit may be leased or rented without the need for any showing of a hardship or other exception to the leasing restriction in this Section B(11). Such Unit cannot be leased for transient or hotel purposes or the leasing of the Unit to an occupant to whom customary hotel services (such as the furnishing of laundry and linen and room service) is maintained. The leasing of such Unit is subject to all other covenants and restrictions in the Declaration and Bylaws, and the Rules, and any tenant and/or occupant of such Unit is subject to all said covenants, restrictions, and Rules as though the tenant and/or occupant were the Owner. The Board is granted the full power and authority to set rules and regulations regarding such rental, including but not limited to the ability to set procedures and priorities for wait lists, as the Board deems necessary. For all other Units, all the restrictions of the Declaration and in this Section B(11) regarding the rental of Units remain applicable.

12. **Occupancy Restriction.** No person who is determined to be a sexual predator pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction and required to register with a designated registering agency pursuant to said Act or similar statute, as the same may from time to time be amended, may reside in or occupy a Unit for any length of time. Any violation of this restriction shall subject the Owner and/or any occupant of the Unit to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Owner or occupant, or anyone visiting any Unit or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of the restriction.
13. **Owner/Resident Information.** In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Unit Owner shall, within thirty (30) days of June 10, 2005 or within thirty (30) days of title transferring to the Unit Owner, provide to the Association the Unit Owner's and/or all occupants' names, home and business mailing addresses, home and business telephone numbers, and the name, business address and

business telephone number of any person who manages the Unit as an agent of that Owner. Any change in the information shall be provided to the Board, in writing, within thirty (30) days of said change.

IV. GENERAL DESCRIPTION OF BUILDINGS.

The 34 buildings which are presently on the Condominium Property are one or two story residential buildings which contain a total of one-hundred fifty one (151) Units each with attached garages. The buildings are constructed with frame and vinyl sided exterior side walls, vinyl windows, a wood frame roof with fiberglass shingle covering, wood floor joists and wall studs, and drywall. The buildings and the Units are shown on the Drawings which are marked Exhibit "B" and hereby made a part hereof and which are herein referred to as the "Drawings".

V. INFORMATION ABOUT UNITS.

- A. Identifying Numbers of Units.** Each Unit bears the identifying number designated on Exhibit "C" attached hereto and hereby made a part hereof. The legal description of each Unit shall consist of the identifying number of each such Unit as shown on the Drawings (Exhibit "B") and as set forth on Exhibit "C". Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number as shown in the Drawings and on Exhibit "C", and every such description shall be deemed good and sufficient for all purposes as provided in this Condominium Act.
- B. Description of Units.** Each of the Units shall consist of all of the space bounded by the horizontal and vertical planes formed by the undecorated interior surfaces of the perimeter walls, floors and ceilings of the Unit projected, if necessary, by reason of structural divisions such as interior walls and other partitions or roof rafters, to constitute a complete enclosure of space, provided that, where ever such undecorated surfaces consist of plaster or plasterboard all of such plaster or plasterboard contiguous to such surface shall be included within the Unit, but excepting the space occupied thereby lying outside of the perimeters of the Unit. The layout and dimensions of the Units are shown on the Drawings and include without limitation:

1. The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and any other finishing material applied to perimeter walls, floor and ceilings.
2. The interior surface of all screens and doors, including the frames, sashes and jambs, and the space occupied thereby, and the entire panes of glass on all windows;
3. All fixtures located within the bounds of a Unit, installed in and for the exclusive use of the 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;
4. All control knobs, switches, thermostats and base plugs, floor plugs and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein, together with the space occupied thereby;
5. All space between the interior walls, including the space occupied by structural and component parts of the building and by utility pipes, wires, ducts and conduits; and
6. All plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts or conduits which serve either the Unit or fixtures located therein, and which are located within the bounds of the Unit.

There shall be excepted and excluded from the foregoing all of the following items (which excepted items shall be Common Elements) located within the bounds of any Unit:

- a. Any part of the structure contained in all interior walls, and the structural component parts of perimeter walls;
- b. All vent covers, grills, plat covers and other coverings of space which are not part of the Unit as defined herein;
- c. All plumbing, electric heating, cooling and other utility or service lines, pipes, wires, ducts and conduits which serve any other Unit; and

- d. All supporting walls, floors, ceilings, fixtures and other parts of the building which are within the boundaries of a Unit but which are necessary for the existence, support, maintenance, safety or comfort of any other part of the Condominium Property.
- e. The exterior of all screens and doors, including the exterior frames, sashes and jambs associated therewith.

VI. DESCRIPTION OF COMMON AND LIMITED COMMON ELEMENTS.

- A. **Common Elements.** The entire balance of the Condominium Property, including the land and the improvements thereon and outdoor parking areas as shown on the Drawings, shall be the Common Elements. The percentage of ownership of undivided interests in the Common Elements, and the percentage basis of the allocation of Common Profits and Common Expenses attributable to the ownership interest of each Unit, shall be as set forth in Exhibit "C". The aforesaid respective percentages of ownership of undivided interests in the Common Elements of each Unit as expressed herein shall not be altered without an amendment to this Declaration unanimously approved by all Unit owners affected, except as otherwise provided in Article IX. The undivided interest in the Common Elements shall not be separately conveyed, encumbered or otherwise divided from the Unit to which it appertains and each such undivided interest in the Common Elements shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the deed, mortgage, lease or other instrument, conveyance or encumbrance.
- B. **Limited Common Elements.** The following, included within the Common Elements, are all hereby made and shall be deemed to be Limited Common Elements which are reserved for the exclusive use of a Unit or Units, as hereinafter set forth:
 - 1. Patio, if any, adjoining a Unit shall be reserved for that Unit;
 - 2. Balcony, if any, adjoining a Unit shall be reserved for that Unit;
 - 3. Front porch, if any, adjoining a Unit shall be reserved for that Unit;
 - 4. Rear yard, if any, adjoining a Unit as shown on the Drawings;

5. The driveways and outdoor parking areas for each of the Units shall be and the same are reserved for the exclusive use and benefit of each of the respective Units, all as set forth in the Drawings, and more particularly as is hereinafter set forth. Each of the garages which is part of the building containing the Unit are Limited Common Elements for that Unit, and are shown on the drawings and have dividing partitions and the partition represents the share of the garage attributable to each Unit as shown on the Drawings.

Each, every and all of the parts of the Limited Common Elements shall be maintained by the Unit Owners having the exclusive use and benefit of such Limited Common Elements; provided, however, the Association shall have the right at any time or times to maintain all of the Limited Common Elements in a uniform manner and charge the cost of the maintenance and repair of the Limited Common Elements to the Unit Owners who have the right to the use of Limited Common Elements so repaired and/or maintained. In the event that the Association elects to maintain, repair, and care for the Limited Common Elements, then in that event, the Unit Owners who have the right to the use of that Limited Common Elements shall have no obligation to maintain and repair the same so long as the Association has accepted the responsibility for the maintenance and repair of the same but all costs and expenses associated with the maintenance and repair of Limited Common Elements shall be charged to the Unit Owners who have the right to use those Limited Common Elements in a fair, just and reasonable manner as determined by the Association in its own absolute discretion.

VII. UNIT OWNERS ASSOCIATION.

The Ohio corporation not for profit named Rockport Colony Condominium Unit Owners Association, Inc. ("Association") administers the Condominium Property. Subject to amendment as herein provided, the Association shall be governed by Bylaws which shall not be inconsistent with this Declaration. The Bylaws of the Association shall be as set forth in Exhibit "D" hereto except as amended. Each Owner, upon acquisition of title to a Unit, shall automatically become a member of the Association, and no Owner shall decline or avoid membership in the Association for any reason. Such membership shall terminate upon the sale or other disposition by such member or member's Unit ownership, at which time the new Owner of such Unit automatically shall become a member of the Association.

Each Unit shall be entitled to a vote in accordance with its respective percentage of ownership interest in the Common Elements as set forth in Exhibit C.

- A. Board of Directors.** The Board members of Rockport Colony Condominium Unit Owners Association, Inc., shall be and shall be known and designated as the Directors and shall collectively comprise the Board of Directors of the Association. The Board of Directors and the officers of the Association shall be elected as provided in the Bylaws (hereinafter referred to as the "Bylaws") of the Association which is identified herein as Exhibit "D" and hereby made a part hereof, and the Board of Directors shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, the Condominium Act, the Bylaws, and by this Declaration upon the Association, except as otherwise specifically provided in the Declaration; provided, however, in the event any such power, duty and right shall be deemed exercisable or dischargeable by, or vested in, an officer or member of the Board of Directors, the Officer shall be deemed to act in such capacity to the extent required to authenticate the Officer's acts and to carry out the purposes of this Declaration and the Bylaws.
- B. Administration of Condominium Property.** The administration of the Condominium Property shall be in accordance with the provisions of the Condominium Act, this Declaration and the Bylaws. Each Owner, tenant or occupant of a Unit shall comply with the provisions of the general law, the Condominium Act, this Declaration, the Bylaws, the rules and regulations of the Association and the decisions and resolutions of the Association or its representative, all as lawfully amended from time to time, and failure to comply with any such provisions, rules, regulations, decisions or resolutions shall be grounds for an action to recover sums due and for damages and/or for injunctive and/or other appropriate relief.

VIII. STATUTORY AGENT.

The person to receive service of process for the Association shall be registered with the Secretary of State of Ohio, as Statutory Agent for the Association, the person to receive such service shall be the statutory agent for such corporation as the same may from time to time be designated.

IX. AMENDMENT OF DECLARATION, BYLAWS AND DRAWINGS.

This Declaration, the Bylaws, and/or the Drawings may be amended by meeting all requirements of the Condominium Act, and upon the filing for record with the Recorder of Summit County, Ohio 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 or for the Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, or in the case of technical amendments as provided in the Declaration. Such amendment must be executed with the same formalities as this instrument, and must refer to the Recorder's volume and page in which this instrument and its exhibits are recorded and must contain an affidavit by the President or other authorized officer of the Association, that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit. No amendment shall have any effect, however, upon the rights and/or reservations of Grantor under this Declaration or a bona fide first mortgagee until the written consent of Grantor and/or such mortgagee to such amendment has been secured. Such consents shall be retained by the Secretary or other authorized officer of the Association and his certification of the instrument of amendment as to the consent or non-consent of Grantor and the names of the consenting and non-consenting mortgagees of the various Units shall be sufficient for reliance thereon by the general public. If Grantor does not consent and/or if less than all mortgagees consent to an amendment to this Declaration, the Bylaws and/or the Drawings, said amendment or modification shall nevertheless be valid among the consenting Owners themselves, provided that the rights and reservations of Grantor and the rights of any such non-consenting mortgagee shall not be derogated thereby. No provision in this Declaration or the Bylaws may be changed, modified, or rescinded, which after such change, modification or rescission would conflict with the provisions to the Condominium Act, no amendment may be made to the percentage interests set forth in Exhibit C without the prior unanimous written approval of all Owners and their respective mortgagees.

Notwithstanding the above, without an Owner vote, the Board may amend the Declaration in any manner necessary for any of the following purposes:

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

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

In addition, the Board of Directors, without further vote of the Unit Owners, may amend this Declaration and the Bylaws to delete or modify provisions that are no longer substantively applicable, such as elimination of provisions that applied to the original development of

the Rockport Colony Condominium, and references to the Grantor and the Grantor's control period. The authority provided in this paragraph also includes the authority to update or modify the terminology used throughout this Declaration and the Bylaws to ensure consistency with Ohio law. Any amendment made by the Board pursuant to this paragraph must be recorded with the Summit County Fiscal Office to be effective. No amendment made by the Board pursuant to this paragraph may substantively change, alter, delete, or in any way modify any rights, responsibilities, or powers of the Association, the Board of Directors, or the Unit Owners.

X. DRAWINGS.

Exhibit "B" which is referred to in the Declaration are the Drawings, are hereby incorporated into and made a part of the Declarations. The Drawings and any amendments thereto being referred to in this Declaration as the "Drawings."

XI. USE OF COMMON ELEMENTS.

Each Owner shall have the right to use the Common Elements in common with all other Owners, as may be required for the purpose of ingress and egress to, and to use, occupy and enjoy the respective Unit owned by such Owner. Such rights shall extend to the Owner and the members of the immediate family and guests and other authorized occupants and visitors of the Owner. The use of the Common Elements and the rights of the Owners with respect thereto shall be subject to and governed by the provisions of the Condominium Act, this Declaration, the Bylaws and the rules and regulations of the Association as hereinafter described.

XII. MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS.

- A. Management.** Except as otherwise provided herein, the management, maintenance, repair, alteration and improvement of the Common Elements shall be the responsibility of the Association. The Association may delegate all or any portion of its authority to discharge such responsibility to a manager or managing agent. The Board of Directors of the Association shall have the power and authority to authorize said managing agent to enter into any contracts which are necessary for the comfort and convenience of the Owners. Each Owner agrees to

maintain, repair and replace at the Owner's expense all portions of the Common Elements and/or Limited Common Elements which may be damaged or destroyed by reason of the Owner's willful or uninsured negligent act or neglect of the Owner or any other member of the Owner's household, or by the willful or uninsured negligent act or neglect of any invitee, licensee or guest of such owner or members of the Owner's household.

B. Responsibility of Owner. The responsibility of each owner shall be as follows:

1. To clean, maintain, repair and replace at the Owner's expense all portions of the Owner's Unit, and all internal installations of such Unit such as appliances, heating, plumbing, electrical and air conditioning fixtures, or installations and any portion of any other utility service facilities located within the Unit boundaries. Each Owner shall furnish and be responsible for, at the Owner's own expense, all of the decorating within the Owner's Unit from time to time, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings, which constitute the exterior boundaries of the respective Unit owned by such Owner, and such Owner shall maintain such interior surfaces in good condition at the Owner's sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Association, and each such Owner shall have the right to decorate such interior surfaces from time to time as the Owner may see fit and at the Owner's sole expense. The interior and exterior surfaces of all windows and doors forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Owner. The use of and the covering of the interior surface's of such windows, whether by draperies, shades or other items, visible on the exterior of the building, shall be subject to the rules and regulations of the Association. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Association, shall be furnished by the Owners Association as part of the Common Expenses.

2. To maintain, repair, and replace all interior and exterior windows in the Unit and all interior doors, exterior or perimeter doors, including the glass, screens, trim, hinges, locks, thresholds, frames, sashes, jambs, and hardware of or attached to any such doors, vestibules and entry-ways within the Owner's Unit and all associated structures and fixtures therein, which are appurtenances to the Owner's Unit. The foregoing includes, without limitation, the Unit Owner's responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances.
3. To remove trash and garbage to the street on days of collection, to water the lawn and shrubbery appurtenant to the owner's Unit, to keep gutters free from debris and to provide its own exterminating service if and when necessary.
4. To perform the Owner's responsibilities in such manner so as not to unreasonably disturb other Owners and persons residing within the Condominium Property.
5. Not to paint or otherwise decorate or change the appearance of any portion of the Condominium Property not within the walls of the Unit, unless the prior written consent of the Association is obtained.
6. To promptly report to the Association or its agent or agents, any defect or need for repairs, the responsibility for the remedying of which is with the Association.
7. Not to make any alterations in the portions of the Unit or any of the Condominium Property which is to be maintained by the Association or remove any portion thereof or make any addition thereto or do anything which would or might jeopardize or impair the safety or soundness of the Unit without first obtaining the written consent of the Board of Directors of the Association nor shall any Owner impair any easement without first obtaining the prior written consents of the Association and of the Owner or Owners or person, firm or corporation for whose benefit such easement exists.
8. To fulfill such other responsibilities as may be imposed pursuant to the Bylaws.

- C. Separate Mortgages of Units.** Each Owner shall have the right to mortgage and/or encumber the Owner's own respective Unit together with the Owner's respective ownership interest in the Common Elements and each such bona fide mortgage and/or encumbrance shall include any subsequently acquired interest, be it legal, equitable, contractual or otherwise encumber in any manner whatsoever the Condominium Property or any part thereof except the Owner's own Unit and the owner's own respective ownership interest in the Common Elements as aforesaid.
- D. Separate Real Estate Taxes.** Each Unit and its percentage interest in the Common Elements shall be deemed to be a separate parcel for all purposes of taxation and assessment of real property, and no other Unit or other part of the Condominium Property shall be charged with the payment of such taxes and assessments; however, in the event that for any year such taxes are not separately taxed to each Owner, but are taxed to the Condominium Property as a whole, then each Owner shall pay the Owner's proportionate share thereof in accordance with the Owner's respective percentage of ownership interest in the Common Elements.
- E. Construction Defects.** The obligations of the Association of the Owners to repair, maintain and replace the portions of the Condominium Property for which the Owners 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 the construction of the Condominium Property. The undertaking of repair, maintenance or replacement by the Association or Owners shall not constitute a waiver of any rights against any warrantor but such rights shall be specifically reserved.
- F. Effect of Insurance or Construction Guarantee.** Notwithstanding the fact that the Association and/or any Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of any construction guarantee or insurance coverage shall not excuse any delay by the Association or any Owner in performing its or the Owner's obligations hereunder.

XIII. ENCROACHMENTS AND EASEMENTS.

- A. Encroachments.** In the event that, by reason of the construction, settlement, or shifting of the building or any part thereof, or by reason of the partial or total destruction and rebuilding of the building and/or any part of the Condominium Property, or if any part of the Common Elements presently encroaches or shall hereafter encroach upon any part of a Unit, or any part of a Unit presently encroaches or shall hereafter encroach upon any part of the Common Elements, or if by reason of the design or construction of any Unit it shall be necessary or advantageous to an Owner to use or occupy, for formal uses and purposes, any portion of the Common Elements consisting of unoccupied space within the building in adjoining the Owner's Unit, or, if by reason of the design or construction of utility systems, any mains, 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 the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such Unit and the Common Elements, 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 established in favor of the Owner of any Unit or in favor of the Common Elements if such encroachment occurred due to the willful conduct of the Owner.
- B. Maintenance Easements.** The Owner of each Unit shall be subject to easements for access established hereby arising from necessity of maintenance or operation of the entire Condominium Property or any part thereof. The Owner of each Unit shall have the permanent right and easement to and through the Common Elements and walls, floor ceilings and halls to the use of water, sewer, power, television antenna, and other utilities now or hereafter existing with the walls, floors ceilings and halls and further shall have an easement to hang pictures, mirrors and the like upon the walls of the Owner's Unit.
- C. Easements for Drives, Utilities and Roadways.** The roadway, drive, land and utility easement systems installed by Grantor within the Condominium Property are and will be an integrated, interdependent and continuous system of private roadways and drives and utility easements for the use and benefit of the Condominium Property and each Unit Owner therein The Association and the Owners hereby are assigned and assume and shall perform all rights, duties (including,

without limitation, obligations to keep in good repair and/or maintain said roadways, drives, and utility lines, systems and easements) and privileges of such easements with respect to the Premises herein, including rights, duties obligations and privileges with respect to the entire system of roadways and utility easements and services which are the subject hereof and/or of said easement agreements, whether the same are on or beyond the limits of the Condominium Property, and the Association and the Owners shall pay its and their share of the total cost of performing and/or assuming performance of and/or cooperating and/or contributing in performance of said duties, obligations and/or liabilities with respect thereto; and each and every Owner's interest in the Owner's respective Unit and/or in the Common Elements associated with such Unit and/or any and all parts of the Condominium Property shall be subject thereto.

- D. Easements Through Walls Within Units.** Easements are hereby declared and granted to the Association to install, lay, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of the Units, whether or not such walls lie in whole or in part within the Unit boundaries and the Building.
- E. Easements to Run with Land.** All easements and rights described herein are appurtenant running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on Grantor, his successors and assigns, and any and all other persons having an interest in the Premises, or any part or portion thereof.
- F. Reference to Easements in Deeds.** Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed or conveyance or in any mortgage or trust deed or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered along with the Unit.

XIV. ASSESSMENTS-LIEN OF ASSOCIATION.

- A. General.** Assessments for the maintenance, repair and insurance of the Common Elements and for the insurance of the Units and for other general and or specific maintenance and/or operating expenses shall be Common Expenses and, together with the payment of other Common

Expenses, shall be made in the manner provided herein, and in the manner provided in the Bylaws.

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

1. First, to interest owed to the Association;
 2. Second, to administrative late fees owed to the Association;
 3. Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and
 4. Fourth, to the principal amounts the Unit Owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.
- B. Utilities.** Each Owner shall pay for the Owner's own telephone, electricity, water, sewer, and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed separately shall be treated as part of the Common Expenses.
- C. Division of Common Profits and Common Expenses.** In connection with the operation of Condominium Property, the Common Expenses shall be assessed against each Owner and the Common Profits shall be divided among the Owners in a proportion which is equal to the percentage of interest of the respective Owner in the Common Elements as specifically set forth in Exhibit "C" attached hereto.
- D. Non-Use of Facilities.** No Owner may exempt the Owner from liability for the Owner's contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of the Owner's Unit.
- E. Lien of Association.** The Association shall have a continuing lien upon the estate or interest in any Unit of the Owner thereof and its percentage of interest in the Common Elements, for the payment of the portion of the Common Expenses chargeable 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, designated representative, or other authorized officer of the

Association, is filed with the Recorder of Summit County, Ohio, pursuant to the authorization given by the Board of Directors of the Association. Such certificates 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 Common Expenses. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of 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 the Owner's ownership or occupants of a Unit occupancy.

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

- F. Priority of Association's Lien.** The continuing lien provided for in Article XIV-E shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages which have 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 or by the President or other officer of the Association pursuant to the authority given the officer of the Board of Directors of the Association. In any such foreclosure action, the Unit Owner or occupant shall be required to pay reasonable rental for the Unit, 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 Association, or its agent, duly authorized by action of the Board of Directors, shall be entitled to become a purchaser at the foreclosure sale.
- G. Dispute as to Common Expenses.** Any Owner who believes that the portion of Common Expenses chargeable to the Owner's Unit, for which a certificate of lien has been filed by the Association, has been improperly charged against the Owner or the Owner's Unit may bring an action in the Court of Common Pleas for Summit County, Ohio for the discharge of such lien. In any such action, if it is finally determined that such portion of the Common Expenses has been improperly charged to such Owner or the Owner's Unit, the court shall make such

order as is just, which may provide for a discharge of record of all or a portion of such lien, but the Owner's expenses of such action shall be paid by the Owner and the Association shall have no liability in connection therewith.

- H. **Non-Liability of Foreclosure Sale Purchaser.** Where the mortgagee of a first mortgage of record or other purchaser of a Unit acquires title to the Unit as a result of foreclosure, or by accepting a deed in lieu of foreclosure such acquirer of title, and the acquirer's successors and assigns, shall not be liable for the share of the Common Expenses or other assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of Common Expenses shall, however, be collectible from all of the Units, including that of such acquirer, and the acquirer's successors or assigns.
- I. **Liability for Assessments Upon Voluntary Conveyance.** In a voluntary conveyance of a Unit except for a deed in lieu of foreclosure, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against grantor and grantor's Unit for the Owner's share of Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board of Directors of the Association setting forth the amount of all unpaid assessments against the grantor due to 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.

XV. **CASUALTY INSURANCE.**

- A. **Coverage.**
1. **Mandatory Coverage.** The Association shall carry Casualty Insurance, subject to a deductible as provided for in Section D below, on all of the insurable improvements comprising the Common Elements (except, to the extent they are part of the Common Elements, for the windows and doors in the perimeter walls, which the Owner shall insure), the

Limited Common Elements and all personal property as may be owned by the Association and for which the Association is responsible.

- 2. Optional Coverage.** The Association may, as the Board so determines, also carry Casualty Insurance on some or all of the fixtures, structures, betterments and other insurable improvements constituting a part of the Units (including the windows and doors located in the perimeter walls), whether installed or provided by the Grantor, the Association, or the Owner. In deciding whether to increase or decrease the scope of Casualty Insurance coverage permitted by this Paragraph, the Board may, among other factors, consider the Association's insurance claim history, the financial costs to the Association and the individual Owners, mortgage market requirements, and the overall state of the condominium insurance market. The Board's decision as to the scope of Casualty Insurance coverage shall be determined as first and foremost reflected from time to time in the Board's meeting minutes, not the terms of the insurance policy itself. The Owner shall have the burden to determine whether any portion of the Units are insured under the Association's Casualty Insurance policy; provided, however, that except in the case of an emergency, the Association shall provide the Owners with at least thirty (30) days prior written notice of any increase or decrease in the scope of Casualty Insurance coverage, particularly as it pertains to the Units.
- B. Risks to be Insured and Amount Thereof.** The Association's Casualty Insurance shall protect against loss or damage by fire and hazards now or hereafter embraced by "extended coverage, vandalism and malicious mischief," and all other perils which are customarily covered, including perils normally covered by the standard "all-risk" endorsement, where such is available at a reasonable cost; in an amount sufficient to cover at least ninety percent (90%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any such casualty (excluding excavation and foundation costs and other items normally excluded from such coverage).
- C. Named Insured.** Subject to the provisions of Section E, below, the Association's Casualty Insurance shall be for the benefit of the Association, each of the Owners, and the holders of mortgages upon the Ownership Interests, as their interest may appear, and shall provide for the issuance of certificates of insurance with mortgagees' endorsements to the holders of mortgages on the Units, if any.

- D. Deductibles.** The Association's Casualty Insurance may include a reasonable deductible as determined by the Board. In the absence of any negligence, the deductible shall be paid by the party who would be responsible for the loss or repair in the absence of insurance and in the event of multiple parties or combined claims covered by the Association's Casualty Insurance policy, shall be allocated in relation to the amount each party's claim bears to the total claim. By way of example, if a storm damages a roof, which costs \$600.00 to repair, and causes interior water damage to a Unit, which costs \$400.00 to repair, and the Association's Casualty Insurance provides coverage for all losses with a \$100.00 deductible, then the Association would recover \$540.00 (\$600.00 less \$60.00 share of deductible) and the Owner would recover \$360.00 (\$400.00 less \$40.00 share of deductible). If any loss or repair is due to the negligence or intentional act of the Association or the Owner (or anyone for which either is respectively responsible as provided for in this Declaration), then in such case, the negligent, responsible party, being either the Association or the Owner, shall be responsible for the full amount of the deductible.
- E. Claim Filing.** The Board shall have the sole right and authority to file, or authorize the filing of, any and all claims for damage or destruction that are or may be covered by the Association's Casualty Insurance policy regardless of the person(s), including mortgagees, who may be named as an additional insured or beneficiary of such policy, as the Board determines is consistent with the intent of this Declaration and in the Association's best interests; provided, however, that a mortgagee having an interest in such losses may participate in the settlement negotiations, if any, related thereto. The failure or refusal of the Association to process or file any claim for damage or destruction to any part of the Condominium Property under the Association's Casualty Insurance, shall not give rise to any claim against the Association or the Board.
- F. Appraisals.** The Board shall conduct an annual insurance review that may, at the option of the Board, include a professional replacement cost appraisal, without respect to depreciation, of any and all improvements and personal property comprised in the Condominium Property, by one or more qualified persons. The cost of any such appraisal shall be a Common Expense.
- G. Insurance Company Rating.** All policies shall be written with a company licensed to do business in the State of Ohio and, unless not reasonably available to the Association, holding a rating of "A" or better by Best's

Insurance Reports, or its present day equivalent.

- H. **Mortgagee Requirements.** Notwithstanding anything to the contrary anywhere in this Article XV, the Board shall have full right and authority, but not the obligation, to purchase Casualty Insurance, and/or any other insurance policy or endorsement, that includes any and all such terms, conditions or requirements, as the Board determines is in the Association's best interests and is necessary to comply with any requirements of Federal National Mortgage Association ("FNMA") or Federal Home Loan Mortgage Corporation ("FHLMC"), or the designee of FNMA or FHLMC. If the Association provides, as the Board so decides, additional Casualty Insurance coverage, or any additional terms or conditions thereto, beyond the minimum requirements contained in this Article XV, for less than all the Owners, the Association may levy a special assessment against only those Owners so requiring such additional insurance in an amount to be determined by the Board. The Board shall further have the right and power to execute and record special amendments to this Article XV, as the Board determines to be in the Association's interest, to comply with the requirements of FNMA and/or FHLMC. In furtherance of the right and power to record such special amendment, a power coupled with an interest is hereby reserved and granted to the Board to vote in favor of, make or consent to such special amendment on behalf of each Owner as proxy or attorney-in-fact as the case may be.
- I. **Owner Insurance.** Each Owner shall separately insure those portions of his/her Unit and the Limited Common Elements designated for the use of his/her Unit, not insured by the Association, including, without limitation, the windows and doors in the perimeter walls, and insurance on the Limited Common Elements and Unit up to the amount of the Association's Casualty Insurance deductible when either such areas are insured by the Association, against loss by fire and other hazards and perils now or hereafter embraced by "extended coverage, vandalism and malicious mischief" and "all-risk" insurance and shall file a copy of the policy(ies), or such other insurance information as the Board may require, with the Association within thirty (30) days of receipt of a request from the Association. Each Owner shall further separately insure the personal contents of his/her Unit, as well as any other personal property, which he/she stores elsewhere on the Condominium Property.

J. Damage and Destruction.

1. Immediately after the damage or destruction by fire or other casualty to all or any part of the Condominium Property covered by the Association's Casualty Insurance, as determined by the Board, the Board or its duly authorized agent may proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Such costs may include professional fees and premiums for such bonds as the Board deems necessary. Repairs or reconstruction, as used in this Paragraph, means repairing or restoring the Condominium Property to substantially the same condition in which it existed prior to the fire or other casualty. Each Owner shall be deemed to have delegated, and does delegate upon acquisition of any title interest in a Unit, to the Board or its agent, his/her right to adjust with insurance companies all losses under the Casualty Insurance policies referred to in Section A of this Article XV. In furtherance of this delegation, the Board, and its authorized agents, is and are hereby appointed the attorney-in-fact for all Owners to make proof of loss, to negotiate loss adjustment, and to acknowledge receipt for any sums received on or under any and all of said policies.

2. In the event any damage to or destruction of the Common Elements renders fifty percent (50%) or more of the Units then comprised within the Condominium Property untenable, the Owners may, by the vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, elect not to repair or restore such damaged part at a meeting which shall be called within ninety (90) days after the occurrence of the casualty. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Owner. In the event of any such sale or a sale of the Condominium Property after such election, by agreement of all 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 Owners in proportion to their respective percentages of interest in the Common Elements. No Owner, however, shall receive any portion of his/her share of such proceeds until all liens and encumbrances on his/her Unit have been paid, released or discharged.

K. Repair and Reconstruction.

1. Following the occurrence of a casualty for which insurance proceeds are recovered, the Association shall restore or cause to be restored all damage to or destruction of the Common Elements and Limited Common Elements substantially as such Areas existed immediately before the damage or destruction, provided that the Board may provide for the use of such new or alternative materials as the Board reasonably determines are in the Association's best interest. Distribution and/or payment of Association insurance proceeds for the repair and restoration of the Unit(s), if any, shall be determined by the Board.
 2. If the cost of the repair for the damages or destruction to the Common Elements exceeds the amount of the insurance proceeds received, such excess may be provided for either by means of a special assessment levied by the Board against all Owners in proportion to each Owner's share in the Common Elements or by means of an appropriation from the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the Common Elements, as the Board, in its sole discretion, may determine. Additional assessments may be made in a like manner at any time during or following the completion of any repair or reconstruction.
 3. If the cost of the repair for the damages or destruction to the Limited Common Elements exceeds the amount of the insurance proceeds received, such excess may be provided for by means of a special assessment levied by the Board against the Owner(s) having the exclusive use of such Limited Common Elements.
 4. After any damage to or destruction of his/her Unit, each Owner shall restore or cause to be restored his/her Unit, including utilities serving the Unit, at the Owner's sole expense, to such minimum standards as the Board may at any time and/or from time to time, in its sole discretion, establish and shall complete such restoration within eight (8) months after the damage or destruction. Minimum standards may include requiring installation of drywall finished with at least one coat of primer, basic floor coverings, and utility lines, ducts, vents and related fixtures and equipment.
- L. Disbursement of Excess Insurance Proceeds.** The Association shall use insurance proceeds received to defray the cost of repairing the damage to the Common Elements. If the cost of such repairs is less than the amount

of such insurance proceeds, the excess shall be retained by the Association and placed in the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the Common Elements.

- M. Waiver of Subrogation.** Each Owner and Occupant, as a condition of accepting title and possession, or either one of such, of a Unit, and the Association agree, that in the event any part(s) of the Condominium Property or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance of any Owner, Occupant or the Association, and the lessees of any one of them, as provided for in this Article XV, the rights, if any, of any party against the other, or against the employees, agents, licensees or invites of any party, with respect to such damage or destruction and with respect to any loss resulting therefrom are hereby waived to the extent of the insurance proceeds actually recovered.

XVI. LIABILITY INSURANCE.

The Association, as Common Expense, shall insure itself, the Board of Directors, all Owners and members of their respective families and other persons residing families and other persons residing with them in the Condominium Property, their tenants, and all persons lawfully in possession or control of any part of the Condominium Property, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in, or about, or arising from the Condominium Property, such insurance to afford protection to a limit of not less than Five Hundred Thousand (\$500,000.00) in respect to bodily injury, disease, illness or death suffered by any one person, and to a limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one occurrence, and to the limit of not less than One Hundred Thousand Dollars (\$100,000.00) in respect to damage to or destruction of property arising out of any one incident. Such policy or policies, of insurance shall not insure against liability for personal injury or property damage arising out of or relating to the individual Units, or Limited Common Elements. Each Owner shall be responsible for the Owner's own insurance on the contents of the Owner's own Unit, and Owner's additions and improvements thereto and decorating and furnishing and personal property therein and the Owner's personal property stored elsewhere in the Condominium Property, and the Owner's personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Common Expenses as provided in this Declaration.

XVII. REHABILITATION AND RENEWAL OF OBSOLETE PROPERTY.

The Association may, by the affirmative vote of 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 of Directors of the Association shall thereupon proceed with such renewal and rehabilitation and the costs thereof shall be a Common Expense. Any Owner who does not vote for such renewal and rehabilitation may elect, in a writing served by Owner on the President of the Association within five (5) days after receiving notice of such vote, in consideration of the conveyance of the Association of the Owner's Unit, subject to such liens and encumbrances hereinafter referred to, to receive the fair market value of the Owner's Unit, plus such Owner's pro rata share of any undistributed Common Profits accrued to the date of such vote, less the sum of the following:

1. The amount of any liens and encumbrances thereon as of the date such vote is taken;
2. The amount of any liens and encumbrances arising out of actions of said Owner filed during the period from the date of such vote to the data of conveyance;
3. The amount of any liens and encumbrances thereafter arising because of unpaid Common Expenses of the Association accruing prior to the date of such vote; and
4. The amount of any Common Expenses 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 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 Directors 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 Owner, one of which shall be appointed by the Association, and the third of which shall be appointed by the first two appraisers.

XVIII. REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS.

- A. Abatement and Enjoinment.** The violation of any restriction or condition, rule or regulation adopted by the Board of Directors of the Association or the breach of any covenant or provision contained in this Declaration or in the Bylaws, shall give the Board of Directors, in addition to the rights hereinafter set forth in this Article XVIII, the right:
1. To enter upon the Condominium Property or Unit or any portion thereof upon which, or as to which, such violation or breach exist and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration and the Bylaws of the Association, and the Board of Directors, or its agents, shall not be thereby deemed guilty in any manner of trespass; or
 2. To enjoin, abate or remedy at the cost of the Unit Owner by appropriate legal proceedings, either at law or in equity, the continuance of any breach.
- B. Involuntary Sale.** If any Owner (either by the Owner's own conduct or by the conduct of any other occupant of the Owner's Unit) shall violate any of the covenants, restrictions or provisions of the general law, the Condominium Act, this Declaration, the Bylaws and/or the rules and regulations adopted by the Board of Directors of the Association, and such violation shall continue for thirty (30) days after notice in writing from the Board of Directors, or shall occur repeatedly during any 30-day period after written notice or request from the Board of Directors to cure such violation, then the Board of Directors shall have the power to issue to the defaulting Owner a 10-day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control the Owner's Unit. Thereupon, an action in equity may be filed at the Unit Owner's expense by the Board of Directors against the defaulting Owner for a decree of mandatory injunction against the Owner or occupant subject to the prior consent in writing of any mortgagee having a mortgage or security interest in the Unit ownership of the defaulting Owner, which consent shall not be unreasonably withheld. In the alternative, the action may pray for a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by Owner on account of the

breach of covenant, and ordering that all the right, title and interest of the Owner, in the Unit and Condominium Property be sold at a judicial sale upon such notice and terms as the court shall establish, provided that the court shall enjoin and restrain the defaulting Owner directly or indirectly from reacquiring the Owner's interest at such judicial sale. The Association, however, may acquire said interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's fees, court reporter charge, real estate taxes and assessments, amount due on any mortgages, reasonable attorney fees, and all other expenses of the proceeding, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments and any other liens, may be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit and to immediate possession of the Unit sold and may apply to the court a writ of assistance for the purpose of acquiring such possession and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit sold subject to the Condominium Act, this Declaration, the Bylaws and/or rules and regulations adopted by the Board of Directors of the Association.

- C. Cost of Collection.** A delinquent Owner shall be liable for any and all costs incurred by the Association in connection with the collection of the delinquent Owner's account, including reasonable attorney fees, recording costs, title reports and/or court costs.
- D. Cost of Enforcement.** If any Owner (either by his/her conduct or by the conduct of any occupant of his/her Unit) shall violate any provision of the Declaration, Bylaws or any rule adopted, said Owner shall pay to the Association, in addition to any other sums due, all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule, including reasonable attorney fees and/or court costs. Said costs and expenses shall be charged as a special assessment against said Owner. The Association, in addition to all other remedies available, shall have the right to place a lien upon the estate or interest of said Owner as further explained and set forth in Declaration Article XIV, Section E.
- E. Enforcement Assessments.** In accordance with Ohio Revised Code Section 5311.081(B)(12), the Board shall have the authority to impose interest and administrative late fees for the late payment of

Assessments; impose returned check charges; and, in accordance with the procedure outlined in Ohio Revised Code Section 5311.081(C)(1), impose reasonable enforcement Assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements.

The Board will impose the following enforcement procedure:

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

- (i)** A description of the property damage or violation;
- (ii)** The amount of the proposed charge or assessment;
- (iii)** A statement that the Owner has a right to a hearing before the Board to contest the proposed charge or assessment;
- (iv)** A statement setting forth the procedures to request a hearing;
- (v)** A reasonable date by which the Owner must cure the violation to avoid the proposed charge or assessment.

(2) **Hearing Requirements:**

(i) To request a hearing, the Owner must deliver a written notice to the Board not later than the tenth day after receiving the notice required above. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment.

(ii) If an Owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Owner with a written notice that includes the date, time, and location of the hearing.

(iii) The Board will not levy a charge or assessment before holding a properly requested hearing.

(3) The Board may allow a reasonable time to cure a violation described above before imposing a charge or assessment.

(4) Within 30 days following a hearing at which the Board imposes a charge or assessment, the Association will deliver a written notice of the charge or assessment to the Owner.

(5) The Association will deliver any written notice required above to the Owner or any occupant of the Unit by personal delivery, by electronic mail, by certified mail, return receipt requested, or by regular mail.

XIX. SALE, LEASE, RENTAL OR OTHER DISPOSITION.

A. **Sale or Lease.** All Owners of Units may sell, lease, give, transfer or devise the Owner's Unit at such prices and upon such terms and provisions as the Owner shall determine, but such sale, lease, gift, transfer or devise shall be subject to this Declaration, the Bylaws, and/or rules and regulations adopted by the Board of Directors of the Association.

B. **Payment on Default.** In the event any owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against the Owner's Unit, the Board of Directors shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article XIV of this Declaration.

XX. MISCELLANEOUS PROVISIONS.

A. **Acceptance of Deed.** By the acceptance of a deed of conveyance, each grantee and their respective successors and assigns accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by the Condominium Act, this Declaration, the Bylaws, all conditions, restrictions, and easements of record, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and/or Unit,

and shall bind any person having at any time any interest or estate in said land and shall inure to the benefit of such Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

- B. Termination of Rights.** In the event of and upon the removal of the Condominium Property from the provisions of the Condominium Act, all easements, covenants and other rights, benefits, privileges, impositions and obligations declared herein to run with the land and/or any Unit shall terminate and be of no further force or effect.
- C. Non-Waiver of Covenants.** No covenants, restrictions conditions, obligations or provisions contained in this Declaration and/or the Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- D. Enforceability of Covenants.** The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration and/or Bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and/or the Bylaws.
- E. Rule Against Perpetuities.** If any of the privileges, covenants or rights created by this Declaration and/or the Bylaws shall be unlawful or void for violation of: (1) the rule against perpetuities or some analogous statutory provisions; (2) the rule restricting restrains on alienation, or (3) any other statutory or common law rules imposing time limits, than such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Howard Metzenbaum, United States Senator from Ohio, and Ted Kennedy, United States Senator from Massachusetts.
- F. Headings.** The headings to each Article and to each Section of the Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Declaration nor in any way affect this Declaration.
- G. Liberal Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of establishing a uniform plan for the establishment and operation of a first class condominium development.

- H. Interchangeability of Terms.** The singular of any word shall also include the plural of such word, and the masculine, feminine and neuter gender shall be used interchangeably.
- I. Interest.** All amounts due from any Unit Owner to the Association which are not paid when due or within thirty (30) days thereafter shall bear interest at the highest rate of interest then permissible under the laws of the State of Ohio on loans made to individuals and, if there is no such rate established, then at an interest rate equal to ten percent (10%) per annum.
- J. No Personal Liability.** No partner of Grantor, nor any officer, shareholder or director of any partner shall have any personal liability for the performance by Grantor of any term, provision, or condition of this Declaration, and any liability shall be limited to Grantor's ownership interest in the Condominium Property and the net profits actually received by Grantor therefrom, and each Unit Owner shall and does by the acceptance of the Owner's deed for the Unit, waive any right which such Owner shall have against Grantor, with respect to the Grantor's performance or observance of any term, condition, or provision of the Declaration which exceeds the limitations contained herein.
- K. Notices to Owners.** All notices required or permitted by the Declaration or Bylaws to any Owner will be in writing and is deemed effectively given if it has been sent by regular U.S. mail, first-class postage prepaid, to their Unit address or to another address the Owner designates in writing to the Board, or delivered using electronic mail subject to the following:
1. The Association may use electronic mail or other transmission technology to send any required notice only to Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices by either regular mail or hand delivered.
 2. An electronic mail or transmission technology to an Owner is not considered delivered and effective if the Association's transmission to the Owner fails, e.g. the Association receives an "undeliverable" or

similar message, or the inability to deliver the transmission to the Owner becomes known to the person responsible for sending the transmission. If the electronic mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the Owner by either regular mail or hand delivered.

EXHIBIT "A"
LEGAL DESCRIPTION OF
ROCKPORT COLONY CONDOMINIUMS

Phase I-A

See Exhibit A of the Original Declaration as recorded at Summit County Fiscal Records Volume 1244, Page 860 et seq.

Phase I-B

See Exhibit A of the 1st Amendment to the Declaration as recorded at Summit County Fiscal Records Volume 1397, Page 421 et seq.

Phase I-C

See Exhibit A of the 2nd Amendment to the Declaration as recorded at Summit County Fiscal Records Volume 1478, Page 302 et seq.

Phase I-D

See Exhibit A of the 3rd Amendment to the Declaration as recorded at Summit County Fiscal Records Volume 1561, Page 828 et seq.

Phase I-E

See Exhibit A of the 4th Amendment to the Declaration as recorded at Summit County Fiscal Records Volume 1659, Page 1322 et seq.

Phase II-A

See Exhibit A of the 5th Amendment to the Declaration as recorded at Summit County Fiscal Records Volume 1747, Page 893 et seq.

Phase II-B

See Exhibit A of the 6th Amendment to the Declaration as recorded at Summit County Fiscal Records Volume 1812, Page 34 et seq.

Phase III-A

See Exhibit A of the 7th Amendment to the Declaration as recorded at Summit County Fiscal Records Volume 1917, Page 320 et seq.

Phase III-B

See Exhibit A of the 8th Amendment to the Declaration as recorded at Summit County Fiscal Records Volume 1996, Page 521 et seq.

Phase III-C

See Exhibit A of the 9th Amendment to the Declaration as recorded at Summit County Fiscal Records Volume 2209, Page 1564 et seq. and re-recorded at Volume 2262, Page 1339 et seq.

Phase III-D

See Exhibit A of the 10th Amendment to the Declaration as recorded at Summit County Fiscal Records Volume 2287 Page 1163 et seq.

Phase IV-A

See Exhibit A of the 11th Amendment to the Declaration as recorded at Summit County Fiscal Records Volume 2296, Page 1327 et seq.

Phase IV-B

See Exhibit A of the 12th Amendment to the Declaration as recorded at Summit County Fiscal Records Instrument No. 54006198

Phase V

See Exhibit A of the 13th Amendment to the Declaration as recorded at Summit County Fiscal Records Instrument No. 54998244

EXHIBIT "B"**Phase I-A (Parcel One)**

See Drawings of the Original Declaration as recorded at Summit County Fiscal Records Plat Cabinet I, Slides 154-186.

Phase I-B

See Drawings of the 1st Amendment to the Declaration as recorded at Summit County Fiscal Records Plat Cabinet I, Slides 630-652.

Phase I-C

See Drawings of the 2nd Amendment to the Declaration as recorded at Summit County Fiscal Records Plat Cabinet I, Slides 917-943.

Phase I-D

See Drawings of the 3rd Amendment to the Declaration as recorded at Summit County Fiscal Records Plat Cabinet J, Slides 205-231.

Phase I-E

See Drawings of the 4th Amendment to the Declaration as recorded at Summit County Fiscal Records Plat Cabinet J, Slides 644-670.

Phase II-A

See Drawings of the 5th Amendment to the Declaration as recorded at Summit County Fiscal Records Plat Cabinet K, Slides 201-228.

Phase II-B

See Exhibit A of the 6th Amendment to the Declaration as recorded at Summit County Fiscal Records Plat Cabinet K, Slides 577-603.

Phase III-A

See Exhibit A of the 7th Amendment to the Declaration as recorded at Summit County Fiscal Records Plat Cabinet L, Slides 84-111.

Phase III-B

See Exhibit A of the 8th Amendment to the Declaration as recorded at Summit County Fiscal Records Plat Cabinet L, Slides 532-558.

Phase III-C

See Exhibit A of the 9th Amendment to the Declaration as recorded at Summit County Fiscal Records Plat Cabinet M, Slides 418-444.

Phase III-D

See Drawings of the 10th Amendment to the Declaration as recorded at Summit County Fiscal Records Plat Cabinet M, Slides 770-796.

Phase IV-A

See Drawings of the 11th Amendment to the Declaration as recorded at Summit County Fiscal Records Plat Cabinet M, Slides 943-969.

Phase IV-B

See Drawings of the 12th Amendment to the Declaration as recorded at Summit County Fiscal Records Reception No. 54006198.

Phase V

See Drawings of the 13th Amendment to the Declaration as recorded at Summit County Fiscal Records Reception No. 54953686

EXHIBIT "C"**UNIT NUMBERS AND SCHEDULE OF PERCENTAGE INTEREST
IN COMMON ELEMENTS**

Unit Numbers	Building No.	Percentage Interest
5139	1	151/100%
5143	1	151/100%
5147	1	151/100%
5151	1	151/100%
1805	2	151/100%
1809	2	151/100%
1813	2	151/100%
1817	2	151/100%
1810	3	151/100%
1814	3	151/100%
1818	3	151/100%
1822	3	151/100%
1785	4	151/100%
1789	4	151/100%
1793	4	151/100%
1797	4	151/100%
1792	5	151/100%
1796	5	151/100%
1800	5	151/100%
1804	5	151/100%
1759	6	151/100%
1763	6	151/100%
1767	6	151/100%
1771	6	151/100%
1775	6	151/100%
1741	7	151/100%
1745	7	151/100%
1749	7	151/100%
1753	7	151/100%
1724	8	151/100%
1728	8	151/100%
1732	8	151/100%
1736	8	151/100%
1723	9	151/100%

Unit Numbers	Building No.	Percentage Interest
1727	9	151/100%
1731	9	151/100%
1735	9	151/100%
5121	10	151/100%
5125	10	151/100%
5129	10	151/100%
5133	10	151/100%
5103	11	151/100%
5107	11	151/100%
5111	11	151/100%
5115	11	151/100%
5075	12	151/100%
5079	12	151/100%
5081	12	151/100%
5085	12	151/100%
5089	12	151/100%
5093	12	151/100%
5074	13	151/100%
5078	13	151/100%
5082	13	151/100%
5086	13	151/100%
5049	14	151/100%
5053	14	151/100%
5057	14	151/100%
5061	14	151/100%
5065	14	151/100%
5069	14	151/100%
5056	15	151/100%
5060	15	151/100%
5064	15	151/100%
5068	15	151/100%
5031	16	151/100%
5035	16	151/100%
5039	16	151/100%
5043	16	151/100%
5014	17	151/100%
5018	17	151/100%
5022	17	151/100%
5026	17	151/100%

Unit Numbers	Building No.	Percentage Interest
5015	18	151/100%
5019	18	151/100%
5023	18	151/100%
4986	19	151/100%
4990	19	151/100%
4994	19	151/100%
4998	19	151/100%
5002	19	151/100%
5006	19	151/100%
5001	20	151/100%
5005	20	151/100%
5009	20	151/100%
1898	21	151/100%
1902	21	151/100%
1906	21	151/100%
1910	21	151/100%
5006	22	151/100%
5010	22	151/100%
5014	22	151/100%
5018	22	151/100%
4997	23	151/100%
5001	23	151/100%
5005	23	151/100%
5009	23	151/100%
5013	23	151/100%
5017	23	151/100%
4980	24	151/100%
4984	24	151/100%
4988	24	151/100%
4992	24	151/100%
4996	24	151/100%
5000	24	151/100%
4001	25	151/100%
4979	25	151/100%
4983	25	151/100%
4987	25	151/100%
4996	26	151/100%
5000	26	151/100%
5004	26	151/100%

Unit Numbers	Building No.	Percentage Interest
5008	26	151/100%
5012	26	151/100%
5016	26	151/100%
5007	27	151/100%
5011	27	151/100%
5015	27	151/100%
5019	27	151/100%
1965	29	151/100%
1969	29	151/100%
1973	29	151/100%
1977	29	151/100%
1966	30	151/100%
1970	30	151/100%
1974	30	151/100%
1978	30	151/100%
1995	31	151/100%
1999	31	151/100%
2003	31	151/100%
1964	32	151/100%
1968	32	151/100%
1972	32	151/100%
1976	32	151/100%
1980	32	151/100%
1971	33	151/100%
1975	33	151/100%
1979	33	151/100%
1983	33	151/100%
1987	33	151/100%
1977	34	151/100%
1981	34	151/100%
1985	34	151/100%
1989	34	151/100%
1993	34	151/100%
1988	35	151/100%
1992	35	151/100%
1996	35	151/100%
2000	35	151/100%