

CC&Rs-Declarations

The Landings Condominium Owners' Association No. 6 Inc.

Note: This document contains all legally filed amendments for both sets of governing documents (Declarations of Condominium Ownership and Bylaws) at the beginning of the document.

2025-0044352

DECLARATION Fee:\$102.00 Page 1 of 10

Recorded: 3/4/2025 at 10:32 AM

Receipt: T20250004520

Lorain County Recorder Mike Doran



TRANSFERRED

IN COMPLIANCE WITH SEC. 319.202
OHIO REV. CODE

Mar 04, 2025 10:07 AM By: DC

Conveyance #

FEE \$ 0.00 EXEMPT

PARCEL(S): 0 PackageID: 25184771

J. CRAIG SNODGRASS, CPA, CGFM

LORAIN COUNTY AUDITOR

AMENDMENTS TO THE

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

THE LANDINGS CONDOMINIUM NO. 6

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR THE LANDINGS CONDOMINIUM NO. 6
RECORDED AT VOLUME 1208, PAGE 270, ET SEQ., OF THE LORAIN COUNTY
RECORDS ON JUNE 15, 1978.

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE LANDINGS CONDOMINIUM NO. 6**

RECITALS

- A. The Declaration of Condominium Ownership for The Landings Condominium No. 6 (the "Declaration") and the Bylaws of The Landings Condominium Owners' Association No. 6, Inc., Exhibit B of the Declaration (the "Bylaws"), were recorded at Lorain County Records Volume 1208, Page 270, et seq.
- B. Ohio Revised Code Section 5311.05(E)(1)(c) authorizes the Board of Directors (the "Board"), without a vote of the family unit owners, to amend the Declaration "to bring the Declaration into compliance with this Chapter."
- C. The Board approved the following matters to be modified (the "Amendments") to bring the Declaration into compliance with Ohio Revised Code Chapter 5311 ("Chapter 5311"):
- D. Each of the changes set forth in these Amendments are based on or in accordance with Chapter 5311.
- E. The proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 and the Declaration have in all respects been complied with.

AMENDMENTS

The Declaration of Condominium Ownership for The Landings Condominium No. 6 is amended by the Board of Directors as follows:

- (1) **INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE XI, SECTION C.** Said new addition to the Declaration, as amended at Instrument No. 2007-191548, is:

The Board will impose the following enforcement procedure for levying enforcement assessments:

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

- (a) A description of the property damage or violation;

- (b) The amount of the proposed charge or assessment;
 - (c) A statement that the family unit owner has a right to a hearing before the Board to contest the proposed charge or assessment;
 - (d) A statement setting forth the procedures to request a hearing;
 - (e) A reasonable date by which the family unit owner must cure the violation to avoid the proposed charge or assessment.
2. Hearing Requirements:
- (a) To request a hearing, the family unit owner must deliver a written notice to the Board not later than the tenth day after receiving the notice required above. If the family unit owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment.
 - (b) If a family unit owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the family unit owner with a written notice that includes the date, time, and location of the hearing.
 - (c) 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 family unit owner.
5. The Association will deliver any written notice required above to the family unit owner or any occupant of the Unit by personal delivery, by electronic mail, by certified mail, return receipt requested, or by regular mail.

(2) **MODIFY THE 1st SENTENCE of the 1st PARAGRAPH of DECLARATION ARTICLE V, SECTION D.** Said modification to the Declaration, as amended at Instrument No. 2007-191548, is: (new language is underlined)

The Association shall have a continuing lien upon the estate or interest in any family unit of the owner thereof and its percentage of interest in the common areas and facilities for the payment of the portion of the common expenses chargeable against such family unit which remain unpaid for ten (10) days after the same have become due and payable from the time a certificate therefor, subscribed by the President or other designated representative of the Association, is filed with the Recorder of Lorain County, Ohio," pursuant to authorization given by the Board of Directors of the Association.

(3) **INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE V, SECTION 6.** Said new addition to the Bylaws is:

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

(a) Information that pertains to Condominium Property-related personnel matters;

(b) Communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;

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

(d) Information that relates to the enforcement of the Declaration, Bylaws, or Association rules against a family unit owner;

(e) Information the disclosure of which is prohibited by state or federal law; or

(f) Records that date back more than five years prior to the date of the request.

- (4) **MODIFY BYLAWS ARTICLE II, SECTION 1.** Said modification to the Bylaws, as amended at Instrument No. 2007-191548, is: (deleted language is crossed out; new language is underlined)

Section 1. Number and Qualification. The Board of Directors shall consist of five persons, except as otherwise provided, all of whom must be owners, or spouse of family unit owner, and occupiers of a family unit. ~~That notwithstanding, no one (1) family unit may be represented by more than one (1) person on the Board at anyone (1) time.~~ If a family unit owner is not an individual, that family unit owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that family unit owner. The majority of the Board will not consist of family unit owners or representatives from the same family unit unless authorized by a resolution adopted by the Board of Directors prior to the Board majority being comprised of family unit owners or representatives from the same family unit. If at any time, one bank, savings and loan association, insurance company, or other lending institution shall hold mortgages upon more than fifty percent of the units, such lending institution may designate its representative who shall be a sixth member of the Board of Directors. Such representative need not be an owner or occupier of a unit.

- (5) **INSERT a NEW BYLAWS ARTICLE II, SECTION 11 entitled "Action in Writing Without Meeting."** Said new addition to the Bylaws is:

Section 11. Action in Writing Without Meeting. In lieu of conducting a meeting, the Board may take action with the unanimous written consent of the Directors. Those written consents will be filed with the Board meeting minutes.

- (6) **INSERT PARAGRAPH to the end of DECLARATION ARTICLE X.** Said new addition to the Declaration is:

In addition, without a family unit owner vote, the Board may amend the Declaration in any manner necessary for any of the following purposes:

1. 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;

2. To meet the requirements of insurance underwriters;
3. To bring the Declaration into compliance with the Ohio Condominium Act (Revised Code Chapter 5311);
4. To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration;
5. 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;
6. 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
7. To permit notices to family unit owners, as required by the Declaration or Bylaws, to be sent by electronic mail and, if returned undeliverable, by regular mail, provided the Association has received the prior, written authorization from the family unit owner.

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

(7) **MODIFY BYLAWS ARTICLE II, SECTION 10(2).** Said modification to the Bylaws, as amended at Instrument No. 2007-191548, is: (deleted language is crossed out; new language is underlined

(2) Commence, defend, intervene in, settle, or compromise any civil, criminal, land use planning or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more family unit owners, impacts zoning, or otherwise ~~and~~ relates to matters affecting the Condominium Property;

(8) INSERT a NEW DECLARATION ARTICLE XII, SECTION I entitled “Notices to Family Unit Owners.” Said new addition to the Declaration is:

I. Notices to Family Unit Owners. All notices required or permitted by the Declaration or Bylaws to any family unit 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 family unit address or to another address the family unit 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 family unit owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any family unit owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices by either regular mail or hand delivered.

2. An electronic mail or transmission technology to a family unit owner is not considered delivered and effective if the Association's transmission to the family unit owner fails, e.g. the Association receives an “undeliverable” or similar message, or the inability to deliver the transmission to the family unit owner becomes known to the person responsible for sending the transmission. If the electronic mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the family unit owner by either regular mail or hand delivered.

(9) MODIFY the 1st SENTENCE of BYLAWS ARTICLE V, SECTION 3. Said modification to the Bylaws is: (language is underlined)

The Association shall build up and maintain a reasonable reserve for contingencies and replacement in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, unless the Unit Owners, exercising not less than a majority of the voting power of the Association, waive the reserve requirement in writing annually.

(10) DELETE BYLAWS ARTICLE II, SECTION 9 entitled "Fidelity Bonds" in its entirety.

INSERT a NEW BYLAWS ARTICLE II, SECTION 9 entitled "Fidelity Coverage." Said new addition to the Bylaws is:

Section 9. Fidelity Coverage. The Board may maintain blanket fidelity, crime, or dishonesty insurance coverage for any person who controls or disburses Association funds. As used in this section, "person who controls or disburses Association funds" means any individual with authority or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any Association account or deposit, including the following:

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

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

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

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

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

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

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

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

The Landings Condominium Owners' Association No. 6, Inc. has caused the execution of this instrument this 22 day of AUGUST, 2024.

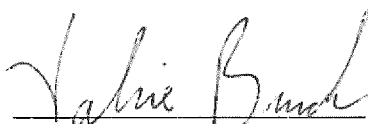
THE LANDINGS CONDOMINIUM OWNERS' ASSOCIATION NO. 6, INC.

By:



JEFFREY A. URBANIAK, President

By:



VALERIE A. BRUCK, Secretary

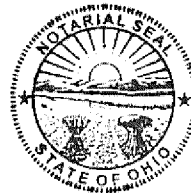
STATE OF OHIO)
)
 COUNTY OF Lorain) SS

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named The Landings Condominium Owners' Association No. 6, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on page 9 of 10, and that the same is the free act and deed of the corporation and the free act and deed of them personally and as such officers.

I have set my hand and official seal this 22 day of August, 2024.


Monika Randall
 NOTARY PUBLIC

Place notary stamp/seal here:



MONIKA RANDALL
 Notary Public, State of Ohio
 My Commission Expires:
 April 28, 2029

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


Doc ID: 010158150008 Type: OFF
Kind: DECLARATION
Recorded: 02/26/2007 at 11:28:28 AM
Fee Amt: \$80.00 Page 1 of 8
Lorain County, Ohio
Judith M Nedwick County Recorder
File **2007-0191548**

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE LANDINGS CONDOMINIUM NO. 6

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR THE LANDINGS CONDOMINIUM NO. 6
RECORDED AT VOLUME 1208, PAGE 270 ET SEQ., INSTRUMENT NO. 991435 OF
THE LORAIN COUNTY RECORDS ON JUNE 15, 1978.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE LANDINGS CONDOMINIUM NO. 6

WHEREAS, the Declaration of Condominium Ownership for The Landings Condominium No. 6 (the "Declaration") and the Bylaws of The Landings Condominium Owners' Association No. 6, Inc. (the "Bylaws"), Exhibit "B" to the Declaration, were recorded at Lorain County Records Volume 1208, Page 270 et seq., and

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

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

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for The Landings Condominium No. 6 have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for The Landings Condominium No. 6 is hereby amended by the Board of Directors as follows:

- (1) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements."
- (2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements."
- (3) All references in the Declaration and Bylaws to the term "Board of Managers" shall be replaced with the term "Board of Directors."
- (4) DELETE DECLARATION ARTICLE III, SECTION C, entitled "SERVICE OF PROCESS," in its entirety. Said deletion is to be made on Page 11 of the Declaration, as recorded at Lorain County Records Volume 1208, Page 270 et seq.

INSERT a new DECLARATION ARTICLE III, SECTION C, entitled "SERVICE OF PROCESS." Said addition, to be made on Page 11 of the Declaration, as recorded at Lorain County Records Volume 1208, Page 270 et seq., is as follows:

- C. SERVICE OF PROCESS. The person to receive service of process for the Association shall be as designated by the Board. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

(5) INSERT a new DECLARATION ARTICLE XI, SECTION C, entitled "ENFORCEMENT ASSESSMENTS," to the end of the paragraph entitled "REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS." Said new addition, to be added on Page 20 of the Declaration, as recorded at Lorain County Records Volume 1208, Page 270 et seq., is as follows:

- C. 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.

(6) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE V, SECTION D, entitled "LIEN OF ASSOCIATION." Said new addition, to be added on Page 14 of the Declaration, as recorded at Lorain County Records Volume 1208, Page 270 et seq., is as follows:

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

(7) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE IV, SECTION L, entitled "RENTAL OF FAMILY UNITS." Said new addition, to be added on Page 13 of the Declaration, as recorded at Lorain County Records Volume 1208, Page 270 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, as the family unit family unit owner's Agent, in the name of the family unit family unit owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the family 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 family unit owner and shall be the subject of a special Assessment against the offending family unit and made a lien against that family unit.

(8) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE V, SECTION A, entitled "GENERAL." Said new addition, to be added on Page 14 of the Declaration, as recorded at Lorain County Records Volume 1208, Page 270 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(2), the Association shall credit payments made by a family 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 family unit owner owes to the Association for the common expenses or enforcement Assessments chargeable against the family unit.

(9) INSERT a new 2nd PARAGRAPH to BYLAWS ARTICLE V, SECTION 10, entitled "Remedies for Failure to Pay Assessments." Said new addition, to be added on Page 12 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Lorain County Records Volume 1208, Page 270 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(18), when a family unit owner is delinquent in the payment of Assessments for more than thirty (30) days, the Board may, by a majority vote, suspend the voting privileges of the owner and/or right of the occupants to use the recreational facilities.

(10) INSERT a new 2nd PARAGRAPH to the end of BYLAWS ARTICLE IV, SECTION 4, entitled "Special Services." Said new addition, to be added on Page 9 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Lorain County Records Volume 1208, Page 270 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(15), the Board may impose reasonable charges to the family unit owner for providing copies of the Declaration, Bylaws or amendments thereto as well as reasonable

charges for the handling of re-financing and/or resale documentation, and/or statements of unpaid Assessments.

(11) INSERT a new DECLARATION ARTICLE IV, SECTION M, entitled "OWNER/RESIDENT INFORMATION." Said new addition, to be added on Page 13 of the Declaration, as recorded at Lorain County Records Volume 1208, Page 270 et seq., is as follows:

M. OWNER/RESIDENT INFORMATION. In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each family unit owner shall, within thirty (30) days of the recording of this Amendment or within thirty (30) days of title transferring to the family unit owner, provide to the Association the family 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 family unit as an agent of that family unit owner. Any change in the information shall be provided to the Board, in writing, within thirty (30) days of said change.

(12) MODIFY the 1st SENTENCE of BYLAWS ARTICLE II, SECTION 1, entitled "Number and Qualification," and INSERT a new 2nd SENTENCE thereafter. Said modification, to be made on Page 3 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Lorain County Records Volume 1208, Page 270 et seq., is as follows: (deleted language is crossed out; new language is underlined)

The Board of Managers Directors shall consist of five persons, except as otherwise provided, all of whom must be owners, or spouse of family unit owner, and occupiers of a family unit. That notwithstanding, no one (1) family unit may be represented by more than one (1) person on the Board at any one (1) time.

(13) INSERT a new 2nd SENTENCE to the end of BYLAWS ARTICLE II, SECTION 5, entitled "Regular Meetings." Said new addition, to be added on Page 4 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Lorain County Records Volume 1208, Page 270 et seq., is as follows:

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

(14) INSERT a new SENTENCE to the end of BYLAWS ARTICLE V, SECTION 2, entitled "Preparation of Estimated Budget." Said new addition, to be added on Page 10 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Lorain County Records Volume 1208, Page 270 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.21, in the alternative, if the Association has collected a Common Surplus at the end of any fiscal year, the Board may determine that such amount will be applied toward reserves.

(15) INSERT a new BYLAWS ARTICLE II, SECTION 10 entitled "Powers and Duties." Said new additions to be added on Page 5 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Lorain County Records Volume 1208, Page 270 et seq., is as follows:

Section 10. Powers and Duties. In accordance with Ohio Revised Code Section 5311.081(B), in addition to all other powers enumerated herein, the Board may exercise all powers of the Association, including the power to do the following:

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

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

(3) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;

(4) Adopt rules that regulate the use or occupancy of family units, the maintenance, repair, replacement, modification, and appearance of family units, Common Elements, and Limited Common Elements when the actions regulated by those rules affect Common Elements or other family units;

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

(6) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to family unit owners;

(7) Purchase insurance and fidelity bonds the Board considers appropriate or necessary; and

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

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

IN WITNESS WHEREOF, the said The Landings Condominium Owners' Association No. 6, Inc. has caused the execution of this instrument this 2nd day of February, 2007.

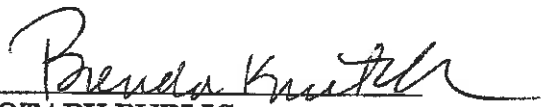
THE LANDINGS CONDOMINIUM OWNERS' ASSOCIATION NO. 6, INC.

By:  2/2/07
TOM POTCHATEK, its President

STATE OF OHIO)
)
COUNTY OF LORAIN) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Landings Condominium Owners' Association No. 6, Inc., by Tom Potchatek, its President, who acknowledged that he did sign the foregoing instrument, on Page 7 of 8, and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Avon Lake, Ohio, this 2nd day of February, 2007.


NOTARY PUBLIC

Brenda K. Krutch, Notary
State Of Ohio
My Commission Expires 1/14/09

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

KAMAN & CUSIMANO
2000 TERMINAL TOWER
50 PUBLIC SQUARE
CLEVELAND, OH 44113

N 991435 J

VOL 1208 PAGE 270

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

THE LANDINGS CONDOMINIUM NO. 6

FILED
IN OFFICE OF THE CLERK
OF THE COURT

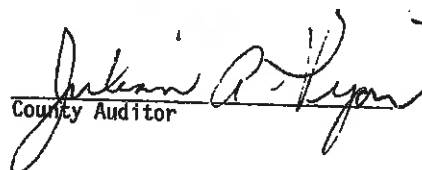
JUN 16 1978

JUL 11 1978
LORAIN COUNTY AUDITOR

INDEXED

INDEXED

This will certify that copies of this Declaration, together with Drawings and By-Laws attached as Exhibits thereto, were filed in the Office of the Lorain County Auditor on


County Auditor

This Instrument Prepared By:

JOHN H. PARKER
ATTORNEY AT LAW
31300 LAKE ROAD
BAY VILLAGE, OHIO 44140
871-4004

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DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE LANDINGS CONDOMINIUM NO. 6

Know all men by these presents, that whereas HERMAN R. KOPF, hereinafter referred to as "Grantor", is the owner in fee simple of the following described real property, to wit:

Situated in the City of Avon Lake, County of Lorain, State of Ohio, and being known as part of Original Avon Township Section 18 and bounded and described as follows:

Beginning at a point on the northerly line of Spinnaker Drive, 60 feet wide, at the westerly terminus as shown in Landings Subdivision No. 2, as recorded in Plat Volume 32, Pages 28 through 31 of the Lorain County Records of Plats;

Thence North $89^{\circ} 50' 23''$ East along the northerly right-of-way line of Spinnaker Drive, a distance of 27.50 feet to the principal place of beginning;

Thence continuing North $89^{\circ} 50' 23''$ East along the northerly line of Spinnaker Drive, a distance of 247.50 feet to a point of curvature;

Thence in the arc of a curve which deflects to the left, a distance of 39.27 feet; said curve having a radius of 25.00 feet, a central angle of 90° and a chord of 35.36 feet which bears North $44^{\circ} 50' 23''$ East;

Thence North $0^{\circ} 09' 37''$ West along the westerly right-of-way line of Woodstock Street, 60 feet wide, a distance of 295.00 feet to a point;

Thence South $89^{\circ} 50' 23''$ West, a distance of 60.20 feet to a point;

Thence South $45^{\circ} 10' 23''$ West, a distance of 276.89 feet to a point of curvature;

Thence in the arc of a curve which deflects to the left a distance of 39.27 feet; said curve having a radius of 50.00 feet, a central angle of 45° , and a chord of 38.27 feet which bears South $22^{\circ} 40' 23''$ West;

Thence South 0° 10' 23" West, a distance of 90.09 feet to the principal place of beginning;

Containing within said bounds 1.485 acres to be the same more or less, but subject to all legal highways and easements of record; and

Whereas, it is the desire and intention of Grantor to enable the foregoing real property, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind situated thereon, and all privileges belonging or in anywise appertaining thereto (hereinafter called the "condominium property"), to be owned under and pursuant to that certain type of ownership commonly known as "Condominium" and to subject and submit such property to the provisions of Chapter 5311, Ohio Revised Code; and

Whereas, Grantor is further desirous of establishing for the mutual benefit of all future owners, mortgagees or occupants of the condominium property or any part thereof, which shall be known as "THE LANDINGS CONDOMINIUM NO. 6" certain easements and rights, in, over and upon such condominium property and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof; and

Whereas, Grantor desires and intends that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in the condominium property shall at all times enjoy the benefits of, and shall hold their interests therein subject to the rights, easements, privileges and restrictions hereinafter set forth in this Declaration and in the Bylaws of THE LANDINGS CONDOMINIUM OWNERS' ASSOCIATION NO. 6, INC., attached hereto as Exhibit "B", all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspect of ownership and to facilitate the proper administration of the condominium property, and are established for the purpose of enhancing the value, desirability and attractiveness of the condominium property.

Now, therefore, Grantor, as the owner in fee simple of the condominium property, hereby makes the following declaration as to the divisions, covenants, restrictions, limitations, conditions and uses to which the condominium property may be put, hereby specifying that said Declaration shall constitute covenants to run with the land and shall be binding on Grantor, his heirs and assigns, and all subsequent owners of all or any part of the condominium property, together with their respective grantees, heirs, executors, administrators, devisees, successors or assigns:

ARTICLE I

ESTABLISHMENT OF CONDOMINIUM OWNERSHIP AND DIVISION OF CONDOMINIUM PROPERTY

Grantor, in order to establish a plan of condominium ownership for the condominium property, hereby submits the condominium property, hereinbefore described, to the provisions of Chapter 5311, Ohio Revised Code. The sixteen (16) unit condominium property of four (4) four-unit structures shall consist of ten (10) two-bedroom garden-type apartments and six (6) two-bedroom garden-type apartments with family rooms. Two (2) of the four-unit structures shall consist of two (2) garden-type apartments with patios and two (2) garden-type apartments with family rooms and balconies. The remaining two (2) four-unit structures shall each consist of two (2) two-bedroom garden-type apartments with patios, one (1) garden-type apartment with balcony and one (1) garden-type apartment with family room and balcony. Of the sixteen (16) units, eight (8) units (second story) shall have balconies and eight (8) units (first story) shall have patios. All sixteen (16) family units shall be constructed principally of block and wood, containing in the aggregate sixteen (16) separate apartments or units, being separately designated and legally described freehold estates, hereinafter referred to and described as "family units" (consecutively numbered 85 to 100 "Landings Way"), and one (1) freehold estate hereinafter referred to and described as the "common areas and facilities".

The locations, together with the particulars of the multi-unit buildings, and the layout, location, designation, dimensions, area and number of rooms of the family units and the common areas and facilities are shown graphically on the set of drawings marked Exhibit "A" prepared and bearing the certified statements of James Schmidt, Registered Surveyor No. 4846, and Robert E. Kleinoeder, Registered Engineer No. 18258, as required by Section 5311.07, Ohio Revised Code, is attached hereto and made a part hereof. Such set of drawings is hereinafter referred to as "allotted drawings" and the separate drawings comprising the set are hereinafter referred to by reference to the exhibit designations thereon.

A. FAMILY UNITS. Each of the sixteen (16) family units hereinbefore declared and established as a freehold estate shall consist of all the spaces founded by the undecorated surfaces of the perimeter walls, floors and ceilings of each such family unit, including the vestibule, if any, immediately adjacent to each such family unit, projected, if necessary, by reason of structural divisions such as interior walls and other partitions, the dimensions, layouts and descriptions of each such family unit being shown on the drawings attached hereto as Exhibit "A", and incorporated herein, and including, without limitation:

- (1) The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and any other finishing material(s) applied to said perimeter walls, floors and ceilings, and also the aforesaid finishing material(s) applied to the interior walls, floors and ceilings;
- (2) All window sashes and doors exclusive of door frames in the interior and perimeter walls and the space occupied thereby;

(3) The space within all fixtures located within the bounds of a family unit and the space occupied by the fixtures themselves;

(4) All unenclosed space, if any, within or occupied by structural parts of the building which may project into the family unit, as defined above, from the unfinished perimeter floor level to the unfinished perimeter ceiling level and including by way of illustration not by way of limitation the space between the shelves of built-in bookcases, if any, the space within built-in cabinets, if any, and the hearths lying within fireplaces, if any;

(5) All space between interior walls, floors and ceilings, including the space occupied by structural and component parts of the building and by utility pipes, wires and conduits;

But excepting therefrom all of the following items located within the bounds of the family unit as defined above:

(1) The structural and component parts of all interior walls, floors and ceilings, except the decorated surfaces thereof;

(2) All vent covers, grills, plate covers and other coverings of space affixed to interior and perimeter walls, floors and ceilings, which are hereby defined as parts of said walls, floors and ceilings;

(3) All fixtures located wholly or partly within the family unit, and all control knobs, switches and thermostats affixed to or projecting from the interior and perimeter walls, floors and ceilings;

(4) All structural portions of the building, lying within the bounds of the family unit as above defined;

(5) All plumbing, electric, heating and other utility or service lines, pipes, wires, plugs and outlets lying within the bounds of a family unit as above defined.

The dimensions, layouts and descriptions of all family units are shown on the drawings attached hereto as Exhibit "A" and incorporated herein. Each family unit fronts directly upon and has access to the land upon which the condominium is situated.

B. COMMON AREAS AND FACILITIES.

1(a) Description of Common Areas and Facilities. The entire balance of the land and improvements thereon, including, but not limited to, all buildings, foundations, roofs, main and supporting walls, slate, patios, exterior parking spaces, storage spaces, community and commercial facilities, swimming pools, pumps, trees, lawns, gardens, pavement, stoops, wires, conduits, utility lines and ducts now or hereafter situated on the condominium property, are hereby declared and established as the common areas and facilities. Specifically, all electric fixtures, utility pipes and lines, faucets, shower heads, plugs, connections, or fixtures as

defined by the laws of the State of Ohio and all replacements thereof, shall be a part of the common areas and facilities. Unless otherwise provided by the Unit Owners' Association, however, the care, maintenance, repair and replacement of all or any portion of such elements or fixtures located within a family unit shall be the responsibility of the owner of such family unit.

1(b) Limited Common Areas and Facilities. The following are deemed limited common areas and facilities, designated and restricted for the exclusive use of the owners of the units to which such areas and facilities are appurtenant:

- (a) All fixtures located in whole or in part within the boundaries of the individual family units and intended for the service of such units referred to in Article I, Section A, hereof.
- (b) Each unit owner shall have the use and utility of one (1) garage. The garages assigned to each unit owner are designated in the attached Exhibit "A".
- (c) Air conditioning and heating equipment, if any, connected by ductwork, but located in some instances outside the family unit.
- (d) Patios, as provided for all garden-type apartments.
- (e) Balconies, as provided for all garden-type apartments.
- (f) Mailboxes reserved for the exclusive use of each family unit to be grouped together at a central location upon the common area.

2. Use of Common Areas and Facilities. Each owner of a family unit shall own an undivided interest in the common areas and facilities as a tenant in common with all other such owners, and, except as otherwise limited in this Declaration and in the Bylaws attached hereto as Exhibit "B", shall have the right to use the common areas and facilities for all purposes incident to the use and occupancy of his family unit as a place of residence, and such other incident uses permitted by this Declaration and the Bylaws, including the nonexclusive easement, together with other family unit owners to the use and enjoyment of the common areas and facilities and for ingress and egress to and from the respective family units, which rights shall be appurtenant to and shall run with his family unit. The extent of such ownership in the common areas and facilities is hereby deemed and expressed by the percentage amount hereinafter set forth; such percentage amount shall remain constant and shall not be changed except by an amendment to this Declaration unanimously approved by all family unit owners.

3. Ownership of Common Areas and Facilities. The percentage of ownership of the common areas and facilities attributable to the ownership interest in each family unit, together with the percentage of interest in the Association for voting purposes and for the division of common profits and expenses, as hereinafter described in Section B of Article V of this Declaration, shall be as follows:

<u>Family Unit Number</u>	<u>Percentages of Interest in Common Areas and Facilities, Percentage Representation for Voting Purposes in the Association and Percentage Interest in Common Profits and Expenses</u>
85	5.567125%
86	5.567125%
87	7.388125%
88	5.567125%
89	5.567125%
90	7.388125%
91	7.388125%
92	5.567125%
93	5.567125%
94	7.388125%
95	7.388125%
96	5.567125%
97	5.567125%
98	7.388125%
99	5.567125%
100	5.567125%

4. Partition. There shall be no partition of the common areas and facilities through judicial proceedings or otherwise until this Declaration is terminated and the condominium property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any family unit shall be owned by two or more co-owners, as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such family unit ownership as between such co-owners.

5. Use of Common Areas and Facilities.

(a) Regulation by Association. No person shall use the common areas and facilities or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be adopted by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of the common areas and facilities to members of the Association and their respective families, guests, invitees and servants, as well as to provide for the exclusive use by a family unit owner and his guests, for specific occasions, of the recreational areas or other similar facilities. Such use may be conditioned upon, among other things, the payment by the family unit owner of such assessment as may be established by the Association for the purpose of defraying costs thereof.

(b) Management, Maintenance, Repairs, Alterations and Improvements. Except as otherwise provided herein, management, repair, alteration and improvement of the common areas and facilities 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. Such delegation may be evidenced by a management contract (which shall not exceed one year in duration) which shall provide for reasonable compensation of said manager or managing agent. Upon the expiration of said one-year period, the Association may renew said management contract for an additional one-year period, or, with the approval of members entitled to exercise seventy-five (75%) percent of the voting power of the Association, designate a different manager for the property. The powers of every manager or managing agent shall include the right to act as the exclusive broker for the sale or lease of family unit ownerships by all family unit owners and to arrange for all necessary financing incident thereto. Such powers may further include exclusive concession rights to provide optional facilities and services to family unit owners and occupants.

(c) Use of Common Areas and Facilities. Subject to the rules and regulations from time to time promulgated by the Association, all owners may use the common areas and facilities in such manner as will not restrict, interfere or impede with the use thereof by the other owners.

ARTICLE II

GENERAL PROVISIONS AS TO FAMILY UNITS AND COMMON AREAS AND FACILITIES

A. MAINTENANCE OF FAMILY UNITS.

1. By the Association. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions of each family unit which contribute to the support of the building, excluding, however, interior walls, ceiling and floor surfaces. In addition, the Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the family unit boundaries, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual family owner under any other provision of this Declaration.

2. Family Unit Owner. The responsibility of each family unit owner shall be as follows:

(a) To maintain, repair and replace, at his expense, all portions of his family unit, and all internal installations of such family 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 family unit boundaries.

(b) To maintain and repair all patios, windows, doors, vestibules and entryways and of all associated structures and fixtures therein, which are appurtenances to his family unit. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances.

(c) To perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the building.

(d) Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the family unit, unless the written consent of the Association is obtained.

(e) To report promptly to the Association, or its agents, any defect or need for repairs, the responsibility for the remedying of which is with the Association.

(f) Not to make any alterations in the portions of the family unit or the building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the managers of the Association, nor shall any family unit owner impair any easement without first obtaining the written consents of the Association and of the owner or owners for whose benefit such easement exists.

3. No Contractual Liability of Association. Nothing herein contained, however, shall be construed so as to impose a contractual liability upon the Association for maintenance, repair and replacement, but the Association's liability shall be limited to damages resulting from negligence.

B. REPAIRS TO COMMON AREAS AND FACILITIES NECESSITATED BY FAMILY UNIT OWNERS ACTS. Each owner agrees to maintain, repair and replace, at his expense, all portions of the common areas and facilities which may be damaged or destroyed by reason of his own or any occupant's act or neglect, or by the act or neglect of any invitee, licensee or guest of such owner or occupant.

C. CONSTRUCTION DEFECTS. The obligation of the Association and of owners to repair, maintain and replace the portions of the property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the property.

- D. EFFECT OF INSURANCE OR CONSTRUCTION GUARANTEES. Notwithstanding the fact that the Association and/or any family unit 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 construction guarantee or insurance coverage shall not excuse any delay by the Association or any family unit owner in performing his obligation hereunder.
- E. NO SEVERANCE OF OWNERSHIP. No owner shall execute any deed, mortgage, lease or other instrument affecting title to his family unit ownership without including therein both his interest in the family unit and his corresponding percentage of ownership in the common areas and facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein. For purposes of conveyance of title to a purchaser of a family unit, description by unit number and reference to this Declaration and to the attached drawings shall be adequate to convey the fee simple title thereto together with the percentage interest in and to the common areas and facilities.
- F. EASEMENTS.
1. Encroachments. In the event that, by reason of the construction, settlement or shifting of the building or by reason of the partial or total destruction and rebuilding of the building, any part of the common areas and facilities presently encroaches or shall hereafter encroach upon any part of a family unit, or any part of a family unit presently encroaches or shall hereafter encroach upon any part of the common areas and facilities, or if by reason of the design or construction of 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 areas and facilities, consisting of unoccupied space within the buildings and adjoining his family unit, or, if by reason of the design or construction of the utility systems, any main pipes, ducts or conduits serving more than one family unit presently encroaches or shall hereafter encroach upon any part of any family 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 family unit and the common areas and facilities, as the case may be, so long as all or any part of the building containing such family unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any family unit or in favor of the common areas and facilities if such encroachment occurred due to the willful conduct of said owner.
 2. Maintenance Easements. The owner of each family unit shall be subject to easements for access arising from necessity of maintenance or operation of the entire building. The owner of each family unit

shall have the permanent right and easement to and through the common areas and facilities and walls to the use of water, sewer, power, television antenna, and other utilities now or hereafter existing within the walls, and further shall have an easement to hang pictures, mirrors and the like upon the walls of his family unit.

3. Easements for Certain Utilities. The Association may hereafter grant easements for utility purposes for the benefit of the condominium property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along, and on any portion of the common areas and facilities; and each family unit owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such family unit owner, such instruments as may be necessary to effectuate the foregoing.

4. Easements Through Walls Within Family Units. Easements are hereby declared and granted to install, lay, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines, or structural components running through the walls of the family units, whether or not such walls lie in whole or in part within the family unit boundaries.

5. Easements to Run With Land. All easements and rights described herein are easements 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 the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof.

6. Reference to Easements in Deeds. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such document.

ARTICLE III

UNIT OWNERS' ASSOCIATION

- A. MEMBERSHIP. Grantor shall cause to be formed an Ohio Corporation not for profit to be called "THE LANDINGS CONDOMINIUM OWNERS' ASSOCIATION NO. 6, INC." (hereinafter called the "Association") which shall act as the manager of the condominium property. Each family unit owner, upon acquisition of title to a family unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his family unit ownership, at which time the new owner of such family unit shall auto-

matically become a member of the Association. The Board of Managers and officers of the Association elected as provided in the Bylaws of the Association attached hereto as Exhibit "B" shall exercise the powers, discharge the duties, and be vested with the rights conferred by operation of law, by the Bylaws and by this Declaration upon the Association, except as otherwise specifically provided; provided, however, that in the event any such power, duty or right shall be deemed exercisable or dischargeable by, or vested in, an officer or member of the Board of Managers solely in his capacity as an officer or member of the Board of Managers, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry the purposes of this Declaration and the Bylaws attached hereto as Exhibit "B".

- B. ADMINISTRATION OF CONDOMINIUM PROPERTY. The administration of the condominium property shall be in accordance with the provisions of this Declaration and the Bylaws of the Association which are attached hereto as Exhibit "B". Each owner, tenant or occupant of a family unit shall comply with the provisions of this Declaration, the Bylaws, decisions and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions, shall be grounds for an action to recover sums due for damages, or for injunctive relief.
- C. SERVICE OF PROCESS. The person to receive service of process for the Association shall be the President of the Association. The President of the Association shall be a resident of the condominium and an owner of one of its family units. Until such time as a President is elected, service may be made upon HERMAN R. KOPF, whose address is 445 Avon Belden Road, Avon Lake, Lorain County, Ohio. When and after the Association is lawfully constituted, the President thereof shall be the person to receive service of process, and his name and address (and that of each successor) shall be filed with the Ohio Secretary of State on such forms as are prescribed for the subsequent appointment of a statutory agent for an Ohio corporation not for profit.

ARTICLE IV

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The following covenants, restrictions, conditions and limitations as to use and occupancy which shall run with the land shall be binding upon each family unit owner, his heirs, tenants, licensees and assigns.

- A. PURPOSE OF PROPERTY. No part of the condominium property shall be used for other than housing and the common recreational purposes for which the property was designed. Each family unit shall be used as a residence for a single family and for no other purpose. An owner may use a portion of his family unit for his office or studio provided

that the activities therein shall not interfere with the quiet enjoyment or comfort of any other owner or occupant; and providing further it does not involve the personal services of any family unit owner; and provided further that in no event shall any part of the property be used as a school or music studio.

- B. OBSTRUCTION OF COMMON AREAS AND FACILITIES. There shall be no obstruction of the common areas and facilities nor shall anything be stored in the common areas and facilities without the prior consent of the Association except as hereinafter expressly provided. Each family unit owner shall be obligated to maintain and keep in good order and repair his own family unit.
- C. HAZARDOUS USES AND WASTE. Nothing shall be done or kept in any family unit or in the common areas and facilities which will increase the rate of insurance of the building, or contents thereof, applicable for residential use, without the prior written consent of the Association. No family unit owner shall permit anything to be done or kept in his family unit or in the common areas and facilities which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste will be committed in the common areas and facilities.
- D. EXTERIOR SURFACES OF BUILDINGS. Family unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building and no signs, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Association, other than those originally provided by the Grantor.
- E. ANIMALS AND PETS. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any family unit or in the common areas and facilities, except that dogs, cats or other household pets may be kept in family units, subject to rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon three (3) days' written notice from the Board of Managers of the Association.
- F. NUISANCES. No noxious or offensive activity shall be carried on in any family unit or in the common areas and facilities, 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.
- G. IMPAIRMENT OF STRUCTURAL INTEGRITY OF BUILDING. Nothing shall be done in any family unit or in, on, or to the common areas and facilities which will impair the structural integrity of the building or which would structurally change the buildings.

- H. LAUNDRY OR RUBBISH IN COMMON AREAS AND FACILITIES. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the common areas and facilities. The common areas and facilities shall be kept free and clear of rubbish, debris and other unsightly materials.
- I. LOUNGING OR STORAGE IN COMMON AREAS AND FACILITIES. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the common areas and facilities except in accordance with rules and regulations therefor adopted by the Association and except that baby carriages, bicycles and other personal property may be stored in a common storage area designated for the purpose, and patio areas may be used for their intended purposes.
- J. PROHIBITED ACTIVITIES. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, shall be conducted, maintained, or permitted on any part of the condominium property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the condominium property. The right is reserved by the Grantor, or its agent, to place "For Sale" or "For Rent" signs on any unsold or unoccupied family units. In addition, the right is hereby given the Association or its representatives to place "For Sale" or "For Rent" signs on any family unit or on the condominium property, for the purpose of facilitating the disposal of family units by any family unit owner, mortgagee or the Association.
- K. ALTERATION OF COMMON AREAS AND FACILITIES. Nothing shall be altered or constructed in or removed from the common areas and facilities except as hereinafter provided and except upon the written consent of the Association.
- L. RENTAL OF FAMILY UNITS. The respective family units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (i) rental for any period less than thirty (30) days, or (ii) any rental if the occupants of the family units are provided customary hotel service such as room service for food and beverage, maid service, furnishing of laundry and linen, and bellboy service. Other than the foregoing obligations, the owners of the respective family units shall have the absolute right to lease the same provided that said lease is made subject to the covenants and restrictions in this Declaration and further subject to the Bylaws of the Association attached hereto as Exhibit "B", and shall further have the approval of the Board of Managers of the Association.

ARTICLE V

ASSESSMENTS

- A. GENERAL. Assessments for the maintenance, repair and insurance of the common areas and facilities and for the insurance of the family units, together with the payment of the common expenses, shall be made in the manner provided herein, and in the manner provided in the Bylaws.
- B. DIVISION OF COMMON PROFITS AND COMMON EXPENSES. The proportionate shares of the separate owners of the respective family units in the common profits and the common expenses of the operation of the condominium property as well as their proportionate representation for voting purposes in the Association is based upon the proportionate estimated fair value that each of the family units bears to the aggregate fair value of all of the family units. Such proportionate share of profits and expenses and proportionate representation for voting purposes of each family unit owner shall be in accordance with the percentages set forth in Article I, Section B, hereof.
- C. NON-USE OF FACILITIES. No owner of a family unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by the abandonment of his family unit.
- D. LIEN OF ASSOCIATION. The Association shall have a lien upon the estate or interest in any family unit of the owner thereof and its percentage of interest in the common areas and facilities for the payment of the portion of the common expenses chargeable against such family 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 of the Association, is filed with the Recorder of Lorain County, Ohio, pursuant to authorization given by the Board of Managers of the Association. Such certificate shall contain a description of the family 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.
- E. PRIORITY OF ASSOCIATION'S LIEN. The lien provided for in Section D of this Article 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 filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association. In

any such foreclosure action, the owner or owners of the family unit affected shall be required to pay a reasonable rental for such family unit during the pendency of such action, and the plaintiff in such action is entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become a purchaser at the foreclosure sale.

- F. DISPUTE AS TO COMMON EXPENSES. Any family unit owner who believes that the portion of common expenses chargeable to his family unit, for which a certificate of lien has been filed by the Association, has been improperly charged against him or his family unit, may bring an action in the Court of Common Pleas for Lorain County, Ohio, for the discharge of such lien.
- G. NONLIABILITY OF FORECLOSURE SALE PURCHASER FOR PAST DUE COMMON EXPENSES. Where the mortgagee of a first mortgage of record or other purchaser of a family unit acquires title to the family unit as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or other assessments by the Association chargeable to such family unit which became due prior to the acquisition of title to such family unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the family units, including that of such acquirer, his successors or assigns.
- H. LIABILITY FOR ASSESSMENTS UPON VOLUNTARY CONVEYANCE. In a voluntary conveyance of a family unit, the grantee of the family unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association against the Grantor and his family unit for his 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 Managers of the Association setting forth the amount of all unpaid assessments against the Grantor due the Association, and such grantee shall not be liable for nor shall the family 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.

ARTICLE VI

INSURANCE

- A. FIRE AND EXTENDED COVERAGE INSURANCE. The Association shall obtain for the benefit of all owners insurance on all buildings, structures or other improvements now or at any time hereafter constituting a part of the condominium property against loss or damage by fire, lightning and such perils as are at this time comprehended within

the term "extended coverage", and vandalism and malicious mischief in an amount not less than eighty percent of the replacement value thereof. Such insurance shall be written in the name of, and the proceeds thereof shall be payable to, the Association, as trustee for each of the unit owners in accordance with the percentage ownership in the common areas and facilities set forth in Section B of Article I herein. Such policy shall provide for built-in or installed fixtures and equipment in an amount not less than eighty percent of the replacement value thereof.

Such insurance by the Association shall be without prejudice to the right of the owner of a family unit to obtain individual contents or chattel property insurance, but no family unit owner may at any time purchase individual policies of insurance on his family unit or his interest in the common areas and facilities as real property unless THE LANDINGS CONDOMINIUM OWNERS' ASSOCIATION NO. 6, INC., shall be named insured in such policy.

Such policy of insurance may contain an endorsement recognizing the interest of any mortgagee or mortgagees of any family unit.

Such policy shall also provide for the release by the issuer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against any family unit owner, member of his family, his tenant, or other occupant of the condominium property for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

- B. PUBLIC LIABILITY INSURANCE. The Association shall insure itself, the Board of Managers, all family unit owners and members of their respective 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 common areas and facilities. Such insurance to afford protection to a limit of not less than One Hundred Thousand Dollars (\$500,000.00) in respect to bodily injury, disease, illness or death suffered by any one person, and to the 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 accident.

Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual family units.

- C. INSURANCE PREMIUMS. Insurance premiums for the policies referred to in Section A and B of this Article shall be a common expense.

ARTICLE VII

DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS

- A. SUFFICIENT INSURANCE. In the event the improvements forming a part of the condominium property, or any portion thereof, shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Association in payment therefor; provided, however, that in the event, within thirty days after such damage or destruction, the family unit owners, if they are entitled to do so pursuant to Section C of this Article, shall elect to sell the condominium property or to withdraw the same from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken.
- B. INSUFFICIENT INSURANCE. In the event the improvements forming a part of the condominium property, or any portion thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the family unit owners shall within ninety days after such damage or destruction, if they are entitled to do so pursuant to Section C of this Article, elect to withdraw the property from the provisions of this Declaration, such repair, restoration or reconstruction of the family units so damaged or destroyed shall be undertaken by the Association at the expense of the owners of the family units so damaged or destroyed in the same proportions which the cost of repair, restoration or reconstruction of each such family unit so damaged or destroyed bears to the total cost of repair, restoration or reconstruction for all such family units, and such repair, restoration or reconstruction of all or any part of the common areas and facilities shall be undertaken by the Association at the expense of all the owners of family units in the same proportions in which they shall own the common areas and facilities. Should any family unit owner refuse or fail after reasonable notice to pay his share of such cost in excess of available insurance proceeds, the amount thereof may be advanced by the Association and the amount so advanced by the Association shall be assessed to such owner and such assessment shall have the same force and effect and, if not paid, may be enforced in the same manner as hereinbefore provided, for the nonpayment of assessments.
- C. NONRESTORATION OF DAMAGE OR DESTRUCTION. In the event of substantial damage to or destruction of seventy or more of the family units, the family unit owners, by the affirmative vote of those entitled to exercise not less than seventy-five percent of the voting power, may elect not to repair or restore such damage or destruction. Upon such election, all of the condominium property shall be subject to an ac-

tion for sale as upon partition at the suit of any family unit owner. In the event of any such sale or a sale of the condominium property after such election by agreement of all family unit owners, the net proceeds of the sale, together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all family unit owners in proportion to their respective percentages of interest in the common areas and facilities. No family unit owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his family unit have been paid, released or discharged.

ARTICLE VIII

REHABILITATION AND SUBSEQUENT IMPROVEMENTS

REHABILITATION OF EXISTING BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS. The Association may, by the affirmative vote of family unit owners entitled to exercise not less than seventy-five percent 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 Managers of the Association shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense. Any family unit owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the President of the Association within five days after receiving notice of such vote to receive the fair market value of his family unit, less the amount of any liens and encumbrances thereon as of the date such vote is taken, in return for a conveyance of his family unit, subject to such liens and encumbrances, to the President of the Association as trustee for all other family unit owners. In the event of such election, such conveyance and payment of the consideration therefor, which shall be a common expense to the family unit owners who have not so elected, shall be made within ten days thereafter, and, if such owner and a majority of the Board of Managers of the Association cannot agree upon the fair market value of such family unit, such determination shall be made by the majority vote of three appraisers, one of which shall be appointed by the family unit owner, one of which shall be appointed by the Board of Managers, and the third of which shall be appointed by the first two appraisers.

ARTICLE IX

REMOVAL FROM CONDOMINIUM OWNERSHIP

The family unit owners, by unanimous vote, may elect to remove the condominium property from the provisions of Chapter 5311, Ohio Revised Code. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the condominium property, shall be paid, released or discharged, and a certificate setting forth that such election was made shall be filed with the

Recorder of Lorain County, Ohio, and by him recorded. Such certificate shall be signed by the President of the Board of Managers of the Association, who shall certify, therein under oath that all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the common areas and facilities have been paid, released, or discharged, and shall also be signed by the family unit owners, each of whom shall certify therein under oath that all such liens and encumbrances on his family unit or family units have been paid, released or discharged.

ARTICLE X

AMENDMENT OF DECLARATION AND BYLAWS

This Declaration and the Bylaws attached hereto as Exhibit "B" may be amended upon the filing for record with the Recorder of Lorain County, of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by the family unit owners entitled to exercise at least seventy-five percent of the voting power of the Association. Such amendment must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and its attached exhibits are recorded and must contain an affidavit by the President of the Association that a copy of the amendment has been mailed, by certified mail, to all mortgagees having bona fide liens of record against any family unit ownership. No amendment shall have any effect, however, upon a bona fide first mortgagee until the written consent to such amendment of such mortgagee has been secured. Such consents shall be retained by the Secretary of the Association and his certification in the instrument of amendment as to the names of the consenting and nonconsenting mortgagees of the various family units shall be sufficient for reliance by the general public. If less than all mortgagees consent to an amendment to the Declaration and/or the Bylaws attached hereto as Exhibit "B", said amendment or modification shall nevertheless be valid among the family unit owners, inter sese, provided that the rights of a nonconsenting mortgagee shall not be derogated thereby. No provision in this Declaration or Bylaws attached hereto as Exhibit "B" may be changed, modified or rescinded, however, which, after such change, modification or rescission would conflict with the provisions of Chapter 5311, Ohio Revised Code, nor may any amendment be made to the percentage interests set forth in Section B of Article I without the prior unanimous approval of all family unit owners and their respective mortgagees.

ARTICLE XI

REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS

- A. ABATEMENT AND ENJOINMENT. The violation of any restriction or condition or regulation adopted by the Board of Managers of the Association or the breach of any covenant or provision contained in this Declaration or in the Bylaws of the Association attached hereto as Exhibit "B", shall give the Board of Managers the right, in addition

to the rights hereinafter set forth in this Article, (i) to enter upon the land or family unit or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration and the Bylaws of the Association, and the Board of Managers, or its agents, shall not be thereby deemed guilty in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

- B. INVOLUNTARY SALE. If any owner (either by his own conduct or by the conduct of any other occupant of his family unit) shall violate any of the covenants or restrictions or provisions of this Declaration or of the Bylaws of the Association attached hereto as Exhibit "B", or the regulations adopted by the Board of Managers of the Association, and such violation shall continue for thirty days after notice in writing from the Board of Managers, or shall occur repeatedly during any thirty-day period after written notice or request from the Board of Managers to cure such violation, then the Board of Managers shall have the power to issue to the defaulting owner a ten-day notice, in writing, to terminate the rights of the said defaulting owner to continue as an owner and to continue to occupy, use or control his unit and thereupon an action in equity may be filed by the Board of Managers against the defaulting owner for a decree of mandatory injunction against the owner or occupant or, subject to the prior consent, in writing, of any mortgagee having a security interest in the unit ownership of the defaulting owner, which consent shall not be unreasonably withheld, in the alternative a decree declaring the termination of the defaulting owner's right to occupy, use or control the family unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting owner from reacquiring his 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, and all other expenses of the proceeding, and all such items shall be taxes against the defaulting owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, may be paid to the owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the family unit ownership and to immediate possession of the family unit sold and may apply to the court for 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 property sold subject to this Declaration.

ARTICLE XII

MISCELLANEOUS PROVISIONS

- A. Each grantee of the Grantor, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, 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 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 the Declaration were recited and stipulated at length in each and every deed of conveyance.
- B. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration 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.
- C. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, 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.
- D. If any of the privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common-law rules imposing time limits, then such provision shall continue only until twenty-one years after the death of the survivor of the now living descendants of John Glenn, United States Senator from Ohio, and Jimmy Carter, President of the United States.
- E. That so long as said Grantor, his successors and assigns, owns one or more of the family units established and described herein, said Grantor, his successors and assigns shall be subject to the provisions of this Declaration and of Exhibits "A" and "B" attached hereto; and said Grantor covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the property or other right assigned to the Association by reason of the establishment of the condominium.
- F. Neither Grantor nor his representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration or the Bylaws attached hereto as Exhibit "B" or in Grantor's or his representatives' capacity as developer, contractor, owner, manager or seller of the

condominium property whether or not such claim (i) shall be asserted by any family unit owner, occupant, the Association, or by any person or entity claiming through any of them; or (ii) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (iii) shall arise ex contractu or (except in the case of gross negligence) ex delictu. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the condominium property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any family unit owner, occupant, the Association, and their respective agents, employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about the condominium property, or by reason of the failure to function or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.).

- G. The heading to each article and to each section hereof is inserted only as a matter of convenience and for reference and in no way defines, limits or describes the scope or intent of this Declaration nor in any way affects this Declaration.
- H. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first-class condominium development.

ARTICLE XIII

RECREATION, COMMON STREET, AND PARK AREAS

HERMAN R. KOPF, declarant herein, will construct and retain ownership to certain recreation, common street, and park areas (as further described in Lease Exhibit "A"). Such property shall be used by all condominium unit owners, present and future, together with all single-family residential lot owners in THE LANDINGS PROJECT. THE LANDINGS CONDOMINIUM OWNERS' ASSOCIATION NO. 6, INC., and subsequent Landings Condominium Owners' Associations to be formed, together with THE LANDINGS SUB-DIVISIONS NOS. 1-6, to be formed, shall enter into an identical Lease with the declarant for the exclusive use and enjoyment of the Leased Premises.

Each unit owner, by acquisition to title to his family unit, shall receive a membership certificate entitling such owner, as sub-lessee, to the enjoyment and use of such recreational facilities. Title to such certificate shall pass with the transfer of title to all condominium family units, and shall otherwise be non-transferable and non-assignable. All memberships, assignments of certificate, transfer of memberships, and privileges of membership shall be exclusively controlled by the provisions of the condominium Association's respective Bylaws and Rules and Regulations and Herman R. Kopf, as owner of such recreational facilities, common street, and park areas.

SUPPLEMENT TO DECLARATION FOR
LANDINGS CONDOMINIUM NO. 6

The following is a further condition of record:

Except that should the City of Avon Lake construct and install a trunk sanitary sewer in Walker Road east from Avon Belden (Center) Road, which borders the "Landings Subdivisions", and a general area assessment is levied thereon for the payment of said sanitary sewer, the grantee or his successor shall be liable therefore.

No owner of a family unit may exempt himself from liability for his rental under his sublease with THE LANDINGS CONDOMINIUM OWNERS' ASSOCIATION NO. 6, INC.

All members of each condominium association and the single-family lot owners' association(s) shall be subject to said Lease by and through subleases with their respective owners' associations. No owner of a family unit nor a single-family lot owner may exempt himself from liability for rental due under his sublease with his respective owners' association to Herman R. Kopf.

IN WITNESS WHEREOF, the said HERMAN R. KOPF (divorced and unmarried) has caused the execution of this instrument this 22nd day of June, 1978.

In the presence of:

Patricia A. Turner
Sharon L. Duff

Herman R. Kopf
Herman R. Kopf

STATE OF OHIO)
 SS:
COUNTY OF LORAIN)

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at AVON LAKE, Ohio, this 22nd day of June, 1978.

Patricia A. Turner
PATRICIA A. TURNER, Notary Public
State of Ohio
My Commission Expires Aug. 20, 1978

This Instrument Prepared By:

John H. Parker, Attorney
31300 Lake Road
Bay Village, Ohio 44140

CONSENT OF MORTGAGEE

The undersigned, CITIZENS HOME & SAVINGS ASS'N. CO., the holder of a certain Mortgage Deed to the premises from HERMAN R. KOPF dated _____, 197____, and recorded in Volume _____, page _____, of the Lorain County Mortgage Records, hereby consents to the execution and delivery of the foregoing Declaration of Condominium Ownership, with exhibits thereto, and to the filing thereof in the Office of the County Recorder of Lorain County, Ohio, and further subjects the above described Mortgage Deed to the provisions of Chapter 5311, Ohio Revised Code, and to the provisions of the foregoing Declaration of Condominium Ownership with attached exhibits.

IN WITNESS WHEREOF, CITIZENS HOME & SAVINGS ASS'N. CO., by its duly authorized officers, has caused the execution of the aforesaid Consent, this 13th day of June, 1978.

In the presence of:

Carol Ann Mesko
Kathleen Huray

CITIZENS HOME & SAVINGS ASS'N. CO.

By Howard J. Fischer

And Leonard J. Held

STATE OF OHIO)

COUNTY OF LORAIN)

SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named CITIZENS HOME & SAVINGS ASS'N. CO., by Howard J. Fischer and Leonard J. Held, its President and Vice President, respectively, who acknowledged that they did sign the foregoing document, that they were duly authorized to do so, and that the same is the free act and deed of said CITIZENS HOME & SAVINGS ASS'N. CO., and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Lorain, Ohio, this 13th day of June, 1978.

Carol Ann Mesko
Notary Public

CAROL ANN MESKO, Notary Public
State of Ohio & Lorain County
My commission expires May 21, 1981

CONSENT OF MORTGAGEE

The undersigned, CITIZENS FEDERAL SAVINGS & LOAN ASSOCIATION, the holder of a certain Mortgage Deed to the premises from HERMAN R. KOPE dated , 197 , and recorded in Volume , Page , of the Lorain County Mortgage Records, hereby consents to the execution and delivery of the foregoing Declaration of Condominium Ownership, with exhibits thereto, and to the filing thereof in the Office of the County Recorder of Lorain County, Ohio, and further subjects the above described Mortgage Deed to the provisions of Chapter 5311, Ohio Revised Code, and to the provisions of the foregoing Declaration of Condominium Ownership with attached exhibits.

IN WITNESS WHEREOF, CITIZENS FEDERAL SAVINGS & LOAN ASSOCIATION,
by its duly authorized officers, has caused the execution of the foregoing
Consent this 13th day of June, 1978.

In the presence of:

CITIZENS FEDERAL SAVINGS & LOAN
ASSOCIATION

By James E. Skinner A.V.P.

And _____

STATE OF OHIO)
COUNTY OF LORAIN) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named CITIZENS FEDERAL SAVINGS & LOAN ASSOCIATION, by Gary E. Harmon and Edward H. Schaefer, its Asst. Vice President and Vice President, respectively, who acknowledged that they did sign the foregoing document, that they were duly authorized to do so, and that the same is the free act and deed of said CITIZENS FEDERAL SAVINGS & LOAN ASSOCIATION and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 13th day of June, 1978,

Notary Public

SHIRLEY L. TURK, Notary Public
For Lake & Cuyahoga Counties, Ohio
My Commission Expires April 6, 1990

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EXHIBIT "C" TO DECLARATION OF CONDOMINIUM
WATERLINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS That H. R. KOPF (divorced and unremarried), for the consideration of One Dollar (\$1.00), and other good and valuable consideration paid to him by the City of Avon Lake, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the City of Avon Lake, Ohio, a perpetual easement for the construction, maintenance, operation and repair of a waterline in and over the following described land:

Situated in the City of Avon Lake, County of Lorain, State of Ohio, and being known as part of Original Avon Township Section 18, bounded and described as follows:

Beginning at the easterly right-of-way line of Avon Belden Road, 70 feet wide, at the southwesterly corner of Sublot 716 of Lawrence Subdivision No. 1, as recorded in Volume 17, Page 40 of the Lorain County Plat Records;

Thence South $00^{\circ} 10' 23''$ West, along the easterly right-of-way line of Avon Belden Road, a distance of 5.00 feet to the principal place of beginning;

Thence South $89^{\circ} 49' 37''$ East, a distance of 133.33 feet to a point;

Thence North $05^{\circ} 40' 23''$ East, a distance of 5.02 feet to a point in the southerly line of Sublot 716;

Thence South $89^{\circ} 49' 37''$ East, a distance of 1.19 feet to the southeasterly corner of Sublot 716;

Thence North $00^{\circ} 10' 23''$ East, along the easterly line of Sublot 716, a distance of 12.31 feet to a point;

Thence North $05^{\circ} 40' 23''$ East, a distance of 220.66 feet to a point;

Thence North $68^{\circ} 02' 19''$ East, a distance of 373.26 feet to a point;

Thence South $67^{\circ} 19' 37''$ East, a distance of 356.73 feet to a point;

Thence South $35^{\circ} 09' 37''$ East, a distance of 53.87 feet to a point of curvature;

Thence in the arc of a curve which deflects to the right, a distance of 111.15 feet to a point of tangency in the westerly line of Woodstock Street, in Landings Subdivision No. 2, as recorded in Plat Volume 32, Pages 28-31 of Lorain County Records; said curve having a radius of 181.95 feet, a central angle of 35° , and a chord of 109.43 feet which bears South $17^{\circ} 39' 37''$ East;

Thence South $00^{\circ} 09' 37''$ East, along the westerly line of Woodstock Street, in Landings Subdivision No. 2, as recorded in Plat Volume 32, Pages 28-31 of Lorain County Records, a distance of 141.08 feet to a point;

Thence South $89^{\circ} 50' 23''$ West, a distance of 60.07 feet to a point;

Thence South $45^{\circ} 10' 23''$ West, a distance of 331.69 feet to a point;

Thence South $00^{\circ} 10' 23''$ West, a distance of 58.08 feet to a point in the northerly line of Spinnaker Drive, in Landings Subdivision No. 2, as recorded in Plat Volume 32, Pages 28-31 of Lorain County Records;

Thence South $00^{\circ} 09' 37''$ East, a distance of 76.00 feet to a point;

Thence South $89^{\circ} 50' 23''$ West, a distance of 263.01 feet to a point;

Thence South $02^{\circ} 05' 23''$ West, a distance of 269.21 feet to a point on the northerly right-of-way line of Walker Road; said point also being South $89^{\circ} 50' 23''$ West, a distance of 269.00 feet from the southwesterly corner of Sublot 1 of Landings Subdivision No. 1, as recorded in Volume 31, Pages 48-50 of Lorain County Record of Plats;

Thence South $89^{\circ} 50' 23''$ West, along the northerly right-of-way line of Walker Road, a distance of 10.01 feet to a point;

Thence North $02^{\circ} 05' 23''$ East, a distance of 279.22 feet to a point;

Thence North $89^{\circ} 50' 23''$ East, a distance of 263.00 feet to a point;

Thence North $00^{\circ} 09' 37''$ West, a distance of 66.00 feet to a point;

Thence North 00° 10' 23" East, a distance of 74.22 feet to a point;

Thence North 45° 10' 23" East, a distance of 418.39 feet to a point;

Thence North 00° 09' 37" West, a distance of 73.93 feet to a point of curvature;

Thence in the arc of a curve which deflects to the left, a distance of 106.87 feet to a point; said curve having a radius of 174.95 feet, a central angle of 35°, and a chord of 105.22 feet which bears North 17° 39' 37" West;

Thence North 35° 09' 37" West, a distance of 46.22 feet to a point;

Thence North 67° 19' 37" West, a distance of 355.33 feet to a point;

Thence South 67° 40' 23" West, a distance of 363.20 feet to a point;

Thence South 05° 40' 23" West, a distance of 238.72 feet to a point;

Thence North 89° 49' 37" West, a distance of 142.42 feet to a point in the easterly right-of-way line of Avon Belden Road;

Thence North 00° 10' 23" East, along the easterly right-of-way line of Avon Belden Road, a distance of 10.00 feet to the principal place of beginning.

Containing within said bounds 0.576 acre, be the same more or less, but subject to all legal highways.

TO HAVE AND TO HOLD said easement unto the City of Avon Lake forever.

IN WITNESS WHEREOF, I have hereunto set my hand, at Avon Lake, Ohio, this 7th day of June, 1978.

Signed and acknowledged
in the presence of:

Sharon L. Dull
Patricia A. Jensen

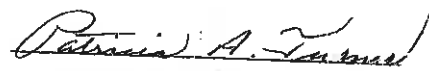
H. R. Kopf
H. R. Kopf

DECLARATION EXHIBIT "C"
Page Four

STATE OF OHIO)
 SS:
COUNTY OF LORAIN)

BEFORE ME, a Notary Public in and for said County and State,
personally appeared the above mentioned H. R. KOPF, who acknowledged
that he did sign the foregoing instrument and that the same is his
free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal at Avon Lake, Ohio, this 7th day of JUNE, 1978.



PATRICIA A. TURNER, Notary Public
State of Ohio
My Commission Expires Aug. 20, 1978

This Instrument Prepared By:

John H. Parker, Attorney
31300 Lake Road
Bay Village, Ohio 44140

EXHIBIT "D" TO DECLARATION OF CONDOMINIUM

ROADWAY EASEMENTSOUTH SECTION

KNOW ALL MEN BY THESE PRESENTS That H. R. KOPF (divorced and unremarried), for the consideration of One Dollar (\$1.00) and other good and valuable consideration paid to him by the City of Avon Lake, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the City of Avon Lake, Ohio, a perpetual easement and permanent access for the maintenance, operation and repair of adjacent sanitary sewer and water mains, in and over the following described land:

Situated in the City of Avon Lake, County of Lorain, State of Ohio, and being known as part of Original Avon Township Section No. 18, and bounded and described as follows:

Beginning at a point in the northerly right-of-way line of Walker Road at the southwesterly corner of Sublot No. 1 of the Landings Subdivision No. 1, as recorded in Volume 31, Pages 48-50 of the Lorain County Record of Plats;

Thence North 00° 09' 37" West, along the westerly line of Sublot No. 1 and the westerly line of Sublot 20 of Landings Subdivision No. 2, as recorded in Volume 32, Pages 28-31 of Lorain County Record of Plats, a distance of 345.00 feet to a point in the northerly right-of-way line of Spinnaker Drive, 60 feet wide, of Landings Subdivision No. 2, as recorded in Plat Volume 32, Pages 28-31 of the Lorain County Records.

Thence North 89° 50' 23" East, along the northerly right-of-way line of Spinnaker Drive, a distance of 7.50 feet to the principal place of beginning;

Thence North 00° 10' 23" East, a distance of 90.21 feet to a point of curvature;

Thence in the arc of a curve which deflects to the right, a distance of 54.98 feet to a point of tangency; said curve having a radius of 70.00 feet, a central angle of 45° and a chord of 53.59 feet which bears North 22° 40' 23" East;

Thence North 45° 10' 23" East, a distance of 285.10 feet to a point;

DECLARATION EXHIBIT "D"
Page Two

Thence North 89° 50' 23" East, a distance of 68.42 feet to a point in the westerly line of Woodstock Street as shown in the aforementioned Landings Subdivision No. 2;

Thence South 00° 09' 37" East, a distance of 20.00 feet along the westerly right-of-way line of Woodstock Street to a point;

Thence South 89° 50' 23" West, a distance of 60.20 feet to a point;

Thence South 45° 10' 23" West, a distance of 276.89 feet to a point of curvature;

Thence in the arc of a curve which deflects to the left, a distance of 39.27 feet to a point of tangency; said curve having a radius of 50.00 feet, a central angle of 45°, and a chord of 38.27 feet which bears South 22° 40' 23" West;

Thence South 00° 10' 23" West, a distance of 90.09 feet to a point on the northerly line of Spinnaker Drive;

Thence South 89° 50' 23" West, along the northerly right-of-way line of Spinnaker Drive, a distance of 20.00 feet to the principal place of beginning.

Containing within said bounds 0.222 acre, be the same more or less, but subject to all legal highways and easements of record.

TO HAVE AND TO HOLD said easement unto the City of Avon Lake forever.

IN WITNESS WHEREOF, I have hereunto set my hand, at Avon Lake, Ohio, this 7th day of JUNE, 1978.

Signed and acknowledged
in the presence of:

Sharon L. Duff
Patricia A. Turner

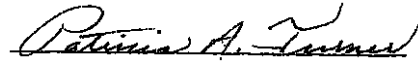
H. R. Hoff
H. R. Hoff

DECLARATION EXHIBIT "D"
Page Three

STATE OF OHIO)
 SS:
COUNTY OF LORAIN)

BEFORE ME, a Notary Public in and for said County and State,
personally appeared the above mentioned H. R. KOPF, who acknowledged
that he did sign the foregoing instrument and that the same is his
free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal, at Avon Lake, Ohio, this 7th day of JUNE, 1978.



PATRICIA A. TURNER, Notary Public
State of Ohio
My Commission Expires Aug. 20, 1978

This Instrument Prepared By:

John H. Parker, Attorney
31300 Lake Road
Bay Village, Ohio 44140