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Ashtabula County, Ohio
Barbara Schaab Recorder
File# 2016-00001521

BK 606 PG 1367-1410

STURGEON POINT CONDOMINIUMS
AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP

PLEASE CROSS MARGINAL REFERENCE WITH THE STURGEON POINT
CONDOMINIUMS DECLARATION OF CONDOMINIUM OWNERSHIP
RECORDED AT VOLUME 44, PAGE 5736 ET SEQ. OF THE ASHTABULA
COUNTY RECORDS.

INTRODUCTION

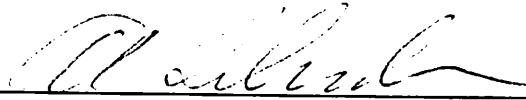
This Sturgeon Point Condominiums Amended and Restated Declaration of Condominium Ownership ("Restated Declaration") incorporates the Declaration, as recorded on November 7, 1988, at Volume 44, Page 5736 et seq. ("Original Declaration"), the Amended Declaration recorded on September 4, 1990, at Volume 52, Page 7487 et seq. ("Amended Declaration"), the Second Amended Declaration recorded on September 6, 1990 at Volume 52, Page 7944 et seq. ("Second Amended Declaration"), the Third Amended Declaration recorded on June 17, 1991 at Volume 56, Page 794 et seq. ("Third Amended Declaration"), the Amendment to the Declaration recorded on April 16, 2008 at OR Book 431, Page 1951 et seq. ("2008 Amendment"), the Amendments to the Declaration recorded on September 26, 2014 at Book 574, Page 197 et seq. ("2014 Amendments"), and the Amendments to the Declaration recorded on October 2, 2015 at Book 597, Page 2501 et seq. ("2015 Amendments") of the Ashtabula County Records. The result is a single text that is written though as if the text of the Amended, Second Amended, and Third Amended Declarations and the 2008, 2014, and 2015 Amendments have been included in the Declaration.

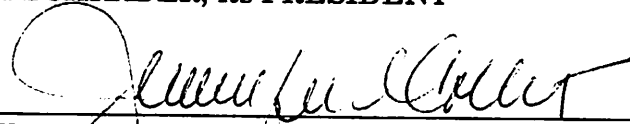
This Amended and Restated Declaration has been prepared at the direction of Sturgeon Point Homeowners Association ("Association") for the convenience of the Unit Owners as well as for prospective purchasers of Units within Sturgeon Point. Drawings, as amended, are included in this Restated Declaration by reference only. Those drawings are available for review at the Ashtabula County Fiscal Office.

Unit Owners and prospective Unit Owners are reminded that this Restated Declaration does not materially amend the Original Declaration and all recorded Amendments. The Original Declaration and all recorded Amendments are available for review at the Ashtabula County Recorder's Office. Any inconsistency between the Original Declaration and Amendments, and this Amended and Restated Declaration will be resolved in favor of the Amended and Restated Declaration.

IN WITNESS , the Sturgeon Point Homeowners Association, an Ohio non-profit corporation, has executed this instrument by its authorized officers, on this 30 day of January, 2016.

STURGEON POINT HOMEOWNERS ASSOCIATION


AL SCHRADER, its PRESIDENT


JENNIFER COLLIS, its SECRETARY

STATE OF OHIO)
) SS:
COUNTY OF Ashtabula)

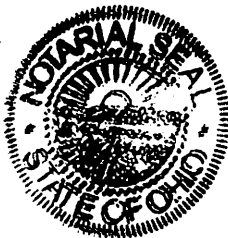
Before me, a Notary Public, in and for such County and State, personally appeared the above-named **STURGEON POINT HOMEOWNERS ASSOCIATION**, by its President and its Secretary, respectively, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of such corporation, and the free act and deed of them personally and as such officers.


IN TESTIMONY, I have set my hand and official seal at Geneva, Ohio, this 30th day of January, 2016.


NOTARY PUBLIC

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

Place notary stamp/seal here:



EILEEN SEITER
Notary Public, State of Ohio
My Commission Expires: 12-31-14


**STURGEON POINT CONDOMINIUMS
AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP**

Declaration made June 17, 1991, pursuant to Chapter 5311 of the Ohio Revised Code, by STURGEON POINT, INC., a corporation organized and existing under the laws of Ohio, having its principal offices at 29 West Main Street, Geneva, Ashtabula County, Ohio, and hereinafter referred to as grantor, amending and supplementing a previous Declaration of Condominium Ownership made on September 19, 1988, and filed on November 7, 1988, in Volume 44, beginning at Page 5736, Ashtabula County Records of General Index; and a subsequent First Amendment thereto, made on or about August 21, 1990, and filed on September 4, 1990, in Volume 52, beginning at Page 7487, Ashtabula County Records of General Index; and a Second Amendment thereto, made on or about September 6, 1990, and filed on September 6, 1990, in Volume 52, beginning at Page 7944, Ashtabula County Records of General Index.

1. **Submission of Property.** Grantor, which is Unit Owner in fee simple of the lands, the buildings, and all other improvements constructed or to be constructed thereon, together with all easements, rights, and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, as described below and hereinafter collectively referred to as the property, hereby declares certain divisions, covenants, restrictions, limitations, conditions, and uses respecting the property, intending thereby to submit the property to the provisions of Chapter 5311 of the Ohio Revised Code, hereinafter referred to as the condominium act, and further intending thereby to create covenants running with the land and binding grantor, and its successors and assigns forever.

2. **Name of Condominium.** The condominium shall be known as STURGEON POINT CONDOMINIUMS.

3. **Description of Land.** The land on which the building and improvements constituting the property are to be located, consists of the following:

Situated in the Village of Geneva-on-the-Lake, County of Ashtabula, and State of Ohio, and known as being part of Lot 15, Section 2, original Geneva Township, and further described as follows:

Commencing at a point in the centerline of Lake Road (State Route 531) at the southwest corner of lands deeded to Sturgeon Point, Inc., by instrument recorded at Volume 50, Page 5748, Ashtabula County Records of General Index; thence North 02 degrees, 30 minutes, 00 seconds East along Sturgeon Point's West line, 193.16 Feet to a point and the principal place of beginning;

Thence continuing in the same direction, along Sturgeon Point's West line, 115.50 feet to a point;

Thence South 87 degrees, 30 minutes, 00 seconds East, 125.98 feet to an Iron pin found in a corner of the west line of lands conveyed to Sturgeon Point, Inc., by instrument recorded at Volume 43, Page 5249, Ashtabula County Records of General Index;

Thence South 02 degrees, 30 minutes, 00 seconds West, along the West line of lands of Sturgeon Point, Inc., 78.0 feet to an iron pin found in a corner of said Sturgeon Point, Inc., lands;

Thence South 87 degrees, 30 minutes, 00 seconds East, along Sturgeon Point's South line, 40.0 feet to a hub & tack in a corner of said Sturgeon Point lands;

Thence South 02 degrees, 30 minutes, 00 seconds West, along said Sturgeon Point's West line, 37.50 feet to a point;

Thence North 87 degrees, 30 minutes, 00 seconds West, 165.98 feet to the principal place of beginning and containing 0.368 acres of land, be the same more or less, but subject to legal highways and easements or restrictions of record.

Permanent Parcel Number:

Prior instrument reference: Volume 50, Page 5478, Ashtabula County Records of General Index.

4. **Description of Buildings.** The four buildings ("A" through "D") to be constructed on the land will be principally frame construction and will each consist of a ground floor, and two upper floors above and ground floor, comprising a total building area of 7,701 square feet, of which 7,395 square feet will constitute 9 apartment Units, and 306 square feet will constitute Common Elements of said buildings.

Building "E" consists of a three-story walk-up frame building containing 12 apartment Units (four on each floor). In appearance and general construction, Building "E" will be substantially similar, except for size, to Buildings "A" through "D."

Building "F" consists of a three-story walk-up frame building containing six apartment Units (two on each floor). In appearance and general construction, Building "F" will be substantially similar, except for size, to Buildings "A" through "E."

5. Units. In each of the three floors of the buildings there will be three apartment Units, which will be numbered consecutively from one to three on each floor. These numbers will be preceded by the hundredth which corresponds to each floor and followed by a letter (A, B, C or D), designating the building; for example, those on the first floor will bear the numbers "101-A," "102-A," etc. in Building A; and those on the second floor the numbers "201-A," "202-A," etc. Hereinafter such apartment Units will be referred to as Apartment Unit Type Number One, Apartment Unit Type Number Two, etc., respectively.

Each apartment Unit will be equipped with vinyl flooring where appropriate; stainless steel kitchen sink, wall cabinets, General Electric range with oven, General Electric dishwasher, General Electric refrigerator-freezer with ice-maker, garbage disposal, bathtub or shower, vitreous enamel toilets, and wash basin.

As shown on the floor plans to be filed simultaneously herewith each Unit is to consist of the area enclosed at its sides by the Unit side of the exterior walls of the building; the Unit side of the walls and partitions separating the Unit from mechanical equipment spaces and other Common Elements; and where walls and partitions separate the Unit from other Units, in each case up to and including the Unit side of such partitions. Above and below, each apartment Unit consists of the space between the top of the sub-floor and the underside of the ceiling.

- A. Apartment Unit Type Number One. This is a roughly rectangular shape apartment, measuring 42 feet long by 20 feet wide, with a total approximate area of 840 square feet. Its main door has access to the exterior deck of the floor on which it is located, which exits to the stairway. The apartment Unit consists of the following rooms and areas: An entry area of 70 square feet, a living/dining room of 358

square feet; a kitchen of 72 square feet, which includes the appliances and cabinets set forth above; outside storage area of 12 square feet; one bedroom, of 150 square feet, one utility room of 22 square feet; and one bathroom of 64 square feet, including vitreous enamel basin and toilet, and fiberglass bathtub.

- B. Apartment Unit Type Number Two measures 42 feet long by 16 feet wide, with an approximate total area of 672 square feet. Its main door has access to the exterior deck of the floor on which it is located, which exits to the stairway. The apartment Unit consists of the following rooms and areas: An entry area of 130 square feet; a living/dining room of 224 square feet; a kitchen of 72 square feet, which includes the appliances and cabinets set forth above; outside storage area of 12 square feet, one bedroom, of 144 square feet, one utility room of 22 square feet; and one bathroom of 64 square feet, including vitreous enamel basin and toilet, and fiberglass bathtub.
- C. Apartment Unit Type Number Three is an irregular rectangle in shape which measures 43.09 feet long by 22 feet wide, and has an approximate total area of an average of 948 square feet. Its main door has access to the exterior deck of the floor on which it is located, which exits to the stairway. The apartment Unit consists of the following rooms and areas: An entry area of 80 square feet; a living/dining room of 260 square feet; a kitchen of 75 square feet, which includes the appliances and cabinets set forth above; outside storage area of 10 square feet; one bedroom of 210 square feet; a second bedroom of 110 square feet; utility room of 30 square feet; and one bathroom of 46 square feet, including vitreous enamel basin and toilet, and fiberglass bathtub; a second bathroom of 35 square feet.

All Units are constructed as depicted in the drawings filed contemporaneously herewith, and the exact dimensions of said Units are as depicted in such drawings; the descriptions contained herein are illustrative and general, and are not meant to supersede or replace such drawings.

Units 101-E, 201-E, and 301-E are substantially similar, consisting of a two-bedroom apartment Unit of approximately 1070 square feet in total size, with room dimensions and features approximately as follows: master bedroom, 24 x 11, with walk-in closet and bath including vitreous enamel sinks and commode,

fiberglass tub with shower; second bedroom, 13 x 10 with closet; kitchen, 8 x 11 with range, refrigerator, and dishwasher, second bath or walk-in closet, 8 x 5; living and dining area opening onto patio/deck, 26 x 12; patio or deck, 21 x 6; entry hall with utility closet off hall.

Units 104-E, 204-E, and 304-E are substantially similar, consisting of a two-bedroom apartment Unit of approximately 1169 square feet (except that 104-E has an area of 1147 square feet because a utility chase is located in one wall) in total size, with room dimensions and features approximately as follows: master bedroom, 12 x 18, with walk-in closet and bath including vitreous enamel sinks and commode, fiberglass tub with shower; second bedroom, 13 x 11 with closet and private entrance to second bath; kitchen, 8 x 11 with range, refrigerator, and dishwasher; second bath or walk-in closet, 7 x 6; living and dining area opening onto patio/deck, 33 x 15, patio or deck, 31 x 6; entry hall with utility closet off hall.

Units 102-E, 103-E, 202-E, 203-E, 302-E and 303-E are substantially similar, consisting of a one-bedroom apartment Unit of approximately 834 square feet in total size, with room dimensions and features approximately as follows: bedroom, 13 x 12 with closet; bath including vitreous enamel sinks and commode, fiberglass tub with shower, 12 x 8; kitchen, 8 x 10 with range, refrigerator, and dishwasher; living and dining area opening onto patio/deck, 19 x 20; patio or deck, 17 x 6; entry hall with utility closet off hall.

Units 101, 201, and 301 in building "F" are substantially similar, each consisting of a two-bedroom-plus apartment Unit of approximately 1387 square feet in total size, with room dimensions and features approximately as follows: master bedroom, 12 x 16, with walk-in closet and bath including vitreous enamel sinks and commode, fiberglass tub with shower; second bedroom, 13.5 x 11 with closet and private access to second bathroom; kitchen, 6.7 x 10 with range, refrigerator, and dishwasher; second bath approximately 8.5 x 5.5; living and dining area opening onto deck/balcony, 14.9 x 25; den (or third bedroom), 14 x 11, with a small closet and with access to utility closet; entry hall with closet off hall, opening onto second deck or balcony.

Units 102, 202, and 302 are mirror-images of 101, 201, and 301, with the same number, type, and sizes of rooms, but with the layout reversed in terms of left-to-right orientation.

All Units open onto 2 decks (first floor) or balconies (upper floors) which are Limited Common Elements, their use being common to the two Units on each floor contiguous thereto.

6. Common Elements. The Common Elements shall consist of the following:

- A. Those lands, structures, improvement, areas, and things which are designated as Common Elements in this Declaration.
- B. The parcel of land described above; including a beach on Lake Erie, the size of which varies as a result of water level fluctuations.
- C. Parking facilities for approximately 123 vehicles, consisting of 44,280 square feet.
- D. The following facilities located throughout the project:
 - (1) The foundations, columns, girders, beams, supports, exterior walls (not including portions thereof on Unit sides of the frame work of such walls), and partitions separating Units from mechanical equipment spaces and other Common Elements (not including portions on Unit sides of the frame work of such walls), all frame work walls separating Units, those portions of plaster partitions separating Unit between the centerline of the plaster on each side of such partition, all concrete floors and ceilings, and all roofs.
 - (2) All halls, corridors, lobbies, balconies, fire escapes, pavements, entrances and exits of the building.
 - (3) Two stairways in each building leading from the ground floor to the top floor of the building in each case.
 - (4) Central and appurtenant installation for services such as power, telephone, light, gas, and cold water supply.
 - (5) All sewer pipes.

- (6) All gardens, swimming pools, recreational, and community facilities.
- (7) All other parts of the property necessary or convenient to its existence, maintenance, and safety, or which are normally in common use.

E. The following facilities located in each of the floors are restricted Common Elements. A balcony or deck giving access to the stairways, and to certain apartment Units. Their use is common only to the Unit Owners, etc. of the Units pertaining thereto.

7. **Ownership of Common Elements.** Each Unit Owner of an apartment Unit shall own in fee simple absolute a proportionate, undivided interest in the aforesaid Common Elements listed under Paragraphs A, B, C, and Nos. 1 through 7 of Paragraph D of Part 6 equal to the proportion that the size in square feet of such apartment Unit bears to the total size of all apartment Units, as follows below. To the extent that the Declaration(s) previously made and filed as aforesaid provide to the contrary, they are hereby amended; and all total interior Unit sizes and resultant proportionate interests in the Common Elements as defined and described above are hereby established, allocated, and re-allocated as follows:

Building A

<u>Unit no.</u>	<u>Size</u>	<u>Percentage</u>
101-A	802 sq. ft.	1.68
102-A	635 sq. ft.	1.33
103-A	882 sq. ft.	1.84
201-A	802 sq. ft.	1.68
202-A	635 sq. ft.	1.33
203-A	882 sq. ft.	1.84
301-A	802 sq. ft.	1.68
302-A	635 sq. ft.	1.33
303-A	882 sq. ft.	1.84

Building B

<u>Unit no.</u>	<u>Size</u>	<u>Percentage</u>
101-B	802 sq. ft.	1.68
102-B	635 sq. ft.	1.33
103-B	882 sq. ft.	1.84
201-B	802 sq. ft.	1.68
202-B	635 sq. ft.	1.33
203-B	882 sq. ft.	1.84
301-B	802 sq. ft.	1.68
302-B	635 sq. ft.	1.33
303-B	882 sq. ft.	1.84

Building C

<u>Unit no.</u>	<u>Size</u>	<u>Percentage</u>
101-C	802 sq. ft.	1.68
102-C	635 sq. ft.	1.33
103-C	882 sq. ft.	1.84
201-C	802 sq. ft.	1.68
202-C	635 sq. ft.	1.33
203-C	882 sq. ft.	1.84
301-C	802 sq. ft.	1.68
302-C	635 sq. ft.	1.33
303-C	882 sq. ft.	1.84

Building D

<u>Unit no.</u>	<u>Size</u>	<u>Percentage</u>
101-D	802 sq. ft.	1.68
102-D	635 sq. ft.	1.33
103-D	882 sq. ft.	1.84
201-D	802 sq. ft.	1.68
202-D	635 sq. ft.	1.33
203-D	882 sq. ft.	1.84
301-D	802 sq. ft.	1.68

302-D	635 sq. ft.	1.33
303-D	882 sq. ft.	1.84

Building E

<u>Unit no.</u>	<u>Size</u>	<u>Percentage</u>
101-E	1070 sq. ft.	2.24
102-E	834 sq. ft.	1.74
103-E	834 sq. ft.	1.74
104-E	1147 sq. ft.	2.40
201-E	1070 sq. ft.	2.24
202-E	834 sq. ft.	1.74
203-E	834 sq. ft.	1.74
204-E	1169 sq. ft.	2.44
301-E	1070 sq. ft.	2.24
302-E	834 sq. ft.	1.74
303-E	834 sq. ft.	1.74
304-E	1169 sq. ft.	2.44

Building F

<u>Unit no.</u>	<u>Size</u>	<u>Percentage</u>
101-F	1387 sq. ft.	2.90
102-F	1387 sq. ft.	2.90
201-F	1387 sq. ft.	2.90
202-F	1387 sq. ft.	2.90
301-F	1387 sq. ft.	2.90
302-F	1387 sq. ft.	2.90

8. Proportionate Representation; Participation in Common Profits and Expenses: Definitions. Each Unit Owner shall share in the Common Profits and expenses, as hereinafter defined, in accordance with such Unit Owner's interest in the Common Elements as set forth above. Each Unit shall have one vote in the actions of the Unit Owners Association. However, such proportionate representation may be limited in accordance with the provisions of the Bylaws annexed hereto as Exhibit A.

- A. For purposes of this Declaration, "Common Profits" means the excess of all receipts over all disbursements of the Unit Owners Association.
- B. For purposes of this Declaration, "Common Expenses" means the expenses for operation of the property, and all sums designated Common Expenses by or pursuant to the provisions of this Declaration, or the Bylaws annexed hereto as Exhibit A.

9. Intended Uses of Buildings. The uses for which the building and each of the Units therein are intended are as follows: all floors are to be used for residential purposes only. The intended purpose is as a primary residence or secondary home or vacation home. While rentals are permitted in accordance with the Bylaws, it is not intended as a short term rental Unit.

10. Covenants and Agreements. All Owners of Units, by acceptance of their respective deeds, covenant and agree as follows:

- A. The Common Elements shall remain undivided, and no right shall exist to partition or divide any of them, except when withdrawal of the property from the Condominium Act is authorized by the affirmative vote of all Unit Owners, and the procedures set forth in this Declaration dealing with such an eventuality are performed and followed.
- B. If any portion of the Common Elements encroaches on any Unit, or if any Unit encroaches on any other Unit, or any portion of the Common Elements, as a result of the construction of the building; or if any such encroachment shall occur as a result of settling or shifting of the building, a valid easement for such encroachment and for the maintenance of the same so long as the building stands, shall exist. In event the building, or any Common Element or any Unit therein, shall be partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then rebuilt, the minor encroachments of parts of the Common Elements on any Unit, or of any Unit on any other Unit or on any portion of the Common Elements, due to such rebuilding shall be permitted, and valid easements for such encroachments and the maintenance thereof for so long as the building stands, shall exist.

- C. Each Unit Owner shall have an easement in common with the Unit Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units and serving his Unit, and each Unit shall be subject to such easement in favor of the Unit Owners of all other Units. Each Unit shall have an easement for the exclusive use of any balcony to which it has sole access or concrete pad. The Board of Directors, on behalf of all Unit Owners shall have a right of access to each Unit to inspect the same, and to maintain, repair, replace the Common Elements therein or appurtenant thereto.
- D. Each Unit space shall be occupied and used by its respective Unit Owner only as a private dwelling for the Unit Owner, his family tenants, and social guests, and for no other purpose whatsoever.
- E. Each Unit Owner of a Unit shall, automatically on becoming the Unit Owner of such Unit, become a member of a Unit Owners' Association established for the administration of the Condominium Property, and shall remain a member thereof until such time as his ownership shall for any reason cease, at which time his membership in the Association shall likewise cease.
- F. Each apartment and Unit Owner shall, immediately on becoming an Unit Owner thereof, grant to the Board of Directors, on behalf of all Unit Owners, an irrevocable power of attorney coupled with an interest to acquire title to or lease any Unit whose Unit Owner desires to surrender the same, or that may be the subject of a foreclosure or other judicial sale, and to convey, sell, lease, sublease, mortgage, or otherwise deal with any Unit so acquired.
- G. Any Unit leased or acquired by the Board of Directors in any manner whatsoever shall be held by the Board on behalf of all Unit Owners, in proportion to the respective common interests of such Unit Owners as set forth above.
- H. Administration of the condominium shall be in accordance with the provisions of this Declaration and the Bylaws.

- I. Each Unit Owner and all tenants who are occupants of apartment Units shall comply with the provisions of this Declaration, as lawfully amended from time to time. Failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action for damages, or for injunctive relief, or both, brought by the Unit Owners Association, by a Unit Owner or Unit Owners, or by both.
 - J. No Unit Owner of an apartment Unit may exempt himself from liability for his proportionate share of the common expenses by waiver of the use or enjoyment of any of the Common Elements, or by abandonment of his apartment Unit.
 - K. Each Unit Owner must, within 30 days of the recording of the Amendments recorded on September 26, 2014, at Book 574, Page 197 et seq., or within 30 days of title transferring to the Unit Owner, provide to the Association the Unit Owner's and/or all occupants' names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any person who manages the Unit as an agent of that Unit Owner. Any change in the information must be provided to the Board, in writing, within 30 days of said change.
 - L. A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Unit or remaining in or on the Condominium Property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association is not, however, liable to any Unit Owner or Occupant, or anyone visiting any Unit Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.
11. Assessment Liens. All sums assessed by the Association for common charges applicable to any apartment Unit remaining unpaid for more than 10 days

after the date the same have become due and payable shall constitute a lien on such apartment Unit prior to all other liens subsequently arising or created, except (1) real estate tax and assessment liens of record and (2) first mortgage liens of record. Such lien may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of all Unit Owners by the President of the Association, pursuant to the authorization of the Board of Directors thereof. During the pendency of any such foreclosure the apartment Unit Owner shall be required to pay a reasonable rental for the Unit, and the Board of Directors shall be entitled to the appointment of a receiver to collect the same. The Board of Directors, acting on behalf of the Unit Owners of the apartment Units, shall have the power to bid on the Unit at foreclosure, and to acquire, hold, lease, mortgage, and convey the same. Suit to recover a money judgment for unpaid Common Expenses may also be maintained without foreclosing or waiving the lien securing the payment of such expenses.

The Association has a lien upon each Unit's ownership interest for any unpaid interest, administrative late fees, enforcement Assessments, and collection costs, attorney's fees, and paralegal fees.

A Unit Owner, who fails to pay any assessment(s) within 10 days after same have become due and payable, is liable for any late charges as established by the Board and for any and all costs and expenses incurred by the Association, including reasonable attorneys' fees, recording costs, title reports, and/or court costs, in connection with the collection of said Unit Owner's account, and/or in any action in which the Association is named as a party by any mortgagee or other creditor of said Unit Owner.

12. Acquisition of Unit at Foreclosure Sale, Effect. Where the mortgagee of first mortgage of record or other purchaser of an apartment Unit obtains title to such Unit as a result of the foreclosure of a mortgage, such purchaser, his heirs, successors and assigns, shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Unit for any period prior to the acquisition of title to such Unit by such purchaser. Any such unpaid share of the Common Expenses shall be collectible from all apartment Units including the Unit acquired by such purchaser, his heirs, successors and assigns.

13. Rental of Units. Apartment Units shall not be rented for transient or hotel purposes, which are defined as a rental for any period less than three days. With the exception of rentals for transient or hotel purposes, apartment Unit

Owners shall have the absolute right to lease their Units, provided such leases are made subject to the covenants and restrictions contained in this Declaration and Bylaws, as such may from time to time be amended.

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

14. Destruction of or Damage to Property; Effect. In the event the property is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided in current Section 5311.14 of the Ohio Revised Code.

15. Rehabilitation of Property. In the event the Unit Owners shall determine that the Condominium Property is obsolete, in whole or in part, they may elect, by affirmative vote of those Unit Owners entitled to exercise 75% of the voting power of the Unit Owners' Association, at a meeting duly called and held for the purpose of considering such action, to renew and rehabilitate the property or any part thereof. In the event of such election, the cost of renewal and rehabilitation shall be treated as a Common Expense.

16. Liability for Assessments Upon Voluntary Conveyance. In a conveyance of a Unit, the grantee of the Unit will be jointly and severally liable with the grantor for all unpaid assessments levied by the Association against the grantor and the Unit, including their share of all Common Expenses charged against the Unit up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee. However, any prospective grantee will be entitled to a statement from the Association, provided through the grantor, within 30 days after receipt by the Association of a request from the grantor, setting forth the amount of all unpaid Assessments; and such grantee will not be liable for, nor will the Unit conveyed be subject to a lien for, any unpaid Assessments levied by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement. As

used in this Paragraph, "grantor" will include a decedent and "grantee" will include a devisee or heir, or any other successor or assign of a grantor.

17. Agreements and Determinations of Association. All agreements and determinations lawfully made by the Association in accordance with the voting procedures established in the Bylaws, with the percentage vote attributable to each Unit amended as set forth herein, shall be binding on all Unit Owners, their heirs, successors and assigns.

18. Insurance. The Board of Directors of the Unit Owner's Association shall insure all Unit Owners, their tenants, and all persons lawfully in possession of control of any part of the Condominium Property against liability for personal injury or property damage arising from or relating to the Common Elements. The Board shall also obtain and continue in effect for the benefit of Unit Owners, fire and extended coverage insurance on all buildings and structures of the condominium Property in an amount sufficient to rebuild the structures and the Units in a manner as originally sold, replacing appliances, fixtures, HVAC, plumbing, electrical, floor coverings and other components to their original quality. Such insurance may have usual coverages and deductibles, but in no event less the full current fair value thereof. The cost of all insurance premiums shall be treated as a Common Expense to be paid by monthly assessments levied by the Unit Owner's Association. Such payments shall be held in a separate escrow account of the Association, and used solely for the payment of the insurance premiums as such premiums become due.

19. Receipt of Service of Process. The Board will designate the person to receive service of process for the Association. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

20. Delegation of Managerial Duties. Any right, privilege or duty herein granted to or imposed on the Board of Directors of the Unit Owners' Association other than the determination and levy of assessments for common charges and the enforcement of liens for failure to pay the same may be delegated to a professional corporate managing agent by mutually binding contract entered into between the President or authorized agent of the Unit Owners' Association and such managing agent.

21. **Amendment of Declaration.** This Declaration may be amended by the affirmative vote of those Unit Owners entitled to exercise not less than 75% of the total voting power of the Unit Owners Association, cast in person or by proxy at a meeting duly called and held in accordance with the Bylaws attached hereto as Exhibit A. No such amendment shall be effective until recorded in the office of the recorder of Ashtabula County, Ohio.

22. **Invalidity.** If any one or more provisions of this Declaration are declared invalid, such invalidity shall in no way impair or affect in any manner the validity, enforceability, or affect of the remainder of this Declaration.

23. **Waiver.** No provision contained in this Declaration shall be deemed waived by reason of any failure to enforce the same, irrespective of the number of violations or the consistency of such failure of enforcement.

24. **Captions.** Captions are inserted in this Declaration for convenience and reference only, and shall not be taken in any way to limit or describe the scope of this Declaration or any provision thereof.

25. **Enforcement.**

- A. **Enforcement Assessments.** The Board has the authority to impose interest and administrative late fees for the late payment of Assessments; impose returned check charges; and, in accordance with Chapter 5311, 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.
- B. **Suspended Rights.** When a Unit Owner is delinquent in the payment of Assessments for more than 30 days, the Board may, by a majority vote, suspend the voting privileges of the Unit Owner and/or right of the occupants to use the recreational facilities.
- C. **Cost of Enforcement.** The Board may levy reasonable enforcement assessments if any Unit Owner (either by his or her conduct or by the conduct of any Occupant or guest of his or her Unit) violates any provision of the Declaration, Bylaws, or rules. The Board may also levy reasonable charges for damage to the Common Elements or any

part of the Condominium Property for which the Association is responsible to maintain. Said Unit Owner must pay to the Association, in addition to any other sums due, any enforcement assessments, any charges for damage, and all fees, costs, and expenses the Association incurs in connection with the enforcement of any provision of the Declaration, Bylaws, or rules and/or repair of damage, including reasonable attorneys' fees and/or court costs. Said enforcement assessments, charges for damage, fees, costs, and expenses will be charged as a special assessment against said Unit, and is the personal obligation of said Unit Owner. The Association, in addition to all other remedies available, has the right to place a lien on the estate or interest in the Unit of said Unit Owner as further explained and set forth in Declaration Article 11, as amended.