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AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
MORELAND COURTS CONDOMINIUM ASSOCIATION

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR MORELAND COURTS CONDOMINIUM ASSOCIATION IS BEING RE-RECORDED TO INCLUDE EXHIBIT A.

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR MORELAND COURTS CONDOMINIUM RECORDED AT VOLUME 14841, PAGE 173 ET SEQ. OF THE CUYAHOGA COUNTY RECORDS.

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
MORELAND COURTS CONDOMINIUM ASSOCIATION

WHEREAS, on or about August 28, 1978, M.C. Ltd., an Ohio Partnership (“Declarant”), filed the Original Declaration of Condominium Ownership for Moreland Courts Condominium (the “Original Declaration”), which included the Original Bylaws of Moreland Courts Condominium Association, Inc. (the “Original Bylaws”), Exhibit B to the Declaration, at Cuyahoga County Records Volume 14841, Page 173 et seq., and

WHEREAS, the Original Declaration subjected the real estate described in Declaration Article 1, Section A (the “Condominium Property”) to the easements, covenants, and restrictions contained in the Original Declaration; and

WHEREAS, the Moreland Courts Condominium Association, Inc. (the “Association”) is a corporation consisting of all Unit Owners in Moreland Courts and as such is the representative of all Unit Owners, and

WHEREAS, Original Declaration Article 9 authorizes amendments to the Original Declaration and Original Bylaws Article XI, Section 1 authorizes amendments to the Bylaws, and

WHEREAS, Unit Owners representing at least 75% of the Association’s current voting power, based on ownership interests, have executed instruments in writing consenting to the Amended and Restated Declaration, including the Bylaws, as attached to and made a part of this amendment (the “Amendment”), the purpose and effect of such Amendment being to amend and restate the Original Declaration, including the Original Bylaws, and all previously made and recorded amendments to the Original Declaration and the Original Bylaws, in their entirety, and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 81.57% of the Association’s voting power as of March 11, 2014, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 81.57% of the Association’s voting power authorizing the officers of the Association to execute the Amendment on their behalf, and

WHEREAS, attached hereto as Exhibit A is a Certificate of the Association's President certifying the adoption of the Amendment and that copies of this Amendment have been mailed by certified mail to all mortgagees on the records of the Association;

WHEREAS, attached hereto as Exhibit B is a certification from the Association's Secretary as to the consenting mortgagees, on the records of the Association, to this Amendment; and,

WHEREAS, the proceedings necessary to amend the Original Declaration, including the Original Bylaws, have in all respects been complied with.

NOW THEREFORE, the Association, as certified by the Association's President, hereby amends the Original Declaration, which includes the Original Bylaws, by the following (including the attached document):

A) The statements, representations, and recitals stated above are included in and made part of this Amendment.

B) DELETE the DECLARATION Pages 1 through 49 and BYLAWS Pages 1 through 25, as recorded in Cuyahoga County Records Volume 14841, Page 173 et seq., and as subsequently amended.

C) INSERT new AMENDED AND RESTATED DECLARATION PAGES 1 through 83, as attached hereto and as if fully rewritten herein.

INSERT new AMENDED AND RESTATED BYLAWS PAGES 1 through 25, as attached hereto and as if fully rewritten herein.

C) Any conflict between the provisions of the Amended and Restated Declaration and Bylaws as contained in this Amendment and the Original Declaration and Original Bylaws as previously recorded in Cuyahoga County Records Volume 14841, Page 173 et seq., including all previously made and recorded amendments thereto, is to be interpreted in favor of the provisions of this Amendment. Upon the recording of this Amendment, only Unit Owners of record at the time of such filing have standing to contest the validity of the Amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the Amendment.

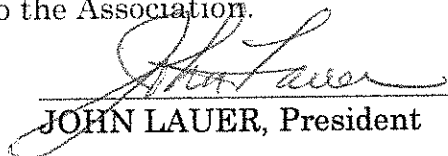
EXHIBIT A

CERTIFICATION

STATE OF OHIO)
)
COUNTY OF Cuyahoga) SS

JOHN LAUER, being first duly sworn, states and certifies as follows:

1. He is the duly elected and acting President of the Moreland Courts Condominium Association, Inc.
2. The Amendment constitutes the resolution of the Association approving the Amendment, including the attached Amended and Restated Declaration and Bylaws, as approved in writing by Unit Owners representing in excess of 75% of the Association's voting power.
3. He caused copies of the Amendment to the Original Declaration and Original Bylaws to be mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.



JOHN LAUER, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named JOHN LAUER who acknowledges that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Cleveland, Ohio, this 25th day of March, 2014.



NOTARY PUBLIC

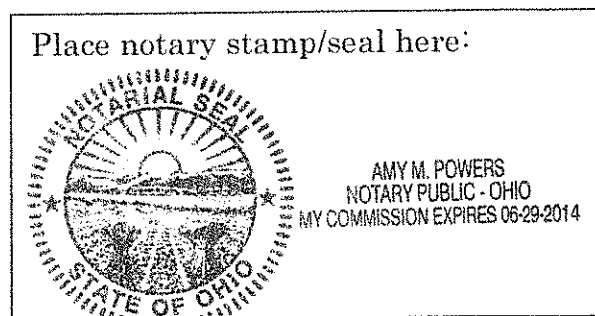
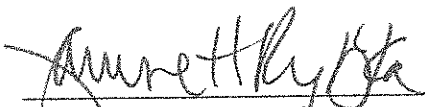


EXHIBIT B

CERTIFICATION OF SECRETARY

STATE OF OHIO)
)
COUNTY OF Cuyahoga) SS

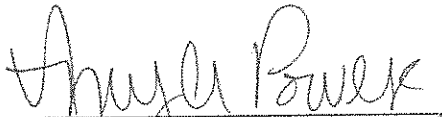
JANINE RYBKA, the duly elected and acting Secretary of the Moreland Courts Condominium Association, Inc., hereby certifies that there is on file in the Association's records, the names of the following mortgagees who have consented to the proposed Amendment to the Original Declaration and Original Bylaws: None.



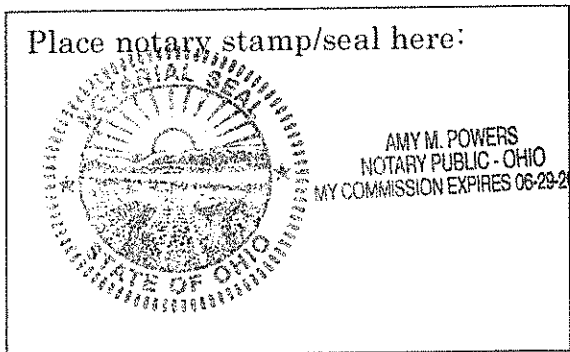
JANINE RYBKA, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above named JANINE RYBKA who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Cleveland, Ohio, this 25 day of March, 2014.



NOTARY PUBLIC



Moreland Courts Condominium Association

Declaration of Condominium Ownership

TABLE OF CONTENTS

Article		Page
I	DEFINITIONS	1
	Section A Legal Description	1
	Section B Definitions	1
II	NAME	6
III	PURPOSE AND RESTRICTIONS OF USE ON CONDOMINIUM PROPERTY	6
	Section A Purposes	6
	Section B Restrictions on Use.....	6
IV	GENERAL DESCRIPTION OF BUILDINGS – LEGAL DESCRIPTION	28
V	UNITS	30
VI	DESCRIPTION OF COMMON AND LIMITED COMMON ELEMENTS.....	32
	Section A Common Elements	32
	Section B Limited Common Elements	35
	Section C Exclusive Use Areas	35
VII	CONDOMINIUM ASSOCIATION	36
	Section A Membership	36

	Section B	Board of Directors and Officers	36
	Section C	Administration of Condominium Property	36
	Section D	Service of Process	36
VIII	MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS		37
	Section A	The Association	37
	Section B	Responsibilities of Unit Owners	43
	Section C	Effect of Insurance or Construction Guarantee	52
	Section D	Unit Maintenance, Repair, and Replacement Guidelines	52
	Section E	Interpretation of Maintenance Obligation	52
	Section F	Division or Combination of Units	53
IX	ASSESSMENTS AND LIEN OF ASSOCIATION		54
	Section A	General	54
	Section B	Obligation to Pay Assessments	54
	Section C	Failure to Pay Assessments When Due.....	55
	Section D	Lien of Association	55
	Section E	Priority of Association's Lien	56
	Section F	Dispute as to Common Expenses	57
	Section G	Non-Liability of Foreclosure Sale Purchaser	57
	Section H	Liability for Assessments Upon Voluntary Conveyance	57
X	INSURANCE		58
	Section A	Property Insurance.....	58
	Section B	Unit Owner Insurance	61
	Section C	Liability Insurance and Other Insurance Coverage	63
	Section D	Waiver of Subrogation	64
XI	DAMAGE AND RESTORATION		64
	Section A	Damage and Destruction	64
	Section B	Restoration of Buildings	65

XII	EASEMENTS	66
	Section A Encroachments	66
	Section B Maintenance Easements	67
	Section C Easements for Certain Utilities	67
	Section D Shaker Square Easements	67
	Section E Conservation Easements	68
	Section F Easements to Run With Land	68
	Section G Reference to Easements in Deeds	68
	Section H Damage Resulting From Exercise of Easements	68
	Section I Power of Attorney	69
XIII	CONDEMNATION.....	69
	Section A Standing	69
	Section B Use of Proceeds	70
	Section C Insufficient Proceeds; Excess Proceeds	70
	Section D Non-Restorable Unit	70
	Section E Power of Attorney	71
XIV	REMEDIES FOR VIOLATIONS.....	71
	Section A Abatement and Enjoinment	71
	Section B Involuntary Sale	72
	Section C Cost of Enforcement	73
	Section D Cure by Association	73
	Section E Eviction by Association	74
XV	AMENDMENT OF THE DECLARATION, BYLAWS AND DRAWINGS.....	74
	Section A In General	74
	Section B Board Amendments	74
	Section C Limitation on Unit Owner Challenge	74
	Section D Mortgagee Consent.....	75
XVI	SALE OR OTHER ALIENATION OF UNITS.....	75
XVII	NOTICES TO LENDING INSTITUTIONS	76

XVIII GENERAL PROVISIONS.....	77
Section A Service of Notices on the Board	77
Section B Services of Notices on Unit Owners	77
Section C Copies of Notices to Mortgagees	77
Section D Service of Notices on Devisees and Personal Representative	77
Section E Signature Requirements	77
Section F Use of New Technology	78
Section G Compliance with Covenants	79
Section H Non-Waiver of Covenants	79
Section I Headings	79
Section J Severability	79
Section K Covenants to Run with the Land	79
Section L Construction.....	79
Section M Scrivener's Corrections	80
Section N Interpretation of Declaration	80

ARTICLE I

DEFINITIONS

(A) Legal Description. The legal description of the Condominium Property is contained in Exhibit C attached to this Declaration and is made part of the Declaration.

(B) Definitions. Capitalized words or terms used in the Declaration, or the attached Bylaws, have the meaning given to them in this Paragraph (B) and if not defined below, the meaning given to the capitalized word or term where it first appears in this Declaration or the attached Bylaws. The following words and terms used in this Declaration are defined as follows:

(1) “Assessment” means the determination of the share of Common Expenses and other charges levied against the Unit Owner(s) which, from time to time, are payable by each Unit Owner as determined in accordance with the Declaration, the Bylaws, and the Rules. The term “other charges” includes, without limitation, the costs, expenses, and charges for repairs and replacements the Association makes that are the Unit Owner’s obligation or responsibility to make, any special charges made by the Association to the Unit Owner for special services or facilities rendered to the Unit Owner or his/her Unit Ownership Interest, and for special or extraordinary uses or consumptions attributable to such Unit Owner or his/her Unit Ownership Interest, damages, or fines resulting from the failure of the Unit Owner or any Occupant of the Unit to comply with any of the covenants, conditions, obligations, or restrictions contained in this Declaration, the Bylaws, or with any of the Rules, together with the costs (including court costs and reasonable attorneys’ fees) of any action to obtain injunctive or other necessary relief against such non-compliance, any other charges or Assessments permitted by this Declaration or the Bylaws to be made against the Unit Owner or his/her Unit Ownership Interest, interest upon each Assessment and charged at the highest legal rate that may be charged to an individual from the date the Assessment or charge first comes due to the date it is paid in full, and the reasonable costs of collection of any unpaid Assessments and charges (including court costs and reasonable attorneys’ fees) and reasonable monthly administrative late charges.

(a) "Annual Assessment" means the share of the estimated cash requirement levied against the Unit Owner(s) to pay for the Common Expenses, including reserves, for the ensuing calendar year in accordance with the Declaration and Bylaws. The Annual Assessment is to be paid in monthly installments throughout the year as determined by the Board and is commonly known as the "monthly maintenance fee."

(b) "Special Assessment" means the share of the Common Expenses or other charges levied against the Unit Owner(s) to pay for special or specific projects or expenses not provided for in the estimated cash requirement for the ensuing year, which is to be paid in a lump sum and/or monthly installments over one or more years as the Board determines.

(2) "Association" means Moreland Courts Condominium Association, Inc., an Ohio incorporated, not-for-profit, corporation consisting of all the Unit Owners, which administers the Condominium Property and more specifically described in Article VII below, and its successors in interest.

(3) "Board" means the Board of Directors of the Association as the same may be constituted from time to time.

(4) "Buildings" means the Buildings constituting a part of the Condominium Property and generally described in Article IV hereof.

(5) "Bylaws" means the Amended and Restated Bylaws of the Association attached hereto as Exhibit B and made a part hereof and as may be amended from time to time.

(6) "Chapter 5311" means Chapter 5311 of the Ohio Revised Code, as the same may be amended or supplemented from time to time.

(7) "Common Elements" means all parts of the Condominium Property except the Units and that are designated as Common Elements in Article VI hereof.

(8) “Common Expenses” means those expenses designated as Common Expenses in Chapter 5311, in this Declaration, in the Bylaws, and the following:

- (a) All sums the Association lawfully assesses against all of the Unit Owners;
- (b) Expenses the Association incurs in the administration, maintenance, repair, and replacement of the Common Elements; and
- (c) Expenses the Association determines from time to time to be Common Expenses.

(9) “Condominium Property” means the Land as defined in Article I, Paragraph (B)(14) below, together with the Buildings and all other improvements and structures now or hereafter erected, constructed, or contained in or on the Land, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners.

(10) “Declarant” means the original developer of the Condominium Property and incorporator of the Association, being M. C. LTD., an Ohio Partnership.

(11) “Declaration” means this instrument entitled “Amended and Restated Declaration of Condominium Ownership for Moreland Courts” and all of the Exhibits attached to this document, as originally executed, or if amended, as so amended, by which the Condominium Property is subject to the provisions of Chapter 5311.

(12) “Drawings” means the drawings for the Condominium as filed and attached to the Original Declaration, being Sheets 1 through 42 as prepared and certified by William J. Dempsey, Registered Surveyor, and John T. Miller, Registered Architect, which are incorporated into and as part of the Declaration by reference as further detailed in Exhibit A.

(13) "Exclusive Use Areas" means those parts of the Common Elements that the Declaration reserves for delegation by the Board to the use of certain Unit or Units, to the exclusion of other Units.

(14) "Land" means the entire tract of land constituting the Condominium Property. The legal description for the Land is set forth in Exhibit C.

(15) "Limited Common Elements" means those parts of the Common Elements that the Declaration designates as being reserved for use by a certain Unit to the exclusion of all other Units and designated as Limited Common Elements in Article VI below.

(16) "Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, or agency of the United States or any State, authorized and qualified to do business in the State of Ohio, and holding a first mortgage on a Unit, or any individual holding a mortgage on a Unit, of which mortgage interest the Association has received written notice, including the name and address of such mortgagee and the Unit(s) on which it holds, insures, or guarantees the mortgage.

(17) "Occupant" means the person or persons, other than the Unit Owner, who lawfully occupy a Unit or any part thereto.

(18) "Original Declaration" means that document and its attachments as originally recorded at Volume 14841, Page 173 of the Cuyahoga County Records, on or about June 21, 1978, together with all amendments thereto, including, without limitation, the Certificate of Amendment of Declaration recorded at Volume 15253, Page 585 et seq. of the Cuyahoga County Records, on May 16, 1980, the Certificate of Amendment to the Declaration recorded at Volume 90-3944, Page 52 et seq. of the Cuyahoga County Records, on July 6, 1990, the Certificate of Amendment to the Declaration recorded at Volume 91-2446, Page 30 et seq. of the Cuyahoga County Records, on May 2, 1991, the Amendment to the Declaration recorded at Instrument Number 200507200605 of the Cuyahoga County Records, on July 20, 2005, the Amendment to the Declaration recorded at Instrument Number 200510130806 of the Cuyahoga County Records, on October 13, 2005, the Supplemental Amendment to the Amendment of the Declaration recorded at Instrument Number

200712280634 of the Cuyahoga County Records, on December 28, 2007, the Second Supplemental Amendment to the Amendment of the Declaration recorded at Instrument 200902191075 of the Cuyahoga County Records, on February 19, 2009, the Amendment to the Declaration recorded at Instrument Number 200904300270 of the Cuyahoga County Records, on April 30, 2009, and the Special Amendment to the Declaration recorded at Instrument No. 201301030557 of the Cuyahoga County Fiscal records, on January 3, 2013. Except as otherwise expressly provided for in this document, this Amended and Restated Declaration and attached Bylaws supersedes the Original Declaration, as well as the Bylaws attached to the Original Declaration, in all respects.

(19) "Ownership Interest" means a Unit and the undivided interest in the Common Elements appertaining thereto.

(20) "Person" means a human being, a corporation, partnership, trust, or any other legal entity to which the law attributes the capacity of having rights and duties.

(21) "Rules" means such rules and regulations governing the operation and use of the Condominium Property, or any portion of the Condominium Property, as may be adopted by the Association, through a vote of the Unit Owners, or the Board from time to time, as further provided for in the Bylaws.

(22) "Unit" means a part of the Condominium Property consisting of one or more rooms on one or more floors of a building and designated as a Unit in the Declaration and more specifically described in Article V below.

(23) "Unit Owner" means a person or persons, natural or artificial, owning the fee simple estate in a Unit and its undivided interest in the Common Elements.

ARTICLE II

NAME

The name of the Condominium Property is "Moreland Courts Condominium."

ARTICLE III

PURPOSE AND RESTRICTIONS OF USE ON CONDOMINIUM PROPERTY

(A) Purposes. The Condominium Property is to be used for owner-occupied single family residence purposes, except as provided for in Article III, Paragraph (B)(12) below, and common recreational purposes auxiliary thereto and no other purpose; provided that, portions of the Condominium Property may be used for limited office or commercial use in strict accordance with the covenants and restrictions set forth in the Declaration, Bylaws, and Rules, as same may be amended from time to time.

(B) Restrictions on Use. The Units and Common Element, which in all instances includes the Limited Common Elements and Exclusive Use Areas unless otherwise specifically stated, may be used and occupied subject to the following:

(1) Office Use. A Unit Owner may use a portion of his/her Unit, or other part of the Condominium Property with the Board's written approval, in accordance with the Rules for his/her office or studio, provided:

(a) That the activities do not interfere with the quiet enjoyment or comfort of any other Unit Owner or Occupant;

(b) That it does not involve the regular or full-time personal services of any employee of the Unit Owner's business, except in accordance with the Rules;

(c) That in no event can any part of the Unit or other part of the Condominium Property be used as a school or music studio, except in accordance with the Rules;

(d) That such use does not result in walk-in traffic from the general public or from regular business invitees, except in accordance with the Rules;

(e) That such use does not result in the Unit becoming principally an office as distinct from a residence or in the Unit acquiring a public reputation as an office; and,

(f) That the amount and size of deliveries brought to or taken from a Unit may be regulated by the Board through the Rules.

(2) Obstruction of and Storage in Common Elements. The obstruction of or storage of anything stored in the Common Elements is prohibited without the Board's prior written consent, except as expressly provided by this Declaration or the Rules. Any and all items stored in or placed on the Common Elements are at the Unit Owner's sole risk.

(3) Hazardous Uses and Waste. Nothing will be done or kept in or on any part of the Condominium Property that will increase the rate of insurance on the Buildings, or the Buildings' contents, applicable for residential use without the Board's prior written consent. No Unit Owner will permit anything to be done or kept in or on any part of the Condominium Property that may or will result in the cancellation or restriction of insurance on the Buildings, or the Buildings' contents, or that would be in violation of any law.

(4) Exterior Installations, Modifications, and Improvements.

(a) To preserve, protect, and promote the original design and appearance of the Condominium Property, including, without limitation, the designation of the Property on the National Registry of Historic Places, as well as property values of Moreland Courts as a whole, any temporary or permanent structures, installations, plantings, placements, displays, signs, alterations, additions, improvements, or other items or modifications to the exterior surfaces of any Unit windows or doors, or the walls or roofs of the Buildings, or from, to, or upon any other part of the Common Elements is prohibited, except in strict accordance with the

Declaration and the Rules. Any and all temporary or permanent structures, installations, plantings, placements, displays, signs, alterations, additions, improvements, or other items or modifications, are collectively referred to as "Improvement(s)."

(b) Notwithstanding anything to the contrary in this Declaration, the Board has the right and authority to, but is not required to, approve of any Improvement(s) through the promulgation of Rules and/or with the Board's prior written consent, provided that no such approval can be granted unless the Board, in its sole discretion, determines a proposed Improvement does not and will not, in addition to any other standards the Board may from time to time adopt (i) materially adversely affect the original design and appearance of the Condominium Property, including, without limitation, the Moreland Courts' designation on the National Registry of Historic Places; (ii) create a safety hazard or nuisance; (iii) have an unsightly appearance; and, (iv) have a material adverse impact on any other Unit Owner, Occupant, or Unit.

(c) Due to the uniqueness and variety in the configuration, design, and layout of each Building as well as the Units, each and every request for an Improvement is to be considered and decided separately upon its own respective facts, circumstances, and merits; no past approved Improvements, past course of dealings, or past practices binds or requires the Board to approve or deny any later Improvement request. The Board has the sole right and authority to promulgate specifications, standards, requirements, and Rules with respect to the design, style, location, number, color, and other specifications for any Improvement. Unless otherwise explicitly stated in the Board's written approval of any Improvement, the maintenance, repair, and replacement of any Improvement will be in accordance with the provisions of this Declaration, including Article VIII, Paragraph (B)(2) below, and the insurance of any Improvement will be in accordance with the provisions of this Declaration, including Article X, Paragraph (B)(1) below. The Unit Owner, including any successor Unit Owner of the same Unit, who installs, places, or uses any given Improvement hereby indemnifies and holds the Association, Board, and any other Unit Owner or Occupant harmless from and against any and all liabilities, claims,

damages, losses, costs, and expenses, including reasonable attorneys' fees, which may result from or are in connection with such Improvement. The Unit Owner, including any successor Unit Owner of the same Unit, who installs, places, or uses any given Improvement further hereby waives, releases, and holds the Association, including its agents, officers, directors, contractors, and employees, harmless from any and all claims of damage or destruction to such Improvement of whatever cause or reason, except as a result of the intentional act of the Association not in accordance with this Declaration or the Rules.

(d) Unless otherwise explicitly stated in the Board's written approval of an Improvement, the approval granted for any Improvement does not create any property right or interest to any part of the Common Elements other than a revocable license to use, maintain, and insure the Improvement on the Common Elements in accordance with the Declaration and Rules. The Board may set or promulgate such terms, conditions, and/or Rules for the revocation of any approval or license granted for an Improvement, which may include, without limitation, revocation due the Unit Owner's non-payment of any fees or assessments due the Association or the Unit Owner's continued or repeated breach of the Declaration or Rules after reasonable notice from the Association. Upon such revocation, the Association may remove or cause to be removed the Improvement at the Unit Owner's risk and expense. The Board may further require, at the Unit Owner's expense, the permanent removal and/or relocation of any Improvement as the Board determines is necessary for the need, benefit, and/or protection of the Association, or the need, benefit, and/or protection of multiple Unit Owners in comparison to any individual Unit Owner; the common good of the Association and Unit Owners, collectively, having at all times priority over the good of any one individual Unit Owner.

(e) In addition to the provisions of Article III, Paragraph (B)(4) above, the following additional terms, conditions, and requirements pertain to the following items:

(i) Central Air-Conditioners. Due to limited space, both on the attic and rooftop areas of the Buildings as well as in interior Building ducts and chase areas, the installation of a central air-conditioner unit for any given Unit may not be possible. To the extent reasonably possible, as the Board so determines, however, the Association will permit Unit Owners to install, on a first-come, first serve basis, a central air-conditioner unit for the Unit, either in the attic space or on the roof of a Building. The installation of any central air-conditioner, including any replacement air-conditioner, must be approved by the Board or its agent. In determining whether a given installation request is reasonably possible, the Board will consider and weigh the impact of each proposed air-conditioner installation on aesthetics, including views from other Units, the potential noise from such air-conditioning unit on other Units, and the availability of space both on the rooftop area as well as the interior ducts and chase ways leading to the Unit. The Board may require that the installation of all or a majority of the air-conditioner units serving the Units in a given Building be installed in one or more designated clustered rooftop locations. The Rules pertaining to any central air-conditioner installation and use may specify the type and frequency of maintenance, repairs, and replacement of such unit, as well as the installation of additional measures or components, such as the addition of catch pans, automatic shutoff switches, and water alarms, to protect the Buildings and Units.

(ii) Window Air-Conditioner Units. The installation of a window air-conditioner in any Unit is only permitted in accordance with the Rules or the Board's prior written approval. The Board may limit the installation of air-conditioner units to only specified windows of any given Unit due to aesthetic

considerations, with particular emphasis on the need to limit the installation of air-conditioner units in windows that can be seen from Shaker Boulevard or Haddam Road. The Rules may mandate the removal of any and all air-conditioner units during specified times or dates of the year, i.e. during the winter season, and/or the requirements for properly sealing such air-conditioner units against the elements.

(iii) Rooftop Patios or Decks. The Declarant gave and assigned the Unit Owner of Unit 13515-5B and the Unit Owner of Unit 13415-8G4 the right to build, use, and maintain a patio or deck on the rooftop area above or adjacent to the Unit Owner's respective Unit as specified by the Declarant. The Board may, but is not required to, permit the installation and use of a patio or deck on any other rooftop area of any Building by other Unit Owners in strict accordance with the Declaration and the Rules. In considering a request to install a rooftop patio or deck, in addition to the provisions of Article III, Paragraph (B)(4) above, the Board will also consider the aesthetic and structural design and features of the proposed patio or deck with respect to patios or decks approved in the past as well as with respect to the roof area on which the given patio or deck is proposed; provided that:

1. any such Improvement complies with the terms of any conservation easement granted by the Association (see Article XII, Paragraph (E));
2. any such Improvement is subject to this Declaration and Rules, including, without limitation, those pertaining to the maintenance, repair, replacement, removal,

relocation, and insurance of the Improvement;

3. the Unit Owner pays a monthly or annual fee to the Association, as established by the Board and subject to adjustment from time to time, for the continued right to have and use such rooftop patio or deck;
4. the construction or installation of any enclosed room, shed, outbuilding, or other enclosed structure is prohibited (the enclosure serving and located on the rooftop deck for Unit 13901-6A is grandfathered from such prohibition but remains at all times otherwise subject to the lease for such deck and the provisions of this Article III, Paragraph (B)(4)); provided, however, the Board may permit and approve a small enclosed rooftop landing or entrance area, not to exceed 16 square feet, at the top of any stairwell installed by a Unit Owner to provide access to a rooftop patio or deck for such Unit Owner;
5. the installation or construction of any awning, fence, landscaping, planters, sprinkling system, or any other Improvement on any patio or deck is prohibited, except in accordance with the Rules or with the Board's prior written approval;
6. if required by the Board, the Unit Owner executes a license agreement as drafted and provided by the Association.

(iv) Balconies. The Board may, but is not required to, permit the construction, installation, and use of a balcony adjoining a Unit Owner's Unit in strict

accordance with the Declaration and the Rules. In considering a request to install a balcony, in addition to the provisions of Article III, Paragraph (B)(4) above, the Board will also consider the aesthetic and structural design and features of the proposed balcony with respect to balconies, if any, approved in the past as well as with respect to the Building structure and/or surface to which the given balcony is to be attached or situated on; provided that:

1. provisions 1, 2, 3, 5, and 6 of Article III, Paragraph (B)(4)(e)(iii) above also pertain to any proposed balcony;
2. the installation of any balcony that can be seen from Shaker Boulevard or Haddam Road is prohibited; and,
3. no part or portion of any balcony may directly face another Unit.

(v) Garden Areas. The Board may designate portions of the grounds of the Condominium Property as "Garden Areas" to be assigned to individual Unit Owners to maintain and enjoy as further provided for in and subject to the Rules; provided that:

1. all flowers, shrubs, and other plantings installed by a Unit Owner automatically and immediately become part of the Condominium Property, without right of reimbursement to or recovery by the Unit, upon the planting of same in a Garden Area, though the Board may, in its sole discretion, permit a Unit Owner to remove one or more plantings;

2. the placement of any holiday decorations, statues, pots, plant holders, furniture, such as a bench, or other personal items may only be installed in accordance with the Rules or with the Board's prior written approval. The Board's decision as to the acceptability or rejection of any item, whether for aesthetics or for any other reason, is final; and,
3. the placement of any permanent installations or structures, including hardscape features, in a Garden Area by a Unit Owner is prohibited.

(vi) Lobbies.

1. In the West Tower (13515 Shaker Boulevard), the East Tower (13705 Shaker Boulevard), and the Point Building (13901 Shaker Boulevard), a semi-isolated entrance lobby jointly serves two Units on each floor other than the first floor. The Rules may provide and permit the Unit Owners served by such lobby areas to modify and improve such shared lobby areas, including without limitation, the floor, wall, and ceilings, light fixtures, exterior door hardware, including door knockers, and exterior surface of the doors, as well as permit the placement of personal items, such as furniture in such shared lobby areas. Any light fixture installed in a shared lobby area cannot be later removed by either Unit Owner, except with the written permission of the other Unit Owner sharing the given lobby area and the Association. In the event of any dispute between two Unit Owners sharing a given lobby area, the Board has final, binding

authority over the resolution of any such dispute.

2. For other lobby, hallway, and landing areas within the Buildings, the Board may, but is not required to, permit, based on the location and visibility of a given area, Unit Owners to paint the exterior of their Unit door, place pieces of furniture or other personal property in such other areas, and place or make such other Improvements in such other areas; provided that the Rules for any first floor lobby, hallway, or landing area may be different than the Rules for any other lobby, hallway, or landing area, including, without limitation that the Rules may provide for or require that any furniture or other personal property permitted or approved to be placed in any first floor lobby, hallway, or landing area is, immediately upon its placement in such areas, donated, without right of recovery or return, to the Association.

(5) Unit Modifications and Remodeling. In addition to the maintenance, repair, and replacement of Units as provided for in Article VIII, the remodeling, alteration, upgrading, and other improvements and installations to, of, or in the Units, in whole and in part (collectively referred to "Unit Modifications"), is permitted and encouraged. At the same time, unless otherwise provided for in this Declaration or the Rules, any and all Unit Modifications must be in accordance with the designation of the Condominium Property on the National Registry of Historic Places, and must not adversely impair any part of the Building structure, create or pose any undue fire or other safety concerns, adversely impair any utility lines or systems serving any part of the Condominium Property, or create or pose any undue risk of injury or damage to any person or property, including other Units and the Common Elements. Accordingly, the Board may adopt Rules on any and all aspects of any Unit Modifications. This includes, without limitation, Rules mandating:

(a) compliance with any Unit Modification review and/or pre-approval process the Board requires before the Unit Modification is made;

(b) completion and submission of any Association required notice or approval form for Unit Modifications;

(c) compliance with any review, inspection, and approval process the Board requires during and after the Unit Modification process;

(d) payment of a fee and/or a security deposit to the Association in conjunction with any Unit Modification;

(e) the prohibition of any specified installation, improvement, alteration, or modification, including, without limitation, prohibiting the removal or material alteration of crown molding, ceiling moldings, fireplace mantels, built-in bookcases, windows, and other original or historical features within, in whole or in part, a Unit, except upon good cause or reason shown as the Board so determines on a case-by-case basis;

(f) installation of any additional components or fixtures for or related to the Unit Modification to limit potential injury to any person or damage to any part of the Condominium Property;

(g) compliance with applicable laws and permit requirements; and,

(h) compliance with any contractor insurance, Building access, debris removal, hours of work, and other requirements adopted by the Board.

In addition to the above provisions, the following additional terms, conditions, and requirements pertain to the following items:

(i) **Laundry Equipment.** The installation of clothes washers and dryers within a Unit is permitted. The Board, through the Rules or the Board's approval process, may, without limitation,

specify the required location and method of venting of any dryer in a Unit, the installation of a catch pan or discharge tub, water sensor, and/or automatic shutoff valve for any clothes washer in a Unit, and the use of specific plumbing, electrical, or other lines, connections and materials for any laundry equipment.

(j) **Dish Washers.** The installation of dishwashers in a Unit is permitted. The Board, through the Rules or the Board's approval process, may, without limitation, specify the installation of a catch pan or discharge tub, water sensor, and/or automatic shutoff valve for any dishwasher in a Unit, and the use of specific plumbing, electrical, or other lines, connections and materials for any dishwasher.

(k) **Kitchen Disposals.** From and after the date of the recording of this Declaration, the installation of or the replacement of any kitchen disposal is prohibited.

(l) **Other Appliances.** The Board, through the Rules, may prohibit or provide for and permit, subject to any terms, conditions, specifications, or requirements the Board imposes, the installation of tankless hot water heaters, alternative heating elements, ventless fireplaces, and any other appliances or installations, or that may involve, as the Board so determines, gas, electrical, or other utility usage that the Board determines may pose a risk to the health, safety, comfort, or welfare of any Occupant or any part of the Condominium Property.

(m) **Furniture Installations.** The Board, through the Rules, may prohibit or provide for and permit water beds and furniture or other personal property that contains or holds a substantial amount of water or other liquid substance, the failure of which water bed or other personal property may cause substantial damage to any part of the Condominium Property.

(n) **Flooring.** The alteration or replacement of finished flooring materials or systems, such as hardwood, wall-to-wall carpeting, tile, or linoleum, is prohibited except in accordance with the Rules and/or the Board's prior written approval. All Units must

utilize flooring materials, floor systems, and/or sound separation systems that minimize sound transmission to and from and between Units, as the Board may further specify in the Rules.

(6) Animals and Pets. Except as expressly provided for below, animals, including dogs, cats, rabbits, livestock, reptiles, fowl, poultry, snakes or other reptiles, exotic breeds, potbellied pigs, miniature horses, wild hybrids, or any other animals of any kind, are prohibited from being raised, bred, or kept in any Unit or in the Common Elements.

(a) A Unit Owner may have and keep a maximum of two household cats in the Owner's Unit; provided, however, that if the Unit Owner also has a dog in the Owner's Unit pursuant to Subparagraph (b) below, then the Unit Owner may have and keep a maximum of one household cat in the Owner's Unit.

(b) A Unit Owner may have and keep a maximum of one dog in the Owner's Unit, excluding, however, any Prohibited Dog or vicious dog, as each is further defined below; provided, however, that if a Unit Owner has two cats in the Unit, then in such case the keeping of any dog in the Unit is prohibited. If a person has two dogs at the time of his/her purchase of the Unit and no cats, such Unit Owner may keep both, but not more than two, dogs in the Unit until the demise of one of the dogs at which time the Unit Owner is prohibited from having more than one dog in the Unit as set forth above.

(c) A Unit Owner may have and keep a maximum of two domesticated, household birds in the Owner's Unit, provided same are kept in a cage at all times.

(d) A Unit Owner may have and keep fish and other aquatic life in a tank, subject to such Rules the Board may adopt limiting the number and specifics of such fish or other aquatic life and/or limiting the size and/or number of fish tanks permitted in a Unit.

(e) Any dog, cat, bird, or fish or other aquatic life permitted by this Paragraph (B)(6) is referred to as a "Permitted

Pet.” Every Permitted Pet must be registered with the Association using such forms that the Board may adopt for such purpose, which such form(s) may include a statement of Unit Owner responsibility for the Permitted Pet. In addition to the provisions of this Paragraph B(6), the keeping of any Permitted Pet is subject to the Rules adopted by the Board.

(f) The Board may regulate and adopt Rules providing for the temporary visitation to a Unit or the Condominium Property of any animal that meets the definition of a “Permitted Pet.”

(g) No Permitted Pet may at any time be kept, bred, or maintained for any commercial purpose.

(h) The Board may mandate the permanent removal from the Condominium Property of any Permitted Pet causing or creating a nuisance or unreasonable disturbance, upon three days written notice from the Board.

(i) A Permitted Pet must be kept in a Unit and only those portions of the Condominium Property as the Board designates, unless the Permitted Pet is on a hand-held leash, being carried, or otherwise transported across the Condominium Property.

(j) The following species or breeds of dogs, whether of full or mixed breed, are Prohibited Dogs that are prohibited from being kept, harbored, or permitted to remain on any part of the Condominium Property for any length of time: Rottweiler, Presa Canario, any dog commonly known as a pit bull, including Staffordshire Terrier, German Shepherd, Husky, Malamute, Doberman Pinscher, Chow Chow, Akita, Boxer, Dalmatian, Chihuahua, Toy Poodle, and Bullmastiff. The Board may, by Rule, determine and define other dog breeds as “dangerous dogs” that are prohibited from the Condominium Property, except upon prior written approval from the Board and unless the Unit Owner obtains and maintains at all times liability insurance of at least \$500,000.00 per occurrence and provide proof of such insurance to the Association within 30 days of any written request from the Board.

(k) A "vicious dog" means a dog that: (1) lunged at any person or other pet in a threatening manner on more than one occasion; (2) has caused injury, including death, to any person; (3) is defined or found to be a vicious dog under any State or local law, ordinance, or other regulation, or by a court of law; (4) has bitten or injured a person on the Condominium Property; or (5) has bitten, injured, or killed another pet. Upon the Board's determination that a given dog is a vicious dog, such dog is prohibited from being kept, harbored, or permitted to remain on any part of the Condominium Property for any length of time.

(l) Any pet residing in a Unit on or before November 1, 2012, that is not in compliance with the above provisions is a Permitted Pet and may remain in the Unit provided that said pet is registered with the Association within thirty days of the date of recording of this Declaration.

(7) Nuisances. No noxious or offensive activity, as may be further defined in and/or regulated by the Rules, will be carried on in any part of the Condominium Property, nor will anything be done therein, either willfully or negligently, that may be or become an annoyance or nuisance to the Association, its employees, agents, or contractors, or other Unit Owners or Occupants. This includes, without limitation, transmission of any television or other communication signals that interfere with communication reception in any other Unit.

(8) Laundry or Rubbish in Common Elements. No clothes, sheets, blankets, laundry of any kind, and/or any other articles can be hung out or exposed on any part of the Common Elements, except as the Rules may expressly permit. The Common Elements are to be kept free and clear of garbage, rubbish, debris, and other unsightly materials as defined and determined by the Board. All rubbish, trash, and garbage must be regularly removed from the Condominium Property and is not allowed to accumulate thereon. Trash, garbage, and other waste cannot be kept on the Condominium Property, except in sanitary containers required by the Board.

(9) Vehicle Restrictions. The parking of vehicles on the Condominium Property is subject to the Rules, provided, that such Rules are subject to and consistent with the following:

(a) Commercial vehicles, including any vehicle that displays or has any equipment, signs, or markings of a commercial nature, trailers of any type, campers, mobile homes, motor homes, recreational vehicles, house cars, trucks (other than a pick-up truck or van commonly referred to as a one-ton or smaller vehicle by the automotive industry), boats, or similar vehicles or equipments are prohibited from being parked or stored upon the Condominium Property, unless any such vehicle or equipment fits completely within the parking space assigned to the owner of such vehicle or equipment or is otherwise in accordance with the Rules. The Rules may establish a maximum size and/or weight of any vehicle or equipment and prohibit any vehicle or equipment exceeding any such limit from being parked or stored anywhere on the Condominium Property. The foregoing provisions do not apply to the Association in the performance or in conjunction with the Association's maintenance, repair, replacement, or operation of the Condominium Property.

(b) All vehicles on the Condominium Property must be licensed and kept in a state of good and clean repair. Junk vehicles, including excessively noisy or polluting vehicles or equipment or vehicles on blocks, as solely determined by the Board, cannot be operated or stored anywhere on the Condominium Property. Only such vehicle maintenance or repair work as is provided for in the Rules may be performed on the Condominium Property. Vehicles may only be washed on such parts of the Condominium Property as designated by the Board or provided for in the Rules.

(c) Motorcycles, and similar two- or three-wheel vehicles, are permitted in the West Garage, but are subject to any Rule limiting the permissible decibel noise level from a motorcycle when running or in use anywhere on the Condominium Property. Motorcycles, and similar two- or three-wheel vehicles, are prohibited in the East Garage, unless such vehicle is powered by an electric motor or other power source emitting a nominal amount of noise, as the Board may determine.

(d) Parking or stopping of any vehicle on any drive or circle area on the Condominium Property is prohibited, except as designated by the Board or in accordance with the Rules.

(e) The Association, as determined by the Board, has the authority, in addition to all other remedies, to tow away, after reasonable written notice, except notice is not required when a vehicle or equipment blocks or obstructs access to any parking space not assigned to the vehicle, is parked in a fire lane, or is parked on any non-paved surface area, and store any vehicle or equipment that is in violation of any Declaration provision or restriction, or any Rule, whether such vehicle belongs to a Unit Owner or Occupant, or his/her tenant, a member of the Unit Owner's or Occupant's family, or the Unit Owner's or Occupant's guest or invitee. Charges for such towing and storage will be paid by the Unit Owner responsible for the presence of such vehicle or equipment.

(10) Prohibited Activities. No industry, business, trade, or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, can be conducted, maintained, or permitted by any Unit Owner on any part of the Condominium Property, except as expressly permitted in this Declaration or the Rules. The Rules may, as the Board so determines, provide for estate or similar type sales in and from individual Units, subject to such terms, requirements, and fees, including, but not limited to, fees for security, management and administration, and potential damage to the Condominium Property, as the Board so determines. No Unit Owner will maintain or permit any "For Sale" signs or any other window displays or advertising on any part of the Condominium Property or hold or have an open house for the rental or sale of a Unit, except in all cases in accordance with the Rules.

(11) Unit Deliveries and Move-In/Move Outs. The Board may define and regulate the days of the week and hours of the day that, as well as the manner in which, any Unit Owner or Occupant may receive a delivery to the Unit or move personal property into or out of a Unit. The Rules the Board adopts may also include the assessment of a fee for any delivery or move-in or move-out and further define, explain, and/or elaborate on what constitutes a partial or complete delivery, or move-in or move-out of a Unit.

(12) Leasing of Units. Moreland Courts Condominium is and is intended to remain a pre-dominantly owner-occupied community. Accordingly, the renting, letting, or other leasing, whether for monetary compensation or not, of any Unit for business, speculative, investment, or any other purpose is prohibited, except only and subject to the following:

(a) This restriction on leasing does not apply:

(i) If the Unit Owner is a natural person, the occupancy of the Unit in the absence of the Unit Owner, by the, by blood, adoption or marriage, child(ren), grandchild(ren), parent(s), grandparent(s), brother(s), sister(s), first cousin(s), and/or niece(s) or nephew(s) of either the Unit Owner or the spouse or domestic partner of the Unit Owner.

(ii) Whenever any Unit is owned by a corporation, partnership, trust, or other entity, such Unit Owner through his/her officers or agents, i.e. president or chief executive officer, partner, or trustee, must designate in writing one particular person or family that is entitled to use the Unit. Only the designated person or family, its care-givers, co-habitants, and guests may use the Unit. In the event such Unit Owner wishes to designate another person or family as the person or family entitled to use the Unit, the Board must approve the occupancy of the Unit by the new person or family. The person or family designated by such Unit Owner as the person or family that will occupy the Unit must execute a written covenant, in favor of the Association, whereby the person or members of the family occupying the Unit agree to comply with the terms and provisions of this Declaration, the Bylaws, and the Rules. Such written covenant will contain an acknowledgement that the use of the Unit by the person or family will continue only so long as the Owner of the Unit continues to be a member of the Association in good standing (meaning not more than 30 days delinquent in any fee or assessment due the Association and not in violation of any covenant, restriction, or Rule for more than 30 days). Upon demand by the Association in writing to such Unit Owner to

promptly remove any party given permission to use a Unit owned by such Unit Owner for a failure of such party using the Unit to comply with the terms and conditions of this Declaration, the Bylaws, and the Rules, such Unit Owner must immediately cause such party occupying the Unit to be removed. In the event such Unit Owner fails to remove the party using the Unit, the Association, as agent of such Unit Owner, may take such action as it deems appropriate to accomplish the removal of such user and all such action by the Association will be at the cost and expense of such Unit Owner.

(iii) Any Unit the Association may, from time to time, own, which the Association may lease or rent out as a guest suite or otherwise for any length of time.

(b) To meet a special situation, avoid a practical difficulty, or due to other undue hardship, beginning from the date this Amended and Restated Declaration is filed for record with the Cuyahoga County Fiscal office, a Unit Owner(s) may lease his/her Unit for a maximum cumulative total of up to, but not more than, 24 months (a "Hardship Lease"). No extension beyond the total 24 month period is permitted for any reason unless the Unit Owner demonstrates, supported by such financial documentation and information as the Board must require, that leasing of the Unit is necessary to avoid a financial hardship that will result, in the Board's sole and unfettered determination, in the non-payment of assessments to the Association, in which case the Board may, but is not obligated to, approve of one or more 12 month extensions of time, which may continue until such time as the Board so determines based on the Board's continuing evaluation of the Unit Owner's financial hardship, including, without limitation, the potential to reasonably sell the Unit. Any and all information and documentation a Unit Owner provides to the Board in support of the Unit Owner's demonstration of a financial hardship will at all times remain confidential and will not be shared or given to any person, other than the Board members and the Association's employees or manager(s), without the Unit Owner's prior written consent. The Board can set a maximum limit on the number of extensions to be

granted to any Unit Owner regardless of the circumstance or reason. In addition, for any proposed Hardship Lease the following requirements and limitations apply:

(i) To exercise the limited right to lease due to a hardship, the Unit Owner cannot be more than 30 days delinquent in any assessment or other payment due to the Association and the Unit Owner must provide the Board with written notice at least 10 business days prior to the commencement of the lease.

(ii) The Unit Owner must also own the Unit for a period at least 12 consecutive months prior to submitting a request for a limited right to lease due to a hardship.

(iii) If the Unit Owner is more than 30 days delinquent, the Unit Owner may request and receive a Hardship Lease exception only with the Board's prior written consent and subject to any conditions the Board may impose. In addition, the Association has at all times a limited power-of-attorney from and on behalf of any Unit Owner who is more than 30 days delinquent in the payment of any Assessment or charges due the Association to collect the lease/rent payments directly from the delinquent Unit Owner's tenant/renter until such delinquency is paid in full.

(iv) Any Unit Owner leasing his/her/its Unit must use the Association's required lease form as further provided for in the Rules.

(v) Before the commencement of a new lease for a Unit in accordance with this Article III, Paragraph B(12)(b) and in accordance with all applicable laws, the Unit Owner of such Unit must obtain a credit check and criminal background check of the prospective tenant and provide the results of both such checks to the Association.

(vi) The Unit Owner may be assessed and pay a lease application fee to the Association in an amount the

Board determines of up to, but no more than, five percent of the then average monthly maintenance fee/assessment for all Moreland Courts' units, for each lease of the Owner's Unit, excluding any renewal of a lease for an existing tenant.

(vii) In no event can a Unit be leased, let, or rented by the Unit Owner(s) for transient purposes, which is defined to mean a lease or rental for any period less than six full, consecutive calendar months. Sub-leasing of any Unit, in whole or in part, is also prohibited; provided, however, when any person described in Article III, Paragraph B(12)(a)(i) occupies the Unit, such person may also have a maximum of one, unrelated roommate also occupying the Unit.

(viii) Notwithstanding anything to the contrary above, no more than a total of 30 units can be rented or leased at any given time. The Board may adopt such Rules and procedures, including, without limitation, procedures and priorities for wait-lists, as it deems necessary or appropriate to ensure such limit is maintained at all times.

(ix) All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and Rules and be provided a copy of same by the Unit Owner. The Unit Owner relinquishes all amenity, parking, and other privileges, but continues to be responsible for all obligations of ownership of his/her Unit and is jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. Copies of all exempted leases must be delivered to the Board or its agent prior to the beginning of the lease term.

(c) Any land contract for the sale of a Unit must be recorded and the Unit Owner must provide a recorded copy of same to the Association. Any land contract not recorded is an impermissible lease.

(d) The Board may adopt and enforce Rules and/or definitions in furtherance, but not in contradiction of the above

provisions, including, without limitation, rules to address and eliminate attempts to circumvent the meaning or intent of this Article III, Paragraph B(12) and in furtherance of the preservation of Moreland Courts as an owner-occupied community and against the leasing of Units for investment or other purposes. The Board further has full power and authority to deny the occupancy of any Unit by any person or family if the Board, in its sole discretion, determines that the Owner of such Unit is intending or seeking to circumvent the meaning or intent of this Article III, Paragraph B(12).

(13) Occupancy Limit. No more than two persons per bedroom are permitted to reside in a Unit ("reside" means more than 30 days out of each 12 month period). For the purposes of this restriction only, any person 36 months of age or younger is not counted in determining whether the occupancy limit has been reached or exceeded. Each Unit Owner must provide the Board with the names of all residents of the Unit and the license number and vehicle description of each vehicle owned or used by the Unit residents and maintained on the Condominium Property.

(14) Occupancy Restriction. A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification of either, 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.

(15) Use of Locker Spaces and Common Laundry Rooms. The assigned locker spaces and Common Element laundry rooms will not be altered, decorated, or adorned in any manner contrary to this Declaration or the Rules, nor will they be used in any manner other than their obviously

intended purposes, as the Board may further define in the Rules, without the Board's prior written consent.

(16) Applicability. Each of the foregoing restrictions apply to all Unit Owners and to any Person who, from time to time, occupies, resides, or is in possession of any part of the Condominium Property and to any other Person lawfully or unlawfully upon any part of the Condominium Property. No Unit Owner may cause or permit to exist a violation of the foregoing restrictions by himself/herself or any of his/her Occupants, employees, contractors, agents, guests, licensees, or invitees, or any other Person claiming by, through, or under him/her. As between the Association and each Unit Owner, each Unit Owner is further responsible for the acts and/or omissions of his/her Occupants, employees, contractors, agents, guests, licensees, or invitees, or any other Person claiming by, through, or under him/her.

ARTICLE IV

GENERAL DESCRIPTION OF BUILDINGS -- LEGAL DESCRIPTION

(A) The Condominium Property consists of a rambling structure made of brick and stone in which the Units are located. The structure is not consistent in elevation nor in exterior outline.

(B) The Buildings are connected but there is no common hallway throughout the entire structure. All Units have access to Shaker Boulevard and are located in the City of Cleveland, Ohio.

(C) A small parcel of land located at the easterly end of the Condominium Property is located in the City of Shaker Heights, but no Buildings are located on said parcel.

(D) The Units are numbered for the purposes of this Declaration in a manner in which they have been referred to for some time. In some instances, the numbers do not correspond to the post office address of the Building in which they are located. Reference is made to the Drawings attached hereto as Exhibit "A" for details.

(1) The 59 Units with an initial number of 13415 are located in a structure consisting of three five story Buildings to the west, a seven story Building plus an attic in the center, and two five story Buildings to the east, with a common hallway (known as the "Gallery") on the first floor (the six Buildings are individually referred to as, respectively from west to east, "Building 12," "Building 11," "Building 10," "Building 9," "Building 8," and "Building 7," and collectively referred to as the "Gallery Buildings").

(2) The 16 Units with an initial number of 13515 (referred to as the "West Tower") are located in an eight story structure plus an attic.

(3) The 8 Units with an initial number of 13605, the 8 Units numbered 13609 and the 8 Units numbered 13615 are all located in one four story structure (the three Buildings are collectively referred to as the "Courts Buildings").

(4) The 16 Units with an initial number of 13705 (referred to as the "East Tower") are located in an eight story structure plus an attic.

(5) The 4 Units with an initial number of 13715 (referred to as the "Studio Building").

(6) The 8 Units with an initial number of 13801, and the 8 Units with an initial number of 13805 are each located in a four story structure plus an attic (collectively referred to as the "Tudor Buildings").

(7) The 12 Units with an initial number of 13901 are all located in a six story structure (referred to as the "Point Building").

(E) There are two garages located on the Condominium Property. At the westerly end of the Condominium Property is a structure with a basement and space for approximately 169 vehicles, which number is subject to reasonable modification by the Board. At the easterly end of the Condominium Property is a one story structure with space for approximately 28 vehicles, which number is subject to reasonable modification by the Board.

(F) As part of the Common Elements, there are located on the ground floor of the Building known as 13415 Shaker Boulevard: the "Gallery", a reception area, office space, and several additional rooms available for storage,

exercise room(s), laundry rooms, and for such other common purposes as the Association may decide.

(G) All parking facilities both indoor and outdoor are part of the Common Elements.

(H) The description of the Common Elements contained in this Article IV does not constitute a representation or guaranty that any such Elements will be maintained and available for the use designated or described in this Article IV or elsewhere in this Declaration or the Drawings in perpetuity. The described uses are for reference purposes only and the Board may change, modify, and/or alter any of the Common Elements to any other Common Element use, subject to the Capital Improvements limitation set forth in the Bylaws and provided that, after such change, modification, or alteration, the particular affected Common Element, other than an assigned Exclusive Use Area, is open and available to the Unit Owners for their use and enjoyment to at least the same extent as the original Common Element. Any change, modification, or alteration of the Common Elements, other than the Exclusive Use Areas, that will result in the reduced availability of such Common Element to the Unit Owners must first be approved by Unit Owners representing at least a majority of the Association's total voting power; provided, however, the Board may reconfigure any part of the Common Elements to create and provide additional locker spaces for assignment to individual Unit Owners without a vote of the Unit Owners.

ARTICLE V

UNITS

(A) Each of the 147 Units consist of all of the space bounded by the undecorated interior surfaces of the perimeter walls, floors, and ceilings of said Unit projected, if necessary, by reason of structural or non-structural divisions such as interior walls, and other partitions to constitute a complete enclosure of space, provided that, wherever such undecorated surfaces consist of plaster or plasterboard or the concrete floor, all of such plaster or plasterboard or concrete floor contiguous to such surface are included within and are part of the Unit. The exact layout and dimensions of such Units are shown on Exhibit A incorporated herein and including without limitation:

(1) The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile, and any other finishing material applied to floors, ceilings, and interior and perimeter walls;

(2) All windows and doors, including the frames, sashes and jams, and the space occupied thereby, and all non-structural interior walls;

(3) All fixtures located within the bounds of a Unit, installed in and for the exclusive use of said Unit commencing at the point of disconnection from the structural body of the building and from utility pipes, lines, or systems serving more than one Unit;

(4) All control knobs, switches, thermostats and base plugs, floor plugs and connections affixed to or projecting from the walls, floors, and ceiling that service either the Unit or the fixtures located therein, together with the space occupied thereby; and,

(5) All plumbing, electric, heating, cooling, and other utility or service lines, pipes, wires, ducts, or conduits that exclusively serve either the Unit or the fixtures located therein, and that are located within the bounds of the Unit.

(B) Excepted from the description contained in Paragraph (A) immediately above are all of the following items located within the bounds of the Unit as described above:

(1) Any part of the structure contained in all interior walls, and the undecorated perimeter walls, floors, and ceilings;

(2) All vent covers, grills, plate covers, and other coverings of space that are not part of the Unit, as defined above;

(3) All plumbing, electric, heating, cooling, and other utility or service lines, pipes, wires, ducts, and conduits that serve any other Unit.

ARTICLE VI

DESCRIPTION OF COMMON AND LIMITED COMMON ELEMENTS

(A) Common Elements.

(1) Description of Common Elements. The Common Elements consist of all parts of the Condominium Property except the Units. Without limiting the generality of the foregoing, the Common Elements include the following, whether or not located within the bounds of a Unit:

(a) the foundations, columns, girders, beams, supports, supporting walls, roofs, halls, corridors, lobbies, attics, lounges, party and recreational rooms, balconies and terraces (provided that any patio, terrace, balcony, or deck reserved for the exclusive use of a Unit is further defined as a Limited Common Element), elevator shafts, stairs, stairways, fire escapes, entrances, and exits of the Buildings.

(b) the basements, the land on which the Buildings are located, yards, gardens, surface parking areas, roads, walks, underground and surface garages, ramps, and storage spaces;

(c) all commercial space shown on the Drawings, if any;

(d) installations of central utility services such as power, light, telephone, gas, hot and cold water, heating, air-conditioning, rubbish compaction, and sewerage, serving more than one Unit, and all pipes, ducts, wires, conduits, fan coil units, receptacles, switches, grills, thermostats, and control devices that are a part of, connected to, or used in conjunction with any of the foregoing;

(e) the elevators, tanks, pumps, motors, fans, compressors, and, in general, all apparatus and installations existing for common use;

(f) all personal property owned by Association relating to the maintenance, repair and operation of the Buildings, including

appliances, appliance parts, furniture, equipment, vehicles, and furnishings;

(g) all other parts of the Condominium Property necessary or convenient to its existence, maintenance, and safety, or normally in common use, or which have been designated as Common Elements in the Drawings; and,

(h) all repairs and replacements of any of the foregoing as provided for in Article VIII.

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

(3) Use of Common Elements. Except with respect to Limited Common Elements and Exclusive Use Areas, each Unit Owner may use the Common Elements in accordance with the purposes for which they are intended, subject to this Declaration and the Rules, which right is appurtenant to and runs with each Unit. The Association, through the Board, may rent or otherwise permit the temporary use of any Common Element area, such as, for example, the Gallery, for individual Unit Owner functions and events, subject to such Rules and other terms and conditions as the Board adopts for same.

(4) Interest in Common Elements. The undivided Ownership Interest of each Unit, as determined by Declarant in accordance with the provisions of Chapter 5311 of the Ohio Revised Code, is set forth on Exhibit "D," which is attached to and made a part of this Declaration. Each Unit Owner, by the acquisition of his/her Unit, warrants and represents that the undivided interests set forth in Exhibit D opposite designation of his/her Unit was correctly determined in accordance with Chapter 5311,

acknowledges and agrees that the undivided interests set forth in Exhibit D bear the same ratio to 100% that the value of each Unit, including his/her Unit, bears to the aggregate value of all Units, and waives and hereby releases any and all claims, rights, or causes of action that he/she has or might have relating to the determination of said undivided interests contained herein.

(5) Transfer of Interests. The undivided interest in the Common Elements and the fee titles to the respective Units cannot be separated or separately conveyed, encumbered, inherited, or divided and each said undivided interest is deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument, conveyance, or encumbrance may refer only to the fee title to such Unit.

(6) Parking Facilities. As part of the Common Elements, there exist both indoor and outdoor parking facilities. The Board will determine the use and fair rental value of such parking spaces. Each Unit Owner has a right, but not the obligation, to the rental and use of one indoor parking space as long as such Unit Owner is current in the payment of the rental for such parking space and is otherwise in good standing with the Association as the Board so defines in the Rules or otherwise. A Unit Owner may not sell or transfer the right to use or park in any parking space, except and only to the extent, if any, provided for by the Board or in the Rules. Upon the sale of a Unit, the Board has sole authority as to the subsequent assignment of the parking space formerly assigned to the Unit. The Board may regulate any and all aspects of the use, transfer, and assignment, including the re-assignment, of all parking spaces, including, without limitation, the assignment of excess parking spaces. The Board may further reconfigure the location and size of any indoor parking spaces, as well as the assignment of any indoor parking space, in response to and to accommodate future changes in the design and size of motor vehicles as well as in conjunction with the installation of electric charging stations or other devices or installations needed to provide power or energy to such motor vehicles. The Board may provide for the installation of electric charging stations or other devices or installations needed to provide power or energy to motor vehicles as either a Common Expense or as a special service the cost of which is to be assessed to the Unit Owners using such charging stations or other devices or installations. There are certain easements of record referred to in Article XII, Paragraph (D) concerning the outdoor parking area in the northwest

section of the Condominium Property.

(B) Limited Common Elements. The following are hereby deemed Limited Common Elements: (i) all screens, screen doors, storm doors, storm windows, and awnings serving a single Unit (ii) such patios or terraces as adjoined any Unit as of the date of the filing of the Original Declaration, and (iii) locker space located outside of the Units, subject to assignment by the Association. Each Unit Owner has a right to the use of one locker space at no charge, as long as such Unit Owner is in good-standing with the Association as the Board so defines in the Rules or otherwise. The storage of any item in any locker space is at the Unit Owner's sole risk and will be insured by such Unit Owner; the Association's liability for damage to any item in a locker space is limited to such damage arising from the Association's intentional act. Upon the sale of a Unit, the Board has sole authority as to the subsequent assignment of the locker space formerly assigned to the Unit. The Association may rent additional locker spaces to any Unit Owner pursuant to such procedures, policies, or Rules the Board adopts. The Rules may regulate the permissible and prohibited use of lockers, including without limitation, the permitted and prohibited items that may be installed or stored in a locker, for example, but not by way of limitation, paint, flammable materials, and appliances, and further provide for the imposition of fees or charges for the use of any utility service by any permitted installation or appliance in or serving a locker other than the light fixture(s) provided by the Association. The Rules may also regulate and/or prohibit the rental or leasing of any locker space. Any Improvements to or within any locker are subject to the provisions of Article III, Paragraph (B)(4).

(C) Exclusive Use Areas. The following are hereby deemed Exclusive Use Areas: (i) all Building rooftop areas; (ii) all attic areas outside the bounds of any Unit; (iii) all garden or planting areas on the north side of the Buildings as defined and determined by the Board, and (iv) all below ground, i.e. basement level, rooms outside the bounds of any Unit. The Association, through the Board, may grant an exclusive but revocable license to use and enjoy any part or portion of the Exclusive Use Areas to any Unit Owner upon and subject to such terms and conditions, including the payment of a fee or fees, as the Board so determines. The use of such Exclusive Use Areas is at all times subject to such terms and conditions as the Board may from time to time promulgate, and is at all times subject to change and removal from the Exclusive Use Areas by the Association. Without limiting the generality of the above provision, the Board may at any time and from time to time revoke any license granted to any Unit Owner in accordance with this Article VI, Paragraph (C) and reassign the use of such Exclusive Use Area in accordance with