

the Rules. The Board may further require that the maintenance of any Exclusive Use Area be the sole responsibility of the licensee and/or user of such Exclusive Use Area.

## ARTICLE VII

### CONDOMINIUM ASSOCIATION

(A) Membership. The Association is an Ohio corporation not for profit that is called "Moreland Courts Condominium Association, Inc." The Association will administer the Condominium Property. Each Unit Owner, upon acquisition of title to the Unit, is automatically an Association member. Such membership terminates upon the sale or other disposition by such member of his/her Unit Ownership, at which time the new Unit Owner of such Unit automatically becomes an Association member.

(B) Board of Directors and Officers. The Board and officers of the Association, elected as provided in the Bylaws, will exercise the powers, discharge the duties, and be vested with the rights of the Association conferred by operation of law, by the Bylaws, and by this Declaration, unless a vote of the Unit Owners is specifically required; provided, however, that in the event any such power, duty, or right is deemed exercisable or dischargeable by, or vested in, an officer or member of the Board, solely in his/her capacity as an officer or a member of the Board, he/she is deemed to act in such capacity to the extent required to authenticate his/her acts and to carry out the purposes of this Declaration and Bylaws.

(C) Administration of Condominium Property. The administration of the Condominium Property will be in accordance with the provisions of this Declaration and the Bylaws. Each Unit Owner, tenant, Occupant, or guest of a Unit Owner must comply with the provisions of the general law, this Declaration, the Bylaws, and the Rules, and the decisions, resolutions, and duly adopted motions of the Association and the Board, as lawfully amended from time to time.

(D) Service of Process. Service of summons or other process upon the Association may be made in accordance with the provisions of the Ohio Revised Code, 5311.20, or, if the same is not applicable, in accordance with the provisions of Ohio Revised Code, 1702.06. The President of the Association or such other Person

as designated by the Board will serve as the Statutory Agent to receive service of process for the Association. The name and address of the Statutory Agent (and of such successor) will be filed with the Ohio Secretary of State on the customary forms prescribed for such designation.

## ARTICLE VIII

### MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS, AND IMPROVEMENTS

#### (A) The Association.

(1) Management. The Association, through the Board, manages the Condominium Property and the affairs of the Condominium with the right, however, to delegate its authority as provided in the Declaration and Bylaws.

(2) Common Elements. Except as otherwise expressly provided in this Declaration or the Bylaws, the Association will, to the extent and at such times as the Board determines, in the exercise of its business judgment, maintain and keep the Common Elements in a reasonable state of good working order, condition, and repair, in a reasonably clean, neat, safe, and sanitary condition, and in conformity with all laws, ordinances, and regulations applicable to the Common Elements, by properly and in a good and workmanlike manner, making all repairs and replacements, and alterations and improvements (subject, however, to the expenditure limitations set forth in Bylaws Article IX, Section 2) reasonably necessary to comply with the foregoing.

(3) Delegation of Authority. Except as otherwise provided in this Declaration, the Bylaws, or the Rules, the management, maintenance, repair, and replacement of the Common Elements constitutes a Common Expense and is the Association's responsibility. The Association may delegate all or any portion of its authority to discharge such responsibility to a manager or managing agent. Such delegation may be evidenced by one or more management contracts, each of which must provide for

termination with or without cause and for the payment of reasonable compensation to said manager or managing agent as a Common Expense; provided however, that no such management contract can be for a term in excess of three years. Unless agreed to by a majority of the Unit Owners, the Association will at all times employ a professional manager for the Condominium Property.

(4) Additional Maintenance Obligations. Except as provided below in this Article VIII and to avoid areas of potential confusion, the Association is, to the extent and at such times as the Board determines, in the exercise of its business judgment, reasonably responsible, at its expense and in the manner as provided for in Article VIII, Section (A)(2) above, for the following, whether or not Common Elements (as used below, the word "maintenance" includes painting unless stated otherwise):

(a) Common Elements within Units. Maintenance, repair, and replacement of those portions of the Common Elements located within the bounds of a Unit, including any structural beams, but excluding, however: (i) the interior surfaces of the perimeter walls, floors, doors, and ceilings as well as any drywall, plasterboard, wood subflooring, concrete flooring, or other material(s) applied to or constituting such walls, floors, and ceilings; and (ii) other portions of the Common Elements, the maintenance, repair, or replacement of which is the responsibility of a Unit Owner under any other provision of this Declaration.

(b) Common Element Windows and Doors. To maintain, repair, and replace all Common Element windows and doors.

(c) Unit Windows. With respect to Unit windows, the Association is only responsible to maintain, repair, and replace the exterior window lintels and window sills made of sandstone.

(d) Perimeter Unit Doors. With respect to individual Unit doors located in the perimeter walls of the Unit, the Association is generally responsible for the maintenance, repair, and replacement of the exterior of the Unit perimeter doors, while Unit Owners are responsible for the maintenance, repair, and replacement of the

interior of their respective Unit perimeter doors, as further defined and detailed below. In particular, the Association is responsible:

- (i) to replace the perimeter doors, including slatted doors, which slats will be maintained to provide ventilation to and through the respective Unit;
- (ii) to paint the exterior of the perimeter doors, to repair and replace Unit numbers on the exterior of the Unit perimeter doors, and to maintain, repair, and replace exterior door molding of perimeter doors and door thresholds; except, however, the Unit perimeter doors for Units in the West and East Towers (13515 and 13705 Shaker Boulevard) and Point Buildings (13901 Shaker Boulevard) and any other Unit perimeter door anywhere on the Condominium Property, that the Unit Owner (or a prior Unit Owner) has painted, customized, or otherwise decorated as provided for in Article III, Paragraph (B)(4)(e)(vi); and,
- (iii) to maintain, repair, and replace door handles; provided that the Association will assess 50% of cost of such door handle repair or replacement to the Owner of the Unit.

(e) Locker Spaces. To maintain, repair, and replace locker space doors, excluding, however, any lock to or for such locker space. The Association may inspect any locker space at anytime; if a locker is secured by a lock or a device for which the Association does not have a key, code, combination, or other access, the Association may cut or remove such lock or device by any means necessary without liability to the Unit Owner. The Association is also responsible to maintain the ceilings, if any, of the locker spaces and provide a basic coat of white paint on the walls of such lockers, as and when the Board so determines. The Association is further responsible to maintain, repair, and replace the light fixture(s) in each locker space, except the replacement of the light bulbs in such fixture(s), which is the Unit Owner's responsibility.

(f) Natural Gas. To the extent such work is not provided by the respective natural gas company or other energy provider, maintain, repair, and replace the natural gas meters and all natural gas lines located up to, but not including, the gas shutoff valve(s) for and serving an individual Unit; provided that if a Unit Owner relocates, moves, extends, or adds a new gas line, the Unit Owner (and any future Unit Owner of the Unit) is then responsible for maintaining, repairing, and replacing the entire portion of such relocated, moved, extended, or added gas line, regardless of the location of the gas shutoff valve. The Board's determination as to whether a given gas line, or portion of a gas line, has been relocated, moved, extended, or added is final. If the Association must create a hole in or otherwise open a space in the wall, floor, or ceiling of a Unit to access and repair a gas line that the Association is responsible to maintain, repair, or replace, in whole or in part, upon completion of the gas line maintenance, repair, or replacement work, the Association is responsible to replace the plaster or concrete so removed or opened up to a basic primed finish; the Unit Owner is, in turn, responsible for repairing and restoring any finishing materials, such as, for example and without limitation, linoleum, hardwood, paint, or wallpaper.

(g) Electric. To the extent such work is not provided by the respective electric company or other energy provider, maintain, repair, and replace of all electric meters and all electric lines up to, but not including, the breaker box serving an individual Unit. If a Unit Owner wants to upgrade the electrical service to the Unit, such as to 200 amp service, and such upgrade is approved by the Board in writing, the Association will retain a contractor to perform the upgrade work and installation, with all costs the Association incurs to be assessed to the Unit Owner. Following the completion of such upgrade work, the Association will maintain, repair, and replace the electric meter and electric wiring up to the point of the breaker box serving the individual Unit as a Common Expense.

(h) Sanitary Sewer. To maintain, repair, and replace all sanitary sewer/drain lines serving more than one Unit.

(i) Telephone and Communications. To the extent such work is not provided by the respective telephone or communications company, maintain, repair, and replace all telephone lines located outside a Unit to, but not including, the feed box for the respective Unit. If a feed box for a given Unit cannot be readily located, the Board will determine the point where the feed box would be expected to be located based on experiences with other Units; the Association is responsible for the telephone line up to such demarcation point.

(j) Central Switchboard. To maintain, repair, and replace the phone lines to the Association's central switchboard that are connected to and serve the elevators and entrance doors to the Buildings. Due to advances and changes in communications technology, the switchboard lines and system that connect to and serve individual Units is considered an amenity, not a necessity, for both the Association and Unit Owners, and as such is no longer maintained and repaired by the Association. The Board may further decide, after 60 days notice to the Unit Owners, to at anytime discontinue the maintenance and/or use of the switchboard lines and system in its entirety, including having all such lines and related equipment removed from the Condominium Property as the Board may so decide.

(k) Cable Lines. Through an existing cable contract with a cable company, to provide and maintain a single main cable line, which may provide telephone, television, and/or internet service, to each Unit. Upon the expiration of the existing cable contract or any similar contract in the future, the Board has sole power and authority to determine whether to continue such contract with the same or another cable provider, including, without limitation, a provider of wireless or satellite internet, television, or other communications services. If the Board decides not to continue any given cable contract, such as because of advances in wireless technologies, any Unit Owner who wants to continue receiving service from the former cable provider can do so on the condition that such Unit Owner is responsible for all needed maintenance, repair, and replacement of the cable line serving the Unit wherever located.

(l) Water Lines. To maintain, repair, and replace all hot and cold water lines up to, but not including, either: (i) the shutoff valve for a given water line within or serving only one Unit; or (ii) if there is no shutoff valve, the point of the connection of the line to a given appliance or fixture in the Unit. The Association may require the installation of water shutoff valves for any water line that is relocated, moved, extended, or added as further provided for in Article VIII, Paragraph (B)(1)(k).

(m) Steam Lines and Radiators. To maintain, repair, and replace steam lines and radiators, including the traps, thermostats, valves, and piping in the floor of a Unit leading to and from the radiators. If, however, a Unit Owner (including a prior Unit Owner of the Unit) removes a radiator from the Unit and caps the line to such radiator, the Association's responsibility extends only to, but not including, such cap. If a Unit Owner (including a prior Unit Owner of the Unit) removes a radiator from the Unit and installs a fin tube or other alternative heating element approved by the Board in place of the radiator, the Association's responsibility extends only to and including the thermostat/valve serving such alternative heating element. The Association is not responsible for any damage to any fin tube or other alternative heating element regardless of the source or cause of such damage, including the neglect of the Association.

(n) Central Hot Water. To maintain, repair, and replace the central hot water system, including the cost to maintain the system and heat the water; provided, however, that the Association, with the approval of the Board and a majority of the Association's voting power present, by person or by proxy, at a meeting, can decide to abandon the central hot water system and mandate the installation of an individual Unit tankless hot water system throughout the Condominium Property, including the individual Units, in such locations the Board so designates. If the Association so decides to switch from the central hot water system, all costs incurred to remove the central hot water system, and to purchase and install a tankless hot water system throughout the Condominium Property, including within the Units, are a Common Expense. After the installation of a tankless hot water system, each Unit Owner is responsible for the ongoing maintenance, repair, and replacement of the tankless hot

water heater serving only the Owner's Unit, together with all lines from such tankless hot water heater to, through, and/or within the Owner's Unit.

(o) Stacks. To maintain, repair, and replace kitchen sink and toilet soil stacks.

(p) Chimney Caps and Flues. To maintain, repair, and replace all chimney caps located at the top of chimney flues, and the chimney boxes at the top of and around the chimney flues, along with the removal of any animal from a chimney flue.

(B) Responsibilities of Unit Owners. Except as otherwise expressly provided in this Declaration, each Unit Owner is responsible, at such Unit Owner's expense, to:

(1) Maintain, repair, and replace, at his/her expense, all portions of his/her Unit and assigned Limited Common Elements, in a reasonable state of good working order, condition, and repair, in a clean, neat, safe, and sanitary condition, and in conformity with all laws, ordinances, and regulations applicable to such Unit and assigned Limited Common Elements, including, without limitation:

(a) Safety and Security Systems. All smoke detectors, carbon monoxide detectors, and security systems and associated equipment and wiring, all as located within, on, or appurtenant to the Unit boundaries; provided, however, that if any fire or life safety or security system, in whole or in part, is added within a Unit or is located in a Unit and becomes tied into or made part of a central system the Association operates and controls, whether as a result of a governmental requirement, such as order from the Fire Marshall, or otherwise, then in such case any and all parts of such system that is connected or tied to the central system will become and is the Association's responsibility to maintain, repair, and replace:

(b) Finishing Materials. All paneling, plaster, dry wall, furring strips (if any), paint, wood, tile, linoleum, wood flooring, and any other finishing and/or decorating materials applied, attached,



installed on or within or affixed to the perimeter and/or interior floor, ceilings, and walls of such Unit, and the concrete floor;

(c) Unit Windows. All windows of and serving the Owner's Unit, including the frames, sashes, jambs, sills, trim and molding, screens, storms, and hardware (including casement pulleys, weights, and cords (whether made of rope, chain, or other material)). This includes, without limitation, painting and caulking of all exterior parts of the Unit window, including the exterior of the window frames. The maintenance, repair, and replacement of Unit windows is subject to and must be compliance with any window repair standards, specifications, and/or protocol that the Board may adopt and promulgate to the Unit Owners (the "Window Protocol"). If a given Unit window does not have a screen or storm window as of the date of the filing of this Amended and Restated Declaration, the Owner of such Unit is required to either have such window screen or storm window installed or have the window replaced in accordance with the adopted Window Protocol, within five years of the date of the filing of this Amended and Restated Declaration, which date the Board may increase up to an additional two years at its sole discretion.

(d) Perimeter Unit Doors. As set forth in Article VIII, Paragraph (A)(4) above, with respect to individual Unit doors located in the perimeter walls of the Unit, the Association is generally responsible for the maintenance, repair, and replacement of the exterior of the perimeter Unit doors, while Unit Owners are responsible for the maintenance, repair, and replacement of the interior of their respective perimeter Unit doors. In particular, the Unit Owner is responsible:

- (i) to maintain, repair, and replace all door locks;
- (ii) to maintain, repair, and replace all screen doors;
- (iii) to paint and maintain the exterior of any perimeter door that the Unit Owner (or prior Unit Owner of the Owner's Unit) has previously painted, customized, or otherwise decorated in

accordance with the Rules, including, without limitation, the main entrance doors for the Units in the Point Building, and the rear entrance doors for the Units in the West and East Tower Buildings; and,

- (iv) for 50% of the cost the Association incurs to repair and replace the door handle of a perimeter Unit door.

(e) Natural Gas. The portion of the natural gas line serving only the Owner's Unit, wherever located, from and including the shutoff valve on such gas line to the end point of the line in the Unit or its connection to an appliance or fixture located within or serving only the said Unit.

(f) Electric. All electric lines serving only the Owner's Unit, wherever located, or any Improvement for the exclusive use of such Unit, such as a central air-conditioner unit, wherever located, from and including the circuit breaker box into the Unit and/or to any Improvement for the exclusive use of such Unit.

(g) Sanitary Sewer. Any sanitary drain line serving only the Unit, wherever located, up to the point such line ties into or otherwise connects to a main sanitary line or a sanitary line serving another Unit. If a Unit Owner (or a prior Unit Owner of the Unit) adds a new or additional sanitary drain line as part of any remodeling or other alteration, modification, or restoration of the Unit, the Unit Owner (including any successor Unit Owner of such Unit) is responsible to maintain, repair, and replace such drain line, and is strictly liable for any damage to any part of the Condominium Property, including another Unit, that originates from such drain line. The Association may adopt Rules and procedures to require that the Unit Owner provide and permit access to the Unit for the Association's inspection and verification that any added or relocated sanitary drain line is properly connected and installed.

(h) Entrance Buzzer. To the extent the Unit Owner decides, and with the Board's approval, the front entrance door

buzzer for the Unit; the original buzzer system no longer being used or maintained by the Association.

(i) Telephone and Communications. All telephone lines serving the Owners' Unit, wherever located, from the feed box for the Unit or, if the feed box cannot be located, from the demarcation point the Board establishes as provided for in Article VIII, Paragraph (A)(4) above. If the Unit Owner remodels the Unit at or near the feed box or that affects the location of the feed box, then in either such case, the Unit Owner must ensure the feed box is readily accessible to the Unit Owner and the Association. The Unit Owner may also maintain, repair, and replace the original house phone equipment inside the Unit; the original house telephone system no longer being used or maintained by the Association. The installation or placement of any telephone line on the exterior surface of any Building is prohibited. The installation of any Unit Owner telephone line anywhere else in or on the Common Elements is prohibited without the Board's prior written approval.

(j) Cable Lines. All cable lines, whether for telephone, television, and/or internet service, serving the Unit Owner's Unit, wherever located, from the terminus of the main cable line provided by the Association pursuant to the Association's cable contract, when in effect. If the Unit Owner obtains cable service from a provider other than the provider the Association has contracted with, the Unit Owner is responsible to maintain, repair, and replace the main cable line and all branches of such line, serving the Unit Owner's Unit, wherever located, to the extent the Unit Owner's elected cable provider does not do so. The installation or placement of any cable line on the exterior surface of any Building is prohibited. The installation of any Unit Owner cable line anywhere else in or on the Common Elements is prohibited without the Board's prior written approval.

(k) Water Lines. All water lines from and including the shutoff valve on a water line serving only the Unit Owner's Unit, wherever located. When the Unit Owner performs any remodeling, repair, or restoration to or in the Unit that includes the plumbing for the Unit, the Unit Owner must install a separate shutoff valve

for each appliance or fixture having a water line connection, and a shutoff valve for each bathroom, kitchen, and/or other room of the Unit as the Board so determines and requires. The Board may further mandate the specific installation location of each required shutoff valve. Any and all plumbing work performed by or on behalf of a Unit Owner inside any Unit or elsewhere on the Condominium Property is subject to the Association's inspection and approval.

(l) Exterior Unit Fixtures. If a Unit Owner installs an exterior faucet, sprinkler, or other exterior fixture, such as in conjunction with a rooftop patio installation or garden area use, which may only be done with the Board's prior written approval, the entire length of the water line serving such faucet, sprinkler, or other exterior fixture, as well as the faucet, sprinkler, or other exterior fixture itself, regardless of whether a separate water shutoff valve on or for such water line exists.

(m) Radiator Cabinets and Coverings. Any cabinet or other covering, including the grill of such cabinet or other covering, used to hide or cover a radiator in the Unit and to ensure and provide, at the Unit Owner's expense, ready and reasonable access to the radiator and its related components to and for the Association's maintenance needs. The Association is not responsible or liable for any damage to a radiator cabinet or other covering that arises in conjunction with the Association's removal or re-installation of such cabinet or other covering, or maintenance, repair, or replacement of the radiator or any related component. Any and all work done for or by a Unit Owner to remove and/or replace any radiator, fin tube, or other heating element, as provided for in Article VIII, Paragraph (A)(4) above, may only be done with a contractor the Association approves of in writing. Notwithstanding anything to the contrary in this Declaration, the installation of any furnace in or for a Unit is prohibited.

(n) Exhaust Vents. Any bathroom or kitchen exhaust vent serving the Unit, wherever located, including the duct leading from such vent to its terminus, as well as any exterior vent cap or cover; provided, that no vent may be vented into any interior space of the Building. The Unit Owner is also responsible to maintain, repair,

and replace the fan and flue of the original stove top stack vent, if any, that vents into the chimney stack of the Building.

(o) Dryer Vents. Any dryer vent serving the Unit, wherever located, including the related dryer duct and exterior cover; provided, that no dryer vent may be vented into any interior space of the Building; and, provided further, that the Association can, but is not required to, inspect and clean any dryer vents and ducts, with all costs incurred assessed to the respective Unit Owner.

(p) Fireplace and Chimney. The fireplace box and chimney flue, including the cleaning of the flue as needed; provided that the Association can, but is not required to, inspect and clean any chimney flue, with all costs incurred assessed to the respective Unit Owner, excluding such costs, if any, for removal of any bird or other animal from a chimney flue, which is a Common Expense.

(2) Owner Improvements. Maintain, repair, and replace any Improvement(s) made to or in the Common Elements, including the Limited Common Elements and Exclusive Use Areas designated for such Unit Owner's use or the benefit of the Owner's Unit, by the Unit Owner (or any prior Unit Owner of the Unit), including, but not limited to:

(a) any awning or other improvement installed above or for any Unit window or on or for any patio area in accordance with this Declaration and the Rules;

(b) any window air-conditioner unit located in the window of the Unit;

(c) any rooftop patio or deck;

(d) the shared lobby areas in the West Tower (13515 Shaker Boulevard), the East Tower (13705 Shaker Boulevard), and the Point Building (13901 Shaker Boulevard) that serve two Units on each floor other than the first floor, with such maintenance, repair, and replacement responsibility being the joint and several responsibility of the Unit Owners of the Units served by such lobby area, excluding, however, the basic cleaning (involving dusting,

mopping, and vacuuming) of the shared lobby areas and the changing of light bulbs in the light fixtures in such shared lobby areas (provided the light bulbs are the type regularly used in other light fixtures in the Common Elements); and/or,

(e) any central air-conditioner unit, which such unit must at all times have a catch pan with water sensor underneath the unit, including, but not limited to, the pad on which the air-conditioner unit is located, all electrical wiring and connections, all water and drain lines, and all duct work and tubing connected to, for, serving, or associated with the central air-conditioner unit.

The Association has the right, but not the obligation, to, at any time, maintain (including paint and caulk), repair, and replace any of such Improvements in a uniform manner and charge the cost of such work to the Unit Owner(s), which costs shall be charged to the respective Unit Owner(s) in a fair and reasonable manner as determined solely by the Board; and, provided, further, that nothing in this Article VIII, Paragraph (B)(2) will be construed to give any Unit Owner permission to install or place any Improvement outside the bounds of the Unit without the Board's prior written consent or in accordance with the Rules as further provided for elsewhere in this Declaration. All of the work required of the Unit Owner in this Paragraph (B)(2), includes responsibility for any Improvement installed by a prior Unit Owner of the Unit Owner's Unit and must be performed by such Unit Owner promptly, properly, and in a good workmanlike manner, using first-class materials of equivalent or better quality than those originally installed or incorporated into the Condominium Property, using competent and qualified labor, and in accordance with any Board designated specifications. In addition, the Unit Owner is responsible for all costs and expenses, whether incurred by the Association, the Unit Owner, or others, to remove and subsequently re-install, any of such Improvements as necessary for the Association to maintain, which includes inspection, repair, and replace the Common Elements or other portions of the Condominium Property in accordance with this Declaration. If the design, construction, maintenance, use, and/or removal of any Improvement causes or results in damage to, or in any manner adversely affects, the roof or building structure on which the Improvement is located or attached to or any adjacent roof or building area, as the Board so determines, Unit Owner is responsible, at his/her sole cost and expense, for

the proper and prompt repair or other correction thereof in a manner satisfactory to the Association. Unit Owner is further responsible, at his/her sole cost and expense, for the proper and prompt repair of any damage caused to the interior of any Unit caused by any such design, construction, maintenance, use, existence, or removal of the Improvement.

(3) Pay all costs for utility services (such as, without limitation, water, gas, electricity, sewage, rubbish and trash removal/disposal or treatment, and the like) furnished to the Unit or to the Limited Common Elements designated for his/her use, unless any or all of such services are provided as part of the Common Expenses, in which case all or any of such services so provided by the Association will be paid for by the Unit Owner as part of his/her share of the Common Expenses.

(4) All maintenance, repairs, and replacements, and other expenses that are referenced in Article VIII, Paragraph (A)(4) as being the responsibility of the Unit Owner.

(5) Comply with all Rules and procedures that the Board may from time to time adopt pertaining to the maintenance, repair, and replacement of washing machine hoses, faucets, toilets, including toilet rings, traps, and other appliances, installations, or components of serving the Unit, the failure of which may result in damage to the Common Elements or another Unit, and the winterization of Units, including minimum heating, water shutoff, Unit monitoring, and other requirements.

(6) Not to make any alterations in or to Units, the Limited Common Elements, or the Common Elements, or remove any portion thereof or make any additions thereto or make any improvements thereon or do anything that would or might jeopardize or impair the safety or soundness of the Buildings without obtaining the Board's prior written consent, nor will any Unit Owner impair any easement without first obtaining the Association's written consent and of the Person(s) for whose benefit such easement exists.

(7) Not to install, enclose, paint, or otherwise decorate or change the appearance of any portion of the Buildings not within the walls of the

Unit, including, without limitation, the exterior of any window or door, without the Board's prior written consent.

(8) Report promptly to the Board the need for any maintenance or repair to any portion of the Condominium Property that the Association is obligated to maintain, repair, or replace pursuant to this Declaration or the Bylaws.

(9) Perform his/her responsibilities in such a manner so as not to unreasonably disturb any other Person(s) residing within the Condominium Property.

(10) Maintain, repair, and replace, at such Unit Owner's expense, all portions of the Condominium Property that may be damaged or destroyed by reason of his/her own act or neglect, the act or neglect of any Occupant of his/her Unit, including tenants, or the willful or intentional act or neglect of any invitee, agent, employee, licensee, or guest of such Unit Owner or Occupant. Notwithstanding the foregoing obligation of the Unit Owner, the Association (or other Unit Owners in respect to his/her own Unit) may, but is not obligated to, repair and replace the property damaged or destroyed by reason of the act or neglect of a Unit Owner, an Occupant, or their invitee, licensee, or guest, and charge and collect from such Unit Owner the cost and expense paid or incurred in making any such repair or replacement. If the repair or replacement is made by the Association, the cost and expense thereof is a lien against the Unit Owner's Ownership Interest, which the Association may assert and collect in the same manner as the Association may assert and collect a lien against a Unit Owner's Ownership Interest for nonpayment of Assessments. The right of the Association to assert and collect upon a lien is not exclusive, but is in addition to, all other rights and remedies available to the Association in this Declaration, the Bylaws, the Rules, in law, and in equity for recovery of the cost and expense so incurred.

(11) Not to use the Common Elements or any part thereof in such manner as to interfere with, restrict, or impede the use thereof by others entitled to the use thereof or in any manner contrary to or not in accordance with this Declaration, the Bylaws, or the Rules.

(12) Faithfully and promptly pay all charges and Assessments made against such Unit Owner or such Unit Owner's Ownership Interest



pursuant to this Declaration and the Bylaws; and to observe, fulfill, and perform all of the covenants and restrictions herein contained and all other obligations of a Unit Owner as set forth in (or intended by) this Declaration, the Bylaws, the Rules, and Chapter 5311.

(C) Effect of Insurance or Construction Guarantees. Notwithstanding the fact that the Association and/or any Unit may be entitled to the benefit of any guarantees of material and workmanship furnished by any contractor or subcontractor responsible for any construction defects, or to benefits under any policies of insurance coverage for construction guarantees or insurance coverage does not excuse any delay by the Association or any Unit Owner in performing its or his/her obligations hereunder.

(D) Unit Maintenance, Repair, and Replacement Guidelines. Notwithstanding anything to the contrary in this Declaration, all maintenance, repair and replacement, including renovation and/or restoration, work by the Association or a Unit Owner to any portion of his/her Unit, including, without limitation, all crown molding, ceiling moldings, fireplace inserts, and windows that are a part of the Condominium Property, must at all times strictly comply with the Rules, the Association's guidelines, and those of the U.S. Secretary of the Interior pertaining to historic rehabilitation, or any other State or Federal government department or agency having jurisdiction over same. Any Unit Owner who makes or causes to be made any repair or replacement that results in any cost, damage, or loss to the Association, or any financial cost or loss or material adverse impact on property values at Moreland Courts due to the failure to comply with the historic rehabilitation requirements in any respect is fully liable to the Association for such loss and will be assessed accordingly. The Board, through the Rules or other notice to the Unit Owners, may require the installation or replacement of any electrical or plumbing fixture or appliance that meets specified minimum energy use or energy-saving criteria as the Board so specifies; provided that any installation or electrical or plumbing fixture or appliance existing at the time of the Board's promulgation of such Rule or other notice to the Unit Owners is grandfathered for a period of not less than five years from the date of such Rule or notice.

(E) Interpretation of Maintenance Obligation. Any conflict between the maintenance provisions of this Article VIII and any other provision of this Declaration, the Original Declaration or the Bylaws is to be interpreted in favor of the maintenance obligations as stipulated in this Article VIII. In the event of any

uncertainty or good faith dispute as to whether the Association or an individual Unit Owner is responsible for the maintenance, repair, or replacement of a given item, the Board's determination, exercised in good faith, as to whether any particular maintenance, repair, or replacement to be made is the Association or individual Unit Owner's responsibility, is final, provided that such determination must thereafter be consistently followed.

(F) Division or Combination of Units. Subject to and only as permitted by the provisions of Chapter 5311, the Board, all holders of first mortgages on the affected Unit(s) and all other governmental laws, ordinances, rules and regulations, a Unit, including the appurtenant Limited Common Elements, may be subdivided by the Unit Owner(s) thereof into two (2) or more separate new Units, a Unit or any portion thereof may be transferred by the Unit Owner thereof to the Unit Owner of a Unit(s) adjacent thereto, and may be combined with such adjacent Unit(s), and made a part thereof, for use together with such adjacent Unit(s) (thereby forming a new larger Unit), and the Limited Common Elements affected by such subdivision or transfer and combination may be located or relocated, as required to effect such subdivision or transfer and combination, provided that such subdivision or transfer and combination is made in compliance with Chapter 5311 and the following provisions:

(1) No rights and obligations with respect to any Unit will be affected, no Ownership Interest in the Common Elements will be reallocated, and no such subdivision or transfer and combination is effective, unless the same is expressly provided for in this Article VIII, Paragraph (F) and unless the same is made in compliance with the requirements of Chapter 5311 and the Declaration.

(2) No such proposed subdivision or transfer and combination is effective unless first approved in writing by a majority of members of the Board and the holders of first mortgages on the affected Units. If so approved, and notwithstanding the requirements of Article XV, such proposed subdivision or transfer and combination is effective upon the recording by the Board of an amendment to the Declaration, consistent with and reflecting said subdivision or transfer and combination, and executed by the Unit Owner(s) of the affected Unit(s), together with amended Drawings, in accordance with Chapter 5311. Such amendment must also specify the resultant reapportionment of the Ownership Interest in the Common Elements, the proportionate share of the Common Expenses and the voting

power of the Unit(s) resulting from the division or combination, the total of which, in each case, must equal the interest, share and power of the former Unit(s) divided or combined. Any expenses incurred in connection with accomplishing any such subdivision or transfer and combination, including, without limitation, the Association's reasonable attorneys' fees, will be paid by the Unit Owner(s) of the Units involved, and such Unit Owner(s) is/are jointly and severally liable for the payment thereof.

(3) Notwithstanding anything to the contrary to the above, only a Unit that has been formed by the combination of two other Units may be subdivided to restore the two original Units to the same size as they existed prior to said combination. At no time will any Unit be subdivided so as to create a Unit that is smaller than any Unit as originally declared by the Declarant in the Original Declaration.

## ARTICLE IX

### ASSESSMENTS AND LIEN OF ASSOCIATION

(A) General. Assessments for the Common Expenses will be made in the manner provided herein and in the Bylaws. The proportionate shares of the Unit Owners of the respective Units in the common profits and the Common Expenses of the Condominium Property is the same as their Ownership Interest as set forth in Exhibit D. Every Unit Owner is required to pay his/her proportionate share of the Common Expenses and any other Assessments levied against him/her in such manner and at such times as are provided in this Declaration and the Bylaws.

(B) Obligation to Pay Assessments. As further set forth in the Bylaws and Chapter 5311, the obligation to pay all Assessments is an independent covenant. No Unit Owner of a Unit may exempt himself/herself from liability for Assessments by waiver of the use or enjoyment of any of the Common Elements, by the abandonment of his/her Unit, or for any other reason. Regardless of any effort or action of a Unit Owner to the contrary, the Association will credit any and all payments made by a Unit Owner for all Assessments levied against such Unit Owner in the order set forth in Article IX, Paragraph (C)(2).

(C) Failure to Pay Assessments When Due.

(1) In the event any Unit Owner fails to pay any Assessment made by the Board within ten days after the same has become due and payable, the Board may, in its discretion and in addition to any other right or remedy conferred by law or contained herein or in the Bylaws, discontinue any or all utilities, services, and/or access to amenities to or for the Unit owned by such Unit Owner that may be included as part of the Common Expenses. Any Assessment not paid within ten days after the same has become due and payable, is subject to a monthly administrative late charge established by the Board and may, as the Board so determines, also bear interest until the same is paid at the rate of ten percent per annum from and after the date the same became due. Each Unit Owner is also liable for any and all costs incurred by the Association in connection with the collection of delinquent Assessments from such Unit Owner, including reasonable attorneys' fees, monthly administrative late charges, court costs, and other related charges.

(2) The Association will credit any partial payment(s) made by the Unit Owner for or on any Assessment or other charges due the Association in the following order of priority:

- (a) To any interest owed to the Association;
- (b) To any administrative late fees owed to the Association;
- (c) To collection costs, attorney's fees, and paralegal fees incurred by the Association; and, finally,
- (d) To the principal amounts the Unit Owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.

(D) Lien of Association. The Association will have a lien upon each Unit Owner's Ownership Interest for the payment of the portion of any Assessments chargeable against such Unit that remain unpaid for at least ten days after the same have become due and payable, together with the other amounts provided for in Article IX, Paragraph (C), from the time a certificate for such lien, subscribed by the President of the Association or other Association representative as

permitted by Ohio law, is filed with the Recorder of Cuyahoga County, Ohio, pursuant to authorization given by the Board. Such certificate will contain a description of the Unit, the name(s) of the record Unit Owner(s) thereof and the amount of such unpaid portion of the Assessments, and other amounts due. The lien will and does also act to automatically secure and include all Assessments that become due and payable after the certificate is filed until the claim of lien is satisfied. The lien is valid for a period of five years from the time of filing unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the Court in an action brought to discharge such lien as hereinafter provided. In addition, each Unit Owner is personally liable, jointly and severally, for all Assessments chargeable for the period of his/her Unit Ownership. The existence of a mortgage, lien, or other encumbrance and of a condition, possibility of reverter or the like, is not a defense of title under the preceding sentence.

(E) Priority of Association's Lien. The lien provided for in Article IX, Paragraph (D) above takes priority over any lien or encumbrance subsequently arising or created, except for: a) liens for real estate taxes and assessments of political subdivisions, and b) liens of bona fide first mortgages, which have been theretofore filed for record; provided, however, that with respect to any bona fide first mortgage on a Unit that is filed for record after the date of this Declaration, an amount equal to the lesser of the amount of the delinquency or six months of common expense Assessments based on the budget adopted by the Association for the year in which the foreclosure action against the Unit is commenced, plus the Association's reasonable attorney's fees, costs, and expenses related to the foreclosure, is prior to any lien or encumbrance previously arising or created by such bona fide first mortgage. The lien provided for in Article IX, Paragraph (D) may be foreclosed in the same manner as a mortgage on real property in an action brought by or on behalf of the Association after authorization from the Board. In any such foreclosure action, the Unit Owner(s) of the Unit affected is required to pay a reasonable rental for such Unit during the pendency of such action, in addition to any Assessments otherwise chargeable against the Unit, and the Association in such action is entitled to the appointment of a receiver to collect the same. At any foreclosure sale, the Association, or its agent or nominee, is entitled to bid and acquire the Unit, subject to the provisions of Bylaws Article IX, Section 8(B).

(F) Dispute as to Common Expenses. Any Unit Owner who believes that the portion of any Common Expenses chargeable to his/her Unit, for which a certificate of lien has been filed by the Association, has been improperly calculated and charged against him/her or his/her Unit may bring an action in the Court of Common Pleas for Cuyahoga County, Ohio, for the discharge of such lien.

(G) Non-Liability of Foreclosure Sale Purchaser. Where the mortgagee of a first mortgage of record or other purchaser of the Unit acquires title to the Unit as a result of foreclosure of the first mortgage, or in the event a mortgagee should accept a deed in lieu of foreclosure, such acquirer of title, its successors and assigns, is not liable for the share of the Assessments chargeable to such Unit that became due prior to such acquisition of title to such Unit by such acquirer unless such share is secured by a lien for Assessments recorded prior to the recording of the foreclosed mortgage. Any funds received on the judicial sale of the Unit in excess of the first mortgage lien, the court costs, and the real estate taxes, will, however, be paid over to the Association, to the extent of the unpaid Assessments due to the Association. The Unit Owner(s) of a Unit prior to the judicial sale thereof, is and remains after the date of the judicial sale, personally and primarily liable, jointly and severally, for the Assessments against the judicially sold Unit up to the date of the judicial sale; but any unpaid share of Assessments is a Common Expense collectible from all of the Unit Owners, including the acquirer of the foreclosed Unit, his/her successors or assigns, at the time of the first Assessment next following the acquisition of title by such mortgagee, its successor or assigns.

(H) Liability for Assessments Upon Voluntary Conveyance. In a conveyance of a Unit, other than a conveyance described in Article IX, Paragraph (G), the grantee of the Unit is jointly and severally liable with the grantor for all unpaid Assessments levied by the Association against the grantor and the Unit, including his/her 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 is 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 is not 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" includes a decedent and "grantee" includes a devisee or heir, or any other successor or assign of a grantor.

## ARTICLE X

### INSURANCE

#### (A) Property Insurance.

(1) Coverage. The Association will carry Property Insurance (also sometimes known as “casualty insurance” or “fire and extended insurance”), subject to a deductible as provided for in Article X, Paragraph (A)(5) below, on:

(a) all the insurable improvements comprising the Common Elements, including the Limited Common Elements, but excluding any Improvements as defined in Article III, Paragraph (B)(4) above;

(b) all personal property as the Association may own and for which the Association is responsible; and,

(c) the following components that are within, in whole or in part, the bounds of a Unit even if part of a Unit:

(i) all plaster, plaster board, and drywall, including, as the Board so determines and specifies, a basic white primer and one coat of paint; and,

(ii) all concrete floors.

(2) Risks to be Insured and Availability of Insurance. The Association’s Property Insurance will protect against loss or damage by fire and hazards now or in the future embraced by a special form policy, and all other perils that are customarily covered by similarly constructed and situated condominium associations in Cuyahoga County, Ohio. The amount of insurance purchased must be sufficient to cover one hundred percent of the then replacement value, less deductible, without deduction for depreciation, excluding excavation and foundation costs and other items normally excluded from such coverage. If the cost of one hundred percent full replacement coverage, less the deductible, for Property Insurance is unreasonably expensive, as the Board so determines, then in no event will the coverage be in an amount less than eighty percent of the then current replacement value, less the deductible and with exclusions as provided for in this Paragraph.

(3) Beneficiary Interests. Subject to the provisions of Article X, Paragraph (A)(4) below, the Association's Property Insurance is for the benefit of the Association, each of the Unit Owners, and the holders of mortgages on the Ownership interests, as their interest may appear, and will provide for the issuance of certificates of insurance with mortgagees' endorsements to the holders of mortgages on the Units, if any.

(4) Claim Filing. The Board has the sole and exclusive right and authority to file, or authorize the filing of, and adjust any and all claims for damage or destruction that are or may be covered by the Association's Property Insurance policy regardless of the Person(s), including mortgagees, who may be named as an additional insured or beneficiary of such policy, as the Board determines is consistent with the intent of the Declaration and in the Association's best interests. A mortgagee having an interest in any loss, however, may participate in the settlement negotiations, if any, related to such loss. The failure or refusal of the Association to process or file any claim for damage or destruction to any part of the Condominium Property under the Association's Property Insurance will not give rise to any claim against the Association, the Board, or its managing agent; provided, however, that if no claim is filed, the Association will then self-insure the claim to the extent coverage would have been available under the Association's Property Insurance policy.

(5) Deductible. The Association's Property Insurance may include a reasonable deductible, as determined by the Board. In the event of loss or damage that is covered by the Association's Property Insurance, the deductible is a Common Expense unless such loss or damage is the result of a Unit Owner's act or neglect as provided for in Article X, Paragraph (A)(6) below.

(6) Responsibility for Damage.

(a) Association. In addition to the Association's property insurance obligations as set forth in Article X, Paragraph (A)(1) above, the Association's liability for loss or damage to any Unit component and a Person's personal property is limited to direct losses or damages resulting from the Association's negligence or intentional act. If any loss or repair is due to the Association's



negligence or intentional act, then, in such case, the Association is responsible for the depreciated value of such loss or repairs to the extent not covered by any insurance policy in accordance with this Article, including any deductible amount.

(b) Unit Owner. If any loss or repair is due to the negligence or intentional act of a Unit Owner, or anyone the Unit Owner is responsible for, such as a family member, Occupant, tenant, guest, or contractor then, in such case, the Unit Owner is responsible for the depreciated value of such loss or repairs to the extent not paid for by (or should have been covered and paid for by) any insurance policy required of the Association or any Unit Owner in accordance with this Article, including costs not paid for due to any insurance deductible amount.

(7) Insurance Company Rating. All policies will be written with a company licensed to do business in the State of Ohio and, unless not reasonably available to the Association, holding a rating of "AAA" or better by Standard & Poor's Insurance Ratings, or its present day equivalent.

(8) Mortgagee and Other Additional Insurance Requirements. Notwithstanding anything to the contrary anywhere in this Article, the Board has the full right and authority, but not the obligation, to purchase Property Insurance, and/or any other insurance policy or endorsement, that includes any and all such terms, conditions, or requirements, as the Board determines is in the Association's best interest and is necessary to comply with any requirements of the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, their designees, or any other financial institution or government agency. If the Association provides, as the Board so decides, any additional insurance coverage beyond the minimum requirements contained in Article X, Paragraph (A)(1) above, for less than all the Unit Owners, the Association may levy a special assessment against only those Unit Owners so requiring such additional insurance in an amount to be determined by the Board.

(9) Additional Endorsements. The Association's Property Insurance policy is to include, as the Board so determines is reasonable from time to time, a "Construction Code Endorsement" or its present day equivalent, a "Demolition Cost Endorsement" or its present day

equivalent, an "Increased Cost of Construction Endorsement" or its present day equivalent, and an "Agreed Amount and Inflation Guard Endorsement" or its present day equivalent, and/or such other endorsements as the Board so decides on.

(10) Disbursement of Excess Insurance Proceeds. The Association will use insurance proceeds received to defray the cost of repairing the damage to the Common Elements as set forth in Article XI.

(B) Unit Owner Insurance.

(1) Property Insurance. Except as may be insured by the Association in accordance with Article X, Paragraph A1 above, each Unit Owner must separately insure those portions of his/her Unit, including, but not limited to:

(a) any wall coverings, paneling, or other finishing material applied to any wall or ceiling, excluding the initial primer if needed;

(b) any finishing materials applied to the floors;

(c) all Unit doors, including the frames;

(d) all Unit windows, including the window components the Unit Owner is required to maintain;

(e) all appliances, including without limitation, any furnace or air-conditioning unit (including any and all associated duct work, water, drain, and electrical lines, and other components), wherever located, serving only the Unit;

(f) all non-original mechanical equipment, wherever located, serving only the Unit;

(g) all utility lines and components to be maintained by the Unit Owner as set forth in Article VIII, Paragraph (B);

(h) all sinks, faucets, toilets, tubs, showers, and other Unit fixtures to be maintained by the Unit Owner as set forth in Article VIII, Paragraph (B);

(i) all kitchen and bathroom cabinets; and,

(j) any Improvements installed outside the Unit boundary by the Unit Owner, including any prior Unit Owner of such Unit, for the benefit or use of such Unit, including, but limited to, any exterior patio, rooftop deck, or central air-conditioner unit.

The Unit Owner Property Insurance must insure against loss by fire and other hazards and perils now or hereafter embraced by a special form policy with a maximum deductible as determined by the Board. The amount of insurance purchased must be sufficient to cover 100% of the then replacement value, less deductible, without deduction for appreciation, excluding items normally excluded from such coverage. Each Unit Owner may further separately insure the personal contents of his/her Unit, as well as any other personal property, which he/she stores elsewhere on the Condominium Property.

(2) Liability Insurance. Each Unit Owner must also obtain and maintain a liability insurance covering, at a minimum, property damage to the Common Elements or other Unit(s) in an amount of not less than \$100,000.00 or such other amount as the Board may establish from time to time by Rule, arising or relating to the Unit Owner's Unit, including, without limitation, the maintenance, or lack thereof, of the Unit, and/or any such installations or improvements the Unit Owner is required to maintain in accordance with this Declaration.

(3) Proof of Insurance. Each Unit Owner must file a copy of the policy(ies), or such other evidence of insurance as the Board may require, with the Association within 30 days of the Owner taking title to the Unit and within 30 days receipt of a written request from the Association.

(4) Tenant Insurance. The Board may adopt Rules requiring that any Person renting or leasing a Unit to obtain and maintain insurance covering such losses, damages, and/or liabilities, and in such amounts determined by the Board. The Board may further require that

the Owner of such Unit provide proof of such insurance within 30 days of a written request from the Association.

(C) Liability Insurance and Other Insurance Coverage.

(1) The Association must insure itself, the Board of Directors, the Unit Owners, and Occupants against liability for personal or bodily injury, disease, illness, or death, and for injury to or destruction of property occurring on, in or about, or arising from or relating to the Common Elements, including, without limitation, water damage, legal liability, hired automobile, non-owner automobile, and off-premises employee coverage. The Association's liability insurance will afford protection to a limit of not less than Four Million Dollars in respect to personal or bodily injury, disease, illness, or death suffered by any one Person, and to the limit of not less than Four Million Dollars in respect to any one occurrence, and to the limit of not less than Four Million Dollars in respect to damage to or destruction of property arising out of any one accident. All liability insurance will contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner. In the event the insurance the Association obtains on behalf of the Unit Owners and Occupants against liability for personal or bodily injury or property damage arising from or relating to the Common Elements does not, for any reason, fully cover any such liability, the amount of any deficit is a Common Expense to the Unit Owners, and any Unit Owner who has paid all or any portion of such deficiency in an amount exceeding his proportionate share of such deficit based on the Unit Owner's undivided interest in the Common Elements has a right of contribution from the other Unit Owners according to their respective undivided interests in the Common Elements. Such policy will not insure against liability for personal or bodily injury or property damage arising out of or relating to the individual Units.

(2) Worker's compensation insurance as required by law.

(3) Such other insurance as the Board may determine, including, without limitation, errors and omissions insurance, liability insurance for Board members, and fidelity coverage against dishonest acts of any and all Persons handling Association funds.

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

## ARTICLE XI DAMAGE AND RESTORATION

(A) Damage and Destruction.

(1) Immediately after the damage or destruction by fire or other casualty to all or any part of the Condominium Property covered by the Association's Property Insurance, as determined by the Board, the Board or its duly authorized agent may proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Such costs may include professional fees and premiums for such bonds as the Board deems necessary. Each Unit Owner is deemed to have delegated, and does delegate on acquisition of any title interest in a Unit, to the Board or its agent, his/her right to file for and adjust with insurance companies all losses under the Association's Property Insurance policy(ies). In furtherance of this delegation, the Board, and its authorized agents, is and are hereby appointed the attorney-in-fact for all Unit Owners to make proof of loss, to negotiate loss adjustment, and to acknowledge receipt for any sums received on or under any and all of said policies.

(2) In the event any damage to or destruction of the Common Elements renders 50% or more of the Units then comprised within the Condominium Property untenable, the Unit Owners may, by the vote of

those entitled to exercise not less than 75% of the voting power, elect not to repair or restore such damaged part at a meeting that is called within ninety days after the occurrence of the casualty. Upon such election, all of the Condominium Property is subject to an action for sale as on partition at the suit of any Unit Owners. In the event of any such sale or a sale of the Condominium Property after such election, by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, is considered one fund and will be distributed to all Unit Owners in proportion to their respective undivided interest in the Common Elements. No Unit Owner, however, will receive any portion of his/her share of such proceeds until all liens and encumbrances on his/her Unit are paid, released, or discharged.

**(B) Restoration of Buildings.**

(1) Unless Unit Owners elect not to restore the damaged property as provided for in Article XI, Paragraph (A)(2) above, following the occurrence of a casualty for which insurance proceeds are recovered, the Association will repair and reconstruct all damage to or destruction of the Common Elements as such Elements existed immediately before the damage or destruction, provided that the Board may provide for the use of such new or alternative materials as the Board reasonably determines are in the Association's best interest and in compliance with and keeping with the historic nature and requirements for the Moreland Courts Condominium property. The Board will determine the distribution and/or payment of Association insurance proceeds for the repair and reconstruction of any Unit or Limited Common Elements, if any.

(2) If the cost of the repair for the damages or destruction to the Common Elements exceeds the amount of the insurance proceeds received, such excess may be provided for either by means of a special assessment levied by the Board against all Unit Owners or by means of an appropriation from the reserve fund or such other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Elements, as the Board so determines. Additional assessments may be made in a like manner at any time during or following the completion of any repair or reconstruction.

(3) If the cost of repairs to the Common Elements is less than the amount of such insurance proceeds, the Association will retain the excess and place it in the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Elements.

(4) After any damage to or destruction of any part of a Unit, including any Unit installation or component, the Association will reasonably repair, replace, and restore the portions of the Unit the Association is to insure pursuant to Article X, Paragraph (A)(1), provided that the Board may, with the Unit Owner's consent, provide for the use of such new or alternative materials as the Board reasonably determines are in the Association's best interest and in compliance with and keeping with the historic nature and requirements for the Moreland Courts Condominium property. The repair, replacement, and restoration of the portions of the Unit the Owner is to insure pursuant to Article X, Paragraph (B) is the Unit Owner's sole responsibility.

## ARTICLE XII

### EASEMENTS

(A) Encroachments. In the event that, by reason of the construction, repair, restoration, settlement or shifting of the Buildings or by reason of the partial or total destruction and rebuilding of the Buildings any part of the Common Elements presently encroaches or hereafter encroaches upon any part of a Unit, or any part of a Unit presently encroaches or hereafter encroaches upon any part of the Common Elements, or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving either any other Unit or more than one Unit presently encroaches or hereafter encroaches upon any part of any Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and exist for the benefit of such Unit and the Common Elements, as the case may be, provided, however, that in no event will a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Common Elements if such encroachment occurred due to the willful or negligent conduct of such Owner.

(B) Maintenance Easements. Each Unit Owner is subject to easements in favor of the Association in and over the Units and Limited Common Elements for access arising from necessity of maintenance or operation of the Buildings. Each Unit Owner has the permanent right and easement to and through the Common Elements and walls to the use of steam heat, water, sewer, power, television antenna and other telecommunications systems (subject to the limitations contained herein), and other utilities now or hereafter existing within the walls, and further has an easement to hang pictures, mirrors, and the like upon the walls of the Unit.

(C) Easements for Certain Utilities. The Association may grant easements on behalf of the Unit Owners for utility purposes for the benefit of the Condominium Property, including the right to install, lay, maintain, repair and replace steam lines, water mains and pipes, sewer lines, gas mains, telephone and telecommunications wires and equipment, ducts, public utility lines, and electrical conduits and wires over, along, within or through any portion of the Common Elements, or interior or perimeter walls, ceilings, and floors, provided, however, that no such easement will be granted within the boundaries of any Unit or any Limited Common Elements except within or through interior or perimeter walls, ceiling, or floors, and further provided that it is a condition to the use and enjoyment of any such easement, and the grantee of such easement does by the acceptance and use thereof covenant and agree, that the grantee of such easement must restore the Condominium Property and all portions thereof to the condition in that it existed prior to the grantee's use of such easement. Each Unit Owner hereby grants and the transfer of title to a Unit Owner is deemed to grant to the Association an irrevocable power of attorney to execute, acknowledge and record, for an in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing.

(D) Shaker Square Easements. From time to time, the Association has and may, through the Board, continue to enter into one or more easement agreements with the owners of the property appurtenant or adjacent to the west of the Condominium Property, which is known as Shaker Square, for such purposes as the Board reasonably determines to be in the Association's best interests. As of the date of this Declaration, the Association is a party to the following: Easement for Utilities dated August 11, 1978, and recorded in Volume 14835, Page 711 et seq. of the Cuyahoga County Records; Easement for Common Parking dated August 11, 1978, and recorded in Volume 14835, Page 697 et seq. of the Cuyahoga County Records, including the First Amendment to Easement



Agreement dated April 29, 2000, and recorded as Instrument No. 200005250916 of the Cuyahoga County Records, and re-recorded as Instrument No. 200111140002 of the Cuyahoga County Records, and the Second Amendment to Easement Agreement dated January 11, 2006, and recorded at Instrument No. 200607250823 of the Cuyahoga County Records; Agreement for Party Walls and Continuation of Encroachments dated August 11, 1978, and recorded in Volume 14835, Page 723 et seq.; and the Easement for Passageway dated August 11, 1978, and recorded in Volume 14835m Page 737, et seq., including the First Amendment to Easement Agreement dated January 11, 2006, and recorded at Instrument No. 200607250822 of the Cuyahoga County Records.

(E) Conservation Easements. With the prior approval of at least a majority of the Association's voting power present at an Association meeting called for such purpose, the Board is empowered and authorized to grant one or more conservation easements, including without limitation, façade easement(s) and/or air-rights easement(s), of or pertaining to the Buildings, including without limitation, the air-space above any or all of the Buildings, as the Board determines to be in the best interest of the Association and the Unit Owners, collectively. Any such conservation easement(s) is binding on all Unit Owners and any mortgagee or other person having an interest in any Unit or other part of the Condominium Property.

(F) Easements to Run With Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee, and other person having an interest in said land, or any part or portion thereof.

(G) Reference to Easements in Deeds. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation will not defeat or fail to reserve said rights or easements but same is deemed conveyed or encumbered along with the Unit.

(H) Damage Resulting From Exercise of Easements. All damage caused to the Condominium Property or the property of any Unit Owner as a result of any act or work performed pursuant to the authority granted or reserved in this Article XII or as a result of the use of any easement granted or reserved herein

must be repaired, replaced, or corrected promptly by the person performing the act or work by the grantee or holder of the easement being exercised, at the cost and expense of such person so that any such Condominium Property or other property so damaged will be restored (or replaced) to the condition in which it existed immediately prior to such damage.

(I) Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the President of the Association, his attorney-in-fact, to execute, deliver, acknowledge, and record for and in the name of such Unit Owner, such deeds of easement, licenses, permits, and other instruments as may be necessary or desirable, in the sole discretion of the Board, or its authorized representative, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of each and every Unit Owner, the Association, and real estate to which it is applicable, runs with the land, or coupled with interest and is irrevocable.

### ARTICLE XIII

#### CONDEMNATION

(A) Standing. Except as provided below, the Association, or its designated representative, or authorized successor as trustee, will represent the Unit Owners in any condemnation or eminent domain proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and has the sole and exclusive right to settle losses with the condemning authority and to receive the award or proceeds of settlement, for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. Notwithstanding the foregoing, in the event that a Unit Owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit Owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential losses, that Unit Owner may, at his or her election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, any other Unit Owner, or the direct loss with respect to the Unit itself, or with regard to the usability thereof, nor diminishes any award for any such loss.

(B) Use of Proceeds. The award or proceeds of settlement in any actual or threatened condemnation or eminent domain proceedings after reduction by the costs, if any, incurred by obtaining the same, will be applied first to the cost of restoring or replacing all damaged or taken improvements on the remaining Condominium Property in accordance with the Drawings, provided that the Board may provide for the use of such new or alternative materials as the Board reasonably determines are in the Association's best interest and in compliance with and keeping with the historic nature and requirements for the Moreland Courts Condominium property, or in accordance with any new plans and specifications therefore approved by Unit Owners exercising no less than a majority of the Association's voting power.

(C) Insufficient Proceeds; Excess Proceeds. If the award or proceeds are insufficient for the purpose set forth in Article XIII, Paragraph (B), the Association will pay the excess cost and, to the extent funds of the Association are insufficient, therefore, in the judgment of the Board, such excess cost is a Common Expense and assessed among the Units. Except as provided below, the balance of any such award or proceeds of settlement, if there is an excess, will be allocated, in proportion to the Ownership Interests. No Unit Owner, however, will receive any portion of his or her share of such proceeds until all liens and encumbrances on his or her Unit have been paid, released, or discharged.

(D) Non-Restorable Unit. Notwithstanding the foregoing, in the event that as a result of any such taking, and consequent restoration or replacement, any Unit could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not be replaced; prior to the allocation and disbursement of any sum to any other Unit Owner or his or its mortgagees, there will be allocated and disbursed from such award or its respective first mortgagee, as their interests may appear, such amount equal to the fair market value of the Unit that cannot be restored or replaced. Thereupon, such Unit or Units, and the Owners thereof, will be immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote membership in the Association, and liability for Common Expenses. All such relative proportions as those rights and interests were prior to such taking. To illustrate, upon a Unit being divested from the Condominium, (a) the voting right of that Unit will be allocated among all other Units in proportion to their respective interests in the Common

Elements, and (b) the Ownership Interest of that Unit will be reallocated among all other Units in the proportion of their relative Ownership Interest prior to such taking.

(E) Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, or authorized successor, as his or her attorney-in-fact to represent that Unit Owner, settle losses, receive and utilize the award or proceeds of settlement, and to do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Article with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit Owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with land, is coupled with an interest, and is irrevocable.

#### ARTICLE XIV

##### REMEDIES FOR VIOLATIONS

(A) Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision contained in this Declaration or in the Bylaws, gives the Board, on behalf of the Association, in addition to the rights hereinafter set forth in this Article, the right:

(1) To enter upon the Land, in any Unit or Limited Common Elements or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the Unit Owner of such Unit, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, the Bylaws, or the Rules, and the Association, its Board, or its agents, is not thereby deemed guilty in any manner of trespass;

(2) To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach;

(3) To suspend a Unit Owner's (including any Occupant(s), tenant(s), or resident(s) of such Unit) use of the Common Element amenities or benefit of Association services; and,

(4) To promulgate Rules to effect and to cause the effectuation of reasonable sanctions, including, but not limited to, the imposition of reasonable enforcement Assessments, as may be further defined in the Rules or Chapter 5311, payable to the Association after notice and a reasonable opportunity to request a hearing (and if so requested, to be actually heard) is provided, the removal of personal property from the Common Elements, when the continued presence of such property in the Common Elements is a violation or breach of the Declaration, Bylaws, or Rules, and/or the enforcement by the Police of Municipal Ordinance; all as may be deemed necessary or proper to secure and compel compliance with the Declaration, Bylaws, or Rules, as well as to deter continued non-compliance with such Declaration, Bylaws, or Rules.

(B) **Involuntary Sale.** If any Unit Owner (either by his/her own conduct or by the conduct of any Occupant(s), tenant(s), guest(s), or employee(s) of his/her Unit) violates any of the covenants or restrictions or provisions of the general law, this Declaration, the Bylaws, or the Rules, and such violation continues for three days after notice in writing from the Association, or shall occur repeatedly during any twelve month period after written notice or request from the Association to cure such violation, then the Board has the power, upon ten days prior written notice, to terminate the rights of said defaulting Unit Owner or Occupant to continue as a Unit Owner or Occupant and to continue to occupy, use, or control his/her Unit. At any time after such notice, the Association may file an action against the defaulting Unit Owner for a decree of mandatory injunction against the Unit Owner or Occupant subject to the prior consent in writing, of any Mortgagee, on the books of the Association, having an interest in the ownership of the defaulting Unit Owner, which consent will not be unreasonably withheld. In the alternative, the action may pray for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use, or control the Unit owned by him/her and ordering that all the right, title, and interest of the Unit Owner be sold (subject to liens or encumbrances thereon) at a judicial sale upon such notice and terms as the Court may establish, provided that the Court will enjoin and restrain the defaulting Unit Owner from reacquiring directly or indirectly his/her interest at such judicial sale. The proceeds of any such judicial sale will be distributed first to pay the costs of said

sale, mortgages of record according to their priority, then liens of record, according to their priority, reasonable attorneys' fees of the Association, real estate taxes, and Assessments and all other expenses of the proceedings, and all such items will be charged against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid Assessments hereunder or any liens, will be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser is entitled to such instrument of conveyance as may be provided by Court order, and to immediate possession of the Unit sold and may apply to the Court for a writ for the purpose of acquiring such possession and it will be a condition of any such sale, and the decree will so provide that the purchaser takes the interest in the property sold subject to this Declaration.

(C) Cost of Enforcement. If any Unit Owner (either by his/her own conduct or by the conduct of any Occupant(s), tenant(s), resident(s), guest(s), or employee(s) of his/her Unit) violates any provisions in this Declaration, the Bylaws, or Rules, said Unit Owner will pay to the Association, in addition to any other sums due, including all costs of repair or removal and any enforcement Assessments, all costs and expenses incurred by the Association in connection with the enforcement of said provision or Rule, including, without limitation, reasonable attorneys' fees and court costs. Said costs and expenses will be charged as an Assessment against said Unit Owner's Unit. The Association, in addition to all other remedies available, has the right to place a lien upon the estate or interest of said Unit Owner for all costs and charges provided for in this Paragraph as further explained and set forth in Article IX, Paragraph (D).

(D) Cure by Association. If any Unit Owner fails to perform any act that he/she is required to perform by this Declaration, the Bylaws, or the Rules, the Association, through the Board, may, but shall not be obligated to, undertake such performance or cure such violation, and shall charge and collect from said Unit Owner the entire cost and expense, including reasonable attorneys' fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional Assessment upon such Unit Owner and shall be due and payable when the payment of the Assessment next following notification of such charge becomes due and payable, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for Common Expenses.

(E) Eviction By Association. The Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code as well as any applicable City codes or regulations, to evict a tenant for a violation of any Rule or Declaration or Bylaws' restriction or covenant. The Association will bring the action, as the Unit Owner's agent, in the name of the Unit Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association will give the Unit Owner at least ten days prior, written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, will be charged to the Unit Owner and is the subject of a special assessment against the offending Unit and made a lien against that Unit.

## ARTICLE XV

### AMENDMENT OF THE DECLARATION, BYLAWS AND DRAWINGS

(A) In General. Except as provided for in Chapter 5311 and Paragraph (B) below, this Declaration and the Bylaws may be amended upon the filing for record with the Cuyahoga County Recorder of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument must have been duly consented to by the Unit Owners, either in writing or by a vote taken at a duly noticed and conducted Association meeting, entitled to exercise at least seventy-five percent of the Association's total voting power. Such amendment must be executed by the Association President and Secretary with the same formalities as this instrument and must refer to the volume and page in which this instrument and its attached exhibits are recorded. Any amendment becomes effective upon the recordation of the amendment in the Office of the County Recorder of Cuyahoga County, provided, however, that no amendment be made to the Ownership Interests set forth in Exhibit D without the prior unanimous approval of all Unit Owners and their respective Mortgagees.

(B) Board Amendments. Notwithstanding anything in Paragraph (A) above to the contrary, without a vote of the Unit Owners, the Board may amend the Declaration in accordance with and to the extent permitted by Chapter 5311.

(C) Limitation on Unit Owner Challenge. Any Unit Owner who is aggrieved by an amendment to the Declaration made pursuant to Article XV, Paragraph (A) above or that the Board of Directors makes pursuant to Article XV,

Paragraph (B) above may commence a declaratory judgment action to have the amendment declared invalid, provided, that any such action must be filed in the Cuyahoga County Court of Common Pleas within one year from the date of the recordation of the amendment with the Cuyahoga County Recorder.

(D) Mortgagee Consent. Notwithstanding anything to the contrary in Article XV, Paragraph (A) above to the contrary, the consent of at least 51% of the first Mortgagees is required for any amendment of a material adverse nature to such first Mortgagees, any amendment to terminate the legal status of the Condominium, or any other amendment for which such Mortgagee consent is required to meet the requirements of the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and/or similar institutions. A Mortgagee who receives a written request to approve an amendment by regular U.S. mail and who does not deliver to the requesting party a negative response within forty-five days after the sending of the request, is deemed to have approved such amendment. If less than 51% of the first Mortgagees consent to a given amendment, the amendment is valid among the Unit Owners, provided that the rights of any non-consenting Mortgagee will not be adversely affected or impaired.

## ARTICLE XVI

### SALE OR OTHER ALIENATION OF UNITS

The Association does not have a right of first refusal with respect to the purchase or any other conveyance, whether by gift, involuntary sale, or otherwise, of a Unit. A Unit Owner is able to transfer his/her Unit freely, provided, however, that, prior to any transfer, the Unit Owner must submit to the Association: (a) a copy of the executed sales or purchase agreement for the Unit; (b) payment in full to the Association of all outstanding Assessments and other charges levied against the Unit and that are due or become due up until the date of transfer of the Unit; (c) a written verification that the new Unit Owner has received a set of governing documents, including the Declaration, Bylaws, and Rules (a set of such documents may be obtained from the Association for a reasonable charge); and, (d) the new Unit Owner's name, home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all Occupants of the Unit as well as the name, business address, and business telephone number of any person who manages the Unit Owner's Unit as an agent of that Unit Owner.



Within 30 days after a change in any information that division (d) of this Article requires, a Unit Owner must notify the Association, in writing, of the change. When the Board requests, a Unit Owner must verify or update the information. Nothing in this Article XVI prevents or prohibits the Association, through the Board, from purchasing a Unit at anytime and from time to time, provided the requirements set forth in the Bylaws are met.

## ARTICLE XVII

### NOTICES TO LENDING INSTITUTIONS

In addition to the Mortgagee consent provided for in Article XV, Paragraph (D), and upon written request to the Association, any Mortgagee is entitled to written notice, by regular first class mail or electronic mail, from the Association of any proposed amendment to the Declaration or Bylaws as provided for or required by the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and/or similar institutions. Such notice includes, without limitation, notice of:

(A) any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage;

(B) any delinquency sixty days in the payment of assessments or charges owed by any Unit Owner on a Unit on which the Mortgagee holds the mortgage;

(C) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and,

(D) any proposed action that requires the consent of a specified percentage of Mortgagees.

The Association's failure to provide notice as set forth above to any Mortgagee does not negate or otherwise affect the Association's rights and interests to, with, or against any Unit Owner, provided that the rights of any Mortgagee who requested but was not sent such notice will not be adversely affected or impaired.

## ARTICLE XVIII

### GENERAL PROVISIONS

(A) Service of Notices on the Board. Notices required to be given to the Board or Association may be delivered to any two members of the Board or to the President, either personally or by regular U.S. mail, with postage prepaid, addressed to such members or officer at his/her Unit.

(B) Services of Notices on Unit Owners. Unless otherwise expressly provided for in the Declaration or Bylaws, any notices required or desired to be given to the Unit Owners or to any one or more of them will be in writing and is deemed to have been effectively given if it has been (1) delivered personally to the Unit Owner(s) (if there is more than one Person owning a single Unit, a notice given to any one of such several Persons shall be deemed to have been given personally to all of the Persons owning an interest in such Unit), (2) placed beneath or in front of the main entrance door of the Unit (it is then deemed to have been given to all Persons owning an interest in such Unit), or (3) sent by regular U.S. mail with postage prepaid, addressed to the Unit Owner at the mailing address of his/her Unit.

(C) Copies of Notices to Mortgagees. Upon written request to the Board, including the name and address of such mortgagee and the Unit(s) on which it holds, insures, or guarantees the mortgage, the holder of any duly recorded mortgage on any Ownership Interest or interest therein, will be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner(s) whose Ownership Interest or interest therein is subject to such mortgage.

(D) Service of Notices on Devisees and Personal Representatives. Notices required to be given any devisee, heir, or personal representative of a deceased Unit Owner may be delivered either personally or by regular U.S. mail, with postage prepaid, to such party at his, her, or its address appearing in the records of the court in which the estate of such deceased Unit Owner is being administered.

(E) Signature Requirements. Pursuant to the Board's decision, any requirement for a signature under the Declaration or Bylaws may be satisfied by a digital signature meeting the requirements of Ohio and Federal law.

(F) Use of New Technology. Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by Ohio and Federal law, as well as by the Board, now or in the future: (1) any notice required to be sent or received; (2) any signature, vote, consent, or approval required to be obtained; or (3) any payment required to be made, under the Declaration or Bylaws, may be accomplished or required using the most advanced technology available at that time provided such use is a generally accepted business practice. This includes, without limitation, the use of electronic mail or other electronic transmission in lieu of any Association required written notice to Unit Owners and Board members, individually or collectively, to or from any Unit Owner who has given the Association written consent to such use of electronic email or other electronic transmission, and/or for the Association to properly and effectively receive any Unit Owner signature, vote, consent, or approval the Association needs or requires, subject to the following:

(1) For voting on the election of Board members, the Association may provide for voting by electronic transmission, provided that if the Association cannot guarantee the anonymity of a Unit Owner's vote, the Association must provide the Unit Owners with the option of casting an anonymous printed ballot, which includes, when necessary, the Unit Owner's Ownership Interest.

(2) An electronic email or other electronic transmission to a Unit Owner is not considered delivered and effective if the Association's transmission to the Unit Owner fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Unit Owner becomes known to the person responsible for sending the transmission. If the electronic email or other electronic transmission is not delivered or effective, the Association will deliver such notice or other communication to the Unit Owner in writing by regular U.S. mail, by hand delivery, or by leaving the notice under or attached to the front door of the Unit Owner's Unit.

Any Unit Owner who has not given the Association written consent to such use of electronic email or other electronic transmission will receive notices, including any notice of delinquency of any payment due, either by personal delivery or regular mail to such Unit Owner's Unit or, if different, the last known address of the Unit Owner.

(G) Compliance with Covenants. All Unit Owners and Occupants must comply with all covenants, conditions, and restrictions set forth in any deed to which they are subject or in the Declaration, Bylaws, or Rules, as any of the same may be amended from time to time.

(H) Non-Waiver of Covenants. No covenants, conditions, or restrictions, obligations or provisions contained in this Declaration, the Bylaws, or the Rules are deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

(I) Headings. The heading to each Article and each paragraph is inserted only as a matter of convenience and for reference and in no way defines, limits, or describes the scope or intent of this Declaration, nor in any way affects this Declaration.

(J) Severability. The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability, or effect of any other provision of this Declaration.

(K) Covenants to Run with the Land. Each grantee of the Grantor, by the acceptance of a deed of conveyance, accepts the same, subject to all restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed are deemed and taken to be covenants running with the Land and bind Grantor, its successors and assigns, and any Unit Owner, Occupant, purchaser, lessee, Mortgagee, or other Person having, at any time any interest or estate in said Land and inure to the benefit of such owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

(L) Construction. Wherever the masculine singular form of the pronoun is used in this Declaration or the attached Bylaws, it will be construed to mean the masculine, feminine, or neuter, singular or plural, as the context so requires. As used in this Declaration, the word "will" indicates a mandatory obligation to do or not do a given action; the word "will" meaning the same as "must," "shall,"

or "is required to," unless specifically provided for otherwise in the context it is used.

(M) Scrivener's Corrections. Scrivener reserves unto itself the right to make corrections or changes in this Declaration and any of the Exhibits attached to this Declaration, including the attached Bylaws, that arise due to typographical mistakes or scrivener errors. Said changes may be made by Scrivener despite the fact that Scrivener does not own 75% of the interest of the Association's total voting power but may only be done if said changes do not materially affect the Unit Ownership interest of anyone else. Said changes must otherwise be in accordance with Article XV of this Declaration.

(N) Interpretation of Declaration. The provisions of this Declaration, and the Exhibits attached to the Declaration, including the Bylaws, are to be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class condominium development; provided, further, that the language used will not be strictly construed against the Association, the Board, or any Unit Owner.

## EXHIBIT A

The Drawings for the Moreland Courts Condominium Property as prepared and certified by William J. Dempsey, Registered Surveyor No. 4492, and John T. Miller, Registered Architect No. 3196, are attached to the Original Declaration (Cuyahoga County Records Volume 14841, Page 173 et seq.) as Exhibit A; being filed with the Cuyahoga County Fiscal Office at Volume 32, Pages 23 to 64 inclusive of the Cuyahoga County Map Records. Such Drawings are hereby incorporated into and made a part of this Exhibit A to the Amended and Restated Declaration, and therefore the Amended and Restated Declaration itself, by reference only.