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GOVERNOR'S LANDING  
CONDOMINIUM PHASE I  
CITY OF MENTOR  
LAKE COUNTY, OHIO

RECORDER'S FEE 96<sup>50</sup>  
VAUGHN R. BETZER  
RECORDER, LAKE COUNTY, OHIO  
NOV 18 1980

DECLARATION OF CONDOMINIUM OWNERSHIP

RECEIVED FOR RECORD  
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Recorded Vol. 879 Page 1277

This will certify that copies of this Declaration, together with drawings and By-Laws attached as Exhibits thereto have been filed in the Office of the County Auditor, Lake County, Ohio.

Date November 18, 1980

Lake County Auditor

Daniel J. Supanick  
Daniel J. Supanick

by Debra S. Demaree  
Deputy Auditor

For 2nd Amend Date 10-1-85  
See Official Records, Vol. 170 Page 341  
VAUGHN BETZER, RECORDER

P. Craig DEPUTY  
For 11th Amend Date 1-11-88  
See Official Records, Vol. 364 Page 216  
GEOFFREY T. KENT, RECORDER  
Laura Fawen DEPUTY

For 6th Amend Date 2-24-87  
See Official Records, Vol. 288 Page 1149  
GEOFFREY T. KENT, RECORDER  
M. Curry DEPUTY

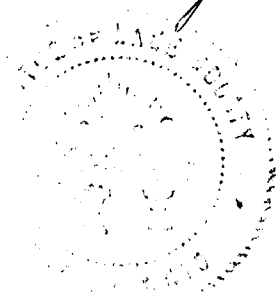
This instrument prepared by:

Melvyn E. Resnick and  
Gordon M. Harrell  
Attorneys at Law

For 5th Amend Date 2-24-87  
See Official Records, Vol. 285 Page 1138  
GEOFFREY T. KENT, RECORDER  
M. Curry DEPUTY

Nov. 18, 1980  
For Plat see Volume 1, Page 8  
Vaughn R. Betzer  
Recorder

by Margaret Ryan  
Deputy Recorder



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Order No.

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DEFINITIONS

The following terms used herein are defined as follows:

- (1) Association or Unit Owners Association means Governor's Landing Condominium Unit Owners' Association, Inc., which is the unit owners association as defined by Section 5311.01(L) of the Ohio Revised Code.
- (2) Common Areas and Facilities means common areas and facilities as defined in Section 5311.01(B) of the Ohio Revised Code together with easement for driveways, walkways, and utilities over premises adjacent to Governor's Landing Condominium Phase I.
- (3) Common Expenses means
  - i) Common Expenses as defined in Section 5311.01(D) of the Ohio Revised Code.
  - ii) Expenses of administrations, expenses of maintenance, operation, repair or replacement of the common elements and of the portion of units to be maintained by the Association.
  - iii) Expenses declared to be common expenses by provisions of this Declaration or by the By-Laws.
  - iv) Any valid charge against the condominiums as a whole.
- (4) Condominium Property - see page 2 together with easements set forth in I-D herein.
- (5) Declaration means this Declaration of Condominium of Governor's Landing Condominium Phase I.
- (6) Osborne means Osborne Brothers Enterprises, Inc. and includes its successors and assigns.
- (7) Family Unit Owners or Unit Owners means "Unit Owner" as defined by Section 5311.01(J) of the Ohio Revised Code.
- (8) Family Unit or Unit means "Unit" as defined by Section 5311.01(I) of the Ohio Revised Code.
- (9) Limited Common Areas and Facilities means those areas so designated on the drawings marked Exhibit "A" and as defined in Section 5311.1(K) of the Ohio Revised Code and as described herein.
- (10) Recreational Areas - All land so designated by Osborne and eventually part of the common areas of the Several Governor's Landing Condominiums.
- (11) The Several Governor's Landing Condominiums shall include 19.937 acres of land now owned by Osborne or if the Declarant does not expand this condominium to include all the land described aforesaid in this definition No. 11 then the Several Governor's Landing Condominiums will describe only such condominiums as are submitted herein as Governor's Landing Condominium Phase I and such others as are added by expansion thereto.
- (12) Governor's Landing Condominium Phase I - The Condominium filed herein together with the exhibits attached thereto and the land represented thereby.

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DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

GOVERNOR'S LANDING CONDOMINIUM PHASE I

KNOW ALL MEN BY THESE PRESENTS: That whereas, Osborne Brothers Enterprises, Inc., and Ohio corporation, hereinafter referred to as "Grantors", or "Osborne" or "Owner" or "Developer" or "Declarant", is the owner in fee simple of the following described real property, to-wit:

GOVERNOR'S LANDING CONDOMINIUM PHASE I:

Situated in the City of Mentor, County of Lake and State of Ohio and known as being a part of Lot 1, Tract 8 in said City and is bounded and described as follows:

Beginning at a point in the centerline of Hopkins Road at the northeasterly corner of land conveyed to the City of Mentor by deed recorded in Volume 640, Page 414 of Lake County Record of Deeds;

Thence northerly along the centerline of Hopkins Road, North 23°44'24" West, a distance of 138.07n feet to an angle point in the centerline of said Hopkins Road;

Thence continuing northerly along the centerline of said Hopkins Road, North 32°22'54" West, a distance of 226.73 feet to the principal place of beginning of this description;

Thence westerly, northerly and easterly by the following courses and distances:

- Course I Thence South 57°37'06" West, a distance of 301.04 feet to a point;
- Course II Thence North 50°52'54" West, a distance of 68.93 feet to a point;
- Course III Thence on the arc of a curve deflecting to the right (the radius of which is 120.00 feet and a chord that bears North 28°22'54" West and is 91.84 feet long), a distance of 94.25 feet to a point;
- Course IV Thence North 5°52'54" West, a distance of 63.42 feet to a point;
- Course V Thence on the arc of a curve deflecting to the right, the radius of which is 205.00 feet and a chord that bears North 25°52'06" East and is 215.75 feet long), a distance of 227.20 feet to a point;
- Course VI Thence North 57°37'06" East, a distance of 104.74 feet to a point in the centerline of above said Hopkins Road;

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Thence southerly along the centerline of said Hopkins Road, South 32°22'54" East, a distance of 327.27 feet to the principal place of beginning of this description and containing 2.162 acres of land as calculated and described by Colpetzer-Woods Consultants, Inc., Registered Engineers and Surveyors.

WHEREAS, it is the desire and intention of Grantor to enable the foregoing real property, together with all buildings, structures, improvements, easements, rights and appurtenances belonging thereto and situated thereon, and all privileges belonging or in any way appurtenant thereto (hereinafter called the "Condominium Property"), to be owned under and pursuant to that certain type of ownership commonly known as "CONDOMINIUM" and to subject and submit such property to the provision of Chapter 5311, Ohio Revised Code; and

WHEREAS, it is the intention of Osborne to file several Condominiums under the condominium laws of the State of Ohio, said condominiums being hereinafter referred to as "Governor's Landing Condominiums", and may include an additional 17.775 acres of land now owned by Osborne in Original Mentor Township Lot 1, Tract No. 8 as follows:

LEGAL DESCRIPTIONS OF ADDITIONAL PROPERTY WHICH GRANTOR MAY IN THE FUTURE SUBMIT TO THE PROVISIONS OF THE CONDOMINIUM ACT

PARCEL I

Situated in the City of Mentor, County of Lake and State of Ohio and known as being part of Lot 1, Tract 8 in said City and is bounded and described as follows:

Beginning at a point in the centerline of Hopkins Road (60 feet wide) at the northeasterly corner of land conveyed to the City of Mentor by deed recorded in Volume 640, Page 414 of Lake County Record of Deeds;

Thence westerly along the northerly line of land conveyed to the City of Mentor, South 85°17'39" West, a distance of 541.74 feet to an iron pipe stake;

Thence by the following courses and distances:

- North 4°42'21" West, a distance of 80.00 feet to an iron pipe stake;
- North 59°14'08" West, a distance of 285.15 feet to an iron pipe stake;
- North 0°28'06" East, a distance of 260.00 feet to an iron pipe stake;
- North 29°28'06" East, a distance of 220.00 feet to an iron pipe stake;
- North 0°28'35" East, a distance of 55.00 feet to an iron pipe stake;
- South 89°31'25" East, a distance of 95.00 feet to an iron pipe stake;
- North 62°30'06" East, a distance of 160.00 feet to a point in the centerline of above said Hopkins Road (60 feet wide);



Thence southerly along the centerline of Hopkins Road by the following courses and distances:

South 27°29'54" East, a distance of 140.00 feet to a point;  
South 32°22'54" East, a distance of 50.13 feet to a point where said centerline is intersected with the centerline of a proposed road;

Thence along the centerline of said proposed road by the following courses and distances:

South 57°37'06" West, a distance of 104.74 feet to a point;

Thence on the arc of a curve deflecting to the LEFT (the radius of which is 205.00 feet and a chord that bears South 25°52'06" West and is 215.75 feet long), a distance of 227.20 feet to a point;

Thence South 5°52'54" East, a distance of 63.42 feet to a point;

Thence on the arc of a curve deflecting to the LEFT (the radius of which is 120.00 feet and a chord that bears South 28°22'54" East and is 91.84 feet long), a distance of 94.25 feet to a point;

Thence South 50°52'54" East, a distance of 68.93 feet to a point;

Thence North 57°37'06" East, a distance of 301.04 feet to a point in the centerline of above said Hopkins Road;

Thence southerly along the centerline of said Hopkins Road, South 32°22'54" East, a distance of 226.73 feet to the angle point in the centerline of Hopkins Road;

Thence continuing southerly along the centerline of Hopkins Road, South 23°44'24" East, a distance of 138.07 feet to the place of beginning and containing 6.669 acres of land as surveyed and described by Colpetzer-Woods Consultants, Inc., Registered Engineers and Surveyors.

#### PARCEL II

Situated in the City of Mentor, County of Lake and State of Ohio and known as being a part of Lot 1, Tract 8 in said City and is bounded and described as follows:

Beginning at an iron pipe stake where the easterly right-of-way line of Center Street extension (80 feet wide) and the northerly line of land conveyed to Robert and Betty Jeanne Lyman by deed recorded in Volume 754, Page 1123 of Lake County Record of Deeds intersect;

Thence northerly along the easterly right-of-way line of Center Street extension (80 feet wide) on the arc of a curve deflecting to the LEFT (the radius of which is 1950.08 feet and a chord that bears North 13°34'18" West and is 23.38 feet long), a distance of 23.39 feet to an iron pipe stake;

Thence continuing along the easterly right-of-way line of Center Street extension (80 feet wide), North 13°54'55" West a distance of 493.92 feet to an iron pipe stake at the beginning of a curve;

Thence continuing along the easterly right-of-way line of said Center Street Extension (80 feet wide) on the arc of said curve deflecting to the RIGHT (the radius of which is 1870.08 feet and a chord that bears North 6°34'55" West and is 477.41 feet long), a distance of 478.72 feet to an iron pipe stake;

Thence continuing on the easterly right-of-way line of said Center Street extension (80 feet wide) North 0°45'06" East, a distance of 130.98 feet to an iron pipe stake at the beginning of a curve;

Thence northeasterly on the arc of said curve deflecting to the RIGHT (the radius of which is 30.00 feet and a chord that bears North 45°45'06" East and is 42.43 feet long) a distance of 47.12 feet to an iron pipe stake in the southerly right-of-way line of Hendricks Road extension (80 feet wide);

Thence easterly along the southerly right-of-way line of Hendricks Road extension (80 feet wide), South 89°14'54" East, a distance of 465.25 feet to an iron pipe stake;

Thence southerly by a line which bears South 0°45'06" West a distance of 1100.58 feet to an iron pipe stake in the northerly line of land of above said Robert and Betty Jeanne Lyman;

Thence westerly along the northerly line of land of said Robert and Betty Jeanne Lyman, South 84°17'08" West, a distance of 305.41 feet to the place of beginning and containing 11.106 acres of land as surveyed and described by Colpetzer-Woods Consultants, Inc., Registered Engineers and Surveyors.

WHEREAS, it is the desire to enable Osborne by this Declaration to so develop said land and any contiguous land acquired in the future as either condominiums or rental apartment units; and

WHEREAS, Osborne is further desirous of establishing for the mutual benefit of all future owners, mortgagees or occupants of the Condominium Property or any part thereof, which shall be known as Governor's Landing Condominium Phase I certain easements and rights, in, over and upon such Condominium Property and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof; and

WHEREAS, Osborne desires and intends that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in the Condominium Property shall at all times enjoy the benefits of and shall hold their interests therein subject to the rights, easements, privileges, conditions and restrictions hereinafter set forth in this Declaration and in the By-Laws of Governor's Landing Condominium Phase I attached thereto as Exhibit "B" all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the property administration of the condominium property and are established for the purpose of enhancing the value, desirability, and attractiveness of the Condominium Property.

NOW THEREFORE, Osborne as the owner in fee simple of the Condominium Property known as Governor's Landing Condominium Phase I hereby submits said property to the provisions of Section 5311 of the Ohio Revised Code and hereby declares said Condominium to be "expandable condominium property" in accordance with Section 5311.01(R) of the Ohio Revised Code, and hereby makes the following Declaration as to the division, covenants, restrictions, limitations conditions, and uses to which the Condominium Property may be put hereby specifying that said Declaration shall constitute covenants to run with the land and shall be binding on Osborne, its successors and assigns and all subsequent owners of all or any part of the Condominium Property, together with their respective grantees, heirs, executors, administrators, devisees, successors or assigns.

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ARTICLE I

Establishment of Condominium Ownership and Division  
of Condominium Property

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Osborne, in order to establish a plan of Condominium ownership for the Condominium Property, hereby subjects the Condominium Property, hereinbefore described as Governor's Landing Condominium Phase I (2.162 acres), to the provisions of Chapter 5311, Ohio Revised Code. The Condominium Property including twelve (12) family units of five different plans combined into three (3) buildings and identified as

- Type A
- Type B
- Type C
- Type D
- Type E

constructed principally of brick veneer and wood, units hereby divided into twelve (12) separately designated and legally described freehold estates, hereinafter described and referred to as "family units" together with easements and subject to easements as set forth in Article I-D herein.

The locations, the layout, locations, designation, dimensions, area and number of rooms of the Family Units and the Common Areas and Limited Common Areas and Facilities are shown graphically on the set of drawings attached hereto as Exhibit "A". Such set of drawings is hereinafter referred to as "allotted drawings" and the separate drawings and parts thereof comprising the set area hereinafter referred to by reference to the exhibit designations thereon.

A. Family Units. Each of the Family Units hereinbefore declared and established as a freehold estate shall consist of all of the space bounded by the interior surfaces of the perimeter walls, floors, and ceilings of each family unit including windows and doors in the perimeter walls as further defined in O.R.C. 5311.03(D), the dimensions, layout and descriptions of each such Family Unit being shown on the drawings attached hereto as Exhibit "A" and incorporated herein, together with each unit's undivided interest in the common areas and facilities.

B. Common Areas and Facilities.

1. The entire land in Governor's Landing Condominium Phase I and the improvements thereon including Limited Common Areas and Facilities but not included within the Family Unit shall be the Common Areas and Facilities.

The percentage of ownership of the common areas and facilities attributable to the ownership interest of each Family Unit and the basis of the allocation of common profits and expenses until amended as set forth in Articles V and VI herein shall be as follows:

TYPE	UNIT, SUITE OR PARCEL #	% OF OWNERSHIP
	A-1	8-1/3
	A-2	8-1/3
	A-3	8-1/3
	A-4	8-1/3
	B-1	8-1/3
	B-2	8-1/3
	B-3	8-1/3
	B-4	8-1/3
	C-1	8-1/3
	C-2	8-1/3
	C-3	8-1/3
	C-4	8-1/3
		<u>100</u>

Osborne Brothers Enterprises, Inc. hereby reserves the Power of Attorney to change the percentages of ownership of the common areas and facilities when each additional condominium of the several Governor's Landing Condominiums are declared. Reference is made to Article V herein for additional definition and Declaration of the Power of Attorney and right of change of common areas reserved. Aggregate fair market value will be used in accordance with Section 5311.04(B) of Ohio Revised Code.

C. Limited Common Areas and Facilities. Part of the Common Areas and Facilities are designated as "Limited Common Areas and Facilities", as shown on Exhibit "A" and are to be reserved for the exclusive use of the adjacent Family Unit or Units, and are to be considered part of said Units for tax purposes.

D. Easements. The non-exclusive right-of-way and easement over all common roadways and walkways in this condominium and all common roadways and walkways in the Several Governor's Landing Condominiums is automatically granted to each owner of each Unit of Governor's Landing Condominium Phase I and such non-exclusive right-of-way and easement

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is reserved in favor of Osborne and all future family unit owners in the Several Governor's Landing Condominiums. Said easement and right-of-way shall run with the land and be for the following purposes:

- (a) As a means of ingress and egress for pedestrian and vehicular traffic over roadways and walkways,
- (b) For the installation, maintenance, replacement, repair and/or relocation of storm sewers, sanitary sewers, water lines, telephone lines, gas lines, electric lines, cable television lines and appurtenances thereto or such other utility or service facilities as may be deemed necessary or convenient by Osborne as long as it is the owner of any land in the Several Governor's Landing Condominiums.

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The easements set forth herein are stipulated to be non-exclusive easements for all owners of land or Units in the Several Governor's Landing Condominiums including the additional property described above and the easement rights are further stipulated to be considered part of the common areas for each and all of the Several Governor's Landing Condominiums, for the purposes of owners having access to a dedicated highway.

Additionally, Declarant, for itself and its successors and assigns, reserves the right to extend and tie into main line utility lines in the Common Areas, as permitted by public authority and the utility company involved, to extend such lines into the additional property to service the same, until such time as control of the Condominium Property is assumed by the Association.

E. Power of Attorney. Each Unit owner, by acceptance of a deed to a Unit, hereby irrevocably appoints Declarant his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit owner, such deeds of easement and other instruments as may be necessary or desirable, in the sole discretion of the Board's authorized representative, to further establish or effectuate the foregoing easements. This power is for the benefit of each and every Unit owner, the Association, the Declarant, and the real estate to which it is applicable, runs with the land, and is coupled with an interest.

F. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement.

## ARTICLE II

### Unit Owners' Association

Osborne shall cause to be formed an Ohio Corporation not for profit to be called "Governor's Landing Condominium Unit Owners' Association" which shall administer the Condominium Property.

A. Time of Establishment. The Unit Owners' Association shall be established not later than the date the deed or other evidence of ownership is filed for record following the first sale of a condominium ownership interest in the Development. Membership in the Unit Owners' Association shall be limited to Unit Owners, and all Unit Owners shall be members. Until the Unit Owners' Association is established, the Developer shall act in all instances where action of the Unit Owners' Association or its officers is authorized or required by law or the declaration.

B. Time of Election of Officers. Not later than the time that condominium ownership interests to which twenty-five percent of the undivided interests in the common areas and facilities appertain have been sold and conveyed by the developer in a condominium development, the Unit Owners' Association shall meet and the Unit Owners, other than the Developer, shall elect not less than twenty-five percent of the members of The Board of Managers. Not later than the time that condo-

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minium ownership interest to which fifty percent of the undivided interest appertain have been sold and conveyed, such Unit Owners shall elect not less than forty percent of the members of The Board of Managers. When computing percentages of interest in expandable condominium properties for purposes of this division, the percentage of interest in common areas and facilities shall be computed by comparing the number of Units sold and conveyed to the maximum number of units that may be created, as stated in the declaration pursuant to Division (C) (8) of Section 5311.05 of the Revised Code.

C. Authorization of Developer. Except as stated in Division (B) of this section, this Declaration of Condominium Development authorizes the developer or persons designated by it to appoint and remove members of The Board of Managers and other officers of the Unit Owners' Association and to exercise the powers and responsibilities otherwise assigned by law or The Declaration to the Unit Owners' Association, The Board of Managers, or other officers. Such an authorization extends from the date of the establishment of the Unit Owners' Association until the earlier of:

- (1) Five Years.
- (2) Thirty days after the sale and conveyance of condominium ownership interests to which appertain seventy-five percent of the undivided interests in the common areas and facilities to purchasers in good faith for value.

If there is a unit owner other than the developer, the Declaration of Condominium Development shall not be amended to increase the scope of the period of control by the developer.

Within thirty days of the expiration of any period during which the developer exercises powers under this division, The Unit Owners' Association shall meet and elect all members of The Board of Managers and all other officers of The Unit Owners' Association. The persons so elected shall take office upon election.



Each Family Unit owner upon acquisition of title to a Family Unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his or her Family Unit ownership at which time the new owner of such Family Unit automatically shall become a member of the Association. The owner or owners of a Family Unit shall be entitled to one vote.

While owners of each Family Unit in Governor's Landing Condominium Phase I are the exclusive owners of common areas in Governor's Landing Condominium Phase I it is understood and agreed that the Governor's Landing Condominium Unit Owners' Association is to include all owners of all Family Units in the Several Governor's Landing Condominiums, and each owner shall be entitled to one vote.

D. The Board of Managers and Officers of the Association elected as provided in the By-Laws of the Association attached to Governor's Landing Condominium Phase I as Exhibit "B" shall exercise the powers, discharge the duties and be vested with the rights conferred by the operation of the law, by the By-Laws and by this Declaration upon the Association except as otherwise specifically provided; provided, however, that in the event any such power, duty or right shall be deemed exercisable or dischargeable by or vested in an officer or member of The Board of Managers, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this Declaration and the said By-Laws.

E. Administration of Condominium Property. The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the By-Laws of the Association. Each owner, tenant, or occupant of a Family Unit shall comply with the provisions of the general law, this Declaration, the By-Laws, decisions and resolutions of the Association or its representative as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or reso-

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lutions shall be grounds for an action to recover sums due for damages or for injunctive relief.

F. Statutory Agent. The person to receive service of process for the Association shall be Jerome T. Osborne, Jr., 8644 Station Street, Mentor, Ohio 44060. In the event Jerome T. Osborne, Jr. is not registered with the Secretary of State of Ohio as Statutory Agent for Governor's Landing Condominium, the person to receive such service shall be the statutory agent for such corporation. In the event no statutory agent is named, service shall be on the Secretary of State of Ohio.

G. Whenever elected members of The Board of Managers of Governor's Landing Unit Owners' Association take control of the Association, the Declarant or Developer shall deliver to such officers correct and complete books and records of account, as required in Section 5311.09(A) of the Ohio Revised Code and any damages resulting from the declarants or developer's failure to do so may be recovered in a civil action.

H. Election of Trustees of Governor's Lake Association. Declarant and other owners of the lake which is situated on Parcels "A" and "B" of Mentor City Ordinance No. 74-0-108 have conveyed or will convey the land which embraces the lake situated on the Parcels as aforesaid to a non-profit corporation to be known as "Governor's Lake Association" which Association shall hold the fee simple title to the lands of the lake and whose Board of Trustees will be elected by the Unit Owners' Associations of the several condominiums situated on all of the lands encompassed by said ordinance (Parcels "A", "B", "C", "D" and "E") and the By-Laws of said Governor's Lake Association shall provide for the number of trustees to be elected and the number of trustees to be elected by each Unit Owners' Association of Parcels "A", "B", "C", "D" and "E" as aforesaid.

The Board of Managers of Governor's Landing Condominiums shall elect the Trustees to govern Governor's Lake Association in such number as shall be provided by the By-Laws of said Governor's Lake Association.

I. Regulation, Control and Maintenance of Interconnecting Roadways and Walkways. The Unit Owners' Association shall govern, regulate, control and maintain all interconnecting roadways and walkways in concert with all Owners' Associations of adjacent condominium properties, which properties are connected by said roadways and walkways.

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ARTICLE III

General Provisions as to Family Units  
and Common Areas and Facilities

A. Maintenance of Family Units

1. Family Unit Owner. The responsibility of each Family Unit Owner shall be as follows:

a. To maintain, repair and replace at his or her expense all portions of his or her Family Unit, and all internal installations of such Family Unit including but not limited to appliances, heating, plumbing, electrical and air conditioning fixtures or installations.

b. To maintain, repair and replace all external utilities including connections or parts thereof that are for the exclusive use of his or her Family Unit.

c. To maintain and repair all windows, doors, walls, floors, fences and fixtures therein which are part of his or her Family Unit. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of his or her Unit.

d. To perform his or her responsibilities in such manner as to not unreasonably to disturb other persons in the condominium.

e. Not to change the appearance of any portion of the building not within the walls of the Family Unit, by painting, decorating or otherwise, unless the prior written consent of the Unit Owners' Association is first obtained.

f. To promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which lies with the Association.

g. Not to make any alterations in the portions of the Family Unit or remove any portions thereof or to make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the

Managers of the Association nor shall any Family Unit owner impair any easement without first obtaining the written consents of the Association and of the owner or owners for whose benefit such easement exists.

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2. No Contractual Liability of Unit Owners Association.

a. Nothing herein contained, however, shall be construed so as to impose a contractual liability upon the Association for maintenance, repair and replacement, but the Association's liability shall be limited to damages resulting from negligences.

b. The Unit Owners' Association shall not be responsible for repairing, maintaining, or replacing any part of the family unit, its fixtures or appurtenances except as specifically set forth herein.

B. Repairs and Maintenance to Common Areas, Limited Common Areas and Facilities.

1. Each owner shall maintain, repair and replace at his or her own expense all portions of the Common Areas, Limited Common Areas and Facilities which may be damaged or destroyed by reason of his own or any occupant's act or neglect, or by the act or neglect of any invitee, licensee or guest of such owner or occupant.

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

D. Effect of Insurance or Construction Guarantees. Notwithstanding the fact that the Family Unit Association and/or any Family Unit owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of construction guarantee or insurance coverage shall not

excuse any delay by the Family Unit Association or any Family Unit owner in performing his or her obligation hereunder.

E. Easements.

1. Encroachments. In the event that by reason of the construction settlement or shifting of the building or by reason of the partial or total destruction and rebuilding of the building any part of the Common Area and Facilities presently encroaches or shall hereafter encroach upon any part of a Family Unit or any part of the Common Areas and Facilities or if by reason of the design or construction of any unit it shall be necessary or advantageous to an owner to use or occupy for formal uses and purposes any portion of the Common Areas and Facilities, consisting of unoccupied space within the building and adjoining his Family Unit or if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Family Unit presently encroaches or shall hereafter encroach upon any part of any Family Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such Family Unit and the Common Areas and Facilities as the case may be, so long as all or any part of the building containing such Family Unit remains standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Family Unit or in favor of the Common Areas and Facilities if such encroachment occurred due to the wilful conduct of such owner.

2. Maintenance Easements. The owner of each Family Unit shall be subject to an easement for access arising from the necessity of maintenance or operation of the entire building. The owner of each Family Unit shall have the permanent right and easement to and through the Common Areas and Facilities and walls for the use of water, sewer, power and other utilities now or hereafter existing in the common areas.

3. Easements for Certain Utilities. The Association may hereafter grant easements for utility purposes for the benefit of the Condominium Property including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment and electrical conduits and wires and cable television wires and equipment over, under, along and on any portion of the Common Areas, and Limited Common Areas and Facilities; and each Family Unit Owner hereby grants the Association its irrevocable power of attorney to execute, acknowledge and record for and in the name of each such Family Unit owner such instruments as may be necessary to effectuate the foregoing.

4. Easements Over Limited Common Areas. Each Family Unit owner will have an easement over the limited common area identified and specified for the use of his or her family unit for the purpose of laying, maintaining, operating, repairing and replacing any and all utility, sewer, water, cable television, or other lines or facilities identified, attached to or for the specific use of his family unit and the further right of all usage necessary and/or convenient for such use as aforesaid.

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

6. 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 shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered along with the unit.

F. Easements to The East Ohio Gas Company, The Ohio Bell Telephone Company and The Cleveland Electric Illuminating Company.

Osborne, the owner, developer, and declarant herein, hereby gives, grants, bargains, sells and conveys unto:

(a) The East Ohio Gas Company, its successors and assigns, the right to construct, relay, inspect, maintain, repair, operate, renew and remove gas lines and all necessary appurtenances thereto at such locations as are set forth in the grant of said easement, a copy of which is attached hereto as an exhibit, which easement shall be hereinafter filed in substantially the same form.

(b) The Ohio Bell Telephone Company, its successors and assigns, the right to construct, place, operate, maintain, repair, reconstruct and relocate such underground communication cables, ducts, conduits, surface or below ground mounted transformers and pedestals, concrete pads and other facilities as are deemed necessary or convenient by the Grantees for distributing and transmitting communication signals, for public and private use, at such locations as are set forth in the grant of said easement, a copy of which is attached hereto as an exhibit, which easement shall be hereinafter filed in substantially the same form.

(c) The Cleveland Electric Illuminating Company, its successors and assigns, the right to construct, place, operate, maintain, repair, reconstruct and relocate such underground electric cables, ducts, conduits, surface or below ground mounted transformers and pedestals, concrete pads and other facilities as are deemed necessary or convenient by the Grantees for distributing and transmitting electricity, for public and private use, at such locations as are set forth in the grant of said easement, a copy of which is attached hereto as an exhibit, which easement shall be hereinafter filed in substantially the same form.

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ARTICLE IV

A COVENANTS AND RESTRICTIONS  
AS TO USE, OCCUPANCY AND MAINTENANCE

Part 1 - General

The following covenants, restrictions, conditions and limitations as to use and occupancy which shall run with the land shall be binding upon each Family Unit owner, his or her heirs, executors, administrators, tenants, licensees, invitees and assigns.

A. Purpose of Property. No part of the Several Governor's Landing Condominium properties shall be used for other than housing and the common recreation, transportation and utility purposes for which the property was designed. Each Family Unit shall be used as a residence for a single family and for no other purpose. An owner may use a portion of his or her Family Unit for his or her private office or private studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other owner or occupant; and providing further that it does not involve the personal services of any Family Unit owner; and provided further that in no event shall any part of the property be used as a school or music studio.

Osborne is hereby specifically granted the right to use any unsold Family Units for any purpose it may deem necessary or convenient in the development, sale or management of the Several Governor's Landing Condominiums.

Nothing contained herein shall prohibit the use of recreational areas for day care schools, children's nurseries, or for such recreational education or other uses as the owner thereof may deem desirable.

B. Obstruction of Common Areas and Facilities. There shall be no obstruction of the Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities without the prior consent of the Association except as hereinafter expressly provided. Each Family Unit owner shall be obligated to maintain and keep in good order and repair his or her own Family Unit.

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C. Hazardous Uses and Waste. Nothing shall be done or kept in any Family Unit or in the Common Areas and Facilities which will increase the rate of insurance of the building, or contents thereof, applicable for residential use, without the prior written consent of the Association. No Family Unit Owner shall permit anything to be done or kept in his or her Family Unit or in the Common Areas and Facilities which will result in the cancellation of insurance on the building or contents thereof or which would be in violation of any law. No waste will be permitted in the Common Areas and Facilities.

D. Exterior Surfaces and Buildings. Family Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building and no sign, awning, shutter, or canopy shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Association other than those originally provided by the Grantor.

E. Animals and pets. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Family Unit or in the Common Areas and limited Common Areas and Facilities except that dogs, cats or other household pets may be kept in Family Units, subject to rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the premises upon the three (3) days written notice from the Board of Managers of the Association.

F. Nuisance. No noxious or offensive activity shall be carried on in any Family Unit or in the Common Areas and limited Common Areas and Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants.

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G. Laundry or Rubbish in Common Areas, Limited Common Areas and Facilities. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Areas, Limited Common Areas and Facilities. The Common Areas, Limited Common Areas and Facilities shall be kept free and clear of rubbish, debris and other unsightly materials.

H. Use of Common Areas and Facilities. There shall not be placed or parked any recreational implement, lawn furniture, vehicles, toys or other similar articles on any part of the common areas and facilities except in accordance with the rules and regulations therefore adopted by the Association.

I. Prohibited Activities. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise designated for profit, altruism, exploitation or otherwise shall be conducted, maintained or permitted on any part of the Condominium Property. The right is reserved by the Grantor, or its agent to place "For Sale" or "For Rent" signs on any unsold or unoccupied Family Units or on any part of the Common Area so long as grantor is the owner of any unsold Unit in the Several Victor Hugo's Landing Condominiums. In addition, the right is hereby give the Association or its representatives to place "For Sale" or "For Rent" signs on any Family Unit or on the Condominium Property, for the purpose of facilitating the disposal of Family Units by a Family Unit owner, mortgagee, or the Association.

J. Alterations of Common Areas and Facilities. Nothing shall be altered or constructed in or removed from the Common Areas and Facilities except as hereinafter provided and except upon the written consent of the Association.

K. Lease and Rental of Family Units. The respective Family Units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (1) rental for any period less than thirty (30) days, or (2) any rental if the occupants of the Family Units

are provided customary hotel service such as room service for food and beverage, maid service or laundry and linen and bellboy service. Other than the foregoing obligations the owners of the respective Family Units shall have the absolute right to lease the same provided that the said Lease is made subject to the covenants and restrictions in this Declaration and further subject to the By-Laws of the Association.

L. "For Sale" or "For Rent" Signs. Reasonable "For Sale" and "For Rent" signs shall be allowed subject to limitation but not exclusion by the Unit Owners Association.

M. Facilities in Limited Common Areas. A Unit owner may erect or construct facilities and amenities in the limited common areas designated for his or her Family Unit. All such facilities are subject to the approval of the Unit Owners' Association, their Board of Managers, or Trustees or such other person or persons so designated. Once approval has been given, all such facilities shall be under the complete control and responsibility of the Unit Owner or Owners subject however, to continuing rules and regulations as may be adopted by the Unit Owners' Association.

N. Garage Doors. Garage doors are to remain closed at all times except for ingress and egress on foot or in vehicles of the Unit Owner, his or her family, invitees or licensees.

O. Access for Painting and Repair. All Unit Owners shall have reasonable access to adjacent Limited Common Areas for purposes of painting, repairing, and/or maintaining his own Family Unit subject, however, to his or her obligation to return such adjacent Limited Common Area to its status prior to such use.

P. Storage of Vehicles. No campers, camper trailers, boats, canoes, boat trailers, snowmobiles, snowmobile trailers, trailers of any type, trail bikes, mini bikes, motorcycles or other recreational vehicles, including but not limited to trucks, vans, tow trucks or building equipment shall be placed, parked, maintained or stored, either temporarily or permanently in any driveways, limited common areas or common areas.

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Necessary trucks and building equipment may be placed, parked, maintained or stored during the period of construction of a unit or units or structures and facilities in the common areas and limited common areas or during the period of any necessary repair or maintenance of a unit or structures and facilities in the common areas and limited common areas. Delivery vehicles and moving and storage vehicles shall also be permitted for the servicing of Family Units, and structures and Facilities in the Common Areas and Limited Common Areas.

Q. No Combustibles between Units. The Limited Common areas between or adjacent to each Family Unit shall not be used for storage of any combustible materials.

ARTICLE IV

COVENANTS AND RESTRICTIONS  
AS TO USE, OCCUPANCY AND MAINTENANCE

Part 2

"Contract" Deed Restrictions

A. Preamble. The land above described, and by this Declaration submitted to condominium ownership in accordance with the provisions of Chapter 5311 O.R.C. (Phase I 2.162 ac.) together with additional property or expansion land (Parcel I 6.669 ac. and Parcel II 11.106 ac.) was on Oct. 15, 1974, rezoned for condominium use exclusively in accordance with the provision of the City of Mentor zoning ordinance No. 74-0-108 which, inter alia, provided as follows:

"Section 7. That the applicant (Declarant) shall prepare and file or cause to be prepared and filed, deed restrictions and covenants covering all the land herein described, which deed restrictions and covenants shall contain every section of this ordinance. Said deed restrictions and covenants shall be enforceable by the City of Mentor and others who may have an interest in the numerous premises described herein, be in a form acceptable to the Law Director of the City of Mentor, run with the land and be binding upon the land, the applicant, its successors and assigns."

"Section 8. All references to applicant herein shall mean and include its successors and assigns."

B. Applicable Portions of Ordinance No. 74-0-108. The foregoing ordinance in Section 6 thereof, incorporates by reference, certain exhibits identified as Exhibits "A" and "B" respectively identified as the "site plan" and "preliminary development plan" Section 6 provides as follows:

"Section 6. The land described as Parcels A, B, C, D and E and any structure or use thereon, shall each be created, constructed, built and used only in accordance with all of the sections of this ordinance and Exhibits "A" and "B" which are the "Site Plan" and "Preliminary Development Plan" of the applicant, the originals of which are on file in the office of the Director of Planning of the City of Mentor, and by this reference incorporated into and made a part of this ordinance."

The following restrictions, the requirement for which is imposed by the mandate of Ordinance No. 74-0-108, are applicable only to parcels identified as A and E (exclusively residential - condominium) in Ordinance No. 74-0-108.

Parcel A is identified in this Declaration as Parcel II (11.106 ac.) of the additional or expansion property.

Parcel E is identified in this Declaration as follows:

Phase I	2.162 ac.
Parcel I additional or expansion property	<u>6.669 ac.</u>
Total Parcel E	8.831 ac.

The restrictions hereinbelow imposed are only those which apply to Parcels A or E.

Those restrictions which apply exclusively to parcels B, C and D will be imposed by the owner in another document.

C. Initial Obligation to Erect, Construct, Create and Obtain Permits and Approvals for Facilities and Structures. The Declarant herein has the obligation to initially erect, construct and create all structures and facilities on and for the benefit of Parcels A and E as mandated by the requirements of Ordinance No. 74-0-108 and to obtain all necessary permits and approvals in connection therewith.

D. Continuing Obligation to Maintain, Repair, Replace and Rebuild Facilities and Structures. The individual units owners (including Declarant) through and by the Unit Owners' Association, shall have the continuing obligation to maintain, repair, replace and rebuild any facility or structure mandated by the requirements of Ordinance No. 74-0-108.

The cost of the same shall be deemed to be a common expense to be shared by all unit owners in accordance with the provisions set forth elsewhere in this Declaration and By-Laws.

E. Imposition of Deed Restrictions and Covenants. The Declarant hereby imposes the following restrictions and covenants on the land known as Parcels A and E and described above as Phase I and including the land described as Parcels I and II above as future or expansion property.

The following shall be deemed as restrictions and covenants and not as conditions and shall run with and be binding upon the land.

They shall be enforceable by proceedings at law or in equity by the Declarant and its successors in interest, any unit owner and his or her successors in interest, the Unit Owners' Association and its successors in interest and by the City of Mentor.

F. Entrances and Exits. That road entrances and exits, otherwise known as "curb cuts" from or to the land described as Parcels "A", and "E" shall be located as shown upon Exhibits "A" and "B" of Ordinance No. 74-0-108 and further limited as follows, to-wit:

- (a) The land described as Parcel "A" shall not have more than:
  - (1) One exit and one entrance to or from proposed extended S.R. 615 (aka Center Street) if said S.R. 615 is constructed in the location indicated on Exhibit "A".
  - (2) One exit and one entrance to or from proposed extended S.R. 283 (aka Hendricks Road) as the same are located on Exhibit "A".

(b) The land described as Parcel "E" shall not have more than:

- (1) Two entrances and two exits to or from Hopkins Road as indicated on Exhibit "A".
- (2) One entrance and one exit to or from a proposed drive between Ravine Circle and Fowler Drive as indicated on Exhibit "A".

G. Internal Roads - Parcels "A" and "E".

(a) That Declarant shall create, construct, provide and thereafter maintain all of those roads, drives and parking areas designated and shown on Exhibit "A" as the same pertains to Parcels "A" and "E" only.

(b) That the roads, drives and parking areas referred to in Section G (a) above and except as otherwise provided herein, shall consist of a minimum of five (5) inches of asphalt concrete placed over smoothly graded, compacted and well drained sub-base, which has been determined and approved by the City Engineer of Mentor to be adequate to support the pavement taking into consideration the uses to which it may be subjected. If rigid pavement is used for roads, drives or parking areas, it shall consist of a minimum of five (5) inches of steel-reinforced (or equal strength providing material) portland cement concrete placed over smoothly graded, compacted and well drained sub-base, which has been determined and approved by the City Engineer of Mentor to be adequate to support the pavement, taking into consideration the uses to which it may be subjected.

(c) That pavement curbs of the same material as the road pavement shall be installed in those places where the Planning Commission of Mentor, Ohio, designates, upon the recommendation of the City Engineer and Director of Planning, for the purpose of controlling vehicular traffic, protecting pedestrians, lawns and landscape from vehicular traffic or to direct storm or surface water run-off.

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(d) That all of the other sections herein to the contrary notwithstanding, the applicant shall construct, provide and thereafter maintain that portion of the road network designated and shown on Exhibit "A" as Fowler Circle as the same pertains to Parcel "E" only, in accordance with the Subdivision Regulations set forth in Chapter 152 of the City of Mentor Code of Ordinances as the same pertains to streets and utilities.

H. Sidewalks - Parcels "A" and "E".

(a) Declarant shall construct, provide and thereafter maintain sidewalks for pedestrian traffic along at least one side of any road or drive indicated on Exhibit "A" as the same pertains to parcels "A" and "E" only. Said sidewalk, if along a drive or neighborhood interconnector road, shall be a minimum of four (4) feet in width and of a minimum thickness determined and approved by the City Engineer of Mentor, taking into consideration the uses and which it may be subjected and the supporting quality or ability of the sub-base material.

(b) All other sidewalks on Parcels "A" and "E" and shown on Exhibit "A" shall not be less than three (3) feet in width and have a minimum thickness determined and approved by the City Engineer of Mentor taking into consideration the uses to which said sidewalks may be subjected and the supporting quality or ability of the sub-base material.

(c) The location of sidewalks on Parcels "A" and "E" shall substantially conform to the location of same on Exhibit "A".

(d) All of the sidewalks referred to herein shall be made of brick or concrete material designed and embossed to appear as brick.

I. Lake - Parcel "A".

(a) That Declarant shall create, construct and thereafter maintain in an orderly condition a body of water in the form of a lake as located on Exhibit "A".

(b) That this lake shall be constructed in accordance with accepted engineering practices and the plans and construction thereof shall be subject to and approved by all applicable laws, regulations or rules whether federal, state, county or municipal.



(c) That this lake shall be designed and constructed so as to provide the eventual owners or users of the lands herein described with a recreational facility wherein they may go boating or swimming. However, no motorized boat or water craft, except in the case of emergency rescue operations, shall be permitted on or in said lake.

(d) That in addition to the other design and construction criteria or standards set forth in this section, said lake shall be designed and constructed and thereafter maintained as a storm water retention area, as a part of the watershed tributary serving the land described as Parcels "A" and "B" and the surrounding watershed contributing to this watercourse.

(e) The applicant shall exercise extreme care during the construction of said lake to maintain and preserve the existing and mature healthy trees which consist of maple, oak and beech.

(f) The lake shall not be part of the Condominium Property but shall be owned by a non-profit corporation whose trustees shall be elected by the several Unit Owners' Associations who administer the property described in City of Mentor Ordinance No. 74-0-108.

J. Utilities - Parcels "A" and "E".

(a) That Declarant shall construct, provide and install underground or cause to be constructed, provided and installed underground, the following utility equipment to-wit:

- (1) Gas lines
- (2) Sanitary and storm sewer lines.
- (3) Water lines and pumping stations, if any.
- (4) Electrical lines and transformers.
- (5) Cable television lines.
- (6) Telephone lines.

(b) Where adequate surface-storm water drainage cannot be accommodated by reason of natural topography or grading alone, applicant shall construct, provide and maintain a supplementary drainage system or on-site retention method which shall be approved, prior to construction, by the City Engineer of Mentor.

(c) The Declarant shall locate and design all of the utility systems in such a manner and method so as to preserve the natural features of the land described herein, such as streams, rock outcroppings, topsoil, trees, shrubs, and the same shall be incorporated into and with the landscaping of said lands.

(d) The Declarant shall locate or cause to be located all fire hydrants, gas meters, electrical meters or transformer vaults, or other utility devices or equipment in such places on or under the land as shall be determined by the Planning Commission of Mentor based upon the recommendations of the City Engineer, Building Department Superintendent and Director of Planning of the City of Mentor.

K. Night Lighting - Parcels "A" and "E".

(a) That Declarant shall construct, provide and thereafter maintain or cause to be constructed, provided, and maintained, night lighting by electrical artificial illumination for all streets, roads, drives, parking areas, walkways and recreation areas.

(b) The lighting intensity shall be not less than .3 (3/10) foot candle for streets and roads between fixtures measured at pavement level; one-tenth (1/10) foot candle for driveways, parking areas, walkways and recreation areas. Sources of light for illumination shall be located or shielded so as not to cause illumination or glare which would be objectionable to nearby residential occupants. All lighting fixtures and poles shall be so designed or selected for installation as to be in keeping with the architectural character of the structures to be erected on the lands described herein and the contemplated uses thereof. All electrical supply to said lighting fixtures shall be underground.

(c) Prior to installation of such lighting fixtures, the applicant shall first obtain the approval of the Planning Commission as to their location, design and lighting intensity.

L. Signs - Parcels "A" and "E".

(a) That the number, location, type, size and design of all signs utilized for streets, roads, drives, parking areas, walkways, recreation areas, garages, residential buildings or building or occupant identification or other graphic symbols or means of identification located on the lands described herein shall be set forth on the final plans of the Declarant. Said plans shall be submitted to the Planning Commission of Mentor for approval of the number, location, type, size and design of said signs.

(b) Sections 150.090 through 150.109 of the Mentor Code of Ordinances shall constitute the minimum regulation regarding signs. However, the Planning Commission may place greater restrictions on the number, location, type, size and design of all signs so as to achieve a better aesthetic and environmental quality upon the land herein described.

(c) That no sign shall be erected unless first approved according to the terms of this section.

M. Condominium Ownership.

(a) That Declarant shall construct, provide and thereafter maintain or cause to be constructed, provided and maintained, multi-family residential dwellings and accessory structures on the land described herein as Parcels "A" and "E", all of which shall be established and owned under the Condominium Laws of the State of Ohio, as are now and hereafter in effect.

(b) That all of Parcels "A" and "E", buildings, structures or uses, shall by the Declarant be dedicated, declared, established, owned and thereafter maintained under and pursuant to the Condominium Laws of the State of Ohio as are now or hereafter in effect.

(c) That prior to the effective date of the rezoning of any of the land herein described or the issuance of any permits for the construction of any structure or facility including but not limited to, a lake, road, or utility system, the applicant shall submit all of those documents, plats or writings required to be filed with any governmental agency or department under the aforesaid Condominium Laws and previous to so

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filing them, to the Planning Commission of the City of Mentor.

(d) That the said documents, plats or writings shall be reviewed by the Director of Planning, City Engineer, Department of Building Superintendent and Law Director of the City of Mentor, to determine if the aforesaid material conforms and complies with restrictions and conditions of this ordinance. The officials herein shall advise the Planning Commission of their respective determinations and the Planning Commission shall, within a reasonable time, either approve, disapprove or require amendment of said material to comply with the restrictions and conditions set forth in this ordinance.

N. Harmonious Architectural Design - Parcels "A" and "E".

(a) All buildings, structures and uses, main or accessory, on the land described herein shall by the Declarant be designed and constructed so as to provide a distinctive environment of well designed buildings, walkways, trees and outdoor landscaping.

(b) The architectural design of all buildings, structures and uses herein shall incorporate, wherever possible, design in keeping with the style of architecture commonly referred to as "Western Reserve."

(c) Prior to the issuance of any permits to build any structure on the land herein described, the Declarant shall submit complete and final plans and drawings of same to the Architectural Board of Review of the City of Mentor for approval.

(d) The said Architectural Board of Review shall, within a reasonable time, after submission of said complete and final plans and drawings, approve same if they meet the criteria or standards set forth herein, otherwise, it shall disapprove said plans and drawings until same are amended to conform with said criteria and standards. No permit for construction shall be issued until said plans and drawings have been approved.

O. Residential Dwelling Unit Density. The residential dwelling unit density on the land described as Parcels "A" and "E" shall not exceed eight (8) such units per acre of said Parcels "A" and "E" respectively.

P. Minimum Living Open Space. Declarant shall provide and thereafter maintain a "minimum living open space" on each of the parcels of land herein described as Parcels "A" and "E". Minimum living open space is defined as that surface space, whether on land or water, which is not occupied by buildings, garages, roadways, driveways, or parking areas and shall be not less than 60% of the surface of each parcel herein described.

Q. Common Open Space. On each of the parcels of land herein described the Declarant shall design, provide and thereafter maintain at least forty percent (40%) of the minimum living open space defined herein as and for the common use and enjoyment of the future residents or owners of land in each of the aforesaid parcels.

R. Plans for Minimum and Common Open Spaces - Parcels "A" and "E". The Declarant shall submit, prior to the issuance of any permit for construction on any of the parcels herein, detailed final plans showing the exact location of the minimum and common open space, required herein, to the Planning Commission for approval, together with the deed restrictions required herein. The Planning Commission shall, within a reasonable time after submission, approve said plans and deed restrictions if same are in compliance with the terms of this ordinance and Exhibit "A", otherwise it shall disapprove same. No permit for construction shall be issued until said plans and restrictions are approved by the Planning Commission.

S. Maximum Space to be Occupied by Buildings on Each Parcel.

(a) On each of the parcels of land herein described, the maximum area of said parcel on which all buildings and structures thereon may occupy, are as follows, to-wit:

- (1) On land described as Parcel "A", fifteen percent (15%) of Parcel "A".
- (2) On land described as Parcel "E", twenty percent (20%) of Parcel "E".

T. Parking Facilities.

(a) On the land described as Parcels "A" and "E" herein, the Declarant will construct, provide and thereafter maintain resident and visitor parking spaces as follows:

- (1) One private garage as a minimum, defined as a fully enclosed parking space for each dwelling unit, and constructed on the lot or parcel of land occupied by the building in which the dwelling unit is situated. Such garage shall be provided at the same time as the dwelling unit.
- (2) One additional off-street automobile parking space shall be provided for each dwelling unit and located conveniently to and within a reasonable walking distance from the entrance to said dwelling unit.
- (3) Each parking space shall be not less than 200 square feet in area exclusive of driveways, walks, ramps or aisles.
- (4) In addition to the parking required in (1) and (2) of this section, a minimum of one (1) off-street visitor parking space shall be provided for each eight ( 8) dwelling units. These visitor parking areas shall be located conveniently to the dwelling units which are to be served thereby. These spaces shall be designated and maintained as visitor parking.
- (5) On the land described as Parcels "A" and "E" herein, no commercial vehicles shall be allowed to be parked overnight or stored thereon.

(b) On Parcels "A" and "E" described herein, the Declarant shall install, plant and thereafter maintain a minimum of one (1) tree, of at least three (3) inch caliper and approximately 15 feet in height, at the time of planting, for each five hundred (500) square feet of parking area. Said tree shall be planted and maintained throughout the parking area, so as to provide relief from and break up continuous paved surfaces and further to screen said parking areas from other uses on the land.

U. Solid Waste Storage. All solid waste such as garbage and rubbish generated within each building or structure, main or accessory, on the lands described herein shall be stored in approved containers, which shall be kept in enclosures designed for said purpose, or enclosed or encompassed within such wall, walls or screening, as may be approved by the Planning Commission, to provide adequate and appropriate and well designed screening of such solid waste storage from the residents or users of other uses which may be located near said place of solid waste storage. Either 30 gallon containers or two cubic yard commercial containers may be utilized and there shall be a minimum of one weekly pickup and disposal of such solid waste from the land herein described, provided that such pickup and disposal service is available.

ARTICLE V

Additions to Condominium Property and Further Reservation of  
Power of Attorney in Fact

Osborne contemplates constructing residential structures and other improvements on the 17.775 acres of land set forth on Pages 3, 4 and 5 above.

Osborne has the intention of submitting said parcels together with the buildings thereon and all easements, rights and appurtenances belonging thereto, and all articles of property existing for the common use of the Unit Owners to the provisions of this Declaration and Chapter 5311 of the Ohio Revised Code, so that the same will become in all respects part of the Condominium Property. Osborne Brothers Enterprises, Inc. hereby reserves the right at any time within a period of seven (7) years with extension as set forth in Section VI (D) hereafter, commencing on the date this Declaration is filed for record, that Osborne Brothers Enterprises, Inc. determines to take the action so contemplated (A) to submit any or all of the 17.775 acre parcels of land together with buildings thereon containing the Units as set forth in the Drawings, all easements, rights and appurtenances belonging thereto, and all articles of property existing for the common use of the Unit Owners to the provisions of this Declaration and Chapter 5311 of O.R.C. and (B) to amend this Declaration, in the manner provided in Article VI hereof, in such respects as it may deem advisable in order to effectuate such submission or submissions, including, without limiting the generality of the foregoing, the right to amend this Declaration so as (1) to include additional parcels and the improvements constructed thereon as part of the Condominium Property, (2) to include descriptions of buildings in this Declaration and to add drawings thereof to Exhibit A hereto attached and (3) to provide that the owners of Units in the Buildings will have an interest in the Common Areas and Facilities of the Condominium Property in the Several Governor's Landing Condominiums and (4) to amend Article I so as to establish the percentage of interest in the Common Areas and Facilities which the owners of all Units within the Buildings in the Several Governor's Landing Condominiums will have at the time of such amendment or amendments,

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which percentage shall be, with respect to each Unit, in the proportion that the fair market value of each Unit at the date said amendment is filed for record bears to the then aggregate value of all the Units within the Buildings on the Condominium Property, which determination shall be made by Osborne and shall be conclusive and binding upon all Unit Owners. Osborne on its own behalf as the owner of all Units, in the Condominium Property and on behalf of all subsequent Unit Owners, hereby consents and approves, and each Unit Owner by acceptance of a deed conveying such Ownership interest thereby consents to and approves, the provisions of this Article V, including the right in Osborne Brothers Enterprises, Inc. as Attorney in Fact to amend the percentage of ownership of common areas as aforesaid by and in the manner provided in Article VI hereof, and all such Unit Owners, upon request of Osborne Brothers Enterprises, Inc. shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Osborne Brothers Enterprises, Inc. to be necessary or proper to effectuate said provisions.

#### ARTICLE VI

##### Amendment of Declaration and Reservation of Right of Power of

##### Attorney in Fact

A. Each Unit Owner by acceptance of a deed conveying such Ownership interest hereby irrevocably appoints Osborne Brothers Enterprises, Inc., its successors and assigns, his or her attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option of the Attorney in the event that Osborne Brothers Enterprises, Inc. exercises the rights reserved in Article V hereof, to add to the Condominium Property as therein provided to execute, acknowledge and record for and in the name of such Unit Owner an amendment or amendments of this Declaration for such purpose, a consent to such amendment or amendments.

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B. Amendment by 75%. This Declaration may be amended upon the filing for record with the Recorder of Lake County of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by Unit Owners representing no less than seventy-five percent (75%) of the aggregate interest in the Common Areas and Facilities as set forth in Article V or in the case of an amendment for the purpose of adding to the Condominium Property pursuant to Article V hereof by Osborne Brothers Enterprises, Inc. acting as Attorney-in-Fact for the Unit Owners as above provided.

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C. Reservation of the Declarant's Option to Expand the Condominium. It is specified herein that no unit owner or group of unit owners will have any power of limitation on the owners' or declarant's power to expand this Governor's Landing Condominium Phase I to the full extent of the land described in Pages 3,4& 5 as the Several Governor's Landing Condominiums. There are no limitations on the Declarant's option to expand and no consent of any unit owner is required.

D. Declarant must exercise its right of expansion within seven years from the date the Declaration is filed for record, renewable for an additional seven year period at the option of the developer, exercisable within six months prior to the expiration of the seven year period and with the consent of the majority of the unit owners other than the developer upon which the option to expand the condominium property will expire, together with a statement of any circumstances that will terminate the option prior to the expiration of the time limit.

E. There is no obligation on the Declarant to add any particular portion of the additional property set forth herein and there is no time limitation as to when such additional property will be added except for the seven year limitation set forth above.

F. Further there is no limitation or obligation on Declarant as to the location of improvements on any added or additional condominium property.

G. The maximum number of units to be allowed for any additional property to be added as provided for herein shall be seventy-six (76) units.

H. All units that are erected or created by the additional property added hereto as well as the units in this condominium shall be residential units only.

I. Any structures erected on any part of additional parcels added to this property need not be compatible in any way with the units built on this condominium property in terms of quality of construction or architectural style except that they shall be in keeping with the style of architecture commonly referred to as Western Reserve.

J. No improvements on additional condominiums need be made and there are no restrictions or limitations on improvements made.

K. Units created on any part of additional property added to the condominium need not be substantially identical to units previously erected nor is there any limitation to the type of units that may be created on the additional property.

L. The Declarant reserves the right in accordance with the Power of Attorney reserved in Article V to create limited common areas and facilities within any and all parts of the additional property added and the described limited common areas and facilities in each portion that may subsequently be designated as limited common areas and facilities.

M. In accordance with Exhibit C attached hereto and made a part hereof, those future limited common areas and facilities and common areas and facilities will be similar in types, sizes and numbers of areas of such areas and facilities in general proportion to those set forth in this condominium but granting and reserving a broad right of variation in this Declarant in accordance with what it deems necessary and/or convenient in the matter.

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ARTICLE VII

Obligations of Declarant under Section 5311.25 O.R.C.

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No developer or agent directly or indirectly shall sell or offer to sell a condominium ownership interest in a condominium development unless the condominium instruments pertaining to the development, the developer or his agents provide that:

(A) Any deposit or down payment made in connection with the sale will be held in trust or escrow until delivered at settlement or returned to or otherwise credited to the purchaser, or forfeited to the developer, and that if a deposit or down payment of two thousand dollars or more is held for more than ninety days, interest at the rate of at least four percent per annum for any period exceeding ninety days shall be credited to the purchaser at settlement or upon return or other credit made to the purchaser, or added to any forfeiture to the developer;

(B) Except in his capacity as a unit owner of unsold condominium ownership interests, the developer or agent will not retain a property interest in any of the common areas and facilities after control of the condominium development is assumed by the unit owners association except that the developer does retain the right of ingress and egress, from and to the common areas and facilities for the prospective unit owners in the additional property;

(C) The owners of condominium ownership interests that have been sold by the developer or his agent will assume control of the common areas and facilities and of the unit owners association as prescribed in Division (C) of Section 5311.08 of the Revised Code;

(D) Neither the unit owners association nor the unit owners will be subject to any management contract or agreement executed prior to the assumption of control required by division (C) of this section for more than one year subsequent to that assumption of control unless such a contract or agreement is renewed by a vote of the unit owners pursuant to the bylaws required by Section 5311.08 of the Revised Code;

(E) Except as provided in Division (E) (4) of this section, the developer has furnished a two-year warranty covering the full cost of labor and materials for any repair or replacement of roof and structural components, and mechanical, electrical, plumbing, and common service elements serving the condominium property or additional property as a whole, occasioned or necessitated by a defect in material or workmanship and a one-year warranty covering the full cost of labor and materials for any repair or replacement of structural, mechanical, and other elements pertaining to each unit, occasioned or necessitated by a defect in material or workmanship commencing as follows:

(1) The two-year warranty shall commence for property submitted by the original declaration on the date the deed or other evidence of ownership is filed for record following the sale of the first condominium ownership interest in the property, and for any additional property submitted by amendment to the declaration, on the date the deed or other evidence of ownership is filed for record following the sale of the first condominium ownership interest in the additional property; in either case to a purchaser in good faith for value.

(2) The one-year warranty shall commence on the date the deed or other evidence of ownership is filed for record following the first sale of a condominium ownership interest to a purchaser in good faith for value.

(3) In the case of ranges, refrigerators, washing machines, clothes dryers, hot water heaters, and other similar appliances, installed and furnished as part of the unit by the developer, the developer hereby assigns the express and implied warranty of the manufacturer and the developer's warranty under this division is limited to the installation of the appliances.

(4) All warranties made to the developer that exceed time periods specified in this division with respect to any part of the units or the common areas and facilities shall be assigned to the purchaser.

(F) The developer assumes the rights and obligations of a unit owner in his capacity as owner of condominium ownership interests not yet sold, including, without limitation, the obligation to pay common expenses attaching to such interests, from the date the declaration is filed for record.

Deposits and down payments held in trust or escrow pursuant to division (A) of this section shall not be subject to attachment by creditors of the developer or a purchaser.

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#### ARTICLE VIII

##### Assessments

A. General. Assessments for the maintenance, repair and insurance of the Family Units, together with the payment of the common expenses shall be made in the manner provided herein, and in the manner provided in the By-Laws.

B. Division of Common Profits and Common Expenses. The proportionate shares of the separate owners of the respective Family Units in the common profits and the common expenses of the common areas of Condominium Property is based upon the proportionate estimated fair market value that each of the Family Units bears to the aggregate fair market value of all of the Family Units.

Such proportionate share of profits and expenses of each Family Unit owner shall be in accordance with the percentages set forth for each unit in the condominium in Article I, Section B, hereof. It is further stipulated that the common profits and common expenses of operation, maintenance and repair of common areas of each of the Several Governor's Landing Condominiums shall be deemed common profits and expenses of all of the Governor's Landing Condominiums and shall be distributed and assessed against each and all units in the proportion each unit bears to the fair market value of all the Several Governor's Landing Condominiums.

Common profits and common expenses of the recreational areas and facilities shall be assessed equally for each unit in the Several Governor's Landing Condominiums.

C. Non-Use of Facilities. No owner of a Family Unit may exempt himself or herself from liability for his or her contribution toward the common expenses by waiver of the use or enjoyment of any of the

Common Areas and Facilities or by the abandonment of his Family Unit.

D. Lien of Association. The Association shall have a lien upon the estate or interest in any Family Unit of the owner thereof and its percentage of interest in the Common Areas and Facilities for the payment of the portion of the Common Expenses chargeable against such Family Unit which remain unpaid for ten (10) days after the same have become due and payable from the time a certificate therefor, subscribed by the President of the Association, is filed for record with the Recorder of Lake County, Ohio, pursuant to authorization given by the Board of Managers of the Association. Such certificate shall contain a description of the Family Unit, the name or names of the record owner or owners thereof and the amount of such unpaid portion of the common expenses. Such lien shall remain valid for a period of five years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a court in an action brought to discharge such lien as hereinafter provided.

E. Priority of Association's Lien. The lien provided for in Section D of this Article VIII shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages which have been filed for record and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association. In any such foreclosure action the owner or owners of the Family Unit affected shall be required to pay a reasonable rental for such Family Unit during the pendency of such action, and the plaintiff in such action is entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become a purchaser at the foreclosure sale.

F. Dispute as to Common Expenses. Any Family Unit owner who believes that the portion of the common expenses chargeable to his or her Family Unit, for which a certificate of lien has been filed by the Association, has been improperly charged against him or his or her Family Unit may bring an action in the Court of Common Pleas for Lake County, Ohio, for the discharge of such lien.

G. Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses. Where the holder of a first mortgage of record or other purchaser of a Family Unit acquires title to the Family Unit as a result of foreclosure of such first mortgage, such acquirer of title, his or her successors and assigns, shall not be liable for the share of the common expenses or other assessments to the Association chargeable to such Family Unit which became due prior to the acquisition of title to such Family Unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Family Units, including that of such acquirer, his or her successors or assigns.

H. Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Family Unit, the grantee of the Family Unit shall be jointly and severally liable with the grantor and his or her Family Unit for his or her share of common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the Grantee therefor. However, any such grantee shall be entitled to a statement from the Board of Managers of the Association setting forth the amount of all unpaid assessments against the grantor due the association and such grantee shall not be liable for, nor shall the Family Unit conveyed be subject to a lien for any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement.



ARTICLE IX

Insurance

A. All Risk Insurance. The Association shall obtain for the benefit of all unit owners, their tenants, and all persons lawfully in possession or control of any part of the condominium property for such amount as it determines against liability for personal injury or property damage arising from or relating to the common areas and limited common areas and facilities and shall also obtain for the benefit of all unit owners, fire and extended coverage insurance on all buildings and structures of the condominium property for the full insurable value thereof. The cost of such insurance shall be a common expense. Such insurance shall be written in the name of the Association as Trustee for each unit owner, provided however, that Shaker Savings Association shall be further named on said insurance policy as a loss payee on any insurance claim for damages in excess of \$25,000.00. On all claims for damages in excess of \$25,000.00, the proceeds thereof shall be payable to Shaker Savings Association and the Association as Trustee for each unit owner in accordance with the percentage of ownership in the Common Areas and Facilities set forth in Section B of Article I herein. On all claims for damages in an amount less than \$25,000.00, the proceeds thereof shall be payable directly to the Association as Trustee for each of the unit owners in accordance with the percentage of ownership in the Common Areas and Facilities set forth in Section B of Article I herein. When the damage is to a common area and facility all proceeds of any insurance shall be used the full extent practicable in the repairing of the common areas and facilities prior to such distribution. In the case of proceeds of insurance for damage to any limited common area and facility, such proceeds shall be used to the extent practicable for the repair of such limited common area and facility and any balance will be divided equally and on a pro-rata basis to the owners entitled to the usage of such limited common areas and facilities. In the case of damage to a single family unit or to several family units, such proceeds of insurance will be used to the full extent practicable for the full restoration of said unit or units and any balance remaining shall be distributed to the owner of the family unit or divided between two or more family units on the basis of the damage assessed or awarded by the insurance company, less the amount used in the repair of any single family unit.

B. Insurance for contents, etc. Insurance by the Association shall be without prejudice to the right of the owner of a Family Unit to obtain individual coverage for his or her family unit, contents and/or chattel property insurance.

C. Loss Payable to Mortgagee. Such policy or policies of insurance may contain an endorsement recognizing the interest of any mortgagee or mortgagees of any Family Unit.

D. Assessment of Cost. Any fire, extended coverage and liability insurance policies covering all family units, limited common areas, common areas and recreational areas and the owners thereof acquired by the Association will be a common expense and assessed against the owners in accordance with the protection thereof.

E. Public Liability Insurance. The Association shall insure itself, the Board of Managers, all Family Unit owners and members of their respective families and other persons residing with them in the Condominium Property including family units, limited common areas and common areas, their tenants and all persons lawfully in possession or control of any part of the Condominium Property, against liability for bodily injury or death and for injury to or destruction of property occurring upon, in or about or arising from the Common Areas and Facilities and Limited Common Areas; such insurance to afford protection to a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) with respect to bodily injury or death suffered by any one person and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one occurrence and to the limit of not less than Two Hundred Thousand Dollars (\$200,000.00) in respect to damage to or destruction of property arising out of any one accident. Insurance premiums for the policies referred to herein shall be a common expense.

#### ARTICLE X

##### Damage or Destruction and

##### Restoration of Buildings

A. Sufficient Insurance. In the event the improvements forming a part of the Condominium Property or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the

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Proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Association in payment thereof; provided, however, that in the event within thirty (30) days after such damage or destruction, the Family Unit owners, if they are entitled to do so pursuant to Section C of this Article X shall elect to sell the Condominium Property or to withdraw the same from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken.

B. Insufficient Insurance. In the event the improvements forming a part of the Condominium Property or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against or if insured against and the insurance proceeds shall not be sufficient to pay the cost of repair, restoration or reconstruction, then unless the Family Unit Owners shall within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to Section C of this Article X elect to withdraw the property from the provisions of this Declaration, such repair, reconstruction or restoration of the Family Units so damaged or destroyed shall be undertaken by the Association at the expense of the owners of the Family Units so damaged or destroyed in the same proportions which the cost of repair, restoration or reconstruction of each such Family Unit so damaged or destroyed bears to the total cost of repair, restoration or reconstruction for all such Family Units and such repair and restoration of all or any part of the Common Areas, Limited Common Areas and Facilities shall be undertaken by the Association at the expense of all the owners of Family Units in the same proportions in which they shall own the Common Areas and Facilities. Should any Family Unit owner refuse or fail, after reasonable notice, to pay his or her share of such cost in excess of available insurance proceeds, the amount

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thereof may be advanced by the Association and the amount so advanced by the Association shall be assessed to such owner and such assessment shall have the same force and effect and if not paid may be enforced in the same manner as hereinbefore provided for the non-payment of assessments.

C. Non-Restoration of Damage or Destruction. In the event of substantial damage or destruction of seventy (70%) percent or more of the Family Units, the Family Unit Owners by the affirmative vote or those entitled to exercise not less than seventy-five (75%) percent of the voting power may elect not to repair or restore such damage or destruction. Upon such election all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Family Owner. In the event of any such sale or a sale of the Condominium Property after such election by agreement of all Family Unit owners, the net proceeds of the sale together with the net proceeds of insurance if any, and any other indemnity arising because of such damage or destruction shall be considered as one fund and shall be distributed to all Family Unit owners in proportion to their respective percentages of interest in the Common Areas and Facilities. No Family Unit owner, however, shall receive any portion of his or her share of such proceeds until all liens and encumbrances of his or her Family Unit have been paid, released or discharged.

ARTICLE XI

Rehabilitation and Subsequent Improvements

Rehabilitation of Existing Buildings, Structures and

Other Improvements

The Association may, by the affirmative vote of Family Unit owners entitled to exercise not less than seventy-five (75%) percent of the voting power, determine that the Condominium Property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board of Managers of the Association shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense. Any Family Unit owner who does not vote for such renewal and

rehabilitation may elect in a writing served by him or her on the President of the Association within five (5) days after receiving notice of such vote to receive the fair market value of his or her Family Unit, less the amount of any liens and encumbrances thereon as of the date such vote is taken in return for a conveyance of his or her Family Unit subject to such liens and encumbrances, to the President of the Association as Trustee for all other Family Unit Owners. In the event of such election, such conveyance and payment of the consideration therefor, which shall be a common expense to the Family Unit owners who have not so elected shall be made within ten (10) days thereafter, and if such owners and a majority of the Board of Managers of the Association cannot agree upon the fair market value of such Family Unit, such determination shall be made by the majority vote of three appraisers, one of whom shall be appointed by such Family Unit owner, one of whom shall be appointed by the Board of Managers and the third of whom shall be appointed by the first two appraisers.

Notwithstanding the aforesaid, repairs of roofs, carpeting, common area floor covering, laundry equipment, hot water tanks and any other item in the common area or Limited Common Areas subject to normal replacement and repair within a thirty year period shall be repaired or replaced by the Board of Managers and the cost shared as a common expense.

#### ARTICLE XII

##### Removal From Condominium Ownership

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

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filed with the Recorder of Lake County, Ohio and by him recorded. Such certificate shall be signed by the President of the Board of Managers of the Association who shall certify therein under oath that all liens and encumbrances except taxes and assessments not then due and payable upon all or any part of the Common Areas and Limited Common Areas and Facilities have been paid, released or discharged and shall also be signed by the Family Unit owners, each of whom shall certify therein under oath that all such liens and encumbrances on his Family Unit or Family Units have been paid, released or discharged.

#### ARTICLE XIII

##### Amendment of Declaration and By Laws

This Declaration and the By-Laws attached may be amended upon the filing for record with the Recorder of Lake County, of an instrument or instruments in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument or instruments shall have been fully executed by the Family Unit owners entitled to exercise at least seventy-five (75%) percent of the voting power of the Association. Such amendment must be executed with the same formalities as this instrument and must refer to the Volume and Page in which this instrument and its attached exhibits are recorded and must contain an affidavit by the President of the Association that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Family Unit ownership. No amendment shall have any effect, however, upon a bona fide first mortgagee until the written consent to such amendment of such mortgagee has been secured. Such consents shall be retained by the Secretary of the Association and his or her certification in the instrument of amendment as to the names of the consenting and non-consenting mortgagees of the various Family Units shall be sufficient for reliance by the general public. If less than all mortgagees consent to an amend-

ment of the Declaration and/or the By-Laws attached to Governor's Landing Condominium Phase I said amendment or modification shall nevertheless be valid among the Family Unit owners, as between themselves and their consenting mortgagees provided that the rights of a non-consenting mortgagee shall not be derogated thereby. No provision in this Declaration or By-Laws attached to Governor's Landing Condominium Phase I may be changed, modified or rescinded, however, which after such change, modification or rescission would conflict with the provisions of Chapter 5311, Ohio Revised Code, nor may any amendment be made to the percentage interest set forth in Section B of Article I except as herein provided.

#### ARTICLE XIV

##### Remedies for Breach of Covenants and Regulations

A. Abatement and Enjoinment. The violation of any restriction or conditions or regulations adopted by the Board of Managers of the Association or the breach of any covenant or provision contained in this Declaration or in the By-Laws of the Association attached to Governor's Landing Condominium Phase I or as hereafter amended, shall give the Board of Managers the right, in addition to the rights hereinafter set forth in this article (i) to enter upon the land or Family Unit or portion thereof or Limited Common area upon which or as to which such violation or breach exists and to summarily abate and remove at the expense of the defaulting owner any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration and the By-Laws of the Association and the Board of Managers or its agents shall not be thereby deemed guilty in any manner of trespass or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

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B. Involuntary Sale. If any owner (either by his own conduct or by the conduct or any other occupant of his or her Family Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or of the By-Laws of the Association attached to Victor Hugo's Landing Condominium Phase I or the regulations adopted by the Board of Managers or such conduct or violation shall occur repeatedly during any 30 day period after written demand from the Board of Managers to cure such violation, then the Board of Managers shall have the power to issue to the defaulting owner, a 10-day notice in writing to terminate the rights of the said defaulting owner to continue as an owner and to continue to occupy, use or control his or her unit and thereupon an action in equity may be brought by the Board of Managers against the default owner or owners for a decree of mandatory injunction against the owner or occupant; subject to the prior consent in writing of any mortgagee having a security interest in the unit ownership of the defaulting owner, which consent shall not be unreasonably withheld, in the alternative a decree declaring the termination of the defaulting owner's right to occupy, use or control the Family Unit owned by him or her on account of the breach of covenant, and ordering that all the right, title and interest of the owner in the property shall be sold (subject to the lien of an existing mortgage) at a judicial sale upon such notice and terms as the court shall establish: except that the court shall enjoin and restrain the defaulting owner from reacquiring his or her interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge reasonable attorney's fees, and all other expenses of the proceedings and all such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens shall be paid to the owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Family Unit ownership and to immediate possession of the Family Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession. It shall be a condition of any such sale, and the decree shall so provide that the purchaser shall take the interest



in the property sold subject to this Declaration and By-Laws attached hereto.

ARTICLE XV

Ownership of Recreational Areas and Facilities

It is intended that all recreational areas and facilities in connection with the several Governor's Landing Condominiums except the lake located on Parcel "A" as described in City of Mentor Ordinance No. 74-0-108, will become part of the common area of the several Governor's Landing Condominiums and will be owned by the unit owners as their proportionate percentage ownership of the common areas as set forth herein and as amended by subsequent percentage ownership of common areas as set forth in subsequent Governor's Landing Condominiums and as amended by the power of attorney set forth in Article V and VI herein.

It is specifically understood that future recreational areas may be placed in any part of any future or existing common areas. The placement, creation and erection of such recreational areas shall be completely at the option of the Declarant until such time as all of the Several Governor's Landing Condominiums are developed and submitted to Section 5311 of the Ohio Revised Code, the expiration of the seven year limitation as set forth herein or the extension thereof as set forth herein, whichever of the above should first occur.

ARTICLE XVI

The Balance of the Several Governor's Landing  
Condominiums

A. General. Notwithstanding any other provision of this Declaration, Osborne retains the right to develop all remaining land in The Several Governor's Landing Condominiums as rental apartment units or otherwise.

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B. Right of Withdrawal. Notwithstanding any other provision of this Declaration, Osborne retains the right to withdraw any portion of the land in The Several Governor's Landing Condominiums not included in this Governor's Landing Condominium Phase I ( set forth on Pages 2 & 3 hereof) and develop said land independently of this condominium. Said withdrawal may be made by giving notice in writing to a member of the Board of Managers of the Association and by filing a copy of said notice with the Recorder of Lake County. Said notice will contain a metes and bounds description of the land so as to be withdrawn and a notice of intent as to use of recreational areas.

C. Right of Use of Recreational Areas by Withdrawn Land. Osborne retains the right of use or non-use of recreational areas including the lake located on Parcel "A" as described in City of Mentor Ordinance No. 74-0-108, on behalf of any owner of any family unit, apartment, unit or other unit on any land in The Several Governor's Landing Condominiums, even though said land is withdrawn from The Several Governor's Landing Condominiums as set forth above. It is provided further that use or non-use of said recreational areas by the owner of land so withdrawn from the Several Governor's Landing Condominiums must be on an entire building basis and an entire year basis. Further, property once withdrawn may not rejoin the use of the said recreational facilities without the agreement of the owner of the recreational areas.

#### ARTICLE XVII

##### Miscellaneous Provisions

A. Each grantee of the Grantor, by the acceptance of a deed of conveyance accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such owner in like manner as

though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

B. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

C. The invalidity of any covenant, restrictions, conditions, limitations or any other provisions of this Declaration or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

D. If any of the privileges, covenants, rights or conditions created by this Declaration shall be unlawful or void for violations of (a) the rule against perpetuities or some analogous statutory provision (b) the rules restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then and in that event it is intended hereby that it shall be considered to extend for such time and to such extent as is then allowable under such provision as to (a) above shall continue only until twenty-one years after the death of the survivor of the now living descendants of James Rhodes, the Governor of the State of Ohio.

E. That so long as said Grantor, its successors and assigns own one or more of the family units established and described herein, said Grantor, its successors and assigns shall be subject to the provisions of this Declaration and of Exhibits A and B attached and said Grantor covenants to take no action which will adversely affect the rights of the Association with respect to assurances against latent defects in the property or other right assigned to the Association by reason of the establishment of the Condominium.

F. Neither Grantor nor its successors and assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration or the By-Laws attached hereto as Exhibit B

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

G. The heading to each article and to each section hereof are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Declaration nor in any way affect this Declaration.

H. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class Condominium development.

IN WITNESS WHEREOF, the said Osborne Brothers Enterprises, Inc. has executed this instrument this 22<sup>ND</sup> day of OCTOBER, 1980.

Signed in the presence of:

George Laker  
Walter S. Abley

OSBORNE BROTHERS ENTERPRISES, INC.

by [Signature]  
Jerome T. Osborne, Jr., its president

by Nauman Stone

STATE OF OHIO            )  
                                  ) SS.  
COUNTY OF LAKE        )

Before me, a Notary Public in and for said County and State, personally appeared the above named Osborne Brothers Enterprises, Inc., an Ohio corporation, by Jerome T. Osborne, Jr., its president and MAUREEN OSBORNE, its SECRETARY, known to me to be the persons whose names are subscribed to the within instrument, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them individually and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at MENTOR, Ohio, this 22<sup>nd</sup> day of OCTOBER, 1980.



DAVID A. VITAZ  
Notary Public  
DAVID A. VITAZ, Notary Public  
Lake, Cuyahoga, Ohio  
My Commission Expires March 25, 1982

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SUBMISSION OF MORTGAGE

The undersigned is mortgagee of premises described in the within Declaration of Condominium Ownership by virtue of Mortgage Deeds executed by Osborne Brothers Enterprises, Inc., dated Nov. 29, 1979 and recorded Dec. 7, 1979 in the Mortgage Records of the Recorder of Lake County, Ohio in Volume 1049, page 1069, and mortgage dated Nov. 29, 1979, and recorded Dec. 7, 1979 in the Mortgage Records of the Recorder of Lake County, Ohio in Volume 1049, Page 1083.

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The undersigned hereby submits its Mortgages to this Declaration and the By-Laws and Drawings attached thereto and to the provisions of Chapter 5311, Ohio Revised Code.

In the presence of:

Susan McInnes  
Susan McInnes

THE OHIO SAVINGS ASSOCIATION Formerly known as  
THE SHAKER SAVINGS ASSOCIATION  
By Frank J. Klaus  
Frank J. Klaus, Assistant Vice President

Rosa Kostel  
Rosa Kostel

By Linda L. Redmond  
Linda L. Redmond, Assistant Vice President

State of Ohio

County of Cuyahoga ss.

Before me, a notary public in and for said County and State, personally appeared the above named Shaker Savings Association, by Frank J. Klaus, its Assistant Vice President and Linda L. Redmond, its Assistant Vice President, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Cleveland, Ohio, this 17th day of October, 1980.

Susan McInnes  
Notary Public

SUSAN McINNES, Notary Public  
State of Ohio, Cuyahoga County  
My commission expires April 23, 1984

SUBMISSION OF MORTGAGE

The undersigned is mortgagee of premises described in the within Declaration of Condominium Ownership by virtue of Mortgage Deed executed by Osborne Brothers Enterprises, Inc., dated June 26, 1979 and recorded Aug. 28, 1979 in the Mortgage Records of the Recorder of Lake County, Ohio in Volume 1041, page 555.

The undersigned hereby submits its Mortgage to this Declaration and the By-Laws and Drawings attached thereto and to the provisions of Chapter 5311, Ohio Revised Code.

In the presence of: 615 HOPKINS, INC.  
Howard J. Henrich BY Victor Hugo Bouse, Sec.  
Eugene K. Miller Hudson D. Fowler, Pres.

State of Ohio  
County of LAKE ss.

Before me, a notary public in and for said County and State, personally appeared the above named 615 Hopkins, Inc., by Hudson D. Fowler Jr., its PRESIDENT and Victor Hugo Bouse, its SECRETARY, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at WATER OHIO, this 22<sup>nd</sup> day of OCTOBER, 1980.

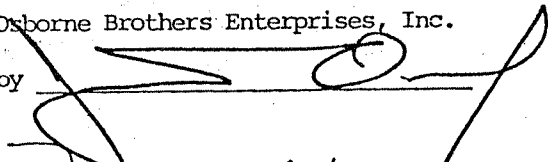
DAVID A. VITAZ  
Notary Public  
DAVID A. VITAZ, Notary Public  
Lake, Cuyahoga, Ohio  
My Commission Expires March 25, 1982

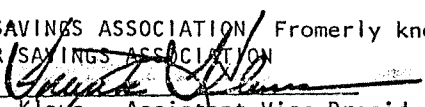
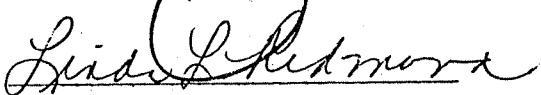
This instrument prepared by:  
Melvyn E. Resnick and  
Gordon M. Harrell  
Attorneys at Law

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During the period of time in which Shaker Savings Association continues to hold a mortgage on the condominium property which forms a part of this Declaration, Osborne Brothers Enterprises, Inc., does further agree that it will not expand the condominium project contemplated within this Declaration without first obtaining the written consent of Shaker Savings Association, which consent shall not be unreasonably withheld.

Osborne Brothers Enterprises, Inc.  
by   
by Bruce Osborne

THE OHIO SAVINGS ASSOCIATION / Formerly known as  
THE SHAKER SAVINGS ASSOCIATION  
by   
Frank J. Klays, Assistant Vice President  
by   
Linda L. Redmond, Assistant Vice President



THE OHIO BELL TELEPHONE COMPANY

Blanket Easement

In consideration of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) and other good and valuable considerations, receipt whereof is hereby acknowledged, \_\_\_\_\_ hereby grant unto the OHIO BELL TELEPHONE COMPANY, its successors and assigns, (hereinafter called the Company) a perpetual right of way and easement to install, construct, reconstruct, operate, maintain, repair, supplement and remove, at any time or times hereafter, its underground communication systems, together with all such communication facilities, including conduits, manholes, cables, wires, fixtures and appurtenances, as it may from time to time require or deem proper therefor, in, under and upon a strip of land \_\_\_\_\_ feet wide across the property and/or along the highway adjoining the property which \_\_\_\_\_ own, or in which \_\_\_\_\_ have an interest, situated in the \_\_\_\_\_, County of \_\_\_\_\_, State of Ohio, known as

and being the same premises of record in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, of \_\_\_\_\_ County Records.

Said underground communication systems shall be constructed according to the following course: THEY SHALL OCCUPY ANY PART OF LAND SHOWN ON EXHIBIT "A" ATTACHED HERETO AND MADE PART HEREOF, WITH THE RIGHT IN THE FUTURE THE OHIO BELL TELEPHONE COMPANY CAN EXTEND UNDERGROUND TELEPHONE FACILITIES WHEREVER NEEDED UPON THE REQUEST OF THE GRANTOR FOR ADDITIONAL TELEPHONE SERVICE. THE CENTER LINE OF SAID STRIP SHALL BE THE SAME AS THE LOCATION OF CABLE AS IT IS INITIALLY PLACED BY THE OHIO BELL TELEPHONE COMPANY.

Said grant includes the right, at all times, of ingress to and egress from said strip, the right to use the premises parallel to and adjoining the boundaries of said strip for the operation of apparatus, appliances and equipment for any of the purposes herein specified, the right to clear said strip upon land of the undersigned, and the right to carry in said underground communication systems the communication facilities the company deems proper. The company shall promptly compensate the undersigned for all damage caused by any of the operations which the company is herein granted the right to perform. The company, at its expense, shall restore all disturbed areas to as reasonable a condition as possible to the condition prior to any construction.

The company shall indemnify and save harmless the owners of said property from all damages to said property by reason of any negligence in the construction of, and maintenance of said equipment upon said premises.

The undersigned may use the surface of said strip provided such use does not interfere with the Company's use of said easement.

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CONDOMINIUM PLAT

U N D E R G R O U N D    E A S E M E N T

\_\_\_\_\_ the owners  
of the within platted land, do hereby grant unto THE CLEVELAND ELECTRIC  
ILLUMINATING COMPANY and THE OHIO BELL TELEPHONE COMPANY, both Ohio  
Corporations, their successors and assigns, (hereinafter referred to  
as the Grantees) a permanent right of way and easement ten (10) feet in  
width under, over and through all lands shown hereon and parallel  
with and contiguous to all street lines to construct, place, operate,  
maintain, repair, reconstruct and relocate such underground electric  
and communications cables, ducts, conduits, surface or below ground  
mounted transformers and pedestals, concrete pads and other facilities  
as are deemed necessary or convenient by the Grantees for distributing  
and transmitting electricity and communication signals, for public and  
private use at such locations as Grantees may determine, upon, within  
and across the easement premises. Said easement rights shall include  
the right, without liability therefore, to remove trees and landscaping  
including lawns, within and without said easement premises which may  
interfere with the installation, maintenance, repair or operation of  
said electric and communication facilities, the right to install, repair,  
augment and maintain service cables outside the above described easement  
premises, and with the right of access, ingress and egress to and from  
any of the within described premises for exercising any of the purposes  
of this right of way and easement grant. All buildings shall be restricted  
to underground utility service.

CJO NO. \_\_\_\_\_  
DIV. \_\_\_\_\_ DEPT. \_\_\_\_\_

R/W NO. \_\_\_\_\_  
LINE NO. \_\_\_\_\_

PIPE LINE RIGHT OF WAY GRANT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged,

herein called Grantor, hereby grant (s) to The East Ohio Gas Company the right to lay, maintain, operate, replace and remove pipe lines with necessary appurtenances for the transportation of gas on, over and through the following described parcel or strip of land situated in the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_, State of Ohio:

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The Grantor may use and enjoy said parcel or strip of land except insofar as such use and enjoyment shall be inconsistent with the exercise by The East Ohio Gas Company of the rights herein granted to it and except that no buildings or structures of any kind shall be placed or erected by the Grantor on said parcel or strip of land.

This grant shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF the grantors have hereunto set their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

WITNESS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF OHIO )  
COUNTY OF \_\_\_\_\_ ) SS  
and State, personally appeared \_\_\_\_\_

BEFORE ME, a Notary Public in and for said County

\_\_\_\_\_ who acknowledged that \_\_\_\_\_ did sign the foregoing instrument and that the same is \_\_\_\_\_ free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF OHIO )  
COUNTY OF \_\_\_\_\_ ) SS  
State, personally appeared \_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of \_\_\_\_\_

BEFORE ME, a Notary Public in and for said County and

\_\_\_\_\_, who acknowledged that they did sign the foregoing instrument and that it is the free act and deed of such Company and of themselves as such officers.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

#4317 GMI/se 5/27/80

BY-LAWS  
OF  
GOVERNOR'S LANDING CONDOMINIUM  
UNIT OWNERS' ASSOCIATION

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STANDARD TITLE AGENCY, INC

Order No. \_\_\_\_\_

ARTICLE I  
THE ASSOCIATION

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Section 1. Name and Nature of Association. The Association shall be an Ohio corporation not for profit and shall be called GOVERNOR'S LANDING CONDOMINIUM UNIT OWNERS' ASSOCIATION.

Section 2. Membership. Each unit owner of any unit in the Several Governor's Landing Condominiums upon acquisition of title to a unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his unit ownership, at which time the new owner of such unit shall automatically become a member of the Association.

Section 3. Voting Rights. There shall be one voting member for each unit ownership. Such voting member may be the owner or the group composed of all the owners of a unit membership. The total number of votes of all voting members shall be equal to the number of existing units in the Several Governor's Landing Condominiums and each owner or group of owners shall be entitled to one vote per unit.

Section 4. Proxies. Members may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on his or their behalf shall be made in writing to the Board of Managers of the Association and shall be revocable at any time by actual notice to the Board of Managers by the member or members making such designation. Notice to the Board of Managers in writing or in open meeting of the revocation of the designation of proxy shall not affect any vote or act previously taken or authorized.

Section 5. Meetings of Members.

(a) Annual Meeting. The annual meeting of members of the association for the election of members of the Board of Managers, the consideration of reports to be laid before such meeting, and the transactions

of such other business as may properly be brought before such meeting shall be held at the office of the Association or at such other place upon the Condominium Property as may be designated by the Board of Managers and specified in the notice of such meeting at 8:00 o'clock P.M., or at such other time as may be designated by the Board of Managers and specified in the notice of the meeting. The first annual meeting of members of the Association shall be held when at least fifty-one percent (51%) of the units are occupied or on October 1, 1981, whichever shall first occur. Thereafter, the annual meeting of members of the Association shall be held on the first day of November in each succeeding year thereafter, if not a legal holiday and, if a legal holiday, then on the next succeeding business day.

(b) Special Meetings. Special meetings of the members of the Association may be held on any business day when called by the President of the Association or by the Board of Managers of the Association or by members entitled to exercise at least twenty-five percent (25%) of the voting power of the Association. Upon request in writing delivered either in person or by certified mail to the President or the Secretary of the Association by any persons entitled to call a meeting of the members, such officer shall forthwith cause to be given to the members entitled thereto notice of a meeting to be held on a date not less than seven (7) or more than sixty (60) days after the receipt of such request as such officer may fix. If such notice is not given within thirty (30) days after the delivery or mailing of such request, the persons calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at 8:00 o'clock P.M. and shall be held at the office of the Association or at such other place upon the Condominium Property as shall be specified in the notice of meeting.

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(c) Notice of Meetings. Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these By-Laws to give such notice. The notice shall be given by personal delivery or by mail to each member of the Association who is a unit owner of record as of the day preceding the day on which notice is given. If mailed, the notice shall be addressed to the members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purposes of any meeting of members of the Association may be waived in writing either before or after the holding of such meeting, by any members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of notice of such meeting.

(d) Order of Business. The order of business at all meetings of members of the Association shall be as follows:

- (1) Calling of meeting to order.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading of minutes of preceding meeting.
- (4) Reports of officers.
- (5) Reports of Committees.
- (6) Election of Inspectors of election.
- (7) Election of Managers.
- (8) Unfinished and/or old business.
- (9) New business.
- (10) Adjournment.

(e) Quorum; Adjournment. Except as may be otherwise provided by law or by the Declaration, at any meeting of the members of the Association, the members of the Association entitled to exercise a majority of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting. No action may be taken by a lesser percentage than required by law, by the Declaration,



or by these By-Laws. The members of this Association entitled to exercise a majority of the voting power represented at a meeting of members whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

(f) Actions Without a Meeting. All actions, except removal of a manager, which may be taken at a meeting of the Association, may be taken without a meeting with the approval of and in writing or writings signed by members having the percentage of voting power required to take such action if the same were taken at a meeting. Such writings shall be filed with the Secretary of the Association.

## ARTICLE II

### BOARD OF MANAGERS

Section 1. Election of Managers; Vacancies: The required Managers shall be elected at each annual meeting of members of the Association. Only persons nominated as candidates shall be eligible for election as Managers and the candidates receiving the greatest number of votes shall be elected. Each member may vote for as many candidates as there are vacancies in the Board of Managers, however caused. The remaining Managers, though less than a majority of the authorized number of Managers, may by the vote of a majority of their number, fill any vacancy for the unexpired term, provided, however, that a vacancy in the position of a representative of a lending institution as provided in Section 2 of this Article II, if any, shall be filled by such lending institution, and a vacancy in the position filled by Osborne shall be filled by Osborne.

Section 2. Number and Qualifications. The Board of Managers shall consist of five persons, except as otherwise provided all of whom must be owners or persons who could be heirs at law of the owner under the Ohio Statutes of descent and distribution. For two years following the filing the Declaration, if Osborne Brothers Enterprises, Inc. who together with its successors and assigns is herein called "Osborne" shall own any

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units, no less than one member of the Board shall be designated by it who need not be an owner or occupier of a unit. If at any time one bank, savings and loan association, insurance company or other lending institution shall hold mortgages upon more than twenty-five percent (25%) of the units such lending institution may designate its representative who shall be a sixth member of the Board of Managers. Such representatives need not be an owner or occupier of a unit.

Section 3. Term of Office; Resignations. Each Manager shall hold office until the next annual meeting of the members of the Association and until his or her successor is elected, or until his or her earlier resignation, removal from office or death. Any Manager may resign at any time by oral statement to that effect made at a meeting of the Board of Managers or in a writing to that effect delivered to the Secretary of the Association; such resignation shall take effect immediately or at such other time as the Manager may specify. At the first annual meeting of the members of the Association, the term of office of three Managers shall be fixed so that such term will expire one year from the date of the next annual meeting of members of the Association. The term of office of the remaining two Managers shall be fixed so that such term will expire on the date of the annual meeting two (2) years from the date of the first annual meeting. At the expiration of such initial term of office of each respective Manager, his or her successor shall be elected to serve for a term of two (2) years.

Section 4. Board of Managers

(a) Powers and Duties. The Board of Managers shall have the duty to direct the management of the operation of the condominium property and shall have such powers as shall be delegated to it by the Association.

(b) Compensation and Renewal. Members of the Board of Managers shall serve without compensation.

At any regular or special meeting of members of the Association duly called, at which a quorum shall be present, any one or more of the Managers, except the Manager, if any, acting as a representative

of a lending institution or a member designated by Osborne as provided in Section 2 of this Article II, may be removed with or without cause by the vote of members entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, and a successor or successors to such Manager or Managers so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Manager whose removal has been proposed by members of the Association shall be given an opportunity to be heard at such meeting.

(c) Employment of Manager. The Board of Managers may employ persons, firms or corporations of its choice as managers or managing agents, and may delegate thereto such duties and responsibilities of the Association as the Board of Managers of the Association shall from time to time specify. The Board of Managers of the Association may provide for reasonable compensation for the performance of such duties and responsibilities so delegated.

Section 5. Meetings of Board of Managers.

(a) Organization Meeting. Immediately after each annual meeting of members of this Association, the newly elected Managers and those Managers whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be give.

(b) Regular Meetings Regular meetings of the Board of Managers may be held at such times and places as shall be determined by a majority of the Managers, but at least four such meeting shall be held during each fiscal year.

(c) Special Meetings. Special meetings of the Board of Managers may be held at any time upon call by the President or any two Managers. Written notice of the time and place of each such meeting shall be given to each Manager either by personal delivery or by mail, telegram or telephone at least two days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance

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of any Manager at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of notice of such meeting and such notice may be waived in writing either before or after the holding of such meeting by any Manager, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organizational, regular or special meeting.

(d) Quorum; Adjournment. A quorum of the Board of Managers shall consist of a majority of the Managers then in office provided that a majority of the Managers present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board of Managers at which a quorum is present, all questions and business shall be determined by a majority vote of those present except as may be otherwise expressly provided in the Declaration or in these By-Laws.

(e) Actions without a Meeting. All actions, except removal of officers, which may be taken at a meeting of the Board of Managers, may be taken without a meeting with the unanimous consent in writing of all of the members of the Board of Managers. Such writing, signed by each member of the Board of Managers, shall be filed with the minutes and proceedings of the Board of Managers.

### ARTICLE III

#### OFFICERS

Section 1. Election and Designation of Officers. The Board of Managers shall elect a President, a Vice President, a Secretary and a Treasurer, each of whom shall be a member of the Board of Managers. The Board of Managers may also appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may

be necessary who are not members of the Association, or persons who could be heirs-at-law of a unit owner under the Ohio statutes of descent and distribution provided they are occupiers of a unit.

Section 2. Term of Office; Vacancies. The officers of the Association shall hold office until the next organization meeting of the Board of Managers and until their successors are elected, except in case of resignation, removal from office or death. The Board of Managers may remove any officer at any time with or without cause by a majority vote of the Managers then in office. Any vacancy in any office may be filled by the Board of Managers.

Section 3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of members of the Association and shall preside at all meetings of the Board of Managers. Subject to directions of the Board of Managers, the President shall have general executive supervision over the business and affairs of the Association. He may execute all authorized deeds, contracts, and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board of Managers or otherwise provided for in the Declaration or in these By-Laws.

Section 4. Vice President. The Vice President shall perform the duties of the President whenever the President is unable to act and shall have such other authority and perform such other duties as may be determined by the Board of Managers.

Section 5. Secretary. The Secretary shall keep the minutes of meetings of the members of the Association and of the Board of Managers. The Secretary shall keep such books as may be required by the Board of Managers, shall give notice of meetings of members of the Association and of the Board of Managers required by law, or by these By-Laws or otherwise, and shall have such authority and shall perform such other duties as may be determined by the Board of Managers.

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Section 6. Treasurer. The Treasurer shall receive and have in charge all money, bills, notes and similar property belonging to the Association and shall do with the same as may be directed by the Board of Managers. The Treasurer shall keep accurate financial accounts and hold the same open for the inspection and examination of the Managers and shall have such authority and shall perform such duties as may be designated by the Board of Managers.

Section 7. Other Officers. The Assistant Secretaries and Assistant Treasurers, if any, and any other officers whom the Board of Managers may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board of Managers.

Section 8. Delegation of Authority and Duties. The Board of Managers is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

#### ARTICLE IV

##### MAINTENANCE AND IMPROVEMENTS

Section 1. Payments from Maintenance Funds. The Association, for the benefit of all the owners shall acquire, and shall pay out of the maintenance fund hereinafter provided for, the following:

(a) Utility Services. The cost of water, waste removal, electricity, telephone, heat, power or any other necessary utility services for the Common Areas and Facilities. The cost of water, waste removal or any utilities which are not separately metered or otherwise directly charged to individual owners. However, the Association may discontinue such payments at any time, in which case each owner shall be responsible for direct payment of his or her share of such expenses as shall be determined by the Board of Managers of the Association. The Association reserves the right to levy additional assessments against any owner to reimburse the Association for non-payment of usage or for excessive use as shall be determined by the Board of Managers.

(b) Casualty Insurance. The premium upon a policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually.

(c) Liability Insurance. The premium upon a policy or policies insuring the Association, the members of the Board, and the owners against any liability to the public or to the owners (of units and of the Common Areas and Facilities, and their invitees or tenants), incident to the ownership and/or use of the Common Areas and Facilities, as provided in the Declaration the limits of which policy shall be reviewed annually.

(c) Worker's Compensation. The cost of worker's compensation insurance to the extent necessary to comply with any applicable laws.

(e) Fidelity Bonds. All officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association and shall be charged against the maintenance fund.

(f) Wages and Fees for Services. The fees for services of any person or firm employed by the Association, including without limitation, the services of a person or firm to act as a manager or managing agent for the Condominium Property, the services of any person or persons required for the maintenance or operation of the Condominium Property (including a recreation director, if any) and legal and/or accounting services necessary or proper in the operation of the Condominium Property or the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association.

(g) Care of Common Areas and Facilities. The cost of landscaping, gardening of common areas, limited common areas, snow removal of streets and driveways in common areas and limited common areas, maintenance, repair and replacement of the Common Areas and limited common areas and Facilities shall be the obligation of the Unit Owners Association and the common expense of each unit owner in proportion with the division

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of expenses previously set forth in the Declaration. The care and administration of the several common areas and limited common areas will become the responsibility of the Association as each condominium is completed and over 51% of the units of each condominium are sold. Further, if any recreational facilities become owned by the Association they will be cared for as set forth herein.

(h) Certain Maintenance of Units. The cost of maintenance and repair of any unit and Facilities if such maintenance or repair is necessary in the discretion of the Association, to protect the Common Areas and Facilities, or the general appearance of the entire condominium, or any other portion of a building, and the owner or owners of said unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of the maintenance or repair is delivered by the Association to said owner or owners, provided that the Association shall levy special assessments against such unit owner for the cost of the maintenance or repair.

(i) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Condominium Property or any part thereof which may in the opinion of the Association constitute a lien against the entire Condominium Property rather than merely against the interests therein of particular owners; however, the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. When one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specially assessed to said owners.

(j) Additional Expenses. The cost of any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, "common expenses" or assessments which the Association is required to secure or pay for pursuant to the terms of



the Declaration and these By-Laws or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Condominium Property as a first class condominium project or for the enforcement of the Declaration and these By-Laws.

Section 2. Capital Additions and Improvements. The Association's powers enumerated herein shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements (other than for purposes or replacing or restoring portions of the Common Areas and limited common areas and Facilities, subject to all the provisions of the Declaration and these By-Laws) having a total cost in excess of Four Thousand Dollars (\$4,000.00) nor shall the Association authorize any structural alterations, capital additions to, or capital improvements of the Common Areas and limited common areas and Facilities requiring an expenditure in excess of Four Thousand Dollars (\$4,000.00), without in each case the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association provided that during the two-year period following filing of the Declaration, if Osborne shall own any of the units, its consent to such expenditure shall be required.

Section 3. Reserves. The Association shall set up reserves for the replacement or major repair of any other common area. Said reserves are to be kept in an insured savings account chosen by the treasurer until they are to be used.

#### ARTICLE V

##### COMMON EXPENSES - ASSESSMENTS

Section 1. Obligation of owners to Pay Assessments. It shall be the duty of every unit owner to pay his or her proportionate share of the expenses of administration, maintenance and repair of the Common Areas, limited common areas and Facilities and of the reserves and

other expenses provided for herein. Such proportionate share shall be in the same ratio as his or her percentage of ownership in the Common Areas and Facilities as set forth in the Declaration. The ratio of valuation of each condominium to The Several Governor's Landing Condominiums in existence at the time such condominium is filed shall be made by Osborne at the time of filing Governor's Landing Condominium Phase II and of filing each successive Governor's Landing Condominium and the decision of Osborne will be final.

Payment thereof shall be in such amounts and at such times as may be determined by the Board of Managers of the Association, as hereinafter provided.

Section 2. Preparation of Estimated Budget. Each year on or before December 1st, the Association shall estimate the total amount necessary to pay the cost of wages, materials, insurance services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the owners according to each owner's percentage of ownership in the Common Areas and Facilities as set forth in the Declaration. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each owner shall be obligated to pay to the Association or as it may direct one-twelfth (1/12th) of the assessment made pursuant to this paragraph. On or before the date of the annual meeting in each calendar year, the Association shall supply to all owners, an itemized accounting of the maintenance expenses actually incurred in the preceding twelve (12) months ending on the last day of September together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any net shortage shall be added, according to each owner's percentage of ownership in the Common Areas

and Facilities, to the installments due in the succeeding six months after rendering of the accounting.

Section 3. Reserve for Contingencies and Replacements. The Association shall build up and maintain a reasonable reserve for contingencies and replacement. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If the "estimated cash requirement" proves inadequate for any reason, including non-payment of any owner's assessment the same shall be assessed to the owners according to each owner's percentage of ownership in the Common Areas and Facilities. The Association shall serve notice of such further assessment on all owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective with the first monthly maintenance payment which occurs more than ten (10) days after the deliver or mailing of such notice of further assessment. All owners shall be obligated to pay the adjusted monthly amount.

Section 4. Budget for First Year. When the first Board of Managers elected hereunder takes office, the Association shall determine the "estimated cash requirement", as defined herein, for the period commencing thirty (30) days after the election and ending on December 31st of the calendar year in which the election occurs. Assessments shall be levied against the owners during that period as provided in Section 2 of this Article V.

Section 5. Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or serve the annual or adjusted estimate on the owner shall not constitute a waiver or release in any manner of such owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate, the owner shall continue to pay the monthly maintenance charge at the existing monthly rate established for the previous period until the first monthly maintenance payment which occurs more than ten (10) days after such new, annual or adjusted estimate shall have been mailed or delivered.

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Section 6. Assessments Prior to Organization or Association. Until such time as the Association is organized, monthly assessments in the amount of \$        per unit shall be paid by the owner of each unit (including those units owned by Osborne) and such sums shall be deposited with a federally insured bank or savings and loan association in Lake County, Ohio, for the account of and for the benefit of the Association. Such payments in such amount shall continue to be paid until the amount thereof shall be readjusted in accordance with the provisions of the Declaration and these By-Laws immediately following the organization of the Association. After the Association has been organized, Osborne shall continue to pay its proportionate share of the monthly assessments to the Association for each unit, the title to which is vested in Osborne.

Section 7. Annual Audit. The Books of the Association shall be audited once a year by the Board of Managers, and such audit shall be completed prior to each annual meeting. If requested by two members of the Board of Managers, such audit shall be made by a Public Accountant or a Certified Public Accountant. In addition and at any time requested by the owners of five or more units, including Osborne, the Board of Managers shall cause an additional audit to be made.

Section 8. Remedies for Failure to Pay Assessments. If an owner is in default in the monthly payment of charges or assessments for thirty (30) days, the members of the Board of Managers may bring suit for and on behalf of themselves and as representatives of all owners, to enforce collection thereof or to foreclose the lien therefor as provided in the Declaration. There shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by the Declaration, any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be a lien or charge against the unit ownership of the owner involved when payable, and may be foreclosed by an action brought in the name of the Board of Managers

as in the case of foreclosure of liens against real estate, as provided in the Declaration. As provided in the Declaration, the members of the Board of Managers and their successors in office, acting on behalf of the other unit owners, shall have the power to bid on the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Any encumbrancer may from time to time request in writing a written statement from the Board of Managers setting forth the unpaid common expenses with respect to the unit covered by his encumbrance and unless the request shall be complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a unit may pay any unpaid common expenses payable with respect to such unit and upon such payment such encumbrancer shall have a lien on such unit for the amounts paid of the same rank as the lien of his encumbrance.

Section 9. Security Deposits from Certain Owners. If in the judgment of the Board, the equity interest of any owner (whether the original owner or a subsequent purchaser or transferee) in his or her unit at any time is not sufficient to assure realization (whether by foreclosure of the lien referred to in Section 8 above or otherwise) of all assessments, charges, or other sums which may be levied by the Association, then whether or not such owner shall be delinquent in the payment of such levies, the Association shall have the right to require such owner to establish and maintain a security deposit, in an amount which the Board deems necessary for such purposes, provided, however, that such security deposit shall in no event exceed an amount which, when added to such owner's equity interest in the purchase unit, will equal twenty-five percent (25%) of the purchase price of the unit in question. In the event that any owner shall fail to pay any assessments, charges or other sums which may be due hereunder or shall otherwise violate any provisions of Chapter 5311 O.R.C., any covenants,

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terms and conditions of the Declaration, the Association shall have the right, but not the obligation, to apply such security deposit in reduction of its alleged damages resulting from such failure or violation, which right shall be in addition to all and other remedies provided for in Chapter 5311, O.R.C., the Declaration or these ByLaws. Upon any sale by such owner of his or her unit, or at such time as such owner's equity in his or her unit is sufficiently great to dispense with the necessity of such security deposit, any unapplied balance of said security deposit remaining to the credit of said owner shall be refunded, provided that such owner shall not be in default under any of his obligations under the Declaration or these By-Laws. The Association shall have the right to maintain all security deposits held by it, as aforesaid, in a single savings account and shall not be required to credit interest to any owner until such time as the security deposit is refunded. Said security deposit shall at all times be subject and subordinate to the lien referred to in the Declaration and Section 8 above and all rights thereto shall inure to the benefit of the lienor.

Section 10. Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the owners in proportion to each owner's percentage ownership in the Common Areas and Facilities as provided in the Declaration.

ARTICLE VI

COMMON PROFITS

Any account accumulated through assessment in excess of the amount required for actual expenses and reserves shall be credited according to each owner's percentage of ownership in the Common Areas and Facilities, to the next monthly installments due from such owner, under the current year's estimate, until exhausted.

Any amount accumulated or acquired by means other than assessments shall be allocated solely to the acquisition of capital additions or improvements.

#### ARTICLE VII

##### RULES AND REGULATIONS

Section 1. Rules and Regulations. The Association, by vote of the members entitled to exercise a majority of the voting power of the Association, may adopt such reasonable rules and regulations and from time to time amend the same, supplementing the rules and regulations set forth in the Declaration and these By-Laws as it may deem advisable for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the owners and occupants of the Condominium Property. Written notice of such rules and regulations shall be given to all owners and occupants and the Condominium Property shall at all times be maintained subject to such rules and regulations. In the event such supplemental rules and regulations shall conflict with any provisions of the Declaration or of these By-Laws, the rules and regulations of the Declaration and of these By-Laws shall govern.

Section 2. Association's Right to Enter Units. The Association or its agents may enter any unit when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Association, at the expense of the maintenance fund. The Association reserves the right to retain a pass key to each unit and no locks or other devices shall be placed on the doors to the units to obstruct entry through the use of such pass key. In the event of any emergency originating in or threatening any unit at a time or when required alterations or repairs are scheduled, the management agent or his representative or any other person designated by the Board of Managers may enter the unit immediately, whether the owner is present or not.

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Section 3. No Active Business to be Conducted for Profit.

Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the owners or any of them.

Section 4. Special Services. The Association may arrange for the provision of any special services and facilities for the benefit of such owners and/or occupants as may desire to pay for the same, including without limitation, cleaning, repair, and maintenance of units and provision of special recreational, educational, or medical facilities. Fees for such special services and facilities shall be determined by the Board of Managers and may be charged directly to participating owners, or paid from the maintenance fund and levied as a special assessment due from the participants.

Section 5. Applicable Laws. The Association shall be subject to and governed by the provisions of any statute adopted at any time and applicable to property submitted to the Condominium form of ownership (including, without limitation, Chapter 5311. Ohio Revised Code) provided, however, that all inconsistencies between or among the permissive provisions of any statute and any provision of the Declaration and these By-Laws shall be resolved in favor of the Declaration and these By-Laws, and any inconsistencies between any statute applicable to associations formed to administer property submitted to the Condominium form of ownership shall be resolved in favor of the latter statute. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or By-Laws of the Association, the terms and provisions of the Declaration shall prevail, and the owners and all persons claiming under them covenant to vote in favor of such amendments of the Articles or By-Laws as will remove such conflicts or inconsistencies.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Osborne's Rights. Osborne retains all rights, powers, duties and functions of the Association and its Board of Managers except as limited by Article II of the Declaration of Condominium of which these

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By-Laws are a part and under Section 5311.08 of the Ohio Revised Code or any other laws of the state or federal government.

Section 2. Copies of Notice to Mortgage Lenders. Upon written request to the Board of Managers, the holder of any duly recorded mortgage or trust deed encumbering any unit shall be given a copy of any and all notices permitted or required by the Declaration or these By-Laws to be given to the owner or owners whose unit ownership is subject to such mortgage or trust deed.

Section 3. Service of Notices on the Board of Managers . Notices required to be given to the Board of Managers or to the Association may be delivered to the Board of Managers or to the Association or may be delivered to any member of the Board of Managers or officer of the Association either personally or by mail addressed to such member or officer at his or her unit.

Section 4. Service of Notices on Devisees and Personal Representatives. Notices required to be given any devisee or personal representative of a deceased owner may be delivered either personally or by mail to such party at his, her or its address appearing on the records of the Court wherein the estate of such deceased owner is being administered.

Section 5. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

Section 6. Agreements Binding. All Agreements and determinations lawfully made by the Association in accordance with the procedure established in the Declaration and these By-Laws shall be deemed to be binding on all unit owners, their successors, heirs, executors, administrators and assigns.

Section 7. Notices of Mortgages. Any owner who mortgages his or her unit shall notify the Association, in such manner as the Association may direct, of the name and address of his or her mortgagee and thereafter shall notify the Association of the full payment, cancellation or other alteration in the status of such mortgage. The Association shall

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maintain such information in a book entitled "Mortgages of Units".

Section 8. Severability. The invalidity of any covenant, restrictions, condition, limitation or any other provision of these By-Laws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of these By-Laws.

Section 9. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by these By-Laws shall be unlawfull or void for violation of (a) the rule against perpetuities or some analogous statutory provision (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21 ) years after the death of the survivor of the now living descendants of James Rhodes, The Governor of the State of Ohio.

ARTICLE IX

BOOKS AND RECORDS OF THE ASSOCIATION

Section 1. Books and Records of Association. The Association shall keep correct and complete books and records of account specifying the receipts and expenditures relating to the Common Areas, limited common areas and Facilities, and other common receipts and expenses, together with records showing the allocation, distribution, and collection of common profits, losses, and expenses. The same shall be open for inspection by any owner or any representative.

Osborne hereby incorporates and adopts the above By-Laws for Governor's Landing Condominium Phase I.

IN WITNESS WHEREOF, the said Osborne Brothers Enterprises, Inc. has executed this instrument, this 22<sup>nd</sup> day of OCTOBER, 1980.

Signed in the presence of:

George Plaker  
Walter D. Clark

OSBORNE BROTHERS ENTERPRISES, INC.

By Jerome T. Osborne  
Jerome T. Osborne, its president  
By Norman Osborne

SUBMISSION OF MORTGAGE

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The undersigned is mortgagee of premises described in the within Declaration of Condominium Ownership by virtue of Mortgage Deeds executed by Osborne Brothers Enterprises, Inc., dated Nov. 29, 1979 and recorded Dec. 7, 1979 in the Mortgage Records of the Recorder of Lake County, Ohio in Volume 1049, page 1069, and mortgage dated Nov. 29, 1979, and recorded Dec. 7, 1979 in the Mortgage Records of the Recorder of Lake County, Ohio in Volume 1049, Page 1083.

The undersigned hereby submits its Mortgages to this Declaration and the By-Laws and Drawings attached thereto and to the provisions of Chapter 5311, Ohio Revised Code.

In the presence of:

THE OHIO SAVINGS ASSOCIATION Formerly known as THE SHAKER SAVINGS ASSOCIATION

Susan McInnes  
Susan McInnes

By Frank J. Klaus  
Frank J. Klaus, Assistant Vice President

Rosa Kostel  
Rosa Kostel

By Linda L. Redmond  
Linda L. Redmond, Assistant Vice President

State of Ohio

County of Cuyahoga ss.

Before me, a notary public in and for said County and State, personally appeared the above named Shaker Savings Association, by Frank J. Klaus, its Assistant Vice President and Linda L. Redmond, its Assistant Vice President, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Cleveland, Ohio, this 17th day of October, 1980.



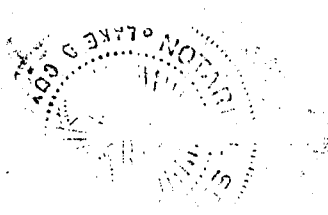
Susan McInnes  
Notary Public

SUSAN McINNES, Notary Public  
State of Ohio, Lake County  
My commission expires April 23, 1984

State of Ohio )  
County of Lake ) ss.

Before me, a notary public in and for said County and State,  
personally appeared the above named Osborne Brothers Enterprises,  
Inc. by Jerome T. Osborne, Jr., its president and by MAUREEN  
OSBORNE, its SECRETARY, who acknowledged  
that they did sign the foregoing instrument and that the same is the  
free act and deed of said corporation and the free act and deed of  
each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official  
seal, at MENTOR, OHIO, this 22<sup>ND</sup> day of OCTOBER, 1980.



DAVID A. VITAZ  
Notary Public

DAVID A. VITAZ, Notary Public  
Lakes, Cuyahoga, Ohio  
My Commission Expires March 25, 1982

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SUBMISSION OF MORTGAGE

The undersigned is mortgagee of premises described in the within Declaration of Condominium Ownership by virtue of Mortgage Deed executed by Osborne Brothers Enterprises, Inc., dated June 26, 1979 and recorded Aug. 28, 1979: in the Mortgage Records of the Recorder of Lake County, Ohio in Volume 1041, page 555.

The undersigned hereby submits its Mortgage to this Declaration and the By-Laws and Drawings attached thereto and to the provisions of Chapter 5311, Ohio Revised Code.

In the presence of:

615 HOPKINS, INC.

Howard J. Krueck

BY Victor Hugo Bouse, Sec.

Suzanne K. Miller

BY Hudson J. Fowler, Pres.

State of Ohio

County of LAKE ss.

Before me, a notary public in and for said County and State, personally appeared the above named 615 Hopkins, Inc., by Hudson J. Fowler Jr., its PRESIDENT and Victor Hugo Bouse, its SECRETARY, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Mentor, Ohio, this 22<sup>nd</sup> day of OCTOBER, 1980.

DAVID A. VITAZ  
Notary Public

DAVID A. VITAZ, Notary Public  
Lake, Cuyahoga, Ohio  
My Commission Expires March 25, 1982

This instrument prepared by:

Melvyn E. Resnick and  
Gordon M. Harrell  
Attorneys at Law

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