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AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
BEACHWOOD VILLAS CONDOMINIUM

TOWNSHIP OF HURON
ERIE COUNTY
STATE OF OHIO

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
BEACHWOOD VILLAS CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR BEACHWOOD VILLAS CONDOMINIUM
RECORDED AT VOLUME 518, PAGE 1043 ET SEQ. OF THE ERIE COUNTY
RECORDS.

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
BEACHWOOD VILLAS CONDOMINIUM

RECITALS

A. The Declaration of Condominium Ownership for Beachwood Villas Condominium ("Original Declaration") was recorded on July 9, 1985, at Volume 518, Page 1043 et seq. of the Erie County Records.

B. This Amended Restated Declaration of Condominium Ownership for Beachwood Villas Condominium ("Amended and Restated Declaration") incorporates the Original Declaration, the First Amendment to the Original Declaration recorded on July 2, 1986 at Volume 526, Page 879 et seq., the Second Amendment to the Original Declaration recorded on December 5, 1986 at Volume 530, Page 863 et seq., the Third Amendment to the Original Declaration recorded on December 5, 1986 at Volume 530, Page 873 et seq., the Fourth Amendment to the Original Declaration recorded on December 5, 1986 at Volume 530, Page 972 et seq., the Fifth Amendment to the Original Declaration recorded on November 5, 1987 at Volume 538, Page 783 et seq., the Sixth Amendment to the Original Declaration recorded on May 18, 1988 at Volume 543, Page 468 et seq., the Amendment to the Original Declaration recorded on June 1, 1989 at Volume 553, Page 240 et seq., the Ninth Amendment to the Original Declaration recorded on September 14, 1989 at Volume 556, Page 1 et seq., the Amendment to the Ninth Amendment to the Original Declaration recorded on May 15, 1990 at Volume 563, Page 283 et seq., and the Second Amendment to the Ninth Amendment to the Original Declaration recorded on September 24, 1990 at Volume 568, Page 301 et seq., the Tenth Amendment to the Original Declaration recorded on August 17, 1994 at Volume 187, Page 287 et seq., the Eleventh Amendment to the Original Declaration recorded on November 13, 1996 at Volume 304, Page 518 et seq., the Twelfth Amendment to the Original Declaration recorded on August 24, 2005 at RN 200511131, the Thirteenth Amendment to the Original Declaration recorded on September 25, 2006 at RN 200612019, the 14th Amendment to the Original Declaration recorded on October 4, 2006 at RN 200612598, the 15th Amendment to the Original Declaration recorded on December 7, 2006 at RN 200615318, the 16th Amendment to the Original Declaration recorded on September 18, 2007 at RN 200710574, the 17th Amendment to the Original Declaration recorded on January

30, 2008 at RN 200800873, the Amendment to the Original Declaration recorded on August 6, 2010 at RN 201005423, the 19th Amendment to the Original Declaration recorded on October 3, 2012 at RN 201210117, the Amendment to the Original Declaration recorded on June 10, 2013 at RN 201306104, the Amendment to the Original Declaration recorded on July 13, 2018 at RN 201806095, and the Amendment to the Original Declaration recorded on April 17, 2019 at RN 201902775 of the Erie County Recorder's Records (all the foregoing amendments are collectively referred to as the "Amendments"). The result is a single text that is written as if the text of the above-referenced Amendments had been included in the Original Declaration.

C. This Amended and Restated Declaration has been prepared at the direction of Beachwood Villas Condominium Owners' Association ("Association") for the convenience of the Owners as well as for prospective purchasers of Family Units within Beachwood Villas Condominium.

D. Owners and prospective Owners are reminded that this Amended and Restated Declaration does *not* materially amend the Original Declaration nor the Amendments. The Original Declaration and the Amendments are available for review at the Erie County Recorder's Office. Any inconsistency between the Original Declaration and Amendments, and this Amended and Restated Declaration will be resolved in favor of the Original Declaration and Amendments.

AMENDMENT

The Original Declaration is amended and retyped as attached.

SIGNATURE PAGE TO FOLLOW

The Beachwood Villas Condominium Owners' Association has caused the execution of this instrument this 25 day of SEPTEMBER, 2019.

BEACHWOOD VILLAS CONDOMINIUM OWNERS' ASSOCIATION

By: Mary Eileen Kramer
MARYEILEEN KRAMER, President

By: David R Morton
DAVID R MORTON, Secretary
(Print Name)

STATE OF OHIO)
COUNTY OF ERIE) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Beachwood Villas Condominium Owners' Association, by its President and 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.

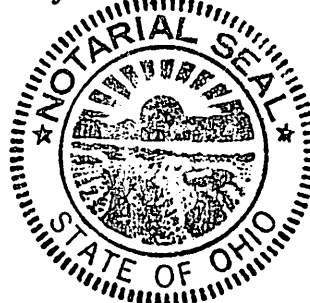
I have set my hand and official seal this 25 day of SEPTEMBER, 2019.

S. F. Koziar
NOTARY PUBLIC

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

S. F. KOZIAR, Notary Public
in and for the State of Ohio
My Commission has no expiration date.
See Ohio Revised Code Section 147.03

Place notary stamp/seal here:



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**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BEACHWOOD VILLAS CONDOMINIUM**

WHEREAS, Marshall G. Browne and Dolores O. Browne, husband and wife, hereinafter collectively referred to as "Grantor", of Huron, Ohio, were the owners in fee simple of a parcel or parcels of land located in Huron Township, Erie County, Ohio, which land is shown on the drawing marked Exhibit A which is attached hereto and made a part hereof; and

WHEREAS, Grantor submitted a portion of said land, together with the improvements thereon constructed to the provisions of Chapter 5311 of the Revised Code of Ohio for condominium ownership, which portion is sometimes hereinafter referred to as "the premises" and is herein below described; and

WHEREAS, Grantor subsequently submitted additional portions of Grantor's land for additional condominium development in accordance with the provisions of Chapter 5311 of the Ohio Revised Code relating to "expandable condominium property";

NOW, THEREFORE, Grantor declared:

1. Legal Description and Definitions:

The legal description of the land, hereinafter sometimes referred to as "the premises", is described in Exhibit A hereof.

This description prepared from existing records by Baharoglu & Associates, Inc., Consulting Engineers and Surveyors, Norwalk, Ohio, per Ronald A. Morehouse, Registered Surveyor No. 5340, dated March 1984.

Grantor expressly reserved the right and option to further expand the Condominium Property as hereinafter set forth in Exhibit C. Such property consists of 3.8246 acres as shown and described on Exhibit "9-E" of the Ninth Amendment to the Declaration, recorded on September 15, 1989, at Volume 556, Page 1 et seq. In addition, Grantor reserved and retained the right to grant an easement in and over the areas designated as Easements Nos. 1, 2 and 3 and a marina Parking

Easement as shown on Exhibit "9-D" of the Ninth Amendment to the Declaration, recorded on September 15, 1989, at Volume 556, Page 1 et seq. for access drives, rights-of-way, the construction, installation, repair, replacement, enlargement and maintenance of sanitary sewer, water and other utility line(s) located or to be located South of the right of way line of Cleveland Road East across the additional premises, which sewer and/or water line locations are shown on Exhibit "4-B" of the Fourth Amendment to the Declaration recorded on December 8, 1986, at Volume 530, Page 972 et seq. and Exhibit "5-A" of the Fifth Amendment to the Declaration recorded on November 5, 1987, at Volume 538, Page 783 et seq. noted thereon as "Utility Easement", and other utilities and for parking purposes for the benefit of the property (and the owners thereof) lying East of and adjacent to and abutting the additional premises. Grantor also reserved and retained the right to assign all of Grantor's rights in and to such sewer and/or water line(s) or other utilities to any political subdivision or other legal entity. Such easements terminate at such time as the lease between Grantor and the State of Ohio for the marina site (submerged land) adjacent to the additional premises expires or otherwise terminates.

Definitions:

The following terms used herein are defined as follows:

(A) "Family Unit" means the same as the word "Unit" as defined in 5311.01(J)(1) Ohio Revised Code.

(B) "Association" means Beachwood Villas Condominium Owners' Association, Inc., which is a Unit owners' association as defined in 5311.01(L), Ohio Revised Code.

(C) "Owner" means the holder of legal title to a Family Unit.

(D) "Expandable Condominium Property" means a condominium property the original declaration of which reserves the right to add additional property.

(E) All terms used herein which are defined in Chapter 5311 of the Ohio Revised Code have the same meaning herein.

2. Name:

The Condominium Property shall be known as Beachwood Villas Condominium.

3. Establishment of Condominium and Division of Condominium Property:

Grantor owned the properties described in paragraph 1 hereof which were submitted to the provisions of Chapter 5311 of the Ohio Revised Code. The Condominium Property is divided into 97 freehold estates consisting of 96 Units and 1 freehold estate consisting of the Common Elements.

4. The Purpose of and Restrictions on Use of Condominium Property:

A. Purpose.

The Condominium Property will be used for single-family residence purposes and for common recreational purposes auxiliary thereto, and for no other purposes, except as may hereinafter be reserved by the Association. The owner may use a portion of his Unit as his personal office or study, provided that his activities within his home office or study do not involve the unreasonable presence or calls of customers, patients, or clients which disturb the quiet enjoyment or comfort of any other Unit Owner, and do not give rise to any sounds, whether of noise, music, or otherwise, audible outside his own Family Unit.

B. Restrictions.

(1) There shall be no obstruction of the Common Elements, nor shall anything be stored in, on, or about the Common Elements without the prior written consent of the Association, except as hereinafter expressly provided. The Association will at all times have the right to use parts of the Common Grounds for roads and for the installation and maintenance of utilities. Each Family Unit Owner shall be obligated to maintain and keep in good order, repair, and appearance, his own Family Unit and the Limited Common Elements reserved to his Family Unit.

Parking of motor homes, travel trailers or boats on any of the streets, roads or drives a part of the Common Elements shall not be permitted.

(2) Nothing shall be done or kept in any Family Unit or in or on any Common Element or Limited Common Element which will increase the rate or result in the cancellation of insurance on any Family Unit, without the prior written consent of the Association. No waste shall be committed or permitted in or on the Common Elements.

(3) Exterior Surface of Buildings.

Family Unit Owners shall not cause or permit radio and television antennae or towers to be placed upon the exterior walls or roof of any Family Unit without the prior written approval and consent of the Association, except as hereinafter originally provided by the Grantor.

(4) Nuisances.

No noxious or offensive activity shall be carried on in any Family Unit or in the Common Elements, 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 of the condominium.

(5) Impairment of Structural Integrity of Buildings.

Nothing shall be done in or to any Family Unit, or in, on, or to the Limited Common Elements and the Common Elements which will impair the structural integrity of either the Unit building in question or on any other building or facility in the Condominium entity.

(6) Care of Common Elements.

The Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials and clutter.

(7) Use of Common Elements.

There shall be no playing, lounging, parking of any type of vehicles, whether large or small, benches, chairs, or tables on any parts of the Common Elements except in accordance with rules and regulations adopted by the Association.

(8) Alteration of Common Elements.

Nothing shall be altered or constructed in or removed from the Common Elements except as hereinafter provided, and except upon the written consent of the Association.

(9) Rental of Family Units.

The respective Family Units or part thereof shall not be rented, leased or used by the Owners thereof for transient or hotel purposes, which shall be defined as (I) rented for any period less than 12 full, consecutive calendar months, or (II) any rental arrangements wherein the occupants would be provided with typical hotel services, such as room service in connection with food and/or beverage, maid service, the furnishing of laundry and linen, and/or bellboy service, and similar services, or (III) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Family Unit only; or (IV) rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Other than the foregoing obligations, the Owners of the respective Family Units shall have the right to lease the same for periods not to exceed 24 full, consecutive calendar months (renewable for like periods) provided that the lease is made subject to the covenants and restrictions in this Declaration, and any rules and regulations adopted by the Association. No lease may be of less than an entire Unit. Sub-leasing of any Unit, in whole or in part, is also prohibited.

In accordance with Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, as the Unit Owner(s)'s agent, in the name of the Unit Owner(s). In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit Owner(s) at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, shall be charged to the Unit Owner(s) and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

(10) Trees.

After completion of the initial construction of each unit, including all walks and drives, no Owner, or his contractor, agent or servant shall cut down any trees

over 4 inches in diameter anywhere on the Condominium Property without written approval of the Association.

(11) Fences.

No fences, outbuildings or sheds or any kind shall be erected on the Condominium Property without the unanimous approval of all Family Unit Owners.

(12) Driveway Lighting.

No driveway lighting shall be installed around any Family Unit or its Limited Common Elements without prior written approval from the Association.

(13) Household Pets

Not more than one ordinary domestic household pet (dog or cat) shall be permitted for each Family Unit Owner. The term "pet" shall not include birds in cages, goldfish and the like.

(14) Owner/Resident Information.

In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Owner shall, within 30 days of the recording of this Amendment (recorded on October 4, 2006 at RN 200612598) or within 30 days of title transferring to the Owner, provide to the Association the Owner's and/or all occupants' names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any person who manages the Family Unit as an agent of that Owner. Any change in the information shall be provided to the Board, in writing, within 30 days of said change.

(15) Occupancy Restriction.

No person who is adjudicated to be a sexual predator [Tier III] or a habitual sex offender [Tier II] and required to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy a Family Unit and/or enter onto or remain in or on the condominium property for any length of time. Any violation of this restriction shall subject the Owner and/or any occupant of the Family Unit to any and all

remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Owner or occupant, or anyone visiting any Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

5. Information About Family Units:

A. General Description of Buildings. The building (designated as Building No. 4 – Phase I) constructed thereon shall be 3 stories in height over a garage and shall consist of 33 Family Units being numbered 401-403, inclusive, and 410-439, inclusive. Said building shall be principally of wood frame construction, each end of which shall be masonry.

The building (designated as Building No. 3 – Phase II) constructed on a part of the additional premises shall be 3 stories in height over a garage and shall consist of 24 Family Units being numbered 311-318, inclusive, 321-328, inclusive and 331-338, inclusive. Said building shall be principally of wood frame construction with two masonry stair and elevator towers over masonry and concrete garage.

The Town Homes (designated as Beachwood Villas Condominium Town Homes - Phase III-A) constructed on a part of the additional premises shall be 2 stories in height consisting of duplex and triplex Units for a total of 5 Family Units and attached garages to be known as Building No. 1514, Units 1-3, inclusive, and Building No. 1516, Units 1-2, inclusive. Said buildings shall be principally of rough saw plywood siding.

The Town Homes (designated as Beachwood Villas Condominium Town Homes - Phase III-B) constructed on a part of the additional premises shall be 2 buildings, each 2 stories in height consisting of duplex and quadplex Units for a total of 6 Family Units and attached garages to be known as Building No. 1510, Units 1-4, inclusive, and Building No. 1512, Units 1-2, inclusive. Said buildings shall be principally of rough sawn cedar siding and trim.

The building (designated as Building No. 2 – Phase IV) constructed on a part of the additional premises shall be 4 stories in height consisting of 7 Family Units on each floor for a total of 28 Family Units. Seven penthouses shall be included on the fourth floor. Said building shall be principally of concrete, masonry and steel construction; the exterior shall be of stained wood siding and trim. Two stair towers and an elevator will be constructed within the building. There shall also be a

community room for the use of all Family Unit Owners and a men's and women's lavatory. Said lavatories shall also be available for the use of marina sublessees.

B. Description of Family Units.

Each Family Unit shall constitute a freehold estate and shall consist of all of the space bounded by the horizontal and vertical planes formed by the undecorated interior surfaces of the perimeter walls, perimeter floors, windows and doors and the ceiling or roof of said unit projected, if necessary, by reason of structural divisions, such as walls, floors, ceilings and other partitions, to constitute a complete enclosure of space. Without limiting the generality of the foregoing, each Unit shall include (a) any finishing material applied or affixed to the interior surfaces of the perimeter walls, floors, or ceilings including, but not limited to paint, lacquer, varnish, wallpaper, tile and paneling, (b) the receptacle and switch plates or covers within the bounds of the Unit and (c) the space occupied by any Common Elements located within the bounds of the Unit, but shall not include any Common Elements located within the bounds of such Unit.

Except with respect to any of the Common Elements located within the bounds of the Unit, each Family Unit Owner shall be entitled to the exclusive ownership and possession of his Unit and to the ownership of an undivided interest of the Common Elements in the percentages hereinafter expressed. No Family Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Family Unit to be subdivided into tracts or parcels smaller than the whole Family Unit as shown on the drawings.

6. Description of Common and Limited Common Elements:

A. Common Elements.

The entire land and the improvements thereon, not included within the Family Units or Limited Common Elements will be the Common Elements. The Common Elements of the Condominium Property consist of structural components of the multi-family residential dwelling buildings constructed on said land, the Limited Common Elements (generally the patios, garage space(s) and balconies, if any, appertaining to Units), all portions of the utility systems connecting each Unit with the main service lines providing utility services for the Condominium Property, all unenclosed parking areas, all driveways and walkways and all other parts of the

Condominium Property necessary or convenient to its existence, maintenance and safety. Such Common Elements will include, inter alia, a swimming pool, a tennis court, the driveways, stairs, landings, garage, storage areas, recreational areas, walkways, picnic and outside grill areas, if any, etc.

The Common Elements shall be owned by the Family Unit Owners as tenants in common, and ownership thereof shall remain undivided. The percentage of ownership of the Common Elements attributable to the ownership interests of each Family Unit, and the basis of the allocation of common profits and expenses, shall be determined by dividing the number of square feet of each Family Unit by the total number of square feet of all Family Units as set forth in the attached Exhibit F.

The above respective undivided interests established and to be conveyed with the respective units as indicated above cannot be changed, altered or amended except by the submission of additional land to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership as a part of the total Beachwood Villas development. In such event:

(1) The number of additional Family Units in such total phased development shall not exceed 125.

(2) Owners of Family Units constructed on such additional property shall be subject to and required to comply with all of the terms, provisions, restrictions, responsibilities, rules and regulations of this Declaration as set forth herein or subsequently amended and with the Bylaws of the Unit Owners Association, as hereinafter provided, and shall be entitled to the same rights, privileges and benefits as owners of Family Units constructed on the land of Grantor initially submitted.

(3) The percentage of ownership of the Common Elements attributable to the ownership interests of each Family Unit, and the basis of the allocation of common profits and expenses, shall be the percentage that the square footage of each Family Unit bears to the total square feet of all Family Units, and shall include in such determination the additional units constructed on additional land submitted to condominium ownership and added to the condominium property.

The basis of allocation of common profits and expenses will be separately determined in the case of the Town Homes, which consist of buildings containing duplex, triplex and quadplex units located South of Cleveland Road, to reflect the cost of maintenance and repair of those Common Elements South of Cleveland Road uniquely beneficial to Town Homes unit owners and the cost of maintenance and repairs of those Common Elements on the North Side and South side of Cleveland Road which are shared by all Beachwood Villas Condominium owners and are equally available to all unit owners. Such shared facilities will include the beach, pool(s), a tennis court, and all commonly shared access ways to the beach. Contributions, as prescribed in the budget, to the reserve for future repairs and replacements and a Contingency Fund will be separately determined on the same basis. All such determinations will be made by the Beachwood Villas Condominium Owners' Association, Inc., in accordance with the Bylaws of such Association.

(4) All provisions, terms, conditions and restrictions relating to the Common Elements set forth herein shall be equally applicable to owners of Family Units located on any additional property added to the condominium property.

(5) All of the Common Elements included in the premises submitted to condominium ownership shall, in the event any additional property is added to the condominium property submitted herein, be designated as Common Elements for all owners of Family Units created on such additional property and, in like manner, all of the Common Elements designated in any such additional property shall become a part of the Common Elements of the condominium property submitted herein.

Grantor, their heirs, administrators and assigns, and their grantees, covenant and agree that the undivided percentage of interest in the Common Elements, and the fee titles to the respective units, shall not be separated or separately conveyed, encumbered, inherited or divided and each said undivided interest shall be deemed to be conveyed or encumbered with its respective Family Unit, even though the description in the instrument, conveyance or encumbrance may refer only to the fee title to said Family Unit.

B. The Use of Common Elements.

Each Family Unit Owner shall have the right to use the Common Elements in accordance with the purposes for which they are intended and for all purposes incident to the use and occupancy of his Unit, and such rights shall be appurtenant to and run with his Unit; provided, however, that no person shall use the Common Elements or any part thereof in such manner as to interfere with or restrict or impeded the use thereof by others entitled to the use thereof or in any manner contrary to or not in accordance with this Declaration, the Bylaws or Rules as herein defined.

C. Limited Common Elements.

Each Family Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy the Limited Common Elements located within the bounds of his Family Unit or which serve only his Family Unit. The Limited Common Elements with respect to each Family Unit shall consist of:

(1) All interior walls, doors, floors and ceilings located within the bounds of each Unit, excluding the structural and component parts thereof as well as all glass and screens within windows and doors within the perimeter walls of each Unit;

(2) All ducts and plumbing, electrical and other fixtures, equipment and appurtenances including heating and air-conditioning systems and control devices located within the bounds of each Unit or which serve only such Unit;

(3) All gas, electrical, water or other utility or service lines, parts, wires and conduits located within the bounds of such Unit and which serve only such Unit;

(4) Concrete pads for the placement of air-conditioning equipment which serve only such Unit;

(5) The windows and doors in the perimeter walls of a Unit, the use and occupancy of which shall in each case be limited to the adjoining unit;

(6) Patios and balconies, if any, contained within the residential dwelling building and the garage spaces as defined herein;

(7) Garages, sidewalks, entranceways, garage aprons and patios serving the Town Homes;

(8) All other Common Elements as may be located within the bounds of such Unit and which serve only such Unit.

No Family Unit Owner shall decorate or apply any finishing or material to the exterior surface of any door (other than a glass door) except that the Unit Owner may clean the interior and exterior surfaces of any window or glass door.

Limited Common Elements shall also include that property, including leasehold interests, added to the description of the land submitted to condominium ownership as set forth and described in the SIXTH AMENDMENT to the Declaration of Condominium Ownership, recorded on May 18, 1988, at Volume 543, Page 468 et seq., which property shall be for the exclusive use of those persons or entities who have acquired a subleasehold interest in water slips included in the marina development comprising the property added by way of such SIXTH AMENDMENT, as follows:

- i. – The submerged land beneath the water slip shall be for the exclusive use of such person or entity who shall have leased such slip; and
- ii. – All other property, including the balance of such land, docks, walkways, ramps, piers, wharves, catwalks, breakwalls, submerged land and improvements added to or constructed on the submerged land for the exclusive use of such persons or entities who shall have subleased water slips.

7. Units Owners Association:

Grantor caused to be formed an Ohio corporation, not for profit, called Beachwood Villas Condominium Owners' Association, Inc., which administers the Condominium Property through its Board of Directors. The Board of Directors initially shall be those persons named as the initial Directors pursuant to the provisions of the Articles of Incorporation. Each Family Unit owner, upon

acquisition of title to a Family Unit, will automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Family Unit ownership, at which time the new owner of such Family Unit shall automatically become a member of the Association. Each member owning the entire Ownership interest in a Family Unit shall be entitled to exercise that percentage of the total voting power of the Association which is equivalent to the percentage of interest of such member's Unit in the Common Elements as set forth herein. If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in the Ownership interest in a Unit, each shall be entitled to exercise such proportion of the voting power for such Unit as shall be equivalent to such person's proportionate interest in the Ownership interest of such Unit.

Each Family Unit owner of any additional property added to the Condominium Property submitted herein shall, upon acquisition of title to a Family Unit, automatically become a member of the Association and shall be subject to all of the Bylaws of the Association.

A. General Powers of Board and Directors and Officers.

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

B. Administration of Condominium Property.

The Administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the Bylaws of the Association which are attached hereto as Exhibit D. Each owner, tenant, or occupant of a Family Unit shall comply with the provisions of the general law, this Declaration, the Bylaws, decisions and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions,

decisions or resolutions, shall be grounds for an action to recover sums due for damages, or for injunctive relief.

8. Statutory Agent:

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

9. Amendment of Declaration and Bylaws:

This Declaration and the Bylaws attached hereto as Exhibit D may be amended as follows:

(A) Upon the filing for record with the Recorder of Erie 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 will have been duly executed by a 75% vote of the voting power of the Family Unit owners. 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 regular U.S. mail to all mortgagees having bona fide liens of record against any Family Unit ownership. No amendment will have any effect, however, upon a bona fide first mortgagee until the written consent to such amendment of such mortgage has been secured. Such consents will be retained by the Secretary of the Association, and their certification in the instrument of amendment as to the names of the consenting and nonconsenting mortgagees of the various Family Units will be sufficient for reliance by the general public. If less than all mortgagees consent to an amendment to this Declaration and/or the Bylaws attached hereto as Exhibit D, said amendment or modification will nevertheless be valid among the Family Units owners, inter sese, provided that the rights of a nonconsenting mortgagee will not be derogated thereby. No provision in this Declaration or Bylaws attached hereto as Exhibit D may be changed, modified or rescinded in a manner which, after such change, modification or rescission, would conflict with the provisions of interests set forth in Section A of Item 6 without the prior unanimous approval of all Family Units Owners and their respective mortgagees.

10. Drawings:

Attached hereto, marked Exhibit E (Sheets E-1 through E-8 inclusive) and made a part hereof, is a set of drawings of the Condominium Property as prepared and certified by registered engineer and surveyor, Baharoglu & Associates.

11. Use of Common Elements:

Subject to the rules and regulations from time to time promulgated by the Association, all owners may use the Common Elements in such manner as will not restrict, interfere with or impede the use thereof by other owners.

12. Management, Maintenance, Repairs, Alterations and Improvements:

A. Association Responsibility.

Except as otherwise provided herein, the management, maintenance, repair, alteration, and improvement of the Common Elements shall be the responsibility of the Association. The Association may delegate all or any portion of its authority to discharge such responsibility to a manager or managing agent. Each owner agrees to maintain, repair, and replace at his expense all portions of the Common Elements which may be damaged or destroyed by reason of the willful or uninsured negligent act or neglect of himself or any other member of his household, or by the willful or uninsured negligent act or neglect of any invitee, licensee, or guest of such owner or member of his household.

B. Family Unit Owner.

The responsibility of each Family Unit owner shall be as follows:

(1) To maintain, repair, and replace at his expense, all portions of his Family Unit including the interior walls, floors, ceiling, doors and windows and all internal installations of such Family Unit, such as appliances, heating, state-approved plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Family Unit boundaries, and to do likewise with all Limited Common Elements designated by the Association for his use.

Included herein shall be the duty to maintain, repair and replace, at his expense all utility lines and pipes serving exclusively his unit from the point at which such lines and pipes depart a common line or pipe used in conjunction with another unit or units.

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

(3) To perform his responsibilities in such manner as not unreasonably to disturb other persons residing within the Condominium Property.

(4) After completion of the initial construction of each unit, not to paint or otherwise decorate to change the appearance of any portion of the exterior of his Family Unit, unless the written consent of the Association is obtained.

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

(6) Not to make any alterations in the portions of the Family Unit or the Condominium Property which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would or might jeopardize or impair the safety or soundness of the Condominium Property, without first obtaining the written consent of the Directors of the Association; nor shall any Family Unit owner impair any easement without first obtaining the written consent of the Association and of the owner or owners for whose benefit such easement exists.

C. Construction Defects.

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

material or workmanship in the construction of the Property. The undertaking of repair, maintenance, or replacement by the Association or owners shall not constitute a waiver of any rights against any warrantor but such rights shall be specifically reserved.

D. Effect of Insurance on Construction Guarantees.

Notwithstanding the fact that the Association and/or any Family Unit owner may be entitled to the benefit of any guaranty 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 guaranty or insurance coverage shall not excuse any delay by the Association or any Family Unit owner in performing his obligation hereunder.

13. Easements:

A. Encroachments.

In the event that, by reason of the construction, settlement, or shifting of a building, or by reason of the partial or total destruction and rebuilding of a building, any part of the Common Elements presently encroaches or shall hereafter encroach upon any part of a Family Unit, or any part of a Family Unit presently encroaches or shall hereafter encroach upon any part of the Common Elements, 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 Elements, consisting of unoccupied space adjoining his Family Unit, or if, by reason of the design or construction of utility systems, any main, pipe, ducts, wiring or conduits, serving either any other Family Unit or 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 established, and shall exist for the benefit of such Family Unit and the Common Elements, as the case may be, so long as all or any part of the building containing such Family Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Family Unit, or in favor of the Common Elements if such encroachment occurred due to the willful conduct of such owner.

B. Maintenance Easements.

The owner of each Family Unit shall be subject to easements for access arising from necessary maintenance or operation of the entire building or buildings. The owner of each Family Unit shall have the permanent right and easement, to and through the Common Elements and walls, floors and ceilings, to the use of water, gas, sewer, power, telephone, security systems, television antenna, and other utilities now or hereafter existing within the walls, and further shall have an easement to hang pictures, mirrors, and the like upon the walls of his Family Unit.

C. Easements for Certain Utilities.

The charges from time to time made by Erie County for water and sewer service furnished the Common Elements shall be paid by the Association and shall constitute part of the Common expenses of the operation of the Condominium Property. Family Unit owners shall be responsible for the water and sewer service charges allocated by the Association for their individual units as well as their share of the common usage.

The water and sewer service charges from time to time imposed on account of the Family Units and the Common Elements of the Condominium Property (including the component parts thereof), promptly shall be paid by the Association and shall be charged to the Family Unit Owners as above provided.

The Association may hereafter grant easements on behalf of Family Unit owners to entities for utility purposes for the benefit of the Condominium Property, including the right to install, lay, maintain, repair, and replace water mains and pipes, sewer lines, gas mains, telephone wires, and equipment and electrical conduits and wires, over, under, along and on any portion of the Common Elements and Limited Common Elements. Each Family Unit owner hereby grants, and the transfer of title to a Family Unit owner shall be deemed to grant, the Association an irrevocable power of attorney to execute, acknowledge, and record, for and in the name of such Family Unit owner, such instruments as may be necessary to effectuate the foregoing.

D. Easements through Walls within Family Units.

Easements are hereby declared and granted to the Association to install, lay, maintain, repair, and replace any pipes, wires, ducts, conduits, public utility lines

or structural components running through the walls, floors and ceilings of the Family Units, whether or not such walls, floors or ceilings lie in whole or in part within the Family Unit boundaries.

E. Easements to Run with Land.

All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, their heirs, executors, administrators and assigns, and any owner, purchaser, mortgagee, and other persons having an interest in said land, or any part or portion thereof.

F. References 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 affect or fail to reserve said rights or easements, but same shall be deemed conveyed or encumbered along with the unit.

14. Assessments and Lien of Association:

A. General.

Assessments for the maintenance, repair and insurance of the Common Elements and for the insurance of the Family Units, together with the payment of the common expenses, shall be made in the manner provided herein, and in the manner provided in the Bylaws.

In accordance with Ohio Revised Code Section 5311.18(A)(2), the Association shall credit payments made by an Owner in the following order of priority:

- (1) First, to interest owed to the Association;
- (2) Second, to administrative late fees owed to the Association;
- (3) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and
- (4) Fourth, to the principal amounts the Owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Family Unit.

B. Division of Common Profits and Common Expenses.

The proportionate shares of the separate owners of the respective Family Units in the common profits and the common expenses of the operation of the Condominium Property is based upon their respective percentage of ownership in the Common Elements. Such proportionate share of profits and expenses of each Family Unit owner shall be in accordance with the percentages set forth in Exhibit F.

C. Non-Use of Facilities.

No owner of a Family Unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Elements 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 Elements, for the payment of the portion of the Common expenses chargeable against such Family Unit which remain unpaid for 10 days after the same have become due and payable. Such lien shall exist from the time a certificate is executed by the President of the Association and filed with the Recorder of Erie County, Ohio, pursuant to authorization given by the Board of Directors 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 5 years from the time of filing thereof, unless sooner released and satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property, or discharged such lien as hereinafter provided. In addition, the owner of the Family Unit and any occupant thereof shall be personally liable for all expenses chargeable for the period of his ownership or occupancy.

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

E. Priority of Association's Lien.

The lien provided for in Section D of this Item 14 shall take priority over any lien or encumbrance subsequently arising or created, except a lien for real estate taxes and assessments, and the lien of bona fide mortgages which have been theretofore 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 shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure actions, the Association shall be entitled to become a purchaser at the foreclosure sale.

F. Dispute as to Common Expenses.

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

G. Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses.

Where a mortgagee of any mortgage of record or other purchaser of a Family Unit acquires title to the Family Unit as a result of foreclosure of such mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or other assessments by the Association chargeable to such Family Unit which become due prior to the acquisition of title to such Family Unit by the acquirer.

H. Liability for Assessments Upon Voluntary Conveyance.

In a voluntary conveyance of a Family Unit, the Grantee of the Family Unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association against the Grantor and his Family Unit for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from the Grantor the amount paid by the Grantee therefor. However, any such Grantee shall be entitled to a statement from the Board

of Directors 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. As used in this paragraph "Grantor" shall include a decedent, and "Grantee" shall include a devisee or intestate heir of said decedent.

15. Insurance and Reconstruction.

A. Property Insurance.

(1) Coverage.

(a) Mandatory Coverage. The Association will carry Property Insurance (also sometimes known as "casualty insurance" or "fire and extended insurance," subject to a deductible as provided for in Section A(5) below, on (i) the insurable improvements installed by the Grantor or the Association comprising the Common Elements including the Limited Common Elements located outside the bounds of the Family Unit, (ii) the windows and doors located in the perimeter walls or ceiling of the Family Unit, (iii) structural components of the building located within the Family Unit, and (iv) all personal property owned by the Association and for which the Association is responsible. In general terms, the Association is responsible for having Property Insurance from the backside of the Family Unit's perimeter drywall out, which excludes the drywall itself (the drywall is a component of the individual Family Unit). This is commonly known as a "bare walls" Property Insurance policy.

(2) Risks to be Insured and Availability of Insurance. The Association's Property Insurance will protect against loss or damage by fire and hazards now or in the future embraced by a special form policy, and all other perils that are customarily covered by similarly constructed and situated condominium associations in Erie County, Ohio. The amount of insurance purchased must be sufficient to cover 100% of the then replacement value, less deductible, without deduction for depreciation, excluding excavation and foundation costs and other items normally excluded

from such coverage. If the cost of 100% full replacement coverage, less the deductible, for Property Insurance is unreasonably expensive, as the Board so determines, then in no event will the coverage be in an amount less than 80% of the then current replacement value, less the deductible and with exclusions as provided for in this Section.

(3) **Beneficiary Interests.** Subject to the provisions of Section A(4) below, all Association insurance is for the benefit of the Association, each of the Owners, and the holders of mortgages on the Family Units, as their interest may appear, and will provide for the issuance of certificates of insurance with mortgagees' endorsements to the holders of mortgages on the Family Units, if any.

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

(5) **Deductible.** The Association's Property Insurance will include a reasonable deductible as determined by the Board. Except as provided in Section A(6) below, the Owner is responsible for any repairs or expenses up to the amount of any applicable deductible for loss or damage to their Family Unit, their assigned Limited Common Elements, and the Association is responsible for all costs and other expenses pertaining to the Common Elements. If a single loss affects multiple portions of the Condominium Property, for example, one or more Family Units and the Common Elements, the repair costs and expenses not paid for by the Association's insurance proceeds are to be proportionately allocated in relation to the amount each

party's claim bears to the total amount of the claim, with the party incurring the larger share of the loss responsible for the larger share of the deductible. The Association may assess the amount of any deductible expense attributable to any Family Unit(s) in accordance with this Item 15.

(6) Responsibility for Damage.

(a) Association. The Association's liability is limited to losses or damages resulting from its negligence or intentional act. If any loss or repair is due to the Association's negligence or intentional act, then, in such case, the Association is responsible for the cost of such loss or repairs, including any costs not paid due to any insurance deductible amount, to the extent not covered by any Association or Owner insurance policy.

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

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

(8) Mortgagee and Other Additional Insurance Requirements. Notwithstanding anything to the contrary anywhere in this Item 15, the Board has the full right and authority, but not the obligation, to purchase Property Insurance, or any other insurance policy or endorsement, that includes any and all such terms, conditions, or requirements, as the Board determines is in the Association's best interest and is necessary to comply with any requirements of the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the designees, successors, or assigns, or any other financial institution or government agency. If the Association provides, as the Board so decides, any additional insurance coverage beyond the minimum requirements contained in Section A(1)(a)

above, for less than all the Owners, the Association may levy a special assessment against only those Owners so requiring such additional insurance in an amount to be determined by the Board.

(9) Additional Endorsements. The Association's Property Insurance policy is to include, as the Board so determines is reasonable from time to time, a "Building Ordinance" or "Law Coverage" Endorsement or their present day equivalent, a "Demolition Cost Endorsement" or its present day equivalent, an "Increased Cost of Construction Endorsement" or its present day equivalent, and such other endorsements as the Board so decides on.

B. Owner Insurance. Except as is insured by the Association in accordance with Section A(1) above, each Owner will insure all portions and components of the Family Unit including:

(1) Drywall and any wall coverings, paneling, or other finishing material applied to any wall or ceiling;

(2) any finishing materials applied to the floors;

(3) all interior doors, including the frames, located within the Family Unit;

(4) all appliances, including built-in appliances, located within and serving only the Family Unit;

(5) all utility lines and components located within the Family Unit and serving only the Family Unit;

(6) all sinks, faucets, toilets, tubs, showers, and other fixtures located within the Family Unit and serving only the Family Unit;

(7) all interior cabinets and shelves;

(8) all heating, air-conditioning, and ventilating systems, fixtures, components, and lines, including the furnace and the air-conditioner compressor serving only the Family Unit wherever located on the condominium property;

(9) and, in addition, all betterments or improvements made by the Owner (or a prior Owner of the Owner's Family Unit) wherever located on the Condominium Property.

Each Owner will also carry insurance on their Family Unit and the Family Unit's Limited Common Elements up to the amount of the Association's Property Insurance deductible for any components of the Family Unit or Family Unit's Limited Common Elements (or both) that the Association insures, including the perimeter doors and windows. The property insurance carried by each Owner will insure against loss by fire and other hazards and perils now or hereafter embraced by a special form policy with a maximum deductible of \$1,000.00 or other higher amount as the Board may from time to time determine and provide notice of to the Owners. Each Owner will file a copy of the policy(ies), or such other evidence of insurance as the Board may require, with the Association within 30 days of receipt of a request from the Association. Each Owner may further insure the personal contents of their Family Unit, as well as any other personal property, which they store elsewhere on the Condominium Property. Each Owner will also obtain insurance against liability for events arising or related to the Owner's Family Unit and Limited Common Elements.

C. Damage and Destruction.

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

(2) In the event any damage to or destruction of the Common Elements renders 50% or more of the Family Units then comprised within the Condominium Property untenable, the Owners may, by the vote of those entitled to exercise not less than 75% of the voting power, elect not to repair or restore such damaged part at a meeting that will be called within 90 days after the occurrence of the casualty. Upon such election, all of the Condominium Property will be subject to an action for sale as on partition at the suit of any Owners. In the event of any such sale or a sale of the Condominium Property after such election, by agreement of all 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, will be considered as one fund and will be distributed to all Owners in proportion to their respective percentages of interest in the Common Elements. No Owner, however, will receive any portion of their share of such proceeds until all liens and encumbrances on their Family Unit have been paid, released or discharged.

D. Restoration of Buildings.

(1) Unless Owners elect not to restore the damaged property as provided for in Section C(2) above, following the occurrence of a casualty for which insurance proceeds are recovered, the Association will use insurance proceeds received to defray the cost of repairing and reconstructing all damage to or destruction of the Common Elements and Limited Common Elements the Association insures substantially as such Elements existed immediately before the damage or destruction. However, the Board may provide for the use of such new or alternative materials as the Board reasonably determines are in the Association's best interest. Distribution or payment of Association insurance proceeds for the repair and reconstruction of any Family Unit, if any, or both, will be determined by the Board.

(2) If the cost of the repair for the damages or destruction to the Common Elements, excluding the Limited Common Elements, exceeds the amount of the insurance proceeds received, such excess may be provided for either by means of a special assessment levied by the Board against all Owners or by means of an appropriation from the reserve fund or such other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Elements, as the Board, in its sole discretion, may determine. Additional assessments may be made in a like

manner at any time during or following the completion of any repair or reconstruction.

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

(4) If the cost of the repair for the damages or destruction to the Limited Common Elements exceeds the amount any insurance proceeds the Association receives, such excess may be provided for by means of a special assessment levied by the Board against the Owner(s) having the exclusive use of such Limited Common Elements.

(5) After any damage to or destruction to components of their Family Unit and the Limited Common Elements the Owner insures, the Owner must restore their Family Unit and the Limited Common Elements, including utilities within the bounds of the Family Unit, at the Owner's sole expense, to such minimum standards as the Board may at any time or from time to time, in its sole discretion, establish and will complete such restoration within eight months after the damage or destruction or such sooner time as the Board determines necessary to properly repair the Common Elements and Limited Common Elements. Minimum standards may include requiring installation of drywall finished with at least one coat of primer, basic floor coverings, and utility lines, ducts, vents, and related fixtures, and equipment.

E. Liability Insurance and Other Insurance Coverage.

(1) The Association must insure itself, the Board, the Owners, and Occupants against liability for personal or bodily injury, disease, illness, or death and for injury to or destruction of property occurring on, in or about, or arising from or relating to the Common Elements, excluding the Limited Common Elements, including water damage, legal liability, hired automobile, non-owner automobile, and off-premises employee coverage, such insurance to afford protection to a limit of not less than \$2,000,000.00 in respect to personal or bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than \$2,000,000.00 in respect to

any one occurrence, and to the limit of not less than \$2,000,000.00 in respect to damage to or destruction of property arising out of any one accident. All liability insurance will contain cross-liability endorsements to cover liabilities of the Owners as a group to an Owner. In the event the insurance effected by the Association on behalf of the Owners and Occupants against liability for personal or bodily injury or property damage arising from or relating to the Common Elements will, for any reason, not fully cover any such liability, the amount of any deficit will be a Common Expense to the Owners, and any Owner who paid all or any portion of such deficiency in an amount exceeding their proportionate share thereof based on their percentage of interest in the Common Elements will have a right of contribution for the other Owners according to their respective percentages of interest in the Common Elements. Such policy will not insure against liability for personal or bodily injury or property damage arising out of or relating to the individual Units.

(2) The Association must carry worker's compensation insurance as required by law.

(3) The Association must carry fidelity coverage against dishonest acts of person(s) handling Association funds.

(4) The Association may carry such other insurance as the Board may determine, including, errors and omissions insurance and liability insurance for Board members.

F. Subrogation. Each Owner and Occupant, as a condition of accepting title and possession, or either one of such, of a Unit and the Association agree that, in the event any part(s) of the Condominium Property or the fixtures or personal property of anyone located in or on the Condominium Property are damaged or destroyed by fire or other casualty that is covered by insurance of any Owner, Occupant, or the Association, and the lessees of any one of them, as provided for in this Item 15, the rights of recover and subrogation, if any of any party or their respective insurance company, against the other or against the employees, agents, licensees or invitees of any party, with respect to such damage or destruction and with respect to any loss resulting therefrom are permitted to be subrogated as to the extent of the insurance proceeds actually recovered unless any lender of financing for the purchase or re-financing of a Family Unit does not permit such Subrogation. In that instance, Subrogation as described above, is waived.

16. Rehabilitation and Renewal:

The Association, with the consent of Unit owners entitled to exercise not less than 75% of the voting power of Unit owners, and the consent of eligible holders of first mortgages on Units to which at least 51% of the votes of Units subject to mortgages held by eligible holders of mortgages appertain, may determine that the Condominium is obsolete in whole or in part and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense.

17. Condemnation:

If there is a taking by condemnation or eminent domain (or a sale in lieu thereof) or all or a part of the Common Elements, the award for such taking shall be made payable to the Association and be applied by it to the repair, restoration or reconstruction of the Common Elements in the same manner as if there had been a damage or destruction of the Common Elements. However, the owners of Units entitled to exercise not less than 75% of the voting power may elect not to repair, reconstruct or restore such Common Elements, in the event of which election the net proceeds of any such award are to be distributed to the owners of Units in proportion to their respective interests in the Common Elements, but no owner of a Unit may receive any portion of his share of said award until all liens and encumbrances on his Unit have been paid, released or discharged.

18. Remedies for Breach of Covenants and Regulations:

A. Abatement and Enjoinment.

The violation of any restriction or condition or regulation adopted by the Board of Directors of the Association or the breach of any covenant or provision contained in this Declaration or in the Bylaws of the Association attached hereto as Exhibit D, shall give the Board of Directors, in addition to the rights hereinafter set forth in this Item, the right:

(1) To enter upon the land or Family unit or portion thereof upon which, or as to which, such violation of breach exists, and summarily to abate and remove, at the expense of the defaulting owner, any structure, thing or

condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration and the Bylaws of the Association; and the Board of Directors, or its agents, shall not be thereby deemed guilty in any manner or trespass; or

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

B. Involuntary Sale.

If any owner, (either by his own conduct or by the conduct of any other occupant of his Family Unit), shall violate any of the covenants or restrictions or provisions of the general law, this Declaration or the Bylaws of the Association attached hereto as Exhibit D, or the regulations adopted by the Board of Directors of the Association, and such violation shall continue for 30 days after notice in writing from the Board of Directors, or shall occur repeatedly during any 30-day period after written notice or request from the Board of Directors to cure such violation, then the Board of Directors shall have the power to issue to the defaulting owner a 10-days' notice in writing to terminate the rights of said defaulting owner to continue as an owner and to continue to occupy, use or control his unit. Thereupon, an action in equity may be filed by the Board of Directors against the defaulting owner 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, the action may pray for a decree declaring the termination of the defaulting owner's right to occupy, use, or control the Family Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the owner in the property be sold, (subject to the lien of any existing mortgage), at a judicial sale, upon such notice and terms as the court shall establish; provided, that the Court shall enjoin and restrain the defaulting owner directly or indirectly from reacquiring his interest at such judicial sale. The Association, however, may acquire said interest at such judicial sale. The proceeds of any such judicial sale shall first be applied to discharge any properly assessed Federal tax liens, then to discharge any properly assessed state and local tax liens, and then to discharge the court costs, and the duly allowed expenses of the foreclosure or other judicial proceeding in question which the Court shall have ordered taxed as costs. The lien of a duly executed and recorded first mortgage shall then be next in order of priority, and shall be paid in full as such out of the remaining proceeds of sale, before any payment or distributions are made to any other parties.

Any balance of proceeds, after the payment and satisfaction of the first mortgage and of any valid liens inferior or subordinate thereto, may then be paid to the owner. Upon the confirmation of such sale, the purchaser thereafter shall thereupon be entitled to a deed to the Family Unit ownership, and to immediate possession of the Family Unit sold, and may apply to the Court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration.

C. Cost of Enforcement.

If any unit owner (either by his conduct or by the conduct of any occupant of his unit) shall violate any provisions in this Declaration or in the Bylaws or any rules adopted, said unit owner shall pay to the Association, in addition to any other sums due, all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule, including attorney fees and court costs.

D. Cost of Collection.

A delinquent unit owner shall also be liable for any and all costs incurred by the Association in connection with the collection of the delinquent owner's account, including reasonable attorney fees, recording costs, title reports and/or court costs.

E. Enforcement Assessments.

In accordance with Ohio Revised Code Section 5311.081(B)(12), the Board shall have the authority to impose interest and administrative late fees for the late payment of Assessments; impose returned check charges; and, in accordance with the procedure outlined in Ohio Revised Code Section 5311.081(C)(1), impose reasonable enforcement Assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements.

19. Sale of a Unit:

The Association has no right of first refusal with respect to the purchase or lease of a Unit, and a Unit Owner is able to transfer their Unit freely by sale or gift. However, prior to the transfer of title of a Unit, the Unit Owner of such Unit must

submit to the Association: (a) the new Unit Owner's name and address, and (b) a written verification that the new Unit Owner has received a set of governing documents, including the Declaration, Bylaws, and rules of the Association (a set may be obtained from the Association at a nominal charge). This information is intended in part to provide the Association with an opportunity to verify that the Unit's assessments for common expenses are current.

20. Miscellaneous Provisions:

A. Each grantee of Beachwood Villas Condominium, 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 insure to the benefit of such owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

B. Upon the removal of the Condominium Property from the provisions of Chapter 5311, Revised Code, all easements, covenants, and other rights, benefits, privileges, impositions and obligations declared herein to run with the land or any unit shall terminate and be of no further force nor effect.

C. 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.

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

E. That so long as the present owners of Beachwood Villas Condominium, or their heirs, administrators, devisees, successors and assigns, own one or more of the Family Units established and described herein, said present owner of Units in

Beachwood Villas Condominium, or their heirs, administrators, devisees, successors and assigns, shall be subject to the provisions of this Declaration, and of Exhibit D attached hereto; and said present owner covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the property or other right assigned to the Association by reason of the establishment of the condominium.

F. Neither the present owners of Beachwood Villas Condominium nor their heirs, administrators, devisees, successors or assigns, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority granted or delegated to it by or pursuant to this Declaration or the Bylaws attached hereto as Exhibit D or by the present owner of one or more Units in Beachwood Villas Condominium, either in the capacity of developer, contractor, owner, director or seller of the Condominium Property, whether or not such claim (1) shall be asserted by any Family Unit Owner, occupant, the Association, or by any person or entity claiming through any of them; or (2) shall be on account of injury to persons or damage to or loss of property wherever located and however caused; or (3) shall arise ex contractu or (except in the case of gross negligence) ex delictu. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair, or containing any patent or latent defects, or by reason of any act or neglect of any Family Unit owner, occupant, the Association, and their respective agents, employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.).

G. Removal from Condominium Ownership. The Family Unit owners, by the affirmative vote of not less than 80% of the voting power, may elect to remove the Condominium Property from the provisions of Chapter 5311, Ohio Revised Code. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Condominium Property, shall be paid, released, or discharged, and a certificate setting forth that such election was made shall be filed with the Recorder of Erie County, Ohio, and by him recorded. Such certificate 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 Elements, 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.

H. The heading to each item and to each Section hereof is inserted only as a matter of convenience and for reference and in no way defines, limits or describes the scope or intent of this Declaration, nor in any way affects this Declaration.

I. 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.

J. Only Family Unit Owners shall be eligible to sublease a marina slip.

The marina committee shall adopt a standard sublease agreement which shall be used for the subletting of all marina slips. Within 10 days of execution of the sublease, a copy of the sublease shall be forwarded for filing with the marina committee.

Family Unit Owners who have subleased marina slips shall also have the right to sublease the same provided that such further sublease shall be for periods of not less than 30 days nor more than 1 boating season and provided further that such further sublease shall be limited to Family Unit Owners in Beachwood Villas Condominium.

A marina slip sublessee shall have the right to assign and transfer his or her interest in the sublease to an assignee who is a Family Unit Owner. If a Family Unit Owner sells or transfers his or her condominium unit, the Family Unit Owner shall not be able to continue to sublease a marina slip.

For watercraft to be eligible to dock within the marina, the watercraft must be titled or registered in the name of the Family Unit Owner and the title or registration shall establish that the Family Unit Owner own 100% of the watercraft. The Family Unit Owner shall be the primary operator of his or her watercraft or be present during the operation of the watercraft. The marina committee may adopt rules and regulations as to the use and operation of the watercraft within the marina.

All marina sublessees shall provide proof of general liability insurance coverage to the marina committee. The amount of insurance coverage shall be determined by the marina committee, based on marina industry standards.

Provided, however, such further subleasing as herein provided shall conform to all applicable zoning or other governmental rules and regulations.

EXHIBIT A

SITE PLAN

See Item 1 in the Declaration of Condominium Ownership for Beachwood Villas Condominium ("Declaration") recorded at Erie County Records Volume 518, Page 1043 et seq., on July 9, 1985.

See Exhibit A of the Declaration recorded at Erie County Records Volume 518, Page 1043 et seq., on July 9, 1985.

EXHIBIT B

BEACHWOOD VILLAS CONDOMINIUM

BUILDING 4

See Exhibit B of the Declaration of Condominium Ownership for Beachwood Villas Condominium ("Declaration") recorded at Erie County Records Volume 518, Page 1043 et seq., on July 9, 1985.

EXHIBIT C

ADDITIONAL LAND

See Exhibit C of the Declaration of Condominium Ownership for Beachwood Villas Condominium ("Declaration") recorded at Erie County Records Volume 518, Page 1043 et seq., on July 9, 1985.

See the Amendment to the Declaration recorded at Erie County Records Volume 526, Page 879 et seq., on July 2, 1986.

See the Second Amendment to the Declaration recorded at Erie County Records Volume 530, Page 863 et seq., on December 5, 1986.

See the Fourth Amendment to the Declaration recorded at Erie County Records Volume 530, Page 972 et seq., on December 5, 1986.

See the Fifth Amendment to the Declaration recorded at Erie County Records Volume 538, Page 783 et seq., on November 5, 1987.

See the Sixth Amendment to the Declaration recorded at Erie County Records Volume 543, Page 468 et seq., on May 18, 1988.

See the Ninth Amendment to the Declaration recorded at Erie County Records Volume 556, Page 01 et seq., on September 14, 1989.

EXHIBIT D

AMENDED AND RESTATED

BYLAWS

OF

BEACHWOOD VILLAS CONDOMINIUM OWNERS' ASSOCIATION, INC.

AMENDED AND RESTATED
BYLAWS OF BEACHWOOD VILLAS CONDOMINIUM
OWNERS' ASSOCIATION, INC.

The within Bylaws are executed and attached to the Declaration of Beachwood Villas Condominium pursuant to Chapter 5311, Ohio Revised Code. Their purpose is to provide for the establishment of a Unit Owners Association for the government of the Condominium Property in the manner provided by the Declaration and by these Bylaws. All present or future owners or tenants or their employees of Units created by said Declaration of Beachwood Villas Condominium, or of any additional property added thereto, or any other person who might use the facilities of the Condominium Property in any manner shall be subject to the covenants, provisions or regulations contained in the Declaration and these Bylaws and shall be subject to any restrictions, conditions or regulations hereafter adopted by the Board of Directors of the Association. The mere acquisition or rental of any of the Family Units (hereinafter referred to as units) located within the Condominium Property described in the Declaration, or within any additional property added thereto, or the mere act of occupancy of any of the units will constitute acceptance of and ratification of the Declaration and of these Bylaws.

ARTICLE I

THE ASSOCIATION

Section 1. Name and Nature of Association.

The Association shall be an Ohio corporation not for profit and shall be called Beachwood Villas Condominium Owners' Association, Inc.

Section 2. Membership.

Each unit owner, 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, at which time the new owner of such unit shall automatically become a member of the Association.

Section 3. Voting Rights.

Each member owning the entire Ownership interest in a Unit shall be entitled to exercise that percentage of the total voting power of the Association which is equivalent to the percentage of interest of such member's Unit in the Common Elements as set forth in the Declaration. If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in the Ownership interest in a Unit, each shall be entitled to exercise such proportion of the voting power for such Unit as shall be equivalent to such person's proportionate interest in the Ownership interest of such 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 Directors of the Association and shall be revocable at any time by actual notice to the Board of Directors by the member or members making such designation. Notice to the Board of Directors in writing or in open meeting of the revocation of the designation of a 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 Directors, the consideration of reports to be laid before such meeting, and the transaction 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 or elsewhere as may be designated by the Board of Directors 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 Directors and specified in the notice of the meeting. The first annual meeting of members of the Association shall be held when 75% of the units are sold or on January 20, 1985, whichever shall first occur. The Annual Meeting shall be held in the second quarter of each year.

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 Directors of the Association or by members entitled to cast at least 5 of the votes 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 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 7 or more than 60 days after the receipt of such request as such officer may fix. If such notice is not given within 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 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.

C. Notice of Meetings.

Not less than 7 nor more than 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 Bylaws to give such notice. The notice shall be given by personal delivery or by mail or by delivery in hand, 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 record of the Association. Notice of the time, place and purpose 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 of notice of such meeting.

D. 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 authorized or

taken by a lesser percentage than required by law, by the Declaration or by these Bylaws. The members of the 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.

E. 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 Directors;
- (8) Unfinished and/or old business;
- (9) New business;
- (10) Adjournment.

F. Actions without a Meeting.

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

ARTICLE II

BOARD OF DIRECTORS

Section 1. Number and Qualifications.

The Board of Directors shall consist of 5 persons each of whom must be an owner of a unit or the spouse of a unit owner. In the case of a Corporate unit owner the Corporation's representative shall be eligible to serve.

Section 2. Election of Directors; Vacancies.

The required Directors shall be elected at each annual meeting of members of the Association. Only persons nominated as candidates shall be eligible for election as Directors 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 Directors, however caused. The remaining Directors, however, though less than a majority of the authorized number of Directors, may, by the vote of a majority of their number, fill any vacancy for the unexpired term.

Section 3. Term of Office; Resignations.

Each Director shall hold office until the next annual meeting of the members of the Association and until his successor is elected, or until his earlier resignation, removal from office or death. Any Director may resign at any time, by oral statement to that effect made at a meeting of the Board of Directors, 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 Director may specify. Members of the Board of Directors shall serve without compensation. At the first annual meeting of the members of the Association, the term of office of these Directors shall be fixed so that one such term will expire 1 year from the date of the first annual meeting of members of the Association and the term of office of the remaining two Directors shall be fixed so that such term will expire 1 year from the date of the first annual meeting of members of the Association and the term of office of the remaining two Directors shall be fixed so that such term will expire 2 years from the date of the first annual meeting. At the expiration of such initial term of office of each respective Director, his successor shall be elected to serve for a term of 2 years.

Section 4. Organization Meeting.

Immediately after each annual meeting of members of the Association the newly elected Directors and those Directors 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 given.

Section 5. Regular Meetings.

Regular meetings of the Board of Directors may be held at such times and places as shall be determined by a majority of the Directors, but at least 4 such meetings shall be held during each fiscal year. In accordance with Ohio Revised Code Section 5311.08(A)(4)(a), any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to every other Board member.

Section 6. Special Meetings.

Special meetings of the Board of Directors may be held at any time upon call by the President or any 2 Directors. Written notice of the time and place of each such meeting shall be given to each Director either by personal delivery or by mail, telegram or telephone at least 2 days before the meeting, which notice need not specify the purpose of the meeting; provided, however, that attendance of any Director at any such meeting without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by him of notice of such meeting, and such notice may be waived in writing either before or after the holding of such meeting by any Director, 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 organization, regular or special meeting.

Section 7. Quorum; Adjournment.

A quorum of the Board of Directors shall consist of a majority of the Directors then in office; provided that a majority of the Directors 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 Directors 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 of these Bylaws.

Section 8. Removal of Directors.

At any regular or special meeting of members of the Association duly called at which a quorum shall be present, anyone or more of the Directors, except the Director, if any, acting as a representative of a lending institution, may be removed with or without cause by the unanimous vote of the voting power of the Association, and a successor or successors to such Director or Directors so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Director whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

Section 9. Fidelity Bonds.

The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association, and shall be a common expense.

Section 10. Family Unit Master Key.

The Board of Directors shall retain a Master Key which will provide access to all Family Units. Such Master Key shall not be used to gain access to a Family Unit except in the following instances:

1. For any purpose authorized by the Declaration, these Bylaws and the Rules and Regulations adopted hereunder, or
2. For the protection of life and/or property.

Section 11. Powers and Duties.

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

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

B. Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Owners and relates to matters affecting the Condominium Property;

C. Enter into contracts and incur liabilities relating to the operation of the Condominium Property;

D. Adopt rules that regulate the use or occupancy of Family Units, the maintenance, repair, replacement, modification, and appearance of Family Units, Common Elements, and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Family Units;

E. Grant easements, leases, licenses, and concessions through or over the Common Elements;

F. Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Owners;

G. Enter a Family Unit for bona fide purposes when conditions exist that involve imminent risk of damage or harm to Common Elements, another Family Unit, or to the health or safety of the occupants of that Family Unit or another Family Unit;

H. Purchase insurance and fidelity bonds the Board considered appropriate or necessary; and

I. Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

Section 12. Indemnification of Board Members and Officers.

The Association shall indemnify any member of the Board of Directors or officer of the Association or any former Board member or officer of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he/she is or may be made a party by reason of being or having been such Board member or officer of the Association, provided it is determined in the manner hereinafter set forth that (1) such Board member or officer of the Association was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association; (2) such Board member or officer acted in good faith in what he/she reasonably believed to be in, or not opposed to, the best interest of the Association; (3) in any criminal action, suit or proceeding, such Board member or officer had no reasonable cause to believe that his/her conduct was unlawful; and (4) in case of settlement, the amount paid in the settlement was reasonable.

The determination hereinabove required shall be made by written opinion of independent legal counsel chosen by the Board. Notwithstanding the opinion of legal counsel, to the extent that a Board member or officer has been successful in defense of any action, suit or proceeding, or in the defense of any claim, issue or matter, he/she shall, in that event, be indemnified as set forth herein.

A. **Advance of Expenses.** Funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding may be advanced by the Association prior to the final disposition thereof upon receipt of a request to repay such amounts.

B. **Indemnification Not Exclusive; Insurance.** The indemnification provided for in this Article shall not be exclusive, but shall be in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1702.12(e) of the Ohio Revised Code, or otherwise. The Association shall purchase and maintain insurance on behalf of any person who is or was a Board member or officer of the Association against any liability asserted against him/her or incurred

by him/her in such capacity or arising out of his/her status as a Board member or officer of the Association.

C. Indemnification by Owners. The Board members and officers of the Association shall not be personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Owners shall indemnify, defend, and hold harmless each of the Board members and officers of the Association against all contractual liabilities to third parties arising out of contracts made on behalf of the Association, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Every agreement made by any Board member or officer of the Association shall provide that such Board member or officer of the Association is acting only as a representative of the Association and shall have no personal liability thereunder (except as an Owner).

D. Cost of Indemnification. Any sum paid or advanced by the Association under this Article shall constitute a Common Expense. The Board shall have the power and the responsibility to raise, by special assessment or otherwise, any sums required to discharge the Association's obligations under this Article; provided, however, that the liability of any Owner arising out of the contract made by any Board member or officer of the Association, or out of the aforesaid indemnity in favor of such Board member or officer of the Association, shall be limited to such proportion of the total liability hereunder as said Owner's pro rata share bears to the total percentage interest of all the Owners as Members of the Association.

ARTICLE III

OFFICERS

Section 1. Election and Designation of Officers.

The Board of Directors shall elect a President, a Vice-President and a Secretary-Treasurer, each of whom shall be a member of the Board of Directors. The Board of Directors may also appoint a Manager, an Assistant Treasurer, an Assistant Secretary and such other officers or agents as in their judgment may be necessary, who are not members of the Board of Directors but who are 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 Directors and until their successors are elected, except in the case of resignation, removal from office or death. The Board of Directors may remove any officer at any time with or without cause by a majority vote of the Director then in office. Any vacancy in any office may be filled by the Board of Directors.

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 Directors. Subject to directions of the Board of Directors, 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 Directors or otherwise provided in the Declaration or in these Bylaws.

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 Directors.

Section 5. Secretary-Treasurer.

The Secretary-Treasurer shall keep the minutes of meetings of the members of the Association and of the Board of Directors. He shall keep such books as may be required by the Board of Directors, shall give notices of meetings of members of the Association and of the Board of Directors required by law, or by these Bylaws or otherwise, and shall have such further authority and shall perform such other duties as may be determined by the Board of Directors.

In addition, the Secretary-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 Directors. He shall keep accurate financial accounts and hold the same open for the inspection and examination of the

Directors and shall have such authority and shall perform such other duties as may be determined by the Board of Directors.

Section 6. Other Officers.

The Assistant Secretaries and Assistant Treasurer, if any, and any other officers whom the Board of Directors may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board of Directors.

Section 7. Delegation of Authority and Duties.

The Board of Directors 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

GENERAL POWERS OF THE ASSOCIATION

Section 1. Payments from Maintenance Funds.

The Association, for the benefit of all the owners, shall acquire, and shall pay for 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 service for the Common Elements, 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 share of such expenses as shall be determined by the Board of Directors of the Association. The Association reserves the right to levy additional assessments against any owner to reimburse it for excessive use, as shall be determined by the Board of Directors, by such owner of any utility service having been charged against or to the maintenance fund.

B. Casualty Insurance.

The premium upon a policy or policies for the Common Elements 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 Elements, and their invitees, or tenants, incident to the ownership and/or use of the Common Elements, as provided in the Declaration, the limits of which policy shall be reviewed annually.

D. Workmen's Compensation.

The costs of workmen's compensation insurance to the extent necessary to comply with any applicable law.

E. 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 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 Bylaws and the organization, operation and enforcement of the rights of the Association.

F. Care of Common Elements.

The cost of gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacements of the Common Elements (but not including the units or the Limited Common Elements which the owner shall paint, clean, decorate, maintain and repair), the painting, cleaning, treating and decorating of the exterior surfaces of any buildings in the Common Elements and all surfaces of the drives and parking areas, shore and beach preservation, piers and

groins, garages, storage areas and recreational facilities situated on the Common Elements and such furnishings and equipment for the Common Elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Elements.

G. Certain Maintenance of Units.

The cost of maintenance and repair of any unit or Limited Common Elements if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Elements, 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 said maintenance or repair delivered by the Association to said owner or owners, provided that the Association shall levy special assessment against such unit owner for the cost of said maintenance or repair.

H. Discharge of Mechanics' Lien.

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; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where 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.

I. Additional Expenses.

The Association shall have the power to acquire and pay for such materials, supplies, furniture, labor, services and other expenses which the Board of Directors (by a majority vote) shall deem necessary and proper for the maintenance and operation of the Condominium Property as a first class condominium project.

J. Limitation on Annual Maintenance Expense.

Notwithstanding Paragraphs A through I above of this Article IV, Section 1, the Directors shall not incur annual expenditures with respect to any unit for the

items listed in Article IV, Sections A through I in excess of \$2,000.00 multiplied by the “unit factor” for that unit. The “unit factor” of a unit is equal to the percentage of voting power for that unit. This limitation on expense may be waived by the members as provided in Bylaws Article VI, Section 8 and shall be adjusted as provided in Bylaws Article VI, Section 9.

Section 2. Expenses for Which Assessments May Be Made.

The Association shall have the power to acquire and pay for such labor and materials necessary to complete improvements, replacements and/or repairs, the purpose of which is to improve, replace, repair and/or restore such portions of the Common Elements as determined necessary by a majority vote of the members of the Board of Directors. Notwithstanding the foregoing, annual assessments for the expenses set forth in this Section 2 with respect to any unit shall not exceed \$2,000.00 multiplied by the unit factor for that unit. This limitation on annual assessments may be waived by the members as provided in Bylaws Article VI, Section 8 and shall be adjusted as provided in Bylaws Article VI, Section 9. This power to assess is in addition to the power to incur annual expenditures for the items listed in Article IV, Sections A through I.

Section 3. Rules and Regulations.

The Association, by 3/4th vote 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 Bylaws 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 Bylaws, the rules and regulations of the Declaration and of these Bylaws shall govern.

Section 4. No Active Business to be Conducted for Profits.

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 5. 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 apply for the same, including, without limitation, cleaning, repair, maintenance of units and provisions of special recreational, educational or medical facilities.

In accordance with Ohio Revised Code Section 5311.081(B)(15), the Board may impose reasonable charges to the Owner for providing copies of the Declaration, Bylaws or amendments thereto as well as reasonable charges for the handling of re-financing and/or resale documentation, and/or statements of unpaid Assessments.

Section 6. Garage Space and Storage Areas.

The Association, through its Board of Directors, shall designate to each Family Unit owner 1 garage space and 1 storage area within the building in which said Family Unit is located, except for Family Unit 232. Family Unit 232 will be permanently assigned a parking space in Building 4. Currently the parking space is the second space from the southwest corner of Building 4 and is designated as parking space number "232". A one-time financial consideration will be provided to the current Owner of record of Family Unit 232 at the time this amendment was recorded with the Erie County Recorder's Office on June 10, 2013 at RN 201306104, for the assignment of such parking space. North Side Owners will be assessed their portion of the financial consideration for such assignment.

Section 7. Delegation of Duties.

Nothing herein contained shall be construed so as to preclude the Association, through its Board of Directors and officers, from delegating to persons, firms or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Association as the Directors of the Association from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

Section 8. 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 provisions of the Declaration and these Bylaws, shall be resolved in favor of the Declaration and these Bylaws, and any inconsistencies between any statute applicable to associations formed to administer property subject 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 Bylaws 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 in the Articles of Bylaws as will remove such conflicts or inconsistencies.

Section 9. Care of Marina Limited Common Element.

The Association shall delegate to a Marina Committee the responsibility for the operation and maintenance of the marina. Said committee shall be composed of and selected by sublessees of water slips and it may set up its own organization and rules and regulations including making provision for the operation and maintenance of the marina, the determination and allocation of the costs and expenses among the sublessees of water slips and the collection of assessments pursuant thereto. Each sublessee of a water slip shall be obligated to pay his proportionate share. If a sublessee who is a Family Unit Owner is in default in the payment of a charge or assessment for 30 days, the committee may certify the same to the Board of Directors which Board may take such action to enforce collection thereof or to foreclose the lien therefor as is provided in these Bylaws for the collection of an assessment against any Family Unit Owner.

ARTICLE V

DETERMINATION AND PAYMENT OF ASSESSMENTS

Section 1. Obligation of Owner to Pay Assessments.

It shall be the duty of every unit owner to pay his proportionate share of the expenses of administration, maintenance and repair of the Common Elements and of the other expenses provided herein. Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Elements as set forth in the Declaration. Payment thereof, shall be in such amounts and at such times as

may be determined by the Board of Directors of the Association, as hereinafter provided.

The Association shall have the power to annually assess each Family Unit Owner up to \$2,000.00 multiplied by the unit factor for that Family Unit Owner's unit for improvements, replacements and/or repairs, the purpose of which is to improve, replace, repair and/or restore such portions of the Common Elements as determined necessary by a majority vote of the members of the Board of Directors. This limitation on annual assessments may be waived by the members as provided in Bylaws Article VI, Section 8 and shall be adjusted as provided in Bylaws Article VI, Section 9.

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 Elements as set forth in the Declaration. On or before January 1st of the ensuing year, and the 1st day of each and every month of said year, each owner shall be obligated to pay to the Association or as it may direct 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 incurred in the preceding calendar year, 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 amount accumulated in excess of the amount required for actual expenses and reserves shall be accrued according to each owner's percentage of ownership in the Common Elements and applied to the next monthly installments due from owners under the current year's estimate, until exhausted; and any net shortage shall be added according to each owner's percentage of ownership in the Common Elements to the installments due in the succeeding 6 months after rendering of the accounting.

Provided, however, in the event Town Homes, consisting of buildings containing duplex and triplex units, are constructed on additional land and

submitted to condominium ownership, which land is located South of Cleveland Road, the basis of allocation of common profits and expenses shall be separately determined in the case of Town Homes unit owners, to reflect the cost of maintenance and repair of those Common Elements South of Cleveland Road uniquely beneficial to Town Homes unit owners and the cost of maintenance and repairs of those Common Elements on the North side and South side of Cleveland Road which are shared by all Beachwood Villas Condominium owners and are equally available to all unit owners. Such shared facilities shall include the beach, pool(s), tennis court, all commonly shared access ways to the beach, and the pedestrian overhead bridge, if constructed. Contributions, as prescribed in the budget, to the reserve for future repairs and replacements and a Contingency Fund shall be separately determined on the same basis. All such determinations shall be made by the Beachwood Villas Condominium Owners' Association, Inc., in accordance with the Bylaws of such Association.

Provided, further, that in the event a marina development designated as Limited Common Elements is constructed and submitted to condominium ownership and use, which development may include, in part, the assignment of a leasehold interest in submerged land, the basis of allocation of common profits and expenses shall be separately determined and the sublessees of water slips shall be responsible for the maintenance, operation, repair, upkeep, insurance, taxes, and lease or rental fees due the State of Ohio, and any and all other expense incident to or connected with such marina, and for meeting and being in compliance with all governmental permit requirements.

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

Section 3. Reserve for Contingencies and Replacement.

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 said "estimated cash requirement" proved inadequate for any reason, including nonpayment of any owner's assessment, the same shall be assessed to the owners according to each owner's percentage of ownership in the Common Elements. The Association shall serve notice of such further assessment on all owners by a statement in writing giving the amount and reason therefor, and

such further assessment shall become effective with the first monthly maintenance payment which occurs more than 10 days after the delivery or mailing of said notice of further assessment. All owners shall be obligated to pay the adjusted monthly amount.

Section 4. Annual Budget.

When the first Board of Directors elected hereunder takes office, the Association shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing 30 days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the owners during said 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, when 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 month maintenance payment which occurs more than 10 days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 6. Books and Records of Association.

The Association shall keep full and correct books of account and the same shall be open for inspection by any owner or any representative of an owner duly authorized in writing, at any reasonable time and upon request by an owner. Upon 10 days' notice to the Board of Directors and upon payment of a reasonable fee, any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

Section 7. 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 reflected delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the owners in the proportion to each owner's percentage of ownership in the Common Elements as provided in the Declaration.

Section 8. Annual Audit.

The books of the Association will be audited once a year by the Board of Directors, and such audit will be completed prior to each annual meeting. If requested by 2 members of the Board of Directors, such audit will be made by a Certified Public Accountant. In addition and at any time upon the request of the owners of 5 or more units, the Board of Directors will cause an additional audit to be made.

Section 9. Remedies for Failure to Pay Assessments.

If an owner is in default in the monthly payment of the aforesaid charges, or assessments for 30 days, the members of the Board of Directors 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. 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 interests, costs and fees as above provided, shall be a lien or charge against the unit ownership or the owner involved when payable, and may be foreclosed by an action brought in the name of the Board of Directors as in the case of foreclosure of liens against real estate, as provided in the Declaration. Provided, however, that no lien so originating shall be construed to disturb the priority and standing of any previously executed or created mortgage or lien of record. As provided in the Declaration, the members of the Board of Directors and their successors in office acting on behalf of the other unit owners, shall have the power to bid in 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 Directors setting forth the unpaid common expenses with respect to the unit covered by his encumbrance and such request shall be complied with within 20 days. 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 be subrogated to the right of the Board of Directors to constitute such expenses a lien and to enforce it as hereinabove provided.

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

Section 10. Security Deposits from Certain Owners.

If in the judgment of the Board of Directors the equity interest of any owner (whether the original owner or a subsequent purchaser or transferee) in his unit at any time is not sufficient to assure realization (whether by foreclosure of the lien referred to in Section 9 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 unit under consideration, will equal 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 R. C. or any covenants, 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 any and all other remedies provided for in Chapter 5311 R. C., the Declaration or these Bylaws. Upon any sale by such owner of his unit, or at such time as such owner's equity in his 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. The Association shall have the right to maintain all security deposits 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. The Association's obligation to pay interest on any security deposit shall be limited to the amount of any interest actually earned by the Association on such security deposit. Said security deposit shall at all times be subject and subordinate to the lien referred to in the Declaration and Section 9 above and all rights thereto shall inure to the benefit of the lienor.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Copies of Notice to Mortgage Lenders.

Upon written request to the Board of Directors, the holder of any duly recorded mortgage or trust deed against any unit ownership shall be given a copy of any and all notices permitted or required by the Declaration or these Bylaws to be given to the owner or owners whose unit ownership is subject to such mortgage or trust deed.

Section 2. Service of Notices on the Board of Directors.

Notices required to be given to the Board of Directors or to the Association may be delivered to any member of the Board of Directors or officer of the Association either personally or by mail addressed to such member or officer at his unit.

Section 3. 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 4. Non-Waiver Covenants.

No covenants, restrictions, conditions, obligations, or provisions contained in the Declaration or these Bylaws 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 5. Agreements Binding.

All agreements and determinations lawfully made by the Association in accordance with the procedure established in the Declaration and these Bylaws shall be deemed to be binding on all unit owners, their successors, heirs and assigns.

Section 6. Notices of Mortgages.

Any owner who mortgages his unit shall notify the Association, in such manner as the Association may direct, of the name and address of his mortgagee and thereafter shall notify the Association of the full payment, cancellation or other alteration in the status of such mortgage. The Association shall maintain such information in a book entitled "Mortgages of Units".

Section 7. Severability.

The invalidity of any covenants, restrictions, condition, limitation or any other provisions of these Bylaws, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these Bylaws.

Section 8. Waiver of Limitations.

Notwithstanding the quorum requirements set forth in Article I, Section 5, D, of the Bylaws, any of the monetary limitations set forth in Bylaws Article IV, Section 1, Paragraph J, Bylaws Article IV, Section 2, and Bylaws Article V, Section 1 may be waived by the affirmative vote of the majority of the members attending a meeting called for the purpose of voting on whether to waive any such limitation. With respect to any such meeting, not less than 7 and no more than 60 days before the day fixed for such meeting, the Secretary shall specify by written notice the time, place and purpose of such meeting, including the matters upon which a vote shall be taken. Such notice shall be given in the manner prescribed in Article I, Section 5, C, of the Bylaws or may be waived as prescribed therein. As in other cases, members may vote in person or by proxy.

Section 9. Adjustment.

The monetary limitations set forth in Bylaws Article IV, Section 1, Paragraph J, Bylaws Article IV, Section 2, and Bylaws Article V, Section 1 are subject to adjustment by the change in the Consumer Price Index (or such other index which may replace the Consumer Price Index) from year to year, the period from which to first adjust said amounts shall be November, 1993. For purposes of these Bylaws, the Consumer Price Index shall mean the Consumer Price Index for all Urban Consumers U.S. City Average: All Items Series A (1982-1984 = 100).

EXHIBIT E

DRAWINGS

See Exhibit E of the Declaration of Condominium Ownership for Beachwood Villas Condominium ("Declaration") recorded at Erie County Records Volume 518, Page 1043 et seq., on July 9, 1985.

See Exhibit 3C of the Amendment to the Declaration recorded at Erie County Records Volume 526, Page 879 et seq., on July 2, 1986.

See Exhibit 4-B of the Fourth Amendment to the Declaration recorded at Erie County Records Volume 530, Page 972 et seq., on December 5, 1986.

See Exhibit 5-D of the Fifth Amendment to the Declaration recorded at Erie County Records Volume 538, Page 783 et seq., on November 5, 1987.

See Exhibit 9-K of the Ninth Amendment to the Declaration recorded at Erie County Records Volume 556, Page 01 et seq., on September 14, 1989.

EXHIBIT F

PERCENTAGE OF OWNERSHIP

BUILDING NO. 4

<u>UNIT</u>	<u>FLOOR PLAN</u>	<u>SQ. FT.</u>	<u>UNIT OWNERSHIP</u>
401	As	890	.743
410	A	820	.684
411	E	1,680	1.402
412	C	1,140	.951
413	D	1,250	1.043
414	D	1,250	1.043
415	C	1,140	.951
416	C	1,140	.951
417	Ds	1,280	1.068
418	A	820	.684
419	As	890	.743
402	As	890	.743
420	A	820	.684
421	E	1,680	1.402
422	C	1,140	.951
423	D	1,250	1.043
424	D	1,250	1.043
425	C	1,140	.951
426	C	1,140	.951
427	Ds	1,280	1.068
428	A	820	.684
429	As	890	.743
403	As	890	.743
430	A	820	.684
431	E	1,680	1.402
432	C	1,140	.951
433	D	1,250	1.043
434	D	1,250	1.043

BUILDING NO. 4 (continued)

435	C	1,140	.951
436	C	1,140	.951
437	Ds	1,280	1.068
438	A	820	.684
439	As	890	.743

BUILDING NO. 3

<u>UNIT</u>	<u>FLOOR PLAN</u>	<u>SQ. FT.</u>	<u>UNIT OWNERSHIP</u>
311	As	928	.774
312	A	852	.711
313	Cs	1,225	1.022
314	D	1,251	1.044
315	C	1,145	.955
316	Ds	1,276	1.065
317	A	852	.711
318	As	928	.774
321	As	928	.774
322	A	852	.711
323	Cs	1,225	1.022
324	D	1,251	1.044
325	C	1,145	.955
326	Ds	1,276	1.065
327	A	852	.711
328	As	928	.774
331	As	928	.774
332	A	852	.711
333	Cs	1,225	1.022
334	D	1,251	1.044
335	C	1,145	.955
336	Ds	1,276	1.065
337	A	852	.711
338	As	928	.774

BUILDING NO. 2

<u>UNIT</u>	<u>FLOOR PLAN</u>	<u>SQ. FT.</u>	<u>UNIT OWNERSHIP</u>
211	As	1,248	1.041
212	B	1,352	1.128
213	C	1,318	1.100
214	D	1,096	.914
215	Cs	1,424	1.188
216	B	1,352	1.128
217	A	1,172	.978
221	As	1,248	1.041
222	B	1,352	1.128
223	C	1,318	1.100
224	D	1,096	.914
225	Cs	1,424	1.188
226	B	1,352	1.128
227	A	1,172	.978
231	As	1,248	1.041
232	B	1,352	1.128
233	C	1,318	1.100
234	D	1,096	.914
235	Cs	1,424	1.188
236	B	1,352	1.128
237	A	1,172	.978
241	As	1,563	1.304
242	B	1,774	1.480
243	Cs	2,149	1.793
244	D	1,756	1.465
245	Cs	1,979	1.651
246	B	1,774	1.480
247	A	1,644	1.372

TOWN HOMES

<u>UNIT</u>	<u>FLOOR PLAN</u>	<u>SQ. FT.</u>	<u>UNIT OWNERSHIP</u>
1516-1	Bs	1,819	1.518
1516-2	As	1,582	1.320
1514-1	As	1,582	1.320
1514-2	B	1,828	1.525
1514-3	As	1,543	1.287
1512-1	As	1,680	1.402
1512-2	As	1,740	1.452
1510-1	As	1,654	1.380
1510-2	Cs	1,486	1.240
1510-3	Cs	1,486	1.240
1510-4	As	1,654	1.380

Transferred	
In Compliance with sections 319-202 and 322-02 of the Ohio Revised Code.	
FEE \$	
Exempt:	<input checked="" type="checkbox"/>
R.E. TRANSFER:	
\$	
Richard H. Jeffrey Erie County Auditor	
Trans. Fees: \$	
Date: 6-28-21	By: <i>[Signature]</i>

[Signature]
Per O.R.C. 319.203

[Signature]
Erie County Auditor / Engineer

[Signature]
Date

TRANSFER NOT NECESSARY

AMENDMENT TO THE

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

BEACHWOOD VILLAS CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE AMENDED AND
RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BEACHWOOD VILLAS CONDOMINIUM RECORDED AT INSTRUMENT NO.
201908220 OF THE ERIE COUNTY RECORDS.

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BEACHWOOD VILLAS CONDOMINIUM

RECITALS

A. The Amended and Restated Declaration of Condominium Ownership for Beachwood Villas Condominium (the "Declaration") and the Amended and Restated Bylaws of Beachwood Villas Condominium Owners' Association (the "Bylaws"), Exhibit D the Declaration, were recorded at Erie County Records, Instrument No. 201908220.

B. The Beachwood Villas Condominium Owners' Association (the "Association") is a corporation consisting of all Owners in Beachwood Villas Condominium and as such is the representative of all Owners.

C. Declaration Article 9 authorizes amendments to the Declaration and Bylaws.

D. Owners representing at least 75 percent of the Association's current voting power, based on ownership interests, have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment").

E. As of April 29, 2021, Owners representing 75.021 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of the Amendment and authorizing the Association's officers to execute the Amendment on their behalf.

F. Attached as Exhibit A is an Affidavit of the Association's President stating that copies of the Amendment will be mailed by regular mail to all mortgagees on the records of the Association once the Amendment is recorded with the Erie County Recorder's Office.

G. Attached as Exhibit B is a certification from the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendment.

H. The Association has complied with the proceedings necessary to amend the Declaration and Bylaws, as required by Chapter 5311 of the Ohio Revised Code and the Declaration and Bylaws, in all material respects.

AMENDMENT

The Declaration of Condominium Ownership for Beachwood Villas Condominium is amended by the following:

INSERT a new DECLARATION ARTICLE 20, SECTION K entitled, "Notices and Other Actions and Communications." Said new addition, to be added to Page 35 of the Declaration, as recorded at Erie County Records, Instrument No. 201908220, is as follows:

K. Notices and Other Actions and Communications. For all notices to be sent to the Association, the Board, or the Owners, the following provisions apply:

(1) Service of Notices on the Association and Board. All notices required or permitted by the Declaration or Bylaws, to the Association or the Board, must be made in writing and sent either:

(a) by regular U.S. mail, first-class postage prepaid, or

(b) delivered in accordance with Paragraph (3) below, to the Board President, to any two other Directors, to the Association's manager or management company, if any, the Association's statutory agent registered with the Ohio Secretary of State, or to any other address as the Board may designate by written notice to all Owners.

(2) Service of Notices on Owners. All notices required or permitted by the Declaration or Bylaws to any Owner will be in writing and is deemed effectively given if it has been sent by one of the following methods:

(a) personally delivered to the Owner;

(b) sent by regular U.S. mail, first-class postage prepaid, to the Owner's Family Unit address or to another address the Owner designates in writing to the Board; or

(c) delivered in accordance with Paragraph (3) below. If there is more than one person owning a single Family Unit, a notice given to any one of those several persons is deemed to have

been given personally to all of the persons owning an interest in the Family Unit.

(3) New Communication Technologies.

(a) Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted or approved by the Board, as well as by Ohio and federal law, now or in the future, in addition to the methods described in Paragraphs (1) and (2) above, the following may be accomplished using electronic mail or other transmission technology available at that time that is a generally accepted business practice:

(i) any notice required in the Declaration or Bylaws to be sent or received;

(ii) any signature, vote, consent, or approval required to be obtained; and

(iii) any payment required to be made by the Declaration or Bylaws.

(b) The use of electronic mail or other transmission technology is subject to the following:

(i) The Association may use electronic mail or other transmission technology to send any required notice only to Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices, including any notice of delinquency of any payment due, by either of the methods identified in Paragraph (2)(a) through (c) above.

(ii) For voting on matters, the Association may provide for voting by electronic mail or other electronic voting technology. However, voting for the election of Directors can be conducted by electronic mail or other

electronic voting technology only to the extent, if any, as explicitly permitted and provided for in the Bylaws.

(iii) An electronic mail or transmission technology to an Owner is not considered delivered and effective if the Association's transmission to the Owner fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Owner becomes known to the person responsible for sending the transmission. If the electronic mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the Owner by either of the methods identified in Paragraph 2(a) through (c) above.

DELETE BYLAWS ARTICLE I, SECTION 4 entitled, "Proxies," in its entirety. Said deletion to be taken from Page 2 of the Bylaws, attached to and made part of the Declaration, as recorded at Erie County Records, Instrument No. 201908220.

INSERT a new BYLAWS ARTICLE I, SECTION 4 entitled, "Voting Methods." Said new addition, to be added to Page 2 of the Bylaws, Exhibit D of the Declaration, as recorded at Erie County Records, Instrument No. 201908220, is as follows:

Section 4. Voting Methods.

Prior to sending the notice for any meeting, as required by Bylaws Article I, Section 5(B) and Section 5(C), as amended, and depending on the conduct of the meeting as determined by the Board in accordance with Bylaws Article I, Section 5(E), as amended, voting will be conducted via one of the following methods:

A. Voting in Person or by Proxy.

For meetings that are held in person and provide for physical attendance, Owners may vote in person or by proxy. The person appointed as proxy need not be a member of the Association. Each proxy will be executed in writing by the Owner entitled to vote and must be returned to the Association by regular mail, hand delivery, electronic mail, or other method of delivery provided for or permitted by the Board. The proxy must indicate that it will be used only for the specific election or vote at issue. Every proxy will automatically cease upon conveyance of the Unit by the Owner.

B. Voting by Mail and Electronic Voting Technology.

For meetings that are held via Authorized Communications Equipment, voting will be conducted by mail, through the use of Electronic Voting Technology that is approved by the Board, or both. "Electronic Voting Technology" as used in these Bylaws, means an electronic voting system that accurately and securely records the voting Owner's intent to cast a ballot on a matter in the way identified by the Owner, and provides for the counting of electronic votes submitted, including by means of internet, application, web, virtual, or other electronic technology. All matters to be voted on at a meeting utilizing Authorized Communications Equipment must be sent to the Owners no later than the date the meeting notice is sent to the Owners in accordance with Bylaws Article I, Section 5(B) and Section 5(C), as amended. Voting via mail or by use of Electronic Voting Technology is considered to be voting at the meeting, as if the Owner were physically present.

C. Voting in Person, by Proxy, by Mail, and by Electronic Voting Technology.

For meetings that are held in person and provide for physical attendance, voting may be conducted in person or by proxy, as provided for in this Bylaws Article I, Section 4(A) above, and in addition the Board may authorize the Owners to vote by mail or Electronic Voting Technology as provided for in this Bylaws Article I, Section 4(B) above.

Any ballots, regardless of method, received subsequent to the date and time the Board sets for ballots to be turned in will be held invalid. Any costs associated with voting, including mailing costs, printing, Authorized Communications Equipment and Electronic Voting Technology costs and subscriptions, are common expenses. The Board may adopt any additional regulations, procedures, or rules as may be necessary to effectuate the intent and purpose of this voting provision to provide for the use of the desired voting method.

MODIFY THE SECOND SENTENCE of BYLAWS ARTICLE I, SECTION 5(B). Said modification to be made on Page 3 of the Bylaws, Exhibit D to the Declaration, as recorded at Erie County Records, Instrument No. 201908220 is as follows (deleted language is crossed out; new language is underlined):

Upon a 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 ~~members-Owners~~, such officer shall will forthwith cause to be given to the ~~members-Owners~~ entitled thereto notice of a meeting to be held on a date not less than ~~7~~ 15 or more than 60 days after receipt of such request as such officer may fix.

DELETE BYLAWS ARTICLE I, Section 5(C) entitled, "Notice of Meetings," in its entirety. Said deletion to be made on Page 3 of the Bylaws, Exhibit D to the Declaration, as recorded at Erie County Records, Instrument No. 201908220.

INSERT a new BYLAWS ARTICLE I, SECTION 5(C) entitled, "Notice of Meetings." Said addition to be made on Page 3 of the Bylaws, Exhibit D to the Declaration, as recorded at Erie County Records, Instrument No. 201908220 is as follows:

C. Notice of Meetings.

Written notice of each meeting of Owners will be given by, or at the direction of, the Secretary of the Association or person authorized to call the meeting, delivered in accordance with Declaration Article 20, Section K, at least fifteen days before the meeting, to each Owner entitled to vote at the meeting. The notice will specify the place, day and hour of the meeting, and in the case of a special meeting, the specific purposes of the meeting, and in the case of special meetings called by the Owner, the specific motion or motions (other than procedural) to be voted upon.

If the meeting is held via Authorized Communications Equipment, the meeting notice must include any applicable links, access codes, password, telephone numbers, and/or other pertinent information that is necessary to allow the Owner to participate at the meeting via the Authorized Communications Equipment. "Authorized Communications Equipment," as used in these Bylaws, means any communications equipment that is selected by the Board, in its sole discretion, that provides an electronic communication transmission, including but not limited to, by telephone, video conference, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention and participation of, the Owner.

MODIFY BYLAWS ARTICLE I, SECTION 5(D). Said modification to be made on Pages 3-4 of the Bylaws, Exhibit D to the Declaration, as recorded at Erie County Records, Instrument No. 201908220 is as follows (deleted language is crossed out; new language is underlined):

D. Quorum; Adjournment.

Except as may be otherwise provided by law or by the Declaration, at any meeting of the ~~members~~ Owners of the Association, the ~~members~~ Owners of the Association entitled to exercise a majority of the voting power of the Association present, in person or by proxy at a physical meeting providing for in person attendance or that attend by using the method of Authorized Communications Equipment approved by the Board for meetings that are held via Authorized Communications Equipment, shall will constitute a quorum for such meeting. Ballots submitted via mail or by Electronic Voting Technology also will count that Family Unit towards the quorum. The Board of Directors may adopt procedures and guidelines to permit the Association to verify that the person attending, either in person or by Authorized Communications Equipment, is an Owner that is eligible to vote and to maintain a record of any vote. No action may be authorized or taken by a lesser percentage than required by law, by the Declaration, or by these Bylaws. The ~~members of the Association~~ Owners entitled to exercise a majority of the voting power represented at a meeting of the ~~members~~ Owners 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.

DELETE BYLAWS ARTICLE I, SECTION 5(E) entitled, "Order of Business," in its entirety. Said deletion to be made on Page 4 of the Bylaws, Exhibit D to the Declaration, as recorded at Erie County Records, Instrument No. 201908220.

INSERT a new BYLAWS ARTICLE I, SECTION 5(E) entitled, "Conduct of Meetings." Said addition to be added to Page 4 of the Bylaws, Exhibit D to the Declaration, as recorded at Erie County Records, Instrument No. 201908220:

E. Conduct of Meetings.

Prior to the meeting notice being sent to the Owners in accordance with Bylaws Article I, Section 5(B) and 5(C) as amended, the Board will determine whether the meeting will be conducted physically so that the

Owners may attend in person, or by the use of Authorized Communications Equipment. If it is determined that the meeting will be held via Authorized Communications Equipment, the Board will decide if the Owners have the option to attend in person or via Authorized Communications Equipment or both.

If Authorized Communications Equipment is used, the persons utilizing the Authorized Communications Equipment must have the ability to communicate with the other participants to indicate their motion, vote, or statement, provided that the president, chair, or other person designated by the Board moderating the meeting, may silence or mute the Authorized Communications Equipment utilized by Owners to attend the meeting, unless the Owner is voting or has been recognized by the meeting chair or moderator to participate in the meeting. The meeting chair or moderator has the authority to decide and determine all procedural motions or other procedural matters to be decided at the meeting, including points of order and adjournment. The Board's purpose or reason for not conducting an in person meeting and instead having a meeting via Authorized Communications Equipment must be documented in the Board's meeting minutes.

MODIFY BYLAWS ARTICLE I, SECTION 5(F). Said modification to be made on Page 4 of the Bylaws, Exhibit D to the Declaration, as recorded at Erie County Records, Instrument No. 201908220 is as follows (deleted language is crossed out; new language is underlined):

F. Action without a Meeting

All actions, which may be taken at a meeting of the Association, except the removal or election of a Director may be taken without a meeting in accordance with the voting methods provided in Bylaws Article I, Section 4, as amended with the approval of, and in a writing or writings signed by members have the percentage of voting power required to take such action if same were taken at a meeting. Such writings shall voting records will be filed with the Secretary of the Association.

DELETE BYLAWS ARTICLE II, SECTION 2 entitled, "Election of Directors; Vacancies," in its entirety. Said deletion to be taken from Page 5 of the Bylaws, Exhibit D to the Declaration, as recorded at Erie County Records, Instrument No. 201908220.

INSERT a new BYLAWS ARTICLE II, SECTION 2 entitled, "Nominations, Election of Directors, and Vacancies." Said new addition, to be added to Page 5 of the Bylaws, Exhibit D to the Declaration, as recorded at Erie County Records, Instrument No. 201908220, is as follows:

Section 2. Nominations, Election of Directors, and Vacancies.

A. Nominations.

Nominations for the election of Directors to be elected by the Owners will be made by a nominating committee appointed by the Board or, if a committee is not appointed, by the Board itself. There will be no nominations from the floor. The nominating committee, or Board, will make as many nominations for election to the Board as it, in its discretion, determines, but no fewer than the number of vacancies that are to be filled and will verify that the nominees satisfy all qualification requirements of Bylaws Article II, Section 1.

Prior to the meeting, the nominating committee will establish a process and deadlines by which any Owner may submit their name to the nominating committee or Board as a candidate, and the nominating committee or Board must nominate that Owner if that Owner satisfies all the qualifications to be a Director as further provided for in Bylaws Article II, Section 1. If there are fewer nominees than vacancies, the nominating committee or Board must nominate additional Owner(s) to be elected prior to the ballots being sent to the Owners so that there are, at all times, a sufficient number of nominees to fill all Board vacancies that are up for election. Nominations must be made and received within a reasonable time period prior to the notice of any meeting where Directors are to be elected is sent in accordance with Bylaws Article I, Section 5 (B) and Section 5(C), as amended, so that the voting information containing all the candidates' names and an informational sheet, within size limitations determined by the Board, containing their biographical information and affirming their candidacy, can be transmitted to the Owners no later than the sending of the meeting notice. The Board may adopt any additional regulations, procedures, or rules necessary to establish processes and deadlines in accordance with this nominations provision.

B. Election of Directors.

Unless there are no more nominees than vacancies, election to the Board by the Owners is by secret ballot, submitted by mail or by Electronic Voting Technology, as determined by the Board pursuant to Bylaws Article I, Section 4, as amended. The Association is not required to send ballots to the Owners via any method if there are an equal number of nominations as there are candidates, in which case the nominated candidates will automatically be elected to the Board of Directors at the election meeting.

Regardless of the voting method, the Board must adopt rules and safeguards to determine a method by which the secrecy of the ballots are maintained for those Owners while also maintaining the integrity of the voting process to ensure each Owner has only exercised their allotted vote once so that any other individuals can only identify that a Family Unit has voted, and not how a Family Unit has voted. The ballots, whether electronic or written, will list the number of open seats for Directors up for election and list the names of all of the nominated candidates.

If voting by mail, ballots must be submitted within dual envelopes. One of the two envelopes must contain the ballot itself, the "Ballot Envelope." The Ballot Envelope need not be signed. The second envelope must contain the Ballot Envelope and the ballot, the "Signature Envelope." The Signature Envelope must be signed by the Owner(s) voting and will be used as a record of receipt of the Owner's ballot as well as to determine quorum. If the Signature Envelope is not signed by the Owner(s), the ballot in the Ballot Envelope will not be counted.

For the election of Directors, the Owners may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes will be elected. Unless the nominated candidates whom have received the largest number of votes agree otherwise, ties, including if there are an equal number of nominees as there are positions with different terms, will be determined by lot or flip of a coin by the chair or moderator of the meeting. Cumulative voting is not permitted.

The Board, in its discretion, will determine if the nominating committee, or the management company, if any, is responsible for (i) confirming all nominated candidates meet the qualifications to serve as a Director, (ii) receiving, verifying, and opening any ballots that are cast by mail, (iii) receiving and verifying any ballots cast using Electronic Voting Technology, (iv) counting each ballot submitted through any voting method, and (v) verifying the results of the election by providing the ballots and results to the chair or moderator of the meeting.

The chair or moderator will announce the election results at the meeting to be reflected in the meeting minutes and ensuring the election results are provided to all Owners no later than fifteen days after the meeting.

C. Vacancies. If a vacancy on the Board occurs, the remaining Directors, though less than a majority of the authorized number of Directors, may, by a vote of the majority of their number, fill any vacancy for the unexpired term.

INSERT a new PARAGRAPH at the end of BYLAWS ARTICLE IV, SECTION 9. Said new addition, to be added to Page 17 of the Bylaws, Exhibit D to the Declaration, as recorded at Erie County Records, Instrument No. 201908220, is as follows:

Any meetings called or held by the Marina Committee may be conducted in person or by Authorized Communications Equipment.

DELETE BYLAWS ARTICLE VI, SECTION 2 entitled, "Service of Notices on the Board of Directors," in its entirety. Said deletion to be made on Page 23 of the Bylaws, Exhibit D to the Declaration, as recorded at Erie County Records, Instrument No. 201908220.

INSERT a new BYLAWS ARTICLE VI, SECTION 2 entitled, "Notices and Other Actions and Communications." Said addition to be added to Page 23 of the Bylaws, Exhibit D to the Declaration, as recorded at Erie County Records, Instrument No. 201908220, is as follows:

Section 2. Notices and Other Actions and Communications.

All notices required or permitted under the Declaration or Bylaws, to the Association, the Board, or Owners must be delivered in accordance with Declaration Article 20, Section K.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment allowing the Association to use electronic communications to the extent permitted by Ohio and Federal law, establishing a method to use mail-in and electronic ballots for voting purposes, and permitting meetings to be conducted utilizing Authorized Communications Equipment. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

The Beachwood Villas Condominium Owners' Association has caused the execution of this instrument this 9th day of June, 2021.

BEACHWOOD VILLAS CONDOMINIUM OWNERS' ASSOCIATION

By: Mary Eileen Kramer
MARY EILEEN KRAMER, its President

By: David R. Morton
DAVID R. MORTON, its Secretary

STATE OF OHIO)
COUNTY OF Lorain) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named Beachwood Villas Condominium Owners' Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on page 13 of 16, 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.

I have set my hand and official seal this 9th day of June, 2021.

Paula A. Jazwa
NOTARY PUBLIC

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

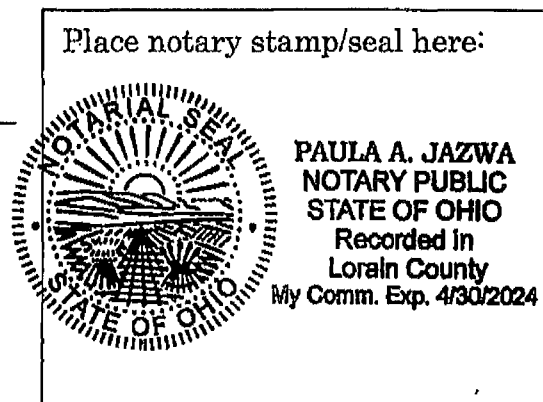


EXHIBIT A**AFFIDAVIT**

STATE OF OHIO)
COUNTY OF Lorain) SS

MARY EILEEN KRAMER, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Beachwood Villas Condominium Owners' Association.
2. She will cause copies of the Amendment to the Declaration to be mailed by regular mail to all mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association once the Amendment is recorded with the Erie County Recorder's Office.


MARY EILEEN KRAMER, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named **MARY EILEEN KRAMER** who acknowledges that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and official seal this 9th day of June, 2021.


NOTARY PUBLIC

Place notary stamp/seal here:



PAULA A. JAZWA
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Lorain County
My Comm. Exp. 4/30/2024

EXHIBIT B

CERTIFICATION OF SECRETARY

STATE OF OHIO)
)
 COUNTY OF Lorain) SS

DAVID R. MORTON, the duly elected and acting Secretary of the Beachwood Villas Condominium Owners' Association, certifies there are no, as the term is used in Declaration Article 9, "mortgagees" of record on file with the Association as no holders, insurers or guarantors of a mortgage on a Unit have given the Association a written request to receive notice of certain actions or amendments.

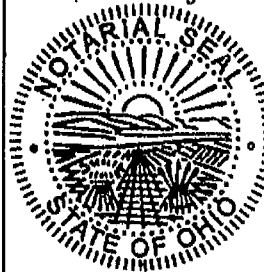

 DAVID R. MORTON, its Secretary

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

IN TESTIMONY WHEREOF, I have set my hand and official seal this 9th
 day of June, 2021.


 NOTARY PUBLIC

Place notary stamp/seal here:



PAULA A. JAZWA
 NOTARY PUBLIC
 STATE OF OHIO
 Recorded in
 Lorain County
 My Comm. Exp. 4/30/2024

Barbara A. Sessler
County Recorder, Erie County OH
202209657 Total Pages: 10
10/17/2022 08:52:58 AM Fees: \$102.00

AMENDMENTS TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
BEACHWOOD VILLAS CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP FOR BEACHWOOD VILLAS
CONDOMINIUM RECORDED AT INSTRUMENT NO. 201908220 OF THE ERIE
COUNTY RECORDS.

**AMENDMENTS TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP
FOR BEACHWOOD VILLAS CONDOMINIUM**

RECITALS

- A. The Amended and Restated Declaration of Condominium Ownership for Beachwood Villas Condominium (the "Declaration") and the Bylaws of Beachwood Villas Condominium Owners' Association, Exhibit D of the Declaration (the "Bylaws"), were recorded at Erie County Records Instrument No. 201908220.
- B. Ohio Revised Code Section 5311.05(E)(1)(c) authorizes the Board of Directors (the "Board"), without a vote of the Family Unit owners, to amend the Declaration "to bring the Declaration into compliance with this Chapter."
- C. The Board approved the following matters to be modified (the "Amendments") to bring the Declaration into compliance with Ohio Revised Code Chapter 5311 ("Chapter 5311").
- D. Each of the changes set forth in these Amendments are based on or in accordance with Chapter 5311.
- E. The proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 and the Declaration have in all respects been complied with.

AMENDMENTS

The Amended and Restated Declaration of Condominium Ownership for Beachwood Villas Condominium is amended by the Board of Directors as follows:

- (1) **INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE 18, SECTION E.** Said new addition, to be added to the Declaration, as recorded at the Erie County Records, Instrument No. 201908220, is as follows:

The Board will impose the following enforcement procedure:

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

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

(b) The amount of the proposed charge or assessment;

(c) A statement that the Family Unit owner has a right to a hearing before the Board to contest the proposed charge or assessment;

(d) A statement setting forth the procedures to request a hearing;

(e) A reasonable date by which the Family Unit owner must cure the violation to avoid the proposed charge or assessment.

(2) Hearing Requirements:

(a) To request a hearing, the Family Unit owner must deliver a written notice to the Board not later than the tenth day after receiving the notice required above. If the Family Unit owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment.

(b) If a Family Unit owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Family Unit owner with a written notice that includes the date, time, and location of the hearing.

(c) The Board will not levy a charge or assessment before holding a properly requested hearing.

(3) The Board may allow a reasonable time to cure a violation described above before imposing a charge or assessment.

(4) Within 30 days following a hearing at which the Board imposes a charge or assessment, the Association will deliver a written notice of the charge or assessment to the Family Unit owner.

(5) The Association will deliver any written notice required above to the Family Unit owner or any Occupant of the Unit by personal delivery, by electronic mail, by certified mail, return receipt requested, or by regular mail.

(2) **MODIFY THE 1st SENTENCE of DECLARATION ARTICLE 14, SECTION E.** Said modification, to be made to the Declaration, as recorded at Erie County Records, Instrument No. 201908220, is as follows: (new language is underlined)

The continuing lien provided for in Section D of this Item 14 shall take priority over any lien or encumbrance subsequently arising or created, except a lien for real estate taxes and assessments, and the lien of bona fide mortgages which have been theretofore filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association.

(3) **MODIFY THE 2nd SENTENCE of DECLARATION ARTICLE 14, SECTION D.** Said modification, to be made to the Declaration, as recorded at Erie County Records, Instrument No. 201908220, is as follows: (new language is underlined)

Such continuing lien shall exist from the time a certificate is executed by the President or other designated representative of the Association and filed with the Recorder of Erie County, Ohio, pursuant to authorization given by the Board of Directors of the Association.

(4) **INSERT PARAGRAPH to the end of BYLAWS ARTICLE V, SECTION 6.** Said addition, to be added to the Bylaws, Exhibit D of the Declaration, as recorded at Erie County Records, Instrument No. 201908220 is as follows:

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

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

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

(3) Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a

contract or other agreement containing confidentiality requirements and that is subject to those requirements;

(4) Information that relates to the enforcement of the Declaration, Bylaws, or Association rules against a Family Unit owner;

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

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

(5) **MODIFY BYLAWS ARTICLE II, SECTION 1.** Said modification, to be made to the Bylaws, Exhibit D of the Declaration, as recorded at Erie County Records, Instrument No. 201908220 is as follows: (deleted language is crossed out; new language is underlined)

The Board of Directors shall consist of 5 persons each of whom must be an owner of a unit or the spouse of a unit owner. ~~In the case of a Corporate unit owner the Corporation's representative shall be eligible to serve. If a Family Unit owner is not an individual, that Family Unit owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Family Unit owner, and the majority of the Board will not consist of Family Unit owners or representatives from the same Family Unit unless authorized by a resolution adopted by the Board of Directors prior to the Board majority being comprised of Family Unit owners or representatives from the same Family Unit.~~

(6) **INSERT A NEW SENTENCE** to the end of BYLAWS ARTICLE II, SECTION 5. Said new addition, to be added to the Bylaws, Exhibit D of the Declaration, as recorded at Erie County Records, Instrument No. 201908220 is as follows:

In lieu of conducting a meeting, the Board may take action with the unanimous written consent of the Directors, those written consents will be filed with the Board meeting minutes.

(7) **INSERT DECLARATION ARTICLE 9, SECTION (B).** Said new addition, to be added to the Declaration, as recorded at Erie County Records, Instrument No. 201908220, is as follows:

(B) Notwithstanding the above, without a Family Unit owner vote, the Board may amend the Declaration in any manner necessary for any of the following purposes:

(1) To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions;

(2) To meet the requirements of insurance underwriters;

(3) To bring the Declaration into compliance with the Ohio Condominium Act (Revised Code Chapter 5311);

(4) To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration;

(5) To designate a successor to the person named to receive service of process for the Association. If the Association is incorporated in Ohio, this may be accomplished by filing with the Secretary of State an appropriate change of statutory agent designation;

(6) To delete as void, any provision within the Declaration or Bylaws, or in any applicable restriction or covenant, that prohibits, limits the conveyance, encumbrance, rental, occupancy, or use of property subject to Revised Code Chapter 5311 on the basis of race, color, national origin, sex, religion, or familial status.

(7) To permit notices to Family Unit owners, as required by the Declaration or Bylaws, to be sent by electronic mail and, if returned undeliverable, by regular mail, provided the association has received the prior, written authorization from the Family Unit owner;

Any Family Unit owner who is aggrieved by an amendment to the Declaration that the Board of Directors makes in accordance with the above may commence a declaratory judgment action to have the

amendment declared invalid as violative of the above. Any action filed to contest the validity of the amendment must be filed in the appropriate court of common pleas within one year from the date of the recordation of the amendment.

(8) **MODIFY BYLAWS ARTICLE II, SECTION 11(B).** Said modification, to be made to the Bylaws, Exhibit D of the Declaration, as recorded at Erie County Records, Instrument No. 201908220 is as follows: (deleted language is crossed out; new language is underlined)

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

(9) **MODIFY 1st SENTENCE of BYLAWS ARTICLE V, SECTION 3.** Said modification, to be made to the Bylaws, Exhibit D the Declaration, as recorded at Erie County Records, Instrument No. 201908220, is as follows: (new language is underlined)

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

(10) **INSERT A NEW PARAGRAPH TO THE END OF BYLAWS ARTICLE II, SECTION 9.** Said modification, to be made to the Declaration, as recorded at Erie County Records, Instrument No. 201908220, is as follows:

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

A. A management company's principals and employees;

B. A bookkeeper;

C. The president, secretary, treasurer, any other board member, or employee of the unit owners association.

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

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

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

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

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

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

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendments. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of these amendments, only Family Unit owners of record at the time of such filing have standing to contest the validity of these amendments, whether on procedural, substantive or any other grounds, provided

further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendments.

The Beachwood Villas Condominium Owners' Association has caused the execution of this instrument this 27 day of SEPTEMBER, 2022.

BEACHWOOD VILLAS CONDOMINIUM OWNERS' ASSOCIATION

By:


MICHAEL O'HARA, President

By:


DAVID MORTON, Secretary

STATE OF OHIO)
)
COUNTY OF ERIE) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Beachwood Villas Condominium Owners' Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on page 9 of 10, and that the same is the free act and deed of said corporation and the free act and deed of them personally and as such officers.

I have set my hand and official seal this 27 day of September, 2022.

S F Kozian
NOTARY PUBLIC

Place notary stamp/seal here:



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

S. F. KOZIAR, Notary Public
In and for the State of Ohio
My Commission has no expiration date.
See Ohio Revised Code Section 147.03

Handwritten notes and signatures at the top of the page, including a signature that appears to read "J. F. K. Jones".



2. F. K. JONES, Public
in and for the State of Ohio
My Commission has no expiration date
The Ohio Revised Code Section 147.03

Handwritten notes and signatures in the lower right section of the document.

AMENDMENT TO THE
AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
BEACHWOOD VILLAS CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE AMENDED AND
RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BEACHWOOD VILLAS CONDOMINIUM RECORDED AT INSTRUMENT NO.
201908220 OF THE ERIE COUNTY RECORDS.

AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OWNERSHIP FOR BEACHWOOD VILLAS CONDOMINIUM

RECITALS

- A. The Amended and Restated Declaration of Condominium Ownership for Beachwood Villas Condominium (the "Declaration") and the Amended and Restated Bylaws of Beachwood Villas Condominium Owners' Association, Inc. (the "Bylaws"), Exhibit D the Declaration, were recorded at Erie County Records, Instrument No. 201908220.
- B. The Beachwood Villas Condominium Owners' Association (the "Association") is a corporation consisting of all Owners in Beachwood Villas Condominium and as such is the representative of all Owners.
- C. Declaration Article 9(A) authorizes amendments to the Declaration and Bylaws.
- D. Owners representing at least 75 percent of the Association's current voting power, based on ownership interests, have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment").
- E. As of February 23, 2023, Owners representing 75.962 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of the Amendment and authorizing the Association's officers to execute the Amendment on their behalf.
- F. Attached as Exhibit A is an Affidavit of the Association's President stating that copies of the Amendment will be mailed by regular U.S. mail to all mortgagees having bona fide liens of record against any Family Unit ownership once the Amendment is recorded with the Erie County Recorder's Office.
- G. Attached as Exhibit B is a certification of the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendment.
- H. The Association has complied with the proceedings necessary to amend the Declaration and Bylaws, as required by Chapter 5311 of the Ohio Revised Code and the Declaration and Bylaws, in all material respects.

AMENDMENT

The Amended and Restated Declaration of Condominium Ownership for Beachwood Villas Condominium is amended by the following:

DELETE THE FINAL PARAGRAPH, INCLUDING SUB-PARAGRAPHS i and ii, of DECLARATION ARTICLE 6, SECTION C entitled, "Limited Common Elements", in its entirety. Said deletion to be taken from Page 12 of the Declaration, as recorded at Erie County Records, Instrument No. 201908220.

DELETE DECLARATION ARTICLE 20, SECTION J in its entirety. Said deletion to be taken from Page 35 of the Declaration, as recorded at Erie County Records, Instrument No. 201908220.

INSERT a new DECLARATION ARTICLE 20, SECTION J entitled, "Marina Operations." Said new addition, to be added to Page 35 of the Declaration, as recorded at Erie County Records, Instrument No. 201908220, is as follows:

J. Marina Operations. All subleases existing on the date this Amendment is recorded remain in effect. The existing subleases can be terminated by written agreement between the Association and the sublessee. No new subleases may be entered into after the date this Amendment is recorded.

The Board of Directors has authority to rent marina slips that have not been previously subleased to Family Unit Owners and Family Unit residents for a reasonable rental fee, on a first come first serve basis, for an agreed upon period of not more than 1 boating season and provided further that marina slip rental is limited to Family Unit Owners and Family Unit residents in Beachwood Villas Condominium.

The Board may adopt rules and regulations as to the use and operation of the watercraft within the marina, the marina slip rental process, and insurance requirements.

MODIFY BYLAWS ARTICLE IV, SECTION 2. Said modification to be made on Page 15 of the Bylaws, Exhibit D to the Declaration, as recorded at Erie County

Records, Instrument No. 201908220 is as follows (deleted language is crossed out; new language is underlined):

The Association shall have the power to acquire and pay for such labor and materials necessary to complete improvements, replacements and/or repairs, the purpose of which is to improve, replace, repair and/or restore such portions of the Common Elements as determined necessary by a majority vote of the members of the Board of Directors. Notwithstanding the foregoing, annual assessments for the expenses set forth in this Section 2 with respect to any unit, ~~excluding expenses referenced by Article IV, Section 9,~~ shall not exceed \$2,000.00 multiplied by the unit factor for that unit. This limitation on annual assessments may be waived by the members as provided in Bylaws Article VI, Section 8 and shall be adjusted as provided in Bylaws Article VI, Section 9. This power to assess is in addition to the power to incur annual expenditures for the items listed in Article IV, Sections A through I.

DELETE BYLAWS ARTICLE IV, SECTION 9 entitled, "Care of Marina Limited Common Element," in its entirety. Said deletion to be taken from Page 17 of the Bylaws, attached to and made part of the Declaration, as recorded at Erie County Records, Instrument No. 201908220.

INSERT a new BYLAWS ARTICLE IV, SECTION 9 entitled, "Operation and Maintenance of Marina." Said new addition, to be added to Page 17 of the Bylaws, Exhibit D of the Declaration, as recorded at Erie County Records, Instrument No. 201908220, is as follows:

Section 9. Operation and Maintenance of Marina.

As long as any marina slips are subleased, operation, maintenance, repair, and replacement costs for the marina and all associated marina components will be reduced to a "per linear foot" amount with sublessees obligated to pay the "per linear foot" amount multiplied by the number of linear feet assigned to their marina slip. The "per linear foot" amount multiplied by all linear feet not assigned to subleased marina slips will be a common expense. The Board of Directors is responsible for determining the number of linear feet assigned to all subleased marina slips.

At such time that no marina slips are subleased, Association will operate, maintain, repair, and replace the marina and all associated marina components as a common expense.

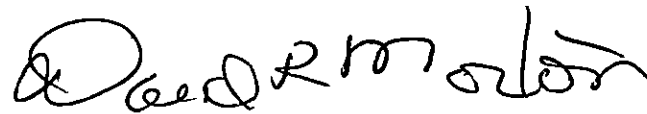
DELETE THE THIRD PARAGRAPH of BYLAWS ARTICLE V, SECTION 2 entitled, "Preparation of Estimated Budget," in its entirety. Said deletion to be made on Page 19 of the Bylaws, Exhibit D to the Declaration, as recorded at Erie County Records, Instrument No. 201908220.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment allowing the Association to rent marina slips without an official sublease, and to operate, maintain, repair, and replace the marina as a common expense of the Association. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

The Beachwood Villas Condominium Owners' Association has caused the execution of this instrument this 21st day of MARCH, 2023.

BEACHWOOD VILLAS CONDOMINIUM OWNERS' ASSOCIATION

By: 
MICHAEL C. O'HARA, President

By: 
DAVID R. MORTON, Secretary

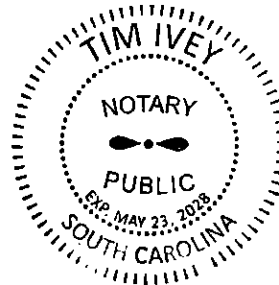
STATE OF ^{SC} OHIO)
COUNTY OF LEXINGTON) SS

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Beachwood Villas Condominium Owners' Association, by its ~~President and its~~ Secretary, who acknowledged that they did sign the foregoing instrument, on Page 5 of 8, and that the same is the free act and deed of the corporation and the free act and deed of each of them personally and as such officers.

I have set my hand and official seal this 21 day of MARCH, 2023.


NOTARY PUBLIC

Place notary stamp/seal here:

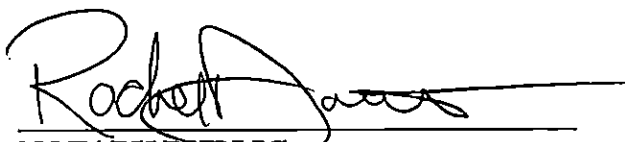


This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
2000 Terminal Tower
50 Public Square
Cleveland, Ohio 44113
(216) 696-0650
ohiocondolaw.com

Florida
 STATE OF ~~OHIO~~ RD)
)
 COUNTY OF LEE) SS

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Beachwood Villas Condominium Owners' Association, by its President ~~and its Secretary~~, who acknowledged that they did sign the foregoing instrument, on Page 5 of 8, and that the same is the free act and deed of the corporation and the free act and deed of each of them personally and as such officers.

I have set my hand and official seal this 28th day of March, 2023.


 NOTARY PUBLIC

Place notary stamp/seal here:



RACHEL L. DAVIS
 Commission # HH 316762
 Expires September 27, 2026

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

EXHIBIT A**AFFIDAVIT**

STATE OF ~~OHIO~~ ^{FLORIDA})
COUNTY OF LEE) SS

MICHAEL C. O'HARA, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Beachwood Villas Condominium Owners' Association.
2. He will cause copies of the Amendment to the Declaration to be mailed by regular U.S. mail to all mortgagees having bona fide liens of record against any Family Unit ownerships once the Amendment is recorded with the Erie County Recorder's Office.


MICHAEL C. O'HARA, President

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named **MICHAEL C. O'HARA** who acknowledges that he did sign the foregoing instrument and that the same is his free act and deed.

I have set my hand and official seal this 16th day of MARCH, 2023.


NOTARY PUBLIC

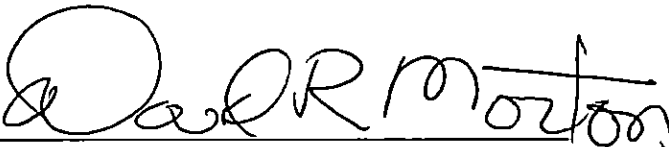
Place notary stamp/seal here:



NAYLET CHAVEZ LOPEZ
Commission # HH 055162
Expires October 20, 2024
Bonded Thru Budget Notary Services

EXHIBIT B**CERTIFICATION OF SECRETARY**

DAVID R. MORTON, the duly elected and acting Secretary of the Beachwood Villas Condominium Owners' Association, certifies there are no, as the term is used in Declaration Article 9(A), "mortgagees" of record on file with the Association as no holders, insurers or guarantors of a mortgage on a Unit have given the Association a written request to receive notice of certain actions or amendments and so none have consented to the Amendment.


DAVID R. MORTON, Secretary

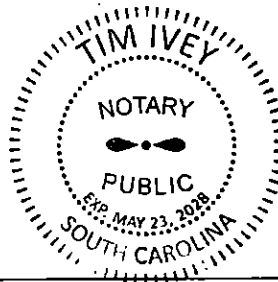
STATE OF ^{SC}~~OHIO~~)
COUNTY OF Lexington) SS

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

I have set my hand and official seal this 21 day of MARCH, 2023.


NOTARY PUBLIC

Place notary stamp/seal here:



Transferred
In Compliance with sections 319-202 and 322-02 of the Ohio Revised Code.

FEE \$ _____

Exempt: ☒

R.E. TRANSFER: _____

\$ _____

Richard H. Jeffrey
Erie County Auditor

Trans. Fees: \$ _____

Date 12-21-2023 By [Signature]

Per O.R.C. 319.203
Erie County Auditor \ Engineer

Date

[Signature]

TRANSFER NOT NECESSARY

Ellen Olsen
County Recorder Erie County OH
202309128 Total Pages: 3
12/21/2023 11:21:15 AM Fees: \$46.00

AFFIDAVIT OF FACTS RELATED TO TITLE

STATE OF OHIO)
)
COUNTY OF ERIE) SS

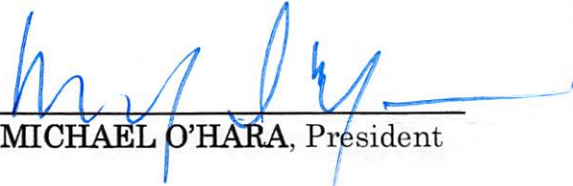
Michael O'Hara of the Beachwood Villas Condominium Owners' Association, being first duly sworn according to law, deposes and states:

1. I am the President for the Beachwood Villas Condominium Owners' Association ("Association"), a non-profit corporation organized and doing business under and by virtue of the laws of the State of Ohio, and in that capacity, I am authorized to execute this Affidavit. I am over the age of 18 and competent to testify as to the matters contained herein.
2. The Association is subject to the Amended and Restated Declaration of Condominium Ownership recorded at Erie County Records Instrument No. 201908220 ("Declaration").
3. Through the Lake Erie Submerged Land Lease between the Association and the State of Ohio recorded at Instrument No. 200008007 and modified at Instrument No. 200400076, the Association leases submerged lands that make up the Beachwood Villas Marina. The Marina includes 58 boat slips.
4. Unit owners have subleased boat slips from the Association. Under Declaration Article 6, Section C, a boat slip, including the submerged land beneath the boat slip, that is subleased by a unit owner is a limited common element of the unit.

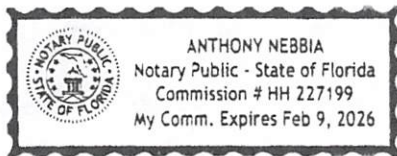
******Please cross-marginal reference this Affidavit of Facts Related to Title with the Amended and Restated Declaration of Condominium Ownership for Beachwood Villas Condominium recorded at Instrument No. 201908220 of the Erie County Records.***

5. Under Declaration Article 20, Section J, as amended, existing subleases can be terminated by written agreement between the Association and the unit owner. When a sublease is terminated, the Association agrees to remove the boat slip as a limited common element of the unit.
6. The boat slip subleases for the units listed in Exhibit A have all been terminated by written agreement between the Association and current unit owners. The boat slips are no longer a limited common element of the units listed, and the Association has taken control of all of the listed boat slips.

Further Affiant sayeth naught.


MICHAEL O'HARA, President

SWORN TO BEFORE ME and subscribed in my presence this 7 day
of December, 2023.




Notary Public

Prepared by:
KAMAN & CUSIMANO, LLC,
Attorneys at Law
50 Public Square
2000 Terminal Tower
Cleveland, Ohio 44113
216-696-0650

EXHIBIT A

Parcel No.	Boat Slip	Parcel No.	Boat Slip
39-00996.056	A-01	39-00996.006	C-06
39-00996.040	A-02	39-00996.004	C-07
39-00996.057	A-03, B-02	39-00996.046	C-08
39-01038.002	A-05	39-00996.051	C-09
		39-01038.019	C-11
39-00996.035	A-07	39-00996.037	C-12, C-13
39-00996.038	A-08	39-01038.017	C-14
39-00996.062	A-09	39-00996.039	C-15
39-00996.050	A-10	39-00996.010	C-17
39-00996.053	A-11	39-00996.041	C-18
39-00996.016	A-12	39-01038.004	C-19
39-01038.013	A-13	39-00996.024	D-01
39-01038.011	A-14	39-01038.006	D-02
39-00996.036	B-01	39-00996.055	D-03
39-00996.052	B-03, B-04	39-00996.048	D-04
39-00996.003	B-05, C-10	39-00996.009	D-05
39-00996.045	B-06	39-01038.009	D-06
39-00996.058	B-07, C-16	39-00996.029	D-07
39-00996.031	B-08	39-01038.020	D-08
39-00996.043	C-02, D-18	39-00996.018	D-09
39-00996.060	C-03, D-10	39-00996.012	D-11
39-00996.020	C-05	39-01038.001	D-12
39-01034.004	A-06, C-04	39-00996.059	D-13
		39-01038.014	D-14
		39-00996.044	D-15
		39-00996.042	D-16
		39-00996.047	D-17