

**WOODBROOKE CONDOMINIUM OWNERS' ASSN., INC.**  
**DECLARATION INDEX**

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**REVISED & RE-STATED DECLARATION OF  
CONDOMINIUM PROPERTY  
KNOWN AS WOODBROOKE CONDOMINIUM  
OWNERS' ASSOCIATION, INC.**

*Revised Declaration includes amendments #1 thru #4 and updated Ohio  
Revised Code, Chapter 5311, Entitled Condominium Property  
Revisions effective thru 11-28-07*

Stephen J. Linsenmeyer and Jan M. Linsenmeyer doing business as S&J Land Management were the owners in fee simple of the following described real property:

**Lot A in Byrnwyck, Plat A, a subdivision in Monclova Township, Lucas County, Ohio**

Subject to the following:

- (a) An easement granted to the Toledo Edison Company, dated August 27, 1969 and recorded in Volume 1968 of Deeds, Page 587, for electrical energy transmission lines over the subject premises, as fully described in said recorded instrument, said instrument also containing the uses which said Grantee may make of said easement and containing further conditions.
- (b) An easement granted to Columbia Gas of Ohio, Inc. dated August 25, 1969, filed for record November 24, 1969 at 9:40 A.M. and recorded in Volume 1972 of Deeds, Page 562. Said easement granting to the Grantee, its successors and assigns, the right and easement to install, operate, maintain, alter, replace and remove such pipelines and other facilities as may be necessary in the opinion of the Grantee to provide a proper gas distribution system for Woodbrooke Condominiums, in, over, under, and upon a part of the subject premises as more fully described in said recorded instrument and containing further conditions.
- (c) An easement granted to The Toledo Edison Company, dated March 26, 1940, filed for record June 28, 1940 at 3:30 P.M. and recorded in Volume 1015 of Deeds, Page 211, for electrical energy transmission lines, over a part of the subject premises as fully described in said recorded instrument, said instrument also containing the uses which said Grantee may make of said easement and containing further conditions.
- (d) Declaration of Restrictions recorded in Volume 2244 of Mortgages, Page 656 covering the captioned premises and other premises, more fully described therein, restricting the use of the subject premises solely for residential apartment purposes, and containing other restrictions more fully described in said recorded instrument.
- (e) Zoning ordinances and regulations, if any.

The owners, Stephen J. Linsenmeyer and Jan M. Linsenmeyer, hereinafter referred to as "Grantor", acquired title to said real property by instrument recorded in Volume 2248 of Deeds, Page 160 of the Records of Deeds of Lucas County, Ohio.

The Grantor desired and intended to enable the foregoing real property, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind situated thereon and all privileges belonging or in anyway appertaining thereto, to be owned under and

pursuant to the provisions of Chapter 5311, Ohio Revised Code, entitled, "Condominium Property" and hereafter to be referred to as "condominium property".

The Grantor also desired and intended that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in the condominium property shall at all times enjoy the benefits of, and shall hold their interests therein subject to the rights, easements, privileges and restrictions hereinafter set forth in this Declaration and in the Bylaws of the Woodbrooke Condominium Owners' Association, Inc., hereinafter called the "Association". Attached hereto as Exhibit A, said Bylaws are hereinafter called "bylaws", or otherwise duly and properly recorded, all of which are declared to be in furtherance of a plan to promote the harmonious congenial and cooperative aspects of ownership and to facilitate the proper administration of the condominium property, and were established for the purpose of enhancing the value and attractiveness of the condominium property.

The Grantor also desired to establish for the mutual benefit of all owners, mortgagees or occupants of the condominium property or any part thereof, which shall be known as WOODBROOKE CONDOMINIUM (hereinafter sometimes called "Woodbrooke") certain easements and rights in, over and upon such condominium property and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof.

The Grantor, as the owner of the condominium property, made the following declarations as to the divisions, covenants, restrictions, limitations, conditions and uses to which the condominium property may be put, and shall be binding on Grantor, its successors and assigns, and all subsequent owners of all or any part of the condominium property, together with their respective grantees, heirs, executors, administrators, other legal representatives, devisees, successors or assigns.

#### **ARTICLE I: SUBMISSION OF PROPERTY TO CONDOMINIUM OWNERSHIP.**

The Grantor submitted the condominium property to the provisions of Chapter 5311 of the Ohio Revised Code in order to create a condominium ownership plan. The condominium property included forty (40) residential units in one (1) building made principally of wood and brick veneer with other customary building products and appliances. Said units were separately designated and legally described as fee simple estates.

A set of drawings were attached thereto, incorporated therein and made a part thereof by reference, marked Exhibits B(1) to B(7), inclusive, bearing the statement of Robert C. Twining, Ohio Registered Surveyor No. 5576 and George R. Gurcsik, Registered Engineer No. 39236, as required by Section 5301, Ohio Revised Code, certifying that the layout, location, designation and dimensions of all buildings and units as well as of the common elements insofar as is graphically possible accurately showed the buildings and units as constructed.

#### **ARTICLE II: DEFINITIONS.**

The terms used in this Declaration and in the attached Bylaws shall have the following meanings:

A. "Condominium Property" means the land, all buildings, improvements, and structures on the land, all easements, rights and appurtenances belonging to the land, and all articles of personal property submitted to the provisions of Chapter 5311 of the Revised Code.

B. "Common Elements" includes, unless otherwise provided in this Declaration, all parts of the condominium property other than units or family units, as more fully set forth in Article III, Paragraph B, of this Declaration.



C. "Declaration: means the instrument by which property is submitted to the provisions of Chapter 5311 of the Ohio Revised Code and any and all amendments to the Declaration.

- D. "Common Expenses" means and includes without limiting the generality thereof:
1. All sums lawfully assessed against the unit owners by the Unit Owners' Association
  2. Expenses of administration, maintenance, repair or replacement of the common elements.
  3. Expenses agreed upon as common expenses by the Unit Owners' Association
  4. Expenses declared common expenses by the provision of the Declaration, Bylaws or Regulations of the Association.
  5. Premiums for insurance policies or bonds required to be purchased by the Board of Trustees pursuant to the Declaration or Bylaws of the Association.
  6. Expenses set forth in Chapter 5311 of the Ohio Revised Code

E. "Common Assessments" means assessments charged proportionately against all units for common purposes.

F. "Common Surplus" means the amount by which common assessments collected during any period exceed common expenses..

G. "Common Profits" means the amount by which the total income received from assessments charged for special benefits to specific units, rents received from rentals of equipment or space in common elements and any other fee, charge or income other than common assessments exceeds expenses allocable to the income rental, fee or charge.

H. "Common Losses" means the amount by which the common expenses during any period of time exceeds common assessments and common profits during that period.

I. "Condominium Ownership Interest" means a fee simple estate in a unit, together with an appurtenant undivided interest in the common areas and facilities

J. "Limited Common Elements" means the common elements designated in this Declaration and delineated on the drawings attached thereto as Exhibits B(1) to B(7), inclusive, as reserved for use of a certain unit or units to the exclusion of the other units, which includes, but is not limited to, balconies, patios, assigned garages and carports.

K. "Majority of Owners" means the owners of more than fifty percent (50%) of the aggregate percentage interests assembled at a duly called meeting of the owners. Any specified percentage of owners means owners of such number of percentage interest in the aggregate.

L. "Managing Agent" means a professional managing agent employed by the Association to perform such duties and services as the Board of Trustees shall authorize by contract in conformity with the Declaration and Bylaws.

M. "Owner" or "Unit Owner" or "Family Unit Owner" means any person, corporation, partnership, association, trust or other legal entity, or any combination thereof, which owns a condominium ownership interest in a unit.

N. "Par Value" means a number expressed in dollars or points attached to a unit by the Declaration as set forth in Article III, Paragraph B(3) of this Declaration.

O. "Percentage Interest" means the percentage interest of each unit in the common elements as set forth in Article III, Paragraph B(3) of this Declaration.

P. "Rules and Regulations" means those rules and regulations adopted from time to time by the Board of Trustees that are deemed necessary for the enjoyment of the condominium property provided they are not in conflict with the statutes, Declaration and Bylaws of the Association.

Q. "Unit" or "Family Unit" means a part of the condominium property consisting of one or more rooms on one or more floors of a building and designated as a unit in this Declaration and delineated on the drawings attached hereto as exhibits.

R. "Unit Owners' Association" or "Association" means the organization of all owners of units in the condominium property that administers the condominium property.

### **ARTICLE III: CLASSIFICATION AND DIVISION OF CONDOMINIUM PROPERTY.**

A, Family Units. Each of the Forty (40) family units hereinbefore declared and established as a fee simple estate shall consist of all the space bounded by the undecorated surface of the perimeter walls, floors and ceilings of each such family unit, projected, if necessary, by reason of structural divisions such as interior walls and other partitions, the dimensions, layouts and description of each such family unit being shown on the drawings attached hereto as Exhibits B(1) to B(7), inclusive, and incorporated herein, and including without limitations:

1. The decorated surfaces, including paneling, paint, lacquer, varnish wallpaper, tile and any other finishing material applied to said perimeter walls, floors and ceilings, and also the aforesaid finishing or refinishing material applied to the interior walls, floors and ceilings.
2. All window sashes and doors exclusive of door frames in the interior and perimeter walls, floors and ceilings and the space occupied thereby.
3. The space within all fixtures located within the bounds of a family unit and the space occupied by the fixtures themselves.
4. All unenclosed space, if any, within or occupied by structural parts of the building which may project into the family unit, as defined above, from the unfinished perimeter floor level to the unfinished perimeter ceiling level and including by way of illustration, if any, the space within built-in cabinets, if any, and the hearths lying within fireplaces, if any.
5. All space between interior walls, floors and ceilings, including the space occupied by structural and component parts of the building and by utility pipes, wires and conduits, but excepting therefrom all the following items located within the bounds of the family unit as defined above:
  - a. The structural component parts of all interior walls, floors and ceilings except the decorated surfaces thereof,
  - b. All vent covers, grills, plate covers and other coverings of space affixed to interior and perimeter walls, floors and ceilings, which are hereby defined as parts of said walls, floors and ceilings;



- c. All fixtures located wholly or partly within the family unit, and all control knobs, switches and thermostats affixed to or projecting from the interior and perimeter walls, floors and ceilings;
- d. All structural portions of the building, lying within the bounds of the family unit as above defined;
- e. All plumbing, electric, heating and other utility or service lines, pipes, wires, plugs and outlets lying within the bounds of a family unit as above defined;
- f. Any supporting walls, fixtures and other parts of the building not otherwise contained in the exceptions a. through e. above, inclusive, which are within the boundaries of the unit but which are necessary for the existence, support, maintenance, safety or comfort of any other part of the condominium property.

## B. Common Elements.

1. Description of Common Elements. The entire balance of real property and improvements thereon, including, but not limited to, all foundations, roofs, main and supporting walls, exterior parking space, driveways, porches, swimming pool, and equipment appurtenant thereto, trees, lawns, gardens, pavement, wires, conduits, utility lines and ducts now or hereafter situated on the condominium property, are hereby declared and established as the common elements. Specifically, but not by way of limitation, all electric fixture, utility pipes and lines, faucets, shower heads, plugs, connections or fixtures as defined by the laws of the State of Ohio and all replacements thereof shall be part of the common elements provided, however, that unless otherwise established by the Association, the care, maintenance, repair and replacement of all or any portion of such elements or fixtures located within a family unit shall be the responsibility of the owner of such family unit.

1 (b). Limited Common Elements. Included in the common elements, but restricted to the use of the owners of the units to which such elements are appurtenant, are the patios, balconies, garages and carports and all fixtures located in whole or in part within the boundaries of the individual family units and intended for the service of such family units.

2. Use of Common Elements. As a tenant in common with all other such owners, each owner of a family unit shall own an undivided interest in the common elements (including limited common elements) and, except as otherwise limited in this Declaration and in the Bylaws, shall have the right to use the common elements for all purposes incident to the use and occupancy of his family unit as a place of residence, and such other incidental uses permitted by this Declaration and Bylaws and the administrative rules and regulations, including the nonexclusive easement, together with other family unit owners to the use and enjoyment of the common elements and for ingress and egress to and from the respective family units, which rights shall be appurtenant to and shall run with his family unit. The extent of such ownership in the common elements is hereby deemed and expressed by the percentage interest immediately hereinafter set forth; such percentage interest shall remain constant and shall not be changed except by an amendment to this Declaration unanimously approved by all family units owners.

3. Ownership of Common Elements. The percentage of ownership of the common elements attributable to the ownership interest in each family unit, together with the percentage of interest in the Association for voting purposes and for the division of common profits and expenses, as described in Article VII, Paragraph B, of this Declaration, shall be as follows:

<b>HALLWAY</b>	<b>FAMILY UNIT NUMBER</b>	<b>PAR VALUE</b>	<b>PERCENTAGE INTEREST IN COMMON ELEMENTS &amp; FACILITIES PER UNIT</b>
A	113	\$51,250	.02481239 percent
	114	51,250	.02481239 percent
	213	52,750	.02553861 percent
	214	52,750	.02553861 percent
	313	52,750	.02553861 percent
	314	52,750	.02553861 percent
	B	111	\$57,250
112		51,250	.02481239 percent
211		58,750	.02844348 percent
212		52,750	.02553861 percent
311		58,750	.02844348 percent
312		52,750	.02553861 percent
C		109	\$39,750
	110	39,750	.01924473 percent
	209	52,750	.02553861 percent
	210	42,750	.02069717 percent
	309	52,750	.02553861 percent
	310	42,750	.02069717 percent
	D	207	\$58,750
208		52,750	.02553861 percent
307		58,750	.02844348 percent
308		52,750	.02553861 percent
E	105	\$39,750	.01924473 percent
	106	51,250	.02481239 percent
	205	42,750	.02069717 percent
	206	52,750	.02553861 percent
	305	42,750	.02069717 percent
	306	52,750	.02553861 percent
	F	103	\$51,250
104		57,250	.02771727 percent
203		52,750	.02553861 percent
204		58,750	.02844348 percent
303		52,750	.02553861 percent
304		58,750	.02844348 percent
G		101	\$51,250
	102	51,250	.02481239 percent
	201	52,750	.02553861 percent
	202	52,750	.02553861 percent
	301	52,750	.02553861 percent
	302	52,750	.02553861 percent



4. Partition. There shall be no partition of the common elements through judicial proceedings or otherwise until this Declaration is terminated and the condominium property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided however, that if any family unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such family unit ownership as between such co-owners.

5. Use of Common Elements.

1. Regulations by Association. No person shall use the common elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be adopted by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right but not the obligation, to promulgate administrative rules and regulations limiting the use of the common elements to members of the Association and their respective families, guests, invitees and servants, as well as to provide for the exclusive use by a family unit owner and his guests, for specific occasions, of the recreational areas or other similar facilities. Such use may be conditioned upon, among other things, the payment by the family unit owner of such assessment as may be established by the Association for the purpose of defraying costs thereof.

2. Management, Maintenance, Repairs, Alterations and Improvements. Except as otherwise specifically provided herein, management operation, repair, alteration and improvement of the common elements and limited common elements are 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. Such delegation may be evidenced by a management contract which shall provide for reasonable compensation of the manager or managing agent, or employees of such managing agent. Upon expiration of the initial term, the management contract, if applicable, shall be renewed only upon a vote of the unit owners pursuant to the Bylaws.

3. Use of Common Elements. Subject to the administrative rules and regulations from time to time promulgated by the Association through its Board of Trustees, all owners may use the common elements in such manner as will not restrict or interfere with the use thereof by the other owners.

#### **ARTICLE IV: GENERAL PROVISIONS AS TO FAMILY UNITS AND COMMON ELEMENTS**

A. Maintenance of Family Units.

1. By the Association. The Association, at its expense shall be responsible for the Maintenance, operation, repair and replacement of driveways, porches, balconies, patios, garages, carports, alcoves, walkways, parking spaces and those portions of each family unit which contribute to the support, use and enjoyment of the multi-unit building in which said family unit is located, excluding however, interior walls, ceilings and floor surfaces, or other areas defined as part of the family unit. Alterations or repairs may be made to any portion of a family unit if in the opinion of the Board of Trustees it is necessary for public safety or in order to prevent damage to or destruction of any part of condominium property. The expense thereof shall be paid by the family unit owner. Any person who does work or labor upon or furnishes machinery, material or fuel for the alteration or repair of any unit without consent or authorization of the owner, part owner or lessee of any interest in such family unit, is



nevertheless entitled to a lien to secure payment therefore on the estate or interest in such family unit of the owner thereof, pursuant to applicable sections of the Ohio Revised Code, if such alteration or repair has been duly authorized or directed by the Board of Trustees of the Association and has been necessary in the opinion of the Board for public safety or in order to prevent damage to or destruction of any other part of the condominium property.

2. Family Unit Owner. The responsibility of each family unit owner shall be as follows:

a. To maintain, repair and replace at his expense all portions of his family unit, and all internal or external installations of such family unit such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations and any portion of any other utility service facilities located within the family unit boundaries.

b. To maintain and repair all windows, doors, air conditioning units, utility meters appurtenant to such unit, and all associated structures and fixtures therein, or which are limited common elements appurtenant to his family unit for which the Association is not responsible by a specific provision herein. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances.

c. To perform his responsibilities in such manner so as to not unreasonably disturb other persons residing within the building

d. Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the family unit, unless the written consent of the association is obtained.

e. 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.

f. Not to make any alterations in the portions of the family unit or the building in which said family unit is located 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 said building without first obtaining the written consent of the Association, nor shall any family unit owner impair any easement without first obtaining the written consents of the Association and of the owner or owners for whose benefit such easement exists.

3. No Contractual Liability of Association. Nothing herein contained, however shall be construed so as to impose a contractual liability upon the Association for maintenance, repair and replacement. However, the Association shall be liable for damages resulting from the negligence of its servants or employees.

B. Repairs to Common Elements Necessitated by Family Unit Owners Acts. Each owner agrees to maintain, repair and replaced at his expense all portions of the common elements which may be damaged or destroyed by reason of his own or any occupant's act or neglect, or by the act or neglect of any invitee, licensee or guest of such owner or occupant.

C. Construction Defects. The obligation of the Association and of 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 pursuant to Section 5311.25 of the Ohio Revised Code.



D. Effect of Insurance or Construction Guarantees. Notwithstanding the fact that the Association and/or any family unit owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any supplier or 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 product or construction guarantees or insurance coverage shall not excuse any delay by the Association or any family unit owner in performing his obligation hereunder.

E. No Severance of Ownership. No owner shall execute any deed, mortgage, lease or other instrument affecting title to his family unit ownership without including therein both his interest in the family unit, his assigned garage, his assigned carport and his corresponding percentage of ownership in the common elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein. For purposes of conveyance of title to a purchaser or other grantee of a family unit, description by unit number and reference to this Declaration and to the attached drawings shall be adequate to convey the fee simple title thereto together with the percentage interest in and to the common elements. The family unit owners shall be able to sell their rights to the use of their assigned garages or assigned carports to other family unit owners of the Woodbrooke Condominiums or the Woodbrooke Condominium Owners' Association, Inc.

F. Easements.

1. Encroachments. In the event that, by reason of the construction, settlement or shifting of any building, or by reason of the partial or total destruction and rebuilding of any 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 family 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 within the building and adjoining his family unit, or if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one family unit presently encroaches, or shall hereafter encroach upon any part of any family unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such family unit and the common 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 said owner.

2. Maintenance Easements. The owner of each family unit shall be subject to easements for access arising from necessity of maintenance or operation of the entire building in which his unit is located. The owner of such family unit shall have the permanent right and easement to and through the common elements and walls to the use of water, sewer, power, foundations 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.



3. Easements for Certain Utilities. The Association may hereafter grant easements for utility purposes for the benefit of the condominium property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduit and wires over, under, along and on any portion of the common elements; and each family unit owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such family unit owners, such instruments as may be necessary to effectuate the foregoing.

4. Easements Through Walls Within Family Units. Easements are hereby declared and granted to install, lay, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of the family units, whether or not such walls lie in whole or in part within the family unit boundaries.

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

6. Reference to Easements in Deeds. Reference in the respective deeds of conveyance, or in any mortgage or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgages and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such document.

#### **ARTICLE V: COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY**

The following covenants, restrictions, conditions and limitations as to use and occupancy shall run with the land and shall be binding upon each family unit owner, his heirs, tenants, licensees and assigns.

A. Purpose of Property. No part of the condominium property shall be used for other than private residential housing and the common recreation purposes for which the property was designed. Each family unit shall be used as a residence for a single family and for no other purposes.

B. Exterior Surfaces of Buildings. Family unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any building and no sign, other than the condominium identification sign, awning canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Association.

C. Animals and Pets. No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or be kept in any family unit or in the common elements, except that no more than two (2) cats may be kept in a family unit, subject to the rules and regulations adopted by the Association, provided that such cats are not kept, bred or maintained for any commercial purposes; and further provided that such cats causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the condominium property,



subject to these restrictions, upon three (3) days written notice from the Board of Trustees of the Association. What constitutes a nuisance or unreasonable disturbance shall be at the sole discretion of the Board of Trustees.

D. Hazardous Uses and Waste. Nothing shall be done or kept in any family unit or in the common elements which will increase the rate of insurance of the building in which such unit is located, or the contents thereof. No family unit owner shall permit anything to be done or kept in the family unit or in the common elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No abuse or destruction shall be committed in the common elements.

E. Nuisances. No noxious or offensive activity shall be carried on in the 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.

F. Obstructions of Common Elements. There shall be no obstructions of the common elements nor shall anything be stored in the common elements without the prior consent of the association except as hereinafter expressly provided. Each family unit owner shall be obligated to maintain and keep in good order and repair his own family unit.

G. Sale of Liquor. No spiritous, vinous or fermented liquors of any kind shall be manufactured or sold upon said premises.

H. Prohibited Activities. No industry, business, trade, occupation or profession of any kind, commercial religious, educational, or other activity, designated for profit, charity, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the condominium property.

I. 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.

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

K. Impairment of Structural Integrity of Building. Nothing shall be done in any family unit or in, on or to the common elements which will impair the structural integrity of any building or which would structurally change any building.

L. Rental of Family Units. A family unit is considered a rental unit when a non-resident owner rents or leases his family unit for investment purposes.

1. Owners of one family unit who have a member or members of their immediate family (grandparents, parents, children, grandchildren, brothers or sisters) occupying their unit will not have their unit considered as a "rental unit"; however, they must notify the Board of Trustees for informational purposes only.

2. Owners of one family unit who owned their unit prior to October 22, 2007, shall have the right to rent their family unit, provided that prior approval is received from the Board of Trustees and that no more than thirty percent (30%) of the family units are rented or leased simultaneously. The Board of Trustees, in making their decision, will give consideration to "hardship" cases, such as financial hardship, injury, illness or death, and their approval will not be unreasonably withheld.
3. Owners of one family unit who purchased their unit on or after October 22, 2007, will not be allowed to rent their unit for a period of two (2) years after their purchase date. After two (2) years have passed, they shall have the right to rent their family unit, provided that prior approval is received from the Board of Trustees. They will receive the same Board of Trustees considerations as listed above in this Paragraph L of Article V.
4. In addition, owners of two or more family units will not be allowed to rent their units. However, the current family unit owner who owns a total of seven (7) family units (#203, #206, #208, #214, #303, #306, #313), shall be grandfathered under this provision of Paragraph L, allowing this owner to continue to rent his seven units. If this family unit owner sells any of his units, the future owners must abide by these restrictions as stated in this Paragraph L of Article V.
5. All rental agreements must be made subject to the covenants and restrictions in the Declaration and further subject to the Bylaws, and the Rules and Regulations of the Association. The family units may not be rented for transient or hotel purposes which shall be defined as (1) rental of any period less than six (6) months, or (2) rental of less than the entire unit, or (3) occupancy is for other than the lessee, his or her family or guests.

M. Lounging or Storage in Common Elements. There shall be no storing or parking of personal property on any part of the common elements except in accordance with the rules and regulations therefore adopted by the Association.

#### **ARTICLE VI: 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 Trustees of the Association or the breach of any covenant or provision contained in this Declaration or in the Bylaws of the Association, shall give the Board of Trustees the right, in addition to the rights hereinafter set forth in this Article, (1) to enter upon the family unit or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the 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, and the Board of Trustees, or its agents, shall not be thereby deemed guilty in any manner of trespass, or (2) to enjoin, abate or remedy by appropriate legal proceedings the continuance of any breach.



B. Involuntary Sale. If any family unit 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 this Declaration or the Bylaws of the Association, or the rules and regulations adopted by the Board of Trustees of the Association, and such violation shall continue for thirty (30) days after notice in writing from the Board of Trustees, or shall occur repeatedly during any thirty-day period after written notice or request from the Board of Trustees to cure such violation, then the Board of Trustees shall have the power to issue to the defaulting owner a twenty (20) day notice in writing to terminate the rights of the said defaulting owner to continue as an owner and to continue to occupy, use or control his unit and thereupon an action may be filed by the Board of Trustees against the defaulting owner for a decree of mandatory injunction against the owner or occupant, or, in the alternative, 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, 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 of the right, title and interest of the owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the Court shall establish, except that the Court shall enjoin and restrain the defaulting owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge Court costs, master's or commissioner's fees, Court Report charges, reasonable attorneys' fees, and all other expenses of the proceeding, and all such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens, may be paid to the owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the family unit ownership and the 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.

#### **ARTICLE VII: ASSESSMENTS AND LIENS OF ASSOCIATION.**

A. General. Assessments for the maintenance, operation, 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, in the manner provided in the Bylaws, or as permitted by Ohio law.

B. Assessment for Common Expenses. All common expenses shall be paid by the unit owners in proportion to condominium ownership interests.

C. 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 as well as their proportionate representation for voting purposes in the Association is equivalent to the condominium ownership interests as established in Article III, Paragraph B(3) hereof.

D. Nonuse 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.



E. 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 ten (10) days after the same have become due and payable from the time a certificate therefore, subscribed by the President or Treasurer of the Association, is filed with the Recorder of Lucas County, Ohio, pursuant to authorization given by the Board of Trustees of the Association. Such certificate shall contain a description of the family unit, the name or names of the record owner or owners thereof and the amount of such unpaid portion of the common expenses. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a Court in an action brought to discharge such lien as provided for in Paragraph G of this Article.

F. Priority of Association's Lien. The lien provided for in Paragraph E of this Article shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages which have previously been filed for record, and may be foreclosed in an action brought by the Association in the same manner as a mortgage on real property. 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 Association in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become a purchaser at the foreclosure sale.

G. 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 commence an action for discharge of the lien in the Court of Common Pleas of Lucas County, Ohio.

H. Nonliability of Foreclosure Sale Purchase for Past Due Common Expenses. Where the mortgagee of a first mortgage of record or other purchaser of a family unit acquires title to the family unit as a result of foreclosure of the first 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 became due prior to the acquisition of title to such family unit by such acquirer. Such unpaid share of common expenses or assessments shall be a lien upon the premises but shall be deemed to be common expenses collectable from all of the family units, including that of such acquirer, his successors or assigns.

I. Liability for Common Expenses and 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 (1) the Grantor and (2) his family unit for the Grantor's share of common expenses and assessments up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the Grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Board of Trustees of the Association setting forth the amount of all unpaid common expenses and 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 common expenses and assessments by the Association against the Grantor in excess of the amount set forth in such statement for the period reflected in such statement.

### **ARTICLE VIII: UNIT OWNERS' ASSOCIATION**

A. Membership. There is hereby created the Woodbrooke Condominium Owners' Association, Inc. herein called the "Association" which shall through its Board of Trustees administer the condominium property. Each family unit owner or owners (hereinafter called "owner" upon acquisition of title to a family unit shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his family unit ownership at which time the new owner of such family unit shall automatically become a member of the Association. The Board of Trustees and officers of the Association elected as provided in the Bylaws 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 shall be deemed exercisable or dischargeable by, or vested in, an officer or member of the Board of Trustees solely in his capacity as an officer or a member of the Board of Trustees, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this Declaration and the Bylaws.

B. Administration of Condominium Property. The administration of the condominium property shall be in accordance with the provisions of this Declaration and the Bylaws. Each owner, tenant or occupant of a family unit shall comply with the provisions of this Declaration, the Bylaws, rules and regulations, 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.

C. Service of Process. The person to receive service of process for the Association shall be the President of the Association. The President of the Association shall be a resident of the condominium and an owner of one of its family units.

### **ARTICLE IX: DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS**

A. Sufficient Insurance. In the event any building, structure or improvement forming a part of the condominium property, or any portion thereof, shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Association in payment therefor, provided, however, that in the event, within thirty (30) days after such damage or



destruction, the family unit owners, if they are entitled to do so pursuant to Paragraph C of this Article, shall elect to sell the condominium property or to withdraw the same from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken.

B. **Insufficient Insurance.** In the event any building, structure or improvement forming a part of the condominium property, or any portion thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the family unit owners shall within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to Paragraph C of this Article, elect to withdraw the property from the provisions of this Declaration, such repair, restoration or reconstruction of the family units so damaged or destroyed shall be undertaken by the Association at the expense of the owners of the family units in the same proportion in which they shall own the common elements and such repair, restoration or reconstruction of all or any part of the common elements shall be undertaken by the Association at the expense of all the owners of family units in the same proportions in which they shall own the common elements. Should any family unit owner refuse or fail after reasonable notice to pay his share of such cost in excess of available insurance proceeds, the amount thereof may be advanced by the Association and the amount so advanced by the Association shall be assessed to such owner and such assessment shall have the same force and effect and, if not paid, may be enforced in the same manner as hereinbefore provided for the nonpayment of assessments.

C. **Nonrestoration of Damage or Destruction.** In the event of substantial damage to or destruction of any building containing family units, the family unit owners by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power may elect not to repair or restore such damage or destruction. Upon such election, all of the condominium property shall be subject to an action for sale as upon partition at the suit of any family unit owner. In the event of any such sale or a sale of the condominium property after such election by agreement of all family unit owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all family unit owners in proportion to their respective percentages of interest in the common elements. No family unit, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his family unit have been paid, released or discharged.

## **ARTICLE X: REHABILITATION AND SUBSEQUENT IMPROVEMENTS.**

A. **Rehabilitation of Existing Buildings, Structures and Other Improvements.** The Association may, by the affirmative vote of family unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power, determine that the condominium property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board of Trustees of the Association shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense.



## ARTICLE XI: INSURANCE.

A. Fire and Extended Coverage Insurance. The Association shall obtain for the benefit of all family unit owners insurance on all buildings, structures or other improvements now or at any time hereafter constituting a part of the condominium property against loss or damage by fire, lightning and such perils as are at this time comprehended within the term "extended coverage", and vandalism and malicious mischief in an amount not less than eighty percent (80%) of the replacement value thereof. Such insurance shall be written in the name of, and the proceeds thereof shall be payable to the Association, as trustee for each of the family unit owners in accordance with the percentage ownership in the common elements set forth in Article III, Paragraph B(3). Such insurance shall also provide for built-in or installed fixtures and equipment in an amount not less than eighty percent (80%) of the replacement value thereof.

Such insurance, when obtained by the Association, shall be without prejudice to the right of the owner of a family unit to obtain individual contents or chattel property insurance, but no family unit owner may at any time purchase individual policies of insurance on his family unit or his interest in the common elements as real property unless Woodbrooke Condominium Owners' Association, Inc., shall be a named insured in such policy.

Such policy of insurance shall contain an endorsement recognizing the interest of any mortgagee or mortgagees of any family unit.

Such policy shall also provide for the release by the insured thereof of any and all rights of subrogation or assignment and all causes and rights or recovery against any family unit owner, member of his family, his tenant, or other occupant of the condominium property for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

B. Public Liability Insurance. The Association shall insure itself, the Board of Trustees, all family unit owners and members of their respective families and other persons residing with them in the condominium property, their tenants, and all persons lawfully in possession or control of any part of the condominium property, against liability for bodily injury, disease illness or death and for injury to or destruction of property occurring upon, in or about, or arising from the common elements, such insurance to afford protection to a limit of not less than Two Hundred Fifty Thousand Dollars (\$250,000) in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than Five Hundred Thousand Dollars (\$500,000) in respect to any one occurrence, and to the limit of not less than Twenty-five Thousand Dollars (\$25,000) in respect to damage to or destruction of property arising out of any one accident.

Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the use and occupancy of the individual family units.

C. Insurance Premiums. Insurance premiums for the policies referred to in Paragraphs A and B of this article shall be a common expense.

D. Modification of Coverage. It shall be deemed compliance with this Article if provisions of insurance vary but are considered to provide equivalent or better coverage than specified herein.



## **ARTICLE XII: REMOVAL FROM CONDOMINIUM OWNERSHIP.**

The family unit owners, by not less than seventy-five percent (75%) 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 Lucas County, Ohio, and by him recorded. Such certificate shall be signed by the President of the Board of Trustees of the Association, who shall certify therein under oath that all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the common 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.

The condominium property shall be deemed removed from the provision of Chapter 5311 of the Ohio Revised Code upon filing of the certificate with the County Recorder and upon such removal, the property shall be owned in common by the unit owners. The undivided interests in the property owned by each unit owner shall be the percentage of interest in the common elements previously owned by such owner.

## **ARTICLE XIII: AMENDMENT OF DECLARATION AND BYLAWS.**

This Declaration and the Bylaws may be amended upon the filing for record with the Recorder of Lucas County, Ohio, of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added or old matter to be deleted, which instrument shall have been duly executed by the family unit owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association. Such amendment must be executed with the same formalities as this Declaration and must refer to the volume and page in which this Declaration and its attached exhibits are recorded and must contain an affidavit executed by the President or Treasurer of the Association stating that a copy of the amendment has been mailed by certified mail to all family unit owners and mortgages having bona fide liens of record against any family unit ownership. No amendment shall have any effect, however, upon a bona fide mortgagee until the written consent to such amendment of such mortgagee has been secured. Such consents shall be retained by the Secretary of the Association. The affidavit of the President referred to above shall contain the names of the consenting and non-consenting mortgagees of the various family units which such list of names of mortgagees shall be sufficient for reliance by the general public. If less than all mortgagees consent to an amendment to the Declaration and/or the Bylaws, said amendment or modification shall nevertheless be valid among the family unit owners, provided that the rights of a non-consenting mortgagee shall not be derogated thereby. No provision in this Declaration or Bylaws may be changed, modified or rescinded, however, which, after such change, modification or rescission would conflict with the provisions of Chapter 5311, Ohio Revised Code, nor may any amendment be made to the percentage interests set forth in Article III, Paragraph B(3), without the prior unanimous approval of all family unit owners and their respective mortgagees.



#### **ARTICLE XIV: MANAGEMENT AGREEMENT.**

The Association may enter into a Management Agreement. The Association may delegate to the Management Firm the power of the Association, through the Board of Trustees, to determine the budget, make assessments for common expenses and collect assessments, and do such other things as may be necessary and proper to carry out the powers and duties of the Board of Trustees. Subject to limitations of law, each unit owner, his heirs, successors and assigns, shall be bound by said Management Agreement for the purposes therein expressed, including but not limited to:

A. Adopting, confirming and consenting to the execution of said Management Agreement by the Association.

B. Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by unit owners in the cases provided therefore in said Management Agreement.

C. Confirming and approving each and every provision of said Management Agreement, and acknowledging that all of the terms and provisions thereof are reasonable, and agreeing to be bound by said agreement.

D. Agreeing that the persons acting as Trustees and Officers of the Association entering into such an Agreement have not breached any of their duties or obligations to the Association.

E. It is specifically recognized that some or all of the persons comprising the Board of Trustees and Officers of the Association are or may be stockholders, officers and directors of the Management Firm, and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Association nor as possible grounds to invalidate such Management Agreement, in whole or in part.

#### **ARTICLE XV: MISCELLANEOUS PROVISIONS**

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

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

C. The invalidity of any covenant, 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 document.

D. If any one of the privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rules restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Edward M. Kennedy, United States Senator from the State of Massachusetts.

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

F. 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.

G. Wherever any words are used in this Declaration in the masculine gender, they shall be construed as though they were also in the feminine gender in all cases where they would so apply; and where any words are used herein in the singular form, they shall also be construed as though they were also used in the plural form in all cases where they would so apply.

H. The Fair Housing Act prohibits discrimination in housing and any terms that discriminate on the basis of familial status or on the basis of race, color, ancestry or national origin, gender, sexual preference, disability, veteran status or religion have been removed from the Declaration and Bylaws.

IN WITNESS WHEREOF, Gerald N. Biggs, Martin T. Geithmann and Ronald L. LeRoux, being all of the incorporators of Woodbrooke Condominium Owners' Association, Inc., have executed this Declaration this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Gerald N. Biggs

\_\_\_\_\_  
Martin T. Geithmann

\_\_\_\_\_  
Ronald L. LeRoux

This instrument was prepared by:  
Woodbrooke Condominium Owners' Assn., Inc.  
6640 Salisbury Road, #C-109  
Maumee, OH 43537