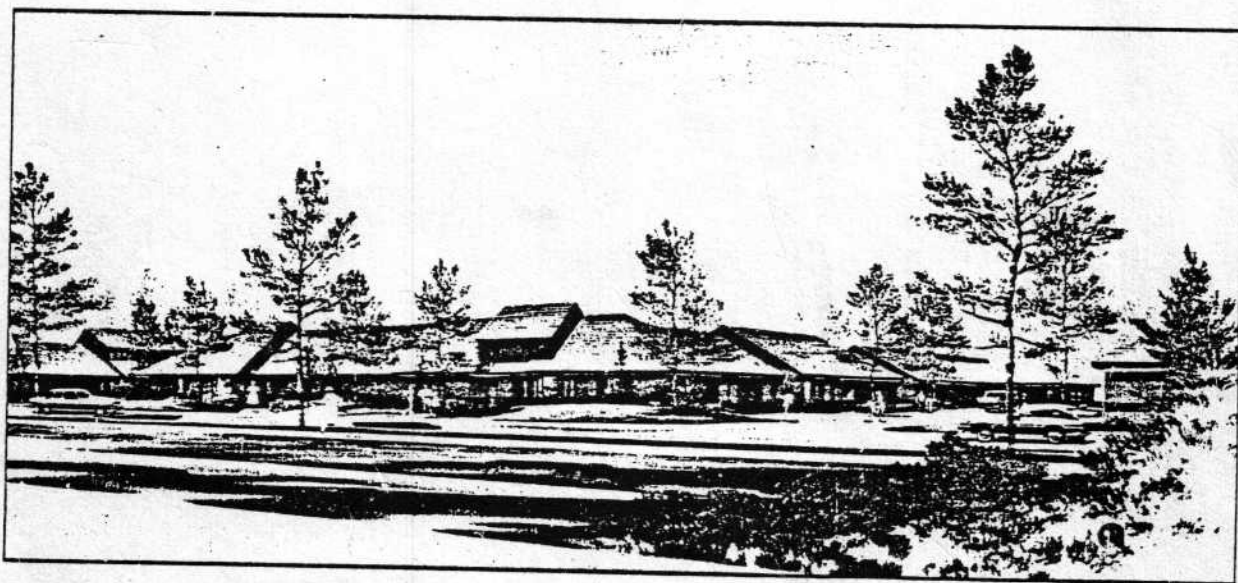


Recorded Decs. of 1st Amend (Bldg) (unrecorded)

# BAYWOOD ESTATES

---

CONDOMINIUMS



1

172<sup>00</sup> + 561<sup>60</sup> PLAT

*J. Timothy McConach*  
COUNTY AUDITOR  
COUNTY AUDITOR

RECORDER NOTE:  
FOR MAPS ACCOMPANYING THIS DECLARATION AND  
BY LAWS SEE VOL. 51 PAGES 97 TO 99  
INCLUSIVE OF CONDOMINIUM MAP RECORDS. 09

1089351

733<sup>60</sup>

BAYWOOD ESTATES CONDOMINIUMS  
CUYAHOGA COUNTY  
STATE OF OHIO

DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Declaration, together with Drawings and Bylaws attached thereto as Exhibits, have been filed in the Office of the County Auditor, Cuyahoga County, Ohio.

Date: *October 5, 1984*

Deputy  
CUYAHOGA COUNTY AUDITOR  
By *Jennifer Sybraster*

This Instrument Prepared By:  
Boukalik & Linden  
Attorneys at Law  
500 National City Bank Bldg.  
Cleveland, Ohio 44114  
(216) 621-0590

COUNTY RECORDER  
OCT 5 4 01 PM '84  
RECORDED THIS DATE  
BENNY BONANNO  
CUYAHOGA CITY RECORDER

<u>ARTICLE</u>		<u>PAGE NO.</u>
I	Definitions.....	1
II	Submission to Condominium Statutes.....	4
III	Name of Condominium Property.....	4
IV	Purpose and Restrictions Affecting the Property.....	4
	4.1 Purpose.....	4
	4.2 Restrictions.....	5
V	General Description of Property.....	7
VI	Description of Unit.....	8
	6.1 Description.....	8
	6.2 No Subdivision.....	8
	6.3 Unit Includes Interest in Common Areas and Facilities.....	8
VII	Common Areas and Facilities.....	8
	7.1 Description.....	8
	7.2 Limited Common Areas and Facilities.....	9
	7.3 Percentages of Interest in Common Areas and Facilities.....	9
	7.4 Unit Descriptions in Deeds.....	10
VIII	Unit Owners Association.....	10
IX	Service of Process.....	10
X	Duties of Association.....	11
	10.1 Maintaining Common Areas and Facilities.....	11
	10.2 Managing Agent.....	11
	10.3 Maintaining City Property.....	11
	10.4 City of Beachwood Property.....	11a
	10.5 Water Charges.....	11a
	10.6 Prohibitions.....	11a
XI	Duties of Unit Owners.....	12
	11.1 List of Duties.....	12
	11.2 Failure to Perform Duties.....	13

ARTICLEPAGE NO.

XII	Common Expenses and Special Charges; Common Profits.....	13
	12.1 Common Expenses.....	13
	12.2 Lien of Association.....	13
	12.3 Mortgage Protection Upon Foreclosure.....	13
	12.4 Liability of Grantee for Common Expenses.....	13
	12.5 Distribution of Common Profits.....	14
	12.6 Grantee's Right to Common Profits.....	14
XIII	Easements.....	14
	13.1 Creation.....	14
	13.2 Failure to Reference Easements in Documents.....	16
XIV	Insurance, Damage and Destruction.....	16
	14.1 Description of Casualty Insurance.....	16
	14.2 Insureds Under the Casualty Insurance Policies.....	17
	14.3 Unit Owner's Obtaining Separate Insurance.....	18
	14.4 Declarant's Responsibility to Obtain Insurance.....	18a
	14.5 Liability Insurance.....	18a
	14.6 Other Types of Insurance.....	19
	14.7 Damage or Destruction.....	19
	14.8 Repair of Damage.....	20
	14.9 Sale of Property.....	20
XV	Condemnation.....	20
XVI	Rights of First Mortgagees.....	21
XVII	Obsolescence.....	22
XVIII	Remedies for Breach of Covenants and Rules.....	23
	18.1 General Rights of Association.....	23
	18.2 Termination of Condominium Ownership Interest.....	23

<u>ARTICLE</u>		<u>PAGE NO.</u>
XIX	Additions to Condominium Property.....	24
	19.1 Declarants Option to Submit Additional Condominium Property.....	24
	19.2 Requirements for Submitting Additional Condominium Property.....	25
	19.3 Types of Units and Percentages of Interest.....	25
XX	Amendment of Declaration and Bylaws.....	26
	20.1 Rights Reserved by Declarant.....	26
	20.2 General Provisions for Amendments.....	27
	20.3 Prohibitions on Amendments.....	27
	20.4 Amendments for Special Purposes.....	27
XXI	Certain Provisions Required or Permitted by the Act.....	28
	21.1 Deposit or Down Payment.....	28
	21.2 Declarant's Interest in Common Areas and Facilities.....	28
	21.3 Authority of Declarant and Termination Thereof.....	28
	21.4 Declarant's Warranties.....	29
	21.5 Declarant's Rights and Obligations as Unit Owner.....	30
XXII	Miscellaneous Provisions.....	30
	22.1 Mechanic's Lien.....	30
	22.2 Notices.....	30
	22.3 Names and Address of First Mortgagees.....	31
	22.4 Liability and Indemnity Provisions in Respect of the Board and Officers of Association.....	31
	22.5 Association's Authority to Acquire and Sell Real Property and Personalty.....	31
	22.6 Provisions Running with the Land.....	32
	22.7 Severability.....	32
	22.8 Definitions in the Act.....	32

ARTICLEPAGE NO.

22.9	Inconsistencies Between the Act, Declaration and Bylaws.....	32
22.10	Removal of the Condominium Property from the Act.....	32
22.11	No Waiver.....	32
22.12	Exculpation of Declarant from Liability.....	32
22.13	Gender.....	33
22.14	Interpretation.....	33
22.15	Exhibits.....	33
XXIII	Rules Against Perpetuities.....	33
XXIV	Marginal References.....	33

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

BAYWOOD ESTATES CONDOMINIUMS

THIS DECLARATION is made and entered into this 5th day of OCTOBER, 1984, by CONDOMINIUM CONCEPTS, INC., an Ohio Corporation (herein referred to as "Declarant"), for the purpose of submitting certain property to condominium use and ownership in accordance with the provisions of the "Act" (herein defined).

WHEREAS, Declarant is the owner in fee simple of Parcel No. 1 (herein defined) and desires to submit to the provisions of the Act the Condominium Property (herein defined), of which Parcel No. 1 is a part; and

WHEREAS, Declarant is the owner in fee simple of the Adjacent Parcel (herein defined) and desires to reserve the right to provide for the future submission to the provisions of the Act all or a part of the Adjacent Parcel, together with the Additional Residential Buildings (herein defined) and all other structures, improvements and facilities that hereafter may be constructed or installed on all or part of the Adjacent Parcel.

NOW, THEREFORE, Declarant hereby declares:

ARTICLE I  
DEFINITIONS

The terms defined in this Article I (except as herein otherwise expressly provided or unless the context otherwise requires), for all purposes of this Declaration, the Bylaws and the Drawings and any amendments thereto, shall have the respective meanings hereinafter set forth:

1.1 "Act" means the Ohio Condominium Act as contained in Ohio Revised Code Chapter 5311, as the same may be amended or supplemented from time to time.

1.2 "Additional Condominium Property" means the Adjacent Parcel, the Additional Residential Buildings, and all other structures, improvements and facilities that may hereafter be constructed or installed on the Adjacent Parcel, all easements, rights and appurtenances thereto belonging, and all articles of personal property that may be owned by Declarant and may be located on the Adjacent Parcel for the common use of the Unit Owners.

1.3 "Additional Drawings" means the drawings that shall accompany any amendment of this Declaration pursuant to which the Additional Condominium Property may be submitted to the provisions of the Act.

1.4 "Additional Residential Buildings" means that part of the Additional Condominium Property which will consist of such additional residential buildings as may be constructed on the Adjacent Parcel pursuant to the provisions of Article XIX hereof.

1.5 "Adjacent Parcel" means that part of the Additional Condominium Property consisting of land described in "Exhibit "B" hereof.

1.6 "Assessments" means regular and special assessments charged proportionately against all Units for common purposes.

1.7 "Association" means Baywood Estates Condominium Association, a non-profit corporation to be formed under Chapter 1702 of the Ohio Revised Code, which shall be a unit owners' association as defined in Section 5311.01(L) of the Act.

1.8 "Board" means the Board of Managers of the Association as the same may be constituted from time to time.

1.9 "Bylaws" means the Bylaws of the Association, attached hereto as Exhibit "C" and made a part hereof.

1.10 "Common Areas and Facilities" means all parts of the Condominium Property except the Units.

1.11 "Common Expenses" means all costs, expenses and charges which the Association may charge against a Unit or a Unit Owner as Assessments pursuant to this Declaration, the Bylaws or the Act.

1.12 "Common Profits" means the amount by which the total income received by the Association from any rental, fee, charge or other receipt (excluding Assessments) exceeds the expenses allocable to such income.

1.13 "Condominium Ownership Interest" means a fee simple estate in a Unit, together with its appurtenant undivided interest in the Common Areas and Facilities.

1.14 "Condominium Property" means Parcel No. 1, the Residential Buildings, all other structures, improvements and facilities that have been or may hereafter be constructed or installed on Parcel No. 1, all easements, rights and appurtenances thereunto belonging, and all articles of

personal property owned by Declarant or the Association and now or hereafter located on Parcel No. 1 for the common use of the Unit Owners, provided, however, that if Declarant submits the Additional Condominium Property to the provisions of the Act by amending this Declaration, the references herein to Condominium Property shall include the Additional Condominium Property.

1.15 "Condominium Roadway" means the paved roadway over the land as described in Exhibit "I" hereof which roadway runs parallel with Richmond Road on the easterly side of the Condominium Property and which roadway provides a means of access for ingress and egress between the Condominium Property and Richmond Road, a duly dedicated street.

1.16 "Declaration" means this instrument and all of the Exhibits hereto, as originally executed, or, if amended, as so amended, by which the Condominium Property is submitted to the provisions of Chapter 5311 of the Act.

1.17 "Drawings" means the drawings prepared and certified by Keeva J. Kekst, Registered Architects and Elewski & Associates, Inc., Civil Engineer & Surveyor in accordance with Section 5311.07 of the Act, which Drawings are marked and identified as Exhibit "D", provided, however, that if the Additional Condominium Property is submitted to the provisions of the Act by amending this Declaration, the reference herein to Drawings shall include the Additional Drawings.

1.18 "Limited Common Areas and Facilities" means the Common Areas and Facilities reserved for the use of a certain Unit to the exclusion of all other Units.

1.19 "Occupant" means the natural person or persons in possession of a Unit.

1.20 "Parcel No. 1" means the land described in Exhibit "A" hereof.

1.21 "Residential Buildings" means that part of the Condominium Property consisting of the five (5) unit Residential Building and identified in the Drawings as Building No. 2 and the seven (7) unit Residential Building identified in the Drawings as Building No. 3 constructed on Parcel No. 1, provided, however, that if the Additional Condominium Property is submitted to the provisions of the Act by amending this Declaration, the references herein to Residential Buildings shall include the Additional Residential Buildings.

1.22 "Rules" means such rules or regulations as the Association periodically may adopt relative to the use of all or any part of the Condominium Property.

1.23 "Special Charges" means all costs, expenses and charges (excluding Assessments) which the Association shall charge-against a Unit or a Unit Owner pursuant to this Declaration, the Bylaws or the Act.

1.24 "Unit" means that part of the Condominium Property designated in Article VI hereof and delineated on the Drawings, provided, however, that if Declarant submits the Additional Condominium Property to the provisions of the Act by amending this Declaration, the references herein to "Unit" shall include each Unit comprised as part of the Additional Condominium Property.

1.25 "Unit Owner" means a person or persons natural or artificial, owning the fee simple estate in a Unit, together with its appurtenant undivided interest in the Common Areas and Facilities.

ARTICLE II  
SUBMISSION TO CONDOMINIUM STATUTES

Declarant hereby submits the Condominium Property to the provisions of the Act.

ARTICLE III  
NAME OF CONDOMINIUM PROPERTY

The Condominium Property shall be known as BAYWOOD ESTATES CONDOMINIUMS.

ARTICLE IV  
PURPOSE AND RESTRICTIONS AFFECTING THE PROPERTY

4.1 The Condominium Property (the purpose of which is to effect a plan for home ownership pursuant to the Act) consists of five (5) Units in a U-shaped Building designated in the Drawings as Building No. 2 and seven (7) Units in a U-shaped Building designated in the Drawings as Building No. 3, each as designated and delineated in Article VI of this Declaration and in the Drawings, each of which constitutes a single freehold estate and each of which has an undivided interest in the Common Areas and Facilities appurtenant to it and each of which units has exclusive use of the Limited Common Areas accessory thereto as defined herein. The dimensions, layout, designation, location and approximate area of the Common Areas and Facilities, Limited Common Areas and the Units, and the number of rooms contained within each Unit, are shown graphically on the Drawings.

4.2 The use of the Condominium Property is subject to the following restrictions:

- (a) Each Unit shall be used and occupied solely as a single family residence and for no other purpose. No part of the Condominium Property shall be utilized as a commercial facility nor shall any trade, business, occupation or profession be conducted therein.
- (b) No part of the Condominium Property shall be occupied in a manner which will result in the cancellation of or in the increase of the rate of any insurance policy maintained in respect of the Condominium Property or which would be in violation of any law or regulation of governmental authority. No waste shall be committed in the Common Areas and Facilities.
- (c) No noxious or offensive activity shall be carried on in any Unit or in the Common Areas and Facilities, nor shall any other activity be permitted therein which shall result in annoyance or nuisance to the Unit Owners or the Occupants of other Units.
- (d) The Common Areas and Facilities shall at all times be kept unobstructed and free and clear of all rubbish, debris and other unsightly materials.
- (e) No change, alteration, construction or decoration of any kind shall be permitted in the Common Areas and Facilities unless done pursuant to prior written approval of the Association.
- (f) No signs, windows displays, advertising devices, lights or related materials of any kind shall be permitted upon the Condominium Property, except as shall be permitted by the written consent of the Association, or as shall be installed by Declarant in connection with its sale of the Units comprised as part of the Condominium Property.

- (g) The Common Areas and Facilities shall be used in conformity with the Rules.
- (h) No Unit Owner or Occupant shall cause or permit anything except drapes or curtains to be hung or displayed on the outside or inside of the windows or placed on the outside walls of the Residential Buildings, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roofs or any part thereof, without the prior consent of the Association.
- (i) No animals or birds of any kind shall be raised, bred or kept in any Unit or in the Common Areas and Facilities, except as may be permitted by express provision in the Rules and subject to such Special Charges as the Associations may impose, provided, however, that in no event shall any such activity be permitted for commercial purposes, and provided further that any such pet causing or creating a nuisance or disturbance shall be permanently removed from the Condominium Property upon three (3) days' written notice from the Association.
- (j) Nothing shall be done in any Unit or in, on or to the Common Areas and Facilities which will impair the structural integrity of the Residential Buildings.
- (k) Nothing shall be altered, added or constructed in or removed from the Common Areas and Facilities except with the prior written consent of the Association.
- (l) The Units shall not be rented by the respective Unit Owners thereof for transient or hotel purposes, which shall be defined as (i) rental for any period less than three months, or (ii) any rental if the Occupants of the Units are provided customary hotel service, such as room service for food and beverage, maid service, or the furnishing of laundry and linen and bellboy service. Other than the foregoing obligations, the Unit Owners of

the respective Units shall have the absolute right to lease the same, provided that said lease (a) is made subject to the covenants and restrictions in this Declaration, the Bylaws and the Rules, and (b) shall require the lessee to deposit with the Association such amount as the Association shall consider appropriate as a security to provide funds for repairs and to assure compliance with this Declaration, the Bylaws and the Rules.

- (m) During the period in which sales of Units by the Declarant or its agents are in process, Declarant may occupy or grant permission to any person or entity to occupy, with or without rental, as determined by Declarant, one or more Units and such portions of the Common Areas and Facilities as Declarant considers necessary, for business or promotional purposes, including clerical activities, sales offices and model Units for display and the like.
- (n) Any unenclosed parking area(s) (being those parking areas other than the parking spaces in the garages) shall only be used for the periodic parking of automobiles and not for the parking of any other kind of vehicle nor for the storage of any automobile or other vehicle. Any automobile (other than an automobile periodically parked, as permitted herein), vehicle or other item occupying such a space (or any portion thereof) may be removed and/or stored at the sole expense of the Unit Owner who shall have caused or permitted an improper use of said unenclosed parking area(s).
- (o) Each Limited Common Area and Facility shall be subject to such additional restrictions as may be set forth in the Rules.

ARTICLE V  
GENERAL DESCRIPTION OF PROPERTY

5.1 The Condominium Property is principally comprised of two U-shaped buildings one containing five (5) single family residences and identified on the Drawings as Building No. 2 and one containing seven (7) single family residences and identified on the Drawings as Building No. 3. The addresses, types of Units, square footages of each unit and a description of the Units are set forth in Exhibit "E" attached hereto.

All buildings are constructed principally of wood and block and the foundation is constructed principally of block, brick, and concrete. The driveways, patios and walkways are constructed principally of concrete.

ARTICLE VI  
DESCRIPTION OF UNIT

6.1 Subject to the provisions of Article VII hereof, each Unit consists of the following parts of the Condominium Property (said parts being herein referred to as the Unit Components): the space bounded by and comprised within the horizontal and vertical planes formed by the respective interior undecorated surfaces of its perimeter floors, ceilings and walls appertaining to such Unit including the attached garages (projected through any windows, doorways, pipes, ducts, wires or conduits or structural divisions, such as interior walls or partitions which intervene, as necessary to form a complete enclosure of space with respect to such Unit), the doors and windows (including doors and windows in the perimeter walls of each Unit), together with all built-in equipment, such as appliances and fixtures, and further together with that portion of the utility systems for water and sewer as are located wholly within and servicing solely that Unit to which the same are appurtenant, and further together with the finished surfaces consisting of the paint, varnish, wallpaper, carpeting and the like applied to the undecorated surfaces of the perimeter and interior floors, ceilings and walls.

6.2 No Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into tracts or parcels smaller than the whole Unit as shown on the Drawings.

6.3 Each Unit Owner shall be entitled to the exclusive ownership and possession of his Unit, and to the ownership of an undivided interest in the Common Areas and Facilities in the percentage designated in Exhibit "E".

ARTICLE VII  
COMMON AREAS AND FACILITIES

7.1 That part of the Condominium Property which comprises the Common Areas and Facilities consist of the following:

- (a) The land comprising Parcel No. 1, foundations, supports, supporting walls, roofs, gutters,

downspouts, and all other structural parts of the Residential Building, together with that portion of all utility lines, wires, pipes and conduits, for water, electricity, power and sewer services which connect each Unit with the main service lines providing such utility services, and all apparatus and all installations to be used in common, together with all unenclosed parking area(s), driveways and walkways, (except as set forth in Article VII) and further together with all parts of the Condominium Property which are necessary or convenient to the existence, maintenance and safety of the Condominium Property, all replacements of any of the foregoing and all other parts of the Condominium Property which have not been designated or delineated as part of the Units in this Declaration or in the Drawings.

- (b) Any Units that may be owned by the Association.

7.2 The Limited Common Areas and Facilities consist of those areas and facilities to which a Unit owner has exclusive use thereof in accordance with this Declaration, the Bylaws, the Condominium Drawings and the Rules and include:

- (a) The Driveway accessory to each unit.
- (b) The walkways connecting from the driveway to each unit and/or connecting from The Condominium Roadway to each Unit.
- (c) The patios accessory to each unit.
- (d) The attic storage space above the attached garage of each Unit.

7.3 The Common Areas and Facilities comprise, in the aggregate, a single freehold estate owned by the Unit Owners as tenants in common as to which the respective percentages of interest therein appertaining to each of the Units referred to in Section 4.1 hereof are set forth in Exhibit "E". Said percentages of interest, as shown in Exhibit "E", were computed based on the square footage of each such Unit. Except as permitted in Article XIX hereof, the percentages of interest, as set forth in Exhibit "E", cannot be altered or amended except by an amendment to this Declaration unanimously approved by all the Unit Owners affected. The undivided interest in the Common Areas and Facilities shall not be separated from the Unit to which said interest is appurtenant, and said interest shall be