

## DECLARATION OF CONDOMINIUM OWNERSHIP

Description of Property.....	1
Art. 1. Establishment of Condominium Ownership and Division of Condominium Property.....	5
Sec. A Family Units. ....	6
Sec. B Common Areas and Facilities.....	7
Description of Common Areas and Facilities.....	7
Limited Common Areas and Facilities. ....	8
Use of Common Areas and Facilities .....	8
Ownership of Common Areas and Facilities.....	9
Partition .....	10
Use of Common Areas and Facilities. ....	10
Regulation by Association. ....	10
Management, Maintenance, Repairs, Alterations and Improvements. ....	11
Use of Common Areas and Facilities.....	11
Art. 2 General Provisions as to Family Units and Common Areas and Facilities	11
Sec. A Maintenance Of Family Units. ....	11
By the Association.....	11
Family Unit Owner.....	12
No Contractual Liability of Association.....	13
B Repairs to Common Areas and Facilities Necessitated by Family Unit. ....	13
C Construction Defects.....	13
D Effect of Insurance or Construction Guarantees .....	13
E No Severance of Ownership. ....	14
F Sale of Family Unit. ....	14

G	Easements.....	15
	Encroachments.....	15
	Patios.....	16
	Maintenance Easements.....	16
	Easements for Certain Utilities.....	16
	Easements Through Walls Within Family Units.....	17
	Easements to Run with Land.....	17
	Reference to Easements in Deeds.....	17
Art. 3	Unit Owners' Association.....	17
Sec. A	Membership.....	17
B	Administration of Condominium Property.....	18
C	Service of Process.....	18
Art. 4	Covenants and Restrictions as to Use and Occupancy.....	19
Sec. A	Purpose of Property.....	19
	Obstruction of Common Areas and Facilities.....	19
	Hazardous Uses and Wastes.....	19
	Exterior Surfaces of Buildings.....	19
	Animals and Pets.....	20
	Nuisances.....	20
	Impairment of Structural Integrity of Building.....	20
	Laundry or Rubbish in Common Areas and Facilities.....	20
	Lounging Storage in Common Areas and Facilities.....	21
	Prohibited Activities.....	21
	Alteration of Common Areas and Facilities.....	21
	Rental of Family Units.....	21
Art. 5	Assessments.....	22
Sec, A	General.....	22
B	Division of Common Profits and Common Expenses.....	22

C	Nonuse of Facilities.....	22
D	Lien of Association.....	22
E	Priority of Association’s Lien.....	22
F	Dispute As to Common Expenses.....	22
G	Nonliability of Foreclosure Sale Purchaser for Past Due Common Expenses.....	22
H	Liability for Assessments Upon Voluntary Conveyance.....	22
Art. 6	Insurance.....	23
Sec. A	Fire and Extended Coverage Insurance.....	23
B	Public Liability Insurance.....	24
C	Insurance Premiums.....	25
Art. 7	Damage or Destruction and Restoration of Buildings.....	25
Sec. A	Sufficient Insurance.....	25
B	Insufficient Insurance.....	25
C	Nonrestoration of Damage or Destruction.....	26
Art. 8	Rehabilitation and Subsequent Improvements.....	27
Sec. A	Rehabilitation of Existing Buildings, Structures and Other Improvements.....	27
Art. 9	Removal for Condominium Ownership.....	27
Art. 10	Amendment of Declaration and By laws.....	28
Art. 11	Remedies for Breach of Covenants and Regulations.....	29
Sec. A	Abatement and Enjoyment.....	29
Sec. B	Involuntary Sale.....	29
Art. 12	Miscellaneous Provisions.....	31

## DECLARATION OF CONDOMINIUM OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS,, COUNTRY CLUB APARTMENTS, INC., hereinafter referred to as "Grantor", is the owner in fee simple of the following described real property, to-wit:

That part of the west 1/2 of the southwest 1/4 of the southeast 1/4 of Section 11, Town 9 south, Range 6 east, in the CITY of SYLVANIA, LUCAS COUNTY. OHIO, lying southerly of Monroe Street and bounded and described as follows:

Beginning at the point of intersection of the north and south center line of said Section 11 with the center line of Monroe Street 100 feet wide; thence south along said north and south center line of Section 11, a distance of 1149.20 feet, more or less, to a point that is 138.38 feet north of the south line of said Section; thence east along a line forming an angle of 92 degrees 35 minutes measured from north to east with the last described line and parallel with the south line of said Section, a distance of 369.97 feet; thence north and parallel with the said north and south center line of Section 11, a distance of 676.09 feet, more or less, to the southerly line of a parcel of land conveyed to Ronald G. Rice and Rose Mary Rice by deed recorded January 22, 1969 in Volume 1955, page 151 of the Lucas County, Ohio Deed records; thence westerly along said southerly line a distance of 327.54 feet, more or less, to a point 42 feet east of the said north and south center line of Section 11; thence northerly along a line drawn parallel to and 42 feet easterly of the said north and south center line of Section 11, a distance of 260.80 feet to a point: thence northeasterly along a line drawn perpendicular to the center line of Monroe Street, a distance of 196.78 feet, more or less, to its point of intersection with the said center line of Monroe Street; thence northwesterly along the said center line of Monroe Street, a distance of 126.63 feet, more or less, to the point of beginning.

Subject to a perpetual easement for public road or highway purposes granted to the State of Ohio by instrument recorded in Volume 1786 of Deeds, page 528.

Subject to legal highways.

Grantor reserves the right to itself, its successors and assigns, to grant certain easements and rights hereinafter defined for the benefit of the Versailles in the Woods I property describe as follows:

A certain parcel of land comprising part of the West half (1/2) of the Southwest quarter (1/4) of the Southeast quarter (1/4) of Section 11, Town 9 South, Range 6 East, in Sylvania Township, Lucas County, Ohio, the said certain parcel of land being more particularly bounded and described as follows:

COMMENCING at the point of intersection of the north and south center line of the said Section 11 with the center line of Monroe Street: thence southeasterly along the said center line of Monroe Street, a distance of 126.63 feet to the POINT OF BEGINNING; thence southwesterly along a line drawn perpendicular to the said center line of Monroe Street, a distance of 196.78 feet, more or less, to its point of intersection with a line drawn parallel to and distant 42.00 feet easterly of the said north and south center line of Section 11; thence southerly along the said line drawn parallel to and distant 42.00 feet easterly of the said north and south center line of Section 11, a distance of 260.80 feet; thence easterly along a line drawn perpendicular to the said north and south center line of Section 11, a distance of 327.54 feet, more or less, to the easterly line of a parcel of land conveyed to Country Club Apartments, Inc., by deed recorded August 27, 1968, and recorded in Volume 1946 of Deeds, page 651, Lucas County, Ohio, Deed Records; thence northerly along the said easterly line, the said line being drawn parallel to the said north and south center line of Section 11, a distance of 338.51 feet, more or less, to its point of intersection with the said center line of Monroe Street;

thence northwesterly along the said center line of Monroe Street, a distance of 273.14 feet, more or less, to the place of beginning; containing 2.870 acres of land, more or less; subject to legal highway.

Such easements and rights which may be granted by Grantor are as follows:

Sewer Line Easement over, under or through the following described property;

A fifteen foot wide strip, the centerline of which starts 60.65 feet west of the southeast corner of the Versailles I Property; said fifteen foot wide strip extends southwesterly South 60° 9' West a distance of 88.60 feet; said fifteen foot wide strip then extends westerly North 84° 17' 22" West a distance of 110.55 feet; said fifteen foot wide strip then extends north northeasterly North 22° 25' 24" East to the south boundary line of the Versailles I Property.

Water Line Easement over, under or through the following described property:

Commencing at the point of intersection of the north and south centerline of Section 11 Section 11 and the centerline of Monroe Street, a strip 5 feet wide, extending south a distance of 184 feet to a point 28 feet due east of the west boundary line of the Versailles II (Grantor's) Property; said 5 foot wide strip then extends southeasterly parallel to the centerline of Monroe Street until it reaches the west boundary line of the Versailles I Property.

Roadway Easement for ingress and egress to Versailles I Property over the roads located on the Versailles II (Grantor's) Property.

Swimming Pool rights for the benefit of the occupants of the Versailles I Property. Grantor acquired title to said real property by instrument recorded in Volume 1946, Page 651 of the Records of Deeds of Lucas County, Ohio; and

WHEREAS, it is the desire and intention of Grantor (I) 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 anywise appertaining thereto (hereinafter called the "condominium property"), to be owned under and pursuant to that certain type of ownership commonly known as "Condominium", and (2) to subject and submit such property to the provisions of Chapter 5311, Ohio Revised Code; and

WHEREAS, Grantor is further desirous of establishing for the mutual benefit of all future owners, mortgagees or occupants of the condominium property or any part thereof, which shall be known as VERSAILLES IN THE WOODS II certain easements and rights, in, over and upon such condominium property and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof; and

WHEREAS, Grantor desires and intends that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in the condominium property shall at all times enjoy the benefits of, and shall hold their interests therein subject to the rights, easements, privileges and restrictions hereinafter set forth in this declaration and in the bylaws of the Versailles In The Woods II Condominium Owners' Association (hereinafter called the "Association") attached hereto as Exhibit B (said bylaws are hereinafter called the "bylaws"), all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of the condominium property, and are established for the purpose of enhancing the value, desirability and attractiveness of the condominium property.

NOW, THEREFORE, Grantor, as the owner in fee simple of the condominium property, hereby makes the following declaration as to the divisions, covenants, restrictions, limitations, conditions and uses to which

the condominium property may be put, hereby specifying that said declaration shall constitute covenants to run with the land and shall be binding on 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, devisees, successors or assigns:

**ARTICLE 1. ESTABLISHMENT -OF  
CONDOMINIUM OWNERSHIP AND DIVISION OF  
CONDOMINIUM PROPERTY**

Grantor, in order to establish a plan of condominium ownership for the condominium property, hereby submits the condominium property to the provisions of Chapter 5311, Ohio Revised Code. The condominium property, including the three (3) multi-unit buildings situated thereon, each of which contains a basement and is constructed principally of wood, concrete and brick, containing in the aggregate one hundred thirty-two (132) separate apartments or units, is hereby divided into one hundred thirty-two (132) separately designated and legally described freehold estates, hereinafter described and referred to as "family units", and one freehold estate, hereinafter described and referred to as the "common areas and facilities".

The locations, together with the particulars of the multi-unit buildings, and the layout, location, designation, dimensions, area and number of rooms of the family units and the common areas and facilities are shown graphically on the set of drawings marked Exhibits A-1 to A- 54 bearing the certified statement of Robert L. Scholz, Ohio Professional Engineer No. E-031993 and Charles E. Wilson, Ohio Registered Surveyor No. 5238, as required by Section 5311.07, Ohio Revised Code. Said drawings are attached hereto and made a part hereof.



A. FAMILY UNITS. Each of the one hundred thirty-two (132) family units hereinbefore declared and established as a freehold estate shall consist of all the space bounded by the undecorated surfaces of the perimeter walls, floors and ceilings of such family unit, including the vestibule, if any, immediately adjacent to each such family unit, projected, if necessary, by reason of structural divisions such as interior walls and other partitions, the dimensions, layouts and descriptions of each such family unit being shown on the drawings attached hereto as Exhibits A-2 through A-54 and incorporated herein, and including, without limitations:

- (1) The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and any other finishing material applied to said perimeter walls, floors and ceilings, and also the aforesaid finishing 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 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 any part 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, but not by way of limitation, the space between the shelves of build-in bookcases, 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 of the following items located within the bounds of the family unit as defined above:

- (1) The structural and component parts of all interior walls, floors and ceilings, except the decorated surfaces thereof;
- (2) 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;
- (3) 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;
- (4) All structural portions of the building, lying within the bounds of the family unit as above defined;
- (5) 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.

## B. COMMON AREAS AND FACILITIES

1(a) Description of Common Areas and Facilities. The entire balance of the real property and improvements thereon, including, but not limited to, all buildings, foundations, roofs, main and supporting walls, halls, stairs, slate, patios, exterior parking space, storage space, community and commercial facilities, swimming pools, pumps, trees, lawns, gardens, pavement, balconies, stoops, wires, conduits, utility lines and ducts now or hereafter situated on the condominium property, are hereby declared and established as the common areas and facilities. Specifically, all electric fixtures, 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 areas and facilities. Unless otherwise

provided by the Unit Owners Association, however, 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 Areas and Facilities. Included in the common areas and facilities, but restricted to the use of the owners of the units to which such areas and facilities are appurtenant are 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.

Also Included in the common areas and facilities are the numerically designated parking facilities located and shown on Exhibit A2. Each parking facility located and shown on Exhibit A2 shall be subject to use and enjoyment only by or with the consent of the owner of the family unit \* which bears the same numerical designation as the parking facility in question. In the event a family unit owner purchases a second parking space, that parking space shall be subject to use and enjoyment only by or with the consent of such family unit owner.

2. Use of Common Areas and Facilities. Each owner of a family unit shall own an undivided interest in the common areas and facilities as a tenant in common with all other such owners, and, except as otherwise limited in this declaration and in the bylaws, shall have the right to use the common areas and facilities for all purposes incident to the use and occupancy of his family unit as a place of residence, and such other incident uses permitted by this declaration and the bylaws, including the non-exclusive easement, together with other family unit owners to the use and enjoyment of the common areas and facilities 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 areas and facilities is hereby deemed and expressed by the percentage amount immediately hereinafter set forth; such percentage amount shall remain constant and shall not be changed except by an amendment to this declaration unanimously approved by all family unit owners.

3. Ownership of Common Areas and Facilities. The percentage of ownership of the common areas and facilities 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 Section B of Article 5 of this declaration, shall be as follows:

Building Number	Family Unit Number	Percentage of Interest For Unit
2 and 3	101, 201, 301	.6967
	202, 202, 302	.8445
	103, 203, 303	.5372
	104, 204, 304	.8210
	105, 205, 305	.7905
	106, 206, 306	.5536
	107, 207, 307	.7905
	108, 208, 308	.5536
	109, 209, 309	.5372
	110, 210, 310	.8210
	111, 211, 311	.6967
	112, 212, 312	.8445
4	101, 201, 301	.9007
	202, 202, 302	.9007
	103, 203, 303	.7718
	104, 204, 304	.8914
	105, 205, 305	.7952
	106, 206, 306	.7389
	107, 207, 307	.7436
	108, 208, 308	.7225

	109, 209, 309	.7976
	110, 210, 310	.7178
	111, 211, 311	.7976
	112, 212, 312	.7178
	113, 213, 313	.7436
	114, 214, 314	.7225
	115, 215, 315	.8914
	116, 216, 316	.7389
	117, 217, 317	.7952
	118, 218, 318	.7718
	119, 219, 319	.9007
	120, 220, 320	.9007
51 extra parking spaces in garages (each)		.0235

4. **Partition.** There shall be no partition of the common areas and facilities 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 Areas and Facilities.**

(a) **Regulation by Association.** No person shall use the common areas and facilities 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 rules and regulations limiting the use of the common areas and facilities 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.

(b) Management, Maintenance, Repairs, Alterations and Improvements. Except as otherwise provided herein, management, repair, alteration and improvement of the common areas and facilities 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. Such delegation may be evidenced by a management contract (which shall not exceed one year in duration) which shall provide for reasonable compensation of the manager or managing agent. Upon the expiration of said one-year period, the Association may renew said management contract for an additional one-year period, or, with the approval of members entitled to exercise seventy-five percent of the voting power of the Association, designate a different manager for the common areas and facilities.

(c) Use of Common Areas and Facilities. Subject to the rules and regulations from time to time promulgated by the Association, all owners may use the common areas and facilities in such manner as will not restrict, interfere or impede with the use thereof by the other owners.

## **ARTICLE 2. GENERAL PROVISION AS TO FAMILY UNITS AND COMMON AREA AND FACILITIES**

### **A. MAINTENANCE OF FAMILY UNITS.**

1. By the Association. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions of each family unit which contribute to the support of the multi-unit building in which said family unit is located, excluding, however, interior walls, ceiling and floor surfaces. In addition, the Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the family unit

boundaries, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual family owner under any other provisions of this declaration.

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 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 patios, balconies, windows, doors, vestibules and entryways 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.

(c) To perform his responsibilities in such manner so as not unreasonably to 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 consent 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 AREAS AND FACILITIES NECESSITATED BY FAMILY UNIT OWNERS ACTS. Each owner agrees to maintain, repair and replace at his expense all portions of the common areas and facilities which may be damaged or destroyed by reason of his own or any occupant's act or neglect, or by the act or neglect of any invitee, licensee or guest of such owner or occupant.

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

D. EFFECT OF INSURANCE OR CONSTRUCTION GUARANTEES. Notwithstanding the fact that the Association and/or any family unit owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the



existence of construction guarantee or insurance coverage shall not excuse any delay by the 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 and his corresponding percentage of ownership in the common areas and facilities, 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 areas and facilities.

F. SALE OF FAMILY UNIT. No owner of a family unit may sell his unit and his undivided interest in the common areas and facilities without first notifying all owners of those family units located in the same multi-unit building in which his family unit is located of his desire to so sell his family unit and his undivided interest in the common areas and facilities. Said notification shall be by personal service or by certified or registered mail, return receipt requested, and shall set forth the name of the prospective purchaser and the terms and conditions of the contemplated sale.

Any of the family unit owners so notified shall have fifteen (15) days from the date notice is mailed or personally served within which to evidence his intention in writing to purchase the interest of the owner

desiring to sell. The first owner to evidence his intention to purchase the Interest of the owner desiring to sell shall then be obligated to so purchase such interest upon the terms and conditions set forth in the notification required to be given by the selling owner.

If none of the owners to whom notification is sent evidence their intention to purchase, then the family unit owner desiring to sell his interest may do so and such sale shall not be affected by the terms of this section. Notification of any prospective sale shall be deemed made if the same is sent by U. S. Mail to the last known address of each of the family unit owners to whom notification is required to be sent.

This provision shall not apply to the initial sale of the family units by the Grantor, its successors and assigns.

#### G. 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 areas and facilities 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 areas and facilities, 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 areas and facilities, consisting of unoccupied space within the building and adjoining his family unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one family unit presently encroaches, or shall hereafter encroach upon any part of any family unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space

are hereby established and shall exist for the benefit of such family unit and the common areas and facilities, as the case may be, so long as all or any part of the building containing the 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 areas and facilities, if such encroachment occurred due to the willful conduct of said owner.

2. Patios. The owner of each family unit which is adjacent to an abutting patio shall have for himself, his heirs and assigns an exclusive easement for his use and enjoyment of such patio; provided, however, that no family unit owner shall decorate, landscape or adorn such patio in any manner contrary to such rules and regulations as may be established therefor by the Association, unless he shall first obtain the written consent of the Association.

3. 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 areas and facilities and walls to the use of water, sewer, power, 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.

4. Easements for Certain Utilities. The Association may hereafter grant *easements* for utility purposes for the benefit of the condominium property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along and on any

portion of the common areas and facilities; 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 owner, such instruments as may be necessary to effectuate the foregoing.

5. Easements Through Walls Within Family Units. Easements are hereby declared and granted to install, lay, maintain, repair and replace any pipes, vires, 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.

6. 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, mortgages and other person having any interest in the condominium property, or any part or portion thereof.

7 Reference to Easements in Deeds. Reference in the respective deeds of conveyance, or in any mortgage or trust deed 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, mortgagees 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 3. UNIT OWNERS' ASSOCIATION**

A. MEMBERSHIP. There is hereby created the Versailles II in the Woods Condominium Owner's Association" (herein called the "Association") which shall act as the manager of the condominium property.

Each family unit owner, upon acquisition of title to a family unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his family unit ownership, at which time the new owner of such family unit shall automatically become a member of the Association. The Board of Managers 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 Managers solely in his capacity as an officer or a member of the Board of Managers, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this declaration and the 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, 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. Until such time as a President is elected,

service may be made upon James J. Meiring, 2001 North Westwood Avenue, Toledo, Ohio.

**ARTICLE 4. COVENANTS AND RESTRICTIONS  
AS TO USE AND OCCUPANCY**

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

A. **PURPOSE OF PROPERTY.** No part of the condominium property shall be used for other than housing and the common recreational purposes for which the property was designed. Each family unit shall be used as a residence for a single family and for no other purpose.

B. **OBSTRUCTION OF COMMON AREAS AND FACILITIES.** There shall be no obstruction of the common areas and facilities nor shall anything be stored in the common areas and facilities without the prior consent of the Association except as hereinafter expressly provided. Each family unit owner shall be obligated to maintain and keep in good order and repair his own family unit.

C. **HAZARDOUS USES AND WASTE.** Nothing shall be done or kept in any family unit or in the common areas and facilities which will increase the rate of insurance of the building in which such unit is located, or the contents thereof. No family unit owner shall permit anything to be done or kept in his family unit or in the common areas and facilities, which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the common areas and facilities.

D. **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, 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, other than those originally provided by the Grantor.

E. ANIMALS AND PETS. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any family unit or in the common areas and facilities, except that dogs, cats, or other household pets may be kept in family units, subject to rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the condominium property subject to these restrictions upon three (3) days' written notice from the Board of Managers of the Association.

F. NUISANCES. No noxious or offensive activity shall be carried on in the family unit or in the common areas and facilities, nor shall any thing be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants.

G. IMPAIRMENT OF STRUCTURAL INTEGRITY OF BUILDING. Nothing shall be done in any family unit or in, on or to the common areas and facilities which will impair the structural integrity of any building or which would structurally change any building.

H. LAUNDRY OR RUBBISH IN COMMON AREAS AND FACILITIES. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the common areas and facilities. The common areas and facilities shall be kept free and clear of

rubbish, debris and other unsightly materials.

I. LOUNGING OR STORAGE IN COMMON AREAS AND FACILITIES. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the common areas and facilities except in accordance with the rules and regulations therefor adopted by the Association and except that patio areas may be used for their intended purposes.

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

K. ALTERATION OF COMMON AREAS AND FACILITIES. Nothing shall be altered or constructed in or removed from the common areas and facilities except as hereinafter provided and except upon the written consent of the Association.

L. RENTAL OF FAMILY UNITS. The respective family units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (i) rental for any period less than thirty (30) days, or (ii) any rental if the occupants of the family units are provided customary hotel service such as room service for food and beverage, maid service, furnishing of laundry and linen and bellboy service. Other than the foregoing obligations, the owners of the respective family units shall have the absolute right to lease the same provided that said lease is made subject to the covenants and restrictions in this declaration and further subject to the bylaws of the Association, and shall further have the approval of the Board of Managers of the Association.



## **ARTICLE 5. ASSESSMENTS**

A. GENERAL. Assessments for the maintenance, repair and insurance of the common areas and facilities are 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.

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 as well as their proportionate representation for voting purposes in the Association is based upon the proportionate estimate fair value that each of the family units bears as of the date on which this declaration is filed for record to the aggregate fair value of all of the family units. Such proportionate share of profits and expenses and proportionate representation for voting purposes of each family unit owner shall be in accordance with the percentages set forth in Article 1, Section B, hereof.

C. 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 areas and facilities or by the abandonment of his family unit.

D. LIEN OF ASSOCIATION. The Association shall have a lien upon the estate or interest in any family unit of the owner thereof and its percentage of interest in the common areas and facilities for the payment of the portion of the common expenses chargeable against such family unit which remain unpaid for ten (10) days after the same have become due and payable from the time a certificate therefor, subscribed by the President of

the Association, is filed with the recorder of Lucas County, Ohio, pursuant to authorization given by the Board of Managers of the Association. Such certificate shall contain a description of the family unit, the name or names of the record owner or owners thereof and the amount of such unpaid portion of the common expenses. Such lien shall remain valid for a period of five (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 Section F of this Article.

## **tARTICLE 6. 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 per cent (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 areas and facilities set forth in Section B of Article 1 herein. Such insurance shall also provide for built-in or installed fixtures and equipment in an amount not less than eighty per cent (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 areas and facilities as real property unless Versailles II in the Woods Condominium Association shall be a named insured in such policy.

Such policy of insurance may 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 issuer thereof of. any .and, all rights- of subrogation or assignment and all causes and rights of 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 Managers, 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 areas and facilities, such insurance to afford protection to a limit of not less than Three Hundred Thousand Dollars (\$300,000) 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 Fifty Thousand Dollars (\$50,000) 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 individual family units.

C. **INSURANCE PREMIUMS**• Insurance premiums for the policies referred to in Sections A and B of this Article shall be a common expense.

**ARTICLE 7. 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 Section 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 vithin ninety (90) days after such damage or destruction, if they are entitled to do so pursuant

to Section 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 so damaged or destroyed in the same proportions which the cost of repair, restoration or reconstruction of each such family unit so damaged or destroyed bears to the total cost of repair, restoration or reconstruction for all such family units, and such repair, restoration or reconstruction of all or any part of the common areas and facilities shall be undertaken by the Association at the expense of all the owners of family units in the same proportions in which they shall own the common areas and facilities. Should any family unit owner refuse or fail after reasonable notice to pay his 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 per cent (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 areas and facilities. No family unit owner, 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 8. 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 per cent (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 Managers of the Association shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense.

## **ARTICLE 9. REMOVAL FROM CONDOMINIUM OWNERSHIP**

The family unit owners, by unanimous vote may elect to remove the condominium property from the provisions of Chapter 5311, Ohio Revised Code. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the condominium property, shall be paid, released, or discharged, and a certificate setting forth that such election was made shall be filed with the recorder of Lucas County, Ohio, and by him recorded. Such certificate shall be signed by the President of the Board of Managers of the Association, who shall certify therein under oath that all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the

common areas and facilities have been paid, released, or discharged, and shall also be signed by the family unit owners, each of whom shall certify therein under oath that all such liens and encumbrances on his family unit or family units have been paid, released or discharged.

#### **ARTICLE 10. 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 per cent (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 by the President of the Association that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any family unit ownership. No amendment shall have any effect, however, upon a bona fide first mortgagee until the written consent to such amendment of such mortgagee has been secured. Such consents shall be retained by the Secretary of the Association and his certification in the instrument of amendment as to the names of the consenting and nonconsenting mortgagees of the various family units 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, inter sese, provided that the rights of a nonconsenting 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 Section B of Article 1 without the prior unanimous approval of all family unit owners and their respective mortgagees.

## **ARTICLE 11. 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 Managers 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 Managers the right, in addition to the rights hereinafter set forth in this Article, (i) to enter upon the land or family unit or portion thereof 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 Managers, or its agents, shall not be thereby deemed guilty in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

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 of this declaration or of the bylaws of the Association, or the regulations adopted by the Board of Managers of the Association, and such violation shall continue for thirty (30) days after notice in writing from the Board of Managers, or shall occur repeatedly during any thirty-day period after written notice or request from



the Board of Managers to cure such violation, then the Board of Managers shall have the power to issue to the defaulting owner a ten-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 in equity may be filed by the Board of Managers against the defaulting owner for a decree of mandatory injunction against the owner or occupant or, 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 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 reporter 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 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.

## **ARTICLE 12. 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 declaration.

D. If any of the privileges, covenants or rights created by this declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules

Imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of William B. Saxbe, United States Senator from Ohio, and Joseph P. Kennedy, father of the late President of the United States.

E.. That so long as said Grantor, its successors and assigns, owns one or more of the family units established and described herein, said Grantor, its successors and assigns shall be subject to the provisions of this declaration and of Exhibit A attached hereto; and said Grantor 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 Grantor nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this declaration or the bylaws or in Grantor's (or its representative's) capacity as developer, contractor, owner, manager or seller of the condominium property whether or not such claim (i) shall be asserted by any family unit owner, occupant, the Association, or by any person or entity claiming through any of them; or (ii) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (iii) shall arise ex contractu or (except in the case of gross negligence) ex delicto. 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



STATE OF OHIO

SS:

COUNTY OF LUCAS

Before me, a Notary Public in and for said county, personally appeared James J. Meiring, Vice-President, and Daniel W Sydlaske, Assistant Secretary of the said Country Club Apartments, Inc., who acknowledged that they did sign said instrument as such officers of said corporation, in behalf of said grantor corporation and by authority of its Board of Directors; and that said instrument is the voluntary act and deed of the said James J. Meiring and Daniel W. Sydlaske as such officers, and the voluntary act and deed of said grantor corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 26th day of March 1971.

This Instrument Prepared By:

*Notary Public* /<sup>1971</sup>



Thomas I. Webb of. Shumaker,  
Loop & Kendrick Attorneys-at-Law 811  
Madison Avenue Toledo, Ohio 43624