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DOCUMENT NUMBER

COUNTY OF SUMMIT  
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RALPH JAMES - RECORDER

FEE \$ Condo 432.00  
Declarations 126.00

TOTAL 558.00

GBC Eng.  
836-0228  
John Walcott

MAIL TO:

OFFICIAL RECORD  
(DO NOT REMOVE FROM RECORD  
(PAGE 1 OF RECORD)

COUNTY OF SUMMIT

No. 717,559  
Certification of Ownership

FILED 3-27-1992  
Recorded Pg.

O.R. 946,642

WALCOTT  
Recorder  
County of Summit

Date 8-10-92 By Dep. Clerk

7/22/84  
Description Approved By  
TAX MAP DEPARTMENT

DECLARATION AND BY-LAWS  
CREATING AND ESTABLISHING A PLAN FOR  
CONDOMINIUM OWNERSHIP  
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO  
FOR  
GREENS OF PRESTWICK CONDOMINIUM

CERTIFICATE OF AUDITOR

A copy of this Declaration, with By-Laws and Drawings  
attached, was filed with this office on August,  
1992.

James B. McCarthy  
County Auditor  
By August  
County Auditor

THIS INSTRUMENT PREPARED BY:

ROY H. BATISTA  
Attorney at Law  
4808 Munson Street, N.W.  
Canton, Ohio 44718

APPROVED AS TO FORM  
William E. Schmitt  
Assistant Prosecuting Attorney, Stark County, Ohio

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### DECLARATION

This is the Declaration of GREENS OF PRESTWICK CONDOMINIUM made on or as of the 30 day of July, 1992 pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

### RECITALS

A. McKinley Development Company, an Ohio General Partnership, "Declarant", is the owner in fee simple of all the real property hereinafter described and the improvements thereon and appurtenances thereto.

B. The Declarant desires to create on this property a site of individually owned units, and commonly owned areas and facilities, and to these ends to submit this property to condominium ownership under the provisions of the condominium act.

### DEFINITIONS

The terms used in this document shall have these meanings, unless the context requires otherwise:

1. "Articles" and "Articles of Incorporation" mean the articles filed with the Secretary of State of Ohio, incorporating Greens of Prestwick Condominium Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be lawfully amended from time to time. (The State of Ohio's non-profit corporation statutory act).

2. "Association" and "Greens of Prestwick Condominium Association" mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the association created for the Condominium pursuant to the provisions of the condominium act.

3. "Board" and "Board of Trustees" mean those persons who, as a group, serve as the Board of Trustees of the Association and are also one and the same as the board of managers of the Condominium established for the Condominium pursuant to the provisions of the condominium act.

4. "By-Laws" means the by-laws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the provisions of the condominium law for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the By-Laws is attached hereto and made a part hereof.

5. "Common Areas" means all of the Condominium Property, except that portion thereof described in this Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting "Common Areas and Facilities" of the Condominium under the provisions of the condominium act.

6. "Condominium" and "Greens of Prestwick Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the condominium act.

7. "Condominium Act" means the statutory law of the State of Ohio regulating the creation and operations of condominiums and is presently Chapter 5311 of the Revised Code of Ohio.

8. "Condominium Instruments" means this Declaration, the By-Laws, the Drawings, and, as provided by the Condominium Act, "all other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium Property or Unit". Individual contracts for the sales of Units, and attachments thereto, are Condominium instruments.

9. "Condominium organization documents" means the Articles, the By-Laws, the Drawings, and this Declaration, as the same may lawfully be amended from time to time.

10. "Condominium Property" means the tract of land hereinafter described as being submitted to the Condominium Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.

11. "Declarant" means McKinley Development Company and its successors or assigns, provided the rights specifically reserved to Declarant under the Condominium organizational documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

12. "Declaration" means this instrument by which the Condominium Property is submitted to the condominium act, as this instrument may be lawfully amended from time to time.

13. "Drawings means the drawings for the Condominium, as defined in the condominium act, filed simultaneously with the submission of this Declaration for recording, as the same may be lawfully amended from time to time.

14. "Eligible holder of a first mortgage lien" means the holder of a valid recorded first mortgage on a Unit, which holder has given written notice to the Association stating the holder's name, address and Unit or Units subject to its mortgage.

15. "Exclusive Use Areas and Facilities" means those parts of the Common Areas and Facilities, other than the Limited Common Areas and Facilities reserved for the use of a certain Unit or

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Units to the exclusion of other Units, as such right may be assigned to a Unit Owner by the Declarant.

16. "Limited Common Areas" means those Common Areas serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Unit or Units either in this Declaration, or by the Board, and is that portion of the Condominium Property constituting "limited common areas and facilities" of the Condominium under the provisions of the condominium act.

17. "Restricted Common Areas" means that pond area as designated on the drawings for which the Board shall have authority to promulgate special rules restricting access and shall be authorized to make expenditure to assure the safety of persons and property.

18. "Occupant" means a person lawfully residing in a Unit, regardless of whether that person is a Unit owner.

19. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

20. "Trustee" and "Trustees" mean that person or those persons serving at the time pertinent, as a trustee or trustees of the Association, and mean that same person or those persons serving in the capacity of a member of the board of managers of the Association, as defined in the condominium act.

21. "Unit" and "Units" mean that portion or portions of the Condominium Property described as a unit or units in this Declaration, and is that portion of the Condominium constituting a "Unit" or "Units" of the Condominium under the provisions of the condominium act.

22. "Unit Owner" and "Unit Owners" mean that person or those persons owning a fee-simple interest in a Unit or Units, each of whom is also a "Member" of the Association, as defined in Ohio's non-profit corporation statutory act.

#### THE PLAN

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for condominium ownership of this property under and pursuant to the condominium act.

## ARTICLE I

### THE LAND

The legal description of the land constituting a part of the Condominium Property, located in the City of Green, County of Summit and State of Ohio, is attached as Exhibit A.

## ARTICLE II

### NAME

The name by which the Condominium shall be known is "Greens of Prestwick Condominium".

## ARTICLE III

### PURPOSES: RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish separate individual parcels from the Condominium Property, to which fee-simple interests may be conveyed, for use for single family residential living; to establish a unit owners' association to administer the Condominium; to provide for the preservation of the values of Units and the Common Areas; to provide for and promote the benefit, enjoyments and well being of Unit owners and occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

Section 2. Restrictions. The Condominium Property shall be subject to the following restrictions:

(a) Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence and purposes customarily incidental thereto. Notwithstanding the foregoing; (i) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, or personal business or professional telephone calls or correspondence, in or from a Unit, is engaging in a use expressly declared customarily incidental to principal residential use and is not in violation of these restrictions; (ii) it shall be permissible for the Declarant to maintain, during the period of its sale of Units, one or more Units as sales models and office; and (iii) it shall be permissible for the Unit owner to rent his or her unit.

(b) Common Areas Uses. The Common Areas (except the Limited Common Areas and Restricted Common Areas) shall be used in common by Unit owners and occupants and their agents, servants,

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customers, invitees and licensees, in accordance with the purposes for which they are intended, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units, provided however, that unless expressly provided otherwise herein, no Common Areas shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit owners and occupants, subject to such rules and regulations as may from time to time be promulgated by the Board.

(c) Limited Common Areas Uses. Those portions of the Common Areas described herein and shown on the Drawings as Limited Common Areas shall be used and possessed exclusively by the Unit owners and occupants of the Unit or Units served by the same, as specified in this Declaration, subject to the restrictions on use of Common Areas and Limited Common Areas set forth in this Declaration and such rules and regulations as may from time to time be promulgated by the Board.

(d) Restricted Common Area Uses. Those portions of the Common Areas described herein and shown on the Drawings as Restricted Common Areas shall be subject to restrictions by the Board as to access by persons for the protection of persons and property and shall be subject to special expenditures by the Board to protect persons and property which restrictions shall be promulgated by the Board pursuant to its rules and regulations authority.

(e) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no sign, awning, canopy, shutter or television or citizen's band radio or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, unless authorized by the Board, and subject to such rules and regulations as the Board may adopt from time to time.

(f) Nuisances. No noxious or offensive activity shall be carried on in any Unit, or upon the Common Areas, nor shall either be used in any way or for any purpose which may endanger the health of or unreasonably disturb any occupant.

(g) Vehicles. There shall be no parking of inoperable vehicles, trucks, boats, boat trailers, and recreational vehicles on the Common Areas, and the Board may enforce such regulations or restrictions by levying fines, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.

(h) Renting, Leasing. Any lease or rental agreement shall be in writing, shall provide that the lessee or rentor shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and

shall provide that the failure by the lessee or rentor to comply with the terms of the Condominium organization documents and lawful rules and regulations shall be a default under the lease or rental contract. No rental period shall be for less than thirty (30) consecutive days. The Unit Owner of a leased or rented unit shall remain responsible for all assessments and fees. No lease may be made for less than an entire unit.

(i) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (a) on the Common Areas, signs regarding and regulating the use of the Common Areas, provided they are approved by the Board; (b) on the interior side of the window of a Unit, one professionally prepared sign advertising the Unit for sale or rent; and (c) on the Common Areas and model Units, signs advertising the sale of Units by the Declarant during the initial sale period. Any signs for the above uses shall be limited to one sign for each use and the size of said sign shall not exceed nine (9) square feet. This section does not prohibit one large professionally prepared sign indicating the existence of the condominium.

(j) Replacements. Any building erected to replace an existing building containing the Units shall be of new construction, be of comparable size, design and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building replaced. Except as specifically otherwise provided herein, there shall not be constructed or maintained on any portion of the Common Areas not presently devoted to residential buildings anything other than facilities for the common use of all Units.

(k) Structural Integrity. Nothing shall be done in any Unit, or in, on or to the common Areas, which may impair the structural integrity of any improvement.

(l) Building on Easements. Within the easements for the installation and maintenance of utilities and drainage facilities no structure, planting or other material (except such as exist at the time of this Declaration) shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

(m) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Areas. Notwithstanding the foregoing, two household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) no dogs shall be permitted in any portion of the Common Areas except on a

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leash (not longer than six (6) feet in length) maintained by a responsible person; (ii) the permitting of animals on the Common Areas shall be subject to such rules and regulations as the Board may from time to time agree upon, which may include limitations as to the size and number of pets and may include the right to fine Owners or Occupants who do not clean up after their pets; and (iii) the right of a Unit Owner or Occupant to maintain an animal in a Unit shall be subject to termination if the Board reasonably determines that maintenance of the animal constitutes a nuisance.

(n) Conveyances. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Areas shall be deemed conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. The right of a Unit owner to sell, transfer or otherwise convey that owner's Unit is not subject to any right of first refusal or similar restriction, except as reserved herein to the Greens of Prestwick Condominium Association for purposes of ensuring that all assessments are paid prior to transfer and any Unit owner may transfer that owner's Unit free of any such limitation except stated herein. To enable the Association to maintain accurate records of the names and addresses of Unit owners, each Unit owner agrees to notify the office of the Association, in writing, within five (5) days prior to the sale that Unit owner's Unit will be transferred to another person. In addition, each Unit owner agrees to provide to a purchaser of that owner's Unit a copy of the Condominium organizational documents and all effective rules and regulations.

(o) Discrimination. No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Unit owner in favor of another.

(p) Architectural Control. No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative, as to harmony of external design, color and location in relation to surrounding structures and topography. In the event the Board, or its designated representative, fails to approve or disapprove such plans and specifications within sixty (60) days after they have been submitted to it, approval will not be required and these provisions will be deemed to have been fully complied with.

(q) Arbitration. In the event of any dispute between Unit owners as to the application of these restrictions or any rule or regulation to any particular circumstance, the party aggrieved

shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within sixty (60) days thereafter, and give written notice to each party thereof no less than five (5) days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action at law may be instituted by either party to such a dispute unless arbitration pursuant thereto has first been had.

(r) Rubbish and Debris. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung or exposed on any part of the Common Areas. The Common Areas and Limited Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials.

#### ARTICLE IV

##### BUILDING DESCRIPTION

Section 1. Residential Building. The Condominium shall have three buildings designated on the drawings and shall be two stories high and each shall contain two units. The building shall be of wood frame construction with partial brick veneer.

#### ARTICLE V

##### UNITS

Section 1. Unit Designations. Each of the two units in each building is designated by a number on the Drawings where that unit is located.

Information concerning the units is shown on the attached "Exhibit B". The location and designation of each unit is also shown on the plot plan attached hereto as "Exhibit C".

##### Section 2. Composition of Units.

(a) Unit Composition. Each unit consists of the space in the building designated by that Unit's designation on the drawings that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the floor and the unfinished interior surface of the ceiling, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute a complete enclosure of space, and all improvements within that space. Without limiting the generality of the foregoing, each unit shall include.

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1) the decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls, carpet, and also the floors themselves;

(2) all windows, screens and doors, and including the frames, sashes and jambs and the space occupied thereby, and the hardware therefore;

(3) all fixtures and appliances installed for the exclusive use of that unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, television antennas and cables, and air-conditioning units and heat pumps, and components thereof, if any, serving only that unit;

(4) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service either the unit or the fixtures located therein, together with the space occupied thereby;

(5) all space between interior walls, including the space occupied by structural and component parts of the building and by utility pipes, wires, ducts and conduits;

(6) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts or conduits which serve either the unit or the fixtures located therein, and which are located within the bounds of the unit;

excluding therefrom, however, all of the following items located within the bounds of that unit;

(1) any structural element of the building contained in all interior walls;

(2) all vent covers, grills, plate covers, and other coverings of space which are not a part of a unit as heretofore defined; and

(3) all plumbing, electric, heating, cooling and other utility or service lines pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve any other unit.

(b) Unit Sizes; Locations and Components. The unit designations, statement of its location, approximate area, number of rooms and the immediate common area to which it has access and

other data necessary for its proper identification is also shown on Exhibits B and C attached.

#### ARTICLE VI

##### COMMON AND LIMITED COMMON AREAS

Section 1. Common Areas - Description. All of the Condominium Property, including all of the land and all improvements, thereon and appurtenances thereto, except those portions labeled or described herein or in the Drawing as a part of a Unit, are Common Areas.

Section 2. Limited Common Areas - Description. Those portions of the Common Areas that are labeled or designated "LCA" or "Limited Common Areas" on the Drawings, are Limited Common Areas which include if designated, the patios, porches, stairways, decks, driveways, attics and crawl spaces.

Section 3. Restricted Common Areas. Those portions of the Common Areas that are labeled or designated "RCA" or "Restricted Common Areas" will include the pond located partially on the premises and any other hazardous features.

Section 4. Undivided Interest. The undivided interest of each Unit in the Common Areas is based on the percentage of square footage each unit has in relation to the total square footage of all units as reflected in Exhibit E.

The Common Areas shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest in the Common Areas of a Unit shall not be separated from the Unit to which it appertains.

If at a later time the Condominium is expanded, as herein-after provided, the undivided interests of Units in the Common Areas shall be uniformly reallocated so that the undivided interest of each Unit of each type added shall be the same as each other Unit of that type, and so that the undivided interest of a Unit of one type to one of another type is in the same ratio as those interests are with respect to the Units initially a part of the Condominium.

#### ARTICLE VII

##### UNIT OWNERS' ASSOCIATION

Section 1. Establishment of Association. The Association has been formed to be and to serve as the Unit Owner's Association of the Condominium. The Declarant is presently the sole member of



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the Association.

Section 2. Membership. Membership in the Unit Owners' Association shall be limited to the Unit owners, and every person or entity who is or becomes a record owner of a fee or undivided fee-simple interest in a Unit is a Unit owner and shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

Section 3. Voting Rights. Each Unit owner shall be entitled to one vote for each Unit owned in fee simple, and a proportionate part of a vote for ownership of an undivided fee-simple interest in a Unit.

Section 4. Board of Trustees. The Board initially shall be those three (3) persons named as the initial Trustees pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by the Declarant. No later than the time that Units to which twenty-five percent (25%) of the undivided interests in the Common Areas appertain have been sold and conveyed by the Declarant, the Unit Owners shall meet, and from and after that date there shall be three (3) Trustees. The Unit owners other than the Declarant shall elect one of the trustees at such meeting and the Declarant shall designate the other two of the Trustees, which three Trustees shall serve until the meeting described in the next paragraph. For purposes of computing the undivided interests referred to in this paragraph, those interests shall be computed by comparing the number of Units that may be created, one hundred eleven (111).

Within thirty (30) days after the earlier of (a) five (5) years from the date of the establishment of the Association, or (b) the sale and conveyance, to purchasers in good faith and for value, of Units to which seventy-five percent (75%) of the undivided interests in the Common Areas appertain, the Association shall meet and all Unit owners, including the Declarant, shall elect five (5) Trustees to replace all of those Trustees earlier elected or designated by the Unit owners or Declarant, respectively, and elect new officers of the Association. The terms of the five Trustees shall be staggered so that the terms of two-fifths of the Trustees will expire and successors be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the two Trustees whose terms then expire shall be elected to serve three-year terms.

Notwithstanding the foregoing, Declarant, shall have the right at any time to waive its right to select one or more Trustees or to vote in an election of Trustees. If the Declarant waives its right to select one or more Trustees, the membership shall meet and elect the members of the Board otherwise to have

been selected by Declarant.

Section 5. Authority. The Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Areas and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by the Condominium organizational documents, or the Condominium Act, that are not specifically reserved to Unit Owners.

Section 6. Delegation of Authority; Professional Management. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days written notice; shall be terminable by either party, without penalty, on ninety (90) days written notice; shall not exceed one (1) year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant or one or more other firms or corporations affiliated with Declarant for the providing of management, maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit owners at the time entered into under the circumstances then prevailing and are terminable by the Association, without cause and without penalty, on ninety (90) days written notice.

#### ARTICLE VIII

##### AGENT FOR SERVICE

The name of the person to receive service of process for the Association, and that person's residence or place of business, which is Stark County, Ohio, where the Condominium is situated is: Roger Sours, 3843 Bay Path, Akron, Ohio 44319.

In the event this individual for any reason ceases to be registered with the Secretary of State of Ohio as Statutory Agent for the Association, the person so registered shall be the person to receive service of process for the Association.

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ARTICLE IX

MAINTENANCE AND REPAIR

Section 1. Association Responsibility. The Association shall maintain and repair the Common Areas, including and not limited to utility facilities serving more than one Unit, utility lines in the Common Areas, lawns, shrubs, trees, walkways, roads, driveways, and any buildings which are a part of the Common Areas.

Section 2. Individual Responsibility. Each Unit owner shall repair and maintain the Unit and all components thereof. Without limiting the generality of the foregoing, this repair and maintenance responsibility shall include repair and maintenance of all windows, screens and doors, including the frames, sashes and jams, and the hardware therefore; and the furnace, air-conditioning, decks, porches and patios, electric breaker box and all utility repair expense which serves only the owner's unit. All such repairs and maintenance shall be subject to the requirements of subsection (c) of Section 2 of Article III. In the event a Unit owner shall fail to make any such repair or perform such maintenance, or in the event the need for maintenance or repair of any part of the Common Areas or Limited Common Areas is caused by the negligence or intentional act of any Unit owner or occupant, and the cost of repair is not covered by insurance, the cost of such maintenance and repair shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by such Unit owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

## ARTICLE X

### UTILITY SERVICES

Each Unit owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged by the utility company to that Unit. In the event any utility service is not separately metered, the cost thereof shall be prorated among the Unit owners in proportion to their respective interests in the Common Areas.

## ARTICLE XI

### INSURANCE; LOSSES; BONDS

Section 1. Fire and Extended Coverage Insurance. The Board shall have the authority to and shall obtain insurance for all buildings and structures now or at any time hereafter constituting a part of the Condominium Property, and including all units (exclusive of improvements and benefits in Units which were not originally installed therein by Declarant and are not replacements thereof) against loss or damage by fire, lightning, vandalism, and such other hazards as are ordinarily insured against in fire and extended coverage policies issued in the locale of the Condominium Property, in amounts at all times sufficient to prevent the Unit owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision and not less than the actual replacement cost of such buildings and structures. This insurance will provide for windows, doors and similar items enumerated in subsection (2) of Article V, and may provide for built-in or installed fixtures and equipment.

This insurance shall be obtained from a fire insurance company authorized to write such insurance in the State of Ohio which has a general policy holder rating of not less than BBB+, as determined by the then latest edition of Best's Insurance Reports or its successor guide.

This insurance shall be written in the name of the Association for the use and benefit of the Unit owners and their mortgagees as their interests may appear. The Board and/or its authorized representatives shall have the exclusive right to negotiate and adjust all losses. Unless the Board determines otherwise, all such insurance shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Trustees, and all Unit owners and occupants.

This policy of insurance shall contain provisions requiring the issuance of certificates of coverage, and provide that coverage may not be cancelled or substantially modified for any reason (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to the Association, all Unit owners and approved mortgagees of any Unit.

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The cost of this insurance shall be a common expense, payable by the Association. A Unit owner's share shall be determined by multiplying the premium being apportioned by that Unit owner's Unit's respective percentage interest in the Common Areas. If such premium is not paid by the Unit owner, it shall constitute a special individual Unit assessment, as hereinafter defined.

If this insurance policy ceases to exist for any reason whatsoever, the Association shall promptly cause notice of that fact to be hand delivered or sent prepaid by first class United States mail to all Unit owners and approved mortgagees. Any mortgagee of any portion of the Condominium Property may remedy that lack of insurance by purchasing policies to supply that insurance coverage with respect to the entire Condominium Property. The funds so advanced shall be deemed to have been loaned to the Association, shall bear interest at a per annum rate of two percent higher than the basic interest rate in any note secured by the mortgagee's mortgage against a portion of the Condominium Property and shall be due and payable to the mortgagee by the Association immediately. The repayment of said obligation shall be a common expense and shall be secured by a special assessment against all Unit owners and shall not require a vote of the members of the Association, anything to the contrary in this Declaration notwithstanding.

Section 2. Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the Common Area, insuring the Association, the Trustees, and the Unit owners and members of their respective families and Occupants, with such limits as the Board may determine, but not less than \$1,000,000 single limit per any one occurrence and not less than \$100,000 in respect to damage to property arising out of one accident, covering claims for personal injury and/or property damage. This insurance shall include protection against such risks as are customarily covered with respect to developments similar in construction, location and use, as determined by the Board; provided, however, that such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Units or Limited Common Areas. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit owner or Occupant because of negligent acts of the Association, the Board, or other Unit owners or Occupants.

Section 3. Other Association Insurance. In addition, the Board may purchase and maintain contractual liability insurance, trustees' and officers' liability insurance, boiler insurance, and such other insurance as the Board may determine.

Section 4. Unit Owners' Insurance. Any Unit owner or Occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit owner or Occupant

may determine, subject to the provisions hereof, and provided that no Unit owner or Occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association.

In the event any Unit owner or Occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit owner who acquired or whose Occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit owner or Occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements within a Unit owned by the Unit owner or Occupant provided the latter is limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments". All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Trustees, and all other Unit owners and Occupants.

Section 5. Sufficient Insurance. In the event the improvements forming a part of the Common Areas and other items to be covered by such insurance pursuant to this Declaration, 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 Board in payment therefor; provided, however, that in the event, within sixty (60) days after such damage or destruction, the Unit owners and eligible holders of first mortgages, if they are entitled to do so pursuant to the provisions of Section 1 of Article XII hereof, shall elect to withdraw the Condominium Property from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken.

Section 6. Insufficient Insurance. In the event the improvements forming a part of the Common Areas and other items to be covered by such insurance pursuant to this Declaration, 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 Unit owners and eligible holders of first mortgages shall, within sixty (60) days after such damage or destruction, if they are entitled to do so pursuant to the provisions of Article XII hereof, elect not to make such repair, restoration or reconstruction, the Association shall make such repairs, restoration or reconstruction of the Common Areas and other items to be covered by such insurance pursuant to this Declaration, which have been so damaged or destroyed, at the expense (to the extent not covered by

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insurance) of all Unit owners in proportion to their respective interests in the Common Areas. Should any Unit owner refuse or fail after reasonable notice to pay that Unit owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed to such Unit owner and such assessment shall have the same force and effect as any other special assessment referred to hereunder, and, if not paid, may be enforced in the same manner, as herein provided for the nonpayment of assessments.

Section 7. Procedure for Reconstruction or Repairs.

Immediately after a casualty causing damage to any portion of the Condominium Property, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that immediately before the casualty. Such costs may include professional fees and premiums for such bonds as the Board deems necessary.

The insurance proceeds and the sums from collections from, and special assessments against, Unit owners on account of such casualty, and funds in any appropriate reserves shall constitute a construction fund which shall be applied by the Association to the payment of the cost of reconstruction and repair of the Condominium Property. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in any construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be used to reduce other common expenses or replenish appropriate reserves.

Section 8. Fidelity Bonds. The Board shall obtain fidelity bond coverage with respect to any person handling Association funds in an amount no less than one hundred fifty percent (150%) of the amount reasonably estimated to be handled annually by that person on behalf of the Association.

Section 9. Dangerous and Illegal Uses. Nothing shall be done or kept in any Unit or in the Common Areas which will increase the rate of insurance of the buildings or contents thereof without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Areas which will result in the cancellation of insurance on the buildings or contents thereof, or which would be in violation of any law.

## ARTICLE XII

### DAMAGE; RESTORATION; REHABILITATION AND RENEWAL

Section 1. Restoration of Substantial Damage or Destruction. In the event of substantial damage to or destruction of all Units in a building, the Association may, with the consent of Unit owners

entitled to exercise not less than seventy-five percent (75%) of the voting power of Unit owners, the consent of all owners of units which only have been damaged or destroyed, and the consent of eligible holders of first mortgages on Units to which at least seventy-five percent (75%) of the vote of Units subject to mortgages held by eligible holders of mortgages appertain, determine not to repair or restore such damage or destruction.

Immediately after such election, all of the Condominium Property (other than that owned by Declarant) shall be offered for sale to Declarant, if at that time Declarant still owns fee simple title to a Unit or Units, by written notice to Declarant. Declarant shall have thirty (30) days after its receipt of such notice to make an offer to the Unit owners for the purchase of the Condominium Property by sending such offer in writing to the President of the Association. If the Unit owners and Declarant cannot agree on the purchase price for the Condominium Property, the Association (acting on behalf of the Unit owners) and Declarant shall each appoint a qualified real estate appraiser to act as arbitrators not more than ten (10) days after Declarant's offer is received by the President of the Association. Said two arbitrators shall select a third arbitrator, who is also a qualified real estate appraiser, not more than five (5) days after their appointment, and the three arbitrators shall notify the Association and Declarant in writing not more than thirty (30) days after the selection of the third arbitrator of their determination of the fair market value of the Condominium Property and their determination as to responsibility of the parties for the costs of the arbitration. Declarant shall notify the President of the Association in writing not more than ten (10) days after its receipt of the arbitrators' determination whether or not it decides to buy the Condominium Property at the fair market value determined by the arbitrators.

If Declarant does not own fee simple title to any Unit at the time of the said election by Unit owners or if Declarant decides not to buy the Condominium Property, the Association and the Unit owners shall have the rights provided by statute and shall be authorized to take such actions as are not prohibited by statute, this declaration, or the By-Laws including obtaining the sale of all of the Condominium Property as upon partition.

If Declarant decides to buy the Condominium Property, all of the Unit owners shall convey the Condominium Property by general warranty deed or deeds, subject only to easements and restrictions of record and real estate taxes and assessments not yet due and payable, upon payment to the President of the Association, as trustee for all of the Unit owners, and their respective mortgagees, of the sales price, less the owners' pro rata share of the real estate taxes and assessments, and less conveyance fees, on the Condominium Property in accordance with the then prevailing custom in Stark County, Ohio. The closing of such conveyance shall take place not more than sixty (60) days after Declarant gives the President of the Association its written decision to buy

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at a date, time, and place designated by Declarant.

In the event of any such sale to Declarant or partition sale of the Condominium Property (after Declarant's decision not to buy) or sale by agreement of all Unit owners (after Declarant's said decision), 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 Unit owners in proportion to their respective proportionate interests in the Common Areas.

In the event of an election not to repair or restore substantial damage or destruction, the net proceeds of insurance paid by reason of such damage or destruction shall be added to the proceeds received from the sale as upon partition, and the total amount distributed among the owners of the Units, and the eligible holders of their respective first mortgage liens, (as their interests may appear), in proportion to their percentage interests in Common Areas.

Section 2. Rehabilitation and Renewal. The Association, with the consent of Unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power of Unit owners, and the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of mortgages appertain, may determine that the Condominium is obsolete in whole or in part and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense.

### ARTICLE XIII

#### EMINENT DOMAIN

The following provisions shall control all takings of the Condominium Property through the exercise of the power of eminent domain, to the extent permitted by law.

Section 1. Notice and Participation. If all or any part of any Unit or of the Common Areas shall be taken, injured, or destroyed by the exercise of the power of eminent domain, each Unit owner and approved mortgagee affected thereby shall be entitled to notice of such taking and to participate through the Association in the proceedings incident thereto.

Section 2. Total Taking of Unit. If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain, leaving the Unit owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, then unless the decree otherwise provides: (i) the Unit's voting power shall completely terminate, and (ii) the Unit's entire percentage interest in the Common Areas and in the

common surplus and expenses shall automatically be reallocated to the remaining Units in proportion to their respective percentage interests before the taking; and the Association shall attempt to promptly obtain the execution and recording of an amendment to this Declaration reflecting the reallocations. Any remnant of the Unit remaining after part of a Unit is taken under this section is thereafter a Common Area. The award attributable to such a taking shall be paid to the Unit Owners whose Units were subject to said taking, in accordance however with the terms of Sections 5 and 6 below.

Section 3. Partial Taking of Unit. Except as provided in Section 2 above, if part of a Unit is acquired by eminent domain, Section 4 of Article VI hereof shall be amended upon acquisition to reallocate the proportionate interests in the Common Areas and in the common surplus and expenses which the owners of all Units will have immediately after such acquisition in accordance with the method for determining percentage interest set forth in said Section 4 of Article VI, and the Association shall attempt to promptly obtain the execution and recording of an Amendment to this Declaration reflecting the reallocations. The award attributable to such a taking shall be paid to the Unit Owners whose Units were subject to said partial taking in accordance with the terms of Sections 5 and 6 below.

Section 4. Taking of Common Areas. If part of the Common Areas is acquired by eminent domain, the award attributable to such taking shall be paid to the Association. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Areas among the Unit owners in proportion to their respective percentage interests in the Common Areas before the taking, but the portion of the award attributable to the acquisition of a portion of the Limited Common Areas shall be divided equally among the owners of the Units which such Limited Common Areas benefited at the time of the acquisition.

Section 5. Agency for Negotiation of Settlements. The Association is hereby constituted and appointed agent for all Unit owners and their mortgagees, with full authority to negotiate and making binding settlements on behalf of and in the name of said owners and mortgagees concerning the value and extent of all takings of Common Areas by any agency or entity exercising the power of eminent domain; provided, however, that the Association shall be authorized to make such binding settlements only with the consent of all approved mortgagees holding a first mortgage on any Unit(s) taken by the agency or entity.

Section 6. Mortgagee's Rights. In the event any Unit or the Common Areas, or any portion thereof, are made the subject matter of any condemnation or eminent domain proceeding or are otherwise sought to be acquired by a condemning authority, the holders of first mortgages on the interests taken will have first priority, to the extent of their respective interests, with respect to distribution to such Unit of the net proceeds of any award or

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settlement. Each Unit owner shall give the holder of a first mortgage on that owner's Unit timely written notice of such proceeding or proposed acquisition.

#### ARTICLE XIV

##### GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Unit owner shall have a right and easement of enjoyment in, over and upon the Common Areas and a right of access to and from his, her or its Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Areas, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit. Any Unit owner may delegate that unit owner's right of enjoyment to the Common Areas and to ingress to and egress from a Unit to the members of that Unit owner's family and to Occupants.

Section 2. Right of Entry for Repair, Maintenance and Restoration. The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property. Except for the purposes of making emergency repairs, there shall be no right of entry to a Unit except upon twenty-four (24) hours prior notice to the Owner or Occupant.

Section 3. Encroachments. In the event that, by reason of the construction, settlement, or shifting of the buildings or by reason of the partial or total destruction and rebuilding of the buildings, any part of the Common Areas presently encroaches or shall hereafter encroach upon any part of a Unit, or any part of a Unit presently encroaches or shall hereafter encroach upon any part of another Unit or any part of the Common Areas, or, if by reason of the design or construction of utility systems, any main pipes, ducts, or conduits serving more than one Unit presently encroach or shall hereafter encroach upon any part of any 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 Unit and the Common Areas, as the case may be, so long as all or any part of the building containing such 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 Unit if such encroachment occurred due to the willful misconduct of said Owner, his invitee, licensee, lessee, family member, guest, agent or employee; nor shall this provision relieve a Unit owner of liability in case of his willful

misconduct or the willful misconduct of his invitee, licensee, lessee, family member, guest, agent or employee.

Section 4. Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Condominium Property.

Section 5. Easement for Utilities and Storm Sewers. There is hereby created within, upon, over and under all of the Condominium Property easements to the Association for ingress and egress to, and the installation, replacing, repairing and maintaining of all utilities and storm sewers, including, but not limited to water, sewers, gas, telephone, electricity and television cable. By this easement it shall be expressly permissible for the providing utility company or Declarant to construct and maintain the necessary poles and equipment, wires, circuits, pipelines and conduits within, on, above, across and under the Condominium Property, so long as such poles, equipment, wires, circuits, pipelines and conduits do not unreasonably interfere with the use and enjoyment of the Condominium Property and in the additional property described in Exhibit D. Should any utility company furnishing a service request a specific easement by separate recordable document, the Board shall have the right to grant such easement without conflicting with the terms hereof.

Section 6. Easement for Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Areas in the performance of their duties.

Section 7. Easements Reserved to Declarant.

(a) Declarant hereby reserves, for the maximum period permitted by law, on its own behalf and on behalf of its successors and assigns and any party now or hereafter having any interest in the additional property described in Exhibit D, the right and easement to enter upon the Condominium Property in order to install, maintain, repair, and replace pipes, wire, antennas, cables, towers, conduits, and other liens and facilities for the purpose of providing water, sanitary sewer, storm or drainage sewer, electrical, telephone, television, and other utility or quasi-utility services to and for part or all of the additional property; the right and easement to extend and tie into main line utility and service lines in the Common Areas as permitted by public authorities and any utility company involved and to extend such lines into the additional property to service the same; the right and easement to use such pipes, wires, antennas, cables, towers, conduits, and other lines and facilities for the applicable

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services; and the right and easement to enter upon the Condominium Property to the extent necessary in order to construct residential units and/or other improvements on the additional property. Any utilization of the foregoing rights and easements reserved, however, shall not unreasonably interfere with the use and enjoyment of the Condominium Property; and, if any damage, destruction, or disturbance occurs to the Condominium Property as a result of such utilization, the Condominium Property shall be restored promptly to the condition which existed immediately prior to such utilization at the sole expense of the person or persons making such utilization.

(b) Declarant hereby reserves, for the maximum period permitted by law, on its own behalf and on behalf of its successors and assigns and any party now or hereafter having any interest in the real estate described in Exhibit D, the non-exclusive right to use, maintain, and repair the roadways, driveways, pavement, sidewalks and parking areas and garage entrances in common with all parties now or hereafter having any interest in the Condominium Property.

The reservation of easement in the immediately preceding paragraph and any grant made by Declarant, its successors, or assigns, pursuant to such reservation of easement shall require any party benefiting therefrom who owns all or any part of the additional property to pay his proportionate share of the cost of maintaining such roadways, etc., in good repair, together with all parties now or hereafter having any interest in the Condominium Property.

Section 8. Power of Attorney. Each Unit owner, by acceptance of a deed to a Unit, hereby authorizes Declarant to execute, deliver, acknowledge and record, for and in the name of such Unit owner, such deeds of easement and other instruments as may be necessary or desirable, in the sole discretion of the Board's authorized representative, to further establish or effectuate the foregoing easements. This authority is granted for the benefit of each and every Unit owner, the association.

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement.

Section 10. Existing Easements and Encumbrances. The Condominium Property is presently subject to the easements and encumbrances set forth on Exhibit E, which is attached hereto and made a part hereof.

#### ARTICLE XV

##### ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessments. The Declarant for each Unit within the Condominium hereby covenants, and each Unit owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association: (1) annual operating assessments, (2) special assessments for capital improvements, and (3) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of Unit owners and occupants and the best interests of the Condominium Property.

##### Section 3. Elements-Apportionment: Due Dates.

###### (a) Annual Operating Assessments.

(1) At the time of the filing of this Declaration, and prior to the beginning of each fiscal year of the Association thereafter, the Board shall estimate, and prorate among the Units on the basis of the percentage interest of each Unit in the Common Areas, common expenses of the Association consisting of the following:

a. the estimated next fiscal year's cost of the maintenance, repair, and other services to be provided by the Association;

b. the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;

c. the estimated next fiscal year's costs for utility services not separately metered;

d. the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;

e. an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and

f. the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for

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property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

(2) The Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated in accordance with each respective Unit's undivided interest in the Common Areas, and thereby establish the annual operating assessment for each separate Unit. For administrative convenience, any such assessment may be rounded to the nearest whole dollar.

(3) The annual operating assessment shall be payable in advance, annually or in such other periodic installments as the Board may establish, provided that nothing contained herein shall prohibit any Unit owner from prepaying assessments in annual or semi-annual, increments. The due dates of any such installments shall be established by the Board, and, unless otherwise provided, the Association shall collect on or before the first day of the relevant period from those who own the Unit an equal period prorata share of the annual operating assessments for that Unit.

(4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units on the same basis as heretofore set forth.

(5) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit owners.

(b) Special Assessments for Capital Improvements.

(1) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements on the Common Areas to the extent that reserves therefore are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefore without the prior consent of Unit owners exercising no less than seventy-five percent (75%) of the voting power of Unit owners.

(2) Any such assessment shall be prorated among all Units in proportion to their respective undivided interests in the Common Areas, and shall become due and payable on such

date or dates as the Board determines following written notices to the Unit owners.

(c) Special Individual Unit Assessments. The Board may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit owner, the cost of insurance premiums separately billed to a Unit owner, and a Unit owner's enforcement and arbitration charge). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit owners subject thereto. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit owner for his, her or its share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Areas attributable to that Unit. The calculation by the Association of the Unit's share of taxes and assessments shall be binding upon all Unit owners.

Section 4. Effective Date of Assessments. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit owner at least ten (10) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice mailed or delivered to a Unit owner's Unit shall constitute notice to that Unit owner, unless the Unit owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit owner.

Section 5. Effect of Non-payment of Assessments; Remedies of the Association.

(a) If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the Board, at its option, without demand or notice, may (i) declare the entire unpaid balance of the assessment immediately due and payable, and (ii) charge interest on the entire unpaid balance (or on an overdue installment, alone, if it hasn't exercised its option to declare the entire unpaid balance due and payable), at the rate of eight percent (8%) per annum.

(b) Annual operating and both types of special assessments, together with interests and costs, shall be a charge and a



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continuing lien in favor of the Association upon the Unit against which each such assessment is made.

(c) At any time after an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, and interest and costs, may be filed with the Recorder of Summit County, Ohio, pursuant to authorization given by the Board. The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments, and shall be signed by the president or other chief officer of the Association.

(d) The lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien was duly filed therefore, unless sooner released or satisfied in the same manner provided by law in the State of Ohio 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 the lien.

(e) Any Unit owner who believes that an assessment chargeable to his, her or its Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the Court of Common Pleas of Summit County, Ohio for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(f) Each such assessment together with interest and costs shall also be the joint and several personal obligation of the Unit owner who owned the Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest and costs shall not be the personal obligation of that owner's or owner's successors in title unless expressly assumed by the successors, provided, however, that the right of the Association to a lien against that Unit, or to foreclose any lien thereon for these delinquent assessments, interest and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

(g) The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest and costs, bring an action at law against the owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association as plaintiff in any such action shall be entitled to become a purchaser at the foreclosure sale. In any

such action, interest and costs of such action (including attorney fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

(h) No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Areas, or any part thereof, or by abandonment of his, her or its Unit.

Section 6. Subordination of the Lien to First Mortgage. The lien of the assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments or charges against the mortgaged Unit which became due and payable prior to the time such holder or purchaser took title to that Unit.

Section 7. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

## **ARTICLE XVI**

### **NOTICES TO MORTGAGEES**

Any holder or insurer of a first mortgage, upon written request to the Association (which request states the name and address of such holder or insurer and the Unit designation), shall be entitled to timely written notice by the Association of:

(1) any proposed amendment of the Condominium Declaration, Articles, By-Laws or Drawings, effecting a change in (a) the boundaries of any Unit, (b) the undivided interest in the Common Areas appertaining to any Unit or the liability for common expenses appertaining to any Unit, or (c) the purposes to which any Unit or the Common Areas are restricted, or (d) the insurance requirements of the Declaration or By-Laws;

(2) any proposed termination of the Condominium as a condominium regime;

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- (3) any condemnation or eminent domain proceeding affecting the Condominium Property or any part thereof, of which the Board obtains notice;
- (4) any significant damage or destruction to the Common Areas and facilities;
- (5) any decision by the Association not to restore substantial damage or destruction;
- (6) any decision by the Association to renew or rehabilitate the Condominium Property;
- (7) any decision by the Association to construct new capital improvements not replacing existing improvements;
- (8) any decision of the Association to assume self management of the Condominium;
- (9) any default under the Declaration, Articles or By-Laws which gives rise to a cause of action against a Unit owner whose Unit is subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days;
- (10) any notice that an insurance policy or fidelity bond required by the Declaration or By-Laws is to be cancelled;
- (11) notice of times and places of Unit owners meetings, which shall be open to representatives of said mortgagees.

#### ARTICLE XVII

##### REMOVAL FROM CONDOMINIUM OWNERSHIP

Section 1. Procedure for Removal. The Unit owners, by the affirmative vote of those entitled to exercise not less than ninety percent (90%) of the voting power of the Association may elect to remove the Condominium Property from the provisions of the Condominium Act, but only after receiving the consent of all approved mortgagees holding first mortgages on Units, whose consent shall not unreasonably be withheld. In the event of such election, the Association and the Unit owners shall take any and all action which may be required by law.

Section 2. Sale After Removal. The Association, on behalf of the Unit owners, may contract for the sale of the Condominium Property or former Condominium Property, but the contract is not binding on sellers until approved by Unit owners and approved mortgagees in the same manner as set forth above in Section 1 for an election to remove. If the property constituting the

Condominium Property is to be sold following removal, title to that property, upon removal, shall automatically vest in the Association as trustee for the holders of all interests in the former Units. Thereafter, the Association shall have all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds thereof distributed, the Association shall continue in existence with all powers it had before removal. Proceeds of the sale must be distributed to Unit owners and lien holders as their interests may appear, in proportion to the respective interests of Unit owners in the Common Areas previously owned by such Unit owners. Unless otherwise provided in the proposal of sale approved by Unit owners, so long as the Association holds title to the property, each Unit owner and his successors in interest have an exclusive right to occupancy of the portion of the property that formerly constituted his Unit. During the period of that occupancy, each Unit owner and his successors in interest remain liable for all assessments and other obligations imposed on Unit owners by law and by the Declaration and By-Laws.

Section 3. Tenancy in Common After Removal. If the property constituting the Condominium Property is not to be sold following removal, title to the property, upon removal, vests in the Unit owners as tenants in common in proportion to their respective interest in the Common Areas previously owned by such Unit owners. Liens on the Units shall shift accordingly. While the tenancy in common exists, each Unit owner and his successors in interest shall have an exclusive right to occupancy of the portion of the property that formerly constituted his Unit.

Section 4. Distribution. Following removal of the Condominium Property the assets of the Association shall be distributed to Unit owners in proportion to their respective interests in the Common Areas previously owned by such Unit owners. The proceeds of the sale described in Section 2, above, and held by the Association as trustee, are not assets of the Association for purposes of this Section.

#### ARTICLE XVIII

##### CONDOMINIUM INSTRUMENT REQUIREMENTS

Section 1. General. The Condominium act requires that certain information be provided in the Condominium instruments. Much of this is provided elsewhere in the Condominium organization documents and in other documents, but in order that all such information be provided in this Declaration, various items of that information are set forth in the following sections of this article.

Section 2. Deposits. Any deposit or downpayment made in connection with a sale of a Unit by Declarant or its agent will be held in trust or escrow until delivered at the time of the

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closing of the sale or returned to or otherwise credited to the buyer, or forfeited to the Declarant. If, in the case of any such sale, a deposit or downpayment of Two Thousand Dollars (\$2,000.00) or more is held for more than ninety (90) days, interest at the rate of at least four percent (4%) per annum for any period exceeding ninety days shall be credited to the buyer at the time of closing of the sale or upon return or other credit made to the buyer, or added to any forfeiture to the Declarant. Deposits held in trust or escrow pursuant to sales by Declarant, or its agent shall not be subject to attachment by creditors of Declarant or the buyer.

Section 3. Association Control. Except in its capacity as a Unit owner of unsold Units, the Declarant or its agent will not retain a property interest in any of the Common Areas after control of the Association is assumed by the Association. The owners of Units that have been sold by the Declarant or its agent will assume control of the Association and the Common Areas, as elsewhere provided herein, in compliance with the requirements of the Condominium act. Neither the Association nor the Unit owners will be subject to any management contract or agreement executed prior to the assumption of control of the Association by Unit owners other than Declarant for more than one year subsequent to that assumption of control unless such a contract or agreement is renewed by a vote of the Unit owners pursuant to the provisions of the By-Laws.

Section 4. Limited Warranty. Following are the limited warranties (and limitations thereon) which the Declarant gives to the buyers of a Unit from it, which are not enforceable by the buyers unless and until the sale of the Unit to the buyers is closed.

(a) Units. Except as provided in subparagraph (c) below, the Declarant warrants to provide and pay for the full cost of labor and materials for any repair or replacement of structural, mechanical, and other elements pertaining to the Unit, occasioned or necessitated by a defect in material or workmanship, that arise within a period of one year from the date the deed to the buyers for that Unit is filed for record.

(b) Common Areas and Facilities. The Declarant warrants to provide and pay for the full cost of labor and materials for any repair or replacement of the roof and structural components, and mechanical, electrical, plumbing, and common service elements serving the Condominium as a whole, occasioned or necessitated by defects in material or workmanship, that arise within a period of two (2) years from the date the deed is filed for record following the sale of the first unit in the Condominium to a purchaser in good faith for value.

(c) Appliances, etc. In the case of ranges, refrigerators, washing machines, clothes dryers, hot water heaters and other similar appliances, if any, installed and furnished by the

Declarant as part of the Unit, the Declarant assigns to the buyers all express and implied warranties of the manufacturer, and the Declarant's warranty with respect to such items is limited to the Declarant's warranty that the same have been properly installed.

(d) Extended Warranties. The Declarant assigns to the buyers any warranties made to the Declarant that exceed the time periods for warranties that the Declarant has given to the buyers by this limited warranty.

(e) Limitations.

(1) No responsibility is assumed for damage from any cause, whatsoever, other than to repair or replace, at the Declarant's cost, items containing defects covered by Declarant's warranty.

(2) No responsibility is assumed for consequential or incidental damage except to the extent, if any, not permitted to be excluded or limited by law.

(3) Implied warranties, if any, are limited to one year from the date on which the unit is dedeed to the buyers, except to the extent, if any, that limitation is not lawful.

(4) These written warranties are the only express warranties the Declarant gives to the buyers unless additional warranties are included in a written contract between the Declarant and the buyers.

(5) Any request for service must be sent in writing to the Declarant at 1201 South Main Street, North Canton, Ohio 44720 or at such other address as the Declarant may designate, from time to time, in writing to the buyers. The Declarant or the Declarant's designated representative will commence performance of the Declarant's obligations under this warranty within thirty (30) days after receipt of the buyer's request for service, and complete the same as soon as reasonably possible. All repairs and adjustments will be made Monday through Friday, 8:00 A.M. to 5:00 P.M.

(f) Other Rights. This written limited warranty gives the buyers specific legal rights and the buyers may also have other legal rights under the law.

Section 5. Declarant's Obligations. Declarant will assume the rights and obligations of a Unit owner in its capacity as owner of Units not yet sold, including, without limitation, the obligation to pay common expenses attaching to such Units, from the date this Declaration is filed for record.

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ARTICLE XIX

AMENDMENTS

Section 1. Power to Amend. Except as hereinafter provided, amendment of this Declaration (or the other Condominium organizational documents) shall require (a) the consent of Unit owners exercising not less than seventy-five percent (75%) of the voting power of Unit owners, and (b) the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain. Notwithstanding the foregoing:

(a) the consent of all Unit owners shall be required for any amendment effecting a change in:

(i) the boundaries of any Unit;

(ii) the undivided interest in the Common Areas appertaining to a Unit, or the liability for common expenses appertaining thereto;

(iii) the number of votes in the Association appertaining to any Unit; or

(iv) the fundamental purposes to which any Unit or the Common Areas are restricted;

(b) The consent of Unit owners exercising not less than eighty percent (80%) of the voting power of Unit owners and the consent of eligible holders of first mortgages on units to which at least seventy-five percent (75%) of the votes of units subject to mortgages held by eligible holders of first mortgage liens appertain shall be required to terminate the Condominium; and

(c) In any event, Declarant reserves the right and power, and each Unit owner by acceptance of a deed to a Unit is deemed, to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant), for a period of three (3) years from the date of the filing of the Declaration, to amend the Condominium organizational documents, to the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages by the Mortgage Corporation, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Federal Housing Administration, the Veterans Administration, or any other agency or organization; and further provided that if there is a Unit Owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant, and further reserving unto the Declarant such power or attorney for the purposes of implementing Article XX Expansions.

Section 2. Method to Amend. An amendment to this Declaration (or the Drawings or the By-Laws), adopted with the consents hereinbefore provided, in a writing executed with the same formalities as the Declaration by two officers of the Association and containing a certification that the amendment was duly adopted in accordance with the foregoing provisions, shall be effective upon the filing of the same with the Auditor and Recorder of Summit County, Ohio.

## **ARTICLE XX**

### **EXPANSIONS**

Section 1. Reservation of Expansion Option. Declarant expressly reserves the option to expand the Condominium Property as provided in this Article.

Section 2. Limitations on Option. Declarant has no limitations on its option to expand the Condominium Property except as provided in this article, or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property. No Unit owner's consent is required to enable Declarant to expand the Condominium Property.

Section 3. Maximum Expansion Time. Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven (7) years from the date this Declaration is filed for record, renewable for an additional seven-year period at the option of the Declarant, exercisable within six (6) months prior to the expiration of the seven-year period and with the consent of the majority of the unit owners other than the Declarant upon which the option together with a statement of any circumstances that will terminate the option prior to the expiration of the time limit.

Section 4. Legal Description. A legal description, by metes and bounds, of all additional property that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Condominium act as part of this Condominium, is attached hereto and marked "Exhibit D", and referred to herein as "the additional property".

Section 5. Composition of Portions Added. Neither all nor any portion of the additional property must be added to the Condominium Property, nor, if any of the additional property is added, shall it be required that a particular portion of the additional property must be added, provided that portions added meet all other requirements set forth in this article. Except as expressly provided in this article, there are no limitations on the portions of the additional property that may be added to the Condominium Property.

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Section 6. Time for Adding Portions. Portions of the additional property may be added to the Condominium Property from time to time, and at different times, within the time limit previously described. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added, excepting, however, that each portion added shall be contiguous, at some point, to what then constitutes the Condominium Property, so that at all times the entire Condominium Property shall be an integral and contiguous development.

Section 7. Improvement Location Limitations. There are no established or defined limitations as to the location of any improvements that may be made on any portion of the additional property added to the Condominium Property except such limitations as may then be in effect by reason of the laws and lawful rules and regulations of the appropriate government bodies and authorities having jurisdiction.

Section 8. Maximum Number of Units. The maximum total number of Units that may be created on the additional property and added to the Condominium Property is one hundred five (105), provided that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling units that may be constructed on all or any portion of the additional property that is not added to the Condominium Property. Subject to the foregoing total maximum of Units that may be added to the Condominium Property, there is no limit as to the maximum number of units per acre that may be created on any portion of the additional property added to the Condominium Property other than as may, from time to time be imposed by law.

Section 9. Non-Resident Uses. To the extent any part or all of the additional land is added to the Condominium Development, all land so added, and all units constructed thereon and included in this Condominium Plan, shall be restricted exclusively to residential usage in the same manner as the Units included within this Condominium are so restricted.

Section 10. Compatibility of Structures. All structures erected on all or any portion of the additional property and added to the Condominium Property will be compatible with structures then on the Condominium Property in terms of quality of construction, the principal materials to be used, and architectural style and design. Comparable style and design shall be deemed to exist if the exterior appearance of the structures on the additional property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not comparable because of changes in the number of dwelling units in a building, or variances in set-backs or locations of structures in relation to other improvements.

Section 11. Improvements Other than Structures. If all or a portion of the additional property is added to the Condominium Property, drives, sidewalks, yard areas, and other improvements

similar to those then on the Condominium Property shall be constructed on that additional property, and no other non-structural improvements. Improvements other than structures added to the Condominium Property shall not include improvements except of substantially the same kind, style, design and quality as those improvements then on the Condominium Property.

Section 12. Types of Units. All Units that are created on all or any portion of the additional property and added to the Condominium Property shall be comparable with and similar in style to and of the types of Units then on the Condominium Property, provided, however, that any such Units shall be deemed substantially identical notwithstanding changes in the interior layout of the Units.

Section 13. Limited Common Areas. Declarant reserves the right with respect to all or any portion of the additional property added to the Condominium Property to create Limited Common Areas therein of substantially the same type, size, and number as those areas then so designated as such in the Condominium Property, including, without limiting the generality of the foregoing:

- (a) A deck, patio or porch, whichever is adjacent to and contiguous to the Unit served;
- (b) Crawl space and attic, whichever is adjacent to and contiguous to the Unit served; and
- (c) Parking facilities.

The precise size and number of such newly created Limited Common Areas cannot be ascertained precisely, because those facts will depend on how large each portion added may be, the size and location of the buildings and other improvements on each portion, and other factors presently undetermined.

Section 14. Supplementary Drawings. Attached hereto and marked "Exhibit B" is a plot plan showing the location and dimensions of the Condominium Property and part of the additional property. All of the additional property is described in Exhibit D. Declarant does not consider any other drawings or plans, other than the Drawings, presently appropriate in supplementing the foregoing provisions of this article. However, at such time as Declarant adds all or any portion of the additional property to the Condominium Property it shall file drawings and plans with respect to the additional property as required by the Condominium act.

Section 15. Procedures for Expansion. All or any portion of the additional property shall be added to the Condominium Property by the execution and filing for record by the Declarant and all owners and lessees of the land so added, in the manner provided by the Condominium act, of an amendment to the Declaration that contains the information, drawings, and plans with respect to the

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additional property and improvements therein added required by the Condominium act.

Section 16. Effects of Expansion. Upon the filing for record of an amendment to the Declaration adding all or any portion of the additional property to the Condominium Property:

(a) The added portion shall thereafter be subject to all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessments plan set forth herein shall run with and bind the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property;

(b) The owner or owners of the added portion shall thereupon become members to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and

(c) The undivided interests of Units in the Common Areas, as so expanded, shall be reallocated as hereinbefore provided; and

(d) In all other respects, all of the provisions of this Declaration shall include and apply to such additional portions, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

#### ARTICLE XXI

##### GENERAL PROVISIONS

Section 1. Condominium Instruments. The Condominium act requires certain provisions and information to be provided in the "Condominium Instruments". Provisions regarding deposits, warranties and other items are set forth in individual Unit sales contracts and attachments thereto, in the cases of sales by Declarant, and those items are incorporated herein by reference.

Section 2. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 3. Enforcement. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting the Declarant), the Association,

and each Unit owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges set forth herein or in the By-Laws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit owner shall have the rights of action against each other for failure to comply with the provisions of the Condominium organizational documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a Unit owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit owner or occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Board.

Section 4. Severability. Invalidity of any one or more of these covenants, conditions, restrictions or easements by judgment or court shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no way affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 5. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 6. Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

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IN WITNESS WHEREOF, the undersigned have executed this instrument this 30 day of July, 1992.

Signed and acknowledged  
in the presence of:

McKINLEY DEVELOPMENT COMPANY,  
A PARTNERSHIP

By: [Signature]  
William J. Lemmon, Partner

By: [Signature]  
Robert J. DeHoff, Partner

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named McKINLEY DEVELOPMENT COMPANY, a Partnership, William J. Lemmon and Robert J. DeHoff, its Partners, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of said partnership and their free act and deed as such partners and individually.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 30 day of July, 1992.

[Signature]  
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

ROY H. BATISTA  
Attorney at Law  
Belpar Professional Centre  
4808 Munson Street, N.W.  
Canton, Ohio 44718

ROY H. BATISTA, Attorney at Law  
Notary Public for State of Ohio  
My Commission Has No Expiration Date  
Section 147.03 R.C.

BY-LAWS  
(CODE OF REGULATIONS)

OF  
GREENS OF PRESTWICK CONDOMINIUM ASSOCIATION

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ARTICLE I

NAME AND LOCATION

The name of the Association is Greens of Prestwick Condominium Association ("the Association"), which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio. The principal office of the Association shall be as set forth in its Articles of Incorporation ("the Articles"), and the place of meetings of Unit Owners (Members) and of the Trustees (Board of Managers) of the Association shall be at such place in Summit County, Ohio as the Board of Managers, may from time to time designate.

ARTICLE II

DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of Greens of Prestwick Condominium, ("The Declaration"), recorded simultaneously herewith with the Recorder of Summit County, Ohio.

ARTICLE III

UNIT OWNERS (MEMBERS)

Section 1. Composition. Each Unit Owner, as defined in the Declaration, is a member of the Association.

Section 2. Annual Meetings. Regular annual meetings of the Unit owners shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board.

Section 3. Special Meetings. Special meetings of the Unit owners may be called at any time by the president or by the Board, upon written request of Unit owners entitled to exercise one-fourth (1/4) or more of the voting power of Unit owners, and when required by the Condominium act.

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Section 4. Notice of Meetings. Written notice of each meeting of Unit owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting, to each Unit owner entitled to vote thereat, addressed to the Unit owner's address last appearing on the books of the Association, or supplied by such Unit owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. The Unit owners present, in person or by proxy, at any duly called and noticed meeting of Unit owners, shall constitute a quorum for such meeting.

Section 6. Proxies. At any meeting of Unit owners, a Unit owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit owner of his, her or its Unit.

Section 7. Voting Power. Except as otherwise provided by law or otherwise specified in the development instruments, a majority of the voting power of Unit owners voting on any matter that may be determined by the Unit owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit owners except as otherwise specifically provided in the Condominium organizational documents by law.

Section 8. Action in Writing Without Meeting. Any action that could be taken by Unit owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit owners having not less than a majority of the voting power of Unit owners or such greater proportion of the voting power as may be required by the Condominium organizational documents, or by law.

#### ARTICLE IV

##### BOARD OF TRUSTEES: (BOARD OF MANAGERS)

Section 1. Initial Trustees. The initial trustees shall be those two (2) persons named as the initial Trustees in the Articles, or such other person or persons as may from time to time be substituted by the Declarant.

Section 2. Successor Trustee. The number, times of election, and terms of office of those who will serve as Trustees of the Association to succeed the initial Trustees, shall be as provided in the Declaration and these By-Laws.

Section 3. Removal. Excepting only Trustees named in the Articles or selected by Declarant, any Trustee may be removed from the Board with or without cause, by a majority vote of the members. In the event of the death, resignation or removal of a Trustee other than one named in the Articles or a substitute selected by the Declarant, that Trustee's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit owners when a Trustee shall be elected to complete the term of such deceased, resigned or removed Trustee. Declarant shall have the sole right to remove, with or without cause, any Trustee designated in the Articles, or a substitute selected by the Declarant, and select the successor of any Trustee so selected who dies resigns, is removed or leaves office for any reason before the election of Trustees by all of the Unit owners as provided in the Declaration.

Section 4. Nomination. Nominations for the election of Trustees to be elected by the Unit owners shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Unit owners appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 5. Election. Election to the Board by the Unit owners shall be secret written ballot. At such elections, the Unit owners or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 6. Compensation. Unless otherwise determined by the Unit owners at a meeting duly called and noticed for such purpose, no Trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7. Regular Meetings. Regular meetings of the Board shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by any two Trustees, after not less than three (3) days' notice to each Trustee.

Section 9. Quorum. The presence of any duly called and noticed meeting, in person or by proxy, of Trustees entitled to

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cast a majority of the voting power of Trustees shall constitute a quorum for such meeting.

Section 10. Voting Power. Except as otherwise provided by law, vote of a majority of the Trustees voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine the matter.

Section 11. Action in Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Trustees.

Section 12. Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Condominium organizational documents, that are not specifically and exclusively reserved to the Unit owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominium organizational documents;
- (b) obtain insurance coverage no less than that required pursuant to the Declaration;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) repair and maintain the Common Areas;
- (e) establish, enforce, levy and collect assessments as provided in the Declaration;
- (f) adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of Unit owners occupants and their guests thereon, and establish penalties for the infraction thereof;
- (g) suspend the voting rights of a Unit owner during a period in which such Unit owner shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty [60] days for each infraction of published rules and regulations or of any provisions of the Condominium organizational documents);
- (h) declare the office of a member of the Board to be vacant in the event such Trustee shall be absent from three (3) consecutive regular meetings of the Board;

- (i) authorize the officers to enter into one or more management agreements in order to facilitate the efficient operation of the property; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board. The terms of any management agreements shall be as determined by the Board to be in the best interest of the Condominium organizational documents); and
- (j) do all things and take all actions permitted to be taken by the Association By-Laws, or the Condominium organizational documents not specifically reserved thereby to others.

Section 13. Duties. It shall be the duly of the Board to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit owners at each annual meeting of Unit owners, or at any special meeting when such statement is requested in writing by Unit owners representing one-half (1/2) or more of the voting power of Unit owners;
- (b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to
  - (i) fix the amount of assessments against each Unit;
  - (ii) give written notice of each assessment to every member subject thereto within the time limits set forth therein; and
  - (iii) foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Unit owners personally obligated to pay the same, or both;
- (d) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (e) procure and maintain insurance as provided in the Declaration and as the Board deems advisable;
- (f) cause all officers or employees handling Association funds to be bonded;

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- (g) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
- (h) cause the restrictions created by the Declaration to be enforced;
- (i) take all other actions required to comply with all requirements of law and the Condominium organizational documents.

## ARTICLE V

### OFFICERS

Section 1. Enumeration of Offices. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer need be a member of the Association nor need any officer be a Trustee. The same person may hold more than one office.

Section 2. Selection and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

- (a) President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.

- (b) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the members, keep appropriate current records showing the names of members of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.
- (c) Treasurer. The treasurer shall assume responsibility for the receipt and deposit in appropriate bank accounts of all monies of the Association, the disbursement of such funds as directed by resolution of the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the members at annual meetings, and the delivery or mailing of a copy of each to each of the members.

#### ARTICLE VI

##### COMMITTEES

The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

#### ARTICLE VII

##### BOOKS AND RECORDS

The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit owners and the holders and insurers of first mortgages on Units. Likewise during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Unit owners, lenders and their insurers, and prospective purchasers, current copies of the Condominium organizational documents and the rules and regulations governing operation of the Condominium.

#### ARTICLE VIII

##### AUDITS

Upon written request to the Association by an institutional first mortgagee of a Unit, or its insurer, or by vote of the holders of a majority of the voting power of members, the Board

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shall cause the preparation and furnishing to those requesting of an audited financial statement of the Association for the preceding fiscal year, provided that no such statement need be furnished earlier than ninety (90) days following the end of such fiscal year.

**ARTICLE IX**

**FISCAL YEAR**

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

**ARTICLE X**

**AMENDMENTS**

Any modification or amendment of these By-Laws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Recorder of the county in which the Condominium is located.

IN TESTIMONY WHEREOF, the undersigned, the initial members of the Association, have caused these By-Laws to be duly adopted on or as of the 30 day of July, 1992.

McKINLEY DEVELOPMENT COMPANY,  
A PARTNERSHIP

By: [Signature]  
William J. Lemmon, Partner

By: [Signature]  
Robert J. Dehoff

[Signature]  
William J. Lemmon, Individually

[Signature]  
Robert J. Dehoff, Individually

Exhibit A

**GBC** Engineers and Architects, Inc.  
245 S. Frank Blvd., Akron, Ohio 44313-7297  
216-836-0228 Fax 216-836-5782

July 24, 1992

LEGAL DESCRIPTION

Greens of Prestwick Condominiums  
Phase (One)

Situated in the City of Green, County of Summit, State of Ohio and known as being part of the Northeast Quarter of Section 14 of Original Green Township and more fully described as follows:

Beginning at the centerline intersection of Raber Road, C.H. 246, (80' wide) and Mayfair Road, C.H. 244 (60' wide), said point being the northeast corner of Section 14;

Thence S 00° 13' 00" E along the centerline of said Mayfair Road and easterly line of Section 14 a distance of 40.00 feet to a point;

Thence N 89° 49' 00" W along the southerly line of said Raber Road a distance of 1915.28 feet to a point which is the True Place of Beginning for the parcel of land herein described;

Thence S 00° 11' 00" W a distance of 230.00 feet to a point;

Thence S 89° 49' 00" E a distance of 35.00 feet to a point;

Thence S 25° 26' 13" E a distance of 113.99 feet to a point;

Thence S 48° 14' 00" W a distance of 45.63 feet to a point;

Thence S 40° 23' 11" E a distance of 126.70 feet to a point;

Thence along the arc of a circle curving to the right having a central angle 19° 48' 09", a radius of 170.00 feet, a tangent of 29.67 feet, a chord of 58.46 feet, a chord bearing S 59° 30' 54" W, and an arc length of 58.76 feet to a point;

Thence S 34° 01' 10" E a distance of 90.92 feet to a point;

Thence S 05° 41' 00" W a distance of 56.13 feet to a point;

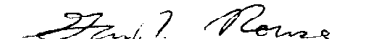
Thence N 84° 19' 00" W a distance of 120.00 feet to a point;

Thence along the centerline of said Gleneagles Blvd., which is the arc of a circle curving to the right having a central angle of 23° 54' 02", a radius of 860.00 feet, a tangent of 182.02 feet, a chord of 356.15 feet, a chord bearing N 11° 46' 01" W, and an arc length of 358.74 feet to a point of tangency;

Thence continuing along the centerline of said Gleneagles Blvd., N 00° 11' 00" E a distance of 260.49 feet to a point found on the southerly line of said Raber Road.

Thence S 89° 49' 00" E along the southerly line of said Raber Road a distance of 65.00 feet to a point which is the True Place of Beginning and containing 1.5179 Acres of Land, more or less, as surveyed in July, 1992 by Gary R. Rouse, Registered Surveyor, with GBC Engineers and Architects, Inc., but subject to all legal highways and any restrictions, resolutions, or easements of record.



  
Gary R. Rouse - Reg. #6867

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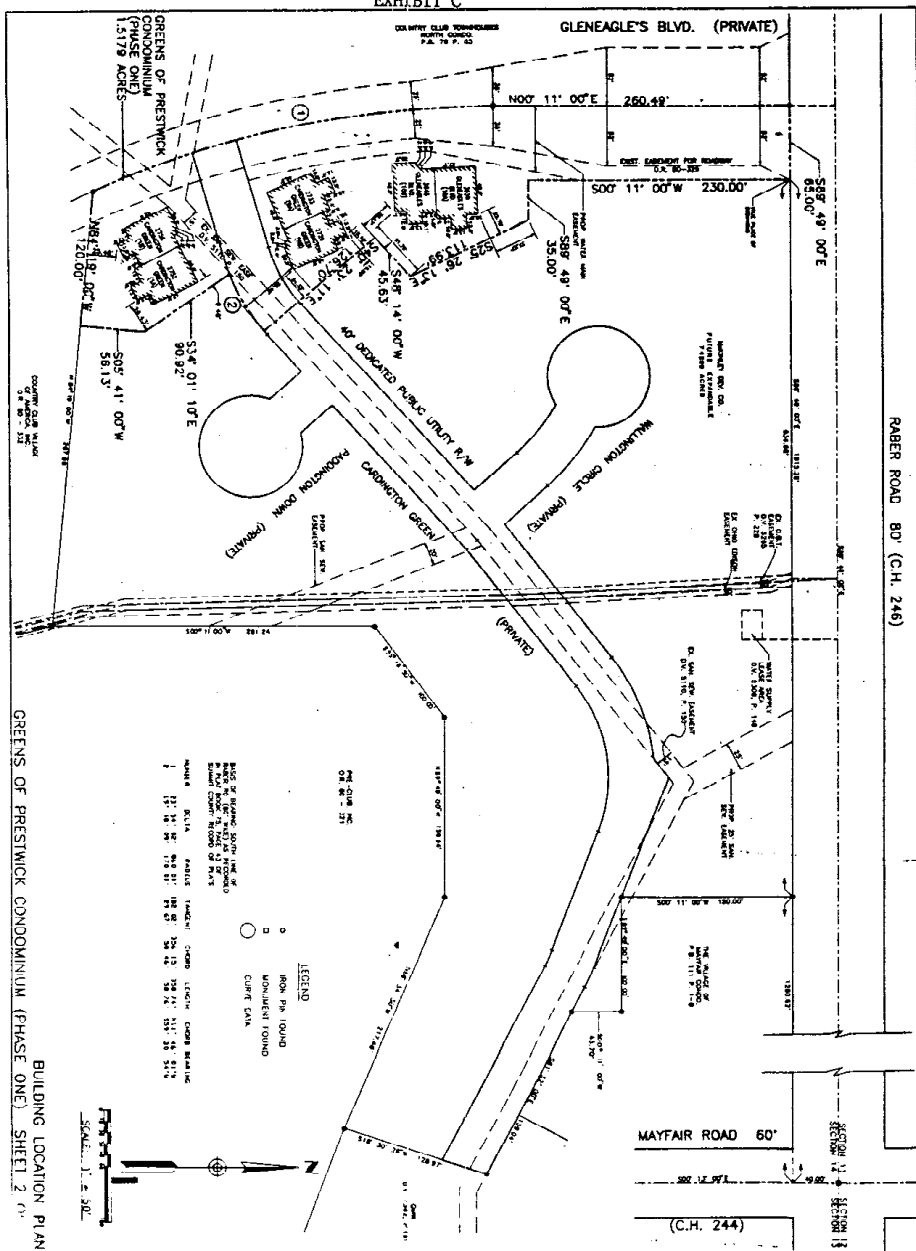
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EXHIBIT B

Unit 1A	2752 Cardington Green
Unit 1B	2756 Cardington Green
Unit 9A	2733 Cardington Green
Unit 9B	2729 Cardington Green
Unit 10A	3639 Gleneagles Blvd.
Unit 10B	3645 Gleneagles Blvd.

All of the above units will be a story and a half unit. Unit 1A contains 1719 square feet of finished living area. Units 1B, 9A, 9B, 10A and 10B contain 1697 square feet of finished living area. Each unit includes a kitchen, dining room, living room, bedroom, full bath, large closet with hookups for a washer and dryer with family room or screened in porch on the first floor and a full bath, bedroom and loft on the second floor. The units have approximately 555 square feet of basement and 520 square feet of crawl space and limited common area, a two car garage with direct access to the unit as built according to the floor plans incorporated in the drawings.

EXHIBIT C



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# GBC

Engineers and Architects, Inc.  
245 S. Frank Blvd., Akron, Ohio 44313-7297  
216-836-0228 Fax 216-836-5782

July 24, 1992

## LEGAL DESCRIPTION

Greens of Prestwick Condominiums  
Phase (One) Future Expandable

Situated in the City of Green, County of Summit, State of Ohio and known as being part of the Northeast Quarter of Section 14 of Original Green Township and more fully described as follows:

Beginning at the centerline intersection of Raber Road, C.H. 246, (80' wide) and Mayfair Road, C.H. 244 (60' wide), said point being the Northeast corner of Section 14;

Thence S 00° 13' 00" E along the centerline of said Mayfair Road and Easterly line of Section 14 a distance of 40.00 feet to a point;

Thence N 89° 49' 00" W along the southerly line of said Raber Road a distance of 1280.62 feet to a point which is the True Place of Beginning for the parcel of land herein described;

Thence S 00° 11' 00" W a distance of 150.00 feet to a point;

Thence S 89° 49' 00" E a distance of 100.00 feet to a point;

Thence S 00° 11' 00" W a distance of 43.70 feet to a point;

Thence S 61° 52' 00" E a distance of 159.04 feet to a point;

Thence S 18° 30' 26" W a distance of 128.97 feet to a point;

Thence N 66° 34' 30" W a distance of 217.46 feet to a point;

Thence N 89° 49' 00" W a distance of 159.94 feet to a point;

Thence S 53° 18' 50" W a distance of 100.00 feet to a point;

Thence S 00° 11' 00" W a distance of 281.24 feet to a point;

Thence N 84° 19' 00" W a distance of 267.89 feet to a point;

Thence N 05° 41' 00" E a distance of 56.13 feet to a point;

Thence N 34° 01' 09" W a distance of 90.92 feet to a point;

Thence along the arc of a circle curving to the left having a central angle of 19° 48' 09", a radius of 170.00 feet, a tangent of 29.67 feet, a chord of 58.46 feet, a chord bearing of N 59° 30' 54" E, and an arc length of 58.76 feet to a point;

Thence N 40° 23' 11" W a distance of 126.70 feet to a point;

Thence N 48° 14' 00" E a distance of 45.63 feet to a point;

Thence N 25° 26' 13" W a distance of 113.99 feet to a point;

Thence N 89° 49' 00" W a distance of 35.00 feet to a point;

Thence N 00° 11' 00" E a distance of 230.00 feet to a point on the southerly line of said Raber Road;

Thence S 89° 49' 00" E along the southerly line of said Raber Road a distance of 634.66 feet to a point which is the True Place of Beginning and containing 7.4289 Acres of Land, more or less, as surveyed in July, 1992 by Gary R. Rouse, Registered Surveyor, with GBC Engineers and Architects, Inc., but subject to all legal highways and any restrictions, reservations or easements of record.



*Gary R. Rouse*  
Gary R. Rouse - Reg. #6867

Exhibit D

# Giffels, Bergstrom & Fricker, Inc.

## ENGINEERS AND ARCHITECTS

245 Frank Blvd. • Akron, Ohio 44313  
216-836-0228 • FAX 216-836-5782

July 14, 1992

### LEGAL DESCRIPTION

#### GMW - Boundary

Situated in the City of Green, County of Summit, State of Ohio and known as being part of the Northeast Quarter of Section 14 of Original Green Township and more fully described as follows:

Beginning at the centerline intersection of Raber Road, C.H. 246 (80' wide) and Mayfair Road, C.H. 244 (60' wide), said point being the Northeast corner of Section 14;

Thence S 00° 13' 00" E along the centerline of said Mayfair Road and the easterly line of Section 14, a distance of 443.78 feet to a point which is the True Place of Beginning for the parcel of land herein described;

Thence continuing S 00° 13' 00" E, along the centerline of said Mayfair Road a distance of 204.60 feet to a point;

Thence S 89° 47' 00" W (passing over an iron pin found at 30.00 feet on the westerly line of said Mayfair Road) a distance of 269.38 feet to an iron pin;

Thence N 76° 33' 20" W a distance of 642.80 feet to an iron pin;

Thence N 69° 01' 10" W a distance of 203.14 feet to an iron pin;

Thence N 18° 30' 26" E a distance of 128.97 feet to an iron pin;

Thence N 61° 52' 00" W a distance of 60.00 feet to an iron pin set;

Thence N 28° 08' 00" E a distance of 68.06 feet to an iron pin;

Thence S 89° 49' 00" E a distance of 85.61 feet to an iron pin;

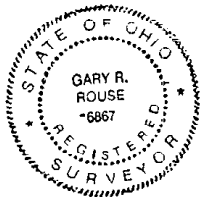
Thence S 00° 11' 00" W a distance of 122.47 feet to an iron pin set;

Thence S 89° 49' 00" E a distance of 174.02 feet to an iron pin;

Thence S 76° 18' 36" E a distance of 257.15 feet to an iron pin;

Thence S 82° 22' 30" E a distance of 330.65 feet to an iron pin;

Thence N 89° 47' 00" E (passing over an iron pin at 196.52 feet on the westerly line of said Mayfair Road) a distance of 226.52 feet to a point which is the True Place of Beginning and containing 4.7023 Acres of land, more or less, as surveyed in July, 1992, by Gary R. Rouse, Registered Surveyor, with Giffels, Bergstrom & Fricker, Inc., but subject to all legal highways and any restrictions, reservations or easements of record.



Gary R. Rouse  
Gary R. Rouse - Reg. No. 6867

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Exhibit D

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**Giffels, Bergstrom & Fricker, Inc.****ENGINEERS AND ARCHITECTS**245 Frank Blvd. • Akron, Ohio 44313  
216-836-0228 • FAX 216-836-5782

July 14, 1992

**LEGAL DESCRIPTION****CSL Savings Bank - Boundary**

Situated in the City of Green, County of Summit, State of Ohio and known as being part of the Northeast Quarter of Section 14 of Original Green Township and more fully described as follows:

Beginning at the centerline intersection of Raber Road, C.H. 246 (80' wide) and Mayfair Road, C.H. 244 (60' wide), said point being the Northeast corner of Section 14;

Thence S 00° 13' 00" E along the centerline of said Mayfair Road and the easterly line of Section 14, a distance of 40.00 feet to a point which is the True Place of Beginning for the parcel of land herein described;

Thence continuing S 00° 13' 00" E along the centerline of Mayfair Road and the easterly line of Section 14 a distance of 403.78 feet to a point;

Thence S 89° 47' 00" W (passing over an iron pin at 30.00 feet on the westerly line of said Mayfair Road) a distance of 226.52 feet to a point;

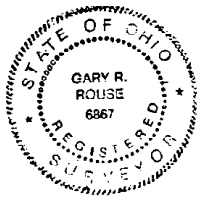
Thence N 82° 22' 30" W a distance of 330.65 feet to an iron pin;

Thence N 76° 18' 36" W a distance of 257.15 feet to an iron pin set;

Thence N 89° 49' 00" W a distance of 174.02 feet to an iron pin;

Thence N 00° 11' 00" E a distance of 302.47 feet to an iron pin on the southerly line of said Raber Road;

Thence S 89° 49' 00" E (passing over an iron pin set at 945.61 feet at the right/of/way intersection of said Raber Road and said Mayfair Road) a distance of 975.62 feet to a point on the centerline of said Mayfair Road which is the True Place of Beginning and containing 8.0975 Acres of land, more or less, as surveyed in July, 1992 by Gary R. Rouse, Registered Surveyor, with Giffels, Bergstrom & Fricker, Inc., but subject to all legal highways and any restrictions, reservations or easements of record.



*Gary R. Rouse*  
Gary R. Rouse - Reg. No. 6867

Thomas E. Giffels, P.E. • Lance C. Bergstrom, P.E. • Fred E. Fricker, A.I.A. • Sy Cymerman, A.I.A.

## EXHIBIT E

UNIT NUMBER	DESIGNATION	PERCENTAGE INTEREST IN COMMON AREA
Unit 1A	2752 Cardington Green	16.66%
Unit 1B	2756 Cardington Green	16.66%
Unit 9A	2733 Cardington Green	16.66%
Unit 9B	2729 Cardington Green	16.66%
Unit 10A	3639 Gleneagles Blvd.	16.66%
Unit 10B	3645 Gleneagles Blvd.	16.66%

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EXHIBIT F

1. Easement for pole lines from Country Club Village, Inc. to Ohio Edison Company, dated July 7, 1970, and recorded at Volume 5036, Page 265 of the Summit County, Ohio Records.
2. Easement for pole lines from Country Club Villages of America, Inc. to Ohio Bell Telephone Company, dated April 27, 1972, and recorded at Volume 5265, Page 229 of the Summit County, Ohio Records.
3. Lease of site of water supply pressure tank and easement for water line system from Country Club Villages of America to Village Water Company, dated June 16, 1972, and recorded at Volume 5309, Page 146 of the Summit County, Ohio Records.
4. Right of way for pipe lines from Country Club Villages of America, Inc. to the East Ohio Gas Company, dated August 23, 1972, and recorded in Volume 5341, Page 635 of the Summit County, Ohio Records.
5. Easement for sanitary sewers from Country Club Villages of America, Inc. to the Board of County Commissioners of Summit County, Ohio, dated January 28, 1971, and recorded at Volume 5110, Page 150 of the Summit County, Ohio Records.
6. Easement for pole lines from Country Club Villages of America, Inc. to Ohio Edison Company, dated March 10, 1972, and recorded at Volume 5258, Page 187 of the Summit County Records.
7. Easement for roadway purposes from Kettering Properties, Limited, an Ohio limited partnership, to Pre-Club, Inc., dated July 13, 1988, and recorded at Official Record Volume 80, Page 321 of the Stark County, Ohio Records.
8. Unrecorded Dedication of 40' Public Utility Right, dated March 2, 1992.