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Amendment to Decl. of Condo
Ownership

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19923

DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
CONCORD VILLAGE CONDOMINIUM

A true and accurate copy of the within
Declaration of Condominium Ownership,
together with the drawings and Bylaws
attached as exhibits, received by the
Auditor of Stark County, Ohio, this
23rd day of SEPTEMBER, 1981

WILLIAM B. BOWMAN
Auditor of Stark County, Ohio

By Robert P. Madson II
DEPUTY

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EXHIBITS

- A. Bylaws of Concord Village Condominium Owners' Association
- B. Legal Description of Parcel 1
- C. Legal Description of Parcel 2
- D. Information Concerning the Units
- E. Certified Drawings
- F. Drawing of Parcels 1 and 2

DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
CONCORD VILLAGE CONDOMINIUM

ARTICLE I

Introductory

1.00 RECITALS. Concord Homes Corp., an Ohio corporation ("Declarant"), is the owner in fee simple of Parcel 1, described in Exhibit B, attached, and made a part of this Declaration.

Declarant desires and intends to submit the real property designated as Parcel 1, as well as any and all buildings, structures, improvements, and other permanent fixtures situated thereon, and all privileges belonging or pertaining thereto, including but not limited to all easements now or hereafter benefiting Parcel 1 ("the Condominium Property"), to condominium ownership under the provisions of Chapter 5311 of the Ohio Revised Code.

Declarant is also the owner in fee simple of Parcel 2 described in Exhibit C, attached and made a part of this Declaration, and may desire for some or all of Parcel 2 together with any and all buildings, structures, improvements, and other permanent fixtures that may be constructed thereon and any and all privileges belonging or pertaining thereto, including but not limited to any and all easements now or hereafter benefiting Parcel 2, to be submitted to condominium ownership under the provisions of Chapter 5311 of the Ohio Revised Code, in which event the term "Condominium Property" shall include all such property so submitted.

Declarant desires and intends that it, its mortgagee, and other persons hereafter acquiring any interest in the Condominium Property shall at all times enjoy the benefits of, and shall hold their interests therein subject to the rights, reservations, easements, privileges, and restrictions set forth below in this Declaration and in the exhibits attached, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of the Condominium, and are established for the purpose of enhancing the value, desirability, and attractiveness of the Condominium.

THEREFORE, Declarant hereby makes the following Declaration as to the divisions, covenants, restrictions, limitations, conditions, and uses to which the Condominium Property may be put, hereby specifying that the provisions in this Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners of all or any part of the Condominium Property, together with their respective grantees, lessees, heirs, executors, administrators, devisees, mortgagees, successors, or assigns.

1.10 DEFINITIONS. The terms used in this document and the exhibits shall have the following meanings unless the context otherwise requires:

(a) "Additional property" means the real property designated as Parcel 2 and described in Exhibit C, attached, including any and all buildings, structures, improvements, and other permanent fixtures that may be constructed thereon and any and all privileges belonging or pertaining thereto, including but not limited to any and all easements now or hereafter benefiting said Parcels; and shall also mean other improvements described below which may in the future be added to the Condominium Property.

(b) "Approved mortgagee" means any of the following persons which holds a valid recorded mortgage on a Unit or Units and has given written notice to the Association stating the holder's name, address, and Unit or Units subject to its mortgage: (i) a commercial bank, an insurance company, and a savings and loan association; (ii) a vendor which holds such mortgage for the purpose of securing all or a portion of the purchase price of such Unit or interest therein, and (iii) any other person specifically approved by the Board of Managers prior to the grant of such mortgage to such other person, as provided in the Bylaws.

(c) "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of the State of Ohio, incorporating C. V. C. Owners' Association as a not-for-profit corporation under the laws of the State of Ohio, as the same may lawfully be amended from time to time.

(d) "Association" and "C. V. C. Owners' Association" mean the not-for-profit corporation created by the filing of the Articles and is also the association created for the Condominium pursuant to the provisions of the condominium act.

(e) "Board" and "Board of Managers" mean that group of persons who serve on the Board of Managers for the Association and the Condominium pursuant to the provisions of the condominium act; this group also constitutes the Board of Trustees of the Association under the laws of the State of Ohio for not-for-profit corporations.

(f) "Board member" means that person serving, at the time pertinent, in the capacity of a member of the Board of Managers of the Association; such person also constitutes a Trustee of the Board of Trustees of the Association under the laws of the State of Ohio for not-for-profit corporations.

(g) "Bylaws" means the Bylaws of the Association, as the same may lawfully be amended from time to time, created under and pursuant to the provisions of the condominium act; they also serve as the Code of Regulations for the Association under

the laws of the State of Ohio for not-for-profit corporations. A true copy of the Bylaws is attached as Exhibit A.

(h) "Common Areas and Facilities" means all of the Condominium Property, except that portion thereof described in this Declaration as constituting a Unit or Units; the term refers to the part of the Condominium Property described in Section 2.10, below, and includes "Limited Common Areas and Facilities," except where otherwise specifically provided herein.

(i) "Condominium" and "Concord Village Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the condominium act.

(j) "Condominium act" means the statutory law of the State of Ohio regulating the creation and operation of condominiums, which is presently Chapter 5311 of the Ohio Revised Code.

(k) "Condominium instruments" means this Declaration, the Bylaws attached, the attached drawings, and all other documents, contracts, and instruments defined as condominium instruments by the condominium act.

(l) "Condominium organizational documents" means the Articles, the Bylaws, the drawings, and this Declaration, as the same may lawfully be amended from time to time.

(m) "Condominium Property" means the real property designated as Parcel 1 and described in Exhibit B, attached, and being submitted to the condominium act, as well as any and all buildings, structures, improvements, and other permanent fixtures situated thereon, and all privileges belonging or pertaining thereto, including but not limited to all easements now or hereafter benefiting said parcel; and in the future, if the Condominium is expanded, shall include any part or all of the additional property which is submitted to the provisions of the condominium act.

(n) "Declarant" means Concord Builders Corp., an Ohio corporation, and its successors and assigns, provided that the rights specifically reserved to Declarant under the condominium organizational documents shall accrue only to such successors and assigns as are specifically designated in writing by the present Declarant as successors and assigns of such rights.

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

(p) "Drawings" means the drawings for the Condominium, as described in the condominium act, filed with the submission of this Declaration for recording, and attached as Exhibit E, as the same may lawfully be amended from time to time.

(q) "Limited Common Areas and Facilities" means those Common Areas and Facilities 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 residents of that Unit or Units in this Declaration; the term refers to that portion of the Condominium Property described in Section 2.12, below.

(r) "Manager" means a Board member, as defined above.

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

(t) "Qualified real estate appraiser" means a real estate appraiser who is a member of the American Institute of Real Estate Appraisers or successor organization.

(u) "Resident" means a person lawfully residing in a Unit, regardless of whether that person is a Unit owner.

(v) "Rules and Regulations" means the administrative rules adopted by the Board from time to time governing the operation and use of the Condominium Property and any portion thereof.

(w) "Unit" means that portion of the Condominium Property described as a Unit in this Declaration, particularly in Section 2.00, below.

(x) "Unit owner" and "owner of a Unit" mean that person or persons who own a fee simple interest in a Unit or Units or who are purchasing a Unit pursuant to land contract(s) with Declarant (in which case Declarant shall not be considered as the owner of such Unit[s] while they remain subject to such land contract[s]); each of whom is also a "member" of the Association, as defined under the laws of the State of Ohio for not-for-profit corporations; provided, however, that a reference to a person owning or holding, or the owner or holder of, a fee simple interest in or fee simple title to, a Unit shall, with respect to such Unit, mean Declarant when Declarant is the seller under a land contract of such Unit.

ARTICLE II

Establishment of Condominium Ownership
And Division of Condominium Property

In order to establish a plan of condominium ownership for the Condominium Property, Declarant hereby submits the Condominium Property, described above and in Exhibit B, to the provisions of Chapter 5311 of the Ohio Revised Code. The Condominium shall be known as Concord Village Condominium. There are four two-story

buildings ("Buildings C, D, G, and H" or the "buildings") on the Condominium Property and one-story garage structures. The two-story buildings contain a full basement and are constructed principally of brick, wood, glass, concrete, dry wall, plywood, aluminum siding, asphalt shingles, and cement block; each is exclusively residential. Building C is attached to Building D, and Building H is attached to Building G by reason of a room extending to Buildings D and G, respectively, at the second-story level; an open passageway separates these attached buildings at ground level. Buildings C, D, and H each contain four separate residential Units; and Building G contains five separate residential Units. These 17 Units are hereby divided into 17 separately designated and legally described freehold estates, hereinafter described and referred to as "Units".

Information about the Units, including proper Unit designations, is shown on Exhibit D, attached and incorporated herein. The locations, together with the particulars of the buildings, and the layout, location, designation, dimensions, area, number of rooms and garage area(s) of the Units and the Common Areas and Facilities are shown graphically on the set of attached drawings, marked in a series as Exhibit E and made a part of this Declaration. The separate drawings comprising said set are referred to in this Declaration by the exhibit page designations thereon. These drawings may be amended pursuant to the provisions of Article XV, below, when and if all or any part of the additional property is added to the Condominium Property.

2.00 UNITS. Each of the Units declared and established above as a freehold estate shall consist of all the space bounded by the topside of the undecorated surface of the first floor(s) of the Unit, the undecorated interior surface of the perimeter walls, and the underside of the undecorated surface of the ceiling of the top floor(s) of the Unit, with all of the above projected, if necessary by reason of structural divisions (such as interior walls, interior floors, interior ceilings, and other partitions), as may be necessary to form complete enclosures of space with respect to each such Unit, with the dimensions, layouts, and descriptions of each such Unit being shown on the drawings in Exhibit E, attached, and including, without limitation:

(a) All plaster, paneling, tiles, wallpaper, paint, lacquer, varnish, carpeting, finished flooring, and any other materials constituting any part of the finish of and on the interior surfaces of said boundaries of the Unit; but excepting all other portions of such perimeter walls, floors, and ceilings, as well as all load-bearing and structural portions of all interior walls, of interior floors, of interior ceilings, and of other interior partitions, all of which shall be a part of the Common Areas and Facilities;

(b) Except as provided immediately above and in Section 2.12, below, all spaces (whether open, occupied by an object, or within an object), interior partitions, and other fixtures, appliances, equipment, systems, and improvements within

the boundaries of a Unit, including without limitation all cabinets, built-in appliances, utility and service lines, mechanical, electrical, plumbing, and all other equipment and systems installed for the sole and exclusive use of the Unit and lying within the boundaries of the Unit; but excepting any equipment, systems, fixtures, or any portion thereof within the boundaries of the Unit serving more than one Unit or a portion of the Common Areas and Facilities, which shall be a part of the Common Areas and Facilities;

(c) All heating and air cooling systems and equipment installed for the sole and exclusive use of the Unit and located within or outside the boundaries of the Unit; and

(d) 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, but excluding any vent covers, grills, plate covers, and other coverings of space which have not heretofore been defined as a part of the Unit.

2.10 COMMON AREAS AND FACILITIES.

2.11 Description of Common Areas and Facilities. The entire balance of the land and improvements thereon, and rights appurtenant thereto, including but not limited to all easements now or hereafter benefiting such land, buildings, foundations, roofs, roof truss space, main and supporting walls, columns, girders, beams, storage spaces not included in Units, parking areas, driveways, trees, lawns, fences, gardens, pavement, and sidewalks, now or hereafter situated on the Condominium Property, are hereby declared and established as the Common Areas and Facilities.

2.12 Limited Common Areas and Facilities. Included in the Common Areas and Facilities, but restricted to the use of the owner(s) of the Unit(s) to which such areas and facilities are adjacent and appurtenant are all chimneys and all porches, stoops, exterior doors, outdoor steps, patios, decks, courtyards and planting areas, if any; any areas and facilities designated on the drawings attached hereto in Exhibit E as Limited Common Areas and Facilities, and as being solely for the use of one or more Units to the exclusion of the other Units, including individual garage spaces; and all parking spaces designated as being solely for the use of one or more Units to the exclusion of the other Units pursuant to Rules and Regulations adopted by the Board of Managers from time to time. All electrical fixtures, utility pipes and lines, wires, conduits, ducts, faucets, shower heads, plugs, connections, or fixtures as defined by the laws of the State of Ohio and all replacements thereof which are a part of the Common Areas and Facilities but which are entirely for the benefit of or to serve one Unit shall be Limited Common Areas and Facilities reserved for the exclusive use of the Unit which they serve.

If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture (other than the heating and air cooling systems) lies partially inside and partially outside the boundaries of a Unit, any portion thereof serving only that Unit is part of the Limited Common Areas and Facilities allocated solely and exclusively to that Unit, and any portion thereof serving more than one Unit or serving a part of the Common Areas and Facilities is a part of the Common Areas and Facilities but not a part of the Limited Common Areas and Facilities.

Any shutters, awnings, window boxes, all exterior doors and windows (including glass or other transparent or translucent material therein and all screening therefor, sliding glass doors, window sashes, window and door frames and jambs, door seals, and all related hardware), all material such as lath, furring, wall-board, or plasterboard which forms the surface bounding a Unit, and all fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Areas and Facilities allocated exclusively to that Unit.

2.13 Ownership and Use of Common Areas and Facilities.

Each owner of a Unit shall own an undivided interest in the Common Areas and Facilities as a tenant in common with all other such owners and, except as otherwise limited in this Declaration, in the Bylaws, and in the Rules and Regulations, shall have the right to use the Common Areas and Facilities for all purposes incident to the use and occupancy of his Unit as a place of residence. Each owner of a Unit shall have the right to all other incident uses permitted by this Declaration, the Bylaws, and the Rules and Regulations, including the nonexclusive easement (together with other Unit owners) for the use and enjoyment of the Common Areas and Facilities and for ingress and egress to and from the respective Units, which rights shall be appurtenant to and shall run with his Unit.

The extent of such appurtenant ownership interest in the Common Areas and Facilities, as well as the fractional interest in the Association appertaining to each Unit for the division of common surplus and expenses as described in Section 6.10 of Article VI of this Declaration, below, is hereby deemed to be, and expressed by, the following fractional amounts, each of which is based on the proportion that the floor area of the Unit (as initially determined by Declarant, measured in square feet, and rounded to the nearest multiple of the number "25") bears to the total of the floor areas of all of the Units (as initially determined by Declarant in the manner just described):

Unit No. (Bldg. CD)	Undivided Interest in Common Areas and Facil- ities and in Common Surplus and Expenses	Unit No. (Bldg. GH)	Undivided Interest in Common Areas and Facil- ities and in Common Surplus and Expenses
1846	64/1079	1830	64/1079
1848	65/1079	1832	65/1079
1850	65/1079	1834	65/1079
1852	59/1079	1836	60/1079
1854	61/1079	1838	60/1079
1856	65/1079	1840	65/1079
1858	65/1079	1842	65/1079
1860	65/1079	1844	66/1079
1862	60/1079		

These fractional amounts shall remain constant and shall not be changed except by an amendment pursuant to Articles XI or XV of this Declaration or by an amendment to this Declaration unanimously approved by all Unit owners affected by such change.

2.20 NO SEVERANCE OF OWNERSHIP. No Unit owner shall execute any deed, mortgage, lease, or other instrument affecting title to his Unit ownership without including therein both his interest in the Unit and his corresponding undivided interest in the Common Areas and Facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease, or other instrument purporting to affect the one without also including the other shall be deemed and taken to include the interest so omitted, although the latter is not expressly mentioned or described therein. For purposes of conveyance of title to a purchaser of a Unit, description by Unit number and reference to this Declaration and to the drawings shall be adequate to convey the fee simple title thereto together with the fractional interest in and to the Common Areas and Facilities.

2.30 GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS. The easements and grants provided herein shall in no way affect any other previously recorded grant or easement.

2.31 Easements Benefiting the Condominium Property.

(a) **Easement for Driveway Purposes.** Declarant, as owner in fee simple of the real estate described as Parcel 2, herein, hereby declares, establishes, reserves, and grants to the Association and to all present and future owners of Units on Parcel 1 the nonexclusive easement to use, maintain, and repair that portion of the east-west driveway extending from Beechwood Drive in, over, through, and across the strip of land forming the southernmost portion of Parcel 2 and serving as the northernmost part of said driveway, which said driveway is also partially located on the northernmost portion of Parcel 1 and is depicted in the drawing attached as Exhibits E-1 and F, together with the right at all times to enter upon Parcel 2 for the inspection, maintenance,

repair and renewal of said driveway and for the doing of all things necessary to maintain said driveway in a proper condition, provided that the Association and the Unit owners shall restore the premises as nearly as possible to its condition prior to entry by the Association, its agents, representatives, or employees, or Unit owners. Declarant reserves for itself, its successors and assigns, for the maximum period permitted by law, the same easement and easement rights and the right at all times to grant the same easement and the same and similar rights related to the driveway to other parties, including those now or hereafter having any interest in the real estate described as Parcel 2 herein.

(b) Easements for Water and Gas Services. Declarant, as owner in fee simple of the real estate described as Parcel 2, herein, hereby declares, establishes, reserves, and grants to the Association and to all present and future owners of Units on Parcel 1 nonexclusive easements for maintaining, operating, repairing, and using the water line and the gas line, both of which run in a general north-south direction in the eastern half of Parcel 2 in, over, through, and across Parcel 2, together with the right at all times to enter upon Parcel 2 for the inspection, repair, and renewal of said water and gas lines and for the doing of all things necessary to maintain said water and gas lines in a proper condition, provided that the Association and the Unit owners shall restore the premises as nearly as possible to its condition prior to entry by the Association, its agents, representatives, or employees, or Unit owners. Declarant reserves for itself, its successors and assigns, for the maximum period permitted by law, the same easement and easement rights and the right at all times to grant the same easement and the same and similar rights related to the water and gas lines to other parties, including those now or hereafter having any interest in the real estate described as Parcel 2 herein. Declarant further reserves for itself, its successors and assigns, at all times, the right to construct and maintain under, over, and above said water and gas lines such structures as shall be so constructed as not to interfere with, injure, or prevent access to said water and gas lines.

(c) Maintenance Costs. Each of the foregoing reservations of easement in this Section 2.31 of the Declaration and any grant made by Declarant, its successors, or assigns, pursuant to any such reservation of easement shall require any party benefiting therefrom who owns all or any part of Parcel 2 to pay his proportionate share of the cost of maintaining such driveway, water line, and/or gas line in good repair, together with all parties now or hereafter having any interest in Parcel 1.

(d) Easement for Encroachment. Declarant, as owner in fee simple of the real estate described as Parcel 2, herein, hereby declares, establishes, reserves, and grants to the Association and to all present and future owners of Units on Parcel 1 an easement for the maintenance of any encroachment of Building G onto Parcel 2.

2.32 Easements of Enjoyment and Right of Access. Every Unit owner shall have a right and easement of enjoyment in, over, and upon the Common Areas and Facilities and a right of access to and from his 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 of Managers to make reasonable Rules and Regulations concerning the use and management of the Common Areas

and Facilities; provided, however, that the Rules and Regulations shall not prohibit the right of ingress and egress to a Unit (or any part thereof) or to additional parking facilities (or that Unit's additional parking facilities, if additional parking facilities are assigned). Any Unit owner may delegate such right of enjoyment and right of ingress and egress to the members of that Unit owner's family and to residents and tenants.

Without limiting the generality of the foregoing, the Association and owner of each Unit shall have an easement to and through the Common Areas and Facilities and walls, ceilings, and floors of Units for water, sewer, electrical, and all other services and utilities now or hereafter existing therein.

2.33 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 and Facilities 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 and Facilities, 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 and Facilities, 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.

2.34 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.

2.35 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 and the walls, ceilings, and floors thereof, to enable the Association to perform its obligations, rights, and duties pursuant hereto with regard to maintenance, repair, restoration, operation, and/or servicing of any items, things, or areas

of or in the Condominium Property. If any damage, destruction, or disturbance occurs to the Condominium Property as a result of the Association's utilization of such easement, the Condominium Property shall be restored promptly to the condition which existed immediately prior to such utilization.

2.36 Easements for Utilities and Services.

(a) There are hereby created upon, over, and under all of the Condominium Property (including each Unit and all walls, ceilings, and floors within or outside of Unit boundaries) easements to the Association for ingress and egress to, and the installation, replacing, repairing, and maintaining of all utilities, including but not limited to water, sewer, gas, telephone, electricity, master television antennas, and cable television, provided that any portion of the Condominium Property which is damaged or destroyed as a result of the utilization of this easement shall promptly be repaired, restored, or replaced. Pursuant to this easement a utility company performing such functions may construct and maintain the necessary poles and equipment, wires, circuits, and conduits on, above, across, and under the Condominium Property, so long as such poles, equipment, wires, circuits, and conduits do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any utility company furnishing a service request a specific easement by separate recordable document, the Board of Managers shall have the right to grant such easement without conflicting with the terms hereof.

(b) A nonexclusive easement is hereby granted to all police, fire fighters, ambulance operators, mail carriers, garbage and trash removal personnel, persons making deliveries, 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 and Facilities in the performance of their duties.

2.37 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 real estate described as Parcel 2, the right and easement to enter upon the Condominium Property in order to install, maintain, repair, and replace pipes, wires, antennas, cables, towers, conduits, and other lines 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 Parcel 2; the right and easement to extend and tie into main line utility and service lines in the Common Areas and Facilities as permitted by public authorities and any utility company involved and to extend such lines into Parcel 2 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 services; 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 Parcel 2; and the right and easement to attach any new buildings and/or other improvements on, or primarily on, Parcel 2 to any building on Parcel 1. 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 known as Parcel 2, the nonexclusive right to use, maintain, and repair that part of the east-west driveway located on Parcel 1 which extends from Beechwood Drive in common with all parties now or hereafter having any interest in Parcel 1. Said driveway is also depicted in Exhibits E-1 and F, attached.

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 Parcel 2 to pay his proportionate share of the cost of maintaining such driveway in good repair, together with all parties now or hereafter having any interest in Parcel 1.

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

Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees in said instruments as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such instruments.

2.39 Power of Attorney. Each Unit owner, by acceptance of a deed to a Unit, hereby irrevocably appoints Declarant as his attorney-in-fact, to execute, deliver, acknowledge, and record, for and in the name of each Unit owner, such deeds of easement and other instruments as may be necessary or desirable, in the sole discretion of the Board of Managers or its designee, to further

other lines and facilities for the applicable services; 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 Parcel 2; and the right and easement to attach any new buildings and/or other improvements on, or primarily on, Parcel 2 to any building on Parcel 1. 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 known as Parcel 2, the nonexclusive right to use, maintain, and repair that part of the east-west driveway located on Parcel 1 which extends from Beechwood Drive in common with all parties now or hereafter having any interest in Parcel 1. Said driveway is also depicted in Exhibits E-1 and F, attached.

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 Parcel 2 to pay his proportionate share of the cost of maintaining such driveway in good repair, together with all parties now or hereafter having any interest in Parcel 1.

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

Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees in said instruments as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such instruments.

2.39 Power of Attorney. Each Unit owner, by acceptance of a deed to a Unit, hereby irrevocably appoints Declarant as his attorney-in-fact, to execute, deliver, acknowledge, and record, for and in the name of each Unit owner, such deeds of easement and other instruments as may be necessary or desirable, in the sole discretion of the Board of Managers or its designee, to further

establish or effectuate the foregoing easements. This power is for the benefit of each and every Unit owner, the Association, Declarant, and the real estate to which it is applicable, it runs with the land, and it is coupled with an interest.

ARTICLE III

Unit Owners' Association

3.00 MEMBERSHIP. An Ohio corporation, not-for-profit, has been formed, known as "C. V. C. Owners' Association" ("the Association"). Declarant is presently the sole member. Upon acquisition of his interest in a Unit, each future Unit owner shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Unit ownership, at which time the new owner of such Unit shall automatically become a member of the Association. Membership in the Association shall be limited to Unit owners and shall not include persons who hold an interest merely as security for the performance of an obligation. Membership may not be separated from ownership of any Unit.

3.10 BOARD OF MANAGERS AND OFFICERS. The Board of Managers and officers of the Association elected or appointed as provided in the said Bylaws shall exercise the powers, discharge the duties, and be vested with the rights conferred by operation of law, by the Bylaws, and by this Declaration upon the Association, except as otherwise specifically provided. In the event any such power, duty, or right shall be deemed exercisable or dischargeable by, or vested in, an officer or member of the Board of Managers solely in his capacity as an officer or a member of the Board of Managers, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this Declaration and the said Bylaws.

3.20 NO PERSONAL LIABILITY OF MANAGERS AND OFFICERS. Nothing contained in this Declaration, in the Bylaws of the Association, or in any Rules and Regulations enacted pursuant thereto shall: (i) impose or be construed to impose personal liability of any nature upon any member of the Board of Managers or any officer of the Association, as such Board member or officer, including, without limitation, liability for the maintenance, repair, and/or replacement of any Unit or any part of the Common Areas and Facilities, or (ii) give rise to a cause of action against any of them. None of said Board members or officers shall be liable in their capacities as such Board member or officer for damages of any kind other than damages from their own willful misconduct or bad faith.

3.30 SERVICE OF PROCESS. The name of the person to receive service of process for the Association, and that person's residence or place of business, which is in Stark County, Ohio, where the Condominium is situated, is:

John H. Brannen
800 Cleve-Tusc. Building
Canton, Ohio 44702

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.

ARTICLE IV

Covenants and Restrictions as to Use and Occupancy

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

4.00 PURPOSE OF PROPERTY. Except as otherwise provided in this Declaration, no part of the Condominium Property shall be used for other than residential purposes and the common recreational purposes for which the property was designed. Each Unit shall be occupied only by a single family, its employees, and guests. No more than five persons may use and reside in any Unit at any one time, unless the Board of Managers grants express written permission for an exception to such restriction.

4.10 COMMON AREAS AND FACILITIES.

4.11 Uses. The Common Areas and Facilities (except for the Limited Common Areas and Facilities) shall be used in common by Unit owners and residents and their tenants, agents, employees, invitees, and licensees in accordance with the purposes for which the Common Areas and Facilities are intended, and as may be required for the purposes of access, ingress to, egress from, use, occupancy, and enjoyment of Units, subject to the Rules and Regulations which may from time to time be promulgated by the Board.

4.12 Obstruction. There shall be no obstruction of the Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities without the prior consent of the Association, except as expressly provided below.

4.13 Laundry, Rubbish, and Open Fires. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Areas and Facilities, except as may be provided in the Rules and Regulations. The Common Areas and Facilities shall be kept free and clear of rubbish, debris, and other unsightly materials. All trash, garbage, or other rubbish shall be deposited only in accordance with the Rules and Regulations. No open fires shall be permitted on any part of

the Condominium Property other than fires in charcoal grills or other similar cooking devices located in areas designated by the Rules and Regulations.

4.14 Lounging or Storage. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, or chairs on any part of the Common Areas and Facilities except in accordance with the Rules and Regulations. However, baby carriages, bicycles, and other personal property may be stored in such areas as may be designated for the purpose by the Board of Managers of the Association; and the Limited Common Areas and Facilities may be used in any way that is not in violation of the provisions of the Declaration (as if the restrictions in this paragraph were not present), the Bylaws, or the Rules and Regulations.

4.15 Alteration of Common Areas and Facilities. Nothing shall be altered, tampered with, or constructed in or removed from the Common Areas and Facilities except as otherwise provided in this Declaration or except upon the prior written consent of the Association.

4.20 DANGEROUS AND ILLEGAL USES AND WASTE. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities 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 and Facilities which will result in the cancellation of insurance on the buildings or contents thereof, or which would be in violation of any law. No waste will be committed in the Common Areas and Facilities.

4.30 BUILDINGS.

4.31 Exterior Surfaces. Unit owners shall not cause or permit anything to be hung or displayed on the outside or inside of windows or placed upon or affixed to the outside walls or roof of a building, or otherwise displayed outside of a Unit, including but not limited to any sign (other than those described in Section 4.70 of this Article IV and directional signs or signs concerning the use of the Common Areas and Facilities), awning, canopy, shutter, or radio or television antenna, without the prior written consent of the Association.

4.32 Impairment of Structural Integrity. Nothing shall be done in any Unit or in, on, or to the Common Areas and Facilities which would impair the structural integrity of any building or, except as might be authorized in advance by the Association, which would structurally change any building.

4.40 ANIMALS AND PETS. No animals, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Areas and Facilities, except that dogs,

cats, or other household pets may be kept in Units, subject to the Rules and Regulations, on condition that they are not kept, bred, or maintained for any commercial purpose. The Board of Directors shall have the right to levy fines against persons who do not clean up after their pets. Any pet which, in the sole judgment of the Board of Directors, is causing or creating an unreasonable disturbance shall be permanently removed from the Condominium Property upon seven days written notice from the Board of Managers.

4.50 NUISANCES. No unreasonably noxious or offensive activity shall be carried on in any Unit or in the Common Areas and Facilities, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become an unreasonable annoyance or nuisance to the other owners or residents. The Board of Managers, in its sole discretion, shall determine whether this standard has been violated in any particular instance.

4.60 VEHICLES. The Board of Managers may promulgate regulations restricting the parking of automobiles, inoperable vehicles, trucks, commercial vehicles, boats, motorcycles, recreational vehicles, and other motor vehicles on the Common Areas and Facilities, and may enforce such regulations or restrictions by levying fines, having such vehicles towed, or taking such other actions as it, in its sole discretion, deems appropriate.

4.70 USES OTHER THAN RESIDENTIAL. Except as otherwise provided in this Declaration, no industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Condominium Property; provided, however, that: (i) professional and quasi-professional residents may use a Unit as an auxiliary or secondary facility to an office established elsewhere; (ii) a resident maintaining a personal or professional library, keeping personal business or professional records or accounts, or conducting personal business or professional telephone calls or correspondence, in or from a Unit, shall not be deemed to be engaging in a nonresidential use of the Unit and is not in violation of these restrictions; (iii) it shall be permissible for Declarant to maintain, during the period of its sale of Units in Parcel 1 and any sale of any Units which may be constructed in Parcel 2, one or more Units as sales models and office and to conduct sales therefrom; and (iv) one or more Units may be maintained for the use of the Association or its designee in fulfilling its responsibilities.

No "For Sale" or "For Rent" signs or other window displays or advertising shall be maintained or permitted on any part of the Condominium Property. The right is reserved by Declarant or its agent, however, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units; and the right is hereby given the Association or its representatives to place "For Sale" or "For Rent" signs on any Unit or on the Condominium Property, for the purpose of facilitating the disposal of Units by any Unit owner, mortgagee, or the Association.

4.80 RENTAL OF UNITS. The owners of the respective Units or any approved mortgagee, which holds a first mortgage on a Unit and is in possession thereof, shall have the right to lease the same, subject to the covenants and restrictions in this Declaration and subject to the Bylaws and Rules and Regulations. Neither a Unit owner nor any such mortgagee in possession, however, shall lease less than an entire Unit, nor shall any Unit be leased for less than a one-year term. In addition, the respective Units shall not be rented for transient or hotel purposes (which shall be defined as any rental when the occupants of the Units are provided customary hotel services, such as room service for food and beverage, maid service, or the furnishing of laundry and linen and bellboy service). All leases of any Unit shall be in writing; and all such leases shall provide that the lessee is subject to all of the provisions of the Declaration, the Bylaws, and the Rules and Regulations and that any failure by the lessee to comply with any of such provisions shall constitute a default under the lease. A copy of all leases and all renewals thereof shall be filed with the Association prior to the commencement of the tenancy or renewal. Notwithstanding the foregoing, Declarant shall have the absolute right to lease Units owned by it for one-month terms and shall not be obligated to reduce such leases to writing or to file them with the Association.

ARTICLE V

Management, Maintenance, Repair, and Alterations

5.00 RESPONSIBILITIES OF THE ASSOCIATION. Except as otherwise provided herein, the management, maintenance, repair, replacement, alteration, and improvement of the Common Areas and Facilities (but not the Limited Common Areas and Facilities, except as provided below) shall be the responsibility of the Association, including, without limitation, lawns, shrubs, trees, walkways, and buildings which are part of the Common Areas and Facilities, except for shrubs, trees, or other growing things within Limited Common Areas or which a Unit owner has been authorized to plant; provided, however, that the Association shall be responsible for all maintenance, repair, replacement, alteration, and improvement of all portions of all driveways and parking areas in the Condominium Property (whether or not individual parking spaces are ever assigned to the exclusive use of particular Units), and of utility facilities serving more than one Unit, and utility lines which are in the Common Areas and Facilities and are not a part of a Unit.

The Association shall initially fulfill its responsibility hereunder by entering into a management contract with United Realty and Investment Company, an Ohio corporation, which contract shall terminate (unless renewed and extended at that time by a vote of the Unit owners pursuant to the Bylaws) no later than upon the expiration of the one-year period after the owners of Units, which have been sold by Declarant, assume control of the Common Areas

and Facilities and of the Association in accordance with the provisions of the Bylaws; provided, however, that said management contract shall be terminable by either party, without penalty, on 90 days written notice.

A decision by the Board of Managers not to have professional management, or to terminate professional management and assume self-management, shall not be made without the consent of the members of the Association entitled to exercise a majority of the votes eligible to be voted at the time nor without consent of all approved mortgagees having first mortgages on Units.

Except as otherwise provided herein and in the Bylaws, the Association shall assess the cost of maintenance, repair, replacement, alteration, and improvement for which it is responsible against all Units and Unit owners in accordance with the fractional interest of each Unit set forth in Article II, Section 2.13, above.

5.10 RESPONSIBILITIES OF UNIT OWNERS. Each Unit owner, at his own expense (except to the extent that insurance proceeds have been made available for the purpose) shall be responsible for the maintenance, repair, replacement, and any authorized alteration and improvement, of all portions of his Unit (including without limitation all internal and external installations of such Unit such as appliances, heating and air cooling fixtures or installations, and any portion of other service facilities located within the Unit boundaries and serving only his Unit), all windows, screens, and doors, including the frames, sashes, and jambs, and all hardware therefor, all other portions of the Limited Common Areas and Facilities adjacent to and benefiting his Unit (other than driveways, parking areas, and garage entrances) such as courtyards and patios, and any and all shrubs, trees, or other growing things within such Limited Common Areas and Facilities or which he has been authorized to plant. Further, each Unit owner shall:

(a) Perform his responsibilities in such a manner so as not unreasonably to disturb other Unit owners and occupants;

(b) Refrain from painting or otherwise decorating or changing the appearance of any exterior doors or windows or of any portion of the buildings or other improvements not within the walls of the Unit, unless the prior written consent of the Association is obtained;

(c) Refrain from laying, pouring, or installing any concrete, cement, asphalt, blacktop, outdoor tile, patio blocks, or similar items or materials and refrain from doing anything which might interfere with or prevent outside water drainage or might create surface water problems for any other Unit or Unit owner or to any portion of the Common Areas and Facilities, without the prior written consent of the Association;

(d) Promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association or with another Unit owner;

(e) Refrain from making any alterations, removals, or additions or doing anything which would or might jeopardize or impair the safety or soundness of the buildings without first obtaining the written consent of the Association; and

(f) Not impair any easement without first obtaining the written consents of the Association and of the Unit owner or owners for whose benefit such easement exists.

The Board of Managers and its authorized employees and agents shall have the right to enter any Unit or portion thereof for the purpose of any maintenance, repair, or service thereof which the Board of Managers, in its sole discretion (or a person designated by the Board of Managers, in his sole discretion), determines is necessary for the public safety or in order to prevent damage to or destruction of any part of the Common or Limited Common Areas and Facilities or of any other Unit, in accordance with the provisions of the Bylaws. Further, in the event that a Unit owner shall fail to make or perform any maintenance, repair, or replacement, which does not require entry into a Unit and for which the owner is responsible, within ten days after written notice from the Board, the Board of Managers and its authorized employees and agents shall have the right to make or perform the same in any case where the Board, in its sole discretion (or in the sole discretion of a person designated by the Board), determines that such maintenance, repair, or replacement is necessary or desirable; provided, however, that such notice need not be given in any situation governed by Section 5.20, below, or when the Board, in its sole discretion (or in the sole discretion of a person designated by the Board), determines that an emergency or nuisance exists. The cost of all such maintenance, repair, or service, to the extent not paid by insurance proceeds, shall be specially assessed against the owner or owners of such Unit.

5.20 REPAIRS TO CONDOMINIUM PROPERTY NECESSITATED BY UNIT OWNER'S ACTS. Except to the extent that insurance proceeds have been made available to apply to the cost, each Unit owner shall be responsible for the cost of repairing and/or replacing all portions of the Condominium Property which may be damaged or destroyed by reason of his own intentional or negligent act or omission or by the intentional or negligent act or omission of any invitee, licensee, lessee, family member, guest, agent, or employee of such owner. The determination that such repair or replacement has been so caused shall be made by the Board of Managers. Such Unit owner shall make such repairs and/or replacements, or at the Association's option, it shall cause such repairs or replacements to be made (but only when authorized to do so by Section 5.10, above, in the case of repairs or replacements to and for such owner's Unit) and then specially assess the Unit owner and his Unit for the cost thereof. The Association shall have the same lien rights for any such costs not paid to it by said Unit owner as are provided in this Declaration and in the Bylaws for common and special expense payments.

5.30 EFFECT OF CONSTRUCTION DEFECTS, GUARANTEES, OR INSURANCE.

The obligation of the Association and of the Unit owner to repair, maintain, and replace the portions of the Condominium Property for which they are respectively responsible shall not be limited, discharged, or postponed by reason of the fact that: (i) any maintenance, repair, or replacement may be necessary in order to cure any latent or patent defects in material or workmanship in the construction of the Condominium Property; (ii) the Association and/or any Unit owner may be entitled to the benefit of any guarantee of material and workmanship in connection with any construction defects; or (iii) the Association and/or Unit owner may be entitled to benefits under any policies of insurance providing coverage for the loss or damage for which they are respectively responsible.

ARTICLE VI**Assessments**

6.00 GENERAL. All assessments for all authorized functions, duties, and expenses of the Association shall be established and collected in the manner provided herein and in the manner provided in the Bylaws. Each owner or owners of a Unit, by acceptance of a deed to such Unit, are deemed to agree to pay, and to be personally liable (jointly and severally) for, all assessments made against him or them and such Unit.

6.10 DIVISION OF COMMON SURPLUS AND COMMON EXPENSES. The fractional share of the separate owners of the respective Units in the common surplus and the common expenses of the operation of the Condominium Property is based upon the proportion that the floor area of the Unit (as initially determined by Declarant, measured in square feet, and rounded to the nearest multiple of the number "25") bears to the total of the floor areas of all Units (as initially determined by Declarant in the manner just described). Such fractional share of surplus and expenses for a given Unit shall be the same fraction set forth in Article II, Section 2.13, above, for such Unit. No member of the Association shall have any right to assign, hypothecate, pledge, or in any manner transfer his fractional share of surplus or expenses, except as an appurtenance to his Unit.

6.20 DELINQUENCY OR DEFAULT. The payment of any type of assessment or installment thereof due to the Association shall be in default if not paid to the Association on or before the due date thereof. Upon such default the Board at its option, without demand or notice, may: (i) declare the entire unpaid balance of the assessment immediately due and payable, if otherwise payable in installments, and (ii) either impose a late charge of One Dollar (\$1.00) per day against any Unit owner who is in default and who fails to exercise his rights under this Declaration or under the laws of the State of Ohio to contest such assessment, or in the alternative, charge interest at the rate of eight percent per annum on the entire unpaid balance (or on an overdue installment, alone, if the Board has not exercised its option to declare

the entire unpaid balance due and payable) or on the entire outstanding amount of an assessment which is not payable in installments. Said charge or interest shall accrue every day from the date of default until the amount assessed and the late charges or interest are paid in full.

6.30 NONUSE OF FACILITIES. No owner of a Unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Areas and Facilities or by the abandonment of his Unit.

6.40 LIEN OF ASSOCIATION. The Association shall have a charge and continuing lien upon: (i) the owner's estate or interest in his Unit(s) and (ii) his fractional interest in the Common Areas and Facilities, for all or any part of the unpaid balance of the annual (or adjusted annual) assessment, all assessments for capital improvements, all special assessments not paid when due, and all late charges and interest as described above in Section 6.20. At any time after any such assessment or any part thereof remains unpaid for ten or more days after having become due and payable, a certificate of lien subscribed by the President of the Association for:

- (1) all or any part of the unpaid balance of the annual assessment, all assessments for capital improvements, all special assessments remaining due, and all late charges and interest referred to above, and
- (2) all costs and expenses, including reasonable attorneys' fees, to the extent permitted by law, which may be incurred by the Association in enforcing such lien,

may be filed with the Recorder of Stark County, Ohio, pursuant to authorization given by the Board of Managers. Such certificate shall contain a description of the Unit(s), the name or names of the record owner or owners thereof, and the total amount secured thereby. Such lien shall remain valid for a period of five years from the time of filing thereof, unless sooner released or satisfied, in the same manner provided by law for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of the Court in an action brought to discharge such lien as provided below.

To the extent permitted by law, said lien and certificate shall also secure any and all advances for taxes and payments on account of other mortgages, liens, or encumbrances made by the Association to preserve and protect its lien or otherwise to serve the interests of the Condominium and the other Unit owners,

together with interest at the rate of eight percent per annum on all such advances made for such purposes. In addition, each owner or owners of the subject Unit shall be and remain personally liable, jointly and severally, for all amounts secured by such lien.

6.50 PRIORITY OF ASSOCIATION'S LIEN AND FORECLOSURE. The lien provided for in Section 6.40 of this Article VI shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages which have been filed for record.

The lien provided for in Section 6.40 of this Article VI may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association. In any such foreclosure action, the Association shall be entitled to reasonable rental from the owner or owners, jointly and severally, of the Unit affected from the date on which the payment of any assessment or installment thereof became delinquent; and the Association in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become a purchaser at the foreclosure sale.

6.60 DISPUTE AS TO COMMON EXPENSES. After the Association has filed a certificate of lien with respect to the portion of common expenses and other amounts chargeable to an owner and his Unit(s), an owner who believes that the portion of the common expenses assessed against his Unit is not proper may elect to forego institution of a court action pursuant to the condominium act and instead submit the question of the propriety of the portion of common expenses chargeable to his Unit to a panel of three arbitrators, one of whom shall be selected by said Unit owner, one of whom shall be selected by the Board of Managers, and the third of whom shall be selected by the other two arbitrators. Each person chosen to act as such arbitrator shall be an attorney-at-law and/or an accountant with at least a four-year college degree. In that event, the question shall be decided by a majority vote of said panel. Their decision shall be final and binding on such owner and on the Association.

6.70 PURCHASER AT FORECLOSURE SALE SUBJECT TO DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE ASSOCIATION. Any purchaser of a Unit at a foreclosure sale shall automatically become a member of the Association and shall be subject to all of the provisions of this Declaration, the Bylaws, and the Rules and Regulations.

6.80 NONLIABILITY OF FORECLOSURE SALE PURCHASER FOR PAST DUE COMMON EXPENSES. Where the mortgagee of a first mortgage of record or other purchaser of a Unit acquires title to the Unit

as a result of foreclosure of the first mortgage or deed in lieu of foreclosure, such acquirer of title, his successors, and assigns, shall not be solely liable for the share of the common expenses or other assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer and which remains unpaid. The total amount of such unpaid share of common expenses or assessments shall be deemed to be a common expense collectible from all of the Units, including that of such acquirer, his successors, or assigns.

6.90 LIABILITY FOR ASSESSMENTS UPON VOLUNTARY CONVEYANCE.

In a voluntary conveyance of a Unit, other than a deed in lieu of foreclosure, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor and his Unit, for his share of common expenses, and for all other expenses and amounts chargeable to him and his Unit up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Any such grantee or his first mortgagee, however, shall be entitled to a statement from the Board of Managers setting forth the amount of all unpaid assessments (including current assessments) against, and all other charges owed by, the grantor due the Association. Neither such grantee nor such first mortgagee shall be liable for, nor shall the Unit conveyed by subject to a lien for, any unpaid assessments made by the Association against, or other charges owed the Association by, the grantor in excess of the amount set forth in such statement for the period reflected in such statement.

ARTICLE VII

Insurance

7.00 FIRE AND EXTENDED COVERAGE INSURANCE. The Association shall obtain and maintain for the benefit of itself, all persons holding a fee simple interest in a Unit, all Unit owners, and all mortgagees, insurance on all buildings, structures, or other improvements 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 all risks of direct physical loss commonly insured against (including fire and extended coverage perils, debris removal, cost of demolition, vandalism, malicious mischief, and windstorm and water damage) in an amount not less than 100% of the replacement value thereof, exclusive of the cost of foundations, footings, and excavation, with an agreed amount endorsement and with a deductible on any single loss or group of losses within one year in such amounts as shall be found reasonable by the Board of Managers. Such policy shall provide coverage for built-in fixtures and equipment which were originally installed by Declarant or are replacements thereof in an amount not less than 100% of the replace-

ment value thereof (subject to the deductible provisions described above) and contain an Agreed Amount Endorsement, if available, or an Inflation Guard Endorsement.

The policy with such coverage shall provide that no mortgagee shall have any right to apply the proceeds thereof to the reduction of any mortgage debt. Said policy shall also provide that despite any clause that gives the insurer the right to restore damage in lieu of a cash settlement, such right shall not exist in case the Condominium Property is sold or is removed from the provisions of the condominium act pursuant to the provisions of this Declaration.

It shall also provide that the insurer shall have no right to contribution from any insurance which may be purchased by any Unit owner as hereinafter permitted, and that if, at the time of a loss under this policy, there is other insurance in the name of a Unit owner covering the same property covered by the policy, this policy is primary insurance, not contributing with the other insurance, regardless of the general prohibition, set forth below, against a Unit owner having such other insurance which covers the same property. Such policy obtained and maintained by the Association shall also contain either a waiver by the insurer of any increased hazard clause or a provision stating that the coverage will not be affected by the act, omission, or neglect of any person.

Such policy of insurance shall contain provisions requiring the issuance of certificates of coverage, and the issuance of written notice not less than 30 days prior to any expiration or cancellation of such coverage, to each Unit owner and to any approved mortgagee or mortgagees of any Unit.

Said policy of insurance shall contain each of the provisions described above to the extent that any such provision is reasonably available.

All policies purchased and maintained by the Association under this Section 7.00 of Article VII shall provide for the release and waiver by the issuer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against any person holding a fee simple interest in a Unit, any Unit owner, member of his family, his tenant, or other resident of the Condominium Property for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy and shall also provide for the waiver of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

Such insurance maintained by the Association shall be without prejudice to the right of the owner or resident of a Unit to obtain, at his own expense, individual contents or chattel property insurance, provided that each policy of such insurance purchased by a Unit owner shall, where such provision is available, provide

that the insurer waives its right of subrogation as to any claim or claims against every person holding a fee simple interest in a Unit, all other Unit owners and their family members, the Association, and their respective employees, agents, tenants, guests, licensees, and invitees. No Unit owner or resident, however, may at any time purchase individual policies of insurance covering any item which the Association is required to insure, unless he receives written consent from the Board of Managers authorizing his purchase of such insurance; and in particular, any insurance obtained by a Unit owner or resident for permanent improvements and built-in fixtures and equipment within a Unit shall be limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments". If any Unit owner or resident does purchase a policy prohibited by this paragraph, without such consent, he shall be liable to the Association for any damages, expenses, or losses which it may suffer or incur as a result thereof; and the Association shall have the same lien rights provided by Article VI hereof for common expense payments and special assessments with respect to any such damages, expenses, or losses not paid to it by such owner.

If the insurance policy to be purchased and maintained by the Association pursuant to this Section 7.00 of Article VII does not or 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.

All insurance policies under this Section 7.00 and any endorsements thereto, other than policies purchased by Unit owners, shall be held by the Association; and all such policies held by the Association shall provide that all proceeds payable as a result of casualty losses shall be paid to and held by the Association, as trustee, in trust for Declarant, the Association, the Unit owners, and their respective mortgagees. Subject to the provisions in Section 8.30 of Article VIII, below, such proceeds shall be disbursed first for the repair or restoration of the damaged Common Areas and Facilities and Units, and Unit owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Common Areas and

Facilities and Units have been completely repaired or restored, or the Condominium Property is removed from the provisions of the condominium act.

7.10 PUBLIC LIABILITY INSURANCE. The Association shall obtain and maintain comprehensive general liability insurance, including medical payments insurance, to insure itself, the Board of Managers, all persons holding a fee simple interest in any Unit, Unit owners and members of their respective families and other persons residing with them in the Condominium Property, their tenants, and all persons lawfully in possession or control of any part of the Condominium Property, against liability for bodily injury, disease, illness, or death and for injury to or destruction of property occurring upon, in, or about, or arising out of or in connection with the use, ownership, or maintenance of, the Common Areas and Facilities (including Limited Common Areas and Facilities) and including hired automobile, nonowned automobile, and off-premises employee coverage, as well as water damage and legal liability, with cross-liability endorsements to cover liability of all persons holding a fee simple interest in any Unit and all Unit owners as a group to each person holding a fee simple interest in a Unit and each Unit owner. Such insurance shall afford a single combined liability limit of not less than \$1,000,000 covering all claims for personal injury and/or property damage arising out of a single occurrence. Such insurance shall also provide that the insurer waives its right of subrogation as to any claim or claims against any person holding a fee simple interest in a Unit, Unit owners and members of their respective families, the Association, and their respective tenants and further provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premiums) without at least thirty days prior written notice to the Association and approved mortgagees of any Unit. Said policy of insurance shall contain each of the provisions described above to the extent that any such provision is reasonably available.

In the event that such insurance shall not cover the whole or any part of any liability which is attributable to any of the risks enumerated above in this Section, the Association shall satisfy the liability attributable to such risks finally determined by a court of law, arbitrator, or arbitration panel, or (in the event of a settlement) the amount of such liability agreed upon by the claimant(s) and the Association, with the aid of legal counsel, to the extent not covered by such insurance. The amount so paid by the Association shall be deemed an advance which shall be assessed to all Unit owners in the same proportion as their respective interests in the Common Areas and Facilities. Each such assessment shall have the same force and effect, and if not paid may be enforced in the same manner, as provided in this Declaration and the Bylaws for the nonpayment of assessments. Notwithstanding the foregoing, however, if such liability not covered in whole or in part by insurance shall have been incurred due to the intentional or grossly negligent act or omission of one or more Unit owners or

of any invitee, licensee, lessee, family member, guest, employee, or agent of a Unit owner or owners, the Association shall not, unless otherwise legally bound to do so, satisfy the liability or part thereof which is not covered by insurance; and the other Unit owners shall not be obligated to make any contribution, direct or indirect (other than by way of premium payments, subject to the provisions in Section 7.30, below), with respect to such liability. In all events, such liability shall be the responsibility and obligation of the Unit owner(s) referred to in the first clause of the immediately preceding sentence; and if the Association is bound to satisfy such liability, it shall assess such Unit owner(s) and their Units for all amounts so advanced, which assessments shall have the same force and effect and may be enforced in the same manner as other special assessments. The proviso contained in the two immediately preceding sentences shall not be construed as a waiver or relinquishment of any rights to receive the proceeds from the liability insurance provided for in this Section.

Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Units. Each Unit owner shall, at his own expense, obtain public liability insurance for personal injuries or damage arising out of the use and occupancy of or occurring within his Unit.

7.20 OTHER INSURANCE. The Association shall procure liability insurance for members of the Board of Managers and officers of the Association as provided in the Bylaws, and shall also procure any insurance which may be necessary in order to comply with the Ohio Workers' Compensation Act or with any other law. The Association may purchase and carry such other insurance as the Board of Managers, in its sole discretion, may from time to time determine as being in the best interest of the Association and Unit owners, or as an approved mortgagee may reasonably require while it holds a first mortgage on any Unit.

7.30 INSURANCE PREMIUMS. Insurance premiums for the policies referred to in Sections 7.00 through 7.20 of this Article VII (other than policies purchased by Unit owners) and for such other insurance policies as the Board of Managers shall determine from time to time to be desirable, shall be paid by the Association. The cost of these premiums and other incidental expenses incurred by the Association in administering and carrying out the provisions of this Article VII shall be a common expense; provided, however, that a Unit owner or owners shall be liable to the Association, jointly and severally, for any increase in such premiums attributable to the intentional or negligent act or omission of such Unit owner(s), his invitee, licensee, lessee, guest, or member of his family; and the Association shall specially assess such Unit owner(s) and the Unit for any such increase.

7.40 ASSOCIATION'S DETERMINATIONS ARE BINDING. All persons beneficially interested in the insurance coverage obtained, purchased, and maintained by the Association shall be bound by the Association's selection of its insurer(s) and the amount of insurance coverage carried and kept in force by the Association, provided that it does not fall below the minimum standards set forth herein.

7.50 ASSOCIATION TO ACT AS AGENT. All policies of insurance obtained and purchased by the Association shall show the named insured as the Association, individually, as agent for the Unit owners without naming them, and (when applicable) as agent for their respective mortgagees. Such policies shall be for the benefit of the Association, the Unit owners, and (when applicable) their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses will be paid to the person or organization (including a member of the Association) who is designated in writing by the Association, with the proceeds from the insurance against any casualty loss being held for the use of the Association, Unit owners, and their respective mortgagees, as their interests may appear, to be applied and distributed in the manner set out in Article VIII, below.

The Association is hereby constituted and appointed agent for all Unit owners and their respective mortgagees, with authority to negotiate and settle the value and extent of any and all losses covered under any policy of casualty insurance, and the Association is granted full right and authority to execute, in favor of any insurer, a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property; provided, however, that in the case of a claim for property damage in excess of \$10,000 arising under a policy of casualty insurance purchased by the Association, the Association shall be authorized to execute and deliver releases and to settle claims for the Unit owners and for the owners of any other interest in the Condominium Property only when the Association has the consent of all approved mortgagees which hold first mortgages on Units involved in the insurance claim, whose consent shall not unreasonably be withheld.

ARTICLE VIII

Damage or Destruction and Restoration of Buildings

8.00 SUFFICIENT INSURANCE. In the event the improvements forming a part of the Condominium Property or any portion thereof, shall suffer damage or destruction from any cause or peril insured against by the Association, 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, restoration, or reconstruction, then such repair, restoration, or reconstruction shall be undertaken by the Association, and the insurance proceeds shall be applied by the Association in payment

therefor as provided below. If, however, within 45 days after such damage or destruction, or within 20 days after the estimates described in Section 8.20, below, are obtained by the Association, whichever occurs first, the Unit owners shall elect not to repair, restore, or reconstruct the Condominium Property (if they are entitled to do so pursuant to Section 8.30 of this Article VIII) or elect to withdraw the same from the provisions of the condominium act, then such repair, restoration, or reconstruction shall not be undertaken.

8.10 INSUFFICIENT INSURANCE. In the event the improvements forming a part of the Condominium Property, or any portion thereof (including all Units, but exclusive of improvements and benefits therein which were not originally installed by Declarant or are not replacements thereof) shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds shall not be sufficient to pay the cost of repair, restoration, or reconstruction, then: (i) unless the Unit owners shall within 90 days after such damage or destruction elect not to repair, restore, or reconstruct the Condominium Property (if they are entitled to do so pursuant to Section 8.30 of this Article VIII) or elect to withdraw the property from the provisions of the condominium act; or (ii) unless the repair is the obligation of a particular Unit owner under Section 5.20 of Article V hereof (in which case the provisions of said Section 5.20 shall control), such repair, restoration, or reconstruction of the Units so damaged or destroyed and such repair, restoration, or reconstruction of all or any part of the Condominium Property shall be undertaken by the Association at the expense of all the owners of Units in the same proportions in which they shall own the Common Areas and Facilities, all in accordance with the provisions of Section 8.20 of this Article VIII. The Association may advance any Unit owner's share of such cost in excess of available insurance proceeds. Should any Unit owner refuse or fail after reasonable notice to pay his share of such cost, the amount thereof shall be assessed to such owner and his Unit(s); and such assessment shall have the same force and effect and, if not paid, may be enforced in the same manner as provided above and in the Bylaws for the nonpayment of assessments.

8.20 PROCEDURE FOR RECONSTRUCTION OR REPAIR. 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 place 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.

8.30 NONRESTORATION OF DAMAGE OR DESTRUCTION. In the event of damage to or destruction of all or any part of the Common Areas and Facilities, Unit owners, by the affirmative vote of those entitled to exercise not less than 75% of the voting power, with the consent of every owner of a Unit which may have been damaged or destroyed as part of the same occurrence, and with the consent of all approved mortgagees holding first mortgages on Units, may elect not to repair, restore, or reconstruct the property as damaged or destroyed. 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 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 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 days after their appointment, and the three arbitrators shall notify the Association and Declarant in writing not more than 30 days after the selection of the third arbitrator of their determination of the fair market value of the Condominium Property. Declarant shall notify the President of the Association in writing not more than ten 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 said actions as are not prohibited by statute, this Declaration, or the Bylaws. 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 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 60 days after Declarant gives the President of the Association its written decision to buy 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, subject to any applicable statutory provisions, shall be distributed to all Unit owners in proportion to their respective fractional interests in the Common Areas and Facilities.

ARTICLE IX

Rehabilitation and Subsequent Improvements

9.00 REHABILITATION OF EXISTING BUILDINGS, STRUCTURES, AND OTHER IMPROVEMENTS. The Association may, by the affirmative vote of Unit owners entitled to exercise not less than 75% of the voting power and with the consent of all approved mortgagees holding first mortgages on Units (whose consent shall not unreasonably be withheld) determine that the Condominium Property is obsolete in whole or in part, and decide 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 X

Removal from Condominium Ownership

10.00 PROCEDURE FOR REMOVAL. The Unit owners, by the affirmative vote of those entitled to exercise not less than 80% 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.

10.10 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 10.00 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 as provided in Section 10.40, below. 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 Bylaws.

10.20 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 interests as provided in Section 10.40, below; and any liens on the Units shall shift accordingly. While the tenancy in common exists, 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.

10.30 DISTRIBUTION. Following removal of the Condominium Property, and the filing of any certificate(s) which may be required by law, the assets of the Association shall be distributed to Unit owners in proportion to their respective interests as provided in Section 10.40, below. The proceeds of a sale described in Section 10.10, above, and held by the Association as trustee, are not assets of the Association for purposes of this Section.

10.40 INTEREST AFTER REMOVAL. Unless Ohio law shall require that the respective interests of each Unit owner shall be the fractional interest in the Common Areas and Facilities previously owned by such owner, their respective interests referred to in Sections 10.10 through 10.30, inclusive, are as follows:

(a) Except as provided in paragraph (b), below, the respective interests of Unit owners for purposes of this Article, shall be the fair market values of their Units and of their respective undivided interests in the Common Areas and Facilities immediately before the removal, as determined by one or more qualified real estate appraisers selected by the Association. Notice of the determination of the qualified appraiser(s) shall be delivered to the Unit owners and shall become final unless, within 30 days after delivery of notice of the determination, Unit owners having 25% of the voting power of the Association disapprove the determination. If the determination made hereunder is rejected by vote of the Unit owners, the Association shall secure a new appraisal by a qualified appraiser.

(b) If any Unit is destroyed to the extent that an appraisal of the fair market value thereof prior to destruction cannot be made, the interests of all Unit owners shall be their respective fractional interests in the Common Areas and Facilities previously owned by each.

ARTICLE XI

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.

11.00 NOTICE AND PARTICIPATION. If all or any part of any Unit or of the Common Areas and Facilities 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.

11.10 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 fractional interest in the Common Areas and Facilities and in the common surplus and expenses shall automatically be reallocated to the remaining Units in proportion to their respective fractional interests before the taking; and the Association shall promptly prepare, execute, and record 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 and Facility.

11.20 PARTIAL TAKING OF UNIT. Except as provided in Section 11.10, above, if part of the Unit is acquired by eminent domain: (i) Section 2.13 of Article II hereof shall be amended upon acquisition to reallocate the fractional interests in the Common Areas and Facilities and in the common surplus and expenses which the owners of all Units will have immediately after such acquisition, which fraction shall be, with respect to each Unit, in the proportion that the fair market value (as determined by the Association) of each Unit immediately after the acquisition bears to the aggregate of the fair market values of all of the Units (as determined by the Association); and (ii) the voting power previously assigned to each Unit, including the partially acquired Unit, shall remain unchanged.

11.30 TAKING OF COMMON AREAS AND FACILITIES. If part of the Common Areas and Facilities 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 and Facilities among the Unit owners in proportion to their respective fractional interests in the Common Areas and Facilities before the taking, but the portion of the award attributable to the acquisition of a portion of the Limited Common Areas and Facilities shall be divided equally among the owners of the Units which such Limited Common Areas and Facilities benefited at the time of the acquisition.

11.40 AGENCY AND POWER OF ATTORNEY. The Association is hereby constituted and appointed agent for all Unit owners and their mortgagees, with full authority to negotiate and make binding settlements on behalf and in the name of said owners and mortgagees concerning the value and extent of all takings by any agency or entity exercising the power of eminent domain; provided, however, that in case of a claim that a taking in an amount in excess of \$10,000 has occurred with respect to the Condominium Property, the Association shall be authorized to negotiate and 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.

Further, each Unit owner, by acceptance of a deed to a Unit, irrevocably appoints the Association as his attorney-in-fact with full power to execute, acknowledge, and record an amendment to this Declaration to effect the reallocation of the fractional interests in the Common Areas and Facilities and in the common surplus and expenses as provided for in Sections 11.10 and 11.20, above.

ARTICLE XII

Notices to Mortgagees

12.00 PROCEDURE AND SCOPE. Any insurer of or approved mortgagee holding a first mortgage, upon written request to the Association (which request states the name and address of such insurer or approved mortgagee and the Unit designation), shall be entitled to timely written notice by the Association of:

(a) Any proposed amendment of the condominium organizational documents effecting a change in: (i) the boundaries of any Unit, (ii) the undivided interest in the Common Areas and Facilities appertaining to any Unit or the liability for common expenses appertaining to any Unit, or (iii) the purposes to which any Unit or the Common Areas and Facilities are restricted;

(b) Any proposed removal of the Condominium from the condominium act;

(c) Any condemnation or eminent domain proceeding affecting the Condominium Property or any part thereof, of which the Board obtains notice;

- (d) Any significant damage or destruction to the Common Areas and Facilities;
- (e) Any decision by the Association not to restore substantial damage or destruction;
- (f) Any decision by the Association to renew or rehabilitate the Condominium Property;
- (g) Any decision by the Association to construct new capital improvements not replacing existing improvements;
- (h) Any decision by the Association to assume self-management of the Condominium;
- (i) Times and places of Unit owners' meetings;
- (j) Any default under the condominium organizational documents which gives rise to a cause of action against a Unit owner whose Unit is subject to the mortgage of such insurer or approved mortgagee, where the default has not been cured within 60 days.

ARTICLE XIII

Condominium Instrument Requirements

13.00 GENERAL. The condominium act requires that certain information be provided in the condominium instruments. Much of this is provided elsewhere in the condominium organizational 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.

13.10 DEPOSITS. Any deposit or down payment 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 closing of the sale or returned to or otherwise credited to the buyer, or forfeited to Declarant. If such deposit or down payment equals or exceeds \$2,000 and is held for more than 90 days, interest at the rate of four percent per annum for any period exceeding 90 days shall be credited to the buyer at the time of the closing of the sale or upon return or other credit made to the buyer, or added to any forfeiture to 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.

13.20 ASSOCIATION CONTROL. Except in its capacity as a Unit owner of unsold Units and as is otherwise permitted by law, Declarant or its agent will not retain a property interest in any of the Common Areas and Facilities after control of the Condominium is

assumed by the Association. The owners of Units that have been sold by Declarant or its agent will assume control of the Association and the Common Areas and Facilities, as provided in the Bylaws, 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 Bylaws.

13.30 LIMITED WARRANTY. Following are the limited warranties (and limitations thereon) which 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 such buyers is closed.

13.31 Units. Except as provided in Section 13.33 below, 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 defects in material or workmanship, that arise within a period of one year 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.

13.32 Common Areas and Facilities. 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 Property as a whole, occasioned or necessitated by defects in material or workmanship, that arise: (i) with respect to Parcel 1, within a period of two 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 and (ii) with respect to any portion of Parcel 2 that may be added to the Condominium, within a period of two years from the date the deed is filed for record following the sale of the first Unit in such portion to a purchaser in good faith for value.

13.33 Appliances. In the case of ranges, refrigerators, washing machines, clothes dryers, hot water heaters, and other similar appliances, if any, installed and furnished by Declarant as part of the Unit, Declarant assigns to the buyers all express and implied warranties of the manufacturer, and Declarant's warranty with respect to such items is limited to Declarant's warranty that they have been properly installed.

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

13.35 Limitations.

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

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

(c) Implied warranties, if any, are limited to one year from the date on which the Unit is deeded to the buyers, except to the extent, if any, that such limitation is not lawful.

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

(e) Any request for service must be sent in writing to Declarant at 5458 Fulton Drive, N.W., Canton, Ohio 44718, or at such other address as Declarant may designate, from time to time, in writing to the buyers. Declarant or Declarant's designated representative will commence performance of Declarant's obligations under this warranty within 30 days after receipt of a 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.

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

13.37 Arbitration. At the option of the Unit owner, any dispute concerning Declarant's responsibility under this Limited Warranty may be submitted for arbitration to the Stark County Home Builders Association.

13.40 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.

ARTICLE XIV

Amendments

14.00 POWER TO AMEND. Except as hereinafter provided and subject to Articles XV and XVI, below, amendment of this Declaration (or the other condominium organizational documents) shall require: (i) the consent of Unit owners exercising not less than 75% of the voting power of Unit owners, and (ii) the consent of all approved mortgagees holding first mortgages on Units, which consent shall not unreasonably be withheld. Notwithstanding the foregoing:

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

(1) The boundaries of any Unit;

(2) The undivided interest in the Common Areas and Facilities appertaining to a Unit or the liability for common expenses appertaining thereto; except for such amendments made in accordance with Articles XI and XV of this Declaration, in which case the provisions of those Articles shall control;

(3) The number of votes in the Association appertaining to any Unit, except for such amendments made in accordance with Article XI, above, in which case the provisions in that Article shall control; or

(4) The fundamental purposes to which any Unit or the Common Areas and Facilities are restricted.

(b) The consent of Unit owners exercising not less than 75% of the voting power of Unit owners, the consent of all owners of Units which may have been damaged or destroyed as a part of the same occurrence, and the consent of all approved mortgagees holding first mortgages on Units shall be required for any decision not to restore property which has been damaged or destroyed, in accordance with Section 8.30 of this Declaration;

(c) The consent of Unit owners exercising not less than 80% of the voting power of the Association and the consent of all approved mortgagees holding first mortgages on Units shall be required to remove the Condominium from the condominium act, as provided in Article X of this Declaration.

(d) 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 five years from the date of the filing of this 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 Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Federal Housing Administration, the Veterans Administration, or any other such agency or organization; provided that the consent of all approved mortgagees holding first mortgages on Units is obtained; and further provided that if there then is a Unit owner other than Declarant, the Declaration shall not be amended to increase the scope or the period of control by Declarant. None of the other provisions of this Section 14.00 shall be deemed to limit or qualify this right and power reserved by Declarant.

(e) No provision in this Section 14.00 shall be amended without the consent of Unit owners holding that percentage of the total voting power of the Association which such provision established as being necessary to alter or amend the substantive matter with which such provision deals.

14.10 METHOD TO AMEND. An amendment to this Declaration (or the drawings or the Bylaws), adopted with the consents hereinbefore specified and specified in Article XVI, below, in a writing executed with the same formalities as this Declaration by two officers of the Association and containing a certification that the amendment was duly adopted in accordance with the provisions of this Article and Article XVI, below, shall be effective upon the filing of the same with the Auditor and Recorder of Stark County, Ohio.

ARTICLE XV

Expansions

15.00 RESERVATION OF EXPANSION OPTION. Declarant expressly reserves the option to expand the Condominium Property as provided in this Article.

15.01 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, other than as is provided below in connection with a renewal of the option to expand.

15.02 Maximum Extension Time. Declarant's option to expand the Condominium Property shall be exercisable at all times within a period of seven years, commencing on the date this Declaration is filed for record and renewable for an additional seven years as provided by law; provided, however, that Declarant, by written notice to the Association, may elect to waive the option, prior to the time that such option or renewal would otherwise expire. There are no other circumstances that will terminate this option prior to the expiration of the seven-year period or renewal.

15.10 DESCRIPTION OF ADDITIONAL PROPERTY.

15.11 Legal Description of Land. A legal description of the land which, through the exercise of Declarant's option, may be added to the Condominium Property by submission to the condominium act as a part of this Condominium, is attached as Exhibit C, is referred to as Parcel 2, and is included in the definition of "additional property."

15.12 Description of Improvements Constituting Additional Property. Declarant, through the exercise of its option, may add various improvements to Parcel 1 of the Condominium Property (which presently constitutes the whole of the Condominium Property and is described in Exhibit B, attached) and/or to any other parcel referred to above or portion thereof, either before or after such Parcel or portion has been added to the Condominium Property pursuant to this Article. Those improvements are: a children's playground, a recreational area, and/or an office for sales and/or for the administration and operation of the Condominium. Any and all such improvements are included in the definition of "additional property." Declarant is not obligated to add any of the improvements referred to above, either alone or together with any other such improvements which may be added. They may be added at any time during the option period referred to in Section 15.02, above, and in any order. There are no limitations on the locations of any such improvements which may be made, and no structures which may be added as a part of any of these improvements need be compatible with any structures then on the Condominium Property in terms of quality of construction, principal materials used, or architectural style.

Nothing contained herein shall be deemed to limit Declarant's rights to create any other improvements, buildings, or structures on Parcel 2 before any such Parcel or portion thereof is added to the Condominium Property.

15.20 EXPANSIONS ADDING LAND.

15.21 Composition of Portions Added. Neither all nor any portion of Parcel 2 must be added to the Condominium Property, nor, if any part of Parcel 2 is added, shall it be required that any particular portion of Parcel 2 must also be added, provided that any portions added must meet all other requirements set forth in this Article. Except as is expressly provided in this Article, there are no limitations on the portions of the additional property that may be added to the Condominium Property.

15.22 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 any portions of Parcel 2 which may be added, or regulating the order in which such portions are added, except, 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.

15.23 Limitations on Locations of Improvements. There are no established or defined limitations as to the locations 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 governmental bodies and authorities having jurisdiction.

15.24 Maximum Number of Units. The maximum total number of Units that may be created on the additional property, which is Parcel 2, and added to the Condominium Property is 18; provided, however, that the maximum number of Units per acre which may be created on any portion of the land added to the Condominium Property shall be 15, and provided further, 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.

15.25 Nonresidential Uses. No Units nor any part of the land composing the additional property which is not restricted exclusively to residential use may be added to the Condominium Property.

15.26 Compatibility of Structures. All structures (other than those referred to in Section 15.12, above) created on Parcel 2, or any part thereof, will be compatible with structures (other than those referred to in said Section 15.12) then on the Condominium Property in terms of quality of construction. The structures created on any portion of the additional property which is added to the Condominium Property need not be compatible with those then on the Condominium Property in terms of the principal materials incorporated therein or in terms of architectural style.

15.27 Improvements to Additional Property Other than Structures. Declarant shall not be obligated to make any nonstructural improvements or any particular nonstructural improvements on or to any portion of Parcel 2 which may be added to the Condominium Property, nor are there any restrictions or limitations upon the nonstructural improvements which may be made on said Parcel 2.

15.28 Types of Units. Except as provided above in Sections 15.24 and 15.25, there are no limitations on the types of Units which may be created on any part of the additional property which is added to the Condominium Property; and the Units created on any portion of the additional property which is added to the Condominium Property need not be substantially identical to Units then on the Condominium Property.

15.29 Limited Common Areas and Facilities. Declarant reserves the right, with respect to all or any portion of Parcel 2, which may be added to the Condominium Property, to create Limited Common Areas and Facilities therein of approximately the same general, or similar, type, and proportionately the same approximate size and number, as those areas and facilities then designated as such in the Condominium Property, including, without limiting the generality of the foregoing:

- (1) Porches, stoops, doorsteps, patios, courtyards, decks or balconies, garage spaces, shutters, awnings, window boxes, and/or all exterior doors and windows (including glass and other transparent or translucent material therein and all screening therefor, sliding glass doors, window sashes, window and door frames and jambs, door sills, and all related hardware) for the exclusive use and benefit of the Unit owners and residents of the Units served by the same; and
- (2) Parking spaces to be designated as being solely for the use of one or more Units to the exclusion of the other Units pursuant to the Rules and Regulations.

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

15.30 SUPPLEMENTAL DRAWINGS. Attached as Exhibit G is a plot plan showing the location and dimensions of the Condominium Property (Parcel 1) and of Parcel 2. Declarant does not consider any other drawings or plans appropriate at this time to supplement the foregoing provisions of this Article. At such time as Declarant adds all or any portion of Parcel 2 to the Condominium Property, it shall file drawings and plans with respect to the additional property as required by the condominium act.

15.40 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 Declarant and all owners and lessees of any 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 additional property and improvements thereon which are being added as are required by the condominium act.

15.50 EFFECTS OF EXPANSION. Upon the filing for record of an amendment to the Declaration adding all or any portion of Parcel 2 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 a present part of the Condominium Property; that is, the rights, easements, covenants, restrictions, and assessment plan set forth herein and in the Bylaws, attached, 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 and Bylaws apply to the Condominium Property as it currently exists;

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

(c) The undivided interests of Units in the Common Areas and Facilities as so expanded shall be reallocated so as to be, with respect to each Unit, in the proportion that the floor area (as initially determined by Declarant, measured in square feet, and rounded to the nearest multiple of the number "25") of each Unit bears to the aggregate of the floor areas (as initially determined by Declarant in the manner just described) of all of the Units; and

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

ARTICLE XVI

Reserved Powers

16.00 CHANGE OF CONDOMINIUM INSTRUMENTS. So long as Declarant shall hold a fee simple interest in any Unit(s), no Declarant-related amendment shall be made to this Declaration or to any other condominium instrument, nor shall any Declarant-related condominium instrument be executed, adopted, or promulgated by the Association or its Board of Managers unless such Declarant-related amendment or condominium instrument shall first be specifically approved in writing by Declarant.

16.10 DEFINITION OF "DECLARANT-RELATED." For purposes of the foregoing Section 16.00 of this Article XVI, an amendment or condominium instrument of Concord Village Condominium which does any of the following shall be considered to be "Declarant-related:"

(a) Discriminates or tends to discriminate against Declarant or its successor in interest as a Unit owner or otherwise;

(b) Directly or indirectly, by the terms of its provisions or in practical application, relates to Declarant or its successor in interest in a manner different from the manner in which it relates to other Unit owners;

(c) Modifies the provisions of this Declaration in a manner which alters the rights or status of Declarant or its successor in interest;

(d) Modifies or repeals any provision in or subsumed under Sections 2.30, 5.30, 6.30, 7.00, 7.10, 7.20, 16.00, 16.10, 16.20, 18.00, or 18.20 of this Declaration, or modifies or repeals any provision in subsections (u) and (v) of Section 2.9, Sections 3.8, 4.3, 4.4, 4.5, 4.6, 5.4, 5.8, 6.1, or 6.2 of the Bylaws;

(e) Modifies or repeals Declarant's right to lease and convey Units free of the restrictions in Section 2.30 of this Declaration and in Article VI of the Bylaws;

(f) Alters the character and the rights of membership in the Association or affects or modifies in any manner the rights of Declarant or its successor in interest as a member of the Association, including the total voting power assigned for each Unit owned and any of the percentages of the total voting power of the Association, greater than a simple majority, which are specifically required in order to approve and take action on particular matters;

(g) Affects the provisions of Article V of the Bylaws which relate to the obligation of Unit owners to pay assessments, the preparation of the annual estimated budget (including the content and timing of the notice of such estimated budget and annual assessment sent to Unit owners), the supplying of an itemized accounting of expenses and income to Unit owners annually, and the Board of Managers' authority to levy additional assessments, assessments for capital improvements, and special assessments (including the notice requirements for, and the effective dates of, such assessments);

(h) Modifies or repeals any of the provisions in Article II of the Bylaws relating to Declarant's unilateral right to appoint certain members of the Board of Managers of the Association, remove any such members, and replace them in the exercise of its sole discretion;

(i) Modifies or repeals Declarant's rights unilaterally to expand the Condominium Property with additional property or its rights to make any of the amendments to the Declaration described in Section 14.00(d) of Article XIV and in Article XV of this Declaration in the manner set forth in said provisions.

(j) Alters any written agreement with any public or quasi-public agency, utility company, political subdivision, public authority, or other similar agency or body;

(k) Alters the provisions of any protective covenants, limitations, restrictions, or easements as provided for in this Declaration; or

(l) Alters or repeals any rights of Declarant or its successor in interest, or any provision applicable to such rights, set forth in this Declaration or any other condominium instrument.

16.20 ASSESSMENTS AND SPECIAL ELECTIONS. So long as Declarant holds a fee simple interest in any Unit(s), total assessments (not including special assessments) shall not be increased more than ten percent from year to year, nor shall the provisions of either Sections 8.30 (Nonrestoration of Damage or Destruction), 9.00 (Rehabilitation and Subsequent Improvements), or 10.00 (Procedures for Removal) of this Declaration be invoked, or any action taken pursuant to an affirmative vote thereunder, without the specific written consent of Declarant.

ARTICLE XVII

Enforcement

17.00 COMPLIANCE WITH COVENANTS, CONDITIONS, AND RESTRICTIONS. Every Unit owner and resident, together with their tenants, invitees, guests, and all members of their family, shall comply strictly with the covenants, conditions, and restrictions set forth in this Declaration, with the Bylaws of the Association, and with the Rules and Regulations.

17.10 RIGHTS OF ENFORCEMENT. In addition to any other remedies provided in this Declaration and the Bylaws, but subject to the provisions of Section 17.30, below, Declarant (only with respect to those rights directly benefiting Declarant), the Association on its own behalf or on behalf of the Unit owners aggrieved, each Unit owner aggrieved, and any approved mortgagee which is aggrieved 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 and in the Bylaws or now or hereafter imposed by or through the Association's Rules and Regulations. Failure by Declarant, the Association, any Unit owner, or any approved mortgagee 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 a 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. Subject to the provisions of Sections 3.20 and 17.30 of this Declaration, the Association and each Unit owner shall have rights of action against each other for failure to comply with the provisions of the condominium organizational documents, the Rules and Regulations, and applicable law; 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.

17.20 ADDITIONAL REMEDIES OF ASSOCIATION.

17.21 Suspension of Privileges. After notice and opportunity for hearing, the Board may suspend or withdraw privileges to use any community and/or recreational facilities which may be added and/or Limited Common Areas and Facilities with respect

to any Unit owner and resident, their tenants, invitees, guests, and family members, who fail to comply with any restrictions, conditions, covenants, easements, reservations, liens, or charges set forth in this Declaration, in the Bylaws, or in the Rules and Regulations.

17.22 Suspension of Voting Rights. After notice and opportunity for hearing, the Board may suspend voting rights of a Unit owner, for a period not to exceed 60 days, for each infraction of the Rules and Regulations or of any provision of this Declaration or the Bylaws.

17.23 Surety. After notice and opportunity for hearing, the Board may require any Unit owner, resident, or tenant, who is guilty of a violation of the provisions in this Declaration, the Bylaws, or the Rules and Regulations which the Board (in its sole discretion) determines to be flagrant or repeated, to give surety or sureties in an amount deemed sufficient by the Board, at its sole discretion, for his future compliance with the covenants, conditions, and restrictions contained in this Declaration, the Bylaws, and the Rules and Regulations.

17.24 Fines. After notice and opportunity for hearing the Board may fine a Unit owner, resident, or tenant who violates the provisions of this Declaration, the Bylaws, or the Rules and Regulations for each such violation, in an amount which the Board, in its sole discretion, determines to be appropriate in any given case. Such amount may consist of or include a charge in the nature of a penalty and may exceed the sum of all costs and damages, direct and indirect, consequential and incidental, which may be attributable to such violation. Such fine, if not paid in full prior to the due date of the next monthly assessment payment, shall be and become a special assessment chargeable to and payable by such Unit owner or by the owner of the Unit which such resident or tenant occupied, whichever is applicable.

17.25 Entry and Abatement. After notice and opportunity for hearing (except that notice and prior hearing may be dispensed with in any situation which the Board of Managers, in its sole discretion, or a person or firm designated by the Board, in his or its sole discretion, determines to be an emergency), the Board shall have the right to enter upon the land, building, structure, or Unit or portion thereof upon which, or as to which, a violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, tenant, and/or resident, any structure, thing, or condition that exists thereon contrary to the provisions of this Declaration, the Bylaws, or the Rules and Regulations; and the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass.

17.26 Mandatory Injunction or Involuntary Sale. If any owner (either by his own conduct or through the conduct of any resident or tenant of his Unit) shall be guilty of a violation of

any of the covenants, restrictions, or provisions of this Declaration, of the Bylaws, or of the Rules and Regulations, and such violation shall continue for 30 days after notice in writing from the Board of Managers, or shall occur repeatedly during any 30-day period after written notice or request from the Board to cure such violation, then the Board may file an action against the defaulting Unit owner or resident for a decree of mandatory injunction against such Unit owner or resident; or in the alternative, may issue to the defaulting owner a ten-day notice in writing to terminate the rights of the said defaulting owner to continue as a Unit owner and to continue to occupy, use, or control his Unit. Thereupon, with the prior consent in writing of any approved mortgagee having a security interest in the Unit ownership of the defaulting owner (which consent shall not unreasonably be withheld), the Board may file an action for a decree declaring the termination of the defaulting owner's right to occupy, use, or control the Unit owned by him on account of the breach of covenant, and ordering that all the right, title, and interest of the owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's fees, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding, and all such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds, after satisfaction of such charges, any unpaid assessments, and other amounts as provided for in this Declaration and in the Bylaws, and of any liens, may be paid to the defaulting owner. Upon the confirmation of such sale, the purchaser at such sale shall thereupon be entitled to a deed to the Unit ownership and to immediate possession of the Unit sold. Such purchaser may apply to the court for a writ of assistance for the purpose of acquiring such possession. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration, the Bylaws, and all Rules and Regulations.

17.30 ARBITRATION.

17.31 Disputes between Unit Owners. Notwithstanding the foregoing, in the event of any dispute between Unit owners as to the application of any restriction, covenant, condition, or provision of the Rules and Regulations to any particular circumstance, the party aggrieved may submit a complaint in writing to the Board specifying the dispute. The Board shall select an arbitrator who will set a time, place, and date for a hearing thereon within thirty days thereafter, and who will give written notice to each party thereof no less than three days in advance. Said arbitrator shall thereupon hear such evidence on the dispute as he deems proper and render a written decision on the matter to

each party within 15 days thereafter. No action at law or in equity may be instituted by either party to such dispute unless arbitration pursuant to this provision has first been completed.

17.32 Disputes with the Association. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit owner or resident (other than with regard to assessments in circumstances where the Unit owner has a right under the condominium act to bring an action for discharge of a lien) which cannot be settled by an agreement between them, the matter shall be submitted to arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect (presently Chapter 2711 of the Ohio Revised Code), and decided by a single independent arbitrator selected by the Board.

ARTICLE XVIII

General Provisions

18.00 PROVISIONS BIND ALL PERSONS WITH AN INTEREST IN THE CONDOMINIUM PROPERTY. Each grantee of Declarant, and each subsequent grantee, by the acceptance of a deed of conveyance, accepts the same subject to all easements, agreements, obligations, restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights, and powers (including powers of attorney) created or reserved by this Declaration and by all exhibits hereto. All rights, benefits, and privileges of every character hereby granted, created, reserved, or declared, including all powers of attorney, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such Unit owner in like manner as though the provisions of the Declaration and of all exhibits hereto were recited and stipulated at length in each and every deed of conveyance.

18.10 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.

18.20 NONLIABILITY OF DECLARANT. Except as otherwise may be required by law or as provided by express warranty of Declarant, neither Declarant nor its officers, directors, representatives, successors, or assigns shall be liable for any claim whatsoever arising out of, or by reason of any failure to act or any actions performed pursuant to, any authority granted or delegated to it by or pursuant to this Declaration or the Bylaws attached hereto as Exhibit A or in its (or its representative's) capacity as developer, contractor, owner, manager, or seller of the Condominium Property, whether or not such claim: (i) shall be asserted by any Unit owner, resident, the Association, or by any person or entity claiming through any of them; (ii) shall be on account of injury to person or damage to or loss of property wherever located and

however caused; or (iii) shall arise ex contractu or (except in the case of gross negligence) ex delictu. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act, neglect, or failure to act of any Unit owner, resident, the Association, and their respective agents, employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function or the disrepair of any services such as heat, air conditioning, electricity, gas, water, and sewage.

18.30 CONTROLLING PROVISIONS. All inconsistencies between or among the permissive provisions of any statute and any provisions of this Declaration and the Bylaws shall be resolved in favor of the Declaration and these Bylaws. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or Bylaws of the Association (other than inconsistencies between permissive provisions of the Declaration and provisions of the Articles or Bylaws, which shall be resolved in favor of the Articles or Bylaws), the terms and provisions of the Declaration shall prevail; and the Unit owners and all persons claiming under them covenant to vote in favor of such amendments to the Articles or Bylaws as will remove such conflicts or inconsistencies.

18.40 DISCRIMINATION. No action shall at any time be taken by the Association or the Board which in any manner would discriminate against any Unit owner in favor of another.

Neither Declarant, the Association, the Board, nor any Unit owner, nor any employee, agent, or representative thereof, shall discriminate on the basis of sex, race, color, creed, or national origin in the sale, lease, or rental of any Unit or in the use of the Common Areas and Facilities.

18.50 RULE AGAINST PERPETUITIES AND RESTRICTIONS ON ALIENATION. If any of the privileges, covenants, or rights created by this Declaration and/or by any of the exhibits hereto shall be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision, (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common law rules imposing time limits, then such provision shall continue only until 21 years after the death of the last survivor of the now living descendants of Frank A. Grisez and Thomas C. Grisez.

18.60 SEVERABILITY OF PROVISIONS. The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration and/or of any or all exhibits hereto or of any part of the same, shall not impair or affect in any manner the validity, enforceability, or effect of the remainder of this Declaration and/or of such exhibits.

18.70 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.

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

18.90 LIBERAL CONSTRUCTION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a quality condominium.

IN WITNESS WHEREOF, Declarant has caused the execution of this instrument on the dates set forth below.

Signed and Acknowledged in the Presence of:

Thay M. Bohus
Mary Ellen McEoy
Thay M. Bohus
Mary Ellen McEoy

CONCORD HOMES CORP.,
an Ohio Corporation

By Thomas C. Grisez
Its President

DATE: September 17, 1981

By Frank A. [Signature]
Its Secretary

DATE: September 17, 1981

DECLARANT and sole UNIT OWNER

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public, in and for said county, personally appeared the above-named Concord Homes Corp., an Ohio corporation, by Thomas C. Grisez, its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of him personally as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 17th day of September, 1981.

Norma Capocci
Notary Public

NORMA CAPOCCI
Notary Public, State of Ohio
My Commission Expires 10/15/1985

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public, in and for said county, personally appeared the above-named Concord Homes Corp., an Ohio corporation, by Frank A. Grisez, its Secretary, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of him personally as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 17th day of September, 1981.

Norma Capocci
Notary Public

NORMA CAPOCCI
Notary Public, State of Ohio
My Commission Expires June 12, 1985

EXHIBIT "A"

BYLAWS

OF

C. V. C. OWNERS' ASSOCIATION

This instrument prepared by:

James K. Brooker
John H. Brannen
Attorneys at Law
Day, Ketterer, Raley,
Wright & Rybolt
800 Cleve-Tusc. Building
Canton, Ohio 44702

EXHIBIT "A"

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BYLAWS
OF
C. V. C. OWNERS' ASSOCIATION

These Bylaws are executed and attached as Exhibit A to the Declaration of Condominium Ownership for Concord Village Condominium ("the Declaration") and are a part thereof pursuant to the condominium act. Their purpose is to provide for the operation of a Unit Owners' Association to administer the Condominium Property in the manner provided by the Declaration and by these Bylaws. These Bylaws also serve as the Code of Regulations for said Association, a not-for-profit corporation organized under the laws of the State of Ohio and called "C. V. C. Owners' Association".

All present and future Unit owners or tenants or their employees, and any other person who might use the facilities of the Condominium Property in any manner shall be subject to the covenants, conditions, reservations, restrictions, obligations, provisions, and regulations contained in the Declaration and in these Bylaws and shall be subject to any restriction, condition, rule, and regulation ("the Rules and Regulations") hereafter adopted by the Board of Managers of the Association. The mere acquisition or rental of any of the Units located within the Condominium Property described in the Declaration, or the mere act of occupancy of any of the Units, will constitute acceptance and ratification of the Declaration, these Bylaws, and the Rules and Regulations.

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 Board of Managers ("the Board") of the Association shall be at such place as the Board may from time to time designate.

All of the terms used herein shall have the same meanings as set forth in the Declaration of Concord Village Condominium.

ARTICLE I

UNIT OWNERS

Section 1.1. Membership in the Association. Each current Unit owner is, and each future Unit owner upon acquisition of fee-simple title to, or an interest as a purchaser (under a land contract with Declarant) of a Unit shall automatically become, a member of the Association. Such membership shall terminate upon

the sale or other disposition by such member of his Unit ownership, at which time the new owner of such Unit shall automatically become a member of the Association.

Section 1.2. Voting Rights. Subject to the provisions below and to the Declaration, each owner or group of owners, collectively, of a Unit shall be entitled to one vote per Unit owned at meetings of members of the Association. If two or more persons are owners of a Unit, each may exercise that fraction of a single vote with respect to such Unit which is equivalent to his fractional interest in the Unit.

Only Unit owners in good standing shall be entitled to vote in the affairs of the Association at any annual or special meeting thereof. A Unit owner shall be deemed to be in "good standing" and "entitled to vote" if, and only if: (i) at least three days prior to the date fixed for such annual or special meeting, he shall have fully paid all assessments made or levied against him and all of his Units by the Association as hereinafter provided, together with all interest, costs, attorneys' fees, penalties, and other expenses, if any, properly chargeable to him and against all of his Units, and (ii) as of the date of the meeting, his voting rights are not suspended through action taken by the Board, after notice and opportunity for hearing, as a penalty for infraction of the Rules and Regulations or any of the provisions of the Declaration or these Bylaws.

A Unit which has been acquired by the Association in its own name or in the name of its agent, designee, or nominee on behalf of all the Unit owners shall not entitle such owner to a vote so long as it continues to be so held.

Section 1.3. Proxies. Members may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on his or their behalf shall be made in writing to the Board of Managers or the President or Secretary of the Association and, except as otherwise provided in the Declaration or in these Bylaws, shall be revocable at any time by actual notice to the Board of Managers by the member or members making such designation. If a member has designated his first mortgagee as his proxy under the terms of a first mortgage covering such member's Unit, the presentation to the Board of Managers by a representative of such mortgagee of a copy of that mortgage containing such proxy designation shall constitute notice of that designation under this Section 1.3, and, if the mortgage so states, notice of the irrevocability of that designation. Notice to the Board of Managers in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

Section 1.4. Meetings of Members.

(a) Annual Meetings. The annual meeting of members of the Association for the election of members of the Board of Managers, the consideration of reports to be laid before such meeting,

and the transaction of such other business as may properly be brought before such meeting shall be held in the second quarter of each calendar year on such date and at such time and place as shall be designated in the notice of such meeting by the Board of Managers.

(b) Special Meetings. Special meetings of the members of the Association may be held when called by the President of the Association or by the Board of Managers of the Association or by members entitled to exercise at least 25% of the voting power of the Association. Upon request in writing delivered either in person or by certified mail to the President or the Secretary of the Association by any persons entitled to call a meeting of members, such officer shall forthwith cause to be given to the members entitled thereto notice of a meeting in accordance with the provisions of subsection (c), below. Such meeting shall be held on a date not more than 30 days after the receipt of such request for a meeting as the President or Secretary (whichever is applicable) may fix. If such notice is not given within five days after the receipt of such request, the persons calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at the office of the Association or at such other place and at such time as shall be specified in the notice of meeting.

(c) Notices of Meetings. Not less than seven nor more than 30 days before the day fixed for a meeting of the members of the Association, written notice stating the time, place, and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these Bylaws to give such notice. The giving of proper notice shall be effective and complete upon making personal delivery, upon the act of sending a telegram or mailgram, or upon deposit in the mails. Notice shall be given to each member of the Association who is an owner of a Unit of record as of the day next preceding the date on which notice is given. If mailed, the notice shall be addressed to the members of the Association at their respective addresses as they appear on the records of the Association and shall be sent by a method reasonably calculated to be received by each addressee at least six days prior to the day of such meeting. Notice of the time, place, and purposes of any meeting of members of the Association may be waived in writing, either before or after the holding of such meeting, by any members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting.

(d) Quorum; Adjournment. Except as otherwise may be provided by law or by the Declaration, at any meeting of the members of the Association the members of the Association who are

entitled to exercise one-third of the entire voting power of the Association (determined by the total number of votes which can be voted at the time) and who are present in person or by proxy shall constitute a quorum for such meeting, provided that such quorum requirement must be met at the time of completion of the vote on any matter for such vote to be valid. No action shall be taken or approved by the Association with the approval of any less than the percentage of voting power required by law, the Declaration, and the Bylaws or without the consent of any party that is required by any of said provisions. The members of the Association entitled to exercise a majority of the voting power represented at a meeting of members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 1.5. Order of Business. The order of business at all meetings of members of the Association shall be as follows:

- (1) Calling of meeting to order
- (2) Roll-call
- (3) Proof of notice of meeting or waiver of notice
- (4) Reading of minutes of preceding meeting
- (5) Reports of officers
- (6) Reports of Committees
- (7) Election of Managers (when appropriate)
- (8) Unfinished and/or old business
- (9) New business
- (10) Adjournment

Section 1.6. Passage. Unless otherwise expressly set forth in the Declaration or in these Bylaws, all decisions of the members of the Association shall require for passage the affirmative vote of the Unit owners or their voting representatives who represent a majority of the total voting power represented at any given meeting of the Association at which there is a quorum.

Section 1.7. Action by Association Members without a Meeting. Any action which may be authorized or taken at a meeting of the members of the Association may be authorized or taken without a meeting in a writing or writings signed by members, from among those who would be entitled to notice of a meeting held for such purpose, who hold more than 60% of the total voting power in the Association, but only if also signed by all parties whose consents to such action are required under any other provision of the Declaration or the Bylaws; provided, that the authorization of any such required signatories who are members of the Association shall be included with those of all other members who give such authorization when determining whether the holders of 60% of the voting power have authorized the proposed action; and provided further, that any action, with respect to which the Declaration or these

Bylaws require the approval of a percentage greater than 50% of the total voting power of the Association, shall be taken in a writing without a meeting only if the approval of such greater percentage of the voting power is obtained. Such writing or writings shall be filed with the records of the Association. Written notice of any action proposed to be taken by such written consent of members shall be given to all parties who are entitled to notices under Section 1.4(c) of this Article and Section 7.1 of Article VII of these Bylaws not less than seven days prior to commencing the circulation of the action for written consent among the members.

ARTICLE II

BOARD OF MANAGERS

Section 2.1. Selection and Qualification. The Board of Managers shall serve as the Association's Board of Trustees under the laws of the State of Ohio for not-for-profit corporations. It shall initially consist of three persons who shall be appointed by Declarant. At the time that fee simple ownership interests to which 25% of the undivided interests in the Common Areas and Facilities appertain have been sold and conveyed by deed, a special meeting of the members of the Association shall be held, and the Unit owners, other than Declarant, shall elect one additional member to the Board of Managers. The Board shall then consist of four members. At the time that fee simple ownership interests to which 50% of such undivided interests appertain have been sold and conveyed by deed, another special meeting of the members of the Association shall be held, and such Unit owners, excluding Declarant, shall elect one more member to the Board of Managers; Declarant shall be entitled to appoint one additional member to the said Board at that time. The Board shall then consist of six members. None of Declarant's appointees need be owners or occupiers of a Unit. All persons elected to the Board of Managers by members of the Association, however, shall be Unit owners.

The "percentage of undivided interests in the Common Areas and Facilities" shall not, for these purposes, be determined by the percentages set forth in Section 2.13 of Article II of the Declaration. Instead, it shall be computed by comparing the number of Units sold and conveyed as against the maximum number of Units (35) that may be created upon the Condominium Property and upon the additional property described in the Declaration, as established by the Declaration.

Upon the occurrence of the earlier of the following events ("the Turnover Date"):

- (1) The expiration of the five-year period from the date of the establishment of the Association; or

- (2) The expiration of the 30-day period after the sale and conveyance by deed of fee simple ownership interests to which appertain 75% of the undivided interests in the Common Areas and Facilities (computed in the manner specified above unless otherwise required by statute) to purchasers in good faith and for value,

Declarant's authority hereunder to appoint members to the Board of Managers shall terminate. Within 30 days after such Turnover Date, a special meeting of the members of the Association shall be held and all Unit owners, including Declarant, shall elect five Board members to replace all of those Board members earlier elected or appointed by the Unit owners and Declarant, respectively. The Board shall then and thereafter consist of five Managers. Each of the five members of the Board shall hold office until the next annual meeting of the members of the Association and until his successor is elected, or until his earlier resignation, removal from office, or death. Managers chosen at the annual meetings shall be elected to serve one-year terms. Any member of the Board may be reelected for additional terms.

All elected members of the Board shall be Unit owners.

Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Board members or to vote in an election of Managers. If Declarant waives its rights to select one or more Managers, the membership shall meet and elect the member(s) of the Board otherwise to have been selected by Declarant.

Section 2.2. Nominations and Procedure for Elections.

Nominations for the election of Managers to be elected by Unit owners may be made by a nominating committee formed by the Board of Managers and may also be taken from the floor at the meetings. Elections to the Board by the Unit owners shall be by secret written ballot. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

Section 2.3. Resignations, Vacancies, and Removal.

Any vacancy in any position on the Board of Managers occupied by a person elected prior to the Turnover Date shall be filled by election of a new person at a special meeting of the members of the Association called for the purpose of such election. Declarant shall not vote in such election. In the event of the occurrence of any vacancy or vacancies in positions on the Board of Managers occupied by persons elected after the Turnover Date, the remaining members of the Board, though less than a majority of the whole authorized number of Board members, shall, by the vote of a majority of their number, fill any such vacancy for the unexpired term. Any vacancy in the position of an appointed Board member shall be filled by the party which made the appointment.

Any member of the Board may resign at any time by oral statement to that effect made at a meeting of the Board of Managers or in a writing to that effect delivered to the Secretary or President of the Association. Such resignation shall take effect immediately or at such other time as the resigning member of the Board may specify, and acceptance of such resignation shall not be necessary to make it effective.

At any regular or special meeting of members of the Association duly called, at which a quorum shall be present, any one or more members of the Board, except members of the Board appointed by Declarant as provided in Section 2.1 of this Article II, may be removed with or without cause by the vote of members entitled to exercise at least 75% of the voting power of the Association (excluding Declarant if the member of the Board was elected prior to the Turnover Date), and a successor or successors to such member or members of the Board so removed shall then and there be elected (by members other than Declarant if the member[s] of the Board removed had been elected prior to the Turnover Date) to fill the vacancy or vacancies thus created. Any member of the Board whose removal has been proposed at a meeting of the members of the Association shall be given an opportunity to be heard at such meeting. Any appointed member of the Board may be removed at any time by the party who appointed him.

Section 2.4. Salaries or Fees. Members of the Board of Managers shall initially serve without compensation. After the Turnover Date, salaries and fees, if any, to be paid to members of the Board of Managers shall be determined from time to time by the affirmative vote of Association members holding a majority of the voting power represented at a meeting of Association members at which there is a quorum.

Section 2.5. Meetings.

(a) Organization Meetings. Immediately after each annual meeting of members of the Association, the Board of Managers shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

(b) Regular Meetings. Regular meetings of the Board of Managers shall be held at such times and places as shall be determined by a majority of the members of the Board, but at least four such meetings shall be held during each fiscal year. Notice of such meetings shall be given by the Secretary, and may be waived, in the same manner as is set out in the next paragraph.

(c) Special Meetings and Notice. Special meetings of the Board of Managers may be held at any time upon call by the President or any two members of the Board. Written notice of the time and place of each such meeting shall be given by the person(s) calling the meeting to each member of the Board either by personal

delivery, telegram, or telephone at least 36 hours before the meeting or by mail deposited at least four days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any member of the Board at any such meeting without protesting, prior to or at the commencement of the meeting, a lack of proper notice shall be deemed to be a waiver by him of notice of such meeting. Such notice may also be waived in writing either before or after the holding of such meeting, by any member of the Board, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any regular or special meeting.

(d) Quorum; Adjournment. A quorum of the Board of Managers shall consist of a majority of the members of the Board then in office, provided that such quorum requirement must be met at the time of completion of the vote on any matter in order for such vote to be valid; and further provided, that a majority of the members of the Board present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

(e) Meeting Procedure. At each meeting of the Board of Managers at which a quorum is present, either in person, by telephone, or through any other communication device which permits direct communication between all participants, all questions and business shall be determined by a majority vote of those who are present in person, by telephone, or through such other communication device, except as may otherwise expressly be provided in the Declaration or in these Bylaws. In the event of any tie vote on any matter pending before the Board of Managers, the President of the Association shall have the power to cast an additional vote to break such tie.

Section 2.6. Action by Board of Managers without a Meeting. Any action which may be authorized or taken at a meeting of the Board of Managers may be authorized or taken without a meeting in a writing or writings signed by all members of the Board, which writing or writings shall be filed with the records of the Board of Managers.

Section 2.7. Fidelity Bonds. The Board of Managers shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish fidelity bonds satisfactory to the Board. If the Association at any time does not utilize a professional manager or management firm which performs financial services (such as collections, deposits, transfers, and disbursements) on behalf of the Association, the Board shall at that time require that any party handling or responsible for Association funds shall furnish fidelity bonds satisfactory to the Board. The premiums on all such bonds for officers and employees of the Association shall be paid by the Association and shall be a common expense.

Section 2.8. Record of Corporate Affairs. The Board of Managers shall cause to be kept a complete record of all of its acts and corporate affairs and shall 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 or more of the voting power of Unit owners.

Section 2.9. Power and Authority. The Board of Managers shall have the power and authority necessary and desirable for the administration of the affairs of the Association and the Condominium and shall exercise all power and authority of the Association and do all such acts and things except as by law or by the Declaration or these Bylaws may not be delegated to the Board of Managers by the Unit owners. These powers shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep, and maintenance of the Common Areas and Facilities for which it is responsible as provided in the Declaration.

(b) Determination of the common expenses required for the affairs of the Condominium and the Association, including, without limitation, the operation and maintenance of the Condominium Property.

(c) Determination and collection of assessments from Unit owners.

(d) Employment and dismissal of personnel necessary or desirable for the maintenance, operation, repair, and replacement of the Common Areas and Facilities (for which it is responsible as provided in the Declaration) and any property owned by the Association.

(e) Adoption and amendment of Rules and Regulations, supplementing the provisions set forth in the Declaration and these Bylaws, which it may deem advisable for the maintenance, use, conservation, and beautification of the Condominium Property, and for the health, comfort, safety, and general welfare of the Unit owners and residents of the Condominium, giving written notice of such Rules and Regulations and amendments to all Unit owners and residents; provided, however, that in the event the original Rules and Regulations or any amendments shall conflict with any provisions of the Declaration or of these Bylaws, the provisions of the Declaration and of these Bylaws shall govern.

(f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.

(g) Purchasing or leasing or otherwise acquiring in the name of the Association or its designee (corporate or otherwise) on behalf of all Unit owners, Units offered for sale or lease.

(h) Purchasing Units at foreclosure or other judicial sales in the name of the Association or its designee (corporate or otherwise) on behalf of all Unit owners.

(i) Selling, leasing, mortgaging, or otherwise dealing with Units acquired by, and subleasing Units leased by, the Association or its designee (corporate or otherwise) on behalf of all Unit owners.

(j) Organizing corporations to act as designees of the Association in acquiring title to or leasing of Units on behalf of all Unit owners.

(k) Granting licenses.

(l) Obtaining and maintaining insurance pursuant to the provisions of the Declaration and these Bylaws.

(m) Making repairs, additions, and improvements to or alterations of the Condominium Property in accordance with the Declaration and these Bylaws.

(n) Declaring the office of a member of the Board to be vacant in the event such Manager shall be absent from three consecutive regular meetings of the Board.

(o) Suspending the voting rights of a Unit owner, after notice and opportunity for hearing, for a maximum period of 60 days for each infraction of the Rules and Regulations or of any provisions of the Declaration or these Bylaws.

(p) Enforcing the provisions of the Declaration, the Bylaws, and the Rules and Regulations, in the manner provided in the Declaration and these Bylaws and by law, through legal action or otherwise.

(q) Imposing reasonable charges for the preparation or recording of amendments to the condominium instruments, or for the issuance of reports, certificates, and documentation permitted or required by the condominium instruments or by law, to be given to the person requesting the same.

(r) Subject to the provisions in the Declaration and these Bylaws, granting or withholding approval of any action which changes the exterior appearance of the Condominium Property, alters any portion of the Common Areas and Facilities, or affects the structural or mechanical integrity of a building, its fixtures, or appliances.

(s) Bringing and defending lawsuits, and appearing on behalf and for the benefit of all Unit owners in any matter of common concern, including class actions for the Unit owners as a class, in and before any court, office, agency, board, commission, or department of any governmental body, and appealing from any judgments, orders, decisions, or decrees rendered therein.

(t) Establishing and maintaining a funded reserve for contingencies and replacements in any amount which it determines, in its sole discretion, to be necessary or advisable and, to the extent that it deems desirable, to create requirements for other reasonable reserves (such as maintenance and repair, working capital, bad debts, and depreciation) and designating trust funds for the benefit of Unit owners or the Association.

(u) Delegating to persons, firms, or corporations of its choice, including any manager or managing agent, attorneys, accountants, and other professionals, such duties and responsibilities of the Association as the Board of Managers shall from time to time specify, and providing for reasonable compensation for the performance of such duties and responsibilities.

(v) Forming committees of the Board and/or composed of persons who need not be members of the Board, members of the Association, or Unit residents, and delegating to such committees such powers, authority, and responsibilities as the Board may, in the exercise of its sole discretion, determine to be appropriate.

(w) Without limitation, but in pursuit of the foregoing powers or the authority elsewhere provided in the Declaration and these Bylaws and in pursuit of the purposes for which the Association exists, to do any and all things lawfully permitted to be done by a not-for-profit corporation and by a condominium association under the laws of the State of Ohio.

ARTICLE III

OFFICERS

Section 3.1. Election and Designation of Officers. The Board of Managers shall elect a President, a Vice President, a Secretary, and a Treasurer, each of whom shall be a member of the Association or a resident of a Unit. Such officer need not be a member of the Board. The Board of Managers may also appoint such other officers as in their judgment may be necessary or desirable; such other officers need not be members of the Board, members of the Association, or residents of Units. One person may hold more than one office simultaneously.

Section 3.2. Term of Office; Vacancies. The officers of the Association shall hold office until their successors are elected or appointed, except in case of resignation, removal from office, or death. 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 acceptance of such resignation shall not be necessary to make it effective. The Board of Managers may remove any officer at any time with or without cause by a majority vote of the members of the Board then in office. Any vacancy in any office may be filled by the Board of Managers unless otherwise herein provided.

Section 3.3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of members of the Association and at all meetings of the Board of Managers. Subject to directions of the Board of Managers and except to the extent that the Board of Managers delegates such duties to a professional manager or management firm, the President shall have general executive supervision over the business and affairs of the Association and shall have authority to cause orders and resolutions of the Board to be carried out. He may execute all authorized deeds, contracts, and other legal documents for the Association and shall have such other authority and shall perform such other duties as may be determined from time to time by the Board of Managers and as may be provided for in the Declaration or in these Bylaws.

Section 3.4. Vice President. The Vice President shall perform the duties of the President whenever the President is unable to act and shall have such other authority and perform such other duties as may be determined from time to time by the Board of Managers.

Section 3.5. Secretary. The Secretary shall record the votes and keep the minutes of meetings of the members of the Association and of the Board of Managers. Except to the extent that the Board delegates any such duties to a professional manager or management firm, the Secretary shall keep such books as may be required by the Board of Managers (including records to show the names of all Unit owners and their addresses), shall give notices of meetings of members of the Association and meetings of the Board of Managers required by law, by these Bylaws, or otherwise, and shall have such authority and shall perform such other duties as may be determined from time to time by the Board of Managers.

Section 3.6. Treasurer. Except to the extent that the Board of Managers delegates any of the duties specified herein to a professional manager or management firm or to an accountant or a trustee, the Treasurer shall receive and have in charge all money, bills, notes, and similar property belonging to the Association, and shall do with the same as may be directed by the Board of Managers. He shall keep accurate financial accounts and hold the same open for the inspection and examination of the Managers and shall have such authority and shall perform such other duties as may be determined from time to time by the Board of Managers.

Section 3.7. Other Officers. Any other officers whom the Board of Managers may appoint shall, respectively, have such authority and perform such duties as may be determined from time to time by the Board of Managers.

Section 3.8. Delegation of Authority and Duties. The Board of Managers is authorized to delegate the authority and duties of any officer to any other officer or to a professional manager or management firm and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

ARTICLE IV

GENERAL POWERS AND DUTIES OF THE ASSOCIATION

Section 4.1. Expenses Authorized or Required to be Incurred. For the benefit of all Unit owners, the Association shall pay for all materials, equipment, supplies, furniture, labor, maintenance, repairs, services (including operational and any recreational services), structural alterations, insurance, or assessments: (i) which the Association is required to secure or pay for, or which are designated as "common expenses" pursuant to the terms of the Declaration and these Bylaws or by law and (ii) which in its opinion shall be necessary or proper for the maintenance, operation, and administration of the Condominium Property as a quality condominium project or for the enforcement of the Declaration and these Bylaws, including, without limitation, the following:

(a) Utility and Other Services for Common Areas and Facilities. Waste removal, snow removal, electricity, telephone, heat, power, or any other service or utility service for the Common Areas and Facilities deemed necessary or advisable by the Board of Managers in its sole discretion which are not inconsistent with the provisions of the Declaration;

(b) Driveway and Parking Area Maintenance. All costs of maintaining in good condition all private driveways and parking areas located within the boundaries of the Condominium Property;

(c) Casualty Insurance. A policy or policies of casualty insurance, with extended coverage on all of the Condominium Property, as provided in the Declaration, the amount and other terms of which insurance shall be reviewed annually;

(d) Liability Insurance. A policy or policies of comprehensive general liability insurance insuring the Association, the members of the Board, persons holding a fee simple interest in a Unit, the Unit owners, the members of their respective families or other persons residing with them in the Condominium Property, their tenants, and all persons lawfully in possession or control of any part of the Condominium Property, as provided in the Declaration, the limits and other terms of which policy shall be reviewed annually and which policy or policies shall not insure against liability for personal injury or property damage arising out of or relating to the individual Units;

(e) Wages and Fees for Services. The services of any person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a manager or managing agent for the Condominium, the services of any person or persons required for the maintenance or operation of the Condominium Property, and legal and/or accounting services necessary or proper in the operation of the Condominium or in the enforcement of the Declaration and these Bylaws and for the organization, operation, and enforcement of the rights of the Association;

(f) Discharge of Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Condominium Property or any part thereof which the Board of Managers, in its sole discretion, deems advisable. The foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Unit owners are responsible for the existence of such lien, however, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred or advanced by the Association by reason of said lien or liens shall be specially assessed to said owners and their respective Units; and

(g) Certain Maintenance of Units. Maintenance, repair, and service of any Unit, or portion thereof performed by the Association, its employees, or agents when both of the following conditions are present: (i) the Board of Managers, in its sole discretion (or if a person or firm is designated by the Board of Managers, then in his or its sole discretion), has determined that such maintenance, repair, or service is necessary for the public safety or in order to prevent damage to or destruction of any part of the Common or Limited Common Areas and Facilities or of any other Unit; and (ii) except in the event of circumstances which the Board of Managers, in its sole discretion (or if a person or firm is designated by the Board of Managers, then in his or its sole discretion), determines to be an emergency, the owner or owners of said Unit have failed or refused to perform said maintenance, repair, or service within ten days after written notice of the necessity of said maintenance, repair, or service has been given by the Association to said owner or owners. The Association shall levy a special assessment against such Unit owner or owners for the cost of all such maintenance, repair, or service.

Section 4.2. Association's Right to Enter Units. The Association, its employees and agents, may enter any Unit or deck area when necessary or advisable in connection with any maintenance, repair, service, or construction for which the Association is responsible or which the Association is authorized to perform, on condition that:

- (1) the provisions of Section 4.1(g) have been satisfied, when work is to be performed on a Unit;
or
- (2) when said Section 4.1(g) is not applicable, the Association has given the Unit owner at least a five-day written notice of the scheduled entry and of the work to be performed; provided, however, that such five-day notice need not be given in the event of an emergency or nuisance, as determined by the

Board in the exercise of its sole discretion (or by a person or firm designated by the Board in the exercise of such person's or firm's sole discretion), threatening any Unit or any other part of the Condominium Property.

The Association, its employees or agents, may also enter any patio area for maintenance, repairs, construction, or painting without prior notice. Any such entry referred to above may be made whether or not the owner or resident is present and shall be made with as little inconvenience to the owners as practicable. Any damage caused by an entry other than pursuant to Section 4.1(g), above, shall be repaired by the Association, the cost of which shall be a common expense. The Association reserves the right to retain a passkey to any Unit; and no locks or other devices shall be placed on the doors to the Units which obstruct entry through the use of such passkey.

Section 4.3. Capital Additions and Improvements. The Association shall neither pay for nor authorize any structural alterations, capital additions to, or capital improvements of the Common Areas and Facilities requiring an expenditure in excess of \$2,500, nor shall it borrow funds in excess of such amount, without in each case obtaining the prior approval of: (i) the members of the Association entitled to exercise 75% of the voting power of the Association, and (ii) all approved mortgagees holding first mortgages on Units, whose approval shall not unreasonably be withheld. Nothing in this paragraph, however, shall be construed so as to limit in any way the Association's powers to restore or to replace damaged, destroyed, or obsolete portions of the Common Areas and Facilities using maintenance funds, the reserve for contingencies and replacements, insurance proceeds, special assessments, or borrowed funds for such purposes, subject to the other provisions of the Declaration and these Bylaws.

Section 4.4. Changes in Exterior Appearance and Maintenance Standards. The Association shall take no action, as long as Declarant owns at least one Unit, that shall have the effect, either directly or indirectly, of altering in any way the exterior appearance of any part of the Condominium Property as it existed immediately after construction, or reducing or discontinuing any maintenance standard or practice in effect at the time, without the prior written consent of Declarant.

Section 4.5. Indemnification of Board of Managers and Officers.

(a) The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil,

criminal, administrative, or investigative (other than an action, suit, or proceeding by or in the right of the Association or all members of the Association) by reason of the fact that he is or was a member of the Board of Managers or an officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation (nonprofit or for profit), partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, he had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

(b) The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit (including all appeals) by or in the right of the Association or of all members of the Association in order to procure a judgment in its or their favor by reason of the fact that he is or was a member of the Board of Managers or officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation (nonprofit or for profit), partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association; except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the tribunal in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as such tribunal shall deem proper.

(c) Without limiting the right of any member of the Board of Managers, officer, or other person to indemnification under any other subsection hereof, if such person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in subsections (a) and (b), he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Except in a situation governed by subsection (c), any indemnification under subsections (a) and (b) (unless ordered by a tribunal) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the member of the Board of Managers, officer, or other person described therein is proper in the circumstances because he has met the applicable standard of conduct set forth in either subsections (a) or (b). Such determination shall be made: (i) by the Board of Managers by a majority vote of a quorum consisting of members of the Board who are not and were not parties to or threatened with such action, suit, or proceeding (or any other action, suit, or proceeding arising from the same or similar operative facts); or (ii) if such a quorum is not obtainable, or even if obtainable, if a majority of such quorum of disinterested members of the Board of Managers so directs, in a written opinion by independent legal counsel (compensated by the Association) other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association or any person to be indemnified within the past five years; or (iii) by the tribunal in which such action, suit, or proceeding was brought.

(e) Expenses of each person indemnified hereunder which are incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals) or threat thereof, may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Managers (whether a disinterested quorum exists or not), upon receipt of an undertaking by or on behalf of the member of the Board of Managers, officer, or other person described in subsections (a) or (b) to repay such expenses unless it shall ultimately be determined that he is entitled to be indemnified by the Association.

(f) The indemnification provided by this Section 4.5 of Article IV shall not be deemed exclusive of, or in any way to limit, any other rights to which any person indemnified may be or may become entitled as a matter of law, by the Declaration, these Bylaws, agreements, insurance, vote of the Board of Managers, or otherwise with respect to action in his official capacity and with respect to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a member of the Board of Managers, officer, or other person described in subsections (a) or (b), and shall inure to the benefit of the heirs, executors, and administrators of such a person.

(g) If any part of this Section 4.5 of Article IV shall be found, in any action, suit, or proceeding, to be invalid or ineffective, the validity and the effect of the remaining parts shall not be affected.

Section 4.6. Insurance for Board of Managers and Officers.
The Association shall, to the fullest extent permitted by law and to the extent reasonably available, purchase and maintain liability insurance on behalf of those persons indemnified under Section 4.5

of this Article IV. Such policy or policies may insure against any liability asserted against and incurred by them in any such capacities or arising out of their status as such, whether or not the Association would have the power to indemnify such persons against such liability under Section 4.5 of this Article IV or the Ohio Revised Code, but, to the extent reasonably available, shall insure them against those liabilities for which the Association is required to indemnify them under said Section 4.5. The Board of Managers, in its sole discretion, shall determine the liability limits of such insurance coverage and, subject to the foregoing provisions of this Section 4.6, the other terms of such insurance.

Section 4.7. No Active Business to be Conducted for Profit. The Association shall have no authority to conduct an active business for profit on behalf of Unit owners or any of them; provided, however, that the Association shall have authority to lease or sublease any Units it may acquire by deed or lease in accordance with the provisions of the Declaration or these Bylaws.

Section 4.8. Special Services. The Association may arrange for the provision of any special services and facilities for the benefit of such Unit owners and/or residents as may desire to pay for the same, including, without limitation, cleaning, repair, and maintenance of Units, and provision of special recreational, educational, or medical facilities or services. Fees for such special services and facilities shall be determined by the Board of Managers and may be charged directly to participating Unit owners and residents, or initially paid by the Association and levied as a special assessment due from the participants. Any amount so collected from a participant which exceeds all costs attributable to the provision of such special services and facilities for his benefit, as determined by the Board of Managers in its sole discretion, shall either be returned to such participant or credited toward future costs incurred for the provision of such special services and facilities for his benefit or, if he is a Unit owner, credited against any other amounts he owes or will owe to the Association. The Board of Directors may organize, or assist others in organizing, a separate corporation (for profit or not-for-profit) for the provision of any such services or facilities.

Section 4.9. Right to Cure Delinquencies. In the event any Unit owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed against his Unit ownership, the Board of Managers shall have the right to cure such default by paying the amount so owing to the party entitled thereto. Thereupon the Board may levy a special assessment against such Unit owner and his Unit for the amount so paid, and the Association shall automatically have a lien therefor against such Unit ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article VI of the Declaration.

ARTICLE V

DETERMINATION AND PAYMENT OF ASSESSMENTS

Section 5.1. Obligation of Owners to Pay Assessments and Make a Contribution to Working Capital. It shall be the duty of every Unit owner to pay his proportionate share of the expenses of administration, maintenance, and repair of the Common Areas and Facilities and of the other common expenses provided for in these Bylaws and in the Declaration. Such proportionate share shall be in the same ratio as his fractional ownership interest in the Common Areas and Facilities as set forth in the Declaration. Payment thereof shall be in such amounts and at such times as may be determined by the Board of Managers of the Association, as set forth below. Each Unit owner shall also be obligated to pay all special assessments and other costs and assessments properly chargeable to him and to his Unit. No assessments shall be levied by the Association until the date on which the deed is delivered to the eighth purchaser to whom Declarant transfers title to a Unit.

Each party purchasing a Unit from Declarant shall deposit with the Association, at the closing of his purchase, such sum as may be required by Declarant as the new Unit owner's initial contribution to the working capital of the Association. Such contribution shall be nonrefundable.

Section 5.2. Preparation of Estimated Budget and Annual Assessments. No later than during the tenth month of each fiscal year, the Board of Managers shall estimate the total amount necessary to pay: (i) the costs and expenses in connection with the operation and administration of the Condominium Property and the Association during the ensuing fiscal year (which shall be from January 1 of each calendar year through December 31 of that calendar year), including, but not limited to, the cost of wages, materials, equipment, insurance, services, supplies, and management fees, such amounts as may be required for the purchase or lease of any Unit to be acquired by the Association or its designee, and any sums necessary to make up any deficit in income from assessments in any prior year; (ii) an amount considered by the Board to be necessary or advisable for the funded reserve for contingencies and replacements; and (iii) any amounts which the Board may consider to be advisable for any other reserves it may establish.

The portion of each assessment payment made or to be made by each Unit owner which may appropriately be considered under generally accepted accounting principles as a contribution to capital and which the Board of Managers designates as such shall be designated separately as such on the records of the Association and on assessment notices sent to Unit owners. The portion of each assessment payment made or to be made by each Unit owner which is allocable to the reserve for contingencies and replacements and

the portion allocable to any other reserve shall also each be separately designated for those purposes on the records of the Association and on assessment notices sent to Unit owners. All amounts deposited in any reserve shall be kept in a separate trust account and shall be used only for the purposes for which such reserve was established.

On or before the first day of the eleventh month of each fiscal year, the Board of Managers shall notify each Unit owner in writing as to the total amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Unit owners and their respective Units according to each Unit owner's fractional ownership interest in the Common Areas and Facilities as set forth in the Declaration, and the amount of the annual assessment charged to the particular Unit owner shall be specified in such notice. For administration convenience, any such assessment may be rounded to the nearest whole dollar. Should the Association become the owner of any Units, the assessment which otherwise would be due and payable to the Association by the owner(s) of such Units, reduced by any income which may be derived from the leasing of such Units by the Association, shall be apportioned and the assessment thereof levied ratably among the owners of all Units which are not owned by the Association in proportion to each such Unit owner's fractional ownership interest in the Common Areas and Facilities.

The annual assessment charged against the owner of each Unit shall be payable to the Association (or to whom it may direct), in advance, in equal monthly installments, on or before the first day of each month of the fiscal year or in such other portions and on such other dates as the Board of Managers may fix from time to time; provided, however, that nothing shall prohibit any Unit owner from prepaying assessments in annual, semiannual, quarterly, or monthly increments. On or before the date of each annual meeting, the Board of Managers shall supply to all Unit owners, and also to any approved mortgagee which holds a first mortgage on one or more Units and which makes written request, an itemized accounting of the expenses for the preceding fiscal year which were actually incurred and paid, together with a tabulation of the annual and additional assessments collected pursuant to the estimates, amounts collected from special assessments, and all other income, and showing the net amount by which such total income exceeded or was short of the actual expenditures, plus reserves. Any amount (including any and all interest and charges, but not including the principal amount of special assessments collected) accumulated in excess of the amount required for actual expenses and reserves shall be credited, in proportion to each Unit owner's fractional ownership interest in the Common Areas and Facilities, to the Unit owners' respective accounts, except that any adjustments which may be appropriate shall be made with respect to any Unit owner who has not paid the full amounts assessed to him and his Unit.

Section 5.3. Additional or Adjusted Assessments. Should the Board of Managers at any time and from time to time determine, in the sole discretion of the Board, that the assessments or estimated amounts collected are or may be insufficient to pay the costs of operation and management of the Condominium Property, the Board of Managers shall have authority to levy such additional assessment or assessments as it shall deem warranted in accordance with each Unit owner's fractional ownership interest in the Common Areas and Facilities. The Board of Managers shall serve notice of such further assessment on all owners by a statement in writing giving the amount and reasons therefor; and such further assessment shall become effective 20 days after the delivery or mailing of such notice of further assessment, or if the Board of Managers so directs in such notice, with the next regular assessment payment which is due more than 20 days after the delivery or mailing of such notice. All Unit owners shall be obligated to pay the adjusted amount.

Section 5.4. Failure to Prepare Annual Budget. The failure or delay of the Board of Managers to prepare or serve the annual or an adjusted assessment on a Unit owner shall not constitute a waiver or release in any manner of such Unit owner's obligation to pay the costs and reserves, as herein provided, whenever the same shall be determined. In the absence of any annual or adjusted assessment, the Unit owners shall continue to pay the regular assessment installments on the dates and in the amount established for the previous period until the installment payment which is due more than 20 days after notice of such new annual or adjusted assessment shall have been mailed or delivered.

Section 5.5. Other Assessments.

(a) Capital Improvements. In addition to the annual assessments described above, the Board may levy in any fiscal year extra assessments (to the extent that any reserves therefor are not sufficient) for those structural alterations, capital additions to, or capital improvements of the Common Areas and Facilities: (i) which have been approved by Unit owners pursuant to Section 4.3 of these Bylaws or (ii) for which such approval is not required by said Section 4.3. No amounts may be assessed under this Section 5.5(a) except for specific alterations, additions, or improvements for which estimates have been obtained in advance; provided, however, that nothing in this Section shall prohibit the levying of assessments as a part of the annual "estimated cash requirement" to fund any reserve which may be established for capital improvements (in accordance with the provisions of Section 5.2, above), which such assessments are levied for possible future uses rather than for any specific capital improvement project.

Any assessment made pursuant to this Section 5.5(a) shall be prorated among all Unit owners in proportion to their respective undivided interests in the Common Areas and Facilities, and shall

become due and payable on such date or dates as the Board determines, which in no event shall be less than 20 days following the delivery or mailing of written notice to the Unit owners.

(b) Special Assessments. The Board shall 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 of the Declaration or these Bylaws to a particular Unit (such as, but not limited to, the cost of making repairs which are 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 charges). Any such assessment shall become due and payable ten days after the delivery or mailing of 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 share of such real estate taxes and assessments as a special 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 the Common Areas and Facilities attributable to that Unit. The calculation by the Association of the Units' shares of taxes and assessments shall be binding upon all Unit owners. The Board's power to levy special assessments for each Unit's share of real estate taxes shall continue with respect to the Common Areas and Facilities in the event that county officials fail to split real estate taxes and assessments respecting the Common Areas and Facilities and include them in separate tax bills for each Unit.

Section 5.6. Books and Records of Association. The Association shall keep full and correct books of account which shall be open for inspection by any Unit owner or any representative of a Unit owner duly authorized in writing, or by any approved mortgagee holding a first mortgage on one or more Units, at such reasonable time or times during normal business hours as may be requested by the owner, his representative, or an approved mortgagee. Upon ten days notice to the Board of Managers, any Unit owner shall be furnished a statement of his account, setting forth the amount of any unpaid assessments or other charges due and owing from such Unit owner.

Section 5.7. Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against fewer than all Unit owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) such funds shall be deemed to be held for the use, benefit, and account of all Unit owners in proportion to each Unit owner's fractional ownership interest in

the Common Areas and Facilities as provided in the Declaration. The Board of Managers may, in its sole discretion, take any action which it deems necessary as to the collection, holding, disbursement, or categorization of the reserve funds in order to comply with the provisions of the Internal Revenue Code, U.S. Treasury Regulations issued thereunder, and/or any ruling by the Internal Revenue Service as to the noninclusion of such funds in the taxable income of the Association.

Section 5.8. Annual Review of Financial Statements. After the Unit owners have assumed control of the Association as elsewhere provided in these Bylaws, an independent auditing firm shall review the Association's financial statements once a year at the Association's expense, and such review shall be completed prior to each annual meeting, unless Unit owners holding at least 75% of the voting power of the Association vote to dispense with such review for any given year. In addition, at any time requested by the owners of 25% or more of the Units, the Board of Managers shall cause an audit of the Association's financial statements to be made by an independent auditing firm, provided that the entire expense of such audit shall be paid solely by those Unit owners who requested it. Copies of financial statements prepared in connection with the annual review, referred to above, shall be provided upon request to any approved mortgagee holding a first mortgage on one or more of the Units.

Section 5.9. Encumbrancer's Statement and Right to Cure. Any encumbrancer may from time to time request in writing a written statement from the Board of Managers setting forth all unpaid amounts properly chargeable against the Unit covered by his or its encumbrance, which such request shall be complied with promptly. Any encumbrancer holding a lien on a Unit may pay any such unpaid amounts properly chargeable against such Unit, and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of his or its encumbrance, to the extent permitted by law.

ARTICLE VI

TRANSFERS AND MORTGAGES

Section 6.1. Restrictions on Transfers.

(a) Sale. The success of Concord Village Condominium will depend to a great extent on the forming of a congenial community by the various Unit owners. The proximity of the Units to each other creates a substantial degree of interdependence among Unit owners. Therefore, any owner other than Declarant who wishes to sell his Unit ownership shall give to the Board of Managers at least 30 days prior written notice, effective upon receipt, of the terms of any contemplated sale, together with the name and address of, and such additional information concerning, the proposed purchaser as may be requested by the Board. The

Board, acting on behalf of all Unit owners as provided below, shall at all times have the first right and option either to produce another purchaser to purchase such Unit ownership upon the same terms or to purchase such Unit ownership itself on behalf of all Unit owners, as provided below, upon the same terms. This option shall be exercisable for a period of 30 days following the date of receipt of such notice. If the proposed purchase shall be for a consideration which the Board deems inconsistent with the bona fide fair market value of such Unit ownership, however, the Board may elect to exercise such option in the manner, within the period, and on the terms set forth in the second paragraph of subsection (b) of this Section 6.1.

If said option is not exercised by the Board of Managers within the option period set forth above, the owner may, at the expiration of said period, contract to sell such Unit ownership to the proposed purchaser named in such notice upon the terms specified therein. If the Board does exercise said option within the option period, the owner proposing the sale shall be bound to close the sale with the Board or with the purchaser produced by the Board, as the case may be.

(b) Gift. Any owner other than Declarant who wishes to make a gift of his Unit ownership or any interest therein to any person or persons who would not be heirs-at-law of the owner under the Ohio Statute of Descent and Distribution were he to die 90 days prior to the contemplated date of such gift, shall give to the Board of Managers written notice of his intent to make such gift not less than 90 days prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The Board of Managers, acting on behalf of all Unit owners, as provided below, shall at all times have the first right and option to purchase or provide a purchaser for such Unit ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided.

Not more than 15 days after receipt of said written notice by the Board of Managers, the Board and the owner desiring to make such conveyance shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within 15 days after the appointment of the third said arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the Unit ownership or interest therein which the owner contemplates conveying, and shall thereupon give written notice of such determination to the owner and the Board of Managers. The Board's option to purchase or to provide a purchaser for the Unit ownership or interest therein shall expire 45 days after the date of receipt by it of such notice.

(c) Devise. In the event any owner dies leaving a will devising his Unit ownership, or any interest therein, to any person or persons not heirs-at-law of the deceased owner under the

Ohio Statute of Descent and Distribution, and said will is admitted to probate, the Board of Managers, acting on behalf of all Unit owners as provided below, shall have a like option (to be exercised in the manner set forth below) to purchase or to provide a purchaser for said Unit ownership or interest therein either from the devisee or devisees thereof named in said will or, if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value, to be determined by arbitration.

Within 60 days after the appointment of a personal representative for the estate of the deceased owner, the Board of Managers shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within 15 days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within 15 days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the Unit ownership or interest therein devised by the deceased owner, and shall thereupon give written notice of such determination to the Board of Managers and said devisee or devisees, or personal representative, as the case may be.

The Board's right to purchase or provide a purchaser for the Unit ownership or interest therein at the price determined by the three arbitrators shall expire 60 days after the date of receipt by it of such notice from the arbitrators, if the personal representative of the deceased owner is empowered to sell, and shall expire ten months after the appointment of a personal representative who is not so empowered to sell. The Board of Managers shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the right of the Board of Managers or its authorized representative, pursuant to authority given to the Board of Managers by the owners as hereinafter provided, to bid at any sale of the Unit ownership or interest therein of any deceased owner, which said sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased owner's estate which contains his Unit ownership or interest therein.

(d) Involuntary Sale. In the event any Unit ownership or interest therein is sold at a judicial or execution sale, other than a mortgage foreclosure sale exempted by subsection (e) of this Section 6.1, below, the person acquiring title through such sale shall, before taking possession of the Unit so sold, give the Board of Managers not less than 30 days written notice, effective upon receipt, of his intention to do so. The Board of Managers,

acting on behalf of all Unit owners as hereinafter provided, shall then have an irrevocable option to purchase or provide another purchaser for such Unit ownership or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board of Managers within said 30 days after receipt of such notice, it shall thereupon expire, and said purchaser may thereafter take possession of said Unit. The Board of Managers shall be deemed to have exercised its option if it tenders the required sum of money to the said purchaser within said 30-day period.

(e) Exemption. The foregoing provisions of this Section 6.1 shall not be applicable to: (i) a voluntary conveyance to an approved mortgagee in lieu of foreclosure; (ii) to a foreclosure sale initiated or requested in a cross-claim by an approved mortgagee; (iii) to a sale by an approved mortgagee after it has acquired title to a Unit either by deed in lieu of foreclosure or at a foreclosure sale; or (iv) to any sales to purchasers procured by or through Declarant for its own account.

Section 6.2. Release or Waiver. Upon the written consent of three of the members of the Board of Managers, any of the options contained in this Article VI may be released or waived; and the Unit ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, given, and taken by devisees free and clear of the provisions of this Article.

Section 6.3. Notice to Association. In order to enable the Association to keep accurate records, any Unit owner transferring any interest in a Unit by sale or gift shall give the Association written notice within five days after such transfer of the name and address of the transferee and the interest which has been transferred to such transferee. This requirement shall be in addition to, and not in place of, any other applicable notice requirements of this Article.

Section 6.4. Consent of Voting Members. The Board of Managers shall not exercise any option hereinabove set forth to purchase any Unit ownership or interest therein without the prior approval of those members, whose Unit ownerships are not the subject matter of such option, who are entitled to exercise not less than 75% of the voting power in the Association. The Board of Managers may bid to purchase at any sale of a Unit ownership or interest therein, including any mortgage foreclosure sale, which said sale is held pursuant to an order or direction of a court, upon the prior approval of the aforesaid voting members, which said approval shall set forth a maximum price which the Board of Managers is authorized to bid and pay for said Unit or interest therein. The aforesaid option shall be exercised by the Board of Managers for the use and benefit of all Unit owners.

Section 6.5. Financing of Purchase Under Option.

(a) Acquisition of Unit ownership or any interest therein under the provisions of this Article may be made from any appropriate funds. If such funds are insufficient, the Association shall levy a special assessment for the deficiency against all Unit owners in proportion to their respective percentages of ownership interest in the Common Areas and Facilities, which assessment shall become a lien and be enforceable in the same manner as provided in Article VI of the Declaration.

(b) The Board of Managers, in its discretion, may borrow money to finance the acquisition of any Unit ownership or interest therein authorized by this Article, but no financing may be secured by an encumbrance or hypothecation of any portion of the Condominium Property other than the Unit ownership or interest therein to be acquired. The loan documents evidencing such borrowing may be executed by the members of the Board of Managers, a nominee of the Board of Managers, or by a land trust of which the Association shall be the beneficiary.

Section 6.6. Title to Acquired Interests. Unit ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the Association or its designee (corporate or otherwise), or by land trust of which the Association shall be the beneficiary. Such holding shall be in trust for the benefit of all Unit owners. Said Unit ownerships or interests therein shall be sold or leased by the Board of Managers for the benefit of all Unit owners.

Section 6.7. Mortgage. No Unit owner shall mortgage his Unit or any interest in it without the prior approval of the Board of Managers, except to a bank, life insurance company, or savings and loan association ("institutional mortgagees") or to a vendor to secure all or a portion of the purchase price of such Unit or interest therein. The approval of any mortgagee which is not such a vendor or institutional mortgagee may be upon any conditions determined by the Board of Managers or may be arbitrarily withheld.

Any owner who mortgages his Unit at the time of acquisition or at any time(s) subsequent shall notify the Association, in such manner as the Association may direct, of the name and address of his mortgagee and thereafter shall notify the Association of the payment, cancellation, or other alteration in the status of such mortgage. The Association shall maintain such information in a book entitled "Mortgagees of Units".

Section 6.8. Proof of Compliance, Waiver, and Termination of Option. A certificate executed and acknowledged by the Secretary of the Board of Managers stating that the provisions of this Article VI as hereinabove set forth have been met by a Unit owner

or duly waived by the Board of Managers and/or that the rights of the Board of Managers hereunder have terminated, shall be conclusive upon the Board of Managers, the Association, and the Unit owners in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Unit owner, or approved mortgagee of such Unit owner, who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived or have terminated, upon request at a reasonable fee, not to exceed \$10.

Section 6.9. Violations of Article VI. Any sale, gift, acquisition through devise, or mortgage completed without complying with the provisions of this Article VI shall, at the option of the Association, be voidable by the Association. The Association shall have the right to take immediate possession of any Unit sold, acquired by devise, or given in violation of the terms of this Article VI and to terminate the use and occupancy by any person not rightfully in possession thereof.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1. Copies of Notice to Mortgage Lenders. Upon written request to the Board of Managers and upon payment of any applicable fee or charge, an approved mortgagee which holds any duly recorded mortgage or trust deed against any Unit ownership shall be given a copy of any notice, statement, or certificate permitted or required by the Declaration or these Bylaws to be given to the owner or owners whose Unit ownership is subject to such mortgage or trust deed, even if such Unit owner or Unit owners have waived the right to receive such notice.

Section 7.2. Service of Notices, Statements, or Certificates.

(a) To the Board or Association. Any notice required to be given to the Board of Managers or to the Association may be given in the manner specified by such requirement or may in each case be delivered to any member of the Board of Managers or officer of the Association, either personally or by certified mail addressed to such member or officer at his residence.

(b) To a Unit Owner. Except where otherwise expressly provided, any notice required to be given to a Unit owner shall be effective if mailed or delivered in a writing to the owner's Unit, unless the Unit owner has delivered prior 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 effective notice to that Unit owner.

(c) To a Devisee or Personal Representative. Notices required to be given any devisee or personal representative of a deceased owner may be delivered either personally or by certified mail to such party at his address appearing on the records of the court wherein the estate of such deceased owner is being administered.

Section 7.3. Nonwaiver of Covenants. No covenants, restrictions, conditions, obligations, or provisions contained in the Declaration or these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 7.4. Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedure established in the Declaration and in these Bylaws shall be deemed to be binding on all Unit owners, their successors and assigns.

Section 7.5. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants, or rights created by these Bylaws shall be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision, (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common law rule imposing time limits, then such provision shall continue only until 21 years after the death of the last survivor of the now living descendants of Frank A. Grisez and Thomas C. Grisez.

Section 7.6. Severability. The invalidity of any covenant, restriction, condition, limitation, or any other provision of these Bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability, or effect of the remainder of these Bylaws.

Section 7.7. 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 to corporations, partnerships, men, or women shall in all cases be assumed as though in such case fully expressed.

Section 7.8. Captions. The captions to each Article and to each Section hereof are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of these Bylaws nor in any way affect these Bylaws.

IN WITNESS WHEREOF, this instrument was duly executed at Canton, Ohio, on the date(s) indicated below.

Signed and acknowledged in the presence of:

Mary Ellen McCay
Mary Ellen McCay
Mary Ellen McCay
Mary Ellen McCay

CONCORD HOMES CORP., an Ohio corporation

By Thomas C. Grisez Its President

DATE: September 17, 1981

By Frank A. Grisez Its Secretary

DATE: September 17, 1981

DECLARANT and SOLE UNIT OWNER

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public, in and for said county and state, personally appeared the above-named Concord Homes Corp., an Ohio corporation, by Thomas C. Grisez its President, who acknowledged that he did sign the foregoing instrument for and on behalf of said corporation and that the same is his free act and deed and the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal at Canton, Ohio, this 17th day of September, 1981.

Norma Capoccia
Notary Public
NORMA CAPOCCIA
Notary Public, State of Ohio
My Commission Expires June 12, 1985

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public, in and for said county and state, personally appeared the above-named Concord Homes Corp., an Ohio corporation, by Frank A. Grisez its Secretary, who acknowledged that he did sign the foregoing instrument for and on behalf of said corporation and that the same is his free act and deed and the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal at Canton, Ohio, this 17th day of September, 1981

Norma Capoccia
Notary Public
NORMA CAPOCCIA
Notary Public, State of Ohio
My Commission Expires June 12, 1985

EXHIBIT B
to
Declaration - Concord Village Condominium

LEGAL DESCRIPTION OF
PARCEL 1

Situated in the City of North Canton, County of Stark, and State of Ohio:

Known as and being Lot No. 5569 in the City of North Canton, Ohio, as the same is shown and delineated on the plat of Beechwood Commons in Plat Book 49, Page 10, Stark County, Ohio, Record of Plats, but subject to all legal highways and other matters of record.

EXHIBIT B

EXHIBIT C
to
Declaration - Concord Village Condominium

LEGAL DESCRIPTION OF
PARCEL 2

Situated in the City of North Canton, County of Stark, and State of Ohio:

Known as and being Lot No. 5570 in the City of North Canton, Ohio, as the same is shown and delineated on the plat of Beechwood Commons in Plat Book 49, Page 10, Stark County, Ohio, Record of Plats, but subject to all legal highways and other matters of record.

EXHIBIT C

EXHIBIT D
to
Declaration -- Concord Village Condominium

INFORMATION CONCERNING THE UNITS

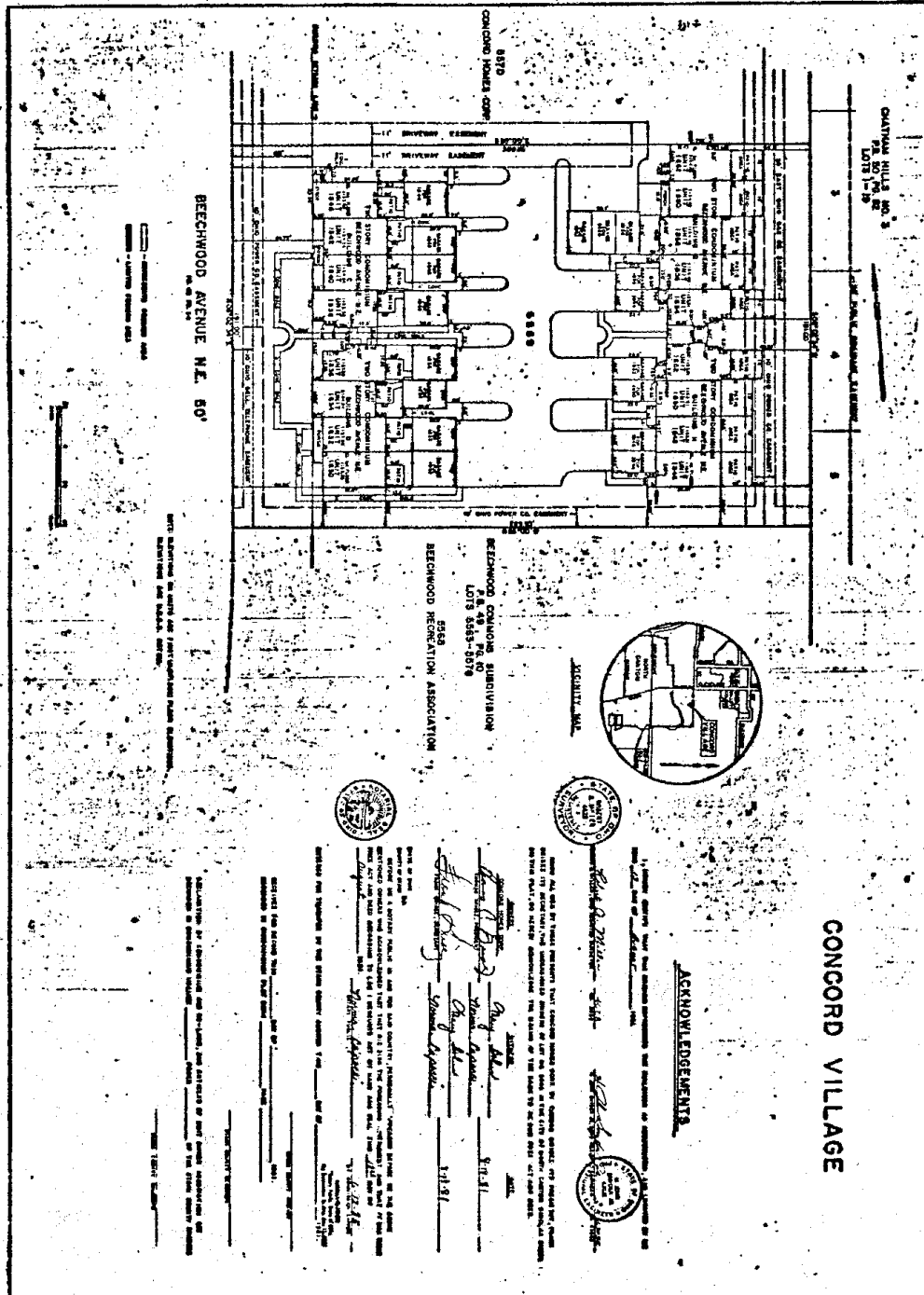
Each of the 17 Units is a two-story townhouse, with a full basement (unfinished) which includes laundry hookups. The kitchen, dining area, living room (which contains a fireplace), and lavatory are located on the first floor. The second story has two bedrooms and a full bathroom. The approximate floor area of Units 1830 and 1846 is 1607 square feet, of Units 1832 and 1834 is 1629 square feet, of Units 1840, 1842, 1848, 1850, 1856, 1858, and 1860 is 1618 square feet, and of Unit 1844 is 1653 square feet (each of which is built on the "York" floor plan type). The approximate floor area of Units 1836 and 1862 is 1501 square feet and of Unit 1854 is 1524 square feet (each of which is built on the "Westbrook" floor plan type). The approximate floor area of Unit 1838 is 1493 square feet and of Unit 1852 is 1471 square feet (each of which is built on the "Andover" floor plan type which features a living room ceiling that slopes upward to the height of the second story ceiling). Each of the total floor areas just specified is divided among the three floors of the respective Units.

Units 1830-1836 are located in Building D (the southernmost building on the western half of the parcel; Units 1838-1844 are located in Building C (the building immediately north of Building D); Units 1846-1852 are located in Building H (the southernmost building in the eastern half of the parcel); and Units 1854-1862 are located in Building G (the building immediately north of Building H). Units are positioned within the buildings in ascending consecutive numerical order (even numbers only) from south to north.

Each Unit has both a main entry way on the first floor, which opens directly to the outdoors onto a stoop, landing, or covered entrance area (which are Limited Common Areas and Facilities) and a patio door which opens onto a concrete patio and grass or planting area that runs the width of the Unit and which in Buildings C and D constitutes a small courtyard between the Units and the garage buildings. These patio or courtyard facilities (both the concrete and the grass or planting portion) are not a part of the Units, but are designated as Limited Common Areas for the exclusive use of the Units to which they are adjacent and appurtenant. Likewise, the 17 separate garage spaces (one of which has been reserved for the exclusive use of the residents of each of the 17 Units, respectively) are a portion of the Limited Common Areas rather than a part of the respective Units that they serve. Those Units in Buildings G and H which are adjacent to a garage building also have direct access to the garage space reserved for such Unit through a door in the wall separating the Unit and the garage area.

EXHIBIT D

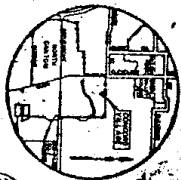
EXHIBIT E to Declaration
Concord Village Condominium



BEECHWOOD AVENUE N.E. 60'

RECONWOOD CONDOMINIUM SUBDIVISION
P.L. 43 P.L. NO.
LOTS 5553-5578

RECONWOOD RECREATION ASSOCIATION



CONCORD VILLAGE

ACKNOWLEDGEMENTS

I, _____, Secretary of the _____, do hereby certify that the foregoing is a true and correct copy of the Declaration of Condominium for the Concord Village Condominium as recorded in the public records of the State of Ohio on the _____ day of _____, 1981.

WITNESSED my hand and the seal of the State of Ohio on the _____ day of _____, 1981.

Notary Public for the State of Ohio

CONCORD VILLAGE CONDOMINIUM
LOT 5569 IN RECONWOOD COMMONS SUBDIVISION
CITY OF NORTH CANTON, OHIO

COOPER AND ASSOCIATES
CORPORATE ATTORNEYS
1000 WEST 10TH STREET
CANTON, OHIO 44703

RECORDING	DATE	BY

EXHIBIT E-1A
to

VOL 3 PAGE 467

Declaration -- Concord Village Condominium

THE WILSON ARCHITECTURAL GROUP

1225 North Main St. • North Canton, Ohio 44720 • (216) 494-5451



CERTIFICATE OF ARCHITECT

I hereby certify that the following drawings labeled as Exhibit E-2 through E-22 accurately represent the buildings as constructed for the project known as "Concord Village" located in North Canton, Ohio.

14-SEPT-81
Date

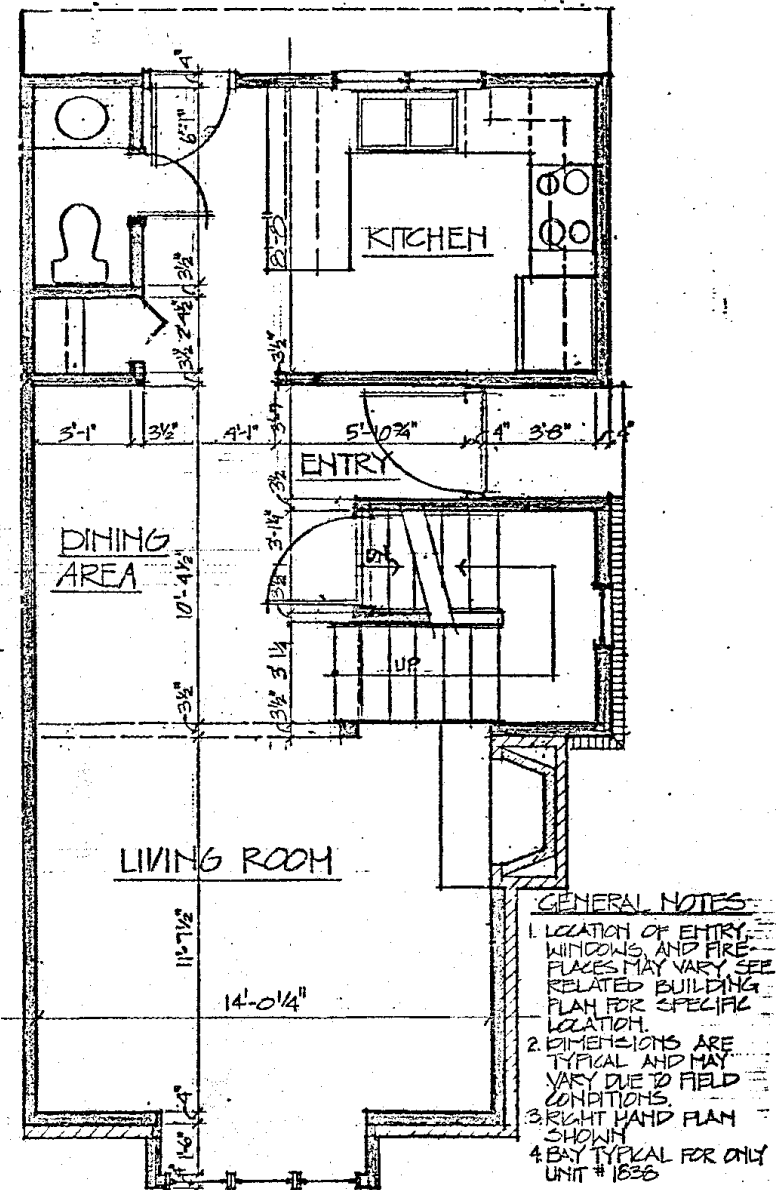
Architecture
Engineering
Planning &
Development

EXHIBIT E-1A

EXHIBIT E-2

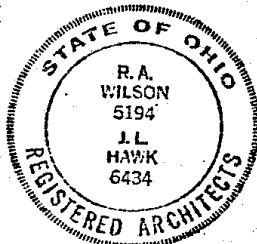
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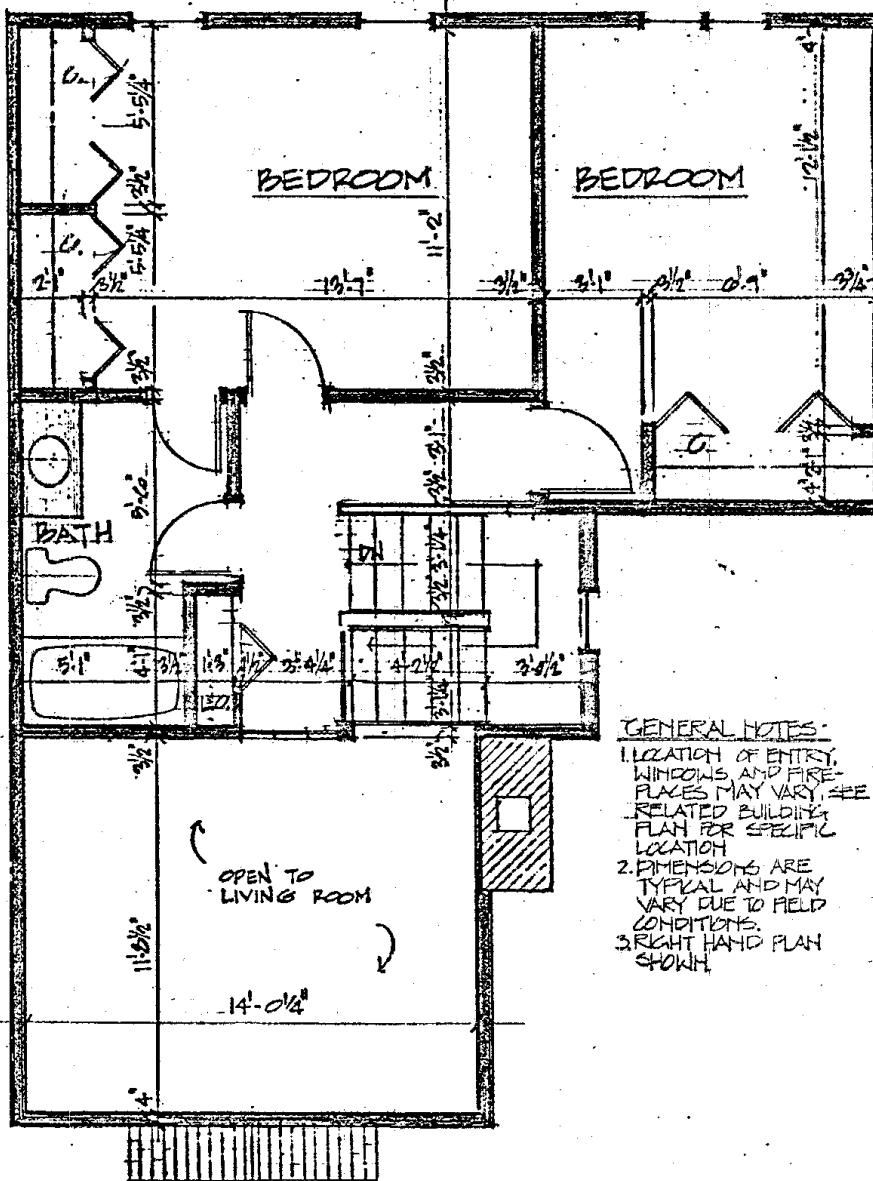
Declaration -- Concord Village Condominium



First Floor

ANDOVER





GENERAL NOTES:
1. LOCATION OF ENTRY, WINDOWS AND FIRE PLACES MAY VARY, SEE RELATED BUILDING PLAN FOR SPECIFIC LOCATION
2. DIMENSIONS ARE TYPICAL AND MAY VARY DUE TO FIELD CONDITIONS.
3. RIGHT HAND PLAN SHOWN.

Second Floor

ANDOVER

EXHIBIT E-3

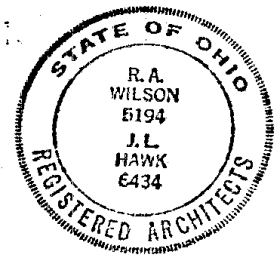
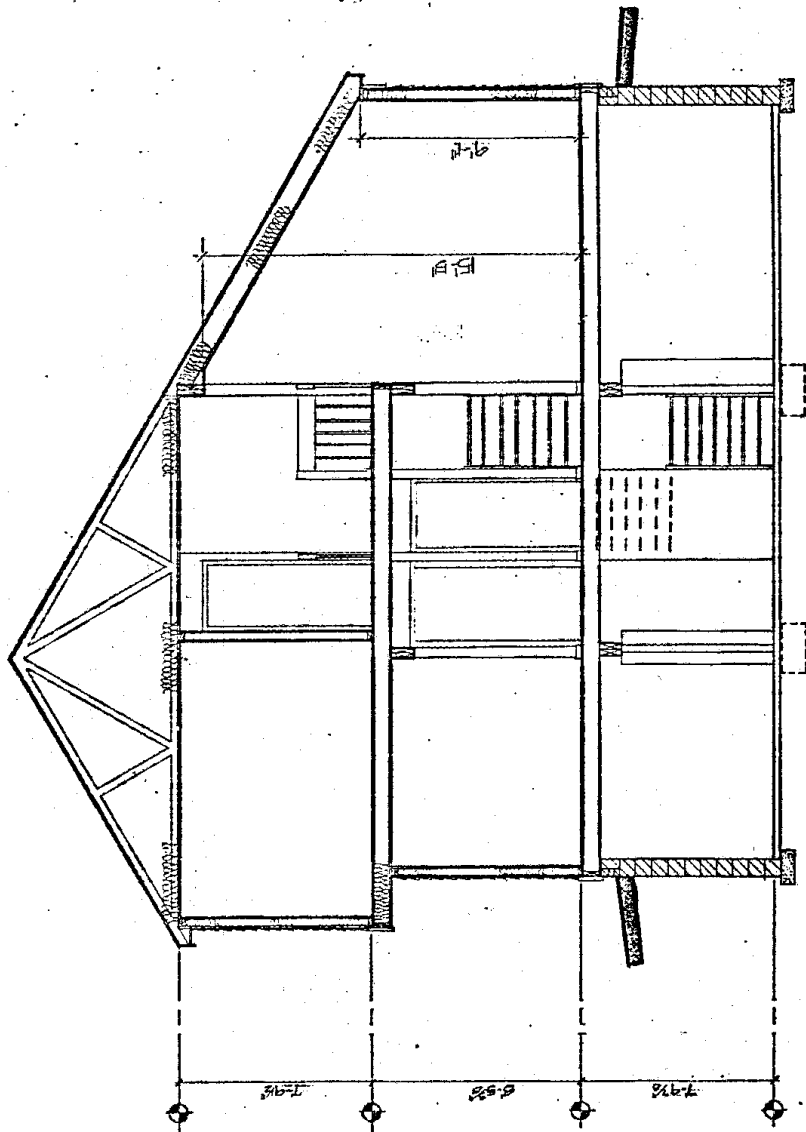


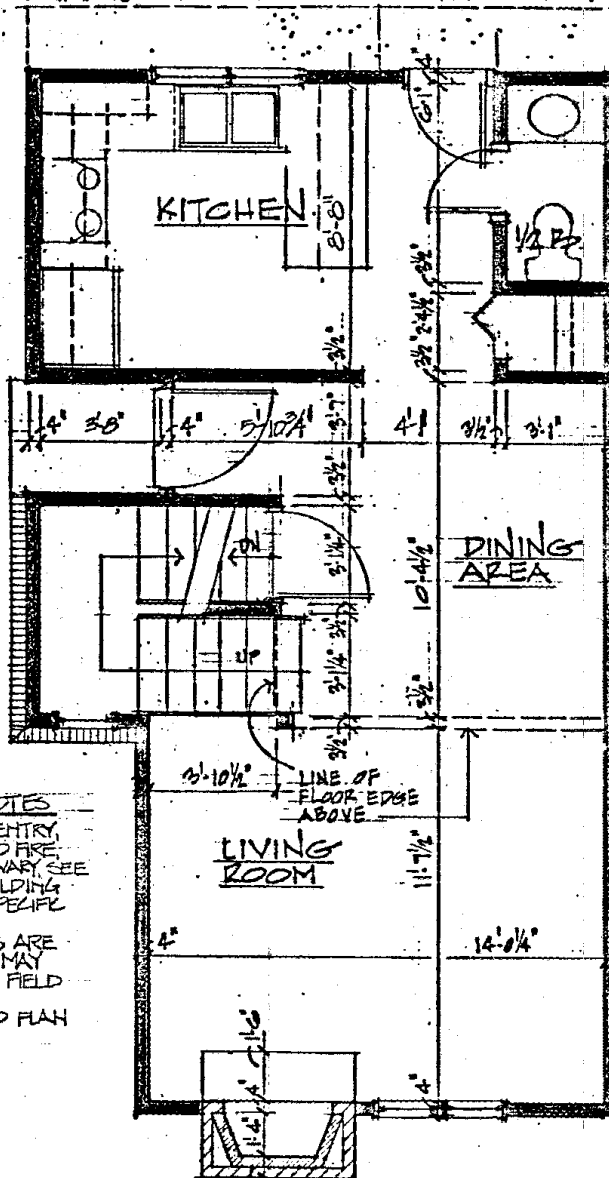
EXHIBIT E-4
to
Declaration -- Concord Village Condominium



Cross Section

ANDOVER





GENERAL NOTES
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First Floor

WESTBROOK

EXHIBIT E-5

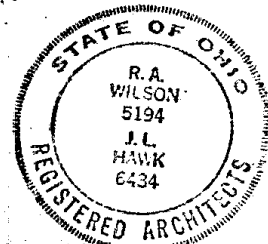
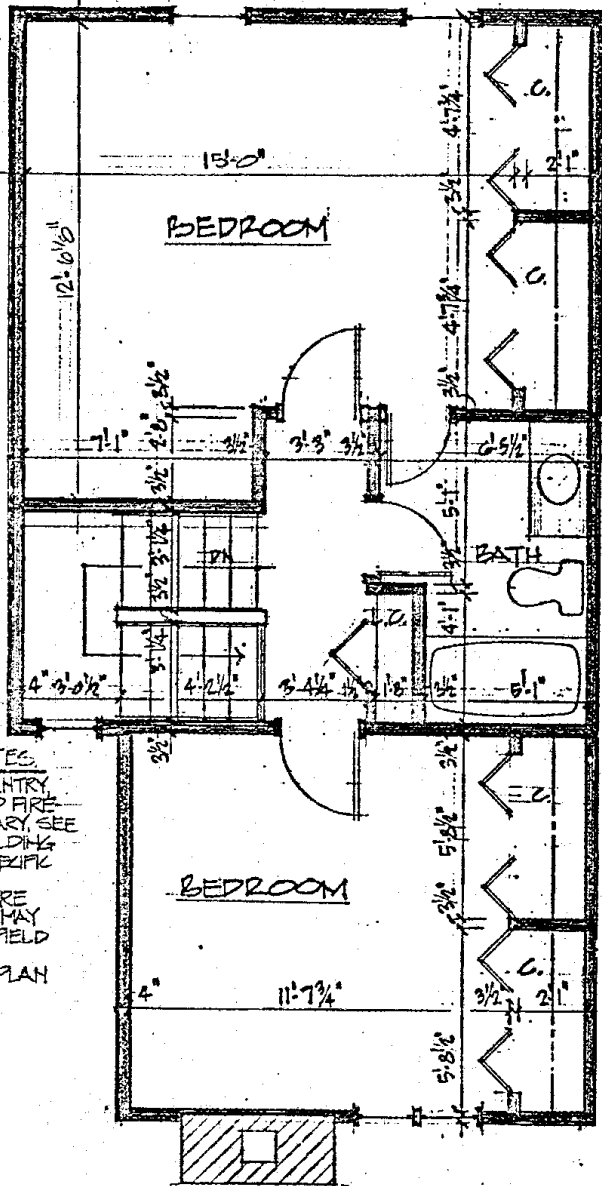


EXHIBIT E-6

to

Declaration -- Concord Village Condominium



GENERAL NOTES

- 1. LOCATION OF ENTRY, WINDOWS, AND FIRE PLACES MAY VARY. SEE RELATED BUILDING PLAN FOR SPECIFIC LOCATION.
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Second Floor

WESTBROOK

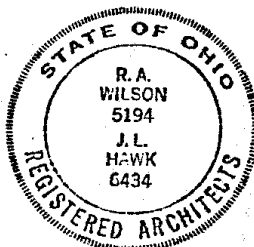


EXHIBIT E-7
to
Declaration -- Concord Village Condominium

VOL 3 PAGE 473

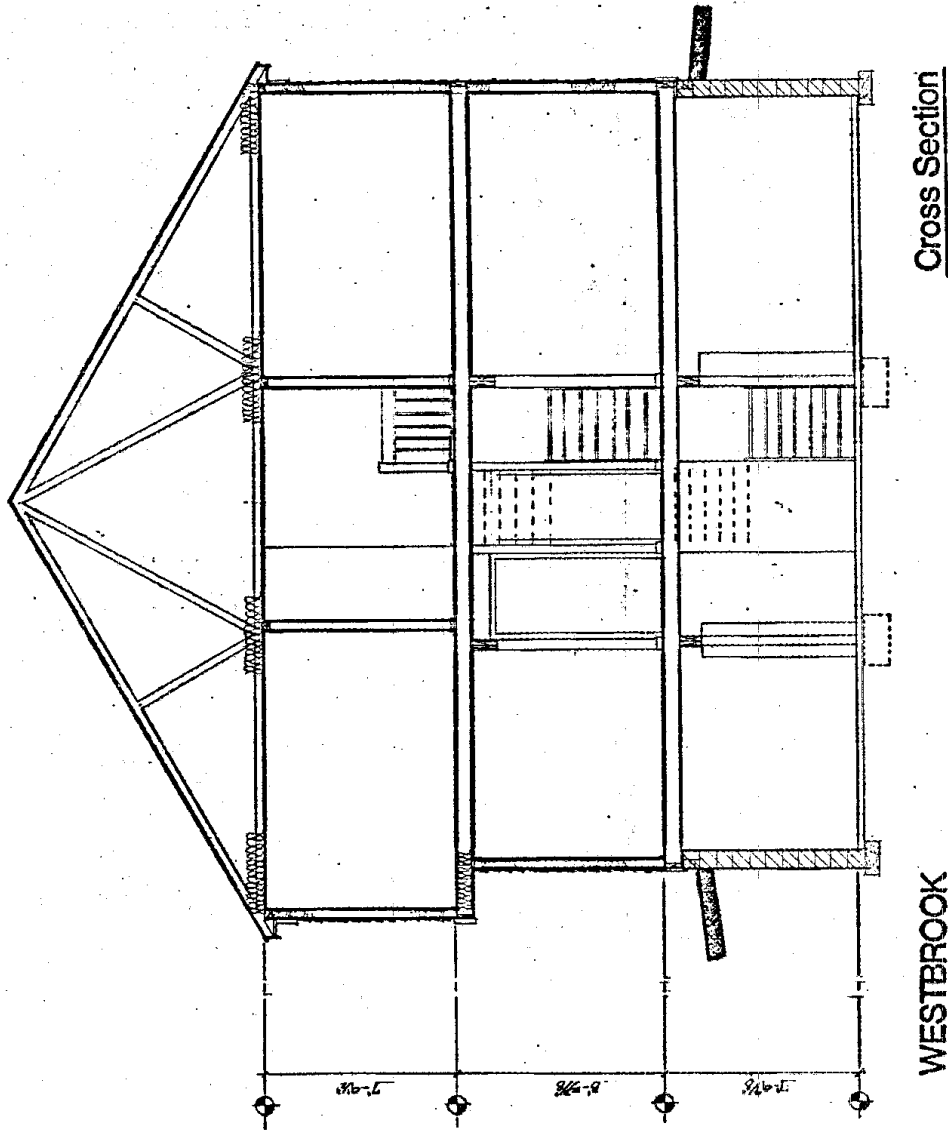


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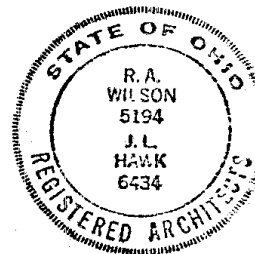
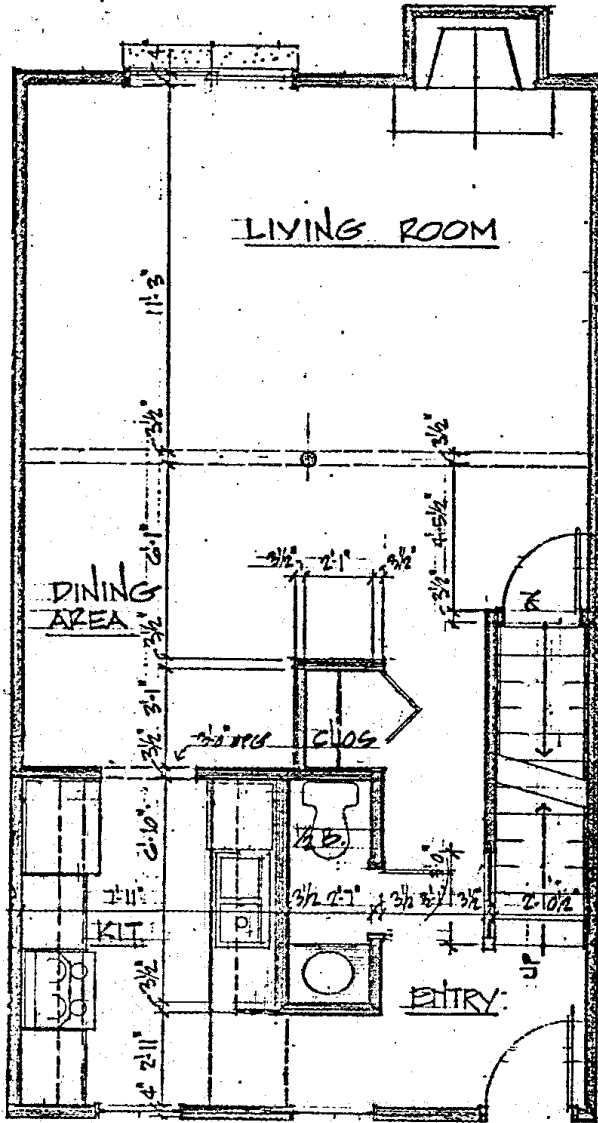


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Declaration -- Concord Village Condominium

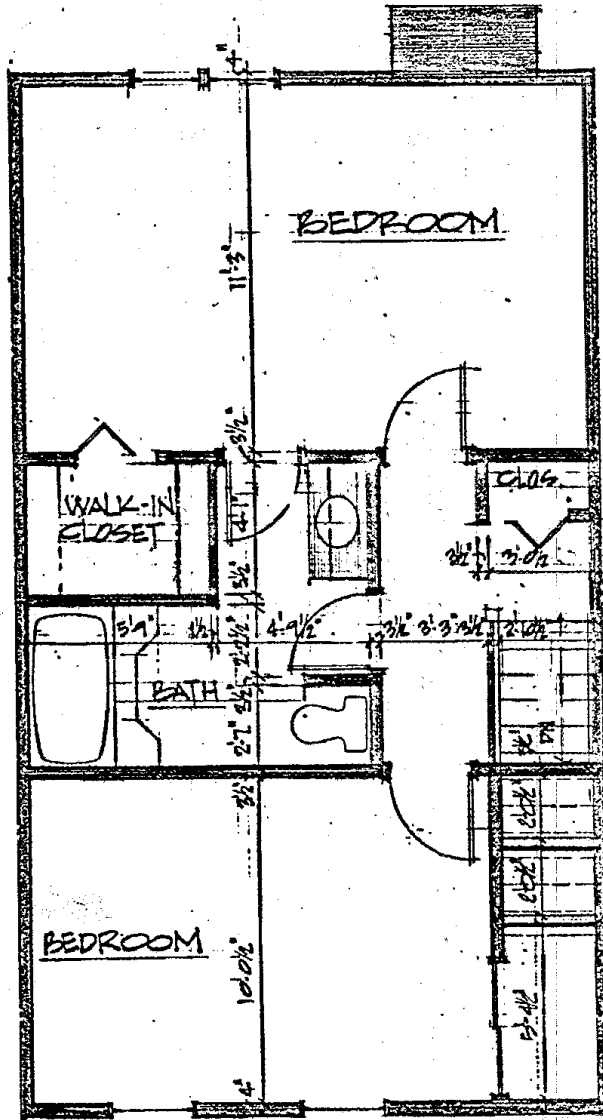


First Floor

YORK

- GENERAL NOTES
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 2. DIMENSIONS ARE TYPICAL AND MAY VARY DUE TO FIELD CONDITIONS.
 3. RIGHT HAND PLAN SHOWN.





Second Floor

YORK

- GENERAL NOTES
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EXHIBIT E-10
to
Declaration -- Concord Village Condominium

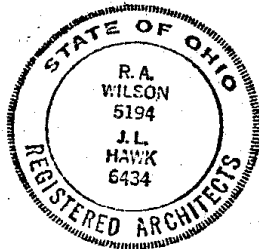
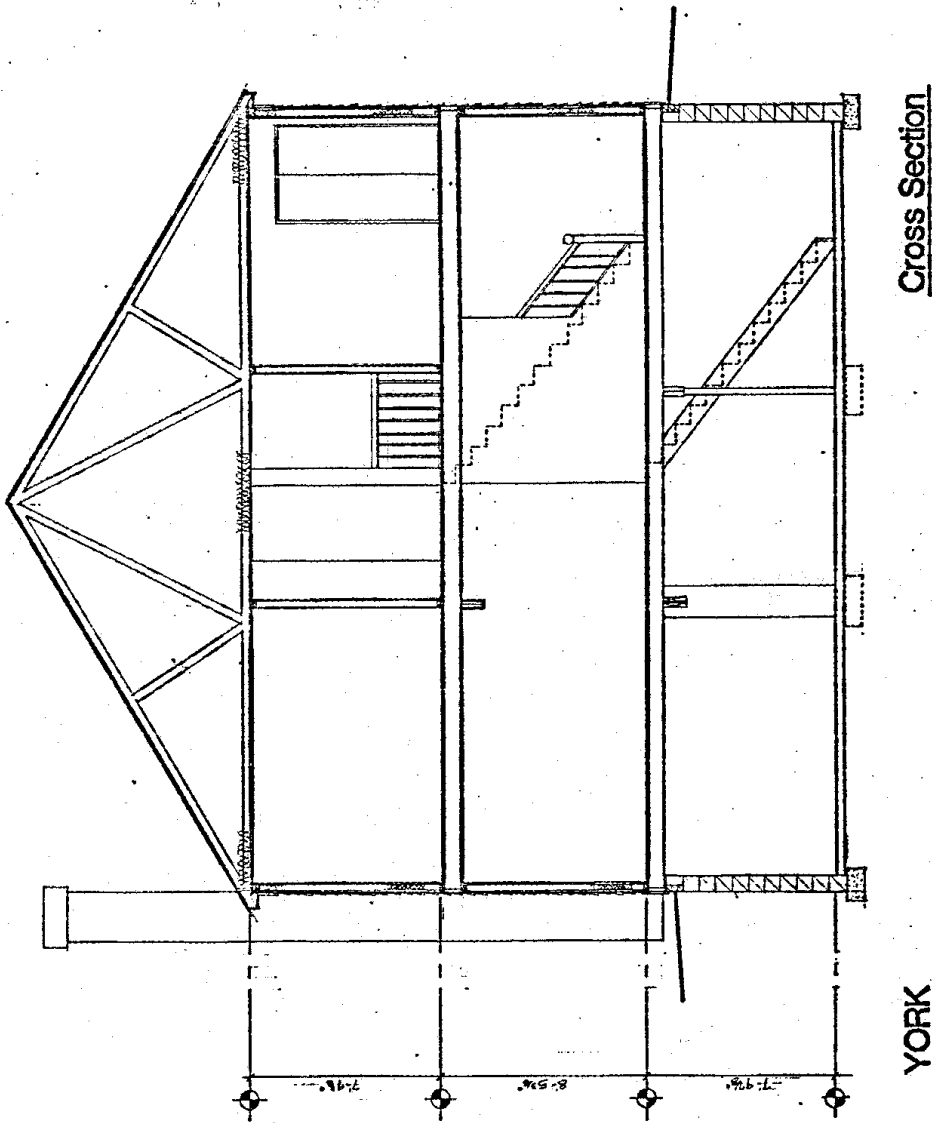
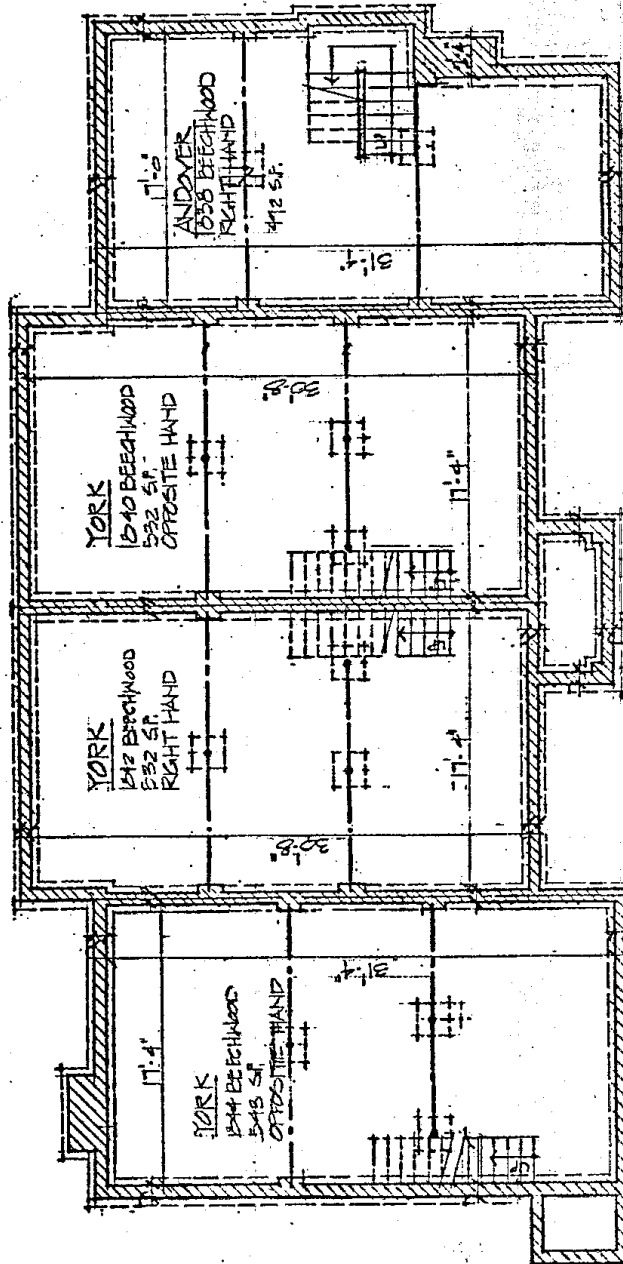


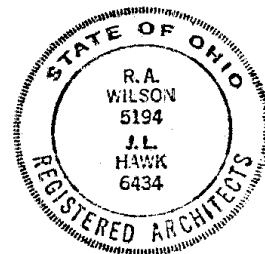
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to
Declaration -- Concord Village Condominium

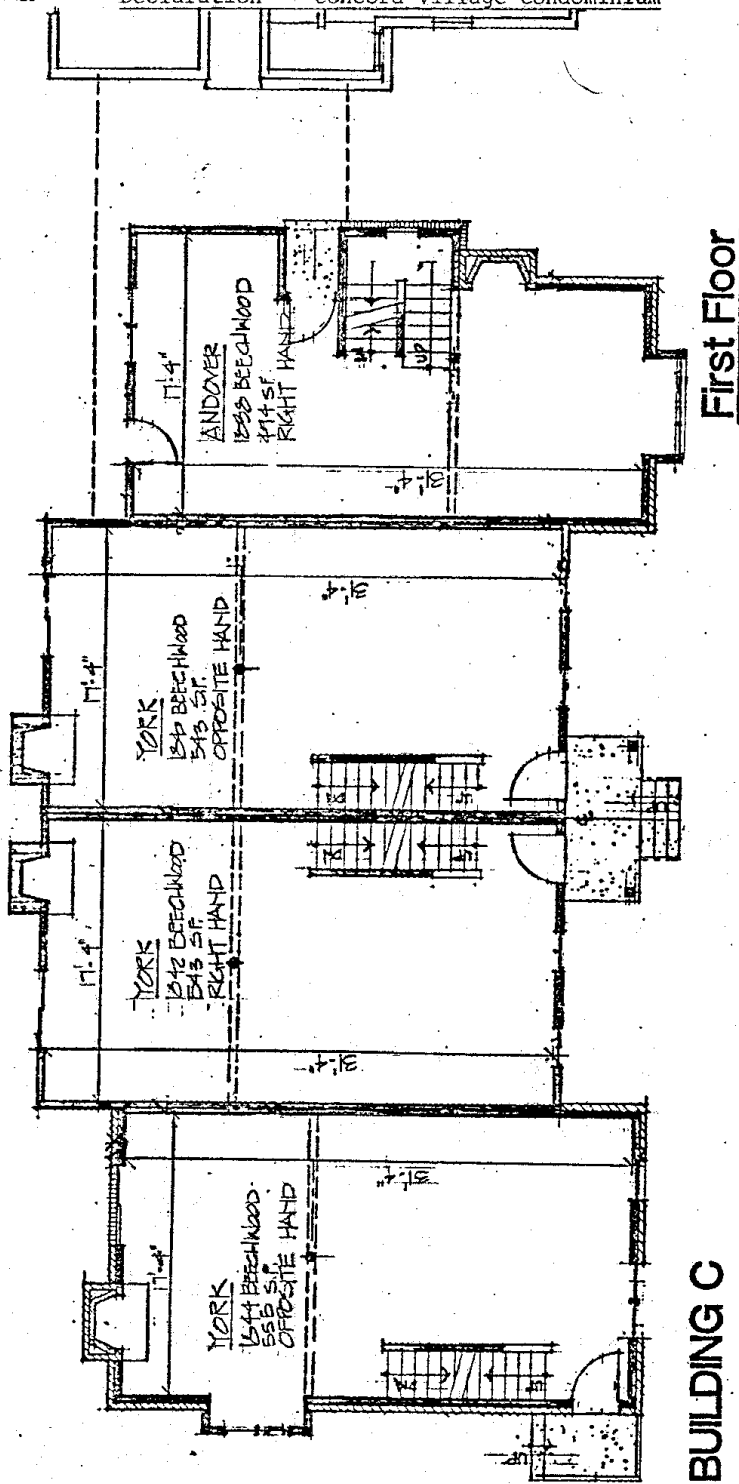
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Basement

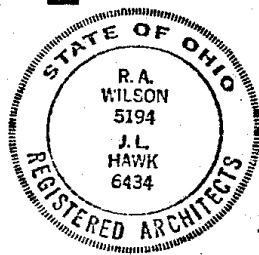
BUILDING C

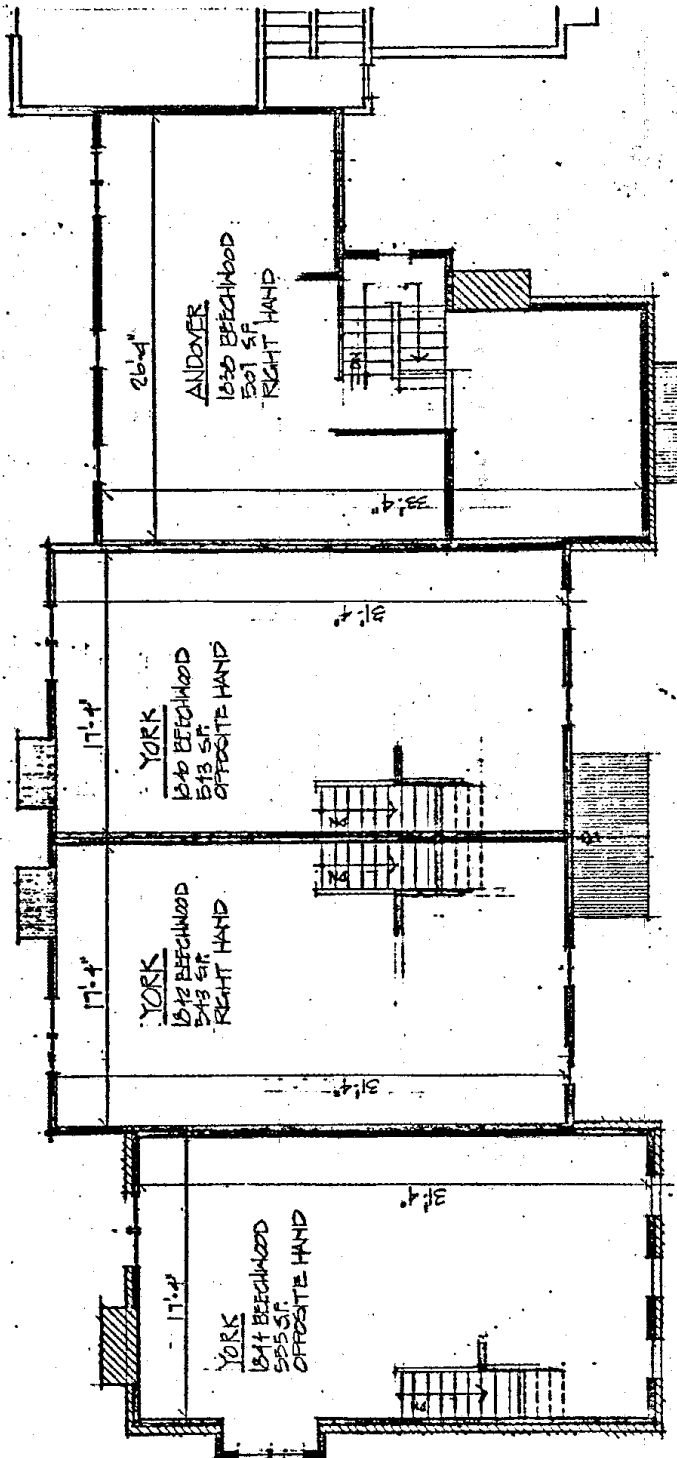




First Floor

BUILDING C





Second Floor

BUILDING C

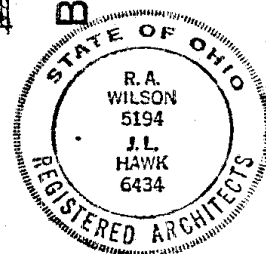
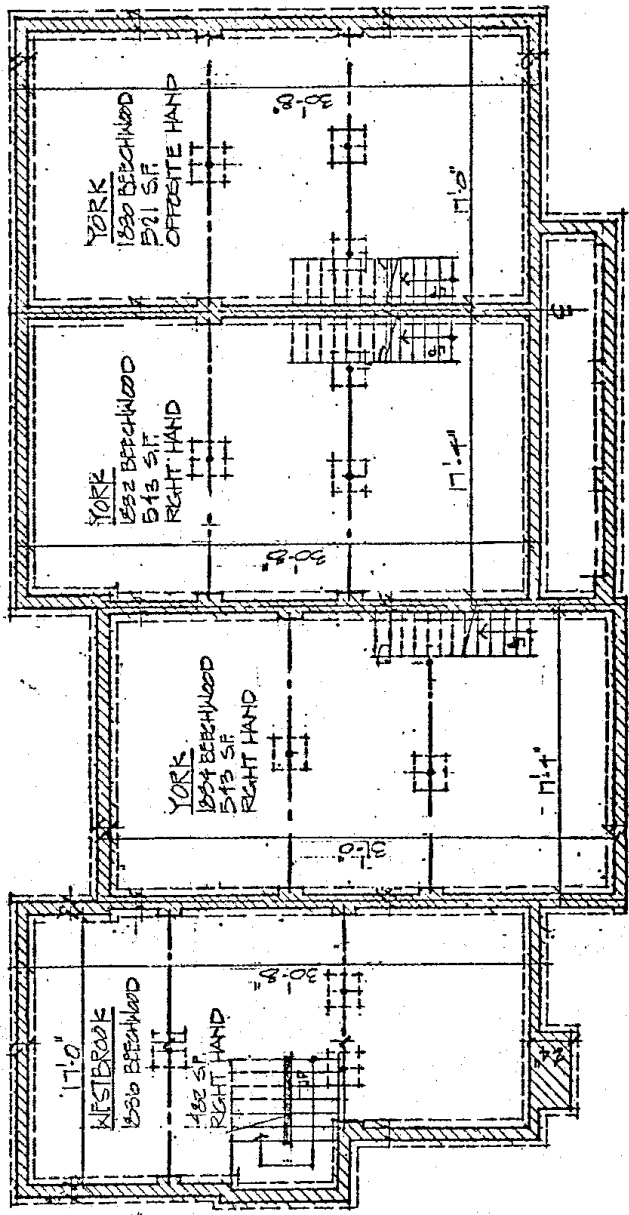
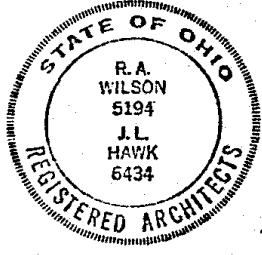


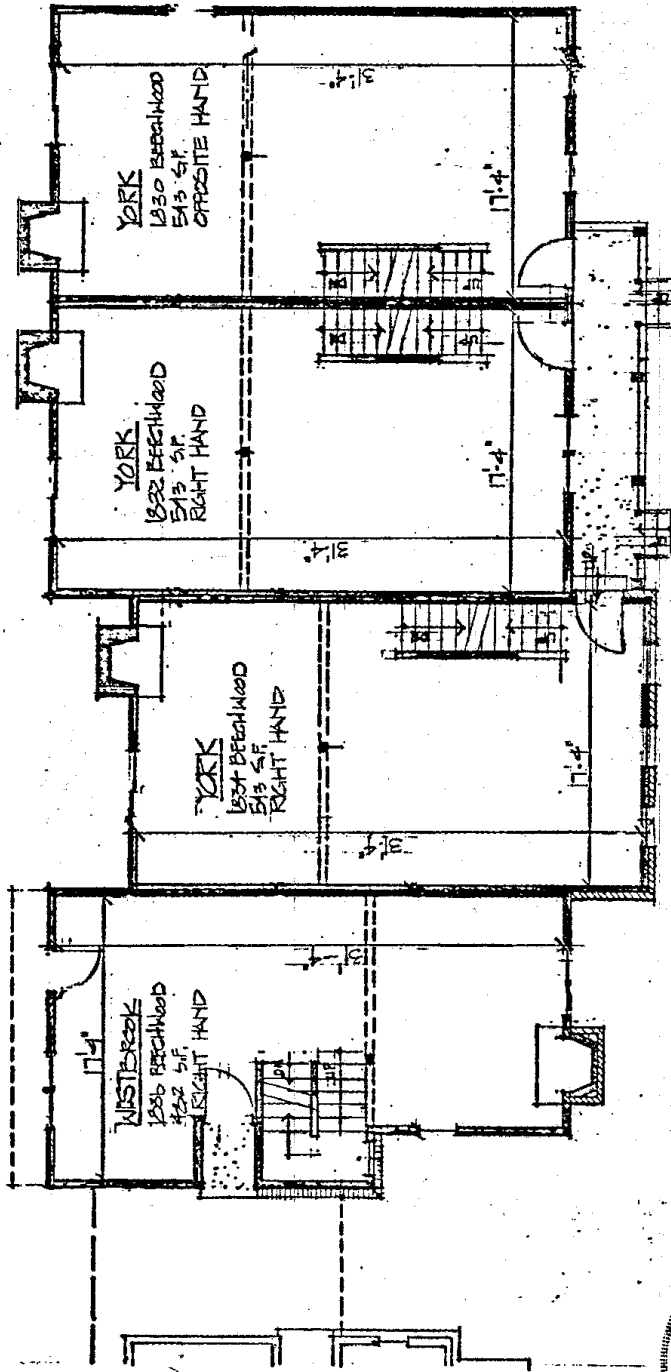
EXHIBIT E-14
to
Declaration -- Concord Village Condominium



Basement

BUILDING D





First Floor

BUILDING D

EXHIBIT E-15

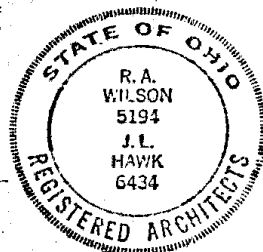
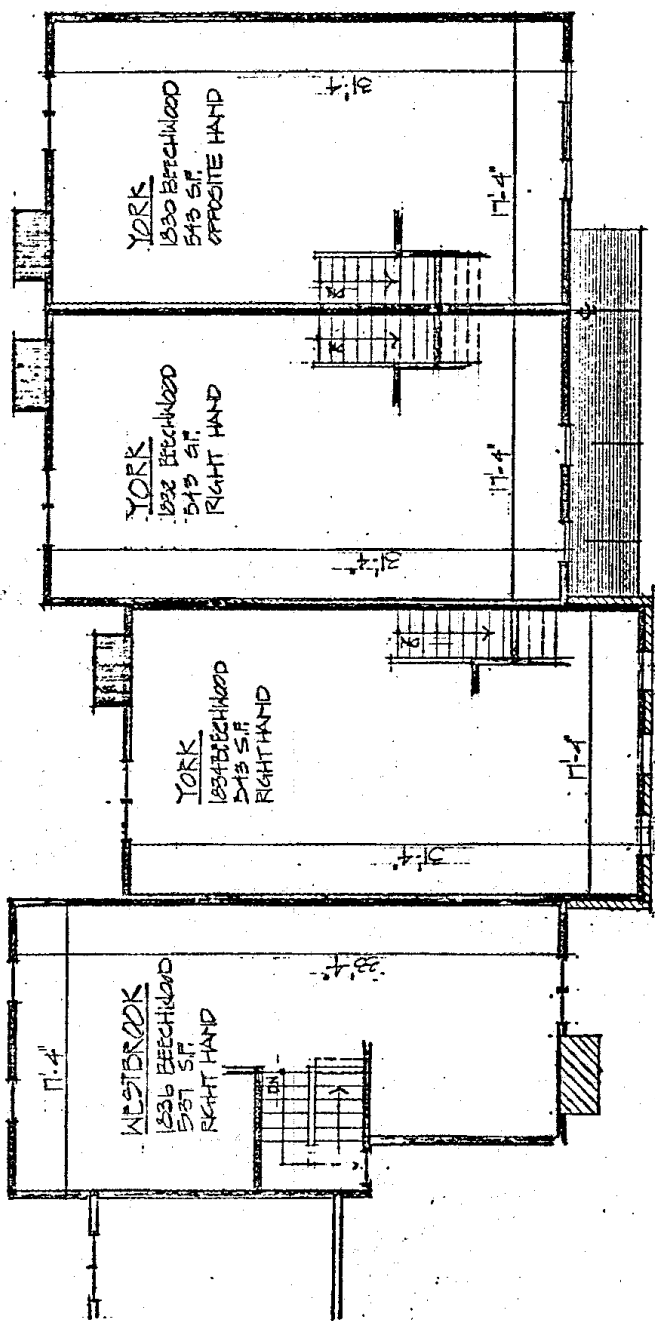


EXHIBIT E-16
to
Declaration -- Concord Village Condominium

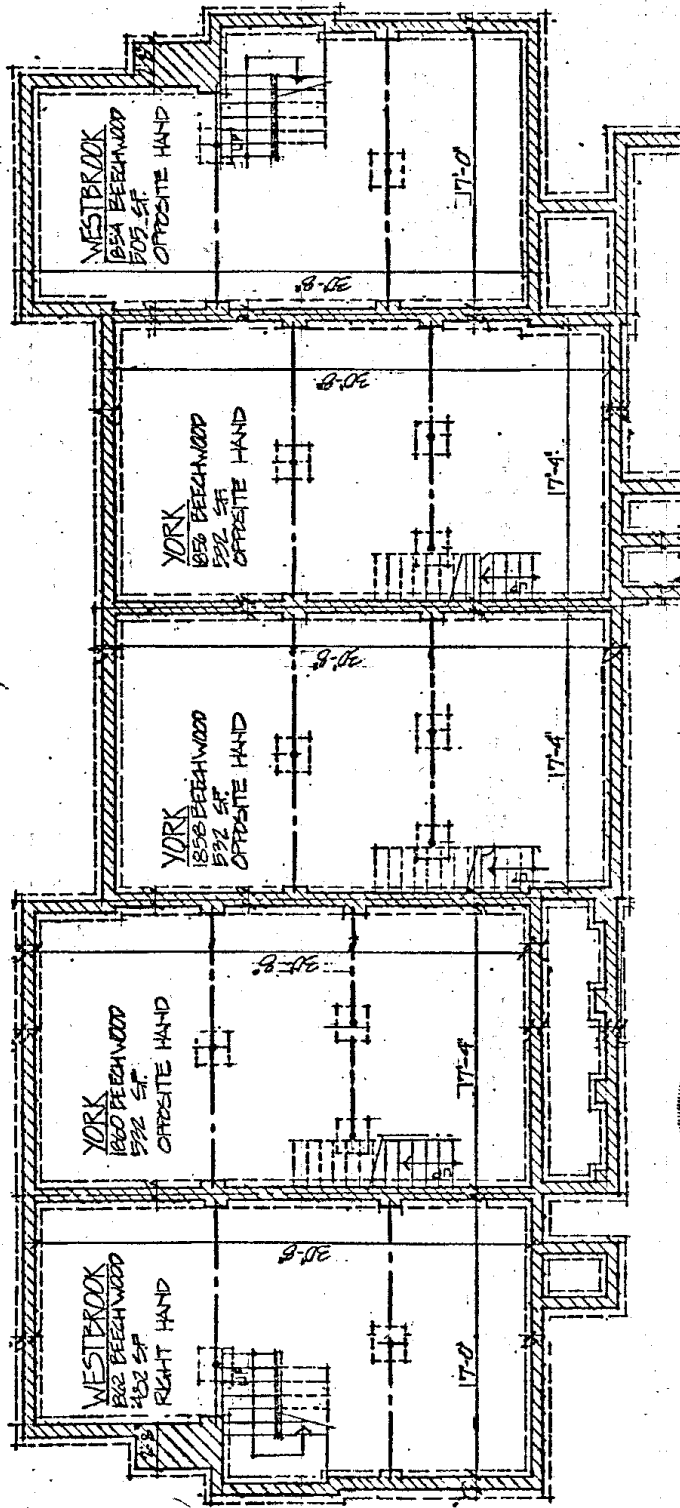


Second Floor

BUILDING D



EXHIBIT E-17
to
Declaration -- Concord Village Condominium

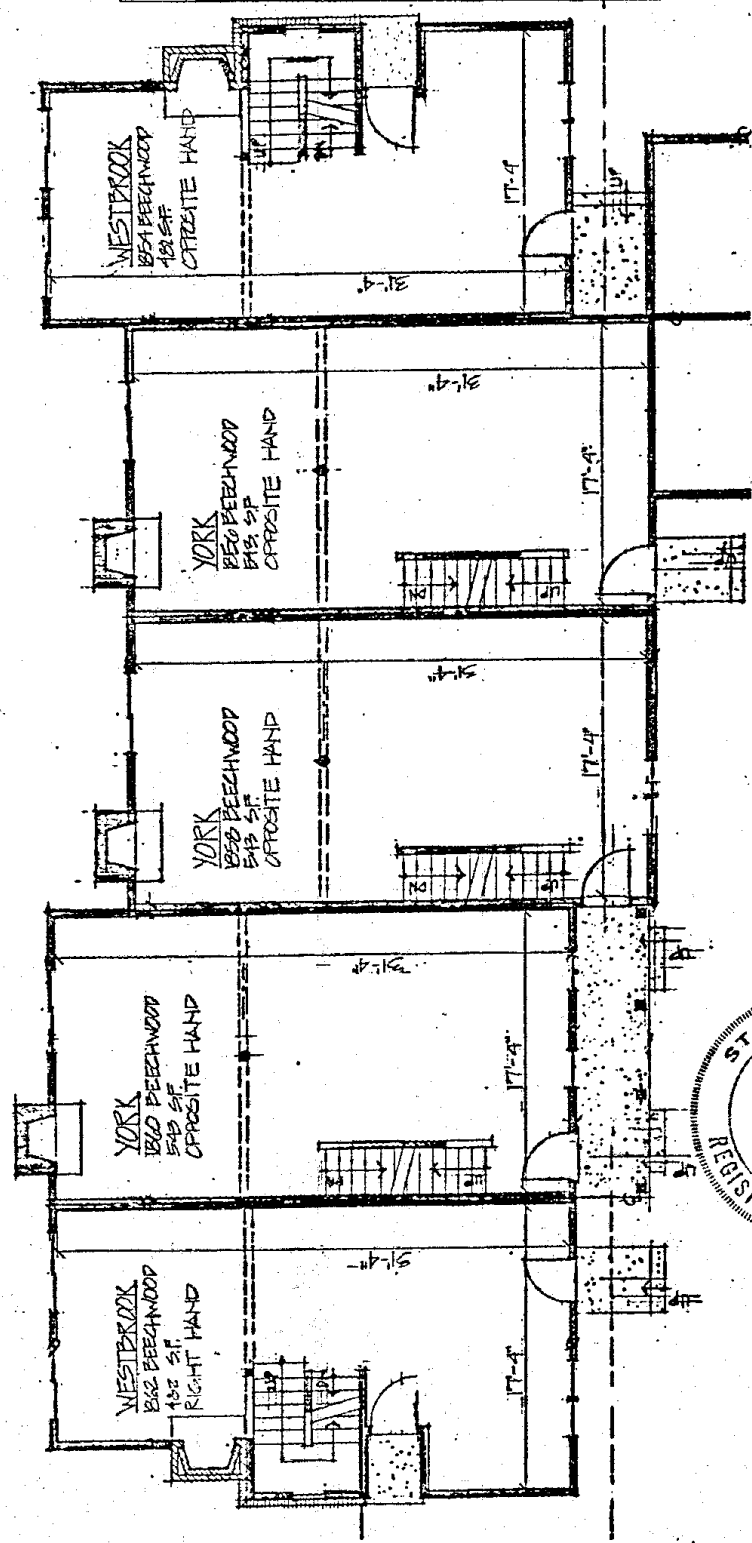


Basement



BUILDING G

EXHIBIT E-18
to
Declaration -- Concord Village Condominium

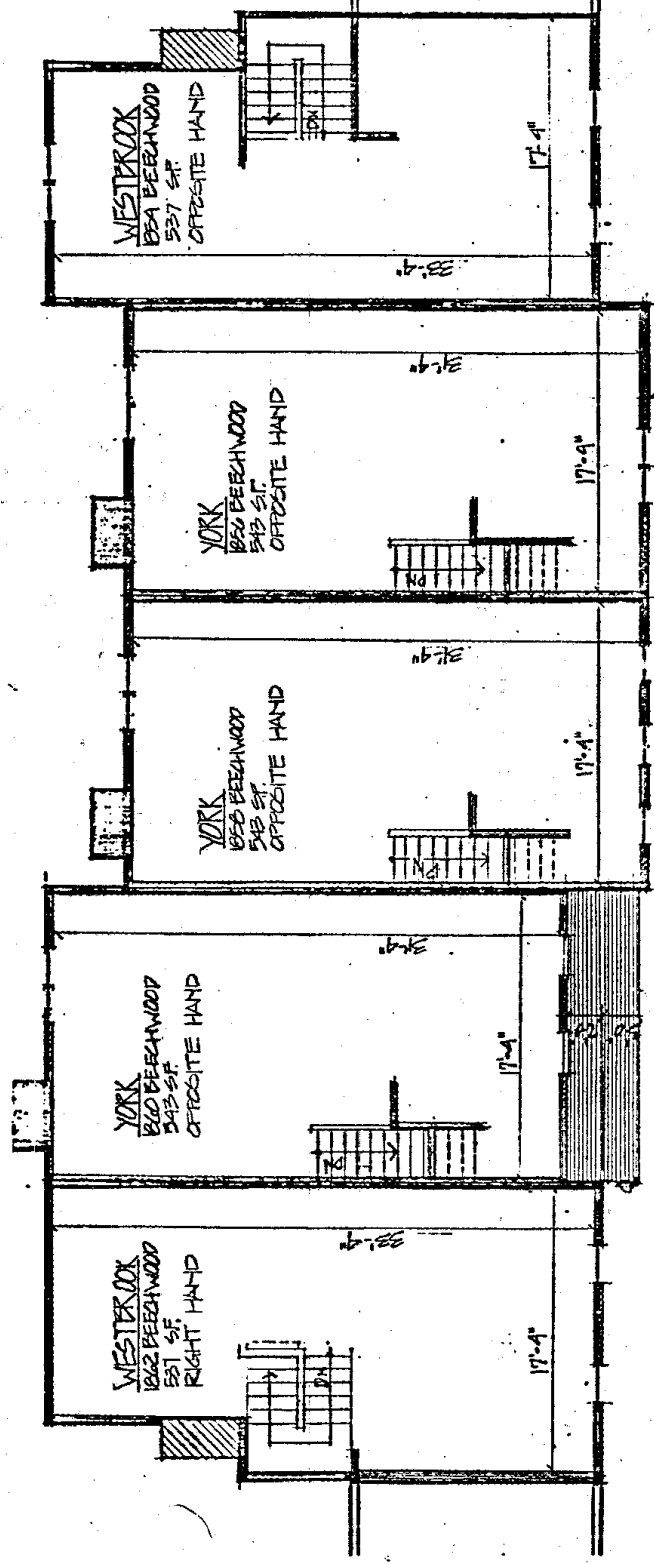


First Floor

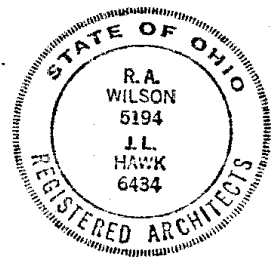


BUILDING G

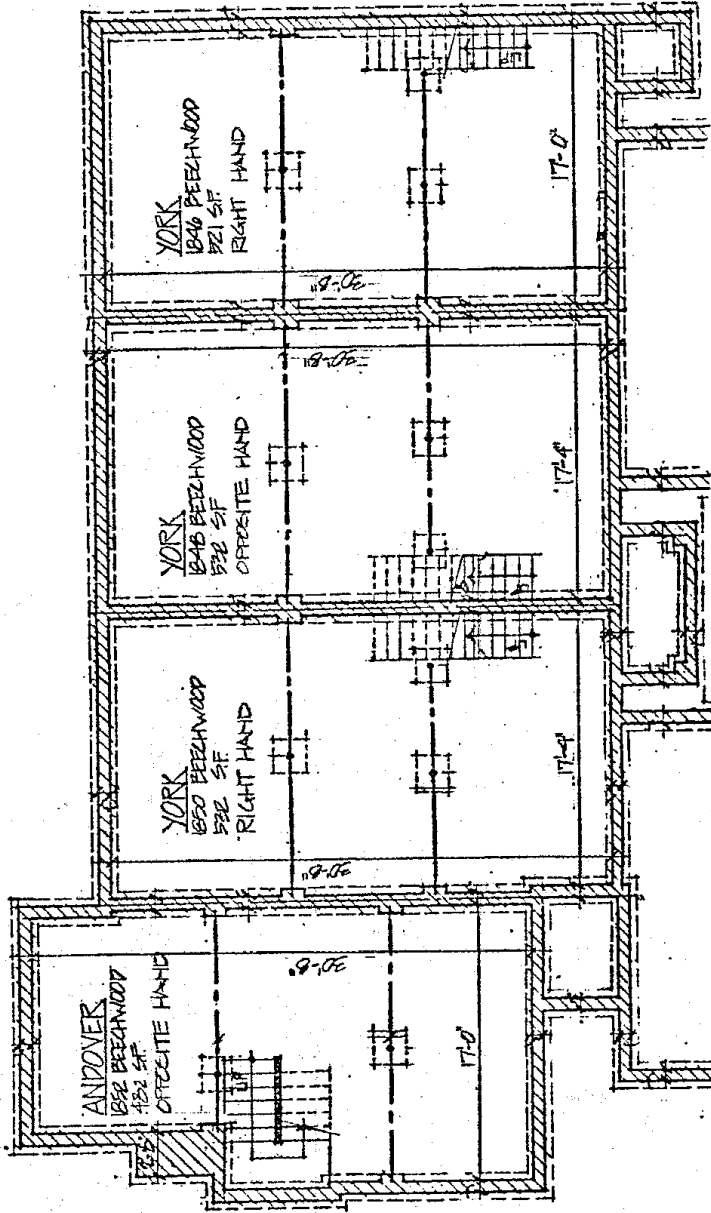
EXHIBIT E-19
to
Declaration -- Concord Village Condominium



Second Floor



BUILDING G



Basement

BUILDING H

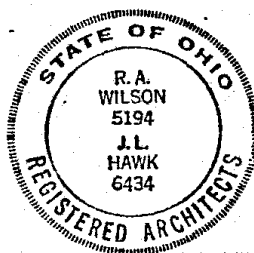
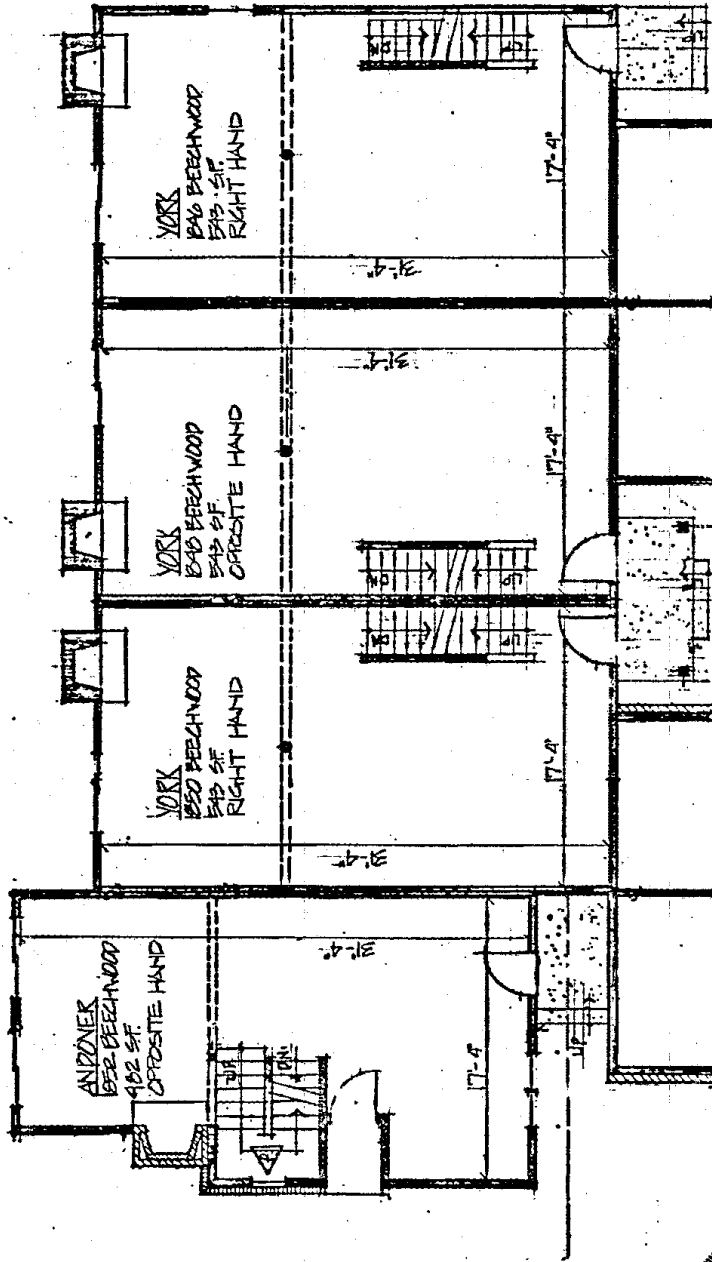


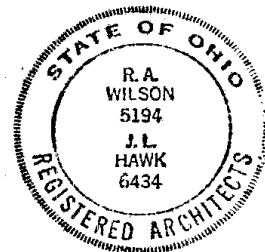
EXHIBIT E-21
to
Declaration -- Concord Village Condominium

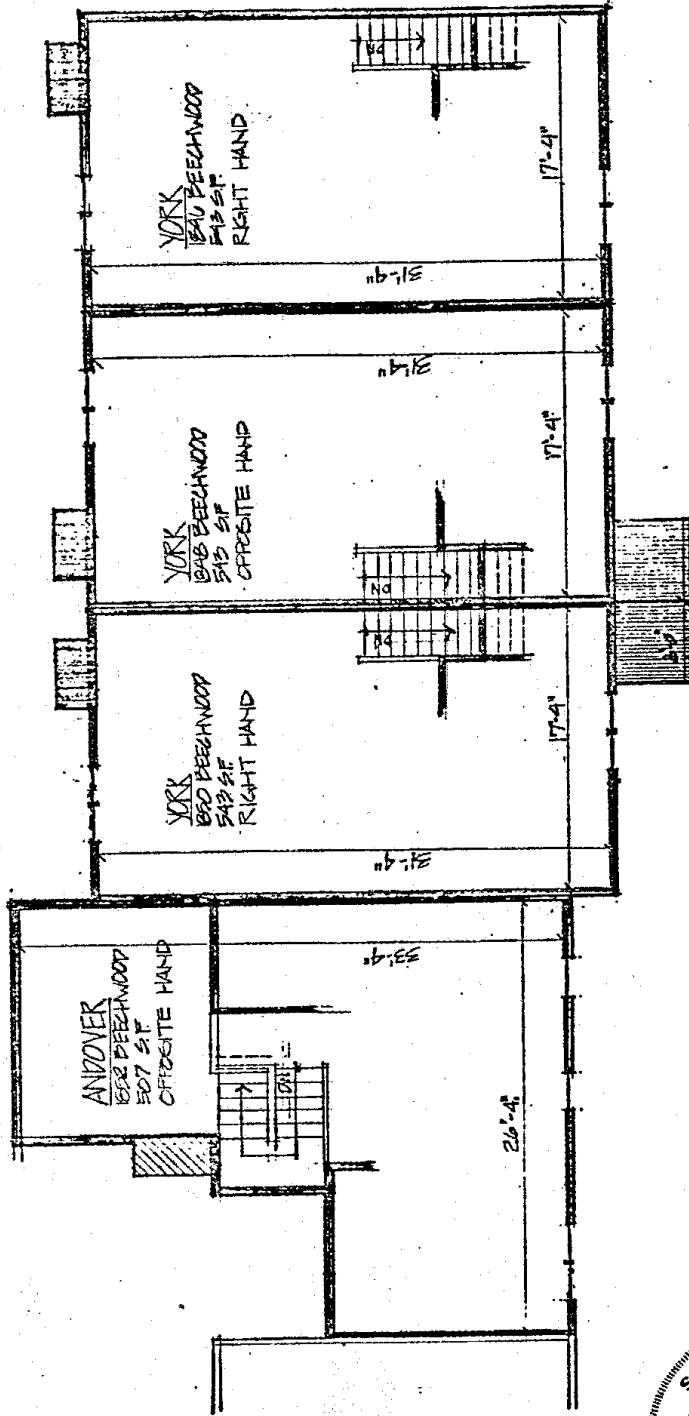
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First Floor

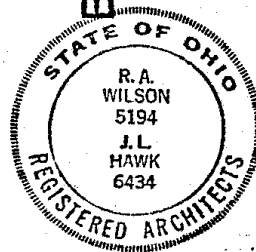
BUILDING H





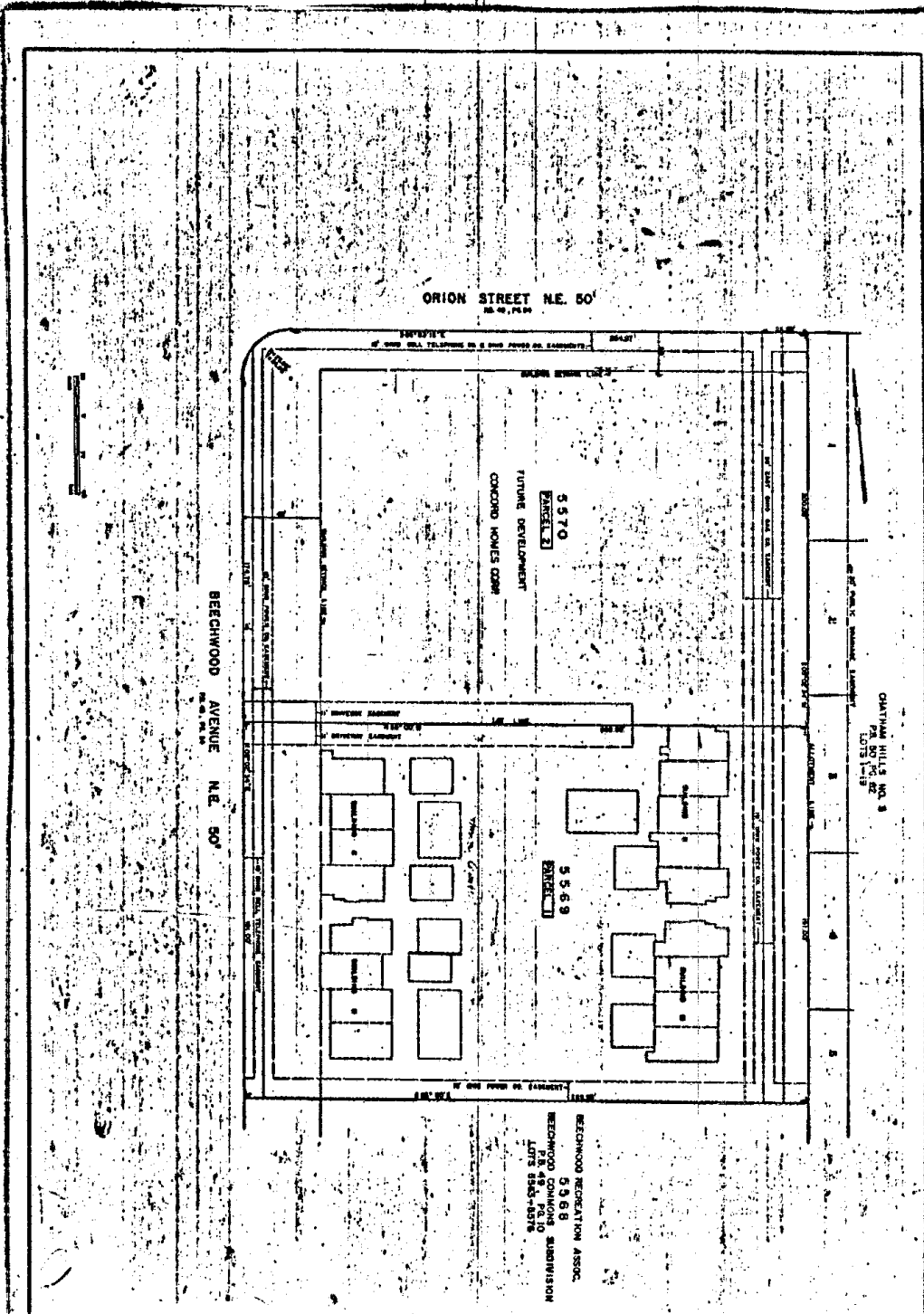
Second Floor

BUILDING H



88881

EXHIBIT F to Declaration
Concord Village Condominium



DATE	
BY	
SCALE	
PROJECT	

CONCORD VILLAGE CONDOMINIUM
 LOTS 5568 AND 5570 IN BEECHWOOD COMMONS SUBDIVISION
 CITY OF NORTH CANTON, OHIO

COOPER AND ASSOCIATES
 ARCHITECTS
 1000 N. CANTON RD.
 CANTON, OHIO 44705

NO.	
DATE	
DESCRIPTION	
BY	
SCALE	