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VOL 885 PAGE 510

*DECLARATION OF
CONDOMINIUM OWNERSHIP

UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO
FOR
EASTWOOD CONDOMINIUM
046065

December 12, 1989

This is to certify that copies of the Declaration, By-Laws and Drawings for Eastwood Condominium have been filed this date with the Auditor of Stark County, Ohio.

Walter D. Ross
Auditor of Stark County, Ohio

RECORDED THIS DATE
JANET WEIR CREIGHTON
STARK COUNTY RECORDER
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*This Declaration is being recorded in order to replace and supercede the Declaration for Eastwood Condominium recorded in Volume 871, Page 676 of the Stark County Records, since at the time of the recording thereof, the Declarant named therein did not have title to the real property described therein. Since the recording thereof, Declarant herein has obtained title to the property described herein and hereby submits the same to the Ohio Condominium Act.

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EXHIBITS:

- Exhibit A - Description of Land for Eastwood Condominium
- Exhibit B - Drawings
- Exhibit C - Descriptions of Residential Buildings
- Exhibit D - Description of Units
- Exhibit E - Percentage of Ownership of Common Area
- Exhibit F - Easements
- Exhibit G - Description of Additional Property
- Exhibit H - By-Laws of Eastwood Condominium
Unit Owners Association, Inc.

DECLARATION

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This is the Declaration of Eastwood Condominium made on or as of the _____ day of _____, 1989, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

RECITALS:

A. Lemmon-Leach Inc., an Ohio corporation, is the owner in fee simple of all of the real property hereinafter described and the improvements thereon and appurtenances thereto. For convenience, this owner is referred to herein as "Declarant".

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

Definitions

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

1. "Additional property" means the real property described in Exhibit G 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.

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

3. "Association" and "Eastwood Condominium Unit Owners Association, Inc." mean the corporation not-for-profit created by the filing of the Articles, and is also one and the same as the Association created for the Condominium pursuant to the provisions of Condominium law, for the management and operation of the Condominium.

4. "Board" and "Board of Managers" mean those persons who, as a group, serve as members of the Board of Managers of the Association established for the Condominium pursuant to the provisions of the condominium act.

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

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

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

8. "Condominium" and "Eastwood Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the condominium act.

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

10. "Condominium Instruments" as that term is used herein and in §5311.01(P) of the Ohio Revised Code, means the Declaration, By-Laws, drawings, any contracts pertaining to the management of the Condominium Property, and all other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium Property or a Unit, including, specifically, any contract between the Declarant and a purchaser for the sale of an individual unit, and any warranty document delivered in connection with such sale.

To the extent that any such documents, contracts, instruments, etc., include information which is required by the condominium act to be provided in the Condominium instruments, such information shall also be considered to be incorporated in this Declaration as if fully restated herein.

11. "Condominium organizational documents" means the By-Laws, the drawings, and this Declaration, as the same may lawfully be amended from time to time.

12. "Condominium Property" means the tract of land hereinafter described in Exhibit A and all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto, which are hereby submitted to the Condominium Act; and in the future, if the Condominium is expanded, then Condominium Property shall include any part or all of the Additional Property which is submitted to the provisions of the Condominium Act.

13. "Declarant" means Lemmon Leach, Inc. and its successors and assigns, as appropriate, provided the rights specifically reserved to Declarant under the By-Laws or hereunder shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.
14. "Declaration" means this instrument by which the Condominium Property is submitted to the condominium act, as this instrument may be lawfully amended from time to time.
15. "Drawings" means the drawings for the Condominium as defined in the condominium act, filed simultaneously with the submission of this Declaration for recording, as the same may be lawfully amended from time to time.
16. "Eligible holder of a first mortgage lien" means the holder of a valid recorded first mortgage on a Unit, which holder has given written notice to the Association stating the holder's name, address and Unit or Units subject to its mortgage.
17. "Limited Common Areas" means those Common Areas serving exclusively one Unit or more than one Unit but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Unit or Units either in this Declaration, or by the Board, and is that portion of the Condominium Property constituting "limited common areas and facilities" of the Condominium under the provisions of the Condominium Act.
18. "Manager" and "Managers" mean that person or those persons serving, at the time pertinent, in the capacity of a member of the Board of Managers of the Association, as defined in the condominium act.
19. "Occupant" means a person or persons in possession of a Unit, regardless of whether that person is a Unit owner.
20. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.
21. "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.
22. "Unit" or "Units" mean that portion or portions of the Condominium Property described as a unit or units in this Declaration, and is that portion of the Condominium constituting a "Unit" or "Units" of the Condominium under the provisions of the Condominium Act.

23. "Unit Owner" and "Unit Owners" mean that person or those persons owning a fee-simple interest in a Unit or Units, each of whom is also a "member" of the Association.

THE PLAN

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

ARTICLE I

THE LAND

A legal description of the land, located in the Township of Plain, Stark County, Ohio, which is hereby submitted to the provisions of the Condominium Act, constituting Condominium Property, is attached hereto and marked as Exhibit A.

ARTICLE II

NAME

The name by which the Condominium shall be known is "Eastwood Condominium."

ARTICLE III

PURPOSES; RESTRICTIONS

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

Section 2. Restrictions. The Condominium Property shall be subject to the following restrictions, conditions and limitations which shall run with the land and shall be binding on each Unit Owner, and/or Occupant, and/or his or her heirs, executors, administrators, guests, tenants, licensees, successors or assigns.

(a) Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence and purposes customarily incidental thereto. Notwithstanding the

foregoing: (i) professional and quasi-professional occupants may use a Unit as an auxiliary or secondary facility to an office established elsewhere; (ii) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, or personal business or professional telephone calls or correspondence, in or from a Unit, is engaging in a use expressly declared customarily incidental to principal residential use and is not in violation of these restrictions; and (iii) it shall be permissible for the Declarant to maintain, during the period of the sale of these Units, Units as sales models and/or offices.

(b) Common Areas Uses. The Common Areas (except the Limited Common Areas) shall be used in common by Unit Owners and Occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units; provided, however, that unless expressly otherwise provided herein, no Common Areas shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit Owners and Occupants.

- (i) Obstruction. There shall be no obstruction of the Common Areas nor shall anything be stored in Common Areas without the prior consent of the Association, except as expressly provided below.
- (ii) 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, except as may be provided in the Rules and Regulations. The Common Areas 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.
- (iii) Lounging or Storage. There shall be no parking of bicycles, wagons, toys, vehicles, benches, or chairs on any part of the Common Areas 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 that purpose by the Board of Trustees of the Association; and the Limited Common Areas 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), by Bylaws or the Rules and Regulations.

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

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

(d) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no sign, awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, nor shall any alterations of any type, including painting or other decorating activities be permitted to the exterior walls or roof or any part thereof unless authorized by the Board, and subject to such rules and regulations as the Board may adopt from time to time.

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

(f) Vehicles. The number of motor vehicles owned or possessed by a Unit Owner to be parked or otherwise stored overnight upon the Condominium Property shall be limited to two per Unit and said vehicles must be parked in the garage spaces or other spaces specifically provided for parking, which are available to said Unit Owner, or as otherwise governed by parking regulations and restrictions promulgated by the Board. Visitor parking will be limited to those specifically designated visitor parking spaces. Furthermore, the Board may promulgate regulations restricting the parking of automobiles, inoperable vehicles, trucks, boats and recreational vehicles on the Common Areas, and may enforce such regulations or restrictions by levying fines, having

such vehicles towed away, or taking such other action as it, in its sole discretion deems appropriate.

(g) Renting and Leasing. No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than thirty (30) days; (ii) rental under which Occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations from time to time promulgated by the Board, and shall provide that the failure by the lessee to comply with the terms of these documents shall be a default under the lease. A copy of each lease of a Unit shall be provided to the Board prior to the date of the commencement of the tenancy under that lease.

(h) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (a) on the Common Areas, signs regarding and regulating the use of the Common Areas, provided they are approved by the Board and (b) on the Common Areas and Units, signs advertising the sale and/or rental of Units by the Declarant.

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

(j) Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common Areas, which will impair or change the structural integrity of any improvement.

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

the same, and its right to delegate that right to a public authority or utility.

(l) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Areas. Notwithstanding the foregoing, one household domestic pet, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) no dogs or other domestic pet shall be permitted in any portion of the Common Areas except on a leash (not longer than six feet in length) maintained by a responsible person; (ii) the permitting of animals on the Common Areas shall be subject to such rules and regulations as the Board may from time to time agree upon, which may include limitations as to the size and number of pets and may include the right to fine Owners or Occupants who do not clean up after their pets; and (iii) the right of a Unit Owner or Occupant to maintain an animal in a Unit shall be subject to termination if the Board reasonably determine that maintenance of the animal constitutes a nuisance.

(m) Conveyances. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Areas shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. The right of a Unit Owner to sell, transfer or otherwise convey that Owner's Unit is not subject to any right of first refusal or similar restriction, and any Unit Owner may transfer that Owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner agrees to notify the Board, in writing, within five days after an interest in that Unit Owner's Unit has been transferred to another person. In addition, each Unit Owner agrees to provide to a purchaser of that Owner's Unit a copy of the Condominium organizational documents and all effective rules and regulations.

(n) Architectural Control. No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board or its designated representative. In the event the Board or its

designated representative fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted to them, approval will not be required and these provisions will be deemed to have been fully complied with.

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

(p) Association Rules and Regulations. The Association may, by properly enacted rules and regulations, make reasonable rules and regulations concerning the occupancy of Units in the Condominium and use of the Common Areas and facilities.

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

(r) Arbitration. In the event of any dispute between Unit Owners as to the application of these restrictions or any rule or regulation to any particular circumstance the party claimed to be aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within thirty (30) days thereafter, and give written notice to each party thereof no less than three (3) days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action at law may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had.

ARTICLE IV

BUILDING DESCRIPTIONS

Section 1. Residential Buildings. There are three residential buildings on the Condominium Property and each building contains two single family dwelling units. For a description of and list of the composition of the buildings see Exhibit C attached hereto.

ARTICLE V

UNITS

Section 1. Unit Designations. Each of the Units is designated by a number on the Drawings where that Unit is

located. The Units are designated as "Units 6434, 6436, 6460, 6462, 6470 and 6472". Unit locations and designations are shown on the Drawings attached hereto as Exhibit B.

Section 2. Description of Units.

(a) Units. For a description of each Unit, see Exhibit D attached hereto and the Drawings attached hereto.

Section 3.

(a) Composition of Units. Each Unit consists of all of the space within the building or buildings designated on the Drawings as being that Unit, that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the basement or lowest level floor, and the unfinished interior surface of the roof deck, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute a complete enclosure of space, and all improvements within that space. Without limiting the generality of the foregoing, a Unit shall include:

- (1) the decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and other finishing material applied to basement floors, roof decks, and interior and perimeter walls, carpet, and also the floors themselves;
- (2) all windows, screens and doors, including storm doors and windows, if any, and including the frames, sashes and jams and the space occupied thereby, and the hardware therefor;
- (3) all fixtures and appliances located within the bounds of a Unit installed in and for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, and stoves and hoods;
- (4) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and roof decks which service either the Unit or the fixtures located therein, together with the space occupied thereby;
- (5) all space between interior walls, including the space occupied by structural and component parts of the building and by utility pipes, wires, ducts and conduits;
- (6) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts or conduits

which serve either the Unit or the fixtures located therein, and which are located within the bounds of the Unit, but including also window and exterior individual Unit air-conditioning units, if any;

excluding therefrom, however, all of the following items located within the bounds of that Unit:

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

(2) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts and conduits which serve any other Unit.

(b) Unit Sizes, Locations and Composition. The location of each part of each Unit is shown on the Drawings. The approximate area of each Unit interior, and the number of rooms in each Unit are shown on the drawings attached as Exhibit B.

ARTICLE VI

COMMON AND LIMITED COMMON AREAS

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

Section 2. Limited Common Areas - Description. Those portions of the Common Areas that are labeled or designated "LCA" or "limited common areas" on the Drawings, are Limited Common Areas and consist of front porches and adjacent to each structure, patios, lawn area, driveways, front sidewalks and garage units shown on the drawings serving the adjacent Unit and, in each case are reserved for the exclusive use of the Unit designed to be served by the same.

Also, all electrical fixtures, utility pipes and lines, wires, conduits, ducts, faucets, 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 but which are entirely for the benefit of or to serve one Unit shall be Limited Common Areas reserved for the exclusive use of the Unit which they serve.

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, wallboard, 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 allocated exclusively to that Unit.

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 allocated solely and exclusively to that Unit, and any portion thereof serving more than one Unit or serving a part of the Common Areas is a part of the Common Areas but not a part of the Limited Common Areas.

Section 3. Percentage of Ownership. The percentage of interest in the Common Areas of each Unit is shown on Exhibit E attached hereto. Each Unit's percentage interest is based upon the proportion that the total square footage of each unit bears to the aggregate of the total square footage of all Units in the Condominium. The percentage interest will be determined by classifying Units in accordance with their respective square footage totals. The following chart will designate square footage classifications and will assign square footage points for each Unit within a classification, for the purpose of determining percentage interests:

<u>Square Feet in a Unit</u>	<u>Square Footage Points Assigned to Each Unit</u>
1200 - 1400	14
1401 - 1600	16
1601 - 1800	18
1801 - 2000	20

All Units within a class shall be assigned the same square footage points and shall have the same Common Area percentage interests. This interest shall be based upon the proportion which a Unit's square footage point allocation bears to the aggregate of the square footage points allocated for all Units in the Condominium.

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

The percentage of interest in the Common Areas of each Unit as expressed in the Declaration shall not be altered except by an amendment to the Declaration unanimously approved by all Unit Owners affected, or by Amendment pursuant to Article XX of this Declaration.

Section 4. Assumption of Control of Common Areas. The Owners of condominium Ownership interests that have been sold by the Declarant or its agents will assume control of the Common

Areas and of the Unit Owners Association as prescribed in Section 5311.08, Ohio Revised Code.

Except in its capacity as a Unit Owner of unsold condominium interests, the Declarant or its Agent will not retain a property interest in any of the Common Areas after control of the condominium development is assumed by the Unit Owners Association, except that in the case of a leasehold condominium development, it may retain the same interest in the Common Areas and as it retains in the entire condominium development.

The Declarant will assume the rights and obligations of a Unit Owner in its capacity as Owner of condominium Ownership interests not yet sold, including, without limitation, the obligation to pay common expenses attaching to such interests, from the date the Declaration is filed for record.

ARTICLE VII

UNIT OWNERS' ASSOCIATION

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

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

Section 3. Voting Rights. Voting rights for each Unit Owner shall be on a percentage basis and the percentage of the vote to which the Owner is entitled is the percentage interest in the Common Area assigned to each Unit or Units as set forth in Exhibit E of the Declaration as recorded or as amended from time to time.

Section 4. Board of Managers. The Board of Managers initially shall be those three (3) persons named as the initial Board pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by Declarant. No later than the time that Units to which twenty-five percent (25%) of the undivided interest in the Common Areas appertain have been sold and conveyed by the Declarant, Unit Owners other than Declarant shall elect one additional member of the Board. The Board shall then consist of four (4) members.

When ownership interest to which fifty percent (50%) of such undivided interest appertain have been sold or conveyed, the Unit Owners, excluding Declarant, shall elect one more member to the Board; and Declarant shall appoint one additional member to the Board. The Board shall then consist of six members. None of the Declarant's appointees need be members or occupiers of a Unit. All persons elected to the Board by members of the Association, exclusive of the Declarant, however, must be Unit Owners.

All members of the Board will be elected by the Association membership, including Declarant, and the Declarant's authority to appoint persons to such Board shall terminate, on the occurrence of the earlier of the following two events:

(i) The expiration of the five (5) year period from the date of the establishment of the Association; or

(ii) The expiration of the thirty (30) day period after the sale and conveyance of ownership interest to which appertain seventy-five percent (75%) of the undivided interest in the Common Areas and facilities to purchasers in good faith for value.

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 those Board members earlier elected or appointed by the Unit Owners and Declarant, respectively. The Board shall then and thereafter consist of five Managers. The terms of the five Managers shall be staggered so that the terms of at least one-third of the Managers will expire and successors be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the Managers whose terms then expire shall be elected to serve two-year terms.

All percentages set forth above shall be computed by comparing the number of Units sold and conveyed as against the maximum number of Units that may be created upon the Condominium Property and upon the Additional Property described in the Declaration, as established by the Declaration.

All elected members of the Board shall be Unit Owners.

Notwithstanding the foregoing, the 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 Board members. If the Declarant waives its right to select one or more Board members, the membership shall meet and elect the members of the Board otherwise to have been selected by Declarant.

Section 5. Authority. The Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Areas and assess and collect funds for the payment

thereof, and do all things, and exercise all rights provided by law for a condominium association, or the Condominium organizational documents, not specifically reserved to Unit Owners.

Section 6. Delegation of Authority; Professional Management. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days written notice; shall be terminable by either party, without cause and without penalty, on ninety (90) days written notice; shall not exceed one year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable to the Unit Owners at the time entered into under the circumstances then prevailing.

Neither the Unit Owners Association nor the Unit Owners will be subject to any management contract or agreement executed prior to the assumption of control required by Section 5311.25(c), Ohio Revised Code, 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 By-Laws of the Association.

Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant or one or more other firms or corporations affiliated with Declarant for the providing of management, maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit Owners at the time entered into under the circumstances then prevailing and are terminable by the Association, without cause and without penalty, on ninety (90) days written notice.

The decision by the Board to terminate professional management and assume self management, once a professional manager's services have been engaged, shall not be made without the consent of at least fifty-one percent (51%) of Eligible Holders of First Mortgages.

ARTICLE VIII

AGENT FOR SERVICE

The name of the person to receive service of process for the Association, and that person's residence or place of business ,

which is in the county where the Condominium is situated, is:

Robert P. Leach
330 Third Street, N. W.
Canton, Ohio 44702

ARTICLE IX

MAINTENANCE AND REPAIR

Section 1. Individual Responsibility. Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit Owner, including the appurtenant air-conditioning unit, if any, and the Limited Common Areas (excluding structural repairs to garage building including the roof) appurtenant to a Unit to the extent not the obligation of the Association. Without limiting the generality of the foregoing, this repair and maintenance responsibility shall include repair and maintenance of all windows, screens and doors, including the frames, sashes and jambs, and the hardware therefor and cleaning and maintenance of the appurtenant Limited Common Areas. In the event a Unit Owner shall fail to make any such repair or perform such maintenance, and the Association undertakes said repair and/or maintenance, or in the event the need for maintenance or repair of any part of the Common Areas or Limited Common Areas is caused by the negligent or intentional act of any Unit Owner or Occupant, and the cost of repair is not covered by insurance, the cost of such maintenance and repair shall constitute a special individual Unit Assessment, as hereinafter defined, on the Unit owned by such Unit Owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

Section 2. Association Responsibility. The Association shall maintain and repair the Common Areas, including and not limited to utility facilities serving more than one Unit, utility lines in the Common Areas, to the extent that such repairs and maintenance is not the responsibility of the individual Owners. The Association shall also perform lawn maintenance, care and manicuring of shrubs, snow removal and driveway repair all in the Limited Common Areas and shall make any and all structural repairs to and maintain all general Common Areas, and structural repairs to the garage buildings where on Limited Common Areas hereunder.

ARTICLE X

UTILITY SERVICES

Each Unit Owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged by the utility company to that Unit (or set up in such a

manner as will allow the determination of the amount of usage of such utility service by each Unit Owner). In all other cases the cost of such service shall be prorated between the Unit Owners in proportion to their respective interests in the Common Areas.

ARTICLE XI

INSURANCE; LOSSES; BONDS

Section 1. Fire and Extended Coverage Insurance. The Board shall have the authority to and shall obtain insurance for all buildings and structures now or at any time hereafter constituting a part of the Common Areas against loss or damage by fire, lightning, and such other hazards as are ordinarily insured against in fire and extended coverage policies issued in the locale of the Condominium Property, in amounts at all times sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision and not less than one hundred percent (100%) of the insurable value of such improvements (based upon replacement cost) as determined from time to time by the insurer. This insurance:

(a) may provide coverage for built-in or installed improvements, fixtures and equipment, and shall provide for coverage of windows and doors and the frames, sashes, jams and hardware therefor, even though these improvements are parts of Units;

(b) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class B/VI, or better, or, if such company has a financial rating of Class V, then such company must have a general policy holder's rating of at least A, all as determined by the then latest edition of Best's Insurance Reports or its successor guide;

(c) shall show the insured as the Association for the use and benefit of the Unit Owners;

(d) shall contain or have attached the standard mortgagee clause commonly accepted by institutional mortgage investors in the area in which the Condominium Property is located, which must provide that the insurance carrier shall notify the first mortgagee at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy, and which standard mortgagee clause must further be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of first mortgagees as their interests may appear, or such other endorsement as is acceptable to The Mortgage Corporation; and,

(e) unless otherwise determined by the Board, shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Managers, and all Unit Owners.

The cost of this insurance shall be a common expense, payable by the Association, provided, however, if the Board so elects, each Unit Owner shall, promptly upon receipt of an invoice for his, her or its share of the premium for that insurance, pay that Unit Owner's respective share of that premium directly to the insurance company issuing that insurance. A Unit Owner's share shall be determined by multiplying the premium being apportioned by that Owner's Unit's percentage interest in the Common Areas. If that premium is not paid by the Unit Owner, it shall constitute a special individual Unit assessment as herein defined.

Section 2. Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the Common Areas, insuring the Association, the Managers, and the Unit Owners and Occupants, with such limits as the Board may determine (provided, that such coverage shall be for at least \$300,000.00 per occurrence, for personal injury and/or property damage), covering claims for personal injury and/or property damage. This insurance shall include protection against such risks as are customarily covered with respect to developments similar in construction, location and use, as determined by the Board. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner or Occupant because of negligent acts of the Association, the Board, or other Unit Owners or Occupants. Cost of the insurance and payment thereof shall be as set forth in Section 1 above.

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

Section 4. Unit Owners' Insurance. Any Unit Owner or Occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit Owner or Occupant may determine, subject to the provisions hereof, and provided that no Unit Owner or Occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit Owner or Occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit Owner who acquired or whose Occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit Owner or Occupant may obtain insurance against

liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements within a Unit owned by the Unit Owner or Occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit Owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments". All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Board members, and all other Unit Owners and Occupants.

Section 5. Sufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied in payment therefor; provided, however, that in the event, within sixty (60) days after such damage or destruction, the Owners of seventh-five percent (75%) of the Units and fifty-one percent (51%) of the Eligible Holders of First Mortgages shall elect to withdraw the Condominium Property from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken.

Section 6. Insufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit Owners of seventy-five percent (75%) of the Units and fifty-one percent (51%) of the Eligible Holders of First Mortgages shall, within sixty (60) days after such damage or destruction elect not to make such repair, restoration or reconstruction, the Association shall make such repairs, restoration or reconstruction of the Common Areas so damaged or destroyed, at the expense (to the extent not covered by insurance) of all Unit Owners in proportion to their respective interests in the Common Areas. Should any Unit Owner refuse or fail after reasonable notice to pay that Unit Owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed to such Unit Owner and such assessments shall have the same force and effect, if not paid, and may be enforced in the same manner, as herein provided for the nonpayment of assessments.

Section 7. Procedure for Reconstruction or Repairs.

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

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

Section 8. Fidelity Bonds. The Board may obtain fidelity bond coverage against dishonest acts on the part of managers, officers, employees, agents, or volunteers responsible for handling funds belonging to or administered by the Association, which bonds shall be in amounts deemed reasonably necessary by the Board to protect against substantial losses, but in no event less than one and one-half times the Association's estimated annual operating expenses and reserves. The bond shall have the Association as the named insured, and shall have an appropriate endorsement to cover any persons who serve without compensation if such bond would not otherwise cover volunteers.

ARTICLE XII

DAMAGE; RESTORATION; REHABILITATION AND RENEWALSection 1. Restoration of Substantial Damage or Destruction.

In the event of substantial damage to or destruction of all Units in a building, the Association may, with the consent of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power of Unit Owners, the consent of all Owners of Units which only have been damaged or destroyed, and the consent of eligible holders of first mortgages on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by eligible holders of mortgages appertain, determine not to repair or restore such damage or destruction.

Immediately after such election, all of the Condominium Property (other than that owned by Declarant) shall be offered for sale to Declarant, if at that time Declarant still owns fee simple title to a Unit or Units, by written notice to Declarant.

Declarant shall have 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 and their determination as to responsibility of the parties for the costs of the arbitration. Declarant shall notify the President of the Association in writing not more than ten days after its receipt of the arbitrators' determination whether or not it decides to buy the Condominium Property at the fair market value determined by the arbitrators.

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

If Declarant decides to buy the Condominium Property, all of the Unit Owners shall convey the Condominium Property by general warranty deed or deeds, subject only to easements and restrictions of record and real estate taxes and assessments not yet due and payable, upon payment to the President of the Association, as trustee for all of the Unit Owners, and their respective mortgagees, of the sales price, less the owners' pro rata share of 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 shall be distributed to all Unit Owners in proportion to their respective proportionate interests in the Common Areas.

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

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

ARTICLE XIII

REMOVAL FROM CONDOMINIUM OWNERSHIP

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

Section 2. Sale After Removal. The Association, on behalf of the Unit Owners, may contract for the sale of the Condominium Property or former Condominium Property, but the contract is not binding on sellers until approved by Unit Owners and approved mortgagees in the same manner as set forth above in Section 1 for an election to remove. If the property constituting the Condominium Property is to be sold following removal, title to that property, upon removal, shall automatically vest in the Association as trustee for the holders of all interest in the former Units. Thereafter, the Association shall have all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds thereof distributed, the Association shall continue in existence with all powers it had before removal. Proceeds of the sale must be distributed to Unit Owners and lien holders as their interests may appear, in proportion to the respective interests of Unit Owners in the Common Areas previously owned by such Unit Owners. Unless

otherwise provided in the proposal of sale approved by Unit Owners, so long as the Association holds title to the property, each Unit Owner and his successors in interest have an exclusive right to occupancy of the portion of the property that formerly constituted his Unit. During the period of that occupancy, each Unit Owner and his successors in interest remain liable for all assessments and other obligations imposed on Unit Owners by law and by the Declaration and Bylaws.

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

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

ARTICLE XIV

EMINENT DOMAIN

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

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

Section 2. Total Taking of Unit. If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, then unless the decree otherwise provides: (i) the Unit's voting power shall completely terminate; and (ii) the Unit's entire percentage interest in the Common Areas and in the common surplus and expenses shall automatically be reallocated to the remaining Units in proportion to their respective percentage interests before the taking; and the Association shall attempt to promptly obtain the execution and recording of an amendment to

this Declaration reflecting the reallocations. Any remnant of the Unit remaining after part of a Unit is taken under this section is thereafter a Common Area. The award attributable to such a taking shall be paid to the Unit Owners whose Units were subject to said taking, in accordance however with the terms of Sections 5 and 6 below.

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

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

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

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

ARTICLE XV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

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

Section 2. Right of Entry for Repair, Maintenance and Restoration. The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property.

Section 3. Easements for Encroachments. Each Unit and the Common Areas shall be subject to easements for encroachments on any other Unit and upon the Common Areas created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, or repair; or by reason of shifting, settlement, or movement of the structures; or by reason of errors in the Drawings. Valid easements for these encroachments and for the maintenance of same, so long as the encroaching structures remain, shall and do exist. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit if such encroachment occurred due to the willful misconduct of said Owner, his invitee, licensee, lessee, family member, guest, agent or employee; nor shall this provision relieve a Unit Owner of liability in case of his willful misconduct or the willful misconduct of his invitee, licensee, lessee, family member, guest, agent or employee.

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

Section 5. Easements for Utilities and Storm Sewers. There is hereby created within, upon, over and under all of the Condominium Property, easements to the Association for ingress

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

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

Section 7. Easements Reserved to Declarant.

(a) Declarant hereby reserves, for the maximum period permitted by law, on its own behalf and on behalf of its successors and assigns and any party now or hereafter having any interest in the Additional Property described in Exhibit G, 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 the Additional Property; the right and easement to extend and tie into main line utility and service lines in the Common Areas as permitted by public authorities and any utility company involved and to extend such lines into the Additional Property to service the same; the right and easement to use such pipes, wires, antennas, cables, towers, conduits, and other lines and facilities for the applicable services; and the right and easement to enter upon the Condominium Property to the extent necessary in order to construct residential units and/or other improvements on the Additional Property. Any utilization of the foregoing rights and easements reserved, however, shall not unreasonably interfere with the use and enjoyment of the Condominium Property; and, if any damage, destruction, or disturbance occurs to the Condominium Property as a result of such utilization, the Condominium Property shall be restored promptly to the condition which existed immediately prior to such utilization at the sole expense of the person or persons making such utilization.

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

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

Section 8. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement.

Section 9. Existing Easements and Encumbrances. The Condominium Property is presently subject to the easements and encumbrances set forth on Exhibit F, which is attached hereto and made a part hereof.

ARTICLE XVI

ASSESSMENTS AND ASSESSMENT LIENS

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

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

Section 3. Elements-Appportionment: Due Dates.

(a) Annual Operating Assessments.

(1) At the time of the filing of this Declaration, and, prior to the beginning of each fiscal year of the Association thereafter, the Board shall estimate, and prorate among the Units on the basis of the interest of each Unit in

the Common Areas, common expenses of the Association, consisting of the following:

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

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

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

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

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

f. the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, if to be provided, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

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

(3) The annual operating assessment shall be payable in advance, annually or in such periodic installments (monthly, quarterly, etc.) and shall have such due dates, as the Board shall determine.

(4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds

are to be used, the deficiency shall be assessed by the Board among the Units on the same basis as heretofore set forth.

(5) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be allocated and paid to the reserve applicable to that type of expense, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit Owners.

(b) Special Assessments for Capital Improvements.

(1) In addition to the annual operating assessments hereinbefore authorized, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements on the Common Areas to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefor without the prior consent of the Owners of seventy-five percent (75%) of the Units and fifty-one percent (51%) of the Eligible Holders of First Mortgages.

(2) Any such assessment shall be prorated among all Units in proportion to each Units' respective percentage interests in the Common Areas, and shall become due and payable on such date or dates as the Board determines.

(c) Special Individual Unit Assessments. There shall be levied an assessment against an individual Unit to reimburse the Association for those costs incurred in connection with that Unit properly chargeable by the terms hereof to that Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit Owner, the cost of insurance premiums separately billed to a Unit Owner, and a Unit Owner's enforcement and arbitration charges). Any such assessment shall become due and payable as soon as such expenses are incurred. 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 pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit Owner for his, her or its share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the percentage interest in Common Areas attributable to that Unit.

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

Section 5. Effect of Nonpayment of Assessment; Remedies of the Association.

(a) If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the entire unpaid balance of the assessment shall, without demand or notice, forthwith become due and payable, and bear interest thereafter at the rate of eight percent (8%) per annum.

(b) Annual operating and both types of special assessments, together with interest and costs, shall be a charge and a continuing lien in favor of the Association upon the Unit against which each such assessment is made.

(c) At any time after an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for the entire unpaid balance of that assessment, interest and costs, may be filed with the Recorder of the county in which the Condominium is located, at the option of the Owner or Owners of the other Unit. The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record Owner or Owners thereof, and the amount of the unpaid portion of the assessments, and shall be signed by the president of the Association. If the President is the defaulting Owner, then any Owner of the other Unit shall be considered for these purposes to be, and may sign the certificate as "Chief Officer" of the Association.

(d) The lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien was duly filed therefor, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

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

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

(g) The Association, at the option of the Owner or Owners of the Unit who are not in default with regard to such matter, may file a lien to secure payment of the entire unpaid balance of a delinquent assessment, interest and costs, and bring an action at law against the Owner or Owners personally obligated to pay the same, or an action to foreclose the lien, or any one or more of these. In any such foreclosure action, the Owner or Owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association as plaintiff in any such action shall be entitled to become a purchaser at the foreclosure sale. In any such action, interest and costs of such action (including attorneys fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

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

Section 6. Subordination of the Lien to First Mortgages.
The lien of the assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assign-

ment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which became payable prior to the time such holder or purchaser took title to that Unit.

Section 7. Certificate Regarding Assessments. The Board shall, upon demand, from time to time, furnish a written statement setting forth whether the assessments on the other Unit have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE XVII

EXPANSIONS

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

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

Section 3. Maximum Expansion Time. Declarant's option to expand the Condominium Property shall be exercisable at all times within a period of seven years from the date this Declaration is filed for record, and Declarant, may, with the consent of a majority of the Unit Owners, other than Declarant, elect to renew said option to expand the Condominium Property for an additional seven year period; provided that said option to renew is made within six months prior to the expiration of the initial seven year period. Declarant, by written notice to the Association, may elect to waive said option to expand the Condominium Property effective at a time prior to the expiration of the initial seven year period, or the renewal period. There are no other circumstances that will terminate that option prior to the expiration of that seven year period.

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

Section 5. Composition of Portions Added. Neither all nor any portion of the Additional Property must be added to the Condominium Property, nor, if any of the Additional Property is

added, shall it be required that a particular portion of the Additional Property must be added, provided that portions added meet all other requirements set forth in this article. Except as expressly provided in this article, there are no limitations on the portions of the Additional Property that may be added to the Condominium Property.

Section 6. Time for Adding Portions. Portions of the Additional Property may be added to the Condominium Property from time to time, and at different times, within the time limit previously described. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added.

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

Section 8. Maximum Number of Units. The maximum total number of Units that may be created on the Additional Property and added to the Condominium Property is 36, provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling units that may be constructed on all or any portion of the Additional Property that is not added to the Condominium Property. Subject to the foregoing total maximum of Units that may be added to the Condominium Property the maximum number of units per acre that may be created on any portion of the Additional property added to the Condominium Property shall be 4. The Additional Property is presently zoned in a zoning category which will permit expansion of the Condominium Property and improvements consistent with the present development.

Section 9. Non-Residential Uses. The maximum percentage of the aggregate land and floor area of all Units that may be created on the Additional Property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use is zero, since no such Unit may be so created and added.

Section 10. Compatibility of Building. All buildings erected on all or any portion of the Additional Property and added to the Condominium Property will be compatible with structures then on the Condominium Property in terms of quality of construction, the principal materials to be used, and architectural style and design. Comparable style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is compatible and harmonious with those then on the Condominium Property. Design

shall not be deemed to be incompatible or not comparable because of changes in the number of dwelling units in a building, or variances in setbacks or locations of structures in relation to other improvements.

Declarant further reserves the right to utilize any existing buildings or structures upon the Condominium Property and/or Additional Property, which buildings or structures may be added to and made a part of the Condominium in their existing condition or as remodeled and/or renovated.

Section 11. Improvements other than Buildings. If all or a portion of the Additional Property is added to the Condominium Property, drives, sidewalks, yard areas, and other improvements similar to those then on the Condominium Property shall be constructed on that Additional Property. Improvements other than buildings added to the Condominium Property shall not include improvements except of substantially the same kind, style, design and quality as those improvements then on the Condominium Property.

Section 12. Types of Units. All Units that are created on all or any portion of the Additional Property and added to the Condominium Property shall not be required to be substantially identical to and of the types of Units then on the Condominium Property, provided, however, that any such Units shall be deemed compatible in style with the present Units on said Condominium Property.

Section 13. Limited Common Areas. Declarant reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property to create Limited Common Areas therein of substantially the same type and proportionately the same approximate size, and number as those areas then so designated as such in the Condominium Property, including, without limiting the generality of the foregoing, those improvements described on Exhibit B hereto. The precise size and number of such newly created Limited Common Areas cannot be ascertained precisely, because those facts will depend on how large each portion added may be, the size and location of the buildings and other improvements on each portion, and other factors presently undetermined.

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

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

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

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

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

(c) the undivided interests of Units in the Common Areas, as so expanded, shall be reallocated so as to be, with respect to each Unit, in the proportion that the total square footage of each Unit bears to the aggregate of the total square footage of all the Units then having an interest in the Common Areas.

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

ARTICLE XVIII

NOTICES TO MORTGAGEES

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

1. any proposed amendment of the Condominium organizational documents, effecting a change in (a) the boundaries of any Unit, (b) the undivided interest in the Common Areas appertaining to any Unit or the liability for common expenses appertaining to any Unit, or (c) the purposes to which any Unit or the Common Areas are restricted;
2. any proposed termination of the Condominium as a condominium regime;
3. any condemnation or eminent domain proceeding affecting the Condominium Property or any part thereof, of which the Board obtains notice;
4. any significant damage or destruction to the Common Areas;
5. any decision by the Association not to restore substantial damage or destruction;
6. any decision by the Association to renew or rehabilitate the Condominium Property;
7. any decision by the Association to construct new capital improvements not replacing existing improvements;
8. times and places of Unit Owners' meetings; and
9. 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 holder or insurer, where the default has not been cured in sixty (60) days.

ARTICLE XIX

CONDOMINIUM INSTRUMENT REQUIREMENTS

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

Section 2. Deposits. Any deposit or 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 the Declarant. If, in the case of any such sale, a deposit or down payment of \$2,000 or more is held for more than 90 days, interest at the rate of at least 4 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 the Declarant. Deposits held in trust or escrow pursuant to sales by Declarant or its agent shall not be subject to attachment by creditors of Declarant or the buyer.

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

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

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

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

C. Appliances, etc. In the case of ranges, refrigerators, washing machines, clothes dryers, hot water heaters and other similar appliances, if any, installed and furnished by the Declarant as part of the Unit, the Declarant assigns to the buyers all express and implied warranties

of the manufacturer, and the Declarant's warranty with respect to such items is limited to the Declarant's warranty that the same have been properly installed.

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

E. Limitations.

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

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

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

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

(5) Any request for service must be sent in writing to Declarant at 330 Third Street N.W., Canton, Ohio 44702, or at such other address as the Declarant may designate, from time to time, in writing to the buyers. The Declarant or the Declarant's designated representative will commence performance of the Declarant's obligations under this warranty within thirty (30) days after receipt of the buyers' request for service, and complete the same as soon as reasonably possible. All repairs and adjustments will be made Monday through Friday, 8:00 a.m. to 5:00 p.m.

F. Other Rights. this written limited warranty gives the buyers specific legal rights and the buyers may also have other legal rights under law.

Section 5. Declarant's Obligations. Declarant will assume the rights and obligations of the 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 XX

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AMENDMENTS

Section 1. Power to Amend. Amendment of this Declaration (and the other Condominium organizational documents) shall require (a) the consent of at least 75% of the Unit Owners, unless a greater percentage of consent is required under the Condominium Act; and (b) the consent of 51% of the Eligible Holders of First Mortgages. The 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 the period of three (3) years from the date hereof, to amend the Condominium organizational documents to the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages by The Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Federal Housing Administration, the Veterans Administration or any other such agency; provided that the consent of all eligible holders of first mortgages is obtained; and, further provided, that if there is a Unit Owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control by the Declarant.

Section 2. Method to Amend. An amendment to this Declaration (or the Drawings or the By-Laws, adopted with the consents hereinbefore provided, in a writing executed with the same formalities as this Declaration by all Unit Owners, shall be effective upon the filing of the same with the Recorder of the county in which the Condominium is located.

ARTICLE XXI

GENERAL PROVISIONS

Section 1. Covenants Running with the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 2. Enforcement. In addition to any other remedies provided in this Declaration, Declarant (only with respect to those rights directly benefiting it), the Association, and each Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the

By-Laws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches or any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium organizational documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a Unit Owner who fails to comply with the same, including charges for the costs of enforcement and arbitration.

Section 3. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the condominium act, the statutory requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no wise affect any other provisions of this Declaration which provisions shall remain in full force and effect.

Section 4. 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 George Bush, President of the United States of America.

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

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

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IN WITNESS WHEREOF, the undersigned has executed this instrument this 11 day of December, 1989.

Signed and acknowledged in the presence of:

Lemmon-Leach, Inc.

Ann Tippka

By: *Robert Leach*
Robert Leach, President

Ann Tippka

DECLARANT

STATE OF OHIO)
) SS:
STARK COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Lemmon-Leach, Inc. by Robert Leach, 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 his free act and deed personally as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 11th day of ~~October~~ ^{December}, 1989.

Ann Tippka
Notary Public

BMS:REGAL:DEC:AA3

Notary Public, State of Ohio
My Commission Expires February 28, 1990

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EXHIBIT A

Description of Land For
Eastwood Condominium

Known as and being Lots Sixteen (16), Seventeen (17) and Eighteen (18) in Strawberry Fields, a subdivision in the Northeast Quarter of Section 14 (T-11, R-18), Plain Township, Stark County, Ohio, as the same is recorded in Plat Book 50, Page 118, of the Stark County Plat Records.

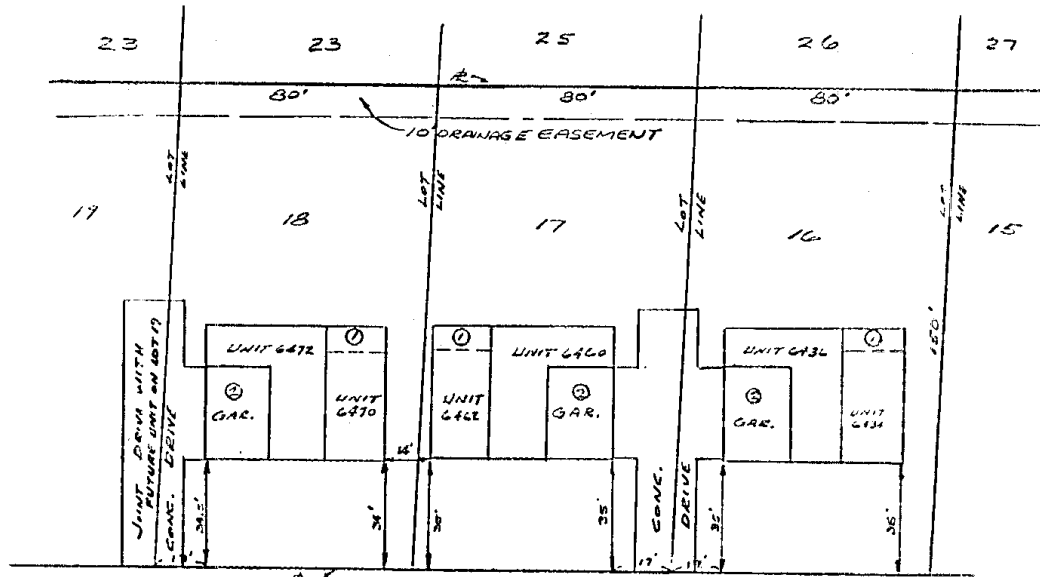
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EASTWOOD CONDOMINIUM
 LOTS 16, 17 & 18 STRAWBERRY FIELDS
 A SUBDIVISION IN THE N.E. QTR, SEC. 14
 PLAIN TOWNSHIP (T-11, R-8) STARK COUNTY, OHIO VOL 871 PAGE 725
 PLAT RECORDED IN P.B. 50, P. 110

Exhibit B

SCALE 1" = 40'

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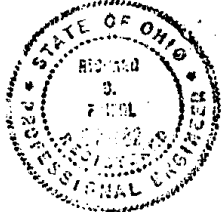


STRAWBERRY FIELDS CIR. N.E. - 50'

NOTES ① L.C.A. - COVERED PORCH
 ② L.C.A. - SEE DECLARATION FOR ALLOCATION

I HEREBY CERTIFY THAT THIS DRAWING ACCURATELY SHOWS THE BUILDINGS AS CONSTRUCTED, NOT YET COMPLETED.

Richard C. Friedl 10-5-89
 RICHARD C. FRIEDL, P.E. 340074 DATE



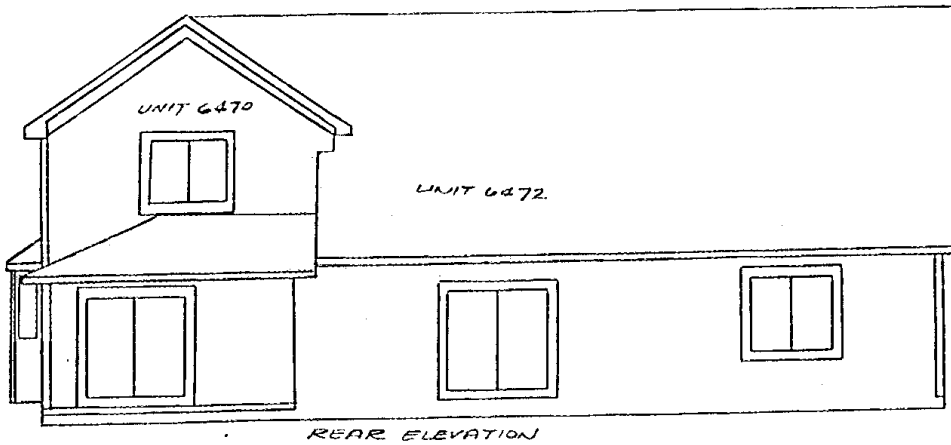
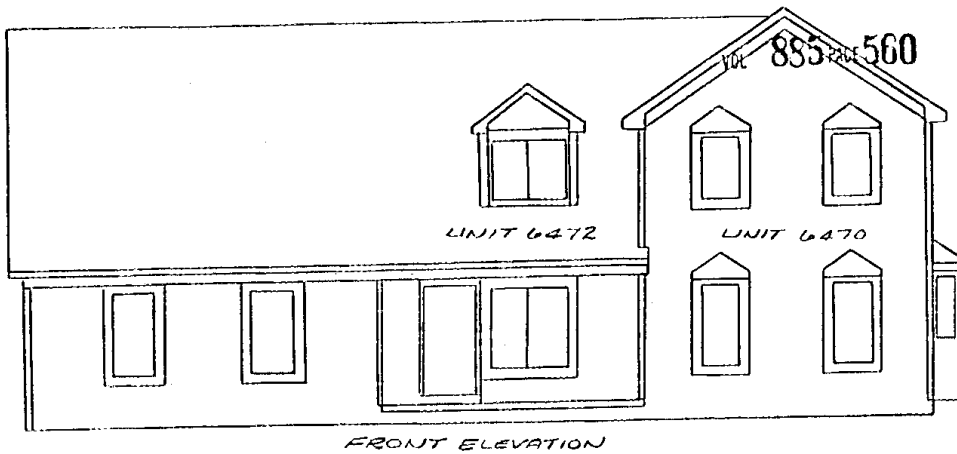
POGEMEYER DESIGN GROUP, INC.
 ARCHITECTS PLANNERS
 37th WALES AVENUE N.W., SUITE A MASSILLON, OHIO PHONE 26/832-970



EASTWOOD CONDOMINIUM
 FRONT & REAR ELEVATIONS
 UNITS 6472 & 6470
 SCALE 1/8" = 1'-0"

Exhibit B-1

VOL 871 PAGE 726



I HEREBY CERTIFY THAT THIS DRAWING
 ACCURATELY SHOWS THE BUILDINGS
 AS CONSTRUCTED, NOT YET COMPLETED.

Richard C. Friedl 10-5-89
 RICHARD C. FRIEDL, P.E. 3400R DATE

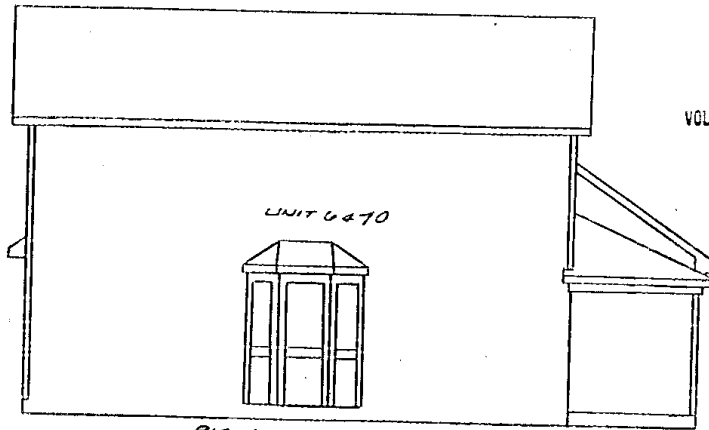


POGGEMEYER DESIGN GROUP, INC.
 ENGINEERS ARCHITECTS PLANNERS
 375 WALKER AVENUE NW, SUITE A MASSILLON, OHIO PHONE 261/332-9170

EASTWOOD CONDOMINIUM
SIDE ELEVATIONS
UNITS 6470 & 6472
SCALE 1/8" = 1'-0"

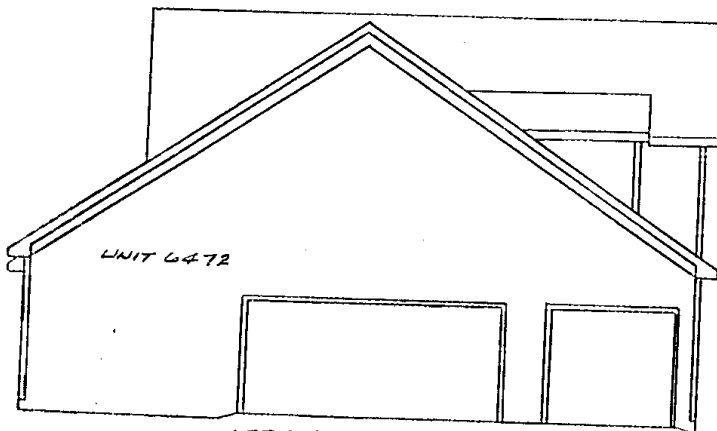
VOL 871 PAGE 727

Exhibit B-2



VOL 885 PAGE 561

RIGHT SIDE ELEVATION



LEFT SIDE ELEVATION

I HEREBY CERTIFY THAT THIS DRAWING
ACCURATELY SHOWS THE BUILDINGS
AS CONSTRUCTED, NOT YET COMPLETED.

Richard C. Friedl 10-5-89
RICHARD C. FRIEDL, P.E. 34002 DATE

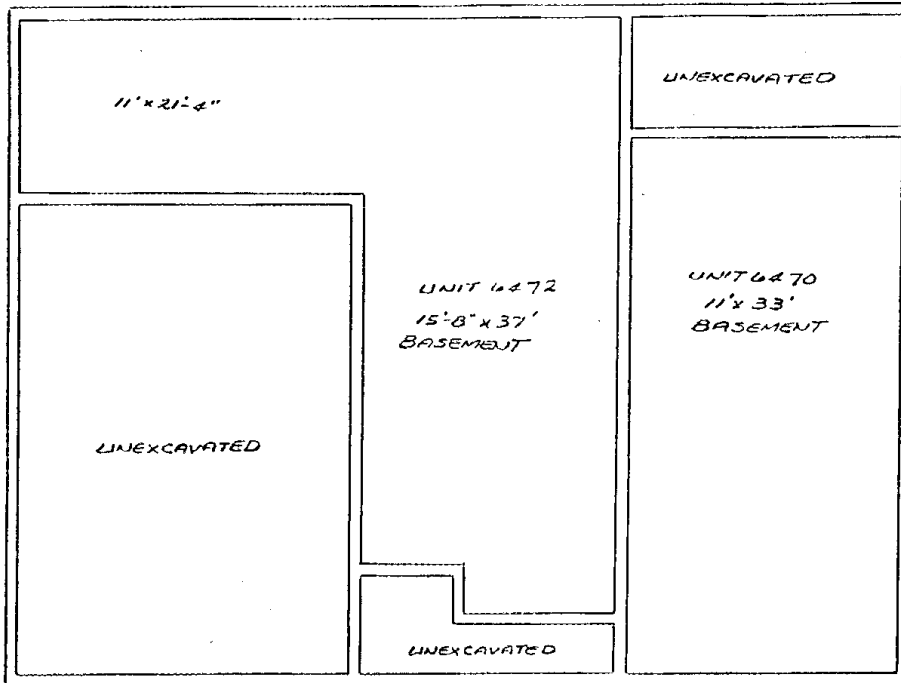


POGGEMEYER DESIGN GROUP, INC.
ENGINEERS ARCHITECTS PLANNERS
37th WALES AVENUE N.W. SUITE A MASSILLON, OHIO PHONE 264/332-9700

EASTWOOD CONDOMINIUM
FOUNDATION PLAN
UNITS 6472 & 6470
SCALE 1/8"=1'-0"

VOL 871 PAGE 728

Exhibit B-3
VOL 885 PAGE 562



I HEREBY CERTIFY THAT THIS DRAWING
ACCURATELY SHOWS THE BUILDINGS
AS CONSTRUCTED, NOT YET COMPLETED.

Richard C. Friedl 10-5-81
RICHARD C. FRIEDL, P.E. 31002 DATE



POGEMEYER DESIGN GROUP, INC.
ENGINEERS ARCHITECTS PLANNERS
37th WALKER AVENUE, SUITE A MASSILLON, OHIO PHONE 261-632-9770



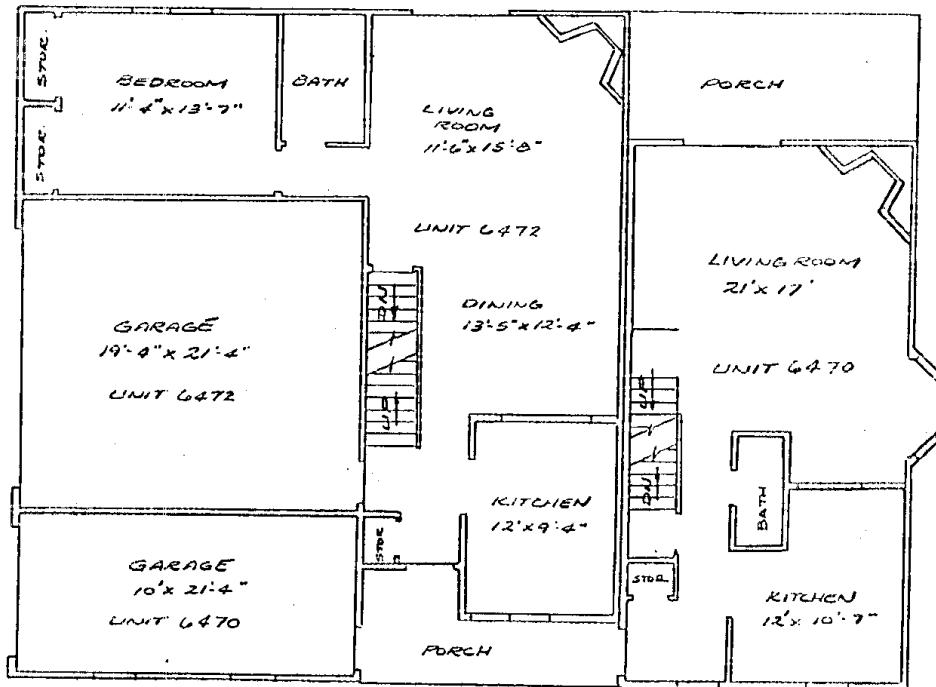
EASTWOOD CONDOMINIUM

VOL 871 PAGE 729

FIRST FLOOR PLAN
UNITS 6472 & 6470
SCALE 1/8" = 1'-0"

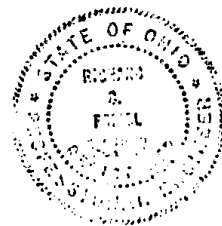
Exhibit B-4

VOL 885 PAGE 563



I HEREBY CERTIFY THAT THIS DRAWING
ACCURATELY SHOWS THE BUILDINGS
AS CONSTRUCTED, NOT YET COMPLETED.

Richard C. Fricol 10-5-89
RICHARD C. FRICOL, P.E. 34002 DATE



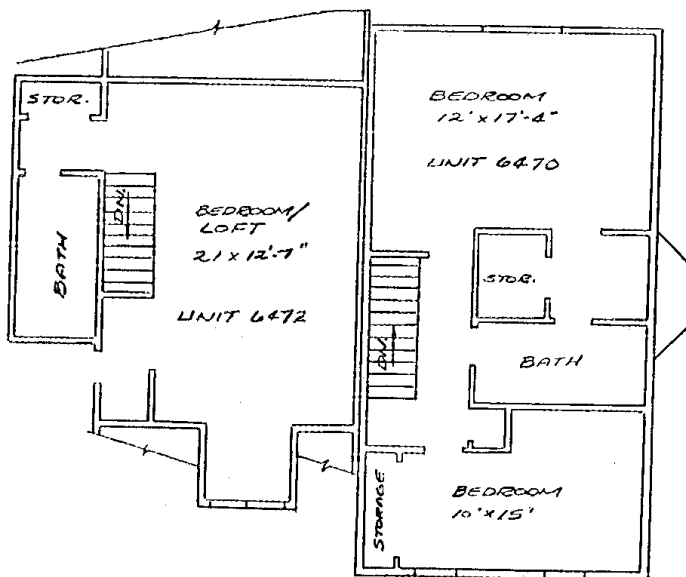
EASTWOOD CONDOMINIUM

VOL 871 PAGE 730

SECOND FLOOR PLAN
UNITS 6472 & 6470
SCALE 1/8" = 1'-0"

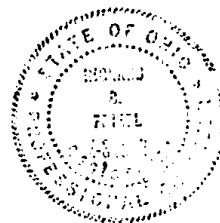
Exhibit B-5

VOL 885 PAGE 564



I HEREBY CERTIFY THAT THIS DRAWING
ACCURATELY SHOWS THE BUILDINGS
AS CONSTRUCTED, NOT YET COMPLETED.

Richard C. Friedl 10-5-89
RICHARD C. FRIEDL, P.E. 34002 DATE

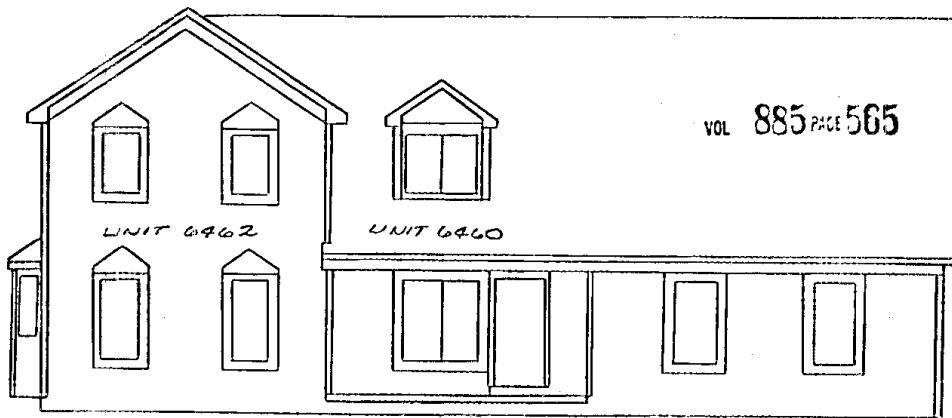


POGMEYER DESIGN GROUP, INC.
ENGINEERS ARCHITECTS PLANNERS
 379 WALKER AVENUE N.W. SUITE A MASSILLON, OHIO PHONE 86/932-9715

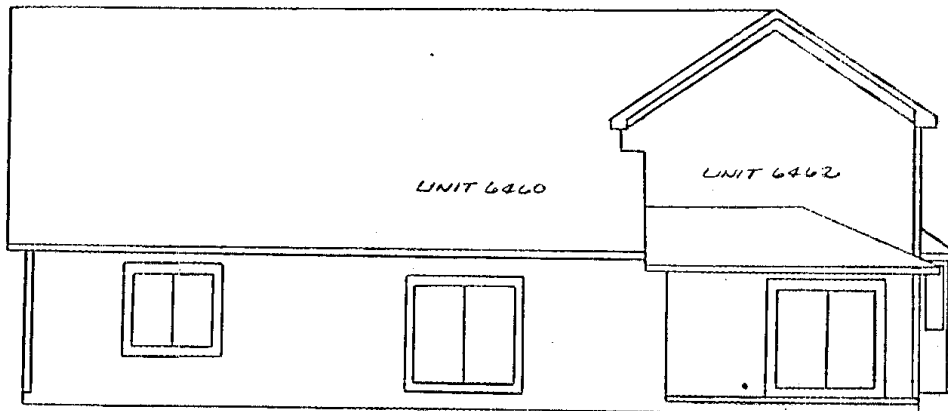


EASTWOOD CONDOMINIUM
FRONT & REAR ELEVATIONS
UNITS 6462 & 6460
SCALE 1/8" = 1'-0"

VOL 871 PAGE 731
Exhibit B-6



FRONT ELEVATION



REAR ELEVATION

I HEREBY CERTIFY THAT THIS DRAWING
ACCURATELY SHOWS THE BUILDINGS
AS CONSTRUCTED, NOT YET COMPLETED.

Richard C. Friedl 10-5-89
RICHARD C. FRIEDL, P.E. 34002 DATE

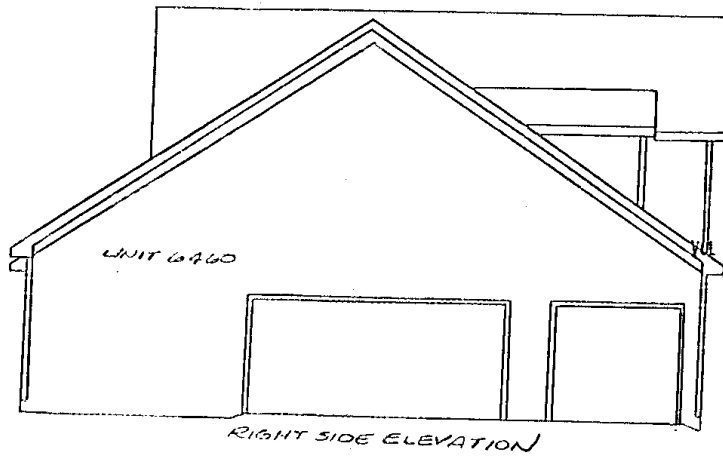
POGGEMEYER DESIGN GROUP, INC.
ENGINEERS ARCHITECTS PLANNERS
37N WALES AVENUE N.W. SUITE A MASSILLON, OHIO PHONE 26/832-9715



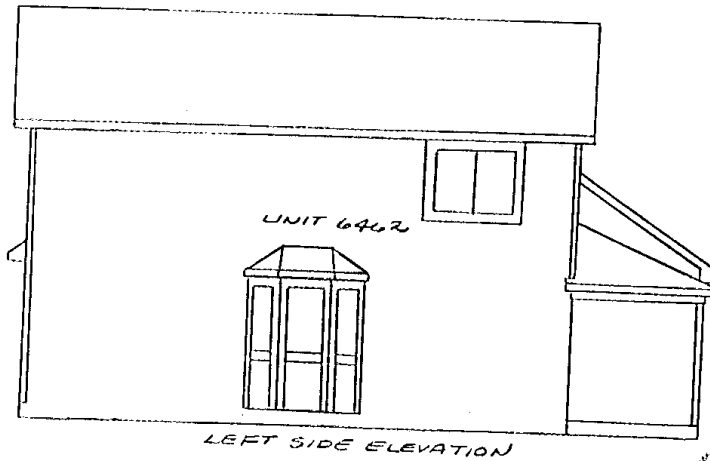
EASTWOOD CONDOMINIUM
SIDE ELEVATIONS
UNITS 6462 & 6460
SCALE 1/8" = 1'-0"

VOL 871 PAGE 732

Exhibit B-7



885 PAGE 506



I HEREBY CERTIFY THAT THIS DRAWING
ACCURATELY SHOWS THE BUILDING AS
AS CONSTRUCTED, NOT YET COMPLETED.

Richard C. Friedl 10-5-89
RICHARD C. FRIEDL, P.E. 34002 DATE



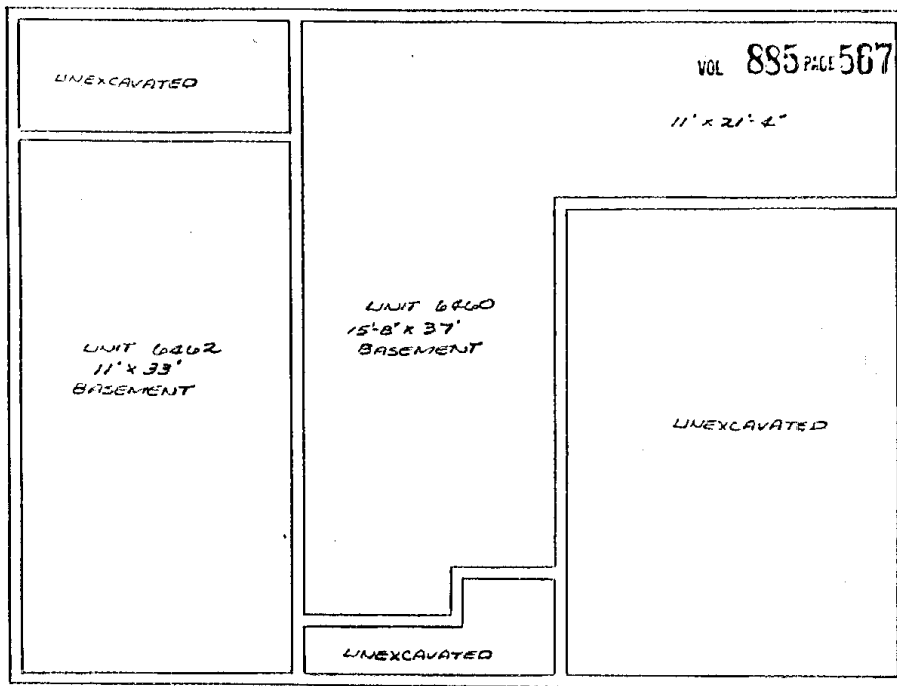
POGEMEYER DESIGN GROUP, INC.		
<small>ENGINEER</small>	<small>ARCHITECT</small>	<small>PLANNER</small>
<small>379 WALS AVENUE N.W. SUITE A</small>	<small>MASSILLON, OHIO</small>	<small>PHONE 361/332-9710</small>



EASTWOOD CONDOMINIUM
FOUNDATION PLAN
UNITS 6462 & 6460
SCALE 1/8" = 1'-0"

VOL 871 PAGE 733

Exhibit B-8



I HEREBY CERTIFY THAT THIS DRAWING
ACCURATELY SHOWS THE BUILDINGS
AS CONSTRUCTED, NOT YET COMPLETED.

Richard C. Friedl 10-5-89
RICHARD C. FRIEDL, P.E. 31002 DATE

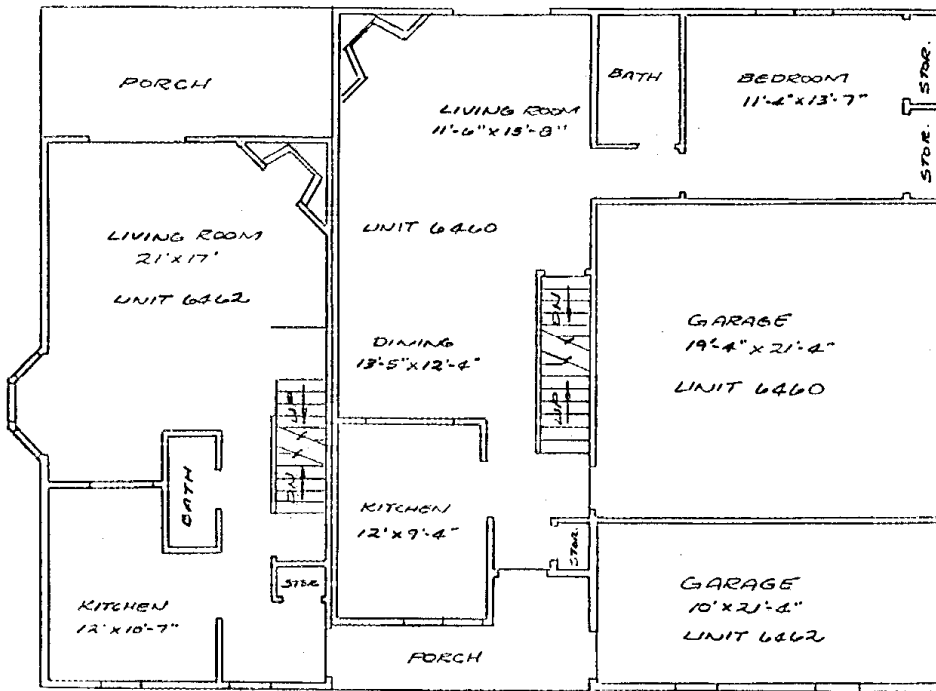


VOL 871 PAGE 734

EASTWOOD CONDOMINIUM
FIRST FLOOR PLAN
UNITS 6462 & 6460
SCALE 1/8" = 1'-0"

Exhibit B-9

VOL 885 PAGE 568



I HEREBY CERTIFY THAT THIS DRAWING
ACCURATELY SHOWS THE BUILDINGS
AS CONSTRUCTED, NOT YET COMPLETED.

Richard C. Friedl 10-5-89
RICHARD C. FRIEDL, P.E. 34002 DATE



POGGE MEYER DESIGN GROUP, INC.
ENGINEERS ARCHITECTS PLANNERS
 878 WALES AVENUE N.W. SUITE A MASSILLON, OHIO PHONE 261/332-9715

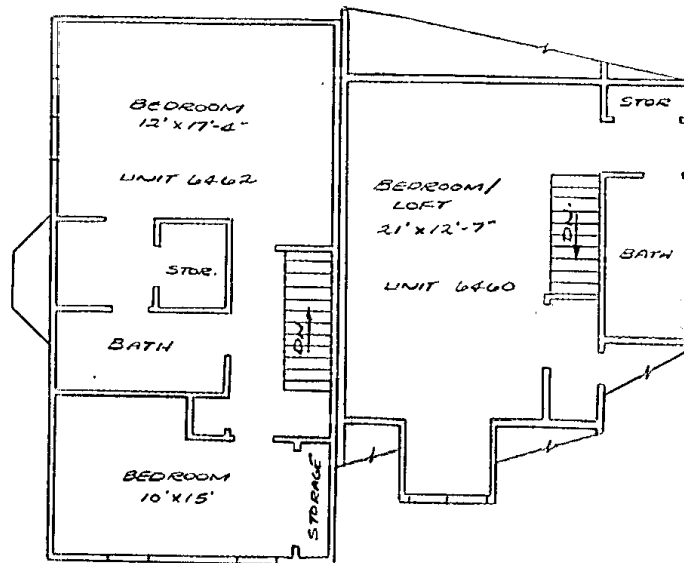


EASTWOOD CONDOMINIUM
SECOND FLOOR PLAN
UNITS 6462 & 6460
SCALE 1/8" = 1'-0"

VOL 871 PAGE 735

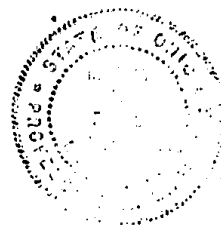
Exhibit B-10

VOL 885 PAGE 569



I HEREBY CERTIFY THAT THIS DRAWING
ACCURATELY SHOWS THE BUILDINGS
AS CONSTRUCTED, NOT YET COMPLETED.

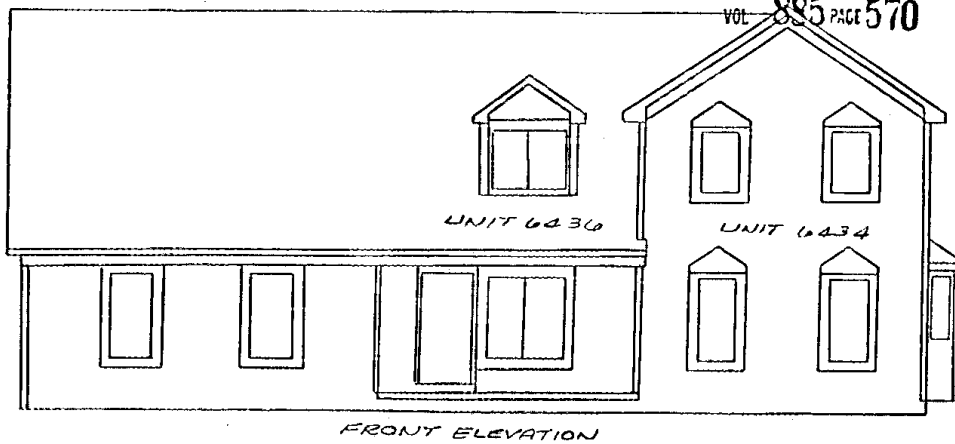
Richard C. Friedl 10-5-89
RICHARD C. FRIEDL, P.E. 34002 DATE



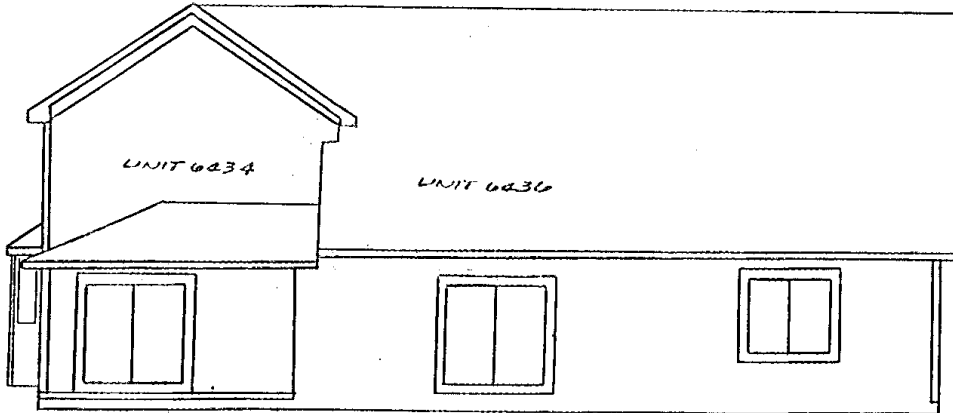
EASTWOOD CONDOMINIUM
 FRONT & REAR ELEVATIONS
 UNITS 6436 & 6434
 SCALE 1/8" = 1'-0"

VOL 871 PAGE 736

Exhibit B-11



FRONT ELEVATION



REAR ELEVATION

I HEREBY CERTIFY THAT THIS DRAWING
 ACCURATELY SHOWS THE BUILDINGS
 AS CONSTRUCTED, NOT YET COMPLETED.

Richard C. Friedl 10-5-89
 RICHARD C. FRIEDL, P.E. 34002 DATE



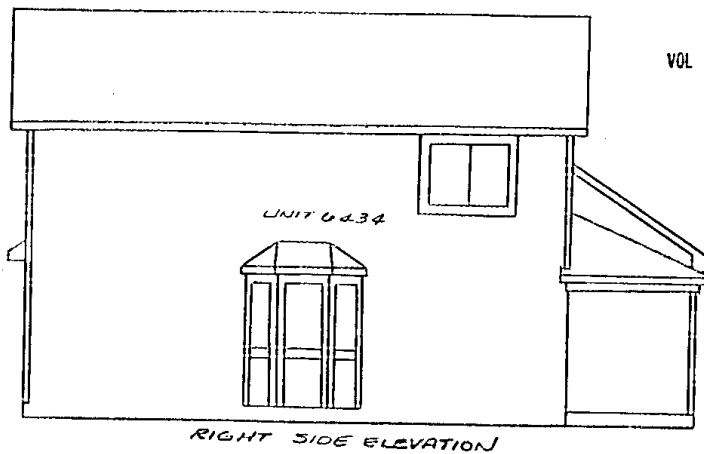
POGGEMEYER DESIGN GROUP, INC.
 ENGINEERS ARCHITECTS PLANNERS
 378 WALES AVENUE N.W., SUITE A MASSILLON, OHIO PHONE 261/52-970

EASTWOOD CONDOMINIUM
SIDE ELEVATIONS
UNITS 6430 & 6434
SCALE 1/8" = 1'-0"

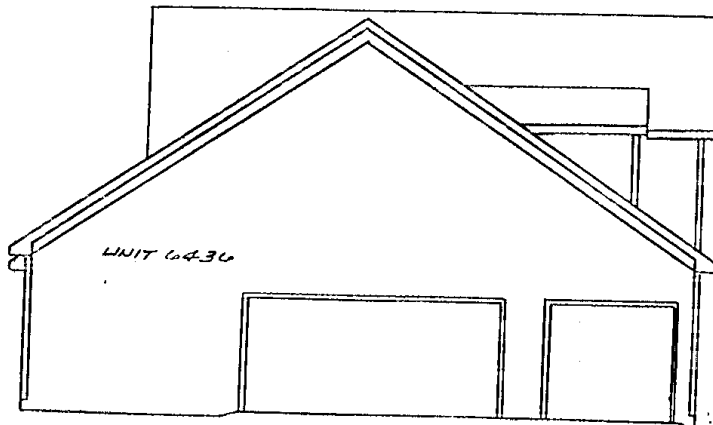
VOL 871 PAGE 737

Exhibit B-12

VOL 885 PAGE 571



RIGHT SIDE ELEVATION



LEFT SIDE ELEVATION

I HEREBY CERTIFY THAT THIS DRAWING
ACCURATELY SHOWS THE BUILDINGS
AS CONSTRUCTED, NOT YET COMPLETED.

Richard C. Friedl 10-5-87
RICHARD C. FRIEDL, P.E. 34002 DATE

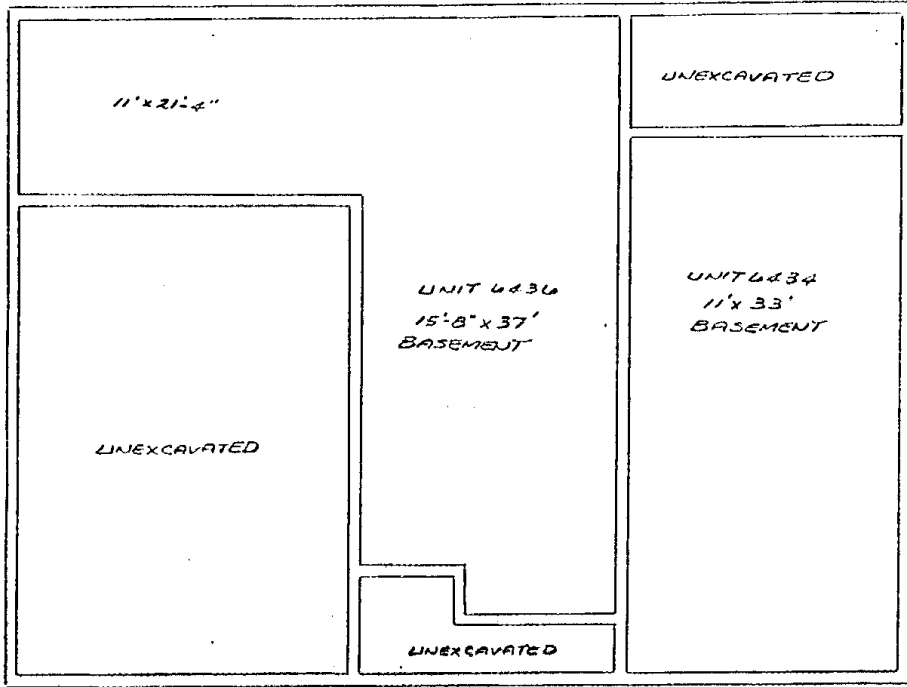


EASTWOOD CONDOMINIUM
FOUNDATION PLAN
UNITS 6436 & 6434
SCALE 1/8"=1'-0"

VOL 871 PAGE 738

Exhibit B-13

VOL 885 PAGE 572



I HEREBY CERTIFY THAT THIS DRAWING
ACCURATELY SHOWS THE BUILDINGS
AS CONSTRUCTED, NOT YET COMPLETED.

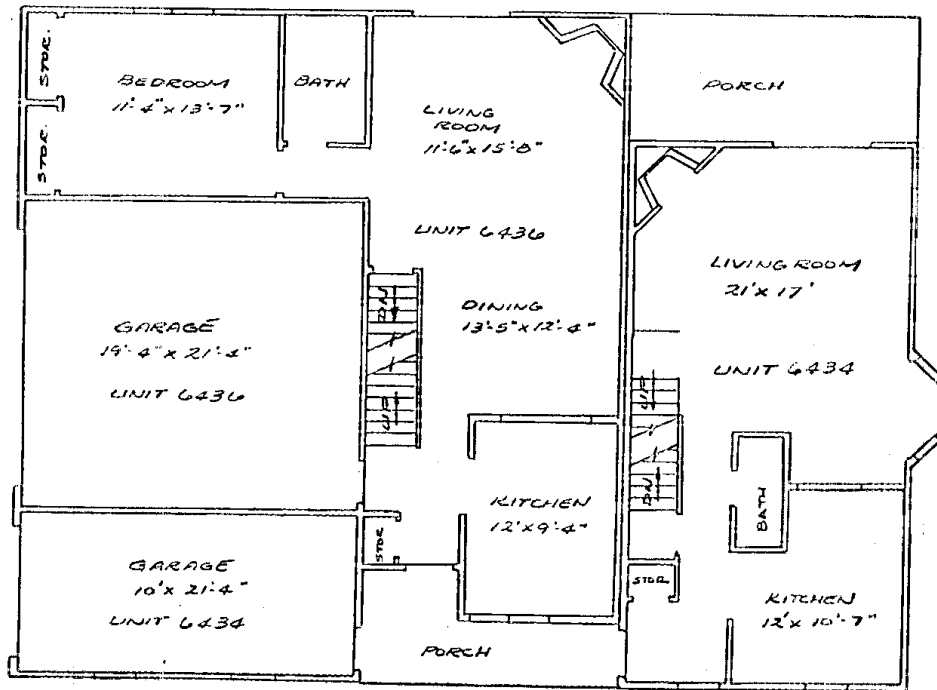
Richard C. Friedl 10-5-89
RICHARD C. FRIEDL, RE. 31002 DATE

EASTWOOD CONDOMINIUM
 FIRST FLOOR PLAN
 UNITS 6436 & 6434
 SCALE 1/8" = 1'-0"

VOL 871 PAGE 739

Exhibit B-14

VOL 885 PAGE 573



I HEREBY CERTIFY THAT THIS DRAWING
 ACCURATELY SHOWS THE BUILDINGS
 AS CONSTRUCTED, NOT YET COMPLETED.

Richard C. Fricol 10-5-89
 RICHARD C. FRICOL, P.E. 34002 DATE



POGGEMEYER DESIGN GROUP, INC.
 ENGINEERS ARCHITECTS PLANNERS
 37N WALES AVENUE N.W. SUITE A MASSILLON, OHIO PHONE 261/832-9115

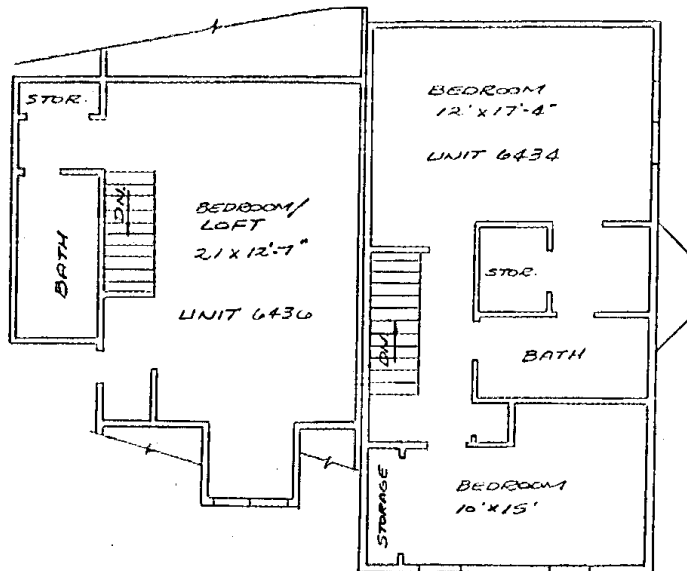


EASTWOOD CONDOMINIUM
SECOND FLOOR PLAN
UNITS 6430 & 6434
SCALE 1/8" = 1'-0"

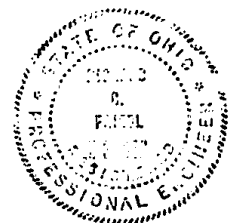
VOL 871 PAGE 740

Exhibit B-15

VOL 885 PAGE 574



I HEREBY CERTIFY THAT THIS DRAWING
ACCURATELY SHOWS THE BUILDINGS
AS CONSTRUCTED, NOT YET COMPLETED.
Richard C. Friedl 10-5-89
RICHARD C. FRIEDL, P.E. 34002 DATE



POGGEMEYER DESIGN GROUP, INC.
ENGINEERS ARCHITECTS PLANNERS
379 WALES AVENUE N.W. SUITE A MASSILLON, OHIO PHONE 26/832-976



VOL 871 PAGE 741

EXHIBIT C

VOL 885 PAGE 575

Description of Residential Buildings

All buildings have been built to the same plans and specifications. They have a two story unit attached to a story and a half unit. There is a three car attached garage, and a covered front porch area.

The buildings also contain a full basement which is divided into the units contained in each building. The basements are constructed of 8" block.

The buildings are constructed of wood frame with vinyl or aluminum exterior siding. The roof is asphalt or fiberglass shingles.

EXHIBIT D

VOL 871 PAGE 742

VOL 885 PAGE 576

DESCRIPTION OF UNITS

Unit Numbers 6434, 6462, and 6470 are two-story units containing 1224 square feet of finished living area. Each of the said units includes a kitchen, dining area, living room, and a half bath on the first floor and two bedrooms and a full bath on the second floor. There is an 8 foot by 16 foot covered concrete patio attached to the rear of these units. The units have a full basement and, as appurtenant limited common area, a one-car garage as shown on the drawings.

Unit Numbers 6436, 6460, and 6472 are story and a half units, containing 1305 square feet of finished living area. Each unit includes a kitchen, dining area, living room, bedroom, and a full bath on the first floor and a full bath and bedroom on the second floor. The units have a full basement and, as appurtenant limited common area, a two-car garage as shown on the drawings.

The kitchen in all units has a range, hood, dishwasher, and garbage disposal. All units have a gas fireplace in the living room. Adjacent to the back of each unit is an area designated as limited common area and is to be used exclusively by occupants of said unit. This area is 18 feet by 15 feet. Some of these units may have a wooden deck in this area.

VOL 871 PAGE 743

EXHIBIT E

PERCENTAGE OF OWNERSHIP OF COMMON AREA VOL 885 PAGE 577

The percentage of interest in the Common Area of each unit owner is as follows:

<u>Unit</u>	<u>Percentage Interest in Common Area</u>
6434	16.667%
6436	16.667%
6460	16.667%
6462	16.667%
6470	16.666%
6472	<u>16.666%</u>
	100%

EXHIBIT F

VOL 871 PAGE 744

EASEMENTS, RIGHTS OF WAY, LEASES AND MORTGAGES OF RECORD

VOL 885 PAGE 578

Oil and Gas Lease to H.P. Nuhlbach, received for record September 30, 1929, recorded in Volume 41, Page 243 of the Stark County, Ohio, Records.

Easement to The Ohio Bell Telephone Company received for record October 5, 1981, recorded in Volume 4359, page 872, of the Stark County, Ohio, Records.

Easement to Ohio Power Company received for record September 8, 1982, recorded in Volume OR 49, Page 255, of the Stark County, Ohio, Records.

Supplemental Gas Storage Agreement to East Ohio Gas Company, received for record May 7, 1943, and recorded in Volume 1408, Page 100, of the Stark County, Ohio, Records.

All matters set forth on Plat of Strawberry Fields Allotment No. 1, located in Stark County, Ohio, received for record and recorded in Plat Book Volume 50, Page 188 of the Stark County, Ohio Plat Records.

VOL 871 PAGE 745

EXHIBIT G

Description of Additional Property For 885 PAGE 579
Eastwood Condominium

Known as and being Lots Nos. 1 through 15 and Lots Nos. 19, 20 and 21 in Strawberry Fields, a subdivision in the Northeast Quarter of Section 14 (T-11, R-18), Plain Township, Stark County, Ohio, as the same is recorded in Plat Book 50, Page 118, of the Stark County Plat Records.

EXHIBIT H

BY-LAWS OF EASTWOOD CONDOMINIUM
UNIT OWNERS ASSOCIATION, INC.

VOL 885 PAGE 580

The within By-Laws are executed and attached to the Declaration of Condominium Ownership for Eastwood Condominium pursuant to Chapter 5311, Ohio Revised Code, said Chapter 5311 being hereinafter referred to as the "Condominium Act" and said Declaration, and any amendment thereto, being hereinafter referred to as the "Declaration." For purposes of these By-Laws, the definition of any and all words, terms and/or phrases which appear or are used in these By-Laws and are defined in the Declaration shall have the same meaning in these By-Laws as set forth in the Declaration and in the event any words, terms and/or phrases are not defined in the Declaration and are defined in the Condominium Act, such words, terms and/or phrases shall have the same meaning herein as is set forth in the Condominium Act.

The purpose of these By-Laws (hereinafter referred to as the "By-Laws") is to provide for the establishment of a Unit Owners Association (hereinafter referred to as the "Association") for the government of the Condominium Property described in the Declaration in the manner provided by the Declaration and these By-Laws (said condominium property being hereinafter referred to as the "Condominium Property") all of which shall be subject to the covenants, provisions and/or regulations contained in the Declaration and these By-Laws and shall be further subject to any and all restrictions, conditions and/or regulations hereafter adopted by the Board of Managers of the Association. The mere acquisition or rental of any Unit or Units described in the Declaration, or the mere act of occupancy of any Unit or Units shall constitute acceptance and ratification of the Declaration and these By-Laws.

These By-Laws 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 Eastwood Condominium Unit Owners Association, Inc. It is intended that the Association shall qualify for tax exempt status under the Internal Revenue Code, and to this end, the Association is organized solely for the purpose of providing for the management, maintenance and care of the Condominium Property. The Association through its Board of Managers shall take proper steps to insure, if possible, that its operations meet the requirements of the Internal Revenue Code for tax exempt status, and if any provision of these By-Laws would prevent the Association from qualifying for such tax exempt status, it shall be deemed null and void.

ARTICLE I

VOL 885 PAGE 581

THE ASSOCIATION

Section 1. Name and Nature of Association. The Association shall be an Ohio corporation not for profit and shall be called Eastwood Condominium Unit Owners Association, Inc.

Section 2. Membership. The membership of the Association shall consist of all the Owners of Units in the Condominium Property (hereinafter referred to as the "Members") in accordance with the respective percentages of ownership of said Owners in the Common Areas of the Condominium Property established under the Declaration. No purchaser of a Unit shall be deemed an Owner until the sale and purchase of such Unit has been consummated by the payment of the purchase price and delivery and recording of the deed therefor. Ownership of a Unit shall be the sole qualification for membership.

Section 3. Membership Not Transferable. Except as provided herein or in the Declaration, membership in the Association shall not be transferable. The membership in the Association of each Owner shall terminate upon a sale, transfer or other disposition of the Owner's ownership interest in the Unit, accomplished in accordance with the provisions of the Declaration, and all rights and privileges of a Member in the Association, the Owner's Unit and the Condominium Property shall cease on the termination of such membership, and, thereupon, the membership of such respective Owner in the Association shall automatically transfer to and vest in the new succeeding Owner. The Association may, but shall not be required to, issue certificates or other evidence of membership therein.

Section 4. Voting Rights for Unit Owners. Subject to the provisions set forth below and to the provisions of the Declaration, each Unit Owner or group of owners, collectively, of a unit shall be entitled to exercise voting rights which shall be weighed on a percentage basis, and shall be that percentage as set forth in Exhibit E, said percentage being based upon and equal to a unit's interest in the Condominium Common Area, as set forth in the Declaration. If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interest in the ownership interest in a Unit, each shall be entitled to exercise such proportion of the voting power for such Unit as shall be equivalent to such person's proportionate interest in the Ownership interest of such Units.

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 herein-after 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 By-Laws.

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 vote so long as it continues to be so held.

Section 5. Proxies. Members may vote or act in person(s) or by proxy. The person appointed as a proxy need not be a Member of the Association. Designation by a Member of a proxy to vote or act on the Owner(s) behalf shall be made in writing to the Board of Managers of the Association and 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 and if the mortgage so states, notice that said designation shall continue until such mortgage has been satisfied or otherwise terminated. 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 6. Meetings of Members.

(a) Annual Meeting. The annual meeting of the 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 be properly brought before the meeting shall be held at the offices of the Association of Eastwood Condominium or at such other place upon the Condominium Property or at such other place as designated by the Board of Managers on a date which also will be specified in the notice of such meeting at 8:00 P.M. or at such other time as may be designated by the Board of Managers and specified in the notice of the meeting, which notice shall be given as provided in Section C of this Article I.

(b) Special Meetings. Special meetings of the Members of the Association may be held on any business day when called by the President of the Association or by the Board of Managers of the Association or by Members entitled to cast at least twenty per cent (20%) of the votes of the Association. Upon request in

writing delivered either in person or by certified mail or registered mail to the President or the Secretary of the Association by any person or persons entitled to call a meeting of Members, such officer shall forthwith cause to be given to the Members entitled thereto written notice by personal delivery or by mail, of a meeting to be held on a date not less than ten (10) nor more than sixty (60) days after the receipt of such request as such officer may fix. If such notice is not given within thirty (30) days after the delivery or mailing of such request, the Members calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at 8:00 P.M. or at such other agreed upon time, and shall be held at the office of the Association or a such other place upon the Condominium Property or at such place as shall be specified in the notice of such meeting. No business other than that specified on the call or notice of said meeting shall be considered at any special meeting.

(c) Notices of Meetings. Not less than ten (10) nor more than sixty (60) days before the date fixed for any meeting of the Members of the Association, written notice stating the date, 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 By-Laws to give such notice. The notice shall be given by personal delivery or by mail to each Member of the Association who is an Owner of record as of the day preceding the day on which notice is given. If mailed, the notice shall be addressed to the respective Members of the Association. Notice of the time, place and purposes of any meetings of the Members of the Association may be waived in writing, either before or after the holding of such meeting, by any Member, which writing, shall be filed with or entered upon the records of the meeting. The attendance of any Member 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 the Owners of notice of such meeting.

(d) Quorum - Adjournment. Except as may be otherwise provided by law or by the Declaration, at any meeting of the Members of the Association, the Members of the Association entitled to exercise a majority of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting. No action may be authorized or taken by a lesser percentage than required by law, by the Declaration or by these By-Laws. The Members 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.

(e) Actions without a Meeting. All actions, except removal of a Manager, which may be taken at a meeting of the Association, may be taken without a meeting with the approval of and in a

writing or writings signed by Members having the percentage of voting power required to take such action if the same were taken at a meeting. Such writings shall be filed with the Secretary 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 notice under Section C, of this Article, not less than ten days prior to commencing the circulation of the action for written consent among the members.

(f) 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

(g) Vote by a Business Entity. The vote of any corporate partnership or trust Member may be cast on its behalf by any officer, partner, or beneficiary of such Member authorized to take such action on behalf of the Business Entity.

ARTICLE II

BOARD OF MANAGERS

Section 1. Board of Managers. The Board of Managers initially shall be those three (3) persons named as the initial Board pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by Declarant. No later than the time that Units to which twenty-five percent (25%) of the undivided interest in the Common Areas appertain have been sold and conveyed by the Declarant, Unit Owners other than Declarant shall elect one additional member of the Board. The Board shall then consist of four (4) members. When ownership interest to which fifty percent (50%) of such undivided interest appertain have been sold or conveyed, the Unit Owners, excluding Declarant, shall elect one more member to the Board; the Declarant shall appoint one additional member to the Board. The Board shall then consist of six members. None of the Declarant's appointees need be members or occupiers of a Unit. All persons elected to the Board by members of the Association, exclusive of the Declarant, however, must be Unit Owners.

All members of the Board will be elected by the Association membership, including Declarant, and the Declarant's authority to appoint persons to such Board shall terminate, on the occurrence of the earlier of the following two events:

(i) The expiration of the five (5) year period from the date of the establishment of the Association; or

(ii) The expiration of the thirty (30) day period after the sale and conveyance of ownership interest to which appertain seventy-five percent (75%) of the undivided interest in the Common Areas and facilities to purchasers in good faith for value.

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 those Board members earlier elected or appointed by the Unit owners and Declarant, respectively. The Board shall then and thereafter consist of five Managers. The terms of the five Managers shall be staggered so that the terms of at least one-third of the Managers will expire and successors be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the Managers whose terms then expire shall be elected to serve two-year terms.

All percentages set forth above shall be computed by comparing the number of Units sold and conveyed as against the maximum number of Units that may be created upon the Condominium Property and upon the additional property described in the Declaration, as established by the Declaration.

All elected members of the Board shall be Unit owners.

Notwithstanding the foregoing, the 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 Board members. If the Declarant waives its right to select one or more Board members, the membership shall meet and elect the members of the Board otherwise to have been selected by Declarant.

Section 2. Nomination. Nomination for election to the Board of Managers shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. At the first organizational meeting of the Association (after the Turnover date referred to above), all nominations shall be made from the floor. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Managers and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Managers not less than one month prior to each annual meeting of the members and shall serve thereafter until a new Nominating Committee is appointed, unless otherwise provided by the Board or otherwise voluntarily terminated. The Nominating Committee shall make as many nominations for election to the Board of Managers as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 3. Election. Election to the Board by the Unit owners shall be by secret written ballot. At such elections, the Unit owners or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest percentage of the voting authority of votes shall be elected. Cumulative voting is not permitted.

Section 4. Removal. Any one or more members of the Board of Managers, excepting only Managers (including initial and substitute or additional Managers) named in the Articles or selected by Declarant, may be removed from the Board of Managers ("the Board"), with or without cause, by a majority of the voting power of the Unit owners. In the event of death, resignation or removal of a Manager other than one named in the Articles or selected by Declarant, that Manager's successor shall be selected by the remaining members of the Board unless the election of a successor Manager is conducted at that same meeting and shall serve until the next annual meeting of Unit owners, when a Manager shall be elected to complete the term of such deceased, resigned or removed Manager. Declarant shall have the sole right to remove, with or without cause, any Manager designated in the Articles or selected by it, and select the successor of any Manager selected by it who dies, resigns, is removed or leaves office for any other reason before the first election of Managers.

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.

Section 5. Compensation. Unless otherwise determined by the Unit owners at a meeting duly called and noticed for such purpose, no Manager shall receive compensation for any service rendered to the Association as a Manager. However, any Manager may be reimbursed for his, her or its actual expenses incurred in the performance of duties.

Section 6. 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.

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

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the President of the Board, or by any three (3) Managers after not less than three (3) days' notice to each Manager. Said notice of the time and place of said meeting shall be given in writing by the person or persons calling the meeting, to each member of the Board either by personal delivery or telegram at least 36 hours before the meeting, or by mail deposited at least four days prior to the meeting. Said notice need not specify the purposes of the special meeting.

Section 9. Quorum. The presence of any duly called and noticed meeting, in person or by proxy, of Managers entitled to cast one-half (1/2) of the voting power of Managers shall constitute a quorum for such meeting.

Section 10. Voting Power. Except as otherwise provided in the Declaration, these By-Laws, the Articles or by law, each Manager shall be entitled to cast one vote, and the vote of a majority of Managers voting on any matter that may be determined by the Managers, at a duly called and noticed meeting shall be sufficient to determine that matter.

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

Section 12. Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Articles, these By-Laws, and the Declaration, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law, the Articles, the Declaration, and these By-Laws;
- (b) obtain insurance coverage no less than that required pursuant to the Declaration;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) repair, maintain and improve the Common Areas;
- (e) establish, enforce, levy and collect assessments as provided in the Declaration;
- (f) adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of Unit Owners and their guests thereon, and establish penalties for the infraction thereof;

- (g) suspend the voting rights of a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Declaration, these By-Laws, or the Articles);
- (h) declare the office of a member of the Board to be vacant in the event such Manager shall be absent from three (3) consecutive regular meetings of the Board;
- (i) authorize the officers to enter into one or more management agreements with third parties in order to facilitate the efficient operation of the property; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board - the terms of any management agreements shall be as determined by the Board to be in the best interest of the Association, subject, in all respects, to the provisions of these By-Laws, the Articles, and the Declaration);
- (j) purchase or lease or otherwise acquire in the name of the Association or its designee (corporate or otherwise) on behalf of all Unit Owners, any Unit offered for sale or lease, or Units subject to foreclosure or other judicial sales;
- (k) do all things and take all actions permitted to be taken by the Association by law, the Declaration, these By-Laws, and the Articles, not specifically reserved thereby to others;
- (l) grant licenses;
- (m) establish and maintain 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 designate trust funds for the benefit of Unit Owners or the Association;
- (n) form 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 delegate to such committees such powers, authority, and responsibilities as the Board may, in the exercise of its sole discretion, determine to be appropriate; and

- (o) borrow from any reserve fund established and maintained by it for a maximum period of 90 days to fund expenditures authorized in the Declaration or these By-Laws.

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

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

Section 14. Non-Liability of the Board of Managers. The members of the Board of Managers shall not be liable to the Owners or to the Association or its Members for any mistake of judgment or for any acts or omissions made in good faith as such Managers. The Owners and the Association and its Members shall indemnify and hold harmless each member of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Association unless any such contract shall have been made in good faith or contrary to the provisions of the Declaration applicable to the Units or the Condominium Property or contrary to the By-Laws of this Association. The liability of any Owner or Member arising out of the aforesaid indemnity shall be limited to such proportion of the total liability as the Owner's percentage of interest in the Common Areas and Facilities relates to the total percentage of interest of all Owners in the Common Areas.

Section 15. Fidelity Bonds. The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate Fidelity Bonds. The premiums on such bonds shall be paid by the Association and shall be a Common Expense.

ARTICLE III

OFFICERS

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

Section 2. Selection and Term. The officers of the Association shall be selected by the Board, at the first meeting of the Board of Managers following each Annual Meeting of the members (Organization Meeting), and shall serve for a term of one year, unless he shall sooner resign, be removed, or otherwise disqualified to serve.

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

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

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

- (a) President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all leases, mortgages, deeds and other written agreements.
- (b) Vice President. The vice president shall perform the duties of the President in the event of his absence, inability or refusal 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 Trustees.
- (c) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit owners, serve notice of meetings of the Board and of the Unit owners, and keep appropriate current records showing the names of Unit owners of the Association together with their addresses.
- (d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, disburse such funds as directed by resolution of the Board, sign all checks and promissory notes of the Association, keep proper books of account, and prepare an annual budget and a statement of income and expenditures to be presented to the Unit owners at the annual meeting, and deliver or mail a copy of each to each of the Unit owners.

ARTICLE IV

COMMITTEES

Section 1. The Board of Managers may appoint an Architectural Control Committee and a Nominating Committee, as provided by these By-Laws. In addition, the Board of Managers may appoint other committees as deemed appropriate in carrying out its purposes.

Section 2. It shall be the duty of the Board of Managers to act as a Committee of the whole to receive complaints from members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such Managers, officer or Committee of the Association as if further concerned with the matter presented.

ARTICLE V

GENERAL POWERS OF THE ASSOCIATION

Section 1. Payments from Maintenance Funds. Each Owner shall pay Common Expenses and/or assessments for Common Expenses, as provided herein and/or in the Declaration to the Association, for the benefit of all of the Owners, and the Association shall place the funds so collected in one or more accounts of the Association (said account or accounts being hereinafter referred to as the "Maintenance Fund"), and out of the Maintenance Fund the Association shall arrange and pay for the following:

(a) Utility Services. The cost of water, waste removal, heat, and any other utility service for the Common Areas and the cost of waterlines, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Owners; however, the Association may discontinue such payments at any time, in which case each Owner shall be responsible for direct payment of his share of such expenses as shall be determined by the Board of Trustees of the Association; and the Association reserves the right to levy additional assessments against any Owner to reimburse it for excessive use, as shall be determined by the Board of Trustees, by such Owner of any utility service having been charged against or to the Maintenance Fund;

(b) Casualty Insurance. The premiums upon a policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually;

(c) Liability Insurance. The premiums upon a policy or policies insuring the Association, the members of the Board of Trustees and the Owners against any liability to the public or to the Owners, and their invitees or tenants, incident to the ownership and/or use of the Units and/or the Limited Common Areas and/or Common Areas as provided in the Declaration, the limits of which policy or policies shall be reviewed annually;

(d) Worker's Compensation. The costs of worker's compensation insurance to the extent necessary to comply with any applicable law;

(e) Wages and Fees for Services. The fees for 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 Property, the services of any person or persons required for the maintenance or operation of the Condominium Property, any legal and/or accounting services necessary or property in the operation of the Condominium Property or the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association;

(f) Care of Common Areas. The cost of landscaping, gardening, snow removal, cleaning, tuckpointing, maintenance, decorating, repair and replacements of the Common Areas which are to be maintained and repaired by the Association as Common Expenses pursuant to the Declaration (but not including the interior surfaces of the Units or the Limited Common Areas which are not to be maintained, repaired and/or replaced by the Association as a Common Expense which the respective Owners shall paint, clean, decorate, maintain and repair), the painting, cleaning and decorating of the exterior surfaces of the building (excluding windows) and the parking spaces within the Condominium Property (whether the same are Limited Common Areas or Common Areas), and such furnishings and equipment for the Common Areas as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Areas;

(g) Certain Maintenance of Units. The cost of the maintenance and repair of any Unit or Limited Common Areas if such maintenance or repair is necessary, in the discretion of the Association, to protect or improve the Common Areas of any other portion of the Condominium Property, and if the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair is delivered by the Association to said Owner or Owners, provided that the Association shall levy special assessments against such Owner or Owners for the cost of said maintenance or repair;

(h) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Condominium Property or any part thereof which may in the opinion of the Association constitute a lien against the entire condominium Property rather than merely against the interests therein of particular Unit Owners; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter, and where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specially assessed to said Owner or Owners;

(j) Additional Expenses. The cost of any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, Common Expenses or Assessments with the Association is required to secure or pay for pursuant to the terms of the Declaration and/or these By-Laws and/or Easement Agreement or by law or which is in the opinion of the Association necessary or property for the maintenance and operation of the Condominium Property as a first class condominium project or for the enforcement of the Declaration, these By-Laws and/or any rules and regulations promulgated hereunder.

Section 2. Capital Additions and Improvements. The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the Maintenance Fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Areas, subject to all the provisions of the Declaration and these By-Laws) having a total cost in excess of One Thousand Dollars (\$1,000.00), nor shall the Association authorize any structural alterations, capital additions to, or capital improvements of, the Common Areas requiring an expenditure in excess of One Thousand Dollars (\$1,000.00), without in each case the prior approval of 51 percent (51%) of the voting power of the Association and 51 percent (51%) of approved mortgagees holding first mortgages on Units, whose approval shall not be unreasonably withheld.

Section 3. Contracts with Developer. Anything contained in these By-Laws and the Declaration to the contrary notwithstanding, neither the Declarant or the Developer shall enter into any contract with the Association to provide any services to the Association and/or the Condominium Property which is for a period in excess of one (1) year from and after the date the Unit Owners of the Condominium Property, other than Declarant, have assumed control of the Association, unless such management contract or other agreement is renewed and continued by the Association by a majority vote of the Unit Owners, other than the Declarant and Developer, duly taken and had in accordance with the By-Laws and the Condominium Act.

Section 4. Association's Right to Enter Units. The Association or its agents may enter any Unit or any other part of the building situated on the Condominium Property when necessary in connection with any maintenance, repair, service and/or construction of any Common Area located within its boundaries or any portion of the Unit or Limited Common Area for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association, at the expense of the Maintenance Fund. In the event of any emergency originating in or threatening any Unit or at a time when required alterations or repairs are scheduled, the Managing Agent or its representative or any other person designated by the Board of Managers may enter the Unit immediately, whether the Owner is present or not.

Section 5. Right to Cure Delinquencies. In the event any Unit Owners shall default in the payment of any monies required to be paid under the provisions of any mortgage against his Unit Ownership, the Board of Managers shall have the right to cure such default, but shall not be obligated to do so 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 XVI of the Declaration.

Section 6. Rules and Regulations. The Board of Managers may adopt rules and regulations and the Association, by vote of the Members entitled to exercise a majority of the voting power of the Association, may from time to time supplement, amend and modify such rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the Owners and occupants of the Condominium Property. Written notice of such rules and regulations shall be given to all Owners and occupants and the Condominium Property shall at all times be maintained subject to such rules and regulations. In the event any such rules and regulations shall conflict with any provisions of the Declaration or of these By-Laws, the provisions of the Declaration and of these By-Laws shall govern.

Section 7. Special Services. The Association may arrange for the provision of any special services and facilities for the benefit of such Owners and/or occupants as may desire to pay for the same, including, without limitation, cleaning, repair and maintenance of Units. Fees for such special services and facilities shall be determined by the Board of Managers and may be charged directly to the respective participating Owners, or paid for the Maintenance Fund and levied as a special assessment due from the respective participants.

Section 8. 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 By-Laws.

Section 9. Delegation of Duties. Nothing herein contained shall be construed so as to preclude the Association, through its Board of Managers and officers, from delegating to persons, firms or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Association as the Board of Managers of the Association shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

Section 10. Applicable Laws. The Association shall be subject to and governed by the provisions of any statute applicable to property submitted to the Condominium form of ownership (including, without limitation, Chapter 5311, Ohio Revised Code); provided, however, that all inconsistencies between or among the permissive provisions of any statute and any provisions of the Declaration or these By-Laws, shall be resolved in favor of the

Declaration or these By-Laws, and any inconsistencies between any statute applicable to associations generally and to associations formed to administer property submitted to the Condominium form of ownership shall be resolved in favor of the latter statute. In the event of any conflict or inconsistency between the provisions of the Declaration and the By-Laws of the Association, the terms and provisions of the Declaration shall prevail, and the Owners and all persons claiming under them covenant to vote in favor of such amendments in the By-Laws as will remove such conflicts or inconsistencies.

ARTICLE VI

DETERMINATION AND PAYMENT OF COMMON EXPENSES AND ASSESSMENTS

Section 1. Obligation of Owners to Pay Assessments and to Make a Contribution to Working Capital. It shall be the duty of every Owner to pay the Owner's proportionate share of Common Expenses and any and all assessments therefor as set forth in Article XVI of the Declaration. Such proportionate share of the Common Expenses shall be in the same ratio as the Owner's percentage of ownership in the Common Areas 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 herein provided or as provided in Article XVI of the Declaration. 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.

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 owner's initial contribution to the working capital of the Association. Such Contribution shall be non-refundable.

ARTICLE VII

ESTABLISHMENT OF ANNUAL BUDGET

Section 1. Preparation of Estimated Budget. Prior to the beginning of each fiscal year, the Board of Managers shall estimate the total amount necessary to pay the cost of management fees, wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all such services in connection with the Condominium Property, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacement, and shall notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said estimated cash requirements (hereinafter referred to as the "Estimated Cash Requirement") shall be assessed to the Owners according to each Owner's percentage of Ownership in the Common Areas as set forth in the Declaration. On or before the first day

of the ensuing fiscal year, and the 1st day of each and every month of said ensuing year, each Owner shall be obligated to pay to the Association the monthly amount determined to be payable that month as the appropriate amount of the annual Common Expenses for that year as well as the amount of any other assessment made pursuant to the terms of the By-Laws and Declaration. On or before the date of the annual meeting in each calendar year, the Association shall supply to all Owners an itemized accounting of the maintenance expenses actually incurred in the preceding calendar year, together with a tabulation of the amounts collected pursuant to the estimate provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Areas to the next monthly installments for Common Expenses due from Owners under the then current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the Common Areas to the installments due in the succeeding six (6) months after rendering of the accounting. The annual budget, including the initial budget of the Association, shall be established on an annual basis. Each Unit Owner recognizes that the initial cost for the maintenance and operation of the Condominium Property shall be less during the initial operations due to the new condition of the Condominium Property and its partial use and that, thereafter, it is probable that the amount of the monthly Common Expense shall increase.

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 designates as such, shall be designated separately as such on the records of the Association and on assessment notices sent to Unit Owners. That portion of each assessment payment 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 these purposes on the records of the Association and on assessment notices sent to Unit Owners.

Section 2. Budget for First Year. The Board of Managers of the Association, when the Declaration is filed for record, shall be composed of members designated by the Declarant or Developer and the members so designated by the Declarant or Developer shall continue to serve as and be the members of the Board of Managers of the Association until the Unit Owners of the Condominium Property have the right to elect members of the Board of Managers of the Association as set forth and provided in Article II, Section 1, of the By-Laws and pursuant to the provisions of the Condominium Act. The Board of Managers of the Association, as designated by the Declarant or Developer, shall promptly prepare an Estimated Cash Requirement which will be consistent with the

Projected Budget disclosed in the Disclosure Statement which will be the basis for determining the amount of the monthly Common Expenses which each Unit Owner shall be obligated to pay.

Section 3. Failure to Prepare Annual Budget. The failure or delay of the Association or Board of Managers to prepare or serve the annual or adjusted estimate on the Owners shall not constitute a waiver or release in any manner of any Owner's obligation to pay the Common Expenses for maintenance costs and necessary reserves or any other charge as herein provided, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly Common Expenses at the existing monthly rate or rates established for the previous period until the first monthly Common Expense payment date which occurs more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 4. Books and Records of Association. The Association shall keep full and correct books of account and the same shall be open for inspection by any Owner or any representative of any Owner duly authorized in writing, or by any approved mortgagee holding a first mortgage on one or more units at reasonable times during normal business hours and upon request by an Owner, his representative, or an approved mortgagee. Upon ten (10) days notice to the Board of Managers and upon payment of a reasonable fee, any 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 Owner.

Section 5. Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for special assessments as may be levied hereunder against less than all of the Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the Owners in proportion to each Owner's percentage ownership 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 6. Annual Audit. The books of the Association shall be audited once a year by the Board of Managers, and such audit shall be completed prior to each annual meeting of the Members. If requested by two members of the Board of Managers, such audit shall be made by a Certified Public Accountant or an independent auditing firm. 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 Units.

Section 7. Security Deposits from Certain Owners. If in the judgment of the Board of Managers the equity interest of any Owner (whether the original Owner or a subsequent purchaser or transferee) in the Owner's Unit at any time is not sufficient to assure realization of all assessments, charges and/or other sums which may be levied by the Association, the Association shall have the right to require such Owner to establish and maintain a security deposit, in an amount which the Board of Managers deems necessary for such purposes, provided, however, that such security deposit shall in no event exceed an amount which, when added to such Owner's equity interest in the Unit, will exceed twenty percent (20%) of the purchase price the Owner paid for the Unit. In the event that any Owner shall fail to pay any assessments, charges and/or other sums which may be due hereunder or shall otherwise violate any provisions of the Condominium Act and/or any covenants, terms and/or conditions of the Declaration and/or these By-Laws, the Association shall have the right, but not the obligation, to apply such security deposit in reduction of the alleged damages resulting from such failure or violation, which right shall be in addition to any and all other rights and remedies provided for in the Condominium Act, the Declaration and/or these By-Laws. Upon any sale by such Owner of the Owner's Unit, or at such times as such Owner's equity in the Owner's Unit is sufficiently great to dispense with the necessity of such security deposit, any unapplied balance of said security deposit remaining to the credit of the Owner shall be refunded, provided that the Owner shall not be in default under the Owner's obligations under the Condominium Act, the Declaration and/or these By-Laws. The Association shall have the right to maintain all security deposits held by it, as aforesaid, in a single savings account and shall not be required to credit any interest to any Owner until such time, if ever, as the unapplied balance of the security deposit is refunded, as aforesaid, and then only to the extent interest, if any, has been earned on said security deposit. Said security deposit shall at all times be subject and subordinate to the lien for unpaid Common Expenses and/or any charges or assessments referred to in the Declaration and/or in Section 5 of Article V of the By-Laws and all rights thereto shall inure to the benefit of the Association.

Section 8. Encumbrancer's Statement and Right to Cure. Any encumbrance 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 amount properly chargeable against such Unit, and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid.

PURCHASE OF UNITS BY ASSOCIATION

Section 1. Consent of Voting Members to Purchase by Association. The Board of Managers shall not purchase any Unit ownership or interest therein without the prior approval of those members, whose Unit ownerships are not the subject matter of the purchase, who are entitled to exercise not less than 75 percent (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 sale is held pursuant to an order or direction of a court, upon the prior approval of the aforesaid voting members, which approval shall set forth a maximum price which the Board of Managers is authorized to bid and pay for the 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 2. Financing of Purchase by Association.

(a) Acquisition of Unit ownership or any interest therein under the provisions hereof 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 XVI 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 3. 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.

ARTICLE IX

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GENERAL PROVISIONS

Section 1. Copies of Notice to Mortgage Lenders. Upon written request to the Board of Managers, the holder of any duly recorded mortgage or trust deed against any Unit shall be given a copy of any and all notices permitted or required by the Declaration or these By-Laws to be given to the Owner or Owners whose Unit is subject to such mortgage or trust deed.

Section 2. Service of Notices on the Board of Managers. Notice required to be given to the Board of Managers or to the Association may be delivered to any member of the Board of Managers or officer of the Association either personally or by mail addressed to such member or officer at such person's Unit.

Section 3. Service of Notices on Devisees, Heirs-at-Law and Personal Representatives. Notices required to be given to any devisees, heirs-at-law, or personal representative of a deceased Owner may be delivered either personally or by mail to such person at his, her or its address appearing on the records of the court wherein the estate of such deceased Owner is being administered.

Section 4. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these By-Laws 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 5. Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these By-Laws shall be deemed to be binding on all Owners, their respective successors, heirs and assigns.

Section 6. Notices of Mortgages. Any Owner who mortgages the Owner's Unit shall notify the Association, in such manner as the Association may direct, of the name and address of the Owner's mortgagee and thereafter shall notify the Association of the full payment, cancellation or any other alteration in the status of such mortgage.

Section 7. Enforceability of Covenants. The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws, or any part of the same shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws.

Section 8. Use and Occupancy Restrictions.

(a) Restrictions on Alterations. No Owner shall overload the electrical wiring in the building(s) or operate any machinery, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Board of Managers, any unreasonable disturbance or make any alteration to or connections with the heating or air conditions or plumbing systems without the prior written consent of the Board of Managers.

(b) Insurance on Contents of Units. Each Owner shall be responsible for insuring the contents of the Owner's Unit and Owner's respective Limited Common Areas and the Owner's additions and improvements thereto and decorations and furnishing and personal property therein, and the Owner's personal property stored elsewhere on the Condominium Property, and the Owner's personal liability to the extent not covered by the liability insurance for all of the Unit Owners obtained as part of the Common Expenses as above provided. All policies maintained by the Owner under this provision shall include a waiver of subrogation in the event of a loss for the benefit of the Association, Declarant, Developer, Managers, Managing Agent and their respective agents.

(c) Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants, or rights created by these By-Laws 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 George Bush, President of the United States of America.

ARTICLE X

AMENDMENT OF BY-LAWS

These By-Laws may be amended or modified at any time, from time to time, by action or approval of Owners exercising seventy-five percent (75%) or more of the voting power; except the By-Laws affecting the rights or interests of Declarant or Developer and/or its agents shall not be amended or modified without the prior written consent of Declarant, provided, further Amendments may be made to these By-Laws for the reasons as provided in Article X of the Declaration. No modification of or amendment to these By-Laws is valid unless it is set forth in an amendment to the Declaration and the amendment is filed for record.

IN WITNESS WHEREOF, the Declarant, LEMMON-LEACH, INC. has

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executed this instrument at Canton, Ohio, on the 11TH day of December, 1989.

Signed and acknowledged in the presence of:

LEMMON-LEACH, INC.

Lisa E. Leach
Ann Lippla

By: Robert P. Leach
Its: PRESIDENT

STATE OF OHIO)
) SS:
STARK COUNTY)

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above-named LEMMON-LEACH, INC. by Robert P. Leach its PRESIDENT who having been first duly sworn, acknowledged that he did execute the foregoing instrument for and on behalf of Declarant and that the same is his free act and deed, individually, and as President of Declarant.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Canton, Ohio, this 11TH day of December, 1989.

Lisa E. Leach
Notary Public

LISA E. LEACH
Notary Public, Ohio
My Commission Expires February 28, 1991

This instrument prepared by:
Bruce M. Soares, Esq.
1000 United Bank Plaza
Canton, Ohio 44702

BMS:REGAL:BY:AA7