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VOL 39 PAGE 627

DECLARATION OF
CONDOMINIUM OWNERSHIP
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO
FOR
BROOKSHIRE COMMONS CONDOMINIUM

July 26TH, 1982

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

William B. Ross
Auditor of Stark County, Ohio

This Instrument Prepared by:
James D. Snively
Attorney at Law
11 Lincoln Way East
Massillon, Ohio 44646

RECEIVED FOR RECORD
JUL 26 1982
at 10:58 o'clock A.M.
JUL 27 1982
RECORDED
In Stark County Official
Records
Vol. 39 Page 627
EUGENE M. FELLMETH
RECORDER FEE \$5.00

For Condominium Plat, see Condominium Plat Book
Volume 2, Page 85, of the Stark County Records.

RECORDER'S PARTNERSHIP CERTIFICATE
E. M. Fellmeth hereby certify this 26th day of
July 1982 that the partnership, Brookshire Commons
has filed the certificate of partnership required by R.C. 1777.02
EUGENE M. FELLMETH, COUNTY RECORDER
By *Barbara A. Murray*

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EXHIBITS

- Exhibit A - Description - Condominium Property
- Exhibit B - Drawing of Project
- Exhibit C - Drawings of Buildings
- Exhibit D - Description of Total Area
- Exhibit E - By-Laws of Brookshire Commons Condominium Association

DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
BROOKSHIRE COMMONS CONDOMINIUM

Introductory

This instrument (with Bylaws, drawings, and other exhibits) replaces and supersedes the Preliminary Declaration of Condominium Ownership, and attachments thereto, recorded on July 30, 1981, in Volume 3, Page 182 et seq., of the Stark County, Ohio, Condominium Records. Said previous filings are void and of no affect.

DECLARATION

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This is the Declaration of Brookshire Commons Condominium made on or as of the 14 day of July, 1982, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Recitals

A. Brookshire Commons, a Partnership, hereinafter known as "Declarant," is the owner in fee simple of all of the real property hereinafter described and the improvements thereon and appurtenances thereto.

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

Definitions

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

1. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating Brookshire Commons Condominium Unit Owners Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be lawfully amended from time to time. (The State of Ohio's non-profit corporation statutory law.)
2. "Association" and "Unit Owners Association" mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the Association created for the Condominium pursuant to the provisions of the condominium law.
3. "Board" and "Board of Trustees" means those persons who, as a group, serve as the board of trustees of the Association and are also one and the same as the board of managers of the Condominium established for the Condominium pursuant to the provisions of the condominium law.
4. "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 law for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the By-Laws is attached hereto and made a part hereof.
5. "Common Areas" means all of the Condominium Property, except that portion thereof described in Article V hereof 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 law.
6. "Condominium" and "Brookshire Commons Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the condominium law.
7. "Condominium Law" means the statutory law of the State of Ohio regulating the creation and operations of condominiums and is presently Chapter 5311 of the Revised Code of Ohio.

8. "Condominium Property" means the tract of land described in Exhibit A hereto, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.
9. "Declarant" means Brookshire Commons, a Partnership, and its successors and assigns, provided the rights specifically reserved to Declarant under the Articles, 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.
10. "Declaration" means this instrument by which the Condominium Property is submitted to the condominium law, as this instrument may be lawfully amended from time to time.
11. "Drawings" means the drawings for the Condominium, as defined in the condominium law, filed simultaneously with the submission of this Declaration for recording, as the same may be lawfully amended from time to time.
12. "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.
13. "Limited Common Areas" means those Common Areas serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful Occupants of that Unit or Units either in this Declaration, or by the Board, and is that portion of the Condominium Property consisting of "limited common areas and facilities" of the Condominium under the provisions of the condominium law.
14. "Occupant" means a person or persons in possession of a Unit, regardless of whether that person is Unit Owner.
15. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.
16. "Trustee" and "Trustees" mean that person or those persons serving, at the time pertinent, as a trustee or trustees of the Association, and mean that same person or those persons serving in the capacity of a manager or managers of the Association, as defined in the condominium law.
17. "Unit" and "Units" mean that portion or portions of the Condominium Property described as a unit or units under Article V of this Declaration, and is that portion of the Condominium constituting a "Unit" or "Units" of the Condominium under the provisions of the condominium law.
18. "Unit Owner" and "Unit Owners" mean that person or those persons owning a fee simple interest in a Unit or Units, each of whom is also a "member" of the Association, as defined in Chapter 1702 of the Revised Code of Ohio.
19. "Garage" means the parking garage which is a part of each Unit as shown on the drawings.

The Plan

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

ARTICLE I

THE LAND

A legal description of the land constituting Condominium property, located in Jackson Township, Stark County, Ohio, is attached hereto and marked "Exhibit A."

ARTICLE II

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NAME

The name by which the Condominium shall be known is Brookshire Commons 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 said units in phases pursuant to the theory of an Expandable Condominium Property; to establish a unit owners' association (the Association) to administer the Condominium; to provide for the preservation of the values of Units and the Common Areas; to provide for and promote the benefit, enjoyment and well-being of Unit Owners and Occupants; to administer and enforce the covenant, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

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

(a) Unit Uses. The Association may, by properly enacted rules and regulations, make reasonable rules and regulations concerning the occupancy of Units in the Condominium. Except as otherwise specifically provided in this Declaration, no unit shall be used for any purpose other than that of a residence and purposes customarily incidental thereto. Notwithstanding the foregoing:

(i) an Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, or personal business or professional telephone calls or correspondence, in or from a Unit, is engaging in a use expressly declared customarily incidental to principal residential use and is not in violation of these restrictions and

(ii) it shall be permissible for Declarant to maintain during the period of its rental and sale of Units one or more Units as sales models and office.

(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

(i) Declarant may, from time to time, maintain signs on the Common Areas during the rental and sales periods advertising Units for rent or for sale, and

(ii) except as specifically 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, subject to such rules and regulations as may from time to time be promulgated by the Board.

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

(d) 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, or in or on a patio or balcony, and no sign, awning, canopy, shutter or citizens' band or other radio antenna or transmitter, T.V. antennas or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, unless authorized by the Board and subject to such rules and regulations as the Board may adopt from time to time.

(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 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 promulgated from time to time 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 that they are approved by the Board; and (b) on the Common Areas and Units, signs advertising the rental or sale of Units by the Declarant or Unit Owner for purposes of sale or rental of a Unit or Units.

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

(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. If any structure, planting or other material (except as exists at the time of this Declaration) is constructed or placed on any utility or drainage easements within a Unit or Limited Common Areas and it is necessary to make repairs to water, sewer, electric or gas utilities within said easement, said Unit owner where the repair is made shall be responsible for the cost

of said repairs to the utility line and for repair of any structure within the Unit or Limited Common Area that is damaged as a result of repair of said utilities. In the event of repair to electric, telephone or television cable lines located within a Unit or Limited Common Area, the Association shall be responsible for the cost of repair of the line and damaged structure except to the extent that the damaged line serves only that particular Unit. In such case, the Unit owner of said Unit shall be responsible for repair and damage. If the Unit owner fails to make repairs, the Association shall make said repairs and assess the individual Unit owner as provided in Article XVII.

(l) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Areas, except one domestic pet, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that

(i) no dogs shall be permitted in any portion of the Common Areas except on a 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 promulgate, including, without limitation, the right to place limitations on the size, number, etc., of such pets and the right to levy fines against persons who do not clean up after their pets, and

(iii) the right of an Occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance.

(iv) no such pet shall be maintained outside any unit.

(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 Association, in writing, within five (5) days after an interest in that Unit owner's Unit has been transferred to another person.

(n) 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.

(o) 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 it, approval will not be required and these provisions will be deemed to have been fully complied with.

(p) 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.

(q) Miscellaneous Restrictions. The following restrictions, conditions, and limitations as to use and occupancy shall run with the land and shall be binding upon each Unit Owner, his heirs, executors, administrators, and assigns:

1. No buildings or structures (including fences and walls) or any additions thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises unless and until, the size location, type, cost, use, the materials or construction thereof, the color scheme thereof, the grading plan of the lot, including the grade elevation of said buildings and structure, the plot plan showing the proposed location of said buildings and structures upon said premises and the plans, specifications and details of said building and structures shall have been approved in writing by the Board and a true copy of said plans, specifications and details shall have been lodged permanently with the Board, and no buildings or structures, except such as conform to said plans, specifications and details shall be erected, reconstructed or suffered to remain upon said premises. Each Unit shall be used solely and exclusively for single family Unit purposes.

2. No noxious or offensive activity shall be carried on in any Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the premises.

3. No noxious weeds, underbrush or unsightly growths shall be permitted to grow or remain anywhere upon said premises and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

(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 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 shall be two residential buildings on the Condominium property. Some buildings shall be one story and some two story. All buildings shall have lofts. Some will have basements and some may not.

The basement of each building shall be constructed of concrete block, and the building itself of wood frame. The roof shall be composed of plywood sheathing and cedar shake shingles. Said buildings are to be located as shown on the drawing, attached as Exhibit B. Declarant hereby reserves the right to amend said drawing at any time prior to construction of the last building constructed on this or any future condominium property.

Section 2. Garage Buildings. There shall be garage buildings included in each Unit in each building. All garage buildings shall be at least two car garages.

ARTICLE V

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UNITS

Section 1. Unit Designations. Each Unit is properly identified on the drawing attached as Exhibit B. Further, five different styles of Units will be available to any prospective purchaser of a Unit. Said styles are designated as styles A, B, C, D, and F, and are described in the drawings attached as Exhibit C.

Section 2. Description of Units.

(a) Units. All Units designated on the Drawings shall consist of one or two story with lofts. Some of said Units will include basements. A more detailed set of specifications of the types of Units to be built are attached in the Drawings, marked Exhibit C.

Each Unit consists of all of the space within that building designated on the Drawings as being that Unit, the perimeter walls, the unfinished surface of the basement or lowest level floor, and the unfinished interior surface of the roof, 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 jambs 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, and stoves;

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

(5) all space within 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, television cables, and other utility or service lines, pipes, wires, ducts or conduits which serve either the Unit or the fixtures located therein and which are located within the bounds of the Unit; excluding therefrom, however, all of the following items located within the bounds of that Unit:

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

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

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

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(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 attached "Exhibit C."

ARTICLE VI

COMMON AND LIMITED COMMON AREAS

Section 1. Common Areas - Descriptions. 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 Unit or part of a Unit, are Common Areas.

Section 2. Limited Common Areas - Description. Those portions of the Common Areas that are labeled or designated "LC" or "limited common areas" on the Drawings, are Limited Common Areas and consist, in each case, of areas for patios adjoining each Unit, front porches adjoining each Unit, and decks adjoining each Unit shown on the Drawings, serving the Unit so designated, and in each case they are reserved for the exclusive use of the respective Units which they are designed to serve.

Section 3. Percentage of Ownership. Each Unit Owner shall have an equal ownership interest in the Common Areas. The addition of property to this condominium project (as contemplated by the Declarant) shall give new Unit Owners an equal interest in said Common Areas with the original Unit Owners. Each Unit Owner in the original phase of this condominium project shall have a ~~33 1/3~~ ^{33 1/3} ownership interest in the Common Areas. As new Units are added to this condominium project, said percentage shall be adjusted to provide an equal percentage for each Unit. 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.

Section 4. Assumption of Control of Common Areas. The Owners of condominium ownership interests that have been sold by the Developer or his 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 his capacity as a Unit owner of unsold condominium interests, the Developer will not retain a property interest in any of the Common Areas and Facilities after control of the condominium development is assumed by the Unit Owners Association.

The Developer will assume the rights and obligations of a Unit Owner in his 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.

Declarant, as the developer, is hereby authorized to appoint and remove members of the Board of managers and other officers of the Unit Owners Association and to exercise the powers and responsibilities otherwise assigned by law or this Declaration to the Unit Owners Association, the Board of managers, or other officers for a period of time beginning with the establishment of the Unit Owners Association until the earlier of:

A) Five years

- B) Thirty days after the sale and conveyance of condominium ownership interests to which appertain seventy-five per cent of the undivided interests in the Common Areas and facilities to purchasers in good faith for value, of all Units contemplated in all phases of this project.

ARTICLE VII

RIGHT TO EXPAND

Section 1. Reservation of Option. The Declarant reserves unto himself the option to expand the condominium property. Said option is exclusive to Declarant, and the consent of the Unit Owners shall not be required. Said option shall continue for a period of seven (7) years from the date the within Declaration is filed for record, and may be renewed for an additional seven (7) year period at the option of Declarant, exercisable within six months prior to the expiration of the seven year period and with the consent of the majority of the Unit Owners, other than Declarant. However, said option, herein reserved by Declarant, shall automatically terminate prior to the above described time limit when all property described in Exhibit D has been placed in the within condominium project.

Section 2. Additional Property. Attached hereto as Exhibit D is a description by metes and bounds, of all additional property which Declarant may submit to the provisions at this Condominium Declaration. The Declarant shall not be required to add any of the property described in Exhibit D to the within Declaration. There shall be no limitation upon Declarant's option to determine whether all or a portion of said premises shall be added. Further, Declarant may add portions of the premises described in Exhibit D at different times, with no limitation on the boundaries of said portions or the order in which they may be added.

Section 3. Units on Additional Property. There shall be no limitation upon Declarant's right to determine the location of any improvements that may be made on any portion of additional property. The maximum number of units which may be created on the additional property is two hundred-fifty (250), and the maximum number of units per acre that may be created on any portion of the additional property is eighteen (18). All Units created on any additional property shall be restricted to residential use, and shall comply with the drawings and specifications attached hereto and marked Exhibit C. Improvements to additional property, other than structure, shall consist of landscaping, excavation, installation of utilities and construction of roadways. No restriction or limitation upon said improvements shall be stated herein. Declarant reserves the right to create limited common areas and facilities within any portion of the additional property which shall substantially comply with those created in the initial property covered by the within Declaration.

ARTICLE VIII

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

Section 4. Board of Trustees. The Board initially shall be those four persons named as the initial Trustees pursuant to the provisions of the Articles, or such other person or persons as may from time to time be designated

by Declarant. From and after the time of the first meeting of Unit owners held pursuant to the provisions of the preceding Section, there shall be a total of three Trustees for staggered three-year terms, so that the term of one-third of the Trustees will expire and successors be elected at each annual meeting of the Association.

Not later than the time that condominium ownership interest to which twenty-five percent (25%) of the undivided interests in the Common Areas and Facilities appertain have been sold and conveyed by the Developer in a condominium development, the Unit Owners Association shall meet and the Unit Owners, other than the Developer, shall elect not less than twenty-five percent (25%) of the members of the Board of Trustees. Not later than the time that condominium ownership interests to which fifty percent (50%) of the undivided interest appertain have been sold and conveyed, such Unit Owners shall elect not less than thirty-three and one percent (33-1/3%) of the members of the Board of Trustees. When seventy-five per cent (75%) of the condominium ownership interest has been sold and conveyed, the Unit Owners, other than the Developer, shall elect all of the members of the Board of Trustees, subject to the terms of Article VI, Section 4, herein.

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, 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.

ARTICLE IX

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 Stark County, Ohio, where the Condominium is situated is:

Gene P. Boerner
153 Lincoln Way East
Massillon, Ohio 44646

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

AMENDMENTS

Section 1. Power to Amend. This Declaration and the By-Laws attached hereto may be amended upon the filing for record with the Recorder of Stark County of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by the Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association. Such amendment must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and its attached exhibits are recorded and must contain an affidavit by the President of the Association that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit herein. No amendment shall have any effect, however, upon an eligible holder of a first mortgage lien until the written consent to such amendment by such mortgage holder has been secured. Such consents shall be retained by the Secretary of the Association and his certification in the instrument of amendment as to the names of the consenting and nonconsenting mortgage holders shall be sufficient for reliance by the general public. If less than all mortgage holders consent to an amendment to this Declaration or the By-Laws attached hereto, said amendment or modification shall nevertheless be valid among the Unit Owners, provided that the rights of a nonconsenting mortgage holder shall not be derogated thereby. The within section shall be subject to the applicable provisions of Chapter 5311 of the Ohio Revised Code.

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

(i) the boundaries of any Unit;

(ii) the undivided interest in the Common Areas appertaining to a Unit or the liability for common expenses appertaining thereto; subject to Article VI, Sec. 3, hereof;

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

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

(b) the consent of Unit Owners exercising not less than seventy-five per cent (75%) of the voting power of Unit Owners and the consent of eligible holders of first mortgages on units to which at least seventy-five per cent (75%) of the votes of Units subject to mortgages held by eligible holders of first mortgage liens appertain shall be required to terminate the Condominium and,

Section 2. Amendment to Meet Certain Regulations. Declarant reserves the right and power, and each Unit is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant), for a period of three (3) years from the date hereof, to amend this Declaration (and the By-Laws and Articles), to the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages by the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Federal Housing Administration, the Veterans Administration, or any other such agency.

Declarant reserves the right and power, and each Unit Owner, by acceptance of a deed to a Unit is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant), for a period of five (5) years from the date hereof to amend this Declaration (and the By-Laws and Articles) to the extent necessary to add additional property to this condominium project under the terms of an expandable condominium.

Section 3. 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 two officers of the Association and containing a certification that the amendment was duly adopted in accordance with the foregoing provisions, shall be effective upon the filing of the same with the Auditor and Recorder of Stark County, Ohio.

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ARTICLE XI

MANAGEMENT, MAINTENANCE AND REPAIR

Section 1. Association Responsibility. The Association shall maintain and repair the Common Areas, including and not limited to utility facilities serving more than one Unit, utility lines in the Common Areas, lawns, shrubs, trees, walkways, and all buildings which are a part of the Common Areas, provided, however, that the Association shall not be required to repair or maintain any areas designated as Limited Common Area on the attached Exhibit B. Snow and/or ice removal shall be provided to the front door of each Unit, but not to other portions of patios and decks.

Section 2. Individual Responsibility. Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, including air conditioning condenser units owned by that Unit owner, including the patio and deck area 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 jams, and the hardware therefor; and cleaning of the patio. In the event a Unit Owner shall fail to make any such repair or perform such maintenance, or in the event the need for maintenance or repair of any part of the Common Areas of 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 3. Limited Warranty. Following are the limited warranties (and limitations thereof) 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.

Said warranty shall apply to additional condominium property added to this project by an amendment to this Declaration, on the date the deed is filed for record following the sale of the first condominium ownership interest in such additional property 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 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 for 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 a buyer, except to the extent, if any, that this limitation is not lawful.

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

(5) Any request for service must be sent in writing to the Declarant at 153 Lincoln Way E., Massillon, Ohio, 44646, 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.

ARTICLE XII

UTILITY SERVICES

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

ARTICLE XIII

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, vandalism, and such other hazards as are ordinarily insured against in fire and extended coverage policies issued in the locale of the Condominium Property, in amounts at all times sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision and not less than the actual replacement cost of such buildings and structures, exclusive of the cost of foundation, footings and excavations, as determined from time to time by the insurer. This insurance

will provide for windows, doors and similar items enumerated in subsection 2(a) (2) of Article V, and may provide for built-in or installed fixtures and equipment.

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

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

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

Section 2. Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the Common Area, insuring the Association, the Trustees, and the Unit Owners and members of their respective families and Occupants, with such limits as the Board may determine, but not less than \$300,000 per person for injury or death and \$500,000 per any one occurrence and not less than \$100,000 in respect to damage to property arising out of one accident, covering claims for personal injury and/or property damage. This insurance shall include protection against such risks as are customarily covered with respect to developments similar in construction, location and use, as determined by the Board; provided, however, that such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Units or Limited Common Areas and Facilities. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner or Occupant because of negligent acts of the Association, the Board, or other Unit Owners or Occupants.

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

Section 4. Unit Owner's Insurance. Any Unit Owner or Occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit Owner or Occupant may determine, subject to the provisions hereof, and provided that no Unit Owner or Occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association.

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

Section 5. Sufficient Insurance. In the event the improvements forming a part of the Common Areas and other items to be covered by such insurance pursuant to this Declaration, or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or

reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Board in payment therefor; provided, however, that in the event, within sixty (60) days after such damage or destruction, the Unit Owners shall elect to withdraw the Condominium Property from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken.

Section 6. Insufficient Insurance. In the event the improvements forming a part of the Common Areas and other items to be covered by such insurance pursuant to this Declaration, or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit Owners shall, within sixty (60) days after such damage or destruction, if they are entitled to do so pursuant to the provisions of Article XIV hereof, elect not to make such repair, restoration or reconstruction, the Association shall make such repairs, restoration or reconstruction of the Common Areas and other items to be covered by such insurance pursuant to this Declaration, which have been so damaged or destroyed, at the expense (to the extent not covered by insurance) of all Unit Owners in proportion to their respective interests in the Common Areas. Should any Unit Owner refuse or fail after reasonable notice to pay that Unit Owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed to such Unit Owner and such assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner, as herein provided for the nonpayment of assessments.

Section 7. Fidelity Bonds. The Board shall obtain fidelity bond coverage with respect to any person handling Association funds in an amount no less than one hundred fifty per cent (150%) of the amount reasonably estimated to be handled annually by that person on behalf of the Association.

ARTICLE XIV

DAMAGE; RESTORATION; REHABILITATION AND RENEWAL

Section 1. Restoration of Substantial Damage or Destruction. In the event of substantial damage to or destruction of all Units in a building, the Association may, with the consent of Unit Owners entitled to exercise not less than seventy-five per cent (75%) of the voting power of Unit Owners, determine not to repair or restore such damage or destruction. In such an event, all of the so damaged Condominium Property shall be sold as upon partition.

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, (as their interests may appear), in proportion to their 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 per cent (75%) of the voting power of Unit Owners, 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 XV

CONDEMNATION

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.

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

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

Section 3. Easements for Encroachments. Each Unit, the Limited Common Areas, 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.

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 television cable. By this easement it shall be expressly permissible for the providing utility company or Declarant to construct and maintain the necessary poles and equipment, wires, circuits, pipelines and conduits within, on, above, across and under the Condominium Property, so long as such poles, equipment, wires, circuits, pipelines and conduits do not unreasonably interfere with the use and enjoyment of the Condominium Property. 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. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, hereby irrevocably appoints Declarant his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit Owner, such deeds of easement and other instruments as may be necessary or desirable, in the sole discretion of the Board's authorized representative, to further establish or effectuate the foregoing easements. This power is for the benefit of each and every Unit Owner, the Association, and the real estate to which it is applicable, runs with the land, and is coupled with an interest.

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

ARTICLE XVII

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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.

Section 3. Elements-Appportionment. Due Dates.

(a) Annual Operating Assessments.

(1) Prior to the beginning of each fiscal year of the Association, the Board shall estimate, and prorate among the Units in the Common Areas, common expenses of the Association, consisting of the following:

a. the estimated next fiscal year's cost of the maintenance, repair and other services described in Article XI, Section 1, hereof;

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

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

d. commencing with the year during which the Declarant commences sales of the Units, an amount not less than that necessary to maintain in a reserve fund the estimated amount required in the next fiscal year in order to make all desirable or necessary repairs and replacements of capital improvements a part of the Common Areas; and

e. 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, 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 as hereinbefore set forth, 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, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit Owner from prepaying assessments annually, or in semi-annual or quarterly installments. The due dates of any such installments shall be established by the Board, and, unless otherwise provided, the Association shall collect on or before the first day of each month from those who own the Unit one-twelfth (1/12th) of the annual operating assessment for that Unit.

(4) If the amounts so collected are, at any time, insufficient to meet all obligations for which whose 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 into the reserve fund 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 of Trustees 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 are not replacing existing improvements, shall not be constructed nor funds assessed therefor without the prior consent of Unit Owners exercising no less than seventy-five per cent (75%) of the voting power of Unit Owners.

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

(c) Special Individual Unit Assessments. The Board may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units, pursuant to the provisions of Article XI, Section 2, hereof (individual repair responsibilities), and Article XIX, Section 2, hereof (enforcement and arbitration charges). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject thereto. Additionally, during the first year of the Condominium's existence, and each phase thereafter, 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 and shall 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 of said phase by the interest in Common Areas attributable to that Unit. The calculation by the Association of the Units' shares of taxes and assessments shall be binding upon all Unit Owners.

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.

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, at the option of the Board, without demand or notice, forthwith become due and payable, and bear interest thereafter at the rate of sixteen per cent (16%) per annum. The within stated interest rate may be changed from time to time by the Board. All Unit Owners shall be given written notice of such changes.

(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, interests and costs, may be filed with the Recorder of Stark County, Ohio, pursuant to authorization given by the Board. The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments, and shall be signed by the president 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 chargeable to his, her or its Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the Court of Common Pleas of Stark County, Ohio, for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

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

(g) The Association, as authorized by the Board, may file a lien 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. 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 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 a mortgage 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, for a reasonable charge, furnish a certificate signed by the president, secretary or other designated officer of the Association, setting forth whether the assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE 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 Declaration, Articles, By-Laws or Drawings, effecting a change in (a) the boundaries of any Unit, (b) the undivided interest in the Common Areas appertaining to any Unit or the liability for common expenses appertaining to any Unit, or (c) the purposes to which any Unit or the Common Areas are restricted;
- (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) any default under the Declaration, Articles or By-Laws which gives rise to a cause of action against a Unit Owner whose Unit is subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

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, 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 nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Declaration, By-Laws, Articles, rules and regulations, or applicable law, or 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. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit Owner or Occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration law of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Board.

Section 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 provision which shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of Ohio statutory law, the statutory requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided, such invalidity shall in no wise affect any other provisions of this Declaration which shall remain in full force and effect.

Section 4. 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 5. 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.

Section 6. Deposits. Any deposit or down payment made in connection with the sale will be held in trust or escrow until delivered at settlement or returned to or otherwise credited to the purchaser, or forfeited to the Developer, and that if a deposit or down payment of Two Thousand Dollars (\$2,000.00) or more is held for more than ninety (90) days, interest at the rate of at least four per cent (4%) per annum for any period exceeding ninety (90) days shall be credited to the purchaser at settlement or upon return or other credit made to the purchaser, or added to any forfeiture to the Developer.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 14 day of July, 1982.

Signed and acknowledged in the presence of:

James D. Snively

Carol J. Engler

BROOKSHIRE COMMONS, A Partnership

By: First Savings Services Corporation, an Ohio Corporation - Partner

By: Gene P. Boerger

By: Brookshire Hills Corporation, an Ohio Corporation - Partner

By: James K. Leedy, Pres.

STATE OF OHIO)
) SS:
STARK COUNTY)

This Instrument was acknowledged before me by the above First Savings Services Corporation by Gene P. Boerger its Pres. and Brookshire Hills Corporation by James K. Leedy, its Pres. the Partners hereof this 14 day of July, 1982.

James D. Snively
Notary Public

James D. Snively, Attorney At Law
Notary Public - State of Ohio
My Commission has no expiration date. 147.03. R.C.





COOPER & ASSOCIATES/CONSULTING ENGINEERS & SURVEYORS

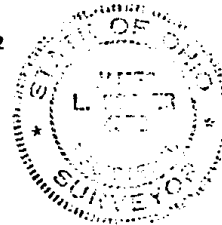
1359 MARKET
AVENUE NORTH
CANTON, OHIO
44714

PHONE (216)
452-5711

LEROY W. J. COOPER (RET.)
JAMES L. COOPER
ED. JUENEMANN, JR.
ROBERT A. MILLER
WILLIAM J. MEOLA
WILLIAM R. COOPER

May 10, 1982

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DESCRIPTION PT. TRACT "A"

1.353 ACRE

FOR: BROOKSHIRE COMMONS

Known as and being part of tract "A: in Brookshire Hills Allotment

No. 1, as recorded in Plat Book 48, Page 24 in the Stark County Records of Plats, and being located in part of the Northeast Quarter Section 34, Township-11 (Jackson) Range-9, Stark County, Ohio and being more particularly bounded and described as follows;

Beginning at a point which marks the intersection of the centerline of Bedivere Avenue N.W. - 50 feet with the centerline of Groton Street N.W. - 60 feet; thence S 64°-04'-00" E along the centerline of said Groton Street N.W., a distance of 545.30 feet to a point; thence N 25°-56'-00" E, a distance of 30.00 feet to a point marked by an iron pin set on the North right-of-way line of said Groton Street N.W. and being the true place of beginning for the tract of land herein described; thence continuing N 25°-56'-00" E, a distance of 115.00 feet to a point marked by an iron pin set; thence N 64°-04'-00" W, a distance of 109.00 feet to a point marked by an iron pin set; thence N 25°-56'-00" E, a distance of 161.00 feet to a point marked by an iron pin set; thence S 64°-04'-00" E, a distance of 150.00 feet to a point marked by an iron pin set; thence S 25°-56'-00" W, a distance of 100.00 feet to a point marked by an iron pin set; thence S 56°-19'-20" E, a distance of 182.00 feet to a point marked by an iron pin set; thence S 23°-15'-20" W, a distance of 151.64 feet to a point marked by an iron pin set on the North right-of-way line of said Groton Street N.W.; thence N 64°-04'-00" W along a portion of

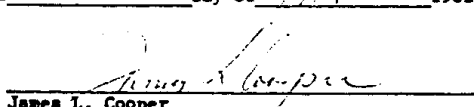
Exhibit A

the North right-of-way line of said Groton Street and also being the South line of said tract "A", a distance of 228.43 feet to a point marked by an iron pin set and being the true place of beginning, and containing 1.353 acre of land more or less.

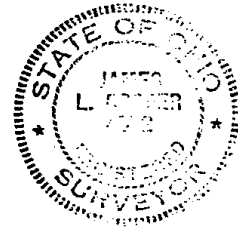
Subject to any and all easements, reservations, or restrictions that may be of record pertaining to the above described tract of land.

NOTE: Reference direction for magnetic bearings used in above description derived from plat of Brookshire Hills Allotment No. 1, as recorded in Plat Book 48, Page 24 using S 64°-04'-00" E for the centerline of Groton Street N.W.

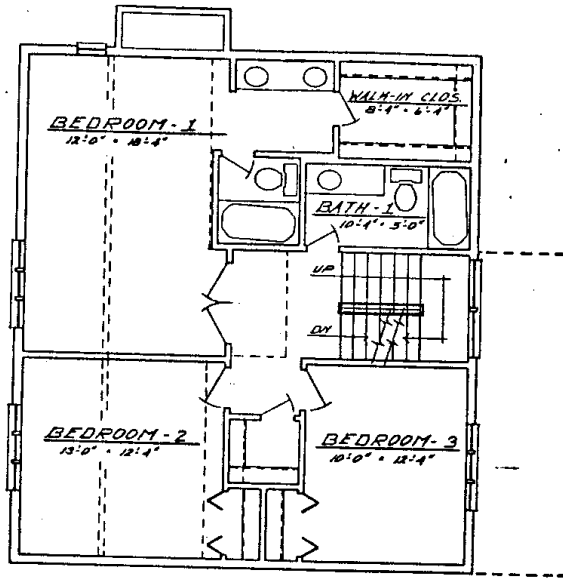
As surveyed by me this 10th day of May 1982.


James L. Cooper

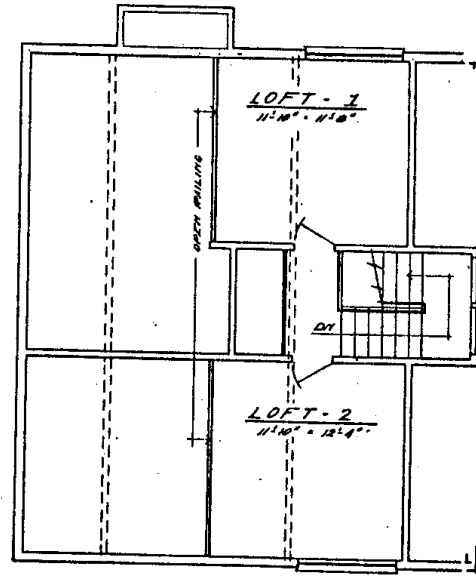
Registered Surveyor No. 4572



VOL



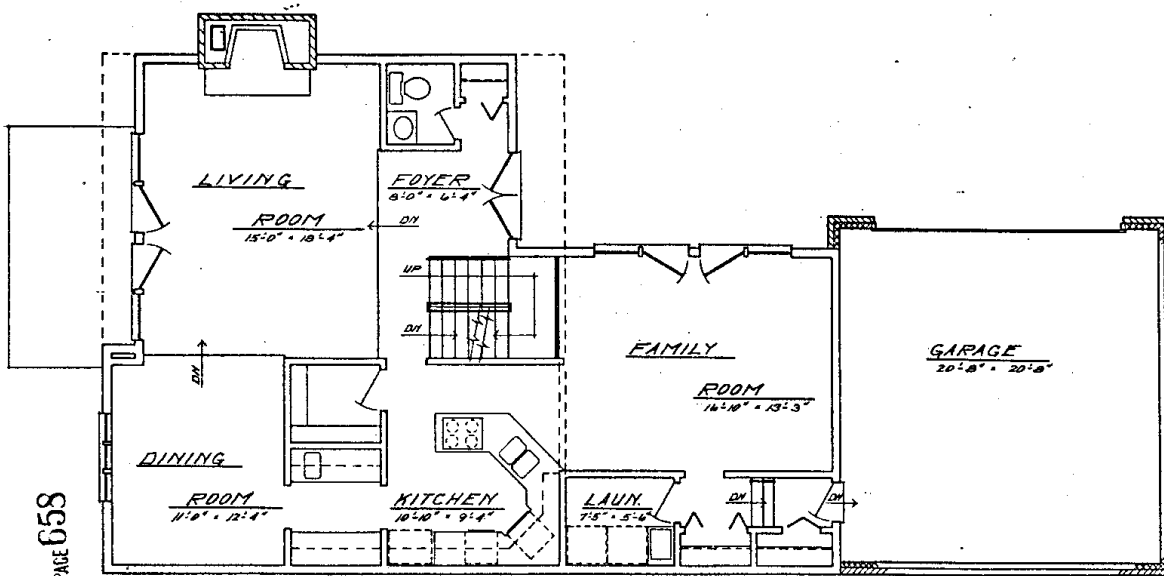
SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"
UNIT "A"



LOFT AREA
SCALE: 1/4" = 1'-0"
UNIT "A"



Exhibit C.



VOL 39 PAGE 658

FIRST FLOOR PLAN
 SCALE: 1/4" = 1'-0"
 UNIT "A"

Exhibit C

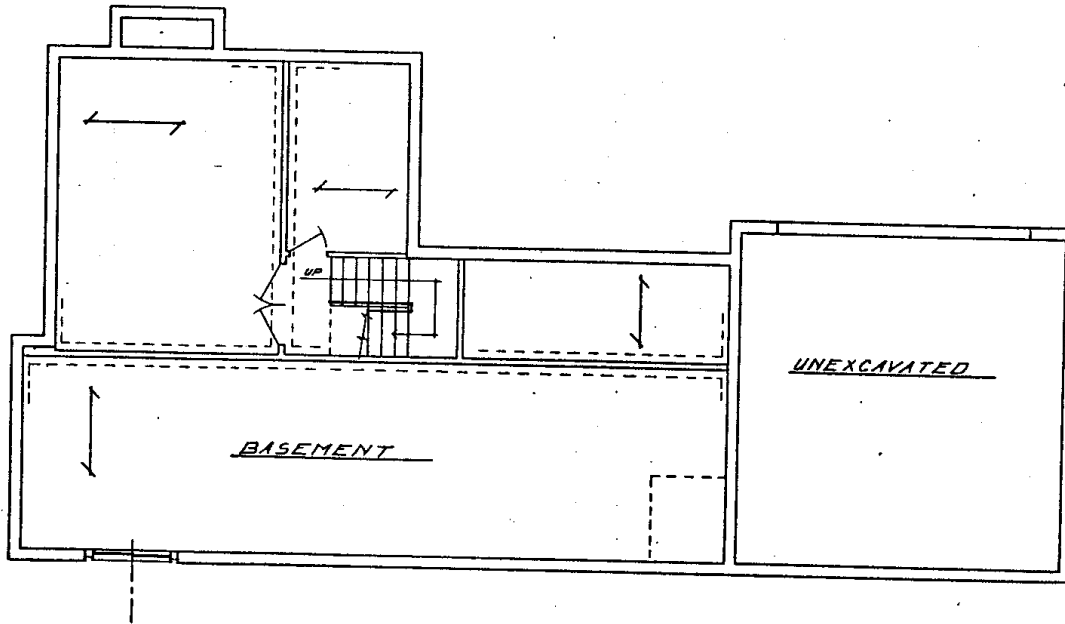
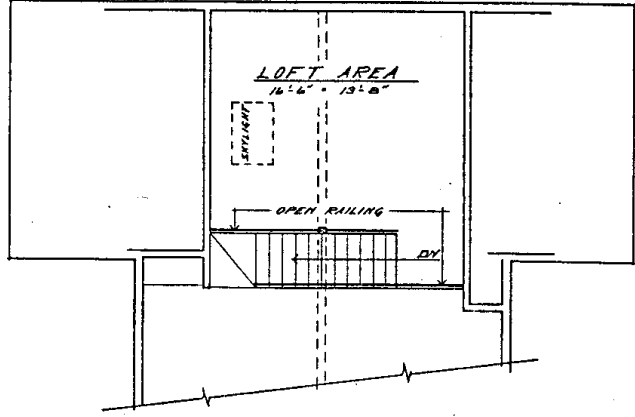


Exhibit C

FOUNDATION PLAN
SCALE: 1/4" = 1'-0"
UNIT "A"

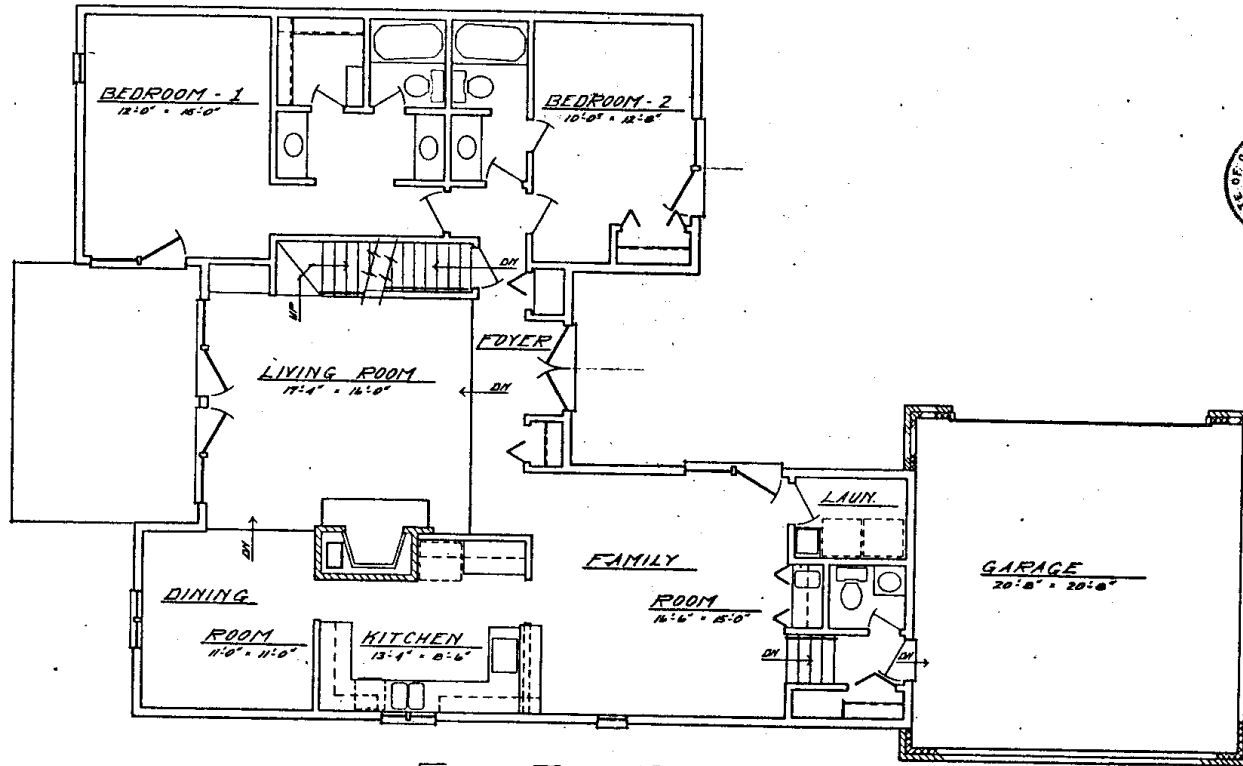


LOFT AREA
SCALE: 1/4" = 1'-0"
UNIT "B"



Exhibit C

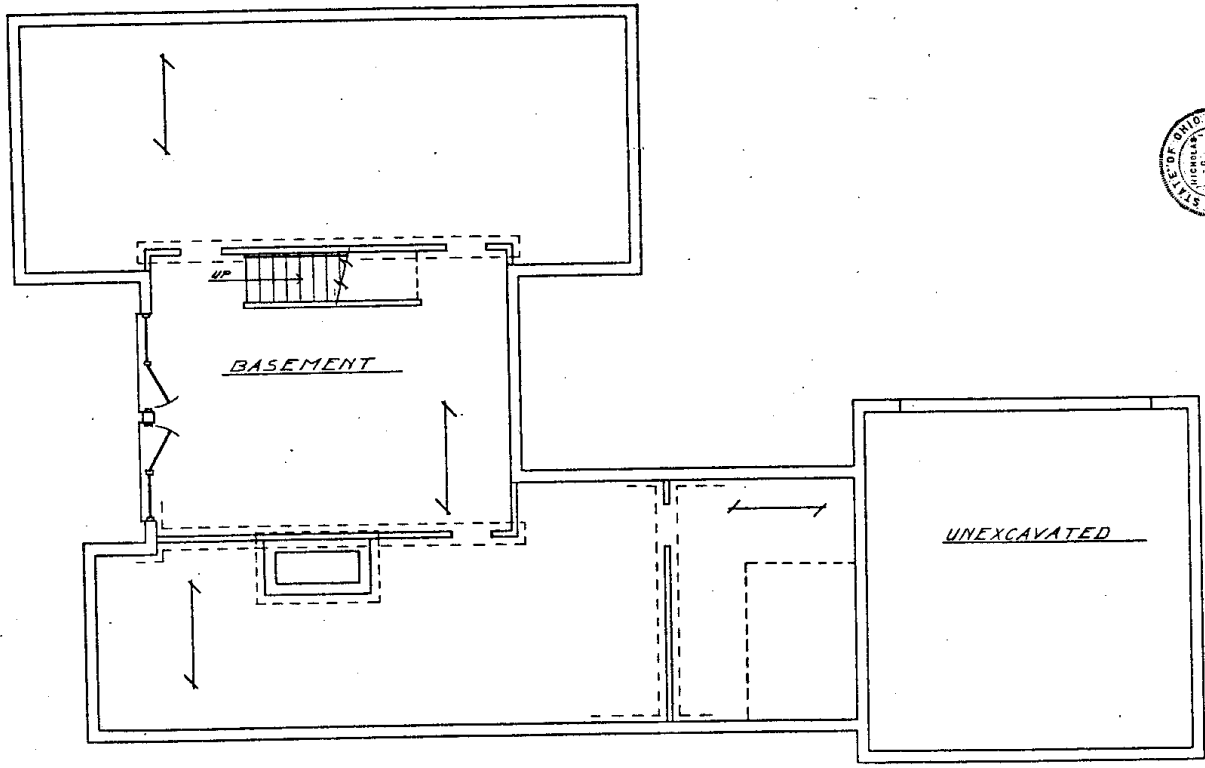
VOL 39 PAGE 661



FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"
UNIT "B"

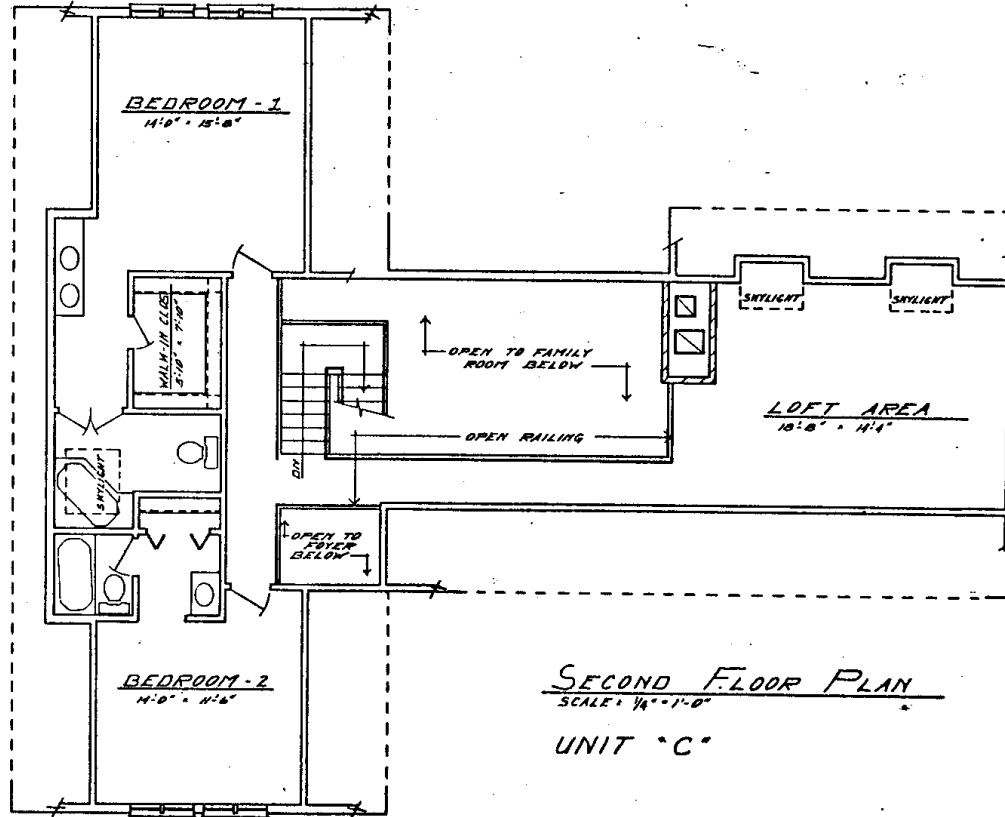
Exhibit e

VOL 39 PAGE 662



FOUNDATION PLAN
SCALE: 1/4" = 1'-0"
UNIT "B"

Exhibit C



SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"
UNIT "C"



Exhibit C

VOL 39 PAGE 664

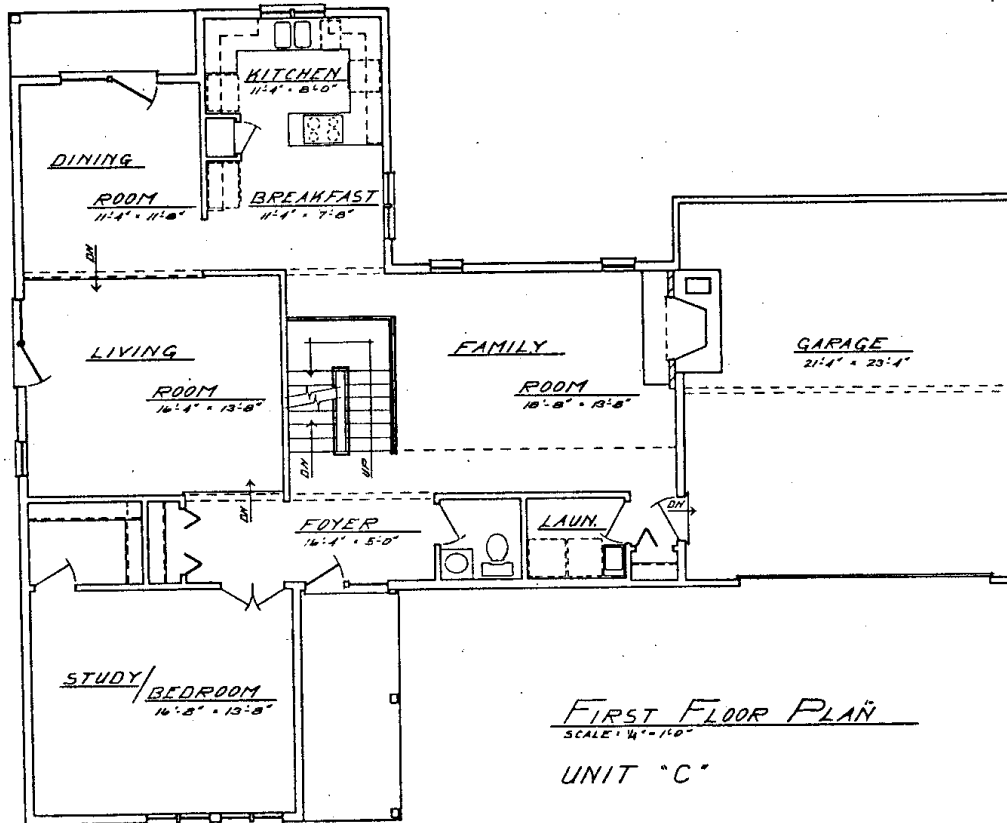
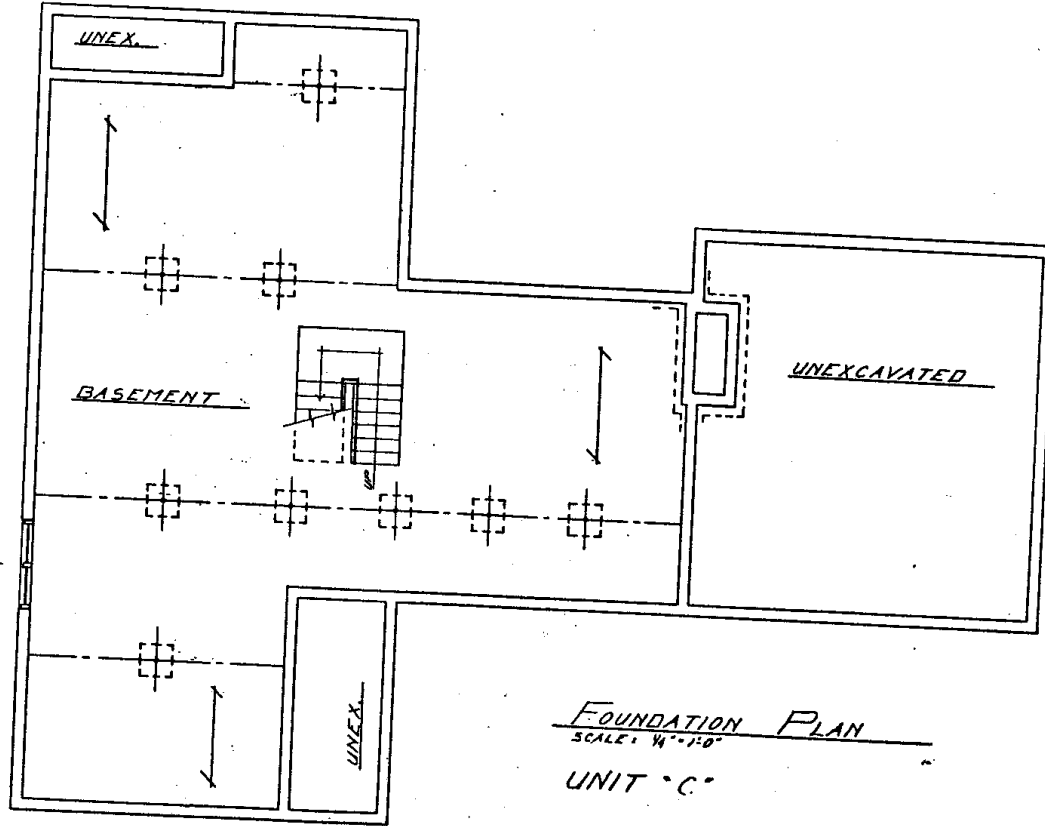


Exhibit C

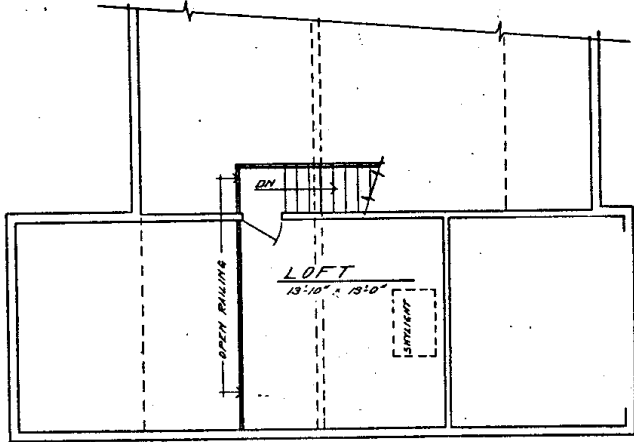


FOUNDATION PLAN
SCALE: 1/4" = 1'-0"
UNIT "C"

Exhibit e

Exhibit C

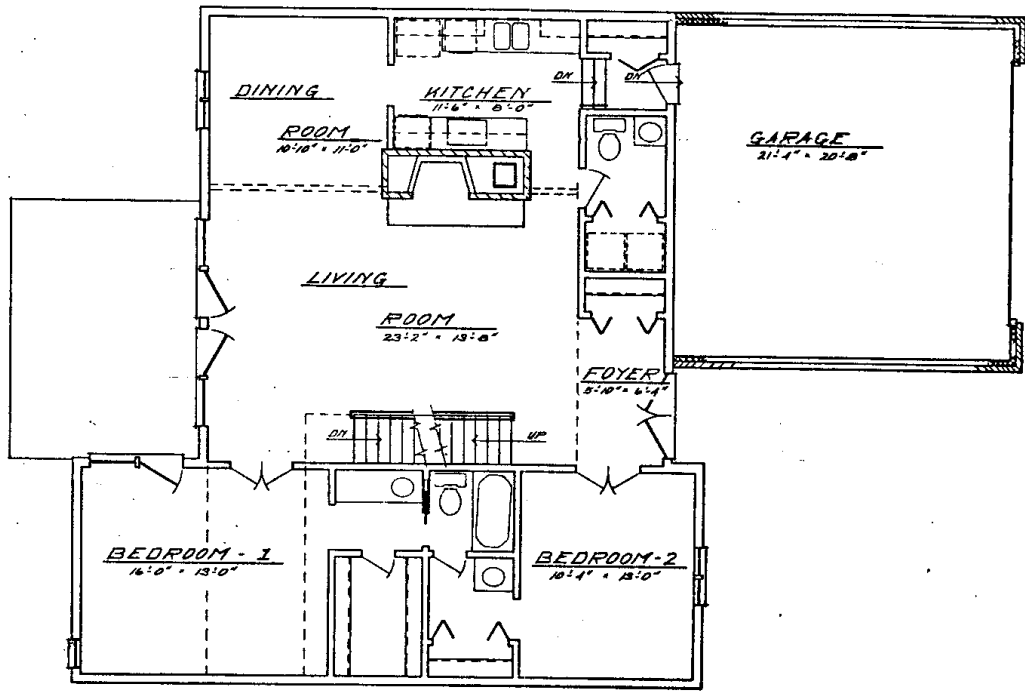
VOL 39 PAGE 666



LOFT AREA
SCALE: 1/4" = 1'-0"
UNIT: "D"



Exhibit 2

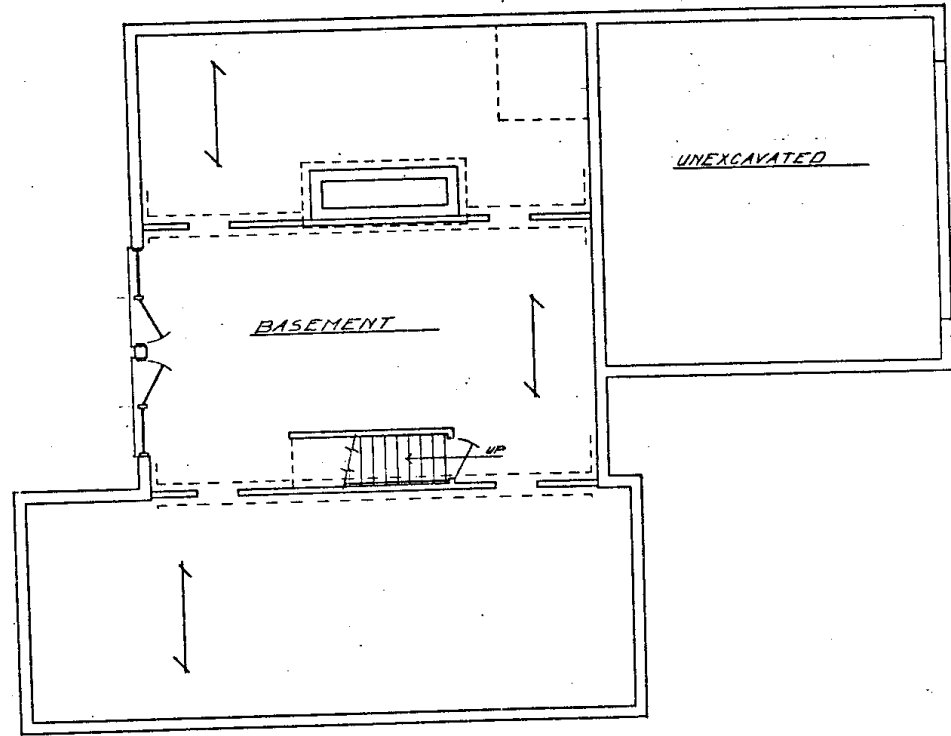


FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"
UNIT "D"



Exhibit C

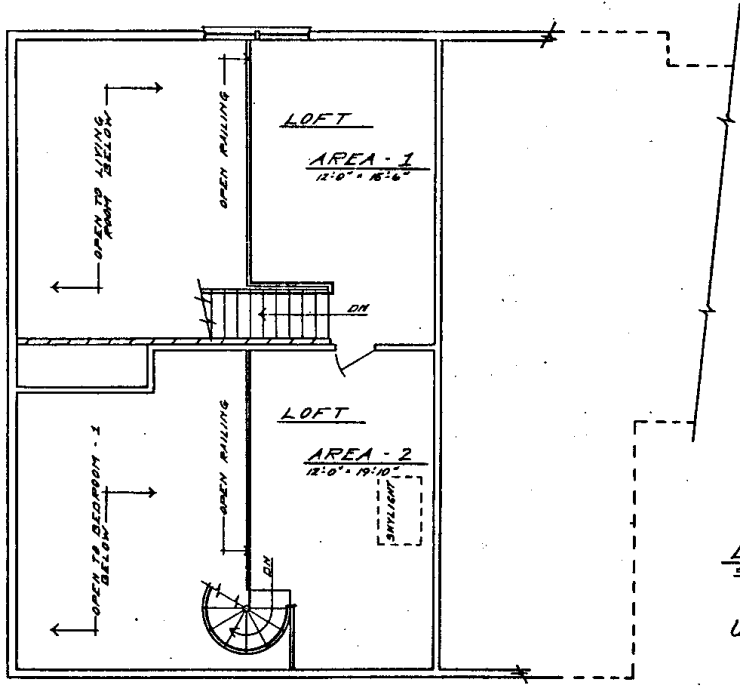
VOL 39 PAGE 668



FOUNDATION PLAN
SCALE: 1/4" = 1'-0"
UNIT "D"



Exhibit 2

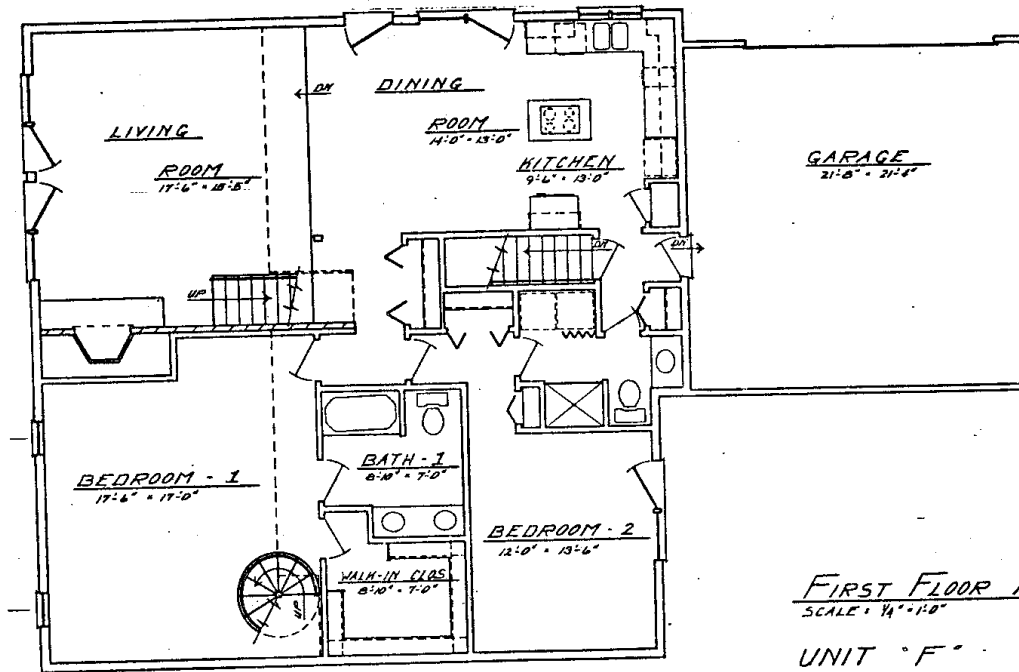


LOFT AREA FLOOR PLAN
SCALE: 1/4" = 1'-0"

UNIT: 'F'

Exhibit e

VOL 39 PAGE 670

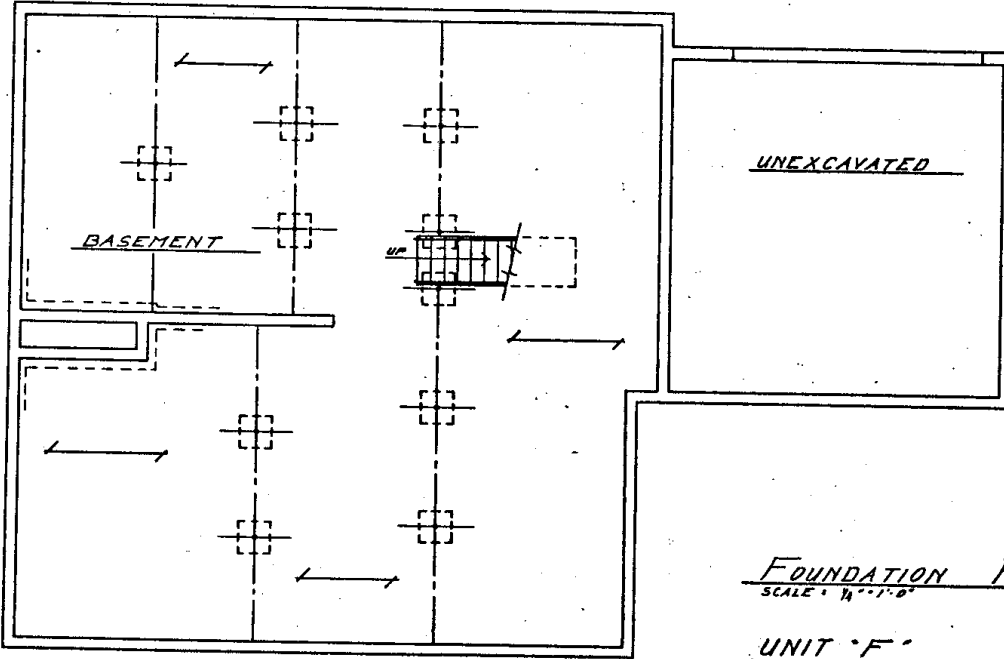


FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"
UNIT "F"



Exhibit 2

VOL 39 PAGE 671



FOUNDATION PLAN
SCALE: 1/4" = 1'-0"
UNIT "F"

EXHIBIT 0

DESCRIPTION OF PREMISES
OF
BROOKSHIRE COMMONS CONDOMINIUM

Situated in the Township of Jackson, County of Stark and State of Ohio, and known as and being that certain premises known as Tract A in Brookshire Hills Allotment Number 1 as shown in Plat Book Volume 48, Page 24 of the Stark County Plat Records. Said premises being located in the Northeast Quarter of Section 34, Jackson Township, Stark County, Ohio, and consisting of approximately 16.09 acres.