

5. OBSTRUCTION OF COMMON AREAS AND FACILITIES. There shall be no obstruction of nor shall anything be stored in the Common Areas and Facilities excluding those areas designated for parking of vehicles or for the location of central waste disposal containers or other uses authorized by the Association. There shall be no storing (for a period greater than twenty-four (24) hours) of any recreational vehicle, trailers, house trailers, boats, boat trailers or the like without the specific consent in writing granted by the Board and in no event shall any such items obstruct the use of the Common Areas by other Unit Owners nor shall there be any storing of unlicensed or inoperable vehicles of any kind.

6. EXTERIOR APPEARANCES. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed from any Unit or in any Limited Common or Common Areas (except as hereinafter provided) and such Common Areas and/or Limited Common Areas shall be kept free and clear of rubbish, debris, or other unsightly material. Nothing shall be hung or displayed on the outside wall of any living Unit and no awning, canopy, shade, window guard, ventilator, fan, air-conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or roof of any part thereof without the prior written consent of the Board. If the Board may so desire, it shall designate areas which may be utilized by the occupants for hanging clothes, sheets, blankets and other articles outside to dry, but in no event shall such articles be left outdoors overnight or on Saturdays and/or Sundays. Unless otherwise determined by the Board, all front windows will have white curtains or drapes or drapes with white lining.

No planting or gardening shall be done except in Limited Common Areas, and no fences, hedges, or walls shall be erected except those installed in accordance with the initial construction of the building or are approved by the Board or its designated representative.

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

may be kept in the Units subject to the Rules and provided that they are not kept, bred, or maintained for any commercial purpose. Notwithstanding anything herein or in the Rules to the contrary, any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon three (3) days written notice from the Board or Managing Agent.

8. NUISANCES. No nuisances shall be allowed upon the Condominium Property nor any use or practice which is the source of nuisances to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. Further, there shall be no playing, lounging, or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches, or chairs on any part of the Common Areas and Facilities not within the bounds of the Unit or within the bounds of the Limited Common Areas of each Unit except in accordance with the Rules.

9. IMPAIRMENT OF STRUCTURAL INTEGRITY OF BUILDING. Nothing shall be done in any Unit or in, on, or to the Common Areas and Facilities or Limited Common Areas and Facilities which would impair the structural integrity or structurally change any of the buildings. Nothing shall be altered, constructed, or removed from or added to the Common Areas and Facilities or Limited Common Areas and Facilities except as provided in this Declaration without prior written consent of the Association and, further, nothing shall be done which would or might jeopardize or impair the safety or soundness of the Common or Limited Areas and Facilities.

10. PROHIBITED ACTIVITIES. No industry, business trade, occupation or profession of any kind, commercial, religious, educational or otherwise shall be conducted, maintained, or permitted on any part of the Condominium Property except for such limited professional or business use as the Board or the Declarant, upon application of an Owner, from time to time may authorize as not being incompatible with the residential character of the Condominium Prop-

erty and as may be allowed by local ordinances; provided, however, the Declarant as the Owner of any Units which have not been sold (a Unit is not "sold" until a deed for the Unit has been filed for record with the appropriate county recorder) may make such use of the Condominium Property on a rent-free basis (provided that Declarant is not in default of payment or otherwise under the terms of the first mortgage on the Condominium Property) until all Units therein are sold by Declarant and as may facilitate the completion of any construction for such sale, including without limiting the generality of the foregoing, the right to enter all Units, Common Areas and Facilities, Limited Common Areas and Facilities for construction purposes, the right to store materials, the right to show the property, the right to display signs, the right to use one or more Units owned by Declarant for business or promotional purposes, including clerical activities, sale offices and model units in connection with the original sale or other disposition of any Unit.

11. SIGNS. No "For Sale" or "For Rent" signs or other types of displays or advertising of any nature shall be maintained or permitted on any part of the Common or Limited Common Areas and Facilities or Units. The right is reserved to Declarant or his agent to place "For Sale" or "For Rent" signs or other promotional signs, designations or materials in connection with any un-sold or unoccupied Units it may from time to time own. The same right is reserved to any institutional first mortgagee or owner or holder of a mortgage originally given to an institutional first mortgagee which may become the Owner of a Unit and to the Association as to any Unit which it may own. In any other cases, after Declarant has conveyed all of its Units to be constructed hereunder, permission must be first obtained from the Board before any such sign may be displayed.

12. RENTAL OF UNITS. No Unit shall be rented by the Unit Owner for transient or hotel purposes. For purposes of this provision, a "transient or hotel purpose" shall be defined as a rental for a period of less than ninety (90) days or rental to an occupant wherein customary hotel services such as furnishing of laundry and linen and room service is maintained. Other than

the foregoing, Unit Owners shall have the right to lease their respective Units provided that said lease is made subject to the covenants and restrictions in this Declaration and the By-Laws and Rules and any occupant shall be subject to all of said Regulations and Rules as though the occupant were the Unit Owner. Nothing herein contained shall permit a Unit Owner to be relieved from any duties or responsibilities or obligations hereunder because his Unit is occupied by a third party.

ARTICLE XII

INSURANCE

1. AUTHORITY TO PURCHASE. All insurance policies upon the Condominium Property except as hereinafter provided shall be purchased by the Association for the benefit of the Unit Owners and their respective mortgagees as their interest may appear. All of said policies shall provide:

A. For the issuance of certificates of insurance with mortgagee endorsements to the holders of first mortgages on the Units, if any.

B. That the insurer waives its right of subrogation against Unit Owners, occupants, and the Association.

C. That the improvements to Units made by Unit Owners shall not affect the valuation for the purposes of such insurance of the buildings and all other improvements upon the land.

Such policies and copies of all endorsements shall be deposited with the Insurance Trustee (hereinafter provided for) who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. The Association agrees for the benefit of the Unit Owners and each Unit Mortgagee that it shall pay the premiums for the casualty insurance hereinafter required to be carried by the Association at least thirty (30) days prior to the expiration date of such policy and such premiums shall be assessed as a Common Expense. Each policy shall further provide that coverage thereunder shall not be terminated for non-payment of premiums without at least ten (10) days written notice to each Unit Mortgagee. A Mortgagee may collect from its mortgagor said mortgagor's respective portion of the

insurance premiums, but shall remit said amount to the Association for the payment of the total insurance premium when it becomes due. Within ten (10) days after an insurable casualty, all Unit Mortgagees shall receive notice of such casualty if the estimated claim shall exceed Five Thousand Dollars (\$5,000.00).

2. UNIT OWNER'S INSURANCE. Each Unit Owner may obtain insurance at his own expense, affording coverage upon his personal property and for his personal liability and as may be required by law and may obtain casualty insurance at his own expense upon any improvements to his Unit made by him in which he would have an insurable interest in excess of his interest in the casualty insurance policy purchased by the Association. Each insurance policy, however, shall provide that it shall be without contribution as against the casualty insurance purchased by the Association or shall be written by the carrier of such insurance for the Association and shall contain the same waiver of subrogation as that referred to in subparagraph 1(B) above.

3. COVERAGE. The Buildings and all other insurable improvements upon the Condominium Property and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof excluding excavating and foundations, as determined annually by the insurance company affording such coverage. Such coverage shall grant protection against the following:

A. Loss or damage by fire and other hazards covered by the standard extended coverage endorsement including coverage for the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof.

B. Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the buildings including, but not limited to, vandalism, wind storm, water damage, and malicious mischief. The policy providing such coverage shall provide that notwithstanding any provision thereof which gives the carrier an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercised in case of the termination of the Condominium as pro-

vided for in this Declaration or pursuant to the provisions of Chapter 5311 of the Ohio Revised Code.

The Association shall further insure itself, any managing agent, the Unit Owners and their respective families, agents, tenants, guests, employees, officers, trustees of the Association and all persons lawfully in possession or control of any part of the Condominium Property, against liability for personal injury, disease, illness, or death and for injury to or destruction of property occurring upon, in, or about, or arising from or relating to the Common Areas and Facilities, including without limitation, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000) in respect to personal injury, disease, illness, or death suffered by any one person and to the limit of not less than One Million Dollars (\$1,000,000) in respect to any one occurrence and to the limit of not less than Five Hundred Thousand Dollars (\$500,000) in respect to damage to or destruction of property arising out of any one accident. Such insurance is not required to insure against liability for personal injury or property damage arising out of or relating to the individual Units. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

4. INSURANCE TRUSTEE - DISTRIBUTION OF PROCEEDS. All casualty insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their respective mortgagees as their respective interest may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to any bank, as trustee, which is selected by the Association and located in Summit or Cuyahoga County, Ohio, with trust powers which will accept and assume the responsibility and provisions hereinafter set forth. Said Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of policies, nor for the failure to collect any insurance proceeds. The sole duty of the

Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for distribution in accordance with the terms and conditions hereinafter set forth and for the benefit of the Association Unit Owners and their respective mortgagees.

ARTICLE XIII

RECONSTRUCTION OR REPAIR OF DAMAGE

1. RESPONSIBILITY FOR RECONSTRUCTION OR REPAIR.

A. Unit Owner's. If the damage is only to those parts of one Unit for which the responsibility of maintenance and repairs is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty.

B. Association's. If any part of the Common Areas and Facilities shall be damaged by casualty, such damaged portion shall be promptly reconstructed or repaired as hereinafter provided unless such damage renders one half (1/2) or more of the Units untenable and the Unit Owners, by the vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, as well as the consent of seventy-five percent (75%) of the first mortgagees, based upon one (1) vote for each mortgage owned, elect not to reconstruct or repair such damaged part, at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or if by such date the insurance loss has not been finally adjusted, then within thirty (30) days thereafter. Any such reconstruction or repair shall be substantially in accordance with the Drawings. Further, in all other instances except as set forth in subparagraph (A) above, the responsibility of reconstruction and repair after casualty shall be that of the Association. In the event the aforementioned election is held and it is determined that the damage shall not be reconstructed or repaired, then all of the Condominium Property shall be subject to an action for sale as one entity. Said sale shall be negotiated and consummated by the Board with prior approval of seventy-five percent (75%) of the voting power and seventy-five percent (75%) of the first mortgagees, based upon one vote for each mortgage owned. 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 the respective percentages of interest in the Common Areas and Facilities. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged.

2. PROCEDURE FOR RECONSTRUCTION OR REPAIR.

A. Estimates of Cost. Immediately after a casualty damage to any portion of the Condominium Property for which the Association has the responsibility of maintenance and repair, the Association shall obtain firm contract bids from at least three (3) reliable contractors for the cost to place the damaged property in a condition as good as that before the casualty. All bids shall require the contractor to deposit with the Association a performance and completion bond in the full amount of the contract price which must be issued by a corporate surety company authorized to do business in the State of Ohio and satisfactory to the Association; provided, however, if Declarant is the Owner of any Units and/or is constructing buildings which may be added to the Condominium in the future pursuant to Article XV hereof, then Declarant, if it is the successful bidder, shall not be required to obtain any such bonds. In addition, the cost may be increased by the Association to include professional fees and the Insurance Trustee's fees as the Board of Trustees deems necessary.

B. Special Assessments. If the proceeds of the insurance policies are not sufficient to defray the estimated cost of reconstruction and repair by the Association including the aforesaid fees, one or more special assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs and such assessments shall be deposited with the Insurance Trustee. All such assessments against the Unit Owners shall be in proportion to their Ownership Interests as set forth in Article V hereof or as may be amended.

C. Disbursement of Construction Fund. The Association shall then deposit with the Insurance Trustee the contract, bonds and the proceeds of the casualty insurance collected and heretofore referred to and the sums

deposited with the Insurance Trustee by the Association from collections of special assessments as aforesaid. Said money shall constitute a construction fund which shall be disbursed by the Insurance Trustee for the payment of the cost of reconstruction and repair of the areas and facilities for which the Association is responsible to reconstruct and repair and said payment shall be made from time to time as work progresses, but not more frequently than once in any calendar month. The Trustee shall not accept for disbursement any sums less than an amount to pay in full the contract price for repair plus estimated fees. The Trustee shall make such payments upon the written request of the Association, accompanied by a certificate dated not more than fifteen (15) days prior to such request signed by the contractor, a responsible officer of the Association and by an architect in charge of the work, who shall be selected by the Association. If there is no architect in charge of work, the contractor and two officers of the Association shall be required to execute said certificate. The certificate shall set forth the following:

- (i) that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials, and that the sum requested does not exceed the value of the services and materials described in the certificate and the contract for the performance of such work;
- (ii) that except for the amounts stated in such certificate to be due as aforesaid and for work subsequently performed, there is no outstanding indebtedness known to the persons signing such certificate after due inquiry which might become the basis of a vendor's, mechanic's, materialman's or similar lien arising from such work;
- (iii) that the cost as estimated by the persons signing the certificate of work remaining to be done after the date of the certificate does not exceed the amount of the construction fund remaining in the hands of the Trustees after payment of the sum requested; and
- (iv) the contractor shall also issue a "Sworn Statement of Original Contractor" in accordance with Section 1311.04 of the Ohio Revised Code with each certificate.

It shall be presumed that the first monies disbursed in payment of cost of reconstruction and repair shall be from insurance proceeds and if there be a

balance in any construction fund after the payment of all of the costs of the reconstruction, repair and fees for which the fund is established, such balance shall be disbursed to the Association. The Association shall then disburse said balance on a prorata basis to the Unit Owners as follows: First, to reimburse Unit Owners for all or any portion of the monies contributed as a "special assessment" in accordance with paragraph 2(B) of this Article; the balance, if any, shall be distributed prorata based upon beneficial ownership jointly to the Unit Owners and their respective mortgagees. The above procedure pertaining to disbursement of construction funds through a Trustee as herein described can be waived by unanimous agreement of the Board, provided the cost of construction and repair does not exceed the sum of Five Thousand Dollars (\$5,000). In such event, the Board may act as disbursing agent based upon appropriate contractor lien release. If the Board determines not to fund through a Trustee and the amount of construction exceeds Five Thousand Dollars (\$5,000), then any such changed method of disbursement must receive the approval of Unit Mortgagees.

D. Certification to Proceed with Work. The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

E. Insurance Adjustments. Each Unit Owner shall be deemed to have delegated to the Board of Trustees his right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the damage is restricted to one Unit, subject to the rights of mortgagees of such Unit.

F. Encroachments. Encroachments upon or in favor of a Unit Owner or a Unit which may be created as a result of any reconstruction or repair shall not constitute the basis for a claim or proceeding by a Unit Owner upon whose property such encroachment exists, provided that such reconstruction or repair was either substantially in accordance with the plans and speci-

cations or with the building when originally constructed. Such encroach-
ment or encroachments shall be allowed to continue in existence for so long as
the buildings and/or Units stand.

ARTICLE XIV

REHABILITATION OF EXISTING BUILDING

The Association may, by the affirmative vote of Unit Owners entitled
to exercise not less than seventy-five percent (75%) of the voting power deter-
mine that the Condominium Property is obsolete in whole or in part and elect
to have same renewed and rehabilitated. In such event, any Unit Owner who does
not vote for such renewal and rehabilitation may elect to receive the fair
market value of his ownership interest, less the amount of any liens and
encumbrances thereon, in accordance with the provisions of Article X/III
hereof.

ARTICLE XV

ADDITIONS TO CONDOMINIUM PROPERTY

The Declarant hereby expressly reserves for a period of seven (7)
years from the date this Declaration is filed for record, the right and option
to expand the Condominium Property. There are no circumstances that will
terminate this option prior to the expiration of the aforesaid seven (7) year
period, nor are there any limitations on Declarant's option to expand the
Condominium Property.

The Additional Property (Parcel 2), through exercise of this option,
may be submitted to the provisions of the Act and thereby added to the Condo-
minium Property. There are no limitations as to the portions of Parcel 2
that may be added to the Condominium Property and such portions or phases may
be added at different times without any limitations as to the portions of
Parcel 2 or regulating the order in which such portions may be added from time
to time from Parcel 2 to the Condominium Property.

Further, there are no restrictions or limitations as to the improve-
ments or the location of any improvements that may be made to or on any por-
tion of Parcel 2 except, such improvements may include storm and sanitary

sewers, water, electric, telephone and other utility lines, walkways, drives and landscaping all of which may be necessary to properly service any portion of Parcel 2 which may be added to the Condominium Property.

The Buildings constructed on Parcel 2 shall not contain more than sixty-four (64) Units or a density of more than ten (10) Units per acre. All Buildings constructed on any portion of Parcel 2 will be compatible with the Buildings on the Condominium Property in terms of quality of construction and principal materials to be used and may be compatible in architectural style; provided, however, there are no limitations as to the type of Units that may be constructed on Parcel 2. All Units constructed on Parcel 2 shall be occupied and used only for private residential purposes, except for such limited professional and business use as the Board or the Declarant upon application of an Owner, from time to time, may authorize as being compatible with the residential character of the Condominium and except for use by Declarant prior to the sale of all the Units as provided in this Declaration.

The Declarant further reserves the right to create Limited Common Areas and Facilities within the portions of Parcel 2 added to the Condominium Property. The types, sizes and maximum number of such Limited Common Areas and Facilities in each portion so added shall be proportionately similar to the types, sizes and numbers of such areas and facilities as were created on the Condominium Property prior to any such addition.

Upon each exercise by Declarant of the option to expand the Condominium Property, Declarant, in accordance with Section 5311.051 of the Act, shall execute and file for record an amendment to this Declaration which shall allocate and reallocate percentages of interest in the Common Areas and Facilities of the Condominium Property appertaining to each Unit of the Condominium Property. Such allocation or reallocation shall be based upon the same formula as previously used and more fully described in Article V of this Declaration.

ARTICLE XVI

AMENDMENT OF DECLARATION

Except as otherwise provided in this Declaration (including Article XV) and the Act, this Declaration may be amended upon the filing for record

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with the Recorder of Summit 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 either Unit Owners representing no less than seventy-five percent (75%) of the aggregate interest in the Common Areas and Facilities as set forth in Article V, paragraph 2 hereof, or by the President or Vice-President and the Secretary or Assistant Secretary of the Association together with an affidavit by said officers that the amendment has received the written approval of the Unit Owners representing no less than seventy-five percent (75%) of the aggregate interest in the Common Areas and Facilities. In the case of an amendment pursuant to Article XV hereof, such amendment shall be executed by the Declarant as required by Chapter 8311 of the Act. All amendments 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. All amendments except those made pursuant to Article XV must contain an affidavit by the President of the Association or the President or Vice-President of Declarant, as the case may be, that a copy of the amendment has been mailed by certified mail to all Unit Owners and all first mortgagees having bona fide liens of record against any Unit Ownership. Except as hereinabove provided, with respect to amendments as provided in Article XV hereof, no amendment shall have any effect, however, upon Declarant, the rights of Declarant under this Declaration and upon the rights of bona fide first mortgagees until the written consent of Declarant and/or such mortgagees to such amendment has been secured. Such consents shall be retained by the Secretary of the Association or the Declarant, as the case may be, and his certification in the instrument of amendments as to the consent or nonconsent of Declarant and the number of the consenting and nonconsenting mortgagees of the various Units (based upon one (1) vote for each mortgage owned) may be relied upon by all persons for all purposes.

Declarant shall have the right, exercisable in its sole discretion at any time during the seven (7) year period following the date this Declara-

tion is filed for record, to amend the Declaration and/or the By-Laws in such respects as Declarant may consider necessary, convenient or appropriate, for the purpose of complying with any regulations of (i) the Federal Home Loan Mortgage Corporation (as such regulations may be amended periodically), (ii) Federal National Mortgage Association (as such regulations may be amended periodically), (iii) Veterans Administration (as such regulations may be amended periodically), (iv) Federal Housing Administration (as such regulations may be amended periodically), (v) complying with any regulations of any federal or state governmental agency or instrumentality (as such regulations may be amended periodically), or for curing any ambiguity, inconsistency or formal or minor defect or omission in this Declaration and/or said By-Laws, and/or effecting any other change(s) not adverse to the owners of Units or to the holders of mortgages encumbering the Units. Declarant, on its own behalf, as the owner of all Units in the Condominium Property and on behalf of all subsequent Unit Owners, hereby consents and approves and reserves unto itself, and each Unit Owner and his mortgagees, by acceptance of a deed conveying such ownership interest or a mortgage encumbering such ownership interest, as the case may be, and each mortgagee consenting to the Declaration thereby and hereby covenants to, approves and acknowledges the reservation of Declarant's right to amend this Declaration in the manner provided herein, and all such mortgagees, Unit Owners and their respective mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate said provisions.

Notwithstanding anything contained herein to the contrary, this Declaration cannot be amended without first receiving seventy-five percent (75%) approval of the first mortgagees (based upon one (1) vote for each mortgage owned) wherein said amendment would:

- A. Seek to abandon or terminate the condominium.
- B. Change the prorate interest or obligations of any Condominium Unit as set forth in Article V(2) for purposes of levying assessments

or charges or allocating distributions of hazard insurance proceeds or condemnation awards or for determining the prorata share of ownership of each Unit and appurtenant real estate and any improvements thereon which are owned by the Unit Owners in undivided prorata interest (except as provided in Article XV and this Article as the same pertain to "Additional Property").

C. Partition or subdivide any Condominium Unit.

D. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements or property excluding easements for public purposes consistent with the intended use of the Common Areas and Facilities.

E. Amend this Article of the Declaration so that the above changes can be effectuated without the approval of the first mortgagees.

ARTICLE XVII

REMOVAL OF PROPERTY FROM PROVISIONS OF CHAPTER 5311

Anything in Chapter 5311 of the Act to the contrary notwithstanding, the Unit Owners, by the affirmative vote of those entitled to exercise not less than ninety percent (90%) of the voting power, may elect to remove the Condominium Property from the provisions of Chapter 5311. Any Unit Owner who does not vote for such removal may elect to receive the fair market value of his ownership interest, less the amount of any liens and encumbrances thereon, in accordance with the provisions of Article XVIII hereof so long as all other requirements of the Act are satisfied. Prior to the removal of the Condominium Property from the provisions of Chapter 5311, all liens and encumbrances, except taxes and assessments not yet due and payable, must be paid in full or consent of any lien holder to the action of the Unit Owners must be secured in writing and in recordable form. A certificate of any such election as herein set forth shall be executed by the President and Secretary of the Association and filed with the County Recorder. Such certificate shall set forth the names and addresses of each consenting lien holder. Prior to the filing of such certificate, each non-consenting lien holder must be paid and its respective lien discharged of record.

ARTICLE XVIII

PROCEEDINGS CONCERNING DISSIDENTING OWNERS

Any Unit Owner who is entitled to notice of a meeting called to act upon any of the matters mentioned in Article XIV and Article XVII hereof and who does not vote in favor of such matters shall be entitled, upon complying with the provisions of this Article, to receive the fair market value of his ownership interest, as of the date such vote is taken, less the amount of any liens and encumbrances thereon. Such Unit Owner, in order to become entitled to such receipt, shall serve a written demand therefor upon the President or other chief officer of the Association within five (5) days after receiving notice of such vote. The Unit Owner shall specify in said demand his name and address, the Unit of which he is the owner and with respect to which such demand is made, the amount claimed by him as constituting such value, the amount of such liens and encumbrances thereon and the names and addresses of the holders thereof. If the Board is unwilling to pay the amount so demanded, the Board may, on behalf of the Association, within fifteen (15) days after the service of such written demand, so notify the Unit Owner and make a counter-offer of a different amount as the fair market value of the ownership interest as to which demand has been made in compliance herewith. The fair market value of the ownership interest shall be the demand made by the Unit Owner if he has complied with the provisions of this Article, or if the Association as aforesaid has made a counter-offer of a different amount than the amount specified in such demand, then said counter-offer shall be the fair market value unless either the Board and the Unit Owner at any time within twenty (20) days after the service of such demand or counter-offer, whichever is later, agree upon a different amount or either the Unit Owner or the Association within said twenty (20) day period serves a written notice on the other that he or it desires that the determination of the fair market value of such Unit shall be made by a Board of Appraisers. In such case, the fair market value shall be determined by the majority vote of a Board of three (3) appraisers, one of whom shall be appointed by the Board and the other whom shall be appointed by the Unit Owner

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and the two (2) appointed appraisers shall appoint a third (3rd) appraiser. Each appointment shall be made five (5) days after receipt by the other party of the aforesaid notice, to have the ownership appraised and the third (3rd) appointment by the two (2) appraisers chosen by the parties shall be appointed within five (5) days after the two (2) appraisers are appointed. The cost of appraisal shall be borne equally by the parties. The fair market value, determined as above provided, of such ownership interest less the amount of any liens and encumbrances thereon as above provided shall be paid to the Unit Owner in return for conveyance of his ownership interest, subject to any liens and encumbrances thereon, to the President or chief officer of the Association as trustee for all of the Unit Owners. Thereafter, the liens and encumbrances shall be immediately paid unless otherwise agreed to by the mortgagees or other lien holders. Such conveyance and payment of the consideration therefor, which shall be a Common Expense to the Unit Owners who have not elected to receive the fair market value of their Units, shall be made within thirty (30) days after the fair market value of the ownership interest becomes fixed as aforesaid.

ARTICLE XIX

REMEDIES FOR BREACH OF COVENANTS AND RULES

1. ABATEMENT AND ENJOINMENT. If any Unit Owner or any occupant of a Unit shall violate any rules or breach any covenant or provision contained in this Declaration or in the By-Laws, the Association shall have the right in addition to any rights provided by law or hereinafter set forth in subparagraph 2 of this Article to:

A. Enter into any Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the Owner of such Unit, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof or hereof, and the Association or its agents shall not thereby be deemed guilty in any manner of trespass; or

B. To enjoin, abate or remedy, by appropriate legal proceedings either at law or in equity, the continuance of any breach.

2. INVOLUNTARY SALE. If any Unit Owner, either by his conduct or the conduct of any occupant of his Unit, shall violate any covenant or provision herein or in the By-Laws contained or any rule adopted by the Association, and such violation shall continue for thirty (30) days after notice in writing from the Association, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Association, the Association shall have the right, upon the giving of ten (10) days prior written notice to the Unit Owner and his first mortgagee to terminate the rights of such Unit Owner or occupant to continue as a Unit Owner or occupant and to continue to occupy, use or control his Unit, and thereupon, a legal action may be filed by the Association against such Unit Owner or occupant for a decree of mandatory injunction against said Unit Owner or occupant or, subject to the prior consent in writing of any mortgagee having an interest in the ownership interest of such Unit Owner, which consent shall not be unreasonably withheld, a decree declaring the termination of the right of such Unit Owner or occupant to occupy, use, or control the Unit owned or occupied by him and ordering that all the right, title, and interest of the Unit Owner or occupant in his ownership interest or interests therein shall be sold (subject to any liens and encumbrances thereon) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain such Unit Owner or occupant from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge courts costs, receiver's fees, reasonable attorney fees and all other expenses of the proceeding, and all such items shall be taxed against such Unit Owner or occupant in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments owing to the Association or any liens required to be discharged, may be paid to the Unit Owner or occupant. Upon the confirmation of such sale, the purchaser thereof shall, subject to the rights and privileges of the Board provided in Article XX, thereupon be entitled to a conveyance of ownership interest or interests therein and to immediate possession of the Unit so conveyed and may apply to the court for a writ for the

purpose of acquiring such possession and it shall be a condition of such sale, and the decree shall so provide, that the purchaser shall take the interest in such ownership interest or interests therein subject to this Declaration.

ARTICLE XX

CONDEMNATION

1. ENTIRE TAKING. In the event all of the Common Areas and Facilities are taken by condemnation, the net proceeds of the award shall be paid to the Association and considered as one fund and shall be distributed to all Unit Owners and their respective mortgagees jointly and proportioned to each Unit Owner's respective percentage of interest in the Common Areas and Facilities.

2. PARTIAL TAKING. In the event of a partial taking of the Common Areas and Facilities, this Condominium shall automatically and of and by itself be amended so that the parcel of land taken by the condemning authority is excluded from this Declaration. The share in the Common Areas and Facilities of the Condominium by the Unit Owners which remains shall be redistributed among the remaining Unit Owners in proportion to their respective prior interest in the Condominium. Each Unit Owner shall be entitled to secure an award from the condemning authority for the taking of their respective Units or residual damage to their respective Unit and in this regard, payment shall be made directly to the Unit Owner and their respective mortgagee in the ordinary course under eminent domain procedures. All awards granted for the taking of Common Areas and Facilities and/or damage to the residual of the Common Areas and Facilities shall be paid to the Association and distributed to individual Unit Owners and their mortgagees jointly as determined by three (3) reputable real estate appraisers (who shall be members of the Master Appraisers Institute or the Society of Real Estate Appraisers), two (2) of whom shall be appointed by the Board and the third of whom shall be appointed by the first two (2) appraisers. The appraisers shall render written instructions to the Board allocating the total award to the units in such proportion as they in their sole discretion determine to be the damages caused to the Units. It is agreed that their determination shall be final and binding upon all Unit Owners and their respective mortgagees.

ARTICLE XXI

RECREATIONAL DEVELOPMENT

The Association is a member of the Copley Village Community Association ("Community Association") pursuant to the "Declaration of Easements, Covenants and Restrictions" which are restrictions against the Condominium Property. The Community Association owns Recreational Areas and Facilities (swimming pool and tennis courts) which may be utilized by members of the Association in conjunction with members of other Condominium Associations. The cost of operating the Recreational Facilities is proportionately shared by the number of Condominium Units eligible to utilize such facilities and each Unit Owner shall pay his respective share of such expenses as part of his Condominium Assessment.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

1. ACTION WITHOUT MEETING. Any action which may be authorized or taken at a meeting of the Unit Owners or of the Board, may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by all of the Unit Owners or all of the members of the Board respectively, which writing or writings shall be filed with or entered upon the records of the Association. Any certificate with respect to the authorization or taking of any action which is required to be filed with the Recorder of Summit County shall recite that the authorization of taking such action was in writing or writings approved and signed as specified in this Article.

2. DECLARANT'S RIGHTS PENDING SALE OF UNITS. Until such time as Declarant is required to call the first meeting of the Unit Owners in accordance with Article I, Section 5(A) of the By-Laws, the Declarant may exercise the powers, rights, duties and functions of the Association and the Board including without limitation the power to determine the amount of and to levy special assessments and assessments for Common Expenses.

3. NOTICES OF MORTGAGEES. Any Unit Owner who mortgages his ownership interest or interests therein, shall notify the Association, in such manner as the Association may direct, of the name and address of his mortgagees and thereafter, shall notify the Association of the payment, cancellation or other alteration in the status of such mortgages. The Association shall maintain such information in its working records.

4. COPIES OF NOTICES TO MORTGAGE LENDER. Except as otherwise required in the Declaration, upon written request to the Board, the holder of any duly recorded mortgage on an ownership interest or interests therein shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner or Owners whose ownership interest or interests therein is subject to such mortgage, and shall be notified by the Association in writing of any default in the performance or obligations under the condominium documents by the Unit Owner whose ownership interest is subject to such mortgage when and if said default is not cured within thirty (30) days from incurring same. Further, if applicable, the Board shall automatically give the Federal Home Loan Mortgage Corporation (c/o Servicer) notice in writing of any loss to or the taking of the common elements of the Condominium Property if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00).

5. BOOKS AND RECORDS. During normal working hours and upon forty-eight (48) hours prior notice, any Unit Owner or holder of a duly recorded mortgage of an ownership interest in the Condominium shall have a right to examine the books and records of the Association at such location designated by the Association or managing agent.

6. COVENANTS RUNNING WITH THE LAND. Each Unit Owner by the acceptance of a deed of conveyance from Declarant accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or reserved by this Declaration and all rights, benefits and privileges of every character hereby granted, created, reserved, or declared and all impositions and obligations hereby

imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

7. TERMINATION. Upon the removal of the Condominium Property from the provisions of Chapter 5311 of the Ohio Revised Code, all easements, covenants, and other rights, benefits, provisions and positions and obligations declared herein to run with the land or any ownership interest or interests therein shall terminate and be of no further force or effect.

8. WAIVER. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

9. SEVERABILITY. The invalidity of any covenant, restriction, condition, or limitation of any other provisions of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity and enforceability or effect of the rest of this Declaration.

10. LIABILITY. Neither the Declarant nor any subsidiary of the Declarant, employee, agent, successor or assign of the Declarant or any such subsidiary, shall be liable for any claim or damage whatsoever arising out of or by reason of any action performed pursuant to or in accordance with any authority granted or delegated to him or it or any of them by or pursuant to this Declaration or in the capacity of the Declarant or any such subsidiary as developer, Unit Owner, Managing Agent, or seller of the Condominium Property or any part thereof, whether or not such claim shall be asserted by any Unit Owner, occupant, the board, the Association, or by any person or entity claiming by or through any of them or shall be on account of personal injury or property damage however caused. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for or

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arising by reason of the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Unit Owner, occupant, the Board, the Association, the Managing Agent, or the respective agents, employees, guests, tenants, invitees, and servants or by reason of the failure to function or disrepair of any utility services, including without limitation, heat, air-conditioning, electricity, gas, water, sewage and light, except as may otherwise be guaranteed or warranted by Declarant.

11. INSUFFICIENCY OF INSURANCE. In the event the insurance effected by the Association or Managing Agent on behalf of the Unit Owners and occupants against liability for personal injury or property damage arising from or relating to the Common Areas and Facilities shall, for any reason, not fully cover any such liability, the amount of any deficit shall be a Common Expense to the Unit Owners, and any Unit Owner who shall have paid all or any portion of such deficiency in an amount exceeding his proportionate share thereof based on his percentage of interest in the Common Areas and Facilities shall have a right of contribution from the other Unit Owners according to their respective percentage of interest in the Common Areas and Facilities.

12. INTERPRETATION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium development.

13. PERPETUITIES AND RESTRAINTS ON ALIENATION. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) any rule against perpetuities or any analogous statutory provision; (b) any rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limitations, then such provision shall continue in effect for only twenty-one (21) years after the death of the last survivor of the now living descendants of James Earl Carter, President of the United States.

IN WITNESS WHEREOF, COPLEY VILLAGE DEVELOPMENT CO. has executed this instrument by its duly authorized officers this 30th day of September, 1980.

Signed in the presence of: COPLEY VILLAGE DEVELOPMENT CO.

James M. Frank By: [Signature]
John Madon [Signature]

STATE OF OHIO }
COUNTY OF CUYAHOGA } SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named COPLEY VILLAGE DEVELOPMENT CO. by James M. Frank its President and John Madon its S.V.C., who acknowledged that they did sign the foregoing Declaration and that the same is the free act and deed of said Corporation and the free act and deed of them individually and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 30th day of September, 1980.

[Signature]
NOTARY PUBLIC
IRVIN M. FRANK, Attorney
NOTARY PUBLIC, STATE OF OHIO
My commission expires on [blank] day of [blank], 1980.
Section 147.02 R. C.

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