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DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
THE VILLAS AT LONDON SQUARE CONDOMINIUM

CERTIFICATE OF AUDITOR

A copy of this Declaration, with By-Laws and drawings attached,  
was filed with this office on the 26 day of July, 1993.

Janet Creighton  
Stark County Auditor

By Janet Creighton by Patricia Tallot  
Deputy Auditor

This Instrument Prepared By:

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## D E C L A R A T I O N

## THE VILLAS AT LONDON SQUARE CONDOMINIUM

This Declaration is made this 22nd day of July, 1993, by MCKINLEY DEVELOPMENT COMPANY, an Ohio general partnership, (sometimes hereinafter called the "Declarant") for the purpose of submitting certain property to Condominium use and ownership in accordance with the provisions of the Ohio Condominium Act, Ohio Revised Code Chapter 5311.

1. RECITALS.

- (a) Declarant is the owner in fee simple of all of the real property hereinafter described and the improvements thereon and appurtenances thereto.
- (b) Declarant hereby submits to Condominium ownership as provided for in Chapter 5311 of the Ohio Revised Code the Condominium Property (hereinafter described), in accordance with this Declaration.

2. DEFINITIONS. Certain of the terms used in this Declaration and in the By-Laws which are annexed hereto as "Appendix C" and made a part hereof, are defined and shall have the following meanings, unless the context clearly indicates or requires otherwise:

- (a) "Act" means the Ohio Condominium Act as contained in Ohio Revised Code Chapter 5311.
- (b) "Assessment" means the determination of the share of common expenses and other charges which from time to time shall be payable by each Unit Owner. "Other charges" shall include, without limitation, the costs, expenses, and charges for repairs and replacements made by the Association which are the obligation and responsibility of the Unit Owner to make, any special charges made by the Association to the Unit Owner for special services rendered to the Unit Owner or his or her Unit and for special or extraordinary uses or consumptions attributable to such Unit Owner or his Unit, fines or damages resulting from the failure of the Unit Owner or of any occupant of the Unit to comply with any of the covenants, conditions, obligations, or restrictions contained in the Declaration or the By-Laws or with any of the rules properly promulgated by the Association, and the costs of any action to obtain injunctive relief against such noncompliance, any other charges or assessments permitted by this Declaration to be made against Unit Owner or his Unit, which may be charged to an individual without being usurious from the date the assessment or charge first becomes due to the date it is paid in full, and the reasonable costs of collection of any unpaid

assessment and charges (including court costs and reasonable attorneys' fees).

- (c) "Association" or "Association of Owners" means the THE VILLAS AT LONDON SQUARE CONDOMINIUM UNIT OWNERS ASSOCIATION with a further definition of "Unit Owners' Association" being set forth in Ohio Revised Code Chapter 5311.01(L).
- (d) "Board" or "Board of Managers" means the governing body of the Association elected pursuant to the By-Laws.
- (e) "By-Laws" means By-Laws of the Association, annexed hereto as "Appendix C" and hereby made a part hereof.
- (f) "Common Area" or "Common Areas and facilities" means all that portion of the Condominium Property which does not consist of a Unit. The term "Common Area" or "Common Areas and facilities" as used herein is intended to be synonymous and consistent with the term "Common Areas and facilities" within the meaning of Chapter 5311.01(B) of the Act.
- (g) "Common Expenses" means all expenses designated as Common Expenses in the Act, this Declaration and By-Laws, or by the Association.
- (h) "Common Profits" for any period of time means the amount which the total income, rents, profits, receipts, and revenues from the Common Area exceed the Common Expenses for said period.
- (i) "Condominium" means THE VILLAS AT LONDON SQUARE CONDOMINIUM, and "Condominium" and "THE VILLAS AT LONDON SQUARE CONDOMINIUM" means the Condominium regime for the Condominium Property created under and pursuant to the provisions of the Act.
- (j) "Condominium Instruments" means this Declaration, the By-Laws, the drawings, and, as provided by the Act, "all other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium Property or Unit" Individual contracts for the sales of Units, and attachments thereto, are Condominium Instruments.
- (k) "Condominium Organization Documents" means the Articles, the By-Laws, the drawings, and this Declaration, as the same may lawfully be amended from time to time.
- (l) "Condominium Property" means the land described in "Appendix A," attached hereto and made a part hereof, all the buildings and other improvements and structures now or hereafter thereon, all easements, rights, and appurtenances belonging thereto, and all personal property now or hereafter used in

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connection therewith, which have been or are intended to be submitted to the provisions of the Act.

- (m) "Condominium Rules" or "Rules" mean such rules and regulations as the Declarant or Board from time to time may adopt relative to the use of the Condominium or of any part thereof.
- (n) "Declarant" means THE MCKINLEY DEVELOPMENT COMPANY, an Ohio partnership, and its successors and assigns, provided that the rights specifically reserved to Declarant under the Condominium organizational documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.
- (o) "Declaration" means this instrument, including all exhibits, as the same may lawfully be amended from time to time.
- (p) "Drawings" means the drawings for the Condominium, as defined in the Condominium Act, filed simultaneously with the submission of this Declaration for recording, as the same may be lawfully amended from time to time.
- (q) "Limited Common Area" or "Limited Common Areas and facilities" means that portion of the Common Area which is designated herein as reserved for the use of the Owner or Owners of a certain Unit or Units to the exclusion of the Owners of other Units.
- (r) "Occupant" means the person lawfully in possession of a Unit, regardless of whether that person is a Unit Owner.
- (s) "Owner" or "Unit Owner" means any person or persons or other entity owning a Unit in fee simple absolute together with an undivided interest in the fee simple of a Common Area, including Limited Common Area.
- (t) "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.
- (u) "Unit" means that portion or portions of the Condominium Property described as a Unit or Units in this Declaration, including the use of Limited Common Areas and Common Area. The term "a Unit" as used herein is intended to be synonymous and consistent with the term "Unit" within the meaning of Chapter 5311.01(l) of the Act.

3. THE LAND. The land constituting the Condominium Property is located in the Northeast Quarter of Section 36, Township 11, Range 9, in the Township of Jackson, County of Stark, and State of Ohio, a more complete

description of which is attached hereto and marked "Appendix A." (The "Condominium Property").

4. NAME. The name by which the Condominium shall be known is THE VILLAS AT LONDON SQUARE CONDOMINIUM.

5. THE PURPOSE OF AND RESTRICTIONS ON USE OF CONDOMINIUM PROPERTY.

(a) Purpose. THE VILLAS AT LONDON SQUARE CONDOMINIUM shall be used for residential use and other purposes incidental thereto, and for no other purpose, and the Common Areas and facilities shall be used for the joint and several benefit, convenience, and recreation of the Unit Owners, all subject to restrictions, easements, limitations, covenants, declarations, and conditions which are of record and/or which are set forth in this Declaration.

(b) Restrictions and Conditions on Condominium Use.

(i) Unit Uses. Each Unit shall be occupied and used only for private residential purposes by the Owner and his family, or by lessees or guests of the Owner and his family, or by lessees or guests of the Owner, except for such limited professional use as the Board or Declarant, upon application of an Owner, from time to time may authorize as not being incompatible with the residential character of the Condominium; provided, however, that the Declarant shall have the right to use any Units owned by the Declarant as "Model Suites" for the sale or leasing of such Units and Declarant shall have the right to use such Units as sales offices. This restriction shall not be construed to prohibit Owners from leasing their Units so long as the leases are in accordance with the terms of this Declaration and the lessees thereof occupy and use the leased premises in accordance with the provisions hereof.

(ii) Common Area Uses. The Common Area and Limited Common Area shall not be used in a manner which is inconsistent with the residential character of the Condominium. The Common Areas (except the Limited Common Areas) shall be used in common by Unit Owners and occupants and their agents, servants, customers, invitees, and licensees, in accordance with the purposes for which they are intended, and as may be required for the purposes of access, ingress to, egress from, use, occupancy, and enjoyment of Units, provided, however, that unless expressly otherwise provided herein, no Common Area 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. 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. No one shall obstruct, commit any waste in or otherwise cause damage beyond reasonable wear and tear to the Common Area or Limited Common Area; and except as hereinafter expressly provided, nothing shall be stored in the Common Area or Limited Common Area without the prior written consent of the Board or Declarant. Nothing shall be altered, constructed in, or removed from the Common Area or Limited Common Area without the prior written consent of the Board or Declarant. Each Owner shall maintain and keep in good order and repair the Unit owned by such Owner. Nothing shall be stored in the Limited Common Area which creates in the sole judgment of the Association an unsightly appearance.

- (ii) Unit Exterior Restrictions. 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 the building or otherwise of the Unit, or any part thereof, and no sign, awning, screen door or storm door, canopy, shutter, or television or citizens band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, unless authorized by the Board, other than those originally provided by Declarant, and subject to such rules and regulations as the Board may adopt from time to time.
- (iv) Limited Condominium Uses. No noxious or offensive use shall be made of any part of the Condominium and nothing shall be done therein which is or will become an annoyance or nuisance to the other Owners. No use shall be made of any part of the Condominium which will constitute a fire hazard or which will result in the cancellation of insurance on any part of the Condominium or which is in violation of any law, ordinance, or governmental regulation applicable thereto. No use shall be made of any part of the Condominium which will increase the rate of insurance on the Common Area or Limited Common Area, without prior written consent of the Board.

No Unit Owner shall permit anything to be done or kept in the Unit or in the Common Areas and facilities

which is in violation of any law or regulation of any governmental authority.

No Unit Owner shall permit any Hazardous Materials (the term "Hazardous Materials" is defined as any solid or hazardous or toxic waste or hazardous substance, as defined in the Comprehensive Environmental Response Compensation and Liability Act, as amended by the Supra Fund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, as amended or under any successor or similar law or any applicable federal, state, or local laws, ordinances, regulations, codes, rules, orders, decrees, as well as any other substance, the Ownership, possession, use, or storage or disposal of which is regulated under any federal, state or local laws, ordinances, regulations, codes, rules, or decrees, pertaining to environmental health or safety matters) to be used, generated, processed, discharged, stored, treated, disposed of, managed, or contained at said Unit.

- (v) Vehicle Parking. The Board may from time to time promulgate regulations restricting the parking of automobiles and other vehicles on the Common Areas and may enforce such regulations or restrictions by levying fines, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.
- (vi) Association Membership. The Owner of a Unit or Units shall automatically upon becoming the Owner of a Unit or Units be a member of said Association and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease. This Association is established for the purpose of administering the Condominium Property except as set forth herein, it shall be responsible for all activities necessary for the proper operation of the Condominium.
- (vii) Condominium Administration. The Owners of Units covenant and agree that the administration of the Condominium shall be in accordance with the provisions of this Declaration and the By-Laws.
- (viii) Compliance with Condominium Documents. Each Owner, tenant, or occupant of a Unit shall comply with the provisions of this Declaration, the By-Laws, the Condominium Rules, and the Purchase Agreement relating to the sale of the Condominium and the decisions and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions

shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

- (ix) Common Expenses Contribution. No Owner of a Unit may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Areas and facilities or by the vacating or abandoning of his Unit.
- (x) Pets. Except as herein provided, no animals, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in a Unit, or in the Common Area, provided, however, that a pet such as a dog, a cat, or tropical fish may be kept in Units, subject to rules and regulations adopted by the Association, and provided further that they are not kept, bred, or maintained for any commercial purposes; provided further that a Unit Owner, may have one dog or one cat, not both, which dog or cat shall be housed inside the Unit and shall only be permitted on the Common Area or Limited Common Area on a leash, and that the dog or cat is a "non-vicious" breed. A Unit Owner who keeps a dog or cat shall clean up after said dog or cat and shall be subject to fines instituted by the Association for a failure to properly clean up Common Areas and Limited Common Areas. Any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium upon three (3) days' written notice from the Board.
- (xi) Structural Integrity. Nothing shall be done in any Unit, or in, on, or to the Common Areas, which may impair the structural integrity of any improvement or which would structurally change any improvement except as is otherwise provided herein.
- (xii) Building on Easements. Within the easements for the installation and maintenance of utilities and drainage facilities and within any other area designated on the Drawings as being the location of underground utilities, whether pursuant to easement or otherwise, no structure, planting, or other material (except such as exist at the time of this Declaration) shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retire the flow of water through the drainage channels in the easement areas or which may in any other way interfere with or alter the surface flow of water. Utility facilities within the easement areas shall be subject to the right of the Association to maintain the

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

- (xiii) Signs. There shall be no "for sale" or "for rent" signs or other window displays or advertising maintained or permitted on any part of the property or on any Unit therein without the prior written consent of the Board. The right is reserved by the Declarant, however, or its agents, successors or assigns, to place "for sale" or "for rent" signs on any unsold or unoccupied Units and on those portions of the Common Area designated by Declarant, and the right is hereby given to any mortgagee who may become the Owner of any Unit, to place such signs on any Unit owned by such mortgagee. In addition, after the sale of all the Units by the Declarant, the right is hereby given the Association or its representatives to place "for sale" or "for rent" signs on any Unit or on the Condominium Property for the purpose of facilitating the disposal of the Units by any Owner, mortgagee, or the Association.
- (xiv) Notice of Unit Mortgage Status. Each Unit Owner shall furnish written notice to the Secretary of the Unit Owners' Association upon the cancellation or alteration and the status of the mortgage covering his or her Unit.
- (xv) Association President. After the date that the Declarant conveys all the Units owned or which could be owned by Declarant through the expandable provisions of this Declaration, the President of the Association must be an Owner occupying a Unit of said Condominium.
- (xvi) Renting and Leasing. The respective Units shall not be rented by the Owner(s) thereof except pursuant to Lease Agreements for a period of not less than twelve (12) months. With the exception of the foregoing obligation, the Owners of the respective Units shall have the right to lease same provided that such lease is made subject to the covenants and restrictions contained in this Declaration and further subject to the By-Laws attached hereto, and shall have the approval of the Board. The Unit Owner shall submit, in writing, at least twenty-one (21) days prior to the commencement of the Lease Agreement proposal containing the name and current address of the proposed Lessee, the terms of the proposed Lease Agreement, including a copy of the actual Lease Agreement, and any other information reasonably requested by the Board. The Board shall have ten (10) days following the receipt of the Lease Proposal to notify the proposing Unit Owner in writing, of its approval or disapproval of said Lease Agreement.

Failure of the Board act upon a Lease Proposal within the above mentioned ten (10) days by posting a written response to the proposing Unit Owner shall constitute approval of the Board. Once issued, Board approval shall be irrevocable, unless said proposed Lease Agreement constitutes a violation of the terms and conditions set forth in the Condominium Instruments. Board approval of a Lease Proposal shall not be unreasonably withheld. This subparagraph shall not apply to Units owned by Declarant. Such Units may be leased by Declarant for a greater or lesser period than twelve (12) months and without approval of the Board.

- (xvii) Limited Common Area Uses. The Limited Common Areas shall not be altered, decorated, landscaped, or adorned in any manner contrary to rules as may be established by the Association, nor shall they be used in any manner other than their obviously intended purposes, without prior written consent of the Association.
- (xviii) Conveyances. Each Unit shall be conveyed as a separate 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 if that interest is not expressly mentioned or described in the Deed, Mortgage, or other instrument of conveyance or encumbrance. 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, after satisfaction of all conditions on transfer set forth hereinafter, to another person. In addition, each Unit Owner agrees to provide to a purchaser of that Owner's Unit a copy of the Condominium Organizational Documents and all effective rules and regulations.
- (xix) Common Area Restrictions. There shall be no playing, lounging, parking, or placing of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, chairs, lawn ornaments, or decorations on any part of the Common Area except in accordance with the rules and regulations therefor adopted by the Association.
- (xx) Business Use Prohibited. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploitation, or otherwise, shall be conducted, maintained, or permitted on any part of the Condominium Property, except as permitted in this Declaration.

- (xxi) Architectural Control. No building, fence, wall, sign, or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing by the Board, or its designated representative, as to harmony of external design, color, or location in relation to surrounding structures and topography. In the event the Board, or its designated representative, fails to approve or disapprove such plans and specifications within sixty (60) days after they have been submitted to it, approval will not be required and these provisions will be deemed to have been fully complied with.
- (xxii) Settlement of Disputes. In the event of any dispute between Unit Owners as to the application of these restrictions or any rule or regulation to any particular circumstance, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date, and place for a hearing thereon within sixty (60) days thereafter, and give written notice to each party thereof no less than 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 held.

6. DRAWINGS. The particulars of the buildings are graphically shown on the drawings attached to and made a part hereof as "Appendix D," including but not limited to, the layout, location, designation, and dimensions of each Unit. The layout, location and dimensions of the Common Area and Limited Common Areas and facilities insofar as is graphically possible and the Condominium Property and Additional Property are shown in the drawing attached to and made a part hereof as "Appendix E."

7. GENERAL DESCRIPTION OF BUILDINGS AND MATERIALS. The general description of the buildings, the principal materials of which they are constructed, and the number of stories and Units therein are set forth below:

- (a) The Villas at London Square Condominium. THE VILLAS AT LONDON SQUARE CONDOMINIUM shall consist of fifteen (15) two (2)-story buildings, each of which contain two (2) Units constructed principally of concrete, wood, brick, steel, aluminum and vinyl siding, gypsum board, and asphalt and/or fiberglass shingles. These units each include basements and two (2)-car garages.

The units will be one of four basic floor plans described as follows:

Unit Style A, contains 1,958 square feet and is comprised of the following:

A first-floor master bedroom and full bath, combined with a living room with fireplace, kitchen/dinette, dining room, utility room, and a half bathroom. This Unit also includes a two (2)-car garage.

The second floor contains one (1) bedroom and a bonus room with one (1) full bathroom and a balcony open to the living room below.

Included with this Unit is limited common area consisting of the driveway from the garage opening to the street and a porch.

Unit Style B, contains 1,787 square feet and is comprised of the following:

A first-floor master bedroom and full bath combined with a living room with fireplace, kitchen/dinette, dining room, utility room, and a half bathroom. This Unit also includes a two (2)-car garage.

The second floor contains one (1) bedroom and one (1) full bathroom with a balcony open to the living room below.

Included with this Unit is limited common area consisting of the driveway from the garage opening to the street, a porch from the front door.

Unit Style C, contains 1,707 square feet and is comprised of the following:

A first-floor master bedroom and full bath combined with a living room with fireplace, kitchen/dinette, dining room, and utility room. This Unit also includes a two (2)-car garage.

The second floor contains one (1) bedroom and one (1) full bathroom with a balcony open to the living room below.

Included with this Unit is limited common area consisting of the driveway from the garage opening to the street and a porch.

Unit Style D, contains 1,657 square feet and is comprised of the following:

A first-floor master bedroom and full bath combined with a living room with fireplace, kitchen/dinette, dining room, and utility room. This Unit also includes a two (2)-car garage.

The second floor contains one (1) bedroom and one (1) full bathroom with a balcony open to the living room below.

Included with this Unit is limited common area consisting of the driveway from the garage opening to the street and a porch from the front door.

- (b) Other Improvements. Other improvements located on the land constituting the Condominium Property include driveways, landscaping surrounding the buildings, retaining walls, amenity improvements, pipelines, conduits, and other appurtenances for utilities.
- (c) Unit Designation and Percentage of Interest. The Unit designation of each Unit, the location within the Condominium Property, and each Unit's percentage of interest in the Common Area, and in the Common Profits for distribution, and in the Common Expenses for assessment is set forth on "Appendix B," attached hereto and made a part hereof.
- (d) Drawing Designation. The location, layout, dimensions, and number of rooms of each Unit, the Common Area, the Limited Common Area, and other matters are graphically shown on the drawings attached in "Appendix D" of this Declaration.
- (e) Building Layout. The building layout of the Condominium Property is set forth on the Condominium Declaration Plat, a copy of which is attached hereto, made a part hereof, and marked "Appendix E."

8. UNITS. The Units are separately designated and legally described freehold estates in the Condominium, herein described and referred to as "Units," and one freehold estate, herein described and referred to as the "Common Area."

Each of the individual Units is hereby declared and established as a separate freehold estate, and shall consist of air space between the horizontal and vertical planes as delineated by the undecorated interior surfaces of the perimeter walls, floors, and ceilings of said Unit, projected, if necessary, by reason of structural division such as interior walls and other partitions to constitute a complete enclosure of space; provided that, wherever such undecorated surfaces consist of plaster or plasterboard or the concrete floor, all of such

plaster or plasterboard or concrete floor contiguous to such surface shall be included within the Unit but excepting the space occupied thereby lying outside of the perimeter of the Unit, including, without limitation, the following:

- (a) The decorated surfaces, including paint, lacquer, varnish, wall-paper and any other finishing material applied to said perimeter walls, floors and ceilings and also the aforesaid finished material applied to the interior walls, floors and ceilings of both the main residential Unit and the inside garage spaces being a part of each such Unit and designated for use by that Unit;
- (b) The receptacle and switch plates and covers, grills, vent covers, registers, and other coverings of space, light fixtures, and control knobs, within the bounds of a Unit and which serve only the Unit;
- (c) All nonstructural interior walls (other than walls separating Units) and all space between the interior walls, including the space occupied by structural component parts of the building and by utility pipes, wires, lines, and conduits within the bounds of a Unit; and
- (d) All fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality thereof, built-in cabinets, television antennae and cables, and all heating, cooling and ventilating equipment, condensers, units and installations, including the thermostats and controlling devices and components thereof, if any, serving only that Unit;
- (e) All plumbing, electric, heating, cooling, and other utility or service lines, pipes, wires, ducts, or conduits which serve either the Unit or the fixtures located therein, and which are located within the bounds of the Unit.

But excepting therefrom all of the following items located within the bounds of the Unit as described above, to the extent the following are Common Area or Limited Common Area as defined in this Declaration, are to be used and enjoyed by the occupant of the Unit in or to which they are appurtenant;

- (f) All walls, ground floors, and rafter coverings separating or delineating Units, except the decorated surfaces thereof;
- (g) All doors, door frames, glass doors, and windows (and the glass and frames constituting or included therein) and window sashes, affixed to the perimeter walls, floors, and roofs or rafter coverings of a Unit, which are hereby declared to be parts of said walls, floors, and roofs;

- (h) All structural portions of the building, lying within the bounds of the Unit;
- (i) All vent covers, grills, plate covers, and other coverings of space which are not a part of the Unit as heretofore defined;
- (j) The valves, plugs, and switches at the end of any lines, pipes, and wires which constitute Common Areas;
- (k) 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;
- (l) Concrete entranceways and walkways appurtenant to any Unit;
- (m) Without limiting the foregoing, all Common Area and Limited Common Areas located within the bounds of a Unit.

9. COMMON AND LIMITED COMMON AREAS.

- (a) Common Areas - Description. Common Area constitutes all of the Condominium Property, including all of the land and all the improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the drawings as a part of a Unit. Common Area shall also include all repairs and replacements of any of the Common Area. The Common Area comprises, in the aggregate, a single freehold estate, and shall be owned by the Unit Owners as tenants in common and shall remain undivided. No action for partition of any part of the Common Areas and facilities shall be maintainable, except as provided in this Declaration or the Act, nor may any Unit Owner otherwise waive or release any rights in the Common Area; provided, however, that if any Unit be owned by two or more Co-Owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Unit as between such Co-Owners.

The undivided percentage of interest of each Unit Owner in the Common Areas and facilities, as said percentage of interest in the Common Areas and facilities may exist from time to time, shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered with its respective Unit even though the description and any instrument of conveyance or encumbrance refers only to the Unit.

Except as otherwise limited and restricted herein, each Unit Owner shall have the right to use the Common Areas in accordance with the purposes for which they are intended, for all the purposes incident to the use and occupancy of each Unit as a residential Unit, including without limitation, the nonexclusive easement, together with other Unit Owners, to

use and enjoy the Common Area for ingress and egress to and from the respective Units, and for such other uses as are permitted by this Declaration, which rights shall be appurtenant to and run with his Unit; provided, however, that no person shall use the Common Areas or any part thereof in such manner as to interfere with, restrict or impede the use thereof by others entitled to the use thereof, or in any manner contrary to or not in accordance with this Declaration and the Condominium Rules. The Declarant and the Condominium Association shall each, subject to the provisions of this Declaration, have the right but not the obligation to promulgate rules and regulations governing the use of the Common Area and the use of the Limited Common Areas.

- (b) Limited Common Areas - Description. Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy to the exclusion of all others the Limited Common Areas. Limited Common Areas being defined as those portions of the Common Areas that are labeled or designated "LCA" or "Limited Common Areas" on the drawings where practically possible and/or described hereinbelow. Limited Common Areas with respect to each Unit (or group of Units) shall consist of such of the following as may be construed to be Common Area and which may exist on the Condominium Property:
- (i) All structural interior walls and one-half (½) of any wall separating one Unit from the other, floors, ceilings, and rafter ceilings located within the bounds of such Unit, excluding the structural and component parts thereof;
  - (ii) All glass and screens within window and door frames within the perimeter walls of such Unit, and all doors, hinges, locks, latches, and hardware within or on the perimeter walls of such Unit or on the Limited Common Areas and facilities belonging to such Unit;
  - (iii) All gas, electric, water, or other utility or service lines, pipes, wires and conduits located within the bounds of such Unit and which serve only such Units;
  - (iv) The concrete sidewalks and the porches which are adjacent to and serve only such Unit, if any;
  - (v) The concrete pad or other foundation upon which any air conditioning unit is located, if any.
  - (vi) The patio or deck which is adjacent to and serves only such Unit, if any.
  - (vii) All other parts of the Common Area located within the bounds of such Unit and which serve only such Unit.

Subject to the rights of the Condominium Association to maintain for and on behalf of the Unit Owners all or parts of the Limited Common Areas and facilities, each Unit Owner has the responsibility of maintaining the Limited Common Areas and facilities appurtenant to his Unit, except with regard to exterior parking spaces as set forth hereinabove, as hereinafter provided.

- (c) Exclusive Areas. Each Unit Owner is hereby granted an exclusive but revocable license to use and enjoy such exclusive use areas as the Association may allocate to such Unit Owners, upon and subject to such terms and conditions (including the payment of a fee therefor to the Association) as the Association may determine. The Association may, also, hereafter designate specific, clearly defined parts of the Common Areas for a particular use or uses which serve the general welfare of all or a number of the Unit Owners and are beneficial to the Condominium Property. All such part or parts and use thereof shall at all times be subject to such Condominium rules, terms and conditions, as may be promulgated by the Association and shall at all times be subject to change or removal from the exclusive use areas by the Association. The maintenance of any exclusive use area shall be the sole responsibility of the licensee and/or user thereof.
- (d) Undivided Interest Ownership. The undivided interest in the Common Areas of each Unit is shown on the attached "Appendix B" and is that fractional interest equivalent to the proportion that the square footage of the individual Unit, bears to the entire square footage of all Units in of THE VILLAS AT LONDON SQUARE CONDOMINIUM.

If, at a later time, the Condominium is modified upon building completion or is expanded, as hereinafter provided, the undivided interests of the Units in the Common Area shall be uniformly reallocated so that the undivided interest in the Common Areas of each Unit is that fractional interest equivalent to the proportion of the square footage that individual Unit bears to the total square footage of all Units then existing in the Condominium.

10. UNIT OWNERS' ASSOCIATION AND DUTIES THEREOF.

- (a) Establishment of Association. The Association has been or will be formed to be and to serve as the Unit Owners' Association of the Condominium. Declarant is or presently will be the sole member of the Association.
- (b) Management. The Association shall manage the Condominium Property and the affairs of the Condominium with the right, however, to delegate its obligations as hereinafter provided.

- (c) Membership. Membership in the Unit Owners' Association shall be limited to the Unit Owners, and every person or entity who is or becomes a record Owner of a fee or undivided fee simple interest in a Unit is a Unit Owner and shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer ownership to the transferee.
- (d) 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.
- (e) Board of Managers. The Board of Managers initially shall be those three (3) persons named as the initial Board pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by Declarant. No later than the time that Units to which twenty-five percent (25%) of the undivided interest in the Common Areas appertain have been sold and conveyed by the Declarant, Unit Owners other than Declarant shall elect one additional member of the Board. When ownership interest to which fifty percent (50%) of such undivided interest appertain have been sold or conveyed, the Unit Owners, excluding Declarant, shall elect one more member to the Board; and the Declarant shall be entitled to appoint one additional member to said Board at that time. None of the Declarant's appointees need be members or occupiers of a Unit. All persons elected to the Board by members of the Association, exclusive of the Declarant, however, must be Unit Owners. Computation of percentage of undivided interests in the Common Areas and facilities for the purpose of this item shall be computed as provided in Section 5311.08(C) of the Ohio Revised Code.

The terms of the six (6) Board members shall staggered as provided in the By-Laws, so that the terms of one-third (1/3) of the Board will expire and successors be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the two Board members whose terms then expire shall be elected to serve three (3)-year terms, subject, however, to the occurrence of the "turn over date" set forth hereinafter.

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

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

- (ii) The expiration of the thirty (30)-day period after the sale and conveyance of ownership interest to which appertain seventy-five percent (75%) of the undivided interest in the Common Areas and facilities (computed as provided in Section 5311.08(C) of the Ohio Revised Code) to purchasers in good faith for value.

The occurrence of the earlier of the aforesaid two events shall be deemed the "turnover date." At the time of the turnover date, the positions on the Board of Managers shall be fixed at seven (7) and all members of the Board of Managers who are elected after the turnover date must be Unit Owners.

The terms of the seven (7) Board members then so elected shall be staggered, as provided in the By-Laws, so that the term of one Board member and on every third year, two Board members will expire and successors be elected at each annual meeting of the Association. Thereafter, at such annual meetings, a successor to the one or two Board members whose term then expires shall be elected to serve a three (3)-year term.

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

- (f) Maintenance of Common Area. Except as otherwise expressly provided herein, the Association shall maintain and keep the Common Area in a state of working order, clean, neat, safe and in conformity with all laws, ordinances and regulations applicable to the Condominium.
- (g) Improvements Within Units. Except as may otherwise be expressly provided herein, the Association shall keep and maintain in a state of good condition and repair those parts of each Unit which contribute to the support of the building, excluding, however, the surfaces of interior walls, ceilings, and floors, by making all repairs, replacements, alterations, and other improvements necessary to comply with the foregoing. The Association shall further, except as provided in this Declaration, maintain, repair, replace, alter, and improve all conduits, ducts, plumbing, wiring, and equipment, other than that designated as part of an individual Unit, and other facilities for the furnishing of utility services which are used by or for or are common to two or more Units even though such facilities are located within the boundaries of a Unit. If a Unit or Limited Common Areas and facilities appurtenant to a Unit become impaired, or otherwise in need of repair or

restoration, and if the Unit Owner thereof fails after notice from the Association to repair, restore, or otherwise correct the condition, the Association may, but shall not be obligated to, repair, restore, or otherwise correct the condition. The Association shall charge and assess the cost and expense thereof to the Unit Owner(s) who should have performed the work.

- (h) Necessary and Proper Acts. The Association should do any and all other things necessary and appropriate to carry out the duties and obligations reasonably intended to be required under this Declaration and the Act.
- (i) Delegation of Authority. Declarant, prior to formation of the Association and the Board thereafter may, but shall not be required, to delegate all or any portion of its authority and responsibilities to a Manager, Managing Agent, or Management Company. Such delegation may be evidenced by a Management Contract and shall provide for the duties to be performed by the Managing Agent and for the payment to the Managing Agent of a reasonable compensation as a Common Expense. Upon the expiration of each Management Agreement, the Association may renew said Agreement or enter into a different Agreement with a different Managing Agent provided that no Management Agreement or agency or renewal thereof shall have a period longer than three (3) years. The Managing Agent whether selected by the Declarant or the Board may be an entity owned in whole or in part, associated with in whole or in part, or in any other manner connected or associated with Declarant or any Owner, partner, agent, contractor, or employee of Declarant without in any manner restricting, limiting, or affecting the validity of said Agreement. Declarant may, without vote of the Association, enter into an initial Management Contract with a Management agent selected by Declarant, which contract shall not, however, exceed the period of one year from date of formation of the Association.
- (j) Latent or Patent Defects. The obligation of the Association and Owners to repair, maintain, and replace the portions of the property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair, or replacement may be necessary to cure any latent or patent defects in material or workmanship in construction of the Condominium Property.
- (k) Construction Defects. Notwithstanding the fact that the Association and/or any Unit Owner may be entitled to the benefit of any guaranty of material and workmanship furnished by any construction trade responsible for any construction defects, or to the benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of construction guarantees or

insurance coverage shall not excuse any delay by the Association or any Unit Owner in performing his obligation hereunder.

11. DUTIES OF UNIT OWNERS. Each Unit Owner shall at all times do as follows:

(a) Maintenance and Repair.

- (i) Except as may be otherwise expressly provided herein, the Unit Owner shall maintain, repair, and replace, if necessary, at his expense, and keep in good working order, condition, and repair, all Limited Common Areas and facilities designated for his use, including all windows, doors, vestibules, entranceways, air conditioning condensers, air conditioning units, and all associated structures, equipment, and fixtures which are appurtenant to his Unit, shall be maintained by the Association.
- (ii) The Unit Owner shall maintain, repair, and replace, at his expense, and keep in good working order, condition, or repair, all electric fixtures, utility pipes, conduits, and lines, faucets, shower heads, plugs, connections, and fixtures permanently affixed to the realty, and all heating, cooling, and ventilating equipment, units, and installations, and all ducts, controls, grills, filters and parts thereof, located within such Unit or Limited Common Areas and facilities designated for the use of such Unit.
- (iii) Except as otherwise may be expressly provided for herein, the Unit Owner shall keep and maintain, repair, and replace at his expense, all portions of his Unit, and all internal installations of such Unit such as appliances, heating, plumbing, electrical, and air conditioning fixtures or installations, and any other utility service facilities located within the Unit boundaries or within or upon the Limited Common Areas and facilities designated for his Unit, in a state of good working order, condition and repair, in a clean, neat, safe, and sanitary condition, and in conformity with all laws, ordinances, and regulations applicable to the Unit and the Limited Common Areas and facilities which the Unit Owner is hereby obligated to care for.
- (iv) The Unit Owner shall maintain, repair, and replace all of the items described or referred to in parts (i), (ii), and (iii) of this

subparagraph (a) which may require maintenance, repair, or replacement by reason of all breakage, damage, malfunctions, and/or ordinary wear and tear of such items.

- (v) The Unit Owner shall maintain, repair, and replace at his expense all portions of the Condominium Property which may be damaged or destroyed by reason of his own act or neglect, the act or neglect of any occupant of his Unit, or the act or neglect of any invitee, licensee, or guest of such owner or occupant. Notwithstanding the foregoing obligation of the Unit Owner, the Declarant prior to the formation of the Association and the Board thereafter (or other Unit Owner in respect to his own Unit) may, but shall not be obligated to, repair and replace the property damaged or destroyed by reason of the act or neglect of a Unit Owner, an occupant, or their invitee, licensee or guests, and charge and collect from such Unit Owner the cost and expense paid or incurred in making any such repair or replacement. If the repair or replacement is made by the Declarant prior to the formation of the Association and the Board thereafter, the cost and expense thereof shall be a lien against the Unit Owner's ownership interest which is apparent prior to the formation of the Association and the Board thereafter, may assert and collect in the same manner as hereinafter set forth for nonpayment of his share of assessments. The right herein to assert and collect upon a lien shall not be exclusive, but shall be in addition to all other rights and remedies available herein, in law and in equity for recovery of the costs and expense so incurred.
- (vi) All of the work required of the Unit Owner in this subparagraph (a) shall be performed by him promptly, properly, and in good workman-like manner, using first class materials of equivalent or better quality than those originally installed or incorporated into the Condominium Property, and using competent and qualified labor.
- (b) Report Defects. Report promptly to the Board or a Managing Agent employed by the Condominium Association the need for any maintenance or repair to any portion of the Condominium Property which the Condominium Association is obligated to

maintain or repair pursuant to this Declaration or the By-Laws.

- (c) Non-disturbance of Others. Perform his duties and responsibilities in such manner so as not to unreasonably disturb other Unit Owners and occupants.
- (d) Pay for Utilities. Pay all costs for utilities directly needed to his Unit or to the Limited Common Areas and facilities designated for his use, unless any or all of such services are provided or paid for by the Association and charged to the Unit Owner as part of the Common Expenses, in which case all or any part of such services so provided by the Association shall be paid for by the Unit Owner as part of his share of the Common Expenses.
- (e) Comply With This Declaration. Faithfully and promptly pay all charges and assessments made against him or his Unit pursuant to this Declaration and faithfully observe, fulfill, and perform all of the covenants and restrictions herein contained and all other obligations of a Unit Owner as set forth in (or intended by) this Declaration, the Condominium Rules and the Act.
- (f) Deed or Other Instrument Affecting Title. Include both his interest in the Unit and his corresponding percentage of interest in the Common Area in every Deed, Mortgage, Lease, or other instrument affecting title to his Unit, it being the intention hereof to prevent any severance of such combined ownership. In furtherance of the foregoing responsibility and obligation and not in limitation thereof, or in limitation of the provisions of any other provision of this Declaration, any Deed, Mortgage, Lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.
- (g) Negative Covenants. Each Unit Owner agrees not to:
  - (i) Paint or otherwise decorate or change the appearance of any portion of the buildings not within the bounds of his Unit, unless the prior written consent of the Declarant or Board is obtained.
  - (ii) Not to decorate, landscape or adorn any of the Common Areas and facilities or Limited Common Areas or any portion thereof or make any additions thereto or make any improvements thereon or thereto or do anything which would or might jeopardize or impair the safety or soundness thereof without the written consent of the Declarant or Board.

- (iii) Make any structural alteration, change, improvement, or addition.

12. PERSON TO RECEIVE SERVICE OF PROCESS. The person to receive service of process for the Association shall be William J. Lemmon, 1201 South Main Street, North Canton, OH 44720. When and after the Association is incorporated, the statutory agent thereof shall be the person to receive service of process, and his name and address (and that of each successor) shall be filed with the Ohio Secretary of State on such forms as are prescribed for the subsequent appointment of a statutory agent for an Ohio corporation not for profit and upon such filing that individual or his successor shall be the individual to receive service of process for the Association.

13. INSURANCE AND VOTING IN THE EVENT OF DAMAGE OR DESTRUCTION.

- (a) Insurance to be Obtained. The Board, as a Common Expense, shall obtain and maintain, to the extent obtainable, the following insurance:

- (i) Property. Property insurance on the Common Areas and facilities including buildings and all other insurable improvements on the Condominium Property and all personal property as may be owned by the Association. The property insurance required hereunder may be purchased in a blanket policy, in the event additional property is added to the Condominium by Declarant, covering all buildings within the Condominium development, or may be purchased under separate policies each covering separate buildings or clusters of Units. The property insurance to be purchased hereunder shall be in an amount equal to the full insurable replacement value, and shall insure against loss or damage by fire, lightning, and such perils as are commonly known as "extended coverage," and vandalism and malicious mischief. Such insurance shall be written in the name of and the proceeds thereof shall be payable to said Board as Trustee for the Owners and their respective mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of such insurance to the Owners and their respective mortgagees. Notwithstanding the above, until the Association shall be formed, the insurance may be written in the name of and the proceeds thereof payable to the Declarant and the Declarant's mortgagees, as their interests may appear.
- (ii) Liability. Third-party liability insurance in form and in such amounts as the Board may from time to time determine, but in no event shall the limits of liability be less than ONE MILLION DOLLARS (\$1,000,000) for death, bodily injury, and property damage per occurrence, insuring the Declarant, each member of the

Board, the officers of the Association, and the Owners, and with cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder. This insurance, however, shall not insure against the individual liability of an Owner for personal liability arising out of the ownership, maintenance, or use of his Unit or Units and/or any automobiles or motor driven vehicles driven by or on behalf of such individual Owner(s), but shall insure the Declarant, the Association's officers, and each member of the Board for death, personal injury, or property damage arising from or relating to the ownership, maintenance or use of a Unit by its Unit Owner.

- (iii) Worker's Compensation. Worker's Compensation insurance as required by law.
  - (iv) Other. Such other insurance as the Declarant prior to the formation of the Association and the Board thereafter may determine, including, without limitation, errors and omissions insurance, liability insurance for Board members, "all risk" coverage under the property insurance, automobile and vehicle insurance, professional liability insurance, and any other type of insurance deemed proper by Declarant or the Board.
- (b) General Provisions Governing Insurance. All insurance affecting the Condominium Property shall be governed by the following provisions:
- (i) All policies shall be for the benefit of the Association, the Declarant, the Unit Owners, and their mortgagees as their interests may appear, except as set forth in subparagraph 13(a).
  - (ii) Provision shall be made for the issuance of a certificate of insurance to each Unit Owner and his first mortgagee, if any, which shall specify the proportionate amount of insurance attributable to the particular Unit Owner's ownership interest.
  - (iii) The original of all policies and endorsements thereto shall be deposited with the Declarant or Board which shall hold them subject to the provisions of subparagraph (c).
  - (iv) Exclusive authority to adjust losses under policies hereunder in force on the Condominium Property shall be vested in the Declarant prior to the formation of the Association and thereafter in the Board; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in and the Declarant or the Board shall consult with such

- mortgagee with respect to the settlement negotiations, if any, related thereto.
- (v) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Unit Owners or their mortgagees.
  - (vi) Each Unit Owner may obtain additional insurance at his own expense; provided, however, that no Unit Owner shall be entitled to obtain coverage on those items insured under the policies required to be purchased under subparagraph (a)(i) of this paragraph, (the "Master Policy"), or to otherwise exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Declarant or the Association, on behalf of all the Unit Owners and their mortgagees, may realize under any insurance policy which the Declarant or the Association may have in force on the Condominium Property at any particular time; and provided, further, that each policy of insurance obtained by any Unit Owner shall contain, if obtainable, a clause or endorsement providing in substance that the insurance shall not be prejudiced if the insureds have waived right of recovery from any person or persons prior to the date and time of loss or damage, if any.
  - (vii) Any Unit Owner who obtains an individual insurance policy covering any portion of the Condominium Property, other than improvements not insured by the Association or Declarant and personal property belonging to such Unit Owner, shall be required to file a copy of each such individual policy with the Secretary of the Association within thirty (30) days after the purchase of such insurance. If said policy could prejudice the Master Policy, the Association shall have the right to require the Unit Owner to cancel said policy.
  - (viii) It shall be the responsibility of each Unit Owner at his own expense to provide, if he sees fit, title insurance, home owner's liability insurance for his Unit, theft and other insurance covering improvements, betterments, and personal property damage and loss not covered under the Master Policy. The Declarant or Association shall have no responsibility or obligation to insure such matters or against such risks for or on behalf of the Unit Owners. In allocating among the Unit Owners any insurance proceeds received by the Association, the Association may adjust the proportionate share of such proceeds allocable to a Unit to reflect the matters which should be paid for by (and insured by) the Unit Owners.

- (ix) The Board shall conduct a periodic insurance review which may, at the option of the Board, include a replacement cost appraisal, without respect to depreciation, of all improvements constituting the Condominium Property (with the exception of improvements not covered under the Master Policy) by one or more qualified persons. If a Unit Owner should replace an item covered under the Master Policy, said Unit Owner should use its best efforts to promptly inform the Association of such replacement and the costs thereof.
  
- (x) Every reasonable effort shall be made to secure insurance policies that will provide for the following:
  - (1) A waiver of subrogation by the insurer as to any claims against the Declarant, Board, officers of the Association, Manager or Managing Agent, the Unit Owners, and the occupants;
  - (2) That the Master Policy cannot be cancelled, invalidated, or suspended by reasons of the conduct or actions of any one or more individual Unit Owners;
  - (3) That the Master Policy cannot be cancelled, invalidated, or suspended by reason of the conduct of any Director, officer, or employee of the Declarant or Association or its duly authorized Manager without a prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time therein within which the defect may be cured by the Association, its Manager, any Unit Owner or mortgagee;
  - (4) That any "other insurance" clause in the Master Policy exclude individual Unit Owners' policies and considerations;
  - (5) That notwithstanding any provision of any policy which gives the carrier an option to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable by the carrier when the Association and the Unit Owners have voted for removal of the Condominium Property from the provisions of Chapter 5311 as provided for in this Declaration; and
  - (6) That the coverage of any policy shall not be terminated for nonpayment of premiums without at least ten (10) days' prior written notice to each holder of a first mortgage upon a Unit, provided that notice of the existence of such

mortgage has been given to such carrier or carriers.

- (xi) The Master Policy may contain a deductible amount not exceeding ONE THOUSAND DOLLARS (\$1,000) unless the Declarant prior to the formation of the Board and the Board thereafter shall have adequate cash reserves or other reasonable arrangements for the self insurance of a deductible portion and amount in excess of the amount set forth herein.

(c) Damage and Destruction.

- (i) Adjustment of Loss; Determination of Cost. Immediately after the damage or destruction by fire or other casualty to all or any part of the Condominium Property covered by the Master Policy, the Declarant prior to formation of the Board and the Board thereafter or their duly authorized agents shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Such costs may include professional fees and premiums for bonds. Repairs or reconstruction, as used in this subparagraph, means repairing or restoring the Common Area, Limited Common Areas, and that portion of the Unit and improvements therein required to be covered under the Master Policy, to substantially the same condition in which it existed prior to the fire or other insured casualty. Each Unit Owner shall be deemed to have delegated, and does delegate upon acquisition of title to an ownership interest, to the Declarant prior to formation of the Board and the Board thereafter, or their agent, his right to adjust with insurance companies all losses under the Master Policy.
- (ii) Responsibility for Restoration. Except as otherwise provided in Part (iii) below of this subparagraph (c), in the event all or any part of the property which is required to be insured by the Association under the Master Policy shall be damaged or destroyed, the Association shall cause the same to be restored substantially in accordance with the drawings, as provided in subparagraph (d) below. Except as said Unit may be insured by the Association, each Unit Owner shall restore his Unit after any casualty causing damage thereto.
- (iii) Election Not to Restore After Damage or Destruction; Sale of Condominium Property. In the event any damage to or destruction of the Common Areas and facilities renders fifty percent (50%) or more of the Units

then comprised within the Condominium Property untenable, the Unit Owners may, by vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, elect not to repair or restore such damaged part. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Unit Owner. In the event any such sale or sale of the Condominium Property after election, by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective 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.

- (d) Repairs and Restoration. Insurance proceeds shall be used by the Declarant prior to formation of the Association and the Board thereafter, to defray the cost of repairs and restoration to the Common Area, Limited Common Areas, and those portions of a Unit and improvements therein required to be covered under the Master Policy. If the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be distributed to the Unit Owners and their mortgagees as their interests may appear in accordance with their percentage interest in the Common Area. If the cost of such repairs exceeds the amount of such insurance proceeds, such excess may be provided either by means of a special assessment levied by the Declarant prior to the formation of the Association and thereafter by the Board against all Unit Owners in proportion to each Unit Owner's share in the Common Area, or by means of an appropriation from a reserve maintenance fund, if any, or such other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Area, as the Declarant prior to the formation of the Association and the Board thereafter in its sole discretion may determine.
- (e) Responsibility of Unit Owner. Each Unit Owner shall repair and restore that portion of his Unit not covered under the Master Policy; provided, however, that the Declarant prior to the formation of the Association and the Board thereafter shall have the right to elect to perform or have performed certain or all of the repair or restoration work in respect to all or any damaged or destroyed Units. In such event, the Unit Owner shall make available to the Board or Declarant insurance proceeds payable to the Unit Owner and any

amounts in excess thereof necessary to complete said repair and restoration.

- (f) Waiver of Subrogation. Each Unit Owner and the occupant as a condition of accepting title and possession, or either one of such, of a Unit, the Declarant, and the Association, agree, provided such agreement does not invalidate or prejudice any policy of insurance, that in the event the Condominium Property (including the Units and improvements within the Units), any part or parts of the Condominium Property, or the fixtures or personal property of any such person located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance of any Unit Owner, occupant, Declarant, or the Association, and the lessees or sublessees of any one of them, the rights, if any, of any one of them against any other, or against the employees, agents, licensees, or invitees of any one of them, with respect to such damage or destruction and with respect to any loss resulting therefrom, are hereby waived to the extent of the coverage of said insurance, notwithstanding the cause of such fire or other casualty, including negligence.

14. MECHANIC'S LIENS. No labor performed or materials furnished for use in connection with any Unit with the consent or at the request of an Owner or his agent or subcontractor shall create any right to file a statement of mechanic's lien against the Unit of any other Owner not expressly consenting to or requesting the same or against any interest in the Common Areas except as to the undivided interests therein appurtenant to the Unit of the Owner for whom such labor shall have been performed and such material shall have been furnished. Each Owner shall and does hereby indemnify and save harmless each of the other Owners from and against liability or loss arising from the claim of any lien against the Condominium Unit, or any part thereof, of any other Owner for labor performed or for materials furnished for and to the first Owner's Unit. At the written request of any Owner, the Association shall enforce such indemnity by collecting from the Owner of the Unit upon which the labor was performed and materials furnished, the amount necessary to discharge any such lien, including all costs incidental thereto, and obtain a discharge of the lien. Such collection shall be made by special assessment.

15. EASEMENTS.

- (a) Encroachments. In the event that, by reason of the construction, settlement, rising, or shifting of a building or by changes in position caused by repair or reconstruction of the Condominium Property, or any part thereof, any part of the Common Areas and facilities presently encroaches or shall hereafter encroach upon any part of a Unit or Units, or any part of a Unit presently encroaches or shall hereafter encroach upon any part of the Common Areas and facilities, or if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving either any other Unit or more than one Unit presently encroaches or shall hereafter encroach upon any part of any Unit, valid easements for such

encroachment and for the maintenance of the same shall and by filing of this Declaration are deemed to exist for the benefit of such Unit and the Common Area and facilities, as the case may be, so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Common Areas and facilities if such encroachment occurred due to the willful conduct of said Owner.

- (b) Easement of Access for Repair, Maintenance and Emergencies. The Owners of other Units shall have the irrevocable right, to be exercised by the Declarant prior to formation of the Association and the Board thereafter as their agent, to have access to each Unit and to all Common Areas and Limited Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Area located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Area or to another Unit or Units and/or another Limited Common Area. The Declarant and Board shall also have such right independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Area or as a result of emergency repairs within another Unit at the instance of the Association or of Owners shall be an expense of all the Owners; provided, however, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Declarant prior to formation of the Association and the Board thereafter by Assessment pursuant to this Declaration.
- (c) Owner's Right to Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to his Unit, and to any Limited Common Area designated for use in connection with his Unit, and shall have the right to the horizontal and lateral support of his Unit, and such rights shall be appurtenant to and pass with the title to each Unit.
- (d) Declarant's and Association's Right to Use of Common Area. The Declarant and the Association shall have a nonexclusive easement to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration.

- (e) Easements Deemed Created. All conveyances of Condominium Units hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as are provided for herein, even though no specific reference to such easements appears in any such conveyance.
- (f) Utility Easements.
- (i) Declarant as the Owner of the land described in Appendix F attached hereto and made a part hereof, does hereby give, grant and create, under the surface of the property described in Appendix F to and for the benefit of the Unit Owners of the Condominium, present and future, the exclusive right and easement, where necessary, to use, repair, maintain, inspect and replace water mains and pipes and storm and sanitary sewer lines and pipes now located upon any of the land described in Appendix F and serving the buildings and other improvements of the Condominium Property. The Declarant, for itself and its successors, assigns and grantees of all or any portion of the land described in Appendix F, attached hereto and made a part hereof, reserves the right to tie into and use without charge any of said lines, pipes and mains, either within the premises described in Appendix F, or on the Condominium Property at any time and from time to time, so long as such use does not overburden said lines, pipes and mains, and if such use causes any overburdening, Declarant, for itself and its successors, assigns, and grantees of all or any portion of the land described in Appendix F attached hereto and made a part hereof, reserves the right to take such corrective measures or cause such corrective measures to be taken as will cause such overburdening to cease. The Association shall have the right, through its Agents, to go upon the premises described in Appendix F, or any of that premises, as may be necessary for the purpose of inspecting, maintaining, repairing or replacing, if necessary, any drainage structure, lines, pipes, and mains serving buildings located on the Condominium Property, and located on the premises described in Appendix F, if any, provided that the use then being made of the property described in Appendix F, or any part of it, shall not be unreasonably interfered with. The Association (as a Common Expense) shall pay all costs, expenses, and charges in connection therewith but following the construction of building(s) which use any such drainage structure, line, pipe, or main, the Owner or Owners of Units contained in any such building(s) using such drainage structure, line, pipe, or main, shall share the cost of maintenance, repair, and replacement (if necessary) in accordance with the ratio which the market value of such Owners' Units using such drainage structure, line,

pipe, or main bears pipe, or main. In the event of any repair, maintenance, or replacement of any such drainage structure, lines, pipes and mains, the person doing such work shall promptly restore the surface of the land to its condition immediately prior to such work, and shall repair any damage caused by such work.

The Declarant, its successors, assigns and grantees of the land described in Appendix F, reserve the right to construct any and all buildings, structures or improvements on or adjacent to the premises described therein, including, without limitation, paved parking areas, drives, and sidewalks, provided that at all times if a building shall be constructed thereon and there shall be drainage structure, lines, pipes and/or mains located thereon serving the Condominium Property, then there shall be adequate provision for accessibility for repair, inspection, maintenance, or replacement of such drainage structure, line, main, or pipe.

Declarant further reserves the right to grant to others the right to tie into and use the drainage structure, lines, pipes, and mains now or in the future existing on the subject premises at any time and from time to time on such terms and provisions as Declarant may determine, preserving, however, the rights and easements for the benefit of the Unit Owners as set forth herein.

- (ii) Declarant, as the owner of the land described in Appendix F hereof, reserves the right and easement for benefit of Declarant and Declarant's successors, assigns and grantees, of all or any portion of the land described in Appendix F, without charge, to go on any part of the land within the Condominium Property not improved by a building, to tie into, use, install, construct, lay, repair, maintain, or replace (if necessary) any and all water mains and pipes, storm and sanitary sewer pipes and lines, gas pipes and mains, telephone wires and equipment, electrical conduits and wires, and any other equipment or fixtures related to any and all utilities (hereinafter collectively referred to as a "utility"), now existing or hereafter placed, constructed, or installed on, over, under or through any part of said land constituting a portion of the Common Area of the Condominium, provided that such use shall not overburden the existing capacity of the utilities so that they are no longer usable by those formerly using same. Such right and easement shall include the right and right-of-way to go upon and over the Common Area for the purpose of inspecting, using, installing, constructing, laying, repairing, maintaining, and replacing (if necessary) any such utility or utilities. In so doing, the use of the Common Area shall not be unreasonably disturbed and any

damage caused by the foregoing shall be repaired with the surface of the Common Area being restored to its former condition. When such utilities shall be used by any Owner of land outside the Condominium Property as permitted herein, the cost of repair, maintenance, and replacement (if necessary) of any common utility shall be shared on a pro rata basis in accordance with the ratio which the market value bears to the total market value of all units of Owners using such utility.

Further, the Declarant, its successors, assigns, and grantees of all or any part of the land described in Appendix F shall have the right to go upon the Condominium Property for the purpose of exercising the rights and easements set forth in this subparagraph, provided that such rights shall be exercised with as little interference with the use of the Condominium Property as possible under the circumstances. Declarant further reserves the right to grant easements to others, to tie into, use, construct, install, lay, inspect, maintain, repair, and replace utilities to those persons and under those terms and provisions as Declarant in its sole discretion shall determine. Such person shall not exercise any of such rights so as to unreasonably interfere with the use of the Condominium by the Unit Owners.

- (iii) The Declarant and the Association may grant easements for any and all utility purposes for the benefit of the Unit Owners and/or the Condominium Property, including the right to install, lay, maintain, repair, and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, electrical conduits and wires, cable television conduits and wires, and/or to dedicate for public purposes any land over, under, along, on, or through any portion of the Common Area, to those persons or utilities or governmental authority to which the Declarant may, in its sole discretion, or the Association may, in its sole discretion, determine proper.
- (g) Easement Agreement for Ingress and Egress. Declarant hereby reserves an easement for ingress and egress as described in a Grant of Easement recorded or to be recorded in the Stark County Real Estate Records. The purpose of such Easement is to provide access to and from Whipple Avenue, N.W., and/or from Hills and Dales Road over and across the Condominium Property to the Additional Property (defined in paragraph 27(d) below).
- (h) Easements to Run with Land. Each and every easement and right reserved, granted, created, or described herein are easements of appurtenance, running with the land, in perpetuity, and at all times shall inure to the benefit of and be binding upon the Declarant, all Unit Owners, the Association, and

each person for whose benefit such easements have been created, and their respective heirs, administrators, executors, personal representatives, successors, assigns, and grantees, and their respective tenants, subtenants, guests, visitors, invitees, and customers. Each Unit Owner and his respective mortgagee by acceptance of a deed conveying the unit or a mortgage encumbering such unit, as the case may be, hereby irrevocably appoints the Association and/or the Declarant, his attorney-in-fact, coupled with an interest, and authorizes, directs, and empowers such attorney, at the option of the attorney, or either of them, to execute, acknowledge, and record for and in the name of such Unit Owner and his mortgagees, such easements or other instruments as may be necessary to effect the foregoing, and each Unit Owner and mortgagee agrees to execute, acknowledge, and deliver any and all instruments in recordable form which may be necessary or desired by any beneficiary of any such easement to effectuate and/or further manifest the easements and intents set forth in this paragraph. In the event of the removal of the Condominium Property from the provisions of the Act, all rights and obligations under this paragraph shall devolve pro rata upon the Owners of the property so removed and their successors in title, as tenants in common, and any notice or action which was required to be made through the Association shall henceforth be made to them individually and directly, it being the intent that removal of such property from the act will terminate the easements and rights set forth herein.

- (i) Reference to Easements in Deeds. Failure to refer specifically to any or all easements or rights described in this Declaration in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation shall not constitute a default or failure to reserve said rights or easements, but shall be deemed conveyed or encumbered along with the Unit.
- (j) Nonmergers of Easements. Notwithstanding the fact that title to the lands described in Appendix A and F is held in the name of Declarant, it is the express intention of Declarant to establish the easements described in this Declaration, which easements shall not, under any circumstances, be deemed to merge with the fee ownership in said lands.

16. ASSESSMENTS AND LIEN OF ASSOCIATION.

- (a) General. Assessments for the Common Expenses shall be made in the manner provided herein and in the By-Laws.
- (b) Division of Common Profits and Common Expenses. The Common Profits shall be distributed among, and the Common Expenses shall be Assessed against, the Unit Owners by the Association in accordance with the percentages of interest in the Common Area appertaining to the respective Units of the Unit Owners, as set forth in Appendix B, attached to and

made a part hereof, as same may be amended. Each Unit Owner shall pay his proportionate share of Assessments for Common Expenses and any special Assessments levied against him in such manner and at such times as provided herein and in the By-Laws. Each Unit Owner warrants by acquisition or occupancy of his Unit that the percentage set forth in Appendix B opposite the designation of his Unit bears the same ratio to one hundred percent (100%) as the square footage of his Unit, on the date this Declaration is filed for record here to the total par value of all Units in the Condominium Property on the date this Declaration was filed for record.

- (c) Non-Use of Facilities. No Owner of a Unit may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas and facilities or by the abandonment of his Unit.
- (d) Lien of Association. The Association shall have a lien upon each Unit Owner's Unit and interest therein for the payment of all Assessments (as defined to include "other charges" in paragraph 2(b) of this Declaration), against such Unit which remain unpaid for ten (10) days after the same have become due and payable, from the time a certificate therefor, subscribed by the President or Secretary of the Association, is filed with the Recorder of Stark County, Ohio, pursuant to authorization given by the Board. Such certificate shall contain a description of the Unit, the name or names of the record Owner or Owners thereof and the amount of such unpaid portion of the Assessments. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the Court in an action brought to discharge such lien as hereinafter provided. In addition, the Owner of the Unit and any occupant thereof shall be personally liable for such expenses chargeable for the period of his ownership or occupancy.
- (e) Priority of Association's Lien. The lien provided for in subparagraph (d) of this paragraph shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and the lien of a bona fide first mortgage which has been theretofore filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association after authority shall have been obtained from the Board. In any such foreclosure action, the Owner or Owners of the Unit affected shall be required to pay a reasonable rental for such Unit during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the

Declarant or Association shall be entitled to become a purchaser at the foreclosure sale. The provisions of the paragraph entitled "Sale, Leasing or Other Transfer-Right of First Refusal" shall be applicable to any such purchase by the Association.

- (f) Dispute as to Assessments for Common Expenses. Any Unit Owner who believes that the Assessments or fines levied against him or his Unit, for which a certificate of lien has been filed have been improperly determined may bring an action in the Common Pleas Court of Stark County, Ohio, for discharge of all or any portion of said lien.
- (g) Non-Liability of Foreclosure Sale Purchaser for Past Due Assessments. Where the mortgagee of a first mortgage of record acquires a Unit or interest therein as a result of foreclosure of the first mortgage or by the acceptance of a deed in lieu of foreclosure, such mortgagee, its successors and assigns, shall not be liable for the Assessments levied against or imposed upon such Unit which were levied prior to the acquisition of such Unit by such mortgagee, its successors and assigns. Any funds received on the judicial sale of the Unit in excess of the first mortgage lien, the court costs, and the real estate taxes and assessments, shall, however, be paid over to the Association, to the extent of the unpaid Assessments due to the Association. The Owner or Owners of a Unit prior to the judicial sale thereof shall be and remain personally and primarily liable, jointly and severally, for the Assessments against the judicially sold Unit up to the date of the judicial sale; but any unpaid part of the Assessments shall be deemed to be Common Expenses and shall be Assessed and levied against all of the Unit Owners including the Owner of the Unit foreclosed, his heirs, successors or assigns, at the time of the first Assessment next following the acquisition of title by such mortgagee, its successors or assigns.
- (h) Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid Assessments up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board setting forth the amount of all unpaid Assessments against the grantor due the Association, and such grantee shall not be liable for nor shall the Unit conveyed be subject to a lien for, any unpaid Assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement. As used in this paragraph "grantor" shall include a decedent and "grantee" shall include a legatee or intestate heir of said decedent.

17. CONDEMNATION. Whenever all or any part of the Condominium Property shall be taken by an authority having the power of condemnation or eminent domain, each Unit Owner shall be entitled to notice thereof. Each Unit Owner hereby designates and appoints the Association, and any duly authorized agent of the Association, as his exclusive agent to handle, negotiate, settle, and conduct all matters, proceedings, and litigation incident to such taking) and the Association shall have the power and authority to do so. In the event that all of the Condominium Property is taken by eminent domain or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium ownership pursuant thereto shall terminate. The condemnation award shall be apportioned among the Owners in proportion to the respective percentage interest in Common Areas as set forth in Appendix B hereof, as said percentage interest may be modified from time to time hereafter. Such shares shall be paid into separate accounts and disbursed as soon as practicable.

In the event that less than all of the Condominium Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the condemnation award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the condemnation award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Owners, as follows: (a) the total amount allocated to taking of or injury to the Common Area shall be apportioned among Owners in proportion to their respective undivided interests in the Common Area, (b) the total amount allocated to severance damages shall be apportioned to those Units which were not taken or condemned, (c) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within his own Unit shall be apportioned to the particular Unit involved, and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable under the circumstances. If an allocation of the condemnation award is already established in negotiation, judicial decree, or otherwise, then in allocating the condemnation award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made by checks payable jointly to the respective Owners and their respective mortgagees, as their interests may appear.

In the event a partial taking results in the taking of a completed Unit, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the ownership, voting rights, and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners of remaining Units for amendment of this Declaration and the amended Declaration shall be filed as required by law.

Any reconstruction and repair necessitated by condemnation shall be governed by the processes specified in the paragraph entitled "Insurance and Voting in the Event of Damage or Destruction."

18. REHABILITATION AND RENEWAL OF OBSOLETE PROPERTY. The Association may, by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power, determine that

the Condominium Property 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. In consideration of the conveyance to the Association of his Unit, subject to any such liens and encumbrances hereinafter referred to, any Unit Owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the President of the Association within five (5) days after receiving notice of such vote, to receive the fair market value of his Unit, plus such Owner's pro rata share of any Common Profits accrued to the date of such vote, less the sum of the following:

- (a) The amount of any liens and encumbrances thereon as of the date such vote is taken;
- (b) The amount of any liens and encumbrances arising out of actions of said Unit Owner filed during the period from the date of such vote to the date of conveyance;
- (c) The amount of any liens and encumbrances thereafter arising because of unpaid Assessments accruing prior to date of such vote;
- (d) The amount of any Common Expense accruing prior to the date of such vote, whether assessed or not assessed.

In the event of such election, such conveyance and payment of the consideration therefor, which shall be a Common Expense to the Unit Owners who have not so elected, shall be made within thirty (30) days thereafter, and, if such Owner and a majority of the Board of the Association cannot agree upon the fair market value of such Unit, such determination shall be made by the majority vote of three appraisers, one of which shall be appointed by such Unit Owner, one of which shall be appointed by the Board, and the third of which shall be appointed by the first two appraisers.

19. REMEDIES FOR BREACH OF COVENANTS AND CONDOMINIUM RULES. The violation of any restriction or condition or Condominium Rule or the breach of any covenant or provision contained in this Declaration or in the By-Laws of the Association attached hereto as Appendix C shall give the Board in addition to the rights hereinafter set forth in this paragraph, and in addition to any other rights or remedies in law or in equity, the right:

- (a) To enter upon the land or Unit or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration and the By-Laws of the Association, and the Board, or its agents, shall not be thereby deemed guilty in any manner of trespass; or
- (b) To enjoin, abate, or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any breach.

20. WAIVER. The failure of the Declarant or Board to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration or of the By-Laws, or to exercise any right herein or therein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future, of such term, covenant, condition, restriction, or right, but such term, covenant, condition, restriction, or right shall remain in full force and effect. The receipt by the Declarant or the Board of any Assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Declarant or the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Declarant or the Board, as the case may be.

21. NON-LIABILITY OF THE DECLARANT. Declarant and any shareholder, director, officer, partner, agent, or employee of Declarant, shall not be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to this Declaration or in Declarant's (or its representative's) capacity as developer, contractor, owner, manager, or seller of the Condominium Property whether or not such claims (a) shall be asserted by any Unit Owner, Occupant, Association, or by any person claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise ex contractu (except in the case of gross negligence) or ex delicto. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects or by reason of any neglect of any Unit Owner, Occupant, the Association, or their respective agents, employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure or malfunction or disrepair of any utility services.

22. ENFORCEMENT. Each Owner shall comply strictly with the provisions of this Declaration, the By-Laws and the Condominium Rules as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration, By-Laws, and Condominium Rules, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board on behalf of the Owners, or in a proper case, by an aggrieved Owner.

23. THE CONDOMINIUM ASSOCIATION. Declarant or the Board following the formation of the Association shall have the right to incorporate the Association as an Ohio non-profit corporation by filing Articles of Incorporation which shall not conflict with this Declaration and the By-Laws.

24. PERSONAL PROPERTY. The Board may acquire and hold, for the benefit of the Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such personal property shall be owned by the Owners in the same proportion as their respective interests in other Common Areas. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property, whether or not such personal property is specifically mentioned therein.

25. AMENDMENT OF DECLARATION AND BY-LAWS.

- (a) Amendment by Declarant. Anything herein to the contrary notwithstanding, Declarant reserves the right to change the interior design and arrangements of all Units, to subdivide a single Unit into two or more Units, to combine (in whole or in part) two or more Units into a single Unit, and to alter the boundaries between the Units, so long as Declarant owns the Units so altered, subdivided, or combined, and so long as the exterior walls of the Building are not altered. If Declarant alters the boundaries between Units, combines Units, or subdivides a Unit, Declarant shall prepare, execute, and file with the Recorder of Stark County, Ohio, an appropriate amendment to this Declaration and the Drawings. The amendment shall reflect the change in percentage interest of such adjusted Units in the Common Area, but the aggregate of the percentage interest of the adjusted Unit(s) in the Common Area shall remain the same. The amendment of this Declaration reflecting such authorized alteration or subdivision of Units by Declarant need be signed and acknowledged only by Declarant, and need not be approved by the Association, Unit Owners, or lienors (other than first mortgagees of such Units), whether or not elsewhere required for an amendment. The amendments including the Drawings shall be duly filed for record by the Declarant. 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 each Unit Owner and his mortgagees by acceptance of a deed conveying such Unit or interest therein or a Mortgage encumbering such Unit or interest therein, as the case may be, hereby consents to and approves all of the provisions of this paragraph. Each Mortgagee and Unit Owner upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed necessary or desirable by Declarant to effectuate these provisions. Each Unit Owner and his respective mortgagees by acceptance of a deed conveying the Unit or interest therein or a mortgage encumbering a Unit or interest therein, as the case may be, hereby irrevocably appoints Declarant his Attorney-in-fact, coupled with an interest, and authorizes, directs, and empowers such attorney, at the option of the attorney in the event that Declarant exercises the right reserved in this subparagraph to alter, combine, or subdivide Units, to execute, acknowledge, and record for and in the name of the Unit Owner an amendment or amendments of this Declaration and the Drawings attached hereto for such purpose and for and in the name of such respective mortgagees a consent to such amendment or amendments. Declarant further hereby reserves the right to perform and do such other acts and things as are necessary to carry out the intent and purposes of this subparagraph.

- (b) Amendment by Others. This Declaration and the By-Laws attached hereto as Appendix C may be amended upon the filing for record with the Recorder of Stark County, Ohio, 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 or hand delivered to all first mortgagees having bona fide first mortgage liens of record against any Unit ownership. No amendment shall have any effect, however, upon a bona fide first mortgagee until the written consent to such amendment of such mortgagee 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 mortgagees of the various Unit shall be sufficient for reliance by the general public. If less than all Mortgagees consent to an amendment to this Declaration and/or the By-Laws attached hereto as Appendix C said amendment or modification shall nevertheless be valid among the Unit Owners, inter sese, provided that the rights of a nonconsenting first mortgagee shall not be derogated thereby.

Notwithstanding anything contained herein to the contrary, no provision in this Declaration or the By-Laws attached hereto as Appendix C may be changed, modified, or rescinded, under this subparagraph (b) which, after such change, modification or rescission would conflict with the provisions of Chapter 5311, Ohio Revised Code, nor may any amendment change the percentage interests set forth in Appendix B without the prior written approval of all Unit Owners of Units whose percentage interests are being changed and their first mortgagees. Further, no amendment made pursuant to this subparagraph (b) shall have any effect, however, upon the rights or duties of the Declarant under this Declaration unless consented to by the Declarant.

The Declarant, prior to the formation of the Association, and the Board thereafter each reserve the right to amend the Declaration and/or the By-Laws and/or the Drawings without having to observe the foregoing formalities (other than the legal formalities for the recording of such amendment) so long as the substance of such amendment is to correct minor errors of omission or commission or by changed circumstances which are not foreseen herein or throughout this Declaration, the By-Laws, or the Drawings or such amendment does not substantially impair or materially alter any of the provisions of the Declaration, the By-Laws, or the Drawings, as the case

may be, or any rights or obligations of any of the Unit Owners, or first mortgagees thereunder. In consideration of the foregoing submission to condominium ownership, the Association and each Unit Owner does for himself, her or its heirs, executors, administrators, successors, and assigns, irrevocably appoint the then Declarant, or the then President of the Association, as the case may be, as attorney-in-fact which shall be deemed to be effective concurrently with the transfer of title to any Unit from the Declarant to the Unit Owner. Further and for like consideration, the foregoing do authorize and approve any Amended Declaration, its exhibits, appendixes, or By-Laws of the Association as may be necessitated by the errors or by changed circumstances as aforesaid and each of the foregoing does authorize such amendment. The Association and/or each Unit Owner shall, if requested, take such further action and execute such further documents as may be required, desirable or necessary to affect any such amendment or modification. The Association and each Unit Owner shall approve, cause to be voted, or vote in favor of and adopt such amendment if so requested by the Declarant. The special power of attorney aforesaid, if requested, shall be by separate instrument executed by each Unit Owner prior or subsequent to transfer of title.

26. UNIT OWNERS' ASSOCIATION AND DECLARANT'S RIGHTS PENDING FORMATION OF ASSOCIATION.

- (a) Establishment of Association. The Unit Owners' Association shall be established not later than the date the deed or other evidence of ownership is filed for record with the Recorder of Stark County, Ohio, following the first sale of a Condominium ownership interest in the development. The initial Board of Managers shall hold an organizational meeting not more than sixty (60) days after the recording of said evidence of ownership. The Board shall call an initial meeting of the members not more than ninety (90) days after the recording of said ownership evidence.
- (b) Membership. Membership in the Unit Owners' Association shall be limited to the Unit Owners, and every person or entity who is or becomes a record Owner of a fee or undivided fee simple interest in the Unit is a Unit Owner and shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separate from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.
- (c) Voting Rights. The Owner of each Unit shall have 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. To have the right to exercise such vote, each Owner

must be an Owner in good standing, "good standing" meaning generally having paid to the Association all assessments and related expenses currently due it and not being in default in the performance of any of the other obligations imposed upon Unit Owners, all as of the date of the meeting at which a vote is taken. A Voting member may vote or take any other action as a voting member either in person or by proxy. The original Declarant or its nominee shall be the voting member with respect to any Unit owned by the Declarant.

- (d) Board of Managers. The Board of Managers shall initially consist of three (3) members, all of whom will be appointed by Declarant and shall be comprised thereafter as set forth in Section 10(e) hereinabove.

Until such time as the Association is formed, and until a meeting of the Association shall be held thereafter at which time a Board shall have been elected or appointed, as the case may be, as set forth hereinabove, Declarant may exercise the powers, rights, duties, and functions of the Association and the Board including but not limited to, within Declarant's sole discretion, the right to manage the Condominium Property and the Common Areas and facilities and to repair, restore, and improve the same, the right to enforce and grant easements as provided in this Declaration, the right to consent to Occupants, the right to allocate exclusive Use Areas, and to do each and every thing or act which the Board or Association may do under this Declaration and the By-Laws.

Notwithstanding that the Association may be created as a nonprofit corporation or may exist as an unincorporated association, the Association shall not be deemed to be formed until a meeting of the Association shall be held at which a Board shall be elected as provided hereinabove. Provided, however, that Declarant shall have the right by notifying the Unit Owners that Declarant shall elect to cause the formation of the Association and to waive the rights of the Declarant set forth hereinabove in which event a meeting of the Association shall be held as soon as possible for election of a Board, at which time the Association shall be deemed to have been formed. Nothing herein shall limit or abrogate in any manner any rights Declarant may have as a Unit Owner.

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

- (e) Authority. The Board shall have all authority to manage, maintain, repair, replace, alter, and improve the Common Areas and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by the

Condominium organizational documents, or the Condominium Act, that are not specifically reserved to Unit Owners.

- (f) 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 responsibilities 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 not exceed one year unless renewed by agreement of the parties for successive one-year periods, and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as Managing Agent. The Managing Agent, or the Board, if there is no Managing Agent, shall have the authority to enter into contracts with Declarant or with one or more other firms or corporations affiliated with Declarant for the providing for 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.

The decision by the Board not to have Professional Management, or to terminate Professional Management and assume self-management shall not be made without the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units.

27. EXPANSIONS.

- (a) Reservations of Expansion Option. Declarant expressly reserves the option to expand the Condominium Property as provided in this Article.
- (b) Limitations on Option. Declarant has no limitations on its option to expand the Condominium Property except as provided in this Article and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property. No Unit Owner's consent is required to enable Declarant to expand the Condominium Property.
- (c) Maximum Expansion Time. Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven (7) years from the date this Declaration is filed for record, unless Declarant, by written notice to the Association, elects to waive that option effective at a time prior to the expiration of that seven (7)-year period. There are no other circumstances that will terminate that option prior to the expiration of that seven (7)-year period.

Declarant's option to expand may be renewable for an additional seven (7)-year period, at the option of Declarant, exercisable within six (6) months prior to the expiration of the original seven (7)-year period, but only with the consent of the majority of the Unit Owners, other than Declarant, upon which the option to expand the Condominium Property will expire. Such right of approval by the Unit Owners shall apply only to the renewal of Declarant's option to expand and shall, in no event, be deemed to apply to the original option.

- (d) Legal Description. Legal descriptions of all additional property that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Condominium Act as part of this Condominium, are attached hereto and marked "Appendix F" and referred to herein as "the Additional Property."
- (e) Composition of Portions Added. Neither all nor any portion of the Additional Property must be added to the Condominium Property, nor, if any of the Additional Property is added, shall it be required that a particular portion of the Additional Property must be added, provided that portions added meet all other requirements set forth in this Article. Except as expressly provided in this Article, there are no limitations on the portions of the Additional Property that may be added to the Condominium Property.
- (f) Time for Adding Portions. Portions of the Additional Property may be added to the Condominium Property from time to time, and at different times, within the time limit previously described. There are no limitations fixing the boundaries of additions added, or regulating the order in which additions are added, excepting, however, that each portion added shall be contiguous, at some point, to what then constitutes the Condominium Property so that at all times the entire Condominium Property shall be an integral and contiguous development.
- (g) Improvement Location Limitations. There are no established or defined limitations as to the location of any improvements that may be made on any portion of the Additional Property added to the Condominium Property except such limitations as may then be in effect by reason of the laws and lawful rules and regulations of the appropriate governmental bodies and authorities having jurisdiction.
- (h) Maximum Number of Units and Square Footage. The maximum total number of Units that may be created on the Additional Property and added to the Condominium Property shall be eighty-six (86) units contained in a maximum of forty-three (43) buildings, each containing two (2), three (3) or four (4) dwelling units; provided, however, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling units that may be constructed

on all or any portion of the Additional Property that is not added to the Condominium Property. Subject to the foregoing total maximum of units that may be added to the Condominium Property, there is no limit as to the maximum number of units per acre that may be created on any portion of the Additional Property added to the Condominium Property other than as may, from time to time, be imposed by law.

- (i) Nonresidential Uses. The maximum percentage of the aggregate land and floor area of all Units that may be created on the Additional Property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use is zero, since no such use may be so created and added.
- (j) Compatibility of Structures. All structures erected on all or any portion of the Additional Property and added to the Condominium Property will be compatible with structures then on the Condominium Property in terms of quality of construction, the principal materials to be used, and architectural style and design. Comparable style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is compatible and harmonious with those then on the Condominium Property. The design shall not be deemed to be incompatible or not comparable because of changes in the number of dwelling units in the building, or variances in set-backs or locations of structures in relation to other improvements.
- (k) Improvements Other Than Structures. If all or a portion of the Additional Property is added to the Condominium Property, drives, sidewalks, yard areas, and other improvements similar to those then on the Condominium Property shall be constructed on the Additional Property, and no other nonstructural improvements. Improvements other than structures added to the Condominium Property shall not include improvements except of substantially the same kind, style, design and quality as those improvements then on the Condominium Property.
- (l) Types of Units. All units that are created on all or any portion of the Additional Property and added to the Condominium Property shall be substantially identical to the types of units then on the Condominium Property, provided, however, that any such unit shall be deemed substantially identical notwithstanding changes in the interior layout of the units.
- (m) Limited Common Areas. Declarant reserves the right to create Limited Common Areas and facilities and common areas and facilities within any portion of the additional property to be added, without restriction in terms of types, sizes, or maximum number of such areas and facilities.

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

- (n) Supplementary Drawings. At such time as Declarant adds all or any portion of the Additional Property to the Condominium Property it shall file drawings and plans with respect to the Additional Property as required by the Condominium Act.
- (o) Procedures for Expansion. All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by the Declarant and all Owners and Lessees of the land so added, in the manner provided by the Condominium Act, of an Amendment to the Declaration that contains the information, drawings, and plans with respect to the Additional Property and improvements thereon added required by the Condominium Act.
- (p) Effects of Expansion. Upon the filing for record of an Amendment to the Declaration adding all or any portion of the Additional Property to the Condominium Property;
  - (i) The added portion shall thereafter be subject to all of the terms and conditions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions, and assessment plan set forth herein shall run with and bind the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property;
  - (ii) The Owner and Owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and
  - (iii) The undivided interest of Units in the Common Areas, as so expanded, shall be reallocated as hereinbefore provided; and
  - (iv) In all other respects, all of the provisions of this Declaration shall include and apply to such additional portions, and to the Owners, Mortgagees, and Lessees thereof, with equal meaning and with like force and effect.

28. BINDING ON DECLARANT. So long as Declarant owns one or more Units, Declarant shall be subject to the provisions of this Declaration; except that Declarant may sell, lease, convey, license, use and otherwise

contract in respect to Units owned by Declarant without approval of the Board and Declarant may exercise any rights expressly set forth as being exercisable by the Declarant in this Declaration including the By-Laws. Declarant covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the property or other rights assigned to the Association by reason of the establishment of the Condominium.

29. NOTICES.

- (a) Notices to Association. Except where otherwise herein expressly provided to the contrary, notices required to be given to the Board or the Association shall be in writing and shall be delivered to any two members of the Board or to the President or Secretary of the Association, either personally or by certified or registered mail, return receipt requested, with postage prepaid, delivered or addressed to such members or officers at his residence.
- (b) Notice to Unit Owners. Unless otherwise expressly provided herein to the contrary, any notices required or desired to be given to Unit Owners or to any one or more of them shall be in writing and shall be deemed to have been effectively given if it shall have been (i) delivered personally to the Unit Owner or Unit Owners (if there be more than one person owning a single Unit, a notice given to any one of such several persons shall be deemed to have been given personally to all of the persons owning an interest in such Unit), (ii) placed beneath the front door of the Unit (it shall then be deemed to have been given to all persons owning an interest in such Unit), or (iii) sent by certified or registered mail, return receipt requested, with postage prepaid, addressed to the Unit Owner (or anyone of them) at the mailing address of his Unit.
- (c) Services of Notices on Declarant. Unless otherwise expressly provided for herein, notices to Declarant shall be sent by registered or certified mail to: William J. Lemmon, 1201 South Main Street, North Canton, OH 44720 or to such other address as the Declarant may designate from time to time by notice in writing to Unit Owners other than Declarant.

30. CONDOMINIUM INSTRUMENT REQUIREMENTS.

- (a) General. The Condominium Act requires that certain information be provided in the Condominium instruments. Much of this is provided elsewhere in the Condominium organizational documents and in other documents, but in order that all such information be provided in this Declaration, various items of that information are set forth in the following sections of this article.
- (b) Deposits. Any deposit or down payment made in connection with the sale of a Unit by Declarant or its agent shall be held in trust or escrow until delivered at the time of the

closing of the sale or returned to or otherwise credited to the buyer, or forfeited to the Declarant. If, in the case of any such sale, a deposit or down payment of TWO THOUSAND DOLLARS (\$2,000) or more is held for more than ninety (90) days, interest at the rate of at least four percent (4%) per annum for any period exceeding ninety (90) days shall be credited to the buyer at the time of the closing of the sale or upon return or other credit made to the buyer, or added to any forfeiture to the Declarant. Deposits held in trust or escrow pursuant to sales by Declarant or its agent shall not be subject to attachment by creditors of Declarant or the buyer.

- (c) Association Control. Except as is set forth in paragraph 15 hereinabove, and except in its capacity as a Unit Owner of unsold units or potential owner of Units to be created on the Additional Property, the Declarant or its agent will not retain a property interest in any of the Common Areas after control of the Association is assumed by the Association. The Owners of the Units that have been sold by the Declarant or its agent will assume control of the Association and the Common Areas, as elsewhere provided herein, in compliance with the requirements of the Condominium Act and in accordance with the provisions of the within Declaration. Neither the Association nor the Unit Owners will be subject to any management contract or agreement executed prior to assumption of the control of the Association by Unit Owners other than Declarant for more than one year subsequent to that assumption of control unless such a contract or agreement is renewed by a vote of the Unit Owners pursuant to the provisions of the By-Laws.
- (d) Limited Warranty. Following are the limited warranties (and limitations thereon) which the Declarant gives to the buyer of a Unit from it, which are not enforceable by the buyer unless and until the sale of the Unit to the buyer is closed.
- (i) Units. For a period of one (1) year from the date the deed to buyer or other evidence of buyer's ownership of the Unit is filed for record, Declarant will cause to be repaired or, at its option, to be replaced, structural, mechanical, or other elements pertaining to the Unit (other than appliance or items which are separately warranted by their manufacturers) necessitated by a defect in material or workmanship. Declarant shall pay the full cost of labor and materials for any such repair or replacement.
- (ii) Common Areas and Facilities. For a period of two (2) years from the date the deed or other evidence of ownership is filed for record following the sale of the first condominium interest in the Condominium, Declarant will cause to be repaired or, at its option, to

be replaced, the roof and structural components, and mechanical, electrical, plumbing, and common service elements serving the Condominium Property, as a whole, necessitated by a defect in material or workmanship. Declarant shall pay the full cost of labor and material for any such repair or replacement.

- (iii) Appliances, etc. Declarant assigns and passes through to buyer all express and implied warranties on appliances, if any, such as ranges, refrigerators, washing machines, clothes dryers, hot water heaters, disposals, dishwashers, and other similar items in the Unit which have been made to Declarant by the manufacturer of those appliances or items.

**DECLARANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF USE OR OTHERWISE, ON THESE APPLIANCES OR ITEMS AND DOES NOT ADOPT ANY MANUFACTURER'S WARRANTIES.**

This warranty, as to ranges, refrigerators, washing machines, clothes dryers, hot water heaters, disposals, dishwashers, and other similar appliances installed by Declarant and furnished as part of the Unit, if any, is limited to the proper installation of those appliances. In the event any such appliance should malfunction or fail within the one-year warranty period due to faulty or improper installation, Declarant shall, at its expense, repair or otherwise correct the malfunction or failure.

- (iv) Extended Warranties. If any party has made a warranty to Declarant with a duration in excess of the one-year or two-year warranty periods, Declarant assigns and passes through to buyer that portion of any such warranty which is still in effect after the one-year or two-year warranty periods have expired. Declarant does not, however, assume any responsibility for the payment of any costs incurred by buyer in enforcing any such warranty against the warrantor.

- (v) Limitations.

- (A) This warranty excludes and does not cover routine maintenance, damage due to ordinary wear and tear, damage caused while buyer is in possession, misuse or negligence not attributable to Declarant, or unreasonable use, including buyer's failure to provide reasonable and necessary maintenance.

- (B) **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. IN NO EVENT WILL DECLARANT BE LIABLE TO BUYER OR TO ANYONE CLAIMING THROUGH BUYER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH ANY CLAIM RELATING TO THE UNIT OR TO THE COMMON SERVICE ELEMENTS SERVING THE CONDOMINIUM AS A WHOLE.

- (C) THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES. THE DURATION OF ANY IMPLIED WARRANTY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE, IS EXPRESSLY LIMITED TO THE DURATION OF THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE.
- (D) If any defect appears which buyer believes is covered by this warranty, contact Declarant in writing at the address set forth above. Defects of an emergency nature (where damage could worsen if prompt action is not taken) may be reported by calling 216-497-6565, during reasonable business hours.

All repairs and adjustments will be made Monday through Friday, 8:00 A.M. to 5:00 P.M.

Declarant will perform warranty service within 30 days from the date buyer notifies Declarant of the problem, unless a longer time is required because of weather conditions, labor problems, material shortages, or other causes beyond Declarant's control. Emergency service will be provided as promptly as possible.

- (e) Declarant's Obligations. Declarant will assume the rights and obligations of a Unit Owner in its capacity as Owner of Units not yet sold, including, without limitation, the obligation to pay common expenses attaching to such Units, from the date this Declaration is filed for record.
- (f) All tenants have been or will be offered an option, exercisable within not less than ninety (90) days after notice, to purchase a condominium ownership interest in the Condominium Property, and all tenants have been or will be given written notice of not less than one hundred twenty (120) days prior to being required to vacate the premises they are leasing to facilitate the conversion of the Condominium Property to condominium use and ownership.

31. GENDER. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

32. 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 project.

33. PERPETUITIES. If any of the options, privileges, covenants, or rights created by this Declaration shall be unlawful or void for violation of any rule against perpetuities or any analogous provision or any rule or restrains on alienation or any other statutory or common law rules composing time limitations and 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 George Bush, United States President.

34. SEVERABILITY. The invalidity of any covenant, restriction, condition, term, litigation, or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration. The cy pres rule shall be applied in all cases where any covenant, restriction, condition, limitation, term, or other provision of this Declaration or of any part thereof is found to be illegal or impossible of being given literal effect.

35. COVENANTS TO RUN WITH THE LAND. Each grantee, lessee, or contractee of any interest whatsoever in any part of the Condominium Property, by the acceptance of a deed of conveyance, lease, contract in respect to any interest in any part of the Condominium Property accepts the same subject to all restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, all rights, benefits and privileges of every character hereby granted, created, reserved, or declared in 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 the Condominium Property, 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, lease, and contract.

36. TERMINATION. Except with respect to the perpetual easements as set forth in the paragraph of this Declaration entitled "Easements," upon the removal of the Condominium Property from the provisions of the Act, all covenants and other rights, benefits, privileges, impositions, and obligations declared herein to run with the land or any ownership interest or interest therein shall terminate and be of no further force or affect.

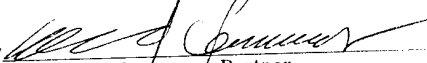
37. HEADINGS. The headings to each paragraph and each subparagraph hereof are inserted only as a matter of convenience for reference and in no way define, limit, or describe the scope or intent of this Declaration or in any way affect this Declaration.


IN WITNESS WHEREOF, the Declarant has executed this Declaration with attached Appendices, this 22nd day of July, 1993.

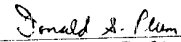
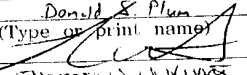
Signed in the presence of:

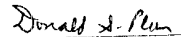
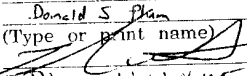
DECLARANT:

McKINLEY DEVELOPMENT COMPANY,  
an Ohio General Partnership

By   
William J. Lemmon / Partner  
Duly Authorized

By   
Robert J. DeKoff, Partner  
Duly Authorized

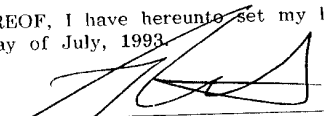
  
Donald S. Plum  
(Type or print name)  
  
Thomas L.W. Kuntz  
(Type or print name)

  
Donald S. Plum  
(Type or print name)  
  
Thomas L.W. Kuntz  
(Type or print name)

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named McKINLEY DEVELOPMENT COMPANY, by William J. Lemmon, its Partner, who acknowledged to me that he did sign the foregoing instrument, and that the same is the free act and deed of said Partnership, and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 22nd day of July, 1993.

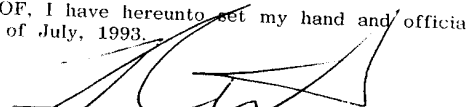
  
Notary Public

THOMAS W. WINKHART  
Atty. at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
Under Section 147.03 RC

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named MCKINLEY DEVELOPMENT COMPANY, by Robert J. DeHoff, its Partner, who acknowledged to me that he did sign the foregoing instrument, and that the same is the free act and deed of said Partnership, and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 22nd day of July, 1993.

  
Notary Public

Instrument Prepared By:

THOMAS W. WINKHART, ESQ.  
KRUGLIAK, WILKINS, GRIFFITHS  
& DOUGHERTY CO., L.P.A.  
4775 Munson Street, NW  
P.O. Box 36963  
Canton, Ohio 44735-6963  
(216) 497-0700

THOMAS W. WINKHART  
Atty. at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
Under Section 147.03 RC



1359 MARKET  
AVENUE NORTH  
CANTON, OHIO  
44714

JAMES L. COOPER  
EDWARD IJUNEMANN, JR.  
ROBERT A. MILLER  
WILLIAM J. MEOLA  
BRYAN T. ASHMAN

COOPER & ASSOCIATES/CONSULTING ENGINEERS & SURVEYORS

PHONE (216) 452-5731

TAX No (216) 452-9110

"APPENDIX A"

VOL 1462 PAGE 779

July 21, 1993

**DESCRIPTION OF 8.010 ACRES  
CONDOMINIUM PROPERTY  
VILLAS AT LONDON SQUARE CONDOMINIUMS  
FOR: MCKINLEY DEVELOPMENT COMPANY,  
AN OHIO GENERAL PARTNERSHIP**

Known as and being part of the Northeast Quarter Section 36, Township 11 (Jackson Township), Range-9, Stark County, Ohio and being more particularly bounded and described as follows;

Beginning for the same at a point at the northeast corner of the Northeast Quarter Section 36, Township 11 (Jackson Township), Range-9, Stark County, Ohio;

Thence S-04°-20'-00"-W along a portion of the east line of said section 36, a distance of 15.30 feet to a point on the centerline of Hills and Dales Road N.W.;

Thence N-85°-21'-50"-W along a portion of the centerline of Hills and Dales Road N.W., a distance of 1,630.30 feet to a point;

Thence S-04°-09'-47"-W a distance of 40.00 feet to a point; on the existing south right-of-way line of Hills and Dales Road N.W. and being the true place of beginning for the tract of land herein described;

Thence continuing S-04°-09'-47"-W along a line being parallel with and 10.00 feet east of the east line of a 2.163 acre tract of land now or formerly owned by J. DeGarmo, as recorded in Official Record Volume 695, Page 232 in the Stark County Records of Deeds, and also being the west line of a 8.102 acre tract of land now or

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formerly owned by R.D. Colaner, as recorded in Official Record Volume 1138, Page 861 in said deed records, a distance of 559.15 feet to a point;

Thence S-70°-05'-33"-E along a line being parallel with and 10.00 feet north of the north line of a 8.936 acre tract of land now or formerly owned by Redicon Corporation, as recorded in Official Record Volume 760, Page 19 in said deed records, and also being the south line of said R.D. Colaner tract of land a distance of 101.94 feet to a point;

Thence S-04°-29'-09"-W along a line being parallel with and 10.00 feet east of the east line of said Redicon Corporation tract of land and along the west line of said R.D. Colaner tract of land, a distance of 374.67 feet to a point;

Thence N-69°-06'-47"-E along the south line of said 8.102 acre R.D. Colaner tract of land a distance of 403.73 feet to a point at a deflection point on the west line of parcel 1-C in London Square Village Condominium;

Thence with the perimeter of parcels 1-C, 1-H, 1-E, 1-B and 1-F in said London Square Village Condominium the following nine (9) courses;

- (1) S-41°-25'-16"-E, a distance of 63.45 feet to a point marked by an iron pin found;
- (2) Thence S-49°-34'-52"-W, a distance of 127.08 feet to a point;
- (3) Thence N-40°-31'-07"-W, a distance of 35.00 feet to a point;
- (4) Thence S-49°-25'-57"-W, a distance of 122.99 feet to a point;
- (5) Thence S-40°-43'-32"-E, a distance of 232.53 feet to a point;

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- (6) Thence S-11°-27'-41"-W, a distance of 196.35 feet to a point;
- (7) Thence S-39°-13'-08"-E, a distance of 174.32 feet to a point;
- (8) Thence N-49°-02'-08"-E, a distance of 127.35 feet to a point;
- (9) Thence S-37°-11'-39"-E, a distance of 58.15 feet to a point on the northwesterly line of a (15.59) acre tract of land now or formerly owned by Civista Corporation, as recorded in Official Record Volume 804, Page 24 in said deed records;

Thence along the present perimeter of said Civista Corporation tract of land the following two (2) courses;

- (1) S-49°-18'-04"-W, a distance of 219.86 feet to a point;
- (2) Thence S-06°-30'-56"-E, a distance of 159.61 feet to a point;

Thence N-83°-56'-36"-W a distance of 484.03 feet to a point on the east line of a tract of land now or formerly owned by J. Schrade Etal. as recorded in Official Record Volume 58, Page 569 in The Stark County Records of Deeds;

Thence N-04°-29'-09"-E along the east line of said J. Schrade etal. tract of land, and the east line of a 7.0 acre and 8.936 acre tract of land now or formerly owned by Redicon Corporation, as recorded in Official Record Volumes 1230, Page 296 and 760, Page 19, in said deed records, a distance of 1127.00 feet to a point;

Thence N-70°-05'-33"-W, along a portion of the north line of said 8.963 acre Redicon Corporation tract of land, a distance of 101.90 feet to a point at the southeast corner of a previously stated 2.163 acre tract of land now or formerly owned by J.

DeGarmo;

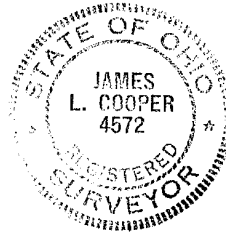
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Thence N-04°-09'-47"-E along a portion of the east line of said 2.163 acre tract of land a distance of 566.81 feet to a point; on the south right-of-way line of Hills and Dales Road N.W.;

Thence S-85°-21'-50"-E along a portion of the south right-of-way line of Hills and Dales Road N.W. a distance of 10.00 feet to a point and being the true place of beginning and containing 8.010 acres 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: This description not to be used for transfer.



## APPENDIX B

## PHASE I. THE VILLAS AT LONDON SQUARE CONDOMINIUM

<u>Unit No.</u>	<u>Square Ft.</u>	<u>Ownership Interest</u>
1	1,958	3.658%
2	1,787	3.340%
3	1,707	3.191%
4	1,657	3.097%
5	1,958	3.658%
6	1,787	3.340%
7	1,707	3.191%
8	1,657	3.097%
9	1,958	3.658%
10	1,787	3.340%
11	1,707	3.191%
12	1,657	3.097%
13	1,958	3.658%
14	1,787	3.340%
15	1,707	3.191%
16	1,657	3.097%
17	1,958	3.658%
18	1,787	3.340%
19	1,707	3.191%
20	1,657	3.097%
21	1,958	3.658%
22	1,787	3.340%
23	1,707	3.191%
24	1,657	3.097%
25	1,958	3.658%
26	1,787	3.340%
27	1,707	3.191%
28	1,657	3.097%
29	1,958	3.658%
30	1,787	3.340%
TOTAL SQUARE FEET	53,508	100.00%

BY-LAWS

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APPENDIX CBY-LAWSARTICLE IPURPOSE AND DEFINITIONSSection 1.Purpose

The within By-Laws are executed and annexed to the Declaration of THE VILLAS AT LONDON SQUARE CONDOMINIUM pursuant to the Ohio Condominium Act, Ohio Revised Code Chapter 5311. Their purpose is to provide for the establishment of a Unit Owners' Association for the government of said Condominium property in the manner provided by said Declaration and by these By-Laws.

Section 2.Definitions

Certain of the terms used in these By-Laws have been defined in the Declaration and, when used herein, shall have the same meaning as set forth in the Declaration, unless the context clearly indicates a different meaning therefor.

ARTICLE IITHE ASSOCIATIONSection 1.Form of Association

The Association shall be a non-profit unincorporated Association unless either the Declarant or the Board shall elect to incorporate the Association by filing Articles of Incorporation not in conflict with these By-Laws or the Declaration. Upon incorporation, these By-Laws shall serve as the Code of Regulations for the incorporated Association. Said incorporated Association is intended to qualify for tax exempt status under the Internal Revenue Code, and to this end, the Association is organized solely to provide for the management and maintenance of the Condominium Property. The Association, through its Board of Managers, shall take proper steps to insure, if possible, that its operations meet the requirements of the Internal Revenue Code for tax exempt status, and if any provision

1.

of these By-Laws, or any amendment hereto, would prevent the Association from qualifying for such tax exempt status, said provision or amendment shall be deemed null and void.

Section 2.

Membership

Each Unit Owner upon acquisition of fee simple title to a Unit shall automatically become a Member of the Association. Such membership shall be non-transferable and shall terminate upon the sale or other disposition by such Member of his Unit, at which time the new Unit Owner of his Unit shall automatically become a Member of the Association. In addition to any other rights Declarant may have pursuant to the Declaration, Declarant shall be a Member of the Association with respect to all Units owned by Declarant and shall have the right, without limitation, to exercise the voting power appurtenant to such Units and the power to vote the same.

Section 3.

Name of the Association

The Association shall be called THE VILLAS AT LONDON SQUARE CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.

ARTICLE III

VOTING

Section 1.

Voting

Each Unit Owner shall be entitled to one vote for each Unit owned in fee simple and a proportionate part of one vote for ownership of an undivided fee simple interest in a Unit. Such Unit Owner may be present at any meeting of the voting members and may vote or take any other action as a voting member either in person or by proxy. The original Declarant or its nominee shall be the voting member with respect to any Unit owned by the Declarant.

Only Unit Owners in good standing shall be entitled to vote at any meeting of the Association, either in person or by proxy. A Unit Owner shall be deemed to be in "good standing" and "entitled to vote" if, and only if: (i) at least three days prior to the date fixed for a meeting, said Unit Owner shall have fully paid all assessments and/or fines made or levied against him and all of his Units by the Association as hereinafter

2.

provided, together with all interest, costs, attorneys fees, penalties, and other expenses, if any, properly chargeable to him and against all of his Units, and (ii) as of the date of the meeting, his voting rights are not suspended through action taken by the Board, after notice and opportunity for hearing, as a penalty for infraction of the Rules and Regulations or any of the provisions of the Declaration or these By-Laws.

Section 2.

Majority

As used in these By-Laws the term "majority of Owners" shall mean those Unit Owners holding in excess of 50% of the votes.

Section 3.

Quorum

Except as otherwise provided in the By-Laws, the presence in person or by proxy of a "Majority of Owners" as defined in SECTION 2 of this Article shall constitute a quorum.

Section 4.

Proxies

Votes may be cast in person or by proxy. Proxies must be in writing in a form prescribed by the Association and filed with the Secretary before the appointed time of each meeting. The person appointed as a proxy need not be a Member of this Association. Each proxy shall be revocable at any time by actual notice to the Secretary of the Association.

ARTICLE IV

ADMINISTRATION

Section 1.

Place of Meetings

Meetings of the Association shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Board.

Section 2.Annual Meeting

There shall be an annual meeting held in the first calendar quarter of each year, on a date and at an hour established, from time to time, by the Board.

Section 3.Special Meetings

It shall be the duty of the President or, in case of the President's absence, death, or disability, the officer authorized to exercise the authority of the President, to call a special meeting of the Unit Owners as directed by resolution of the Board or upon a petition signed by a majority of the Unit Owners representing over fifty percent (50%) of the voting rights and presented to the Secretary. Said special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the voting members having over fifty percent (50%) of the total votes. Said notice must be delivered not less than ten (10) days prior to the date fixed for said meeting. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of two-thirds (2/3rds) of the Unit Owners present, either in person or by proxy.

Section 4.Notice of Meetings

It shall be the duty of the Secretary to hand deliver to the Unit of each Unit Owner or to mail a notice of each annual or special meeting to the Unit of each Unit Owner, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at least ten (10) days prior to such meeting. The delivery by hand or mailing of a notice in the manner provided in this SECTION shall be considered notice served.

Section 5.

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Adjourned Meetings

If any meeting of Unit Owners cannot be organized because a quorum has not attended, the Unit Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6.

Actions Without a Meeting

All actions, except removal of a Board member, which may be taken at a meeting of the Association may be taken without a meeting with the approval of and in a writing or writings signed by Members of the Association having the percentage of voting power required to take such action if the same were taken at a meeting; provided, that not less than the majority of the voting membership, both in number and in percentage of voting power, signed the writing. Such writings shall be filed with the Secretary of the Association.

Section 7.

Order of Business

The order of business at all meetings of members of the Association shall be as follows:

1. Calling of meeting to order.
2. Roll-Call.
3. Proof of notice of meeting or Waiver of Notice.
4. Reading of minutes of preceding meeting.
5. Reports of officers.
6. Reports of committees.
7. Election of managers (when appropriate).
8. Unfinished and/or old business.
9. New Business.
10. Adjournment.

BOARD OF MANAGERSSection 1.Number and Qualification

The affairs of the Association shall be governed by a Board of Managers. The Board shall initially consist of three (3) members or Managers, all of whom will be appointed by Declarant. At the time when ownership interests to which twenty-five percent (25%) of the undivided interests in the Common Areas and facilities appertain (computed as provided in Section 5311.08(C) of the Ohio Revised Code) have been sold and conveyed, Unit Owners other than Declarant shall elect one additional member to the Board of Managers. When ownership interests to which fifty percent (50%) of such undivided interests appertain (computed as provided in Section 5311.08(C) of the Ohio Revised Code) have been sold and conveyed, the Unit Owners, excluding Declarant, shall elect one more member of the Board of Managers; and the Declarant shall be entitled to appoint one additional member to said Board at that time. None of the Declarant's appointees need be Owners or Occupiers of a Unit. All persons elected to the Board of Managers by members of the Association, however, must be Unit Owners.

The terms of the six (6) Board Members shall be staggered so that the terms of one-third (1/3) of the Board will expire and successors be elected at each Annual Meeting of the Association. Thereafter, at such Annual Meetings, successors to the two (2) Board members whose terms then expire shall be elected to serve three (3)-year terms, subject, however, to the occurrence of the "turn over date" set forth hereinafter.

All members of the Board of Managers shall be elected by the members of the Association, including Declarant, and the Declarant's authority to appoint persons to such Board shall terminate, on the occurrence of the earlier of the following two events: (1) the expiration of the five (5)-year period from the date of the establishment of the Association; or (2) the expiration of the thirty (30)-day period after the sale and conveyance of ownership interests to which appertain seventy-five percent (75%) of the undivided interests in the Common Areas and facilities (computed as provided in Section 5311.08(C) of the Ohio Revised Code) to purchasers in good faith and for value. The occurrence of the earlier of the aforesaid two (2) events shall be deemed the "turn over date." At the time of the turn over date, the positions on the Board of Managers shall be fixed at seven (7) and all members of the Board of Managers who are elected after the turn over date must be Unit Owners.

The terms of the seven (7) Board members then so elected shall be staggered, so that the term of one Board member will expire and successors be elected at each annual meeting of the Association, except that every third year two Board members' terms shall expire and successors to both positions shall be elected. Thereafter, at such annual meetings, a successor to the one Board member whose term then expires shall be elected to serve a three (3)-year term, except that every third year two Board members whose terms then expire shall be elected to serve a three (3)-year term. Therefore, at the meeting of the Association held after the happening of the earlier of the two occurrences referred to herein at which time all members of the Board shall be elected by the members of the Association, including Declarant, two (2) members of the Board shall be elected for a term of one (1) year, two (2) shall be elected for a term of two (2) years, and three (3) shall be elected for a term of three (3) years. From that date forward, any members of the Board shall be elected for terms of three (3) years each.

Only persons nominated as candidates shall be eligible for election as Managers and candidates receiving the greatest number of votes shall be elected. Election to the Board by the Unit Owners shall be by secret written ballot. At such elections, the Unit Owners or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. Cumulative voting is not permitted.

Nominations for the election of members of the Board to be elected by the Unit Owners shall be made by a Nominating Committee. Nominations may also be made from the floor at the meetings. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) or more Unit Owners appointed by the Board. The Nominating Committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

#### Section 2.

##### Vacancies

Vacancies in the Board caused by any reason other than the removal of a Member by a vote of the Association shall be filled by vote of the majority of the remaining Members, even though they may constitute less than a quorum; and each person so elected shall be a Member until a successor is elected at the next annual meeting of the Association.

Section 3.

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Removal of Members

At any regular or special meeting duly called, any one or more of the Members may be removed with or without cause by a vote for removal of not less than two-thirds (2/3rds) of the voting power of the Owners, as provided in the Declaration, and a successor may then and there be elected to fill the vacancy thus created. Any Member whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Failure to elect a Member to fill the unexpired term of any Member removed shall be deemed to create a vacancy on the Board.

Section 4.

First Meeting of the New Board

The first meeting of a newly elected Board shall be held within ten (10) days of election at such place as shall be fixed by the Managers at the meeting at which such Managers were elected, and no notice shall be necessary to the newly elected Managers in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 5.

Regular Meetings

Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board, but at least two (2) such meetings shall be held during such calendar year. Notice of regular meetings of the Board shall be given to each Manager personally or by mail, telephone, or telegraph, at least three (3) days prior to the day named for such meetings. At such meetings, any and all business within the power of the Managers may be transacted.

Section 6.

Special Meetings

Special meetings of the Board may be called by the President or, in case of the President's absence, death or disability, the Manager authorized to exercise the authority of the President, on three (3) days' notice to each Manager, given personally or by mail, telephone, or telegraph, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Managers.

Section 7.Waiver of Notice

Before or at any meeting of the Board, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 8.Quorum

At all meetings of the Board, a majority of the Managers shall constitute a quorum for the transaction of business, and the acts of the majority of the Managers present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 9.Action Without a Meeting

Any action required to be taken, or any action which may be taken, at a meeting of the Managers, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Managers entitled to vote with respect to the subject matter thereof.

Section 10.Powers

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

- (a) take all actions deemed necessary or desirable to comply with all requirements of law, the Articles, the Declaration, and these By-Laws;

- (b) obtain insurance coverage no less than that required pursuant to the Declaration;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) repair, maintain and improve the Common Areas;
- (e) establish, enforce, levy and collect assessments as provided in the Declaration;
- (f) adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of Unit Owners and their guests thereon, and establish penalties and fines for the infraction thereof;
- (g) suspend the voting rights of the Unit Owner during any period in which such Unit Owner shall be in default in the payment of any assessment and/or fines levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Declaration, these By-Laws, or the Articles);
- (h) declare the office of a member of the Board to be vacant in the event such Trustee shall be absent from three (3) consecutive regular meetings of the Board;
- (i) authorize the officers to enter into one or more management agreements with third parties in order to facilitate the efficient operation of the property; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board - the terms of any management agreements shall be as determined by the Board to be in the best interest of the Association, subject, in all respects, to the provisions of these By-Laws, the Articles, and the Declaration);
- (j) purchasing or leasing or otherwise acquiring in the name of the Association or its designee (corporate or otherwise) on behalf of all Unit Owners, Units offered for sale or lease, or Units subject to foreclosure or other judicial sales;
- (k) do all things and take all actions permitted to be taken by the Association by law, the Declaration, these

By-Laws, and the Articles, not specifically reserved thereby to others;

- (l) granting licenses;
- (m) establishing and maintaining a funded reserve for contingencies and replacements in any amount which it determines, in its sole discretion, to be necessary or advisable and, to the extent that it deems desirable, to create requirements for other reasonable reserves (such as maintenance and repair, working capital, bad debts, and depreciation) and designating trust funds for the benefit of Unit Owners or the Association;
- (n) forming committees of the board and/or composed of persons who need not be members of the Board, members of the Association, or Unit residents, and delegating to such committees such powers, authority, and responsibilities as the Board may, in the exercise of its sole discretion, determine to be appropriate; and
- (o) borrowing from any reserve fund established and maintained by it for a maximum period of 90 days to fund expenditures authorized in the Declaration or these By-Laws.

Section 11.

Duties

It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit Owners at the annual meeting of Unit Owners, or at any special meeting when such statement is requested in writing by Unit Owners representing fifty percent (50%) or more of the voting power of Unit Owners;
- (b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
  - (i) fix the amount of assessments against each Unit as provided therein;

- (ii) give written notice of each assessment to every Unit Owner subject thereto within the time limits set forth therein; and
- (iii) foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Unit Owner(s) personally obligated to pay the same, or both;
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (e) procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;
- (f) cause the property subject to the Association's scope of authority to be maintained within the scope of authority provided in the Declaration;
- (g) cause the restrictions created by the Declaration, Rules and Regulations or hereby to be enforced and levy reasonable fines for violations thereof; and
- (h) take all other actions required to comply with all requirements of law, the Articles, the Declaration and these By-Laws.

Section 12.

Compensation

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

Section 13.

Voting Power

Except as otherwise provided in the Condominium organization documents, or by law, vote of a majority of the Board members voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 14.

Fidelity Bonds

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

Section 15.

Committees

The Board of Managers may appoint a Nominating Committee, a Finance Committee or any other committees as deemed appropriate in carrying out its purposes. It shall be the duty of the Board of Managers to act as a Committee of the whole to receive complaints from members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such Manager, officer or committee of the Association as is further concerned with the matter presented.

ARTICLE VI

OFFICERS

Section 1.

Designation

The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board. The Managers may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary who are not Managers of the Association, but are members of such Association. Each such officer shall hold office during the pleasure of the Board, and perform such duties as the Board may prescribe.

Section 2.

Election of Officers

The officers of the Association shall be elected annually by the Board at the first meeting of each new Board.

Section 3.

Removal of Officers

Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Managers, or at any special meeting of the Board called for such purpose.

Section 4.

President

The President shall be the Chief Executive Officer of the Association. He shall have all of the general powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. He shall have authority to sign all contracts, notes, and other instruments requiring his signature and shall have all the powers and duties as the Board may from time to time assign to him.

Section 5.

Vice President

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

Section 6.

Secretary

The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board may direct, and he shall, in general, perform all the duties incident to the office of Secretary and such duties as the Board may

prescribe. A copy of such minutes shall be posted in a place designated by the Board.

Section 7.

Treasurer

The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by the Board and he shall perform such other duties as from time to time may be assigned to him by the Board.

Section 8.

Duties of Officers May Be Delegated

In the absence of any officer of the Association, or for any other reason the Board may deem sufficient, the Board may delegate the powers or duties, or any of them, to such officer, to any Manager, or to the Managing Agent.

ARTICLE VII

GENERAL POWERS OF THE ASSOCIATION

Section 1.

Payments from Maintenance Funds

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

- (a) Utility Services. The cost of water, waste removal, heat, and any other utility service for the Common Areas and the cost of waterlines, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Owners; however, the Association may discontinue such payments at any time, in which case each Owner shall be responsible for direct payment of his share of such

expenses as shall be determined by the Board of Trustees of the Association; and the Association reserves the right to levy additional assessments against any Owner to reimburse it for excessive use, as shall be determined by the Board of Trustees, by such Owner of any utility service having been charged against or to the Maintenance Fund;

- (b) Casualty Insurance. The premiums upon a policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually;
- (c) Liability Insurance. The premiums upon a policy or policies insuring the Association, the members of the Board of Trustees and the Owners against any liability to the public or to the Owners, and their invitees or tenants, incident to the ownership and/or use of the Units and/or the Limited Common Areas and/or common Areas as provided in the Declaration, the limits of which policy or policies shall be reviewed annually;
- (d) Worker's Compensation. The costs of worker's compensation insurance to the extent necessary to comply with any applicable law;
- (e) Wages and Fees for Services. The fees for services of any person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a manager or managing agent for the Condominium Property, the services of any person or persons required for the maintenance or operation of the Condominium Property, any legal and/or accounting services necessary or proper in the operation of the Condominium Property or the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association;
- (f) Care of Common Areas. The cost of landscaping, gardening, snow removal, cleaning, maintenance, decorating, repair and replacements of the common Areas and the parts of the Limited Common Areas which are to be maintained and repaired as Common Expenses pursuant to the Declaration (but not including the interior surfaces of the Units or the Limited Common Areas which are not to be maintained, repaired and/or replaced by the Association as a Common Expense which the respective Owners shall paint, clean, decorate, maintain and repair), the painting, cleaning and

decorating of the exterior surfaces of the building and the parking spaces within the Condominium Property (whether the same are Limited Common Areas or Common Areas), and such furnishings and equipment for the Common Areas as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Areas;

- (g) Certain Maintenance of Units. The cost of the maintenance and repair of any Unit or Limited Common Areas if such maintenance or repair is necessary, in the discretion of the Association, to protect or improve the Common Areas of any other portion of the condominium Property, and if the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair is delivered by the Association to said Owner or Owners, provided that the Association shall levy special assessments against such Owner or Owners for the cost of said maintenance or repair;
- (h) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Condominium Property or any part thereof which may in the opinion of the Association constitute a lien against the entire Condominium Property rather than merely against the interests therein of particular Unit Owners; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter, and where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specially assessed to said Owner or Owners;
- (i) Additional Expenses. The cost of any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, Common Expenses or Assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and/or these By-Laws and/or Easement Agreement or by law or which is in the opinion of the Association necessary or proper for the maintenance and operation of the Condominium Property as a first class condominium project or for the enforcement of the Declaration and these By-Laws including, but not

limited to, a proportionate share of the expenses associated with any and all easements.

Section 2.

Limitation on Capital Additions and Improvements

The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the Maintenance Fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Areas, subject to all the provisions of the Declaration and these By-Laws) having a total cost in excess of Two Thousand Dollars (\$2,000.00), nor shall the Association authorize any structural alterations, capital additions to, or capital improvements of, the Common Areas requiring an expenditure in excess of Two Thousand Dollars (\$2,000.00), without in each case the prior approval of fifty-one percent (51%) of the voting power of the Association and fifty-one percent (51%) of approved mortgagees holding first mortgages on Units, whose approval shall not be unreasonably withheld. See also Article X, Section 11.

Section 3.

Contracts with Developer

Anything contained in these By-Laws and the Declaration to the contrary notwithstanding, neither the Grantor nor the Developer or Declarant shall enter into any contract with the Association to provide any services to the Association and/or the Condominium Property which is for a period in excess of one (1) year from and after the date the Unit Owners of the Condominium Property, other than Grantor and Developer or Declarant, have assumed control of the Association, unless such management contract or other agreement is renewed and continued by the Association by a majority vote of the Unit Owners, other than the Grantor and Developer, duly taken and had in accordance with the By-Laws and the Condominium Act.

Section 4.

Association's Right to Enter Units

The Association or its agents may enter any Unit or any other part of the building situated on the Condominium Property when necessary in connection with any maintenance, repair, service and/or construction of any common Area located within its boundaries or any portion of the Unit or Limited Common Area for which the Association is responsible. Such entry shall be made

with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association, at the expense of the Maintenance Fund. In the event of any emergency originating in or threatening any Unit or at a time when required alterations or repairs are scheduled, the Managing Agent or its representative or any other person designated by the Board of Managers may enter the Unit immediately, whether the Owner is present or not.

Section 5.

Right to Cure Delinquencies

In the event any Unit Owners shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his Unit Ownership, the Board of Managers shall have the right to cure such default, but shall not be obligated to do so by paying the amount so owing to the party entitled thereto. Thereupon the Board may levy a special assessment against such Unit Owner and his Unit for the amount so paid, and the Association shall automatically have a lien therefor against such Unit Ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article XVII of the Declaration.

Section 6.

Special Services

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

Section 7.

No Active Business to be Conducted for Profit

The Association shall have no authority to conduct an active business for profit on behalf of Unit Owners or any of them; provided, however, that the Association shall have or lease in accordance with the provisions of the Declaration or these By-Laws.

Section 8.Delegation of Duties

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

Section 9.Applicable Laws

The Association shall be subject to and governed by the provisions of any statute applicable to property submitted to the Condominium form of ownership (including, without limitation, Chapter 5311, Ohio Revised Code); provided, however, that all inconsistencies between or among the permissive provisions of any statute and any provisions of the Declaration and these By-Laws, shall be resolved in favor of the Declaration or these By-Laws, and any inconsistencies between any statute applicable to associations generally and to associations formed to administer property submitted to the Condominium form of ownership shall be resolved in favor of the latter statute. In the event of any conflict or inconsistency between the provisions of the Declaration and the By-Laws of the Association, the terms and provisions of the Declaration shall prevail, and the Owners and all persons claiming under them covenant to vote in favor of such amendments in the By-Laws as will remove such conflicts or inconsistencies.

ARTICLE VIIIMAINTENANCE AND REPAIRSection 1.Maintenance and Repair

(a) The Board or the Management Agent, if one is employed, shall have the authority either to hire permanent employees or to contract specifically for the performance of ordinary repairs and maintenance, or to do both, and to purchase the tools and implements used in repair, maintenance, gardening, and snow removal. The execution of a management agreement with a managing agent or management company which authorizes or requires the managing or management company to perform certain duties

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shall be deemed to be a delegation and authorization to such managing agent or management company of such duties and of such power and authority necessary to carry out such duties.

(b) Every Owner must perform promptly all maintenance and repair work within his own Unit, which if omitted would affect the project in its entirety or in a part belonging to other Owners, said Owner being expressly responsible for the damages and liabilities that his failure to do so may engender.

ARTICLE IX

COMMON EXPENSES AND PROFITS

Section 1.

Common Expenses

The cost of maintenance and repair of Common Area, landscaping, snow removal, hazard, liability, and other insurance, salaries, and fees of Management Agent and employees, utilities not separately metered to individual Units, the cost of tools and equipment, bonding fees, and all other charges, deemed necessary or appropriate to the proper functioning of the Condominium Project shall be deemed to be Common Expenses. The cost of such Common Expenses shall be defrayed by assessments levied against the Units in the manner set forth below.

Section 2.

Common Profits

Any revenue derived from the Common Area in excess of the Common Expenses, shall be divided pro rata among the Unit Owners, added to a reserve fund, or credited to reduce Assessments, as the Board may determine. The Board is authorized, notwithstanding anything in this Article to the contrary, to adopt any such Condominium Rules which will permit the Association to qualify for any treatment under the United States Internal Revenue Code, as said Code may be amended from time to time, which in the opinion of the Board shall be advantageous to the Association.

ARTICLE XASSESSMENTSSection 1.Obligation of Owners to Pay Assessments

It shall be the duty of every Unit Owner to pay his proportionate share of the Common Expenses. Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Area as set forth in Appendix B of the Declaration. Payment thereof shall be in such amounts and at such times as may be determined by the Board in accordance with these By-Laws.

Section 2.Preparation of Estimated Budget

Declarant shall have the exclusive right to fix and establish the budget of the Association until such time as the organizational meeting shall be held. Thereafter, on or before the 15th day of December of each year, the Board shall estimate the total amount necessary to pay the Common Expenses for the next calendar year together with reasonable amounts for reserves if so determined by the Board, and other amounts necessary or required in the operation of the Condominium as authorized by the Declaration including these By-Laws. On or before December 15 following the organizational meeting and each year thereafter, the Board shall notify each Owner in writing of the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Unit Owners according to each Owner's percentage of interest in the Common Area as set forth in Appendix B of the Declaration. On or before January 1 of the ensuing year, and the first of each and every month of said year, each Unit Owner shall be obligated to pay to the Association or as it may direct one-twelfth (1/12th) of the Assessment made pursuant to this Section. If the "estimated cash requirement" proves inadequate for any reason, including the non-payment by any Unit Owner of his Assessment, the Association may at any time prepare an adjusted estimate and levy an additional Assessment, which shall be assessed to Unit Owners in proportion to each Unit Owner's percentage of interest in the Common Area. The Association shall give written notice of any such additional Assessment to all Unit Owners stating the amount thereof, the reasons therefor, and time when the same shall be effective, which shall not be less than ten (10) days after the mailing of such notice, or, if the same is not mailed, the delivery thereof. All Owners shall be obligated to pay the monthly amount as adjusted. Any amount collected by the Association in excess of the amount required for the actual

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expenses and reserves in any year shall be either credited promptly after the same has been determined according to each Unit Owner's percentage interest in the Common Area, to the monthly installments next due from Unit Owners under the current year's estimate or distributed to the Unit Owners as a Common Profit. Any deficiency shall be added, according to each Unit Owner's percentage of ownership in the Common Area, to the installments due in the succeeding six (6) months after rendering of the accounting.

### Section 3.

#### Failure to Prepare Annual Budget

The failure or delay of the Association to prepare or serve the annual or adjusted estimate on any Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay his share of the Common Expenses, including, without limitation, the maintenance cost and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, each Unit Owner shall continue to pay a Monthly Assessment at the then existing monthly rate established for the previous period until the amount of the Monthly Assessment is changed as herein provided.

### Section 4.

#### Working Capital Contribution

At closing, each original purchaser from the Declarant before title is transferred shall pay to the Declarant or to the Unit Owners' Association, if formed at that time, an additional working capital contribution in an amount equal to three (3) times the regular monthly assessment on that purchaser's Unit. Payment of such initial working capital contribution shall not relieve that purchaser of his obligation to separately pay the full amount of the first three (3) monthly installments or any other assessments when due, nor shall he have any right to direct that this amount of working capital be applied against any assessments or be applied for any particular purpose. Any such working capital contributions made to the Declarant shall be delivered by the Declarant to the Unit Owners' Association upon its formation.

### Section 5.

#### Reserve Fund

From time to time Declarant, and after formation of and holding of the first organizational meeting of the Unit Owners'

Association, the Board, may determine to levy a special assessment against each Unit Owner or subsequent original purchaser for the purpose of establishing a reserve for capital improvements and major capital replacements (such as major roof repairs, replacement, or paving, etc.). Such assessment shall be maintained in a reserve fund for those purposes. Upon the sale of a Unit by any Unit Owner, such Unit Owner shall have no right to any portion of the funds in the reserve account, nor shall such Unit Owner have any claim against Declarant or the Association with respect thereto. Any funds paid directly to the Declarant shall be delivered to the Unit Owners' Association upon its formation.

Section 6.

Assessments Due Prior to Organizational Meeting

Until such time as the Association shall hold its organizational meeting, each Unit Owner shall pay the monthly assessment established with respect to his Unit by the Declarant or the initial Board, as the case may be, and such funds shall be used for the benefit of the Association. Notwithstanding anything in these By-Laws to the contrary, the Declarant or the initial Board, as the case may be, shall have the right to increase or decrease the monthly assessment at any time and from time to time to reflect increases or decreases in the actual Common Expenses applicable to the Condominium following the recording of this Declaration by notifying all Unit Owners (other than Declarant) of such increase or decrease. Any such increase or decrease shall be pro rata in accordance with the percentage of interest in the Common Areas attributable to each Unit in the Condominium.

Section 7.

Status of Funds Collected by Association

All funds collected hereunder shall be held and extended solely for the purposes designated in the Declaration including these By-Laws and (except for special assessments as may be levied hereunder against less than all the Unit Owners, and for such adjustments as may be required to reflect delinquent or Prepaid Assessments) shall be deemed to be held for the use, benefit, and account of all Unit Owners in proportion to each Unit Owner's percentage of ownership in the Common Area.

Section 8.Security Deposits from Certain Owners

If in the judgment of the Board of Managers the equity interest of any Owner (whether the original Owner or a subsequent purchaser or transferee) in the Owner's Unit at any time is not sufficient to assure realization of all assessments, charges and/or other sums which may be levied by the Association, the Association shall have the right to require such Owner to establish and maintain a security deposit, in an amount which the Board of Managers deems necessary for such purposes, provided, however, that such security deposit shall in no event exceed an amount which, when added to such Owner's equity interest in the Unit, will exceed twenty percent (20%) of the purchase price the Owner paid for the Unit. In the event that any Owner shall fail to pay any assessments, charges and/or other sums which may be due hereunder or shall otherwise violate any provisions of the Condominium Act and/or any covenants, terms and/or conditions of the Declaration and/or these By-Laws, the Association shall have the right, but not the obligation, to apply such security deposit in reduction of the alleged damages resulting from such failure or violation, which right shall be in addition to any and all other rights and remedies provided for in the Condominium Act, the Declaration and/or these By-Laws. Upon any sale by such Owner of the Owner's Unit, or at such times as such Owner's equity in the Owner's Unit is sufficiently great to dispense with the necessity of such security deposit, any unapplied balance of said security deposit remaining to the credit of the Owner shall be refunded, provided that the Owner shall not be in default under the Owner's obligations under the Condominium Act, the Declaration and/or these By-Laws. The Association shall have the right to maintain all security deposits held by it, as aforesaid, in a single savings account and shall not be required to credit any interest to any Owner until such time, if ever, as the unapplied balance of the security deposit is refunded, as aforesaid, and then only to the extent interest, if any, has been earned on said security deposit. Said security deposit shall at all times be subject and subordinate to the lien for unpaid Common Expenses and/or any charges or assessments referred to in the Declaration and/or in Section 9 of this Article of the By-Laws and all rights thereto shall inure to the benefit of the Association.

Section 9.Lien of Unpaid Assessments

Unpaid assessments shall be a lien upon the Unit in the manner specified in the Declaration. The Board may charge interest as provided in the Declaration and collect attorney fees

associated with the collection of the assessment from the non-paying Unit Owner.

Section 10.

Remedies for Failure to Pay Assessments

If a Unit Owner is in default in the payment of any charges or assessments for ten (10) days, the Association upon authorization of the Board, or the Declarant prior to the first organizational meeting, may bring suit to enforce collection thereof or to foreclose the lien thereof as provided in the Declaration, together with interest as provided in the Declaration, and reasonable attorneys' fees. The amount of any delinquent and unpaid charges or Assessments, and interest, costs, and fees as above provided shall constitute a lien (as set forth above) and may be foreclosed by an action brought by the Association if authorized by the Board or the Declarant prior to the first organizational meeting as in the case of foreclosure of liens against real estate. As provided in the Declaration, the Board, acting on behalf of consenting Unit Owners, shall have the power to bid in the interest so foreclosing at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.

Section 11.

Additions, Alterations, or Improvements by Board

Whenever in the judgment of the Board the Common Areas and facilities shall require additions, alterations, or improvements (as opposed to maintenance, repair, and replacement as set forth in the Declaration) costing in excess of TWO THOUSAND DOLLARS (\$2,000) and the making of such additions, alterations, or improvements shall have been approved by Unit Owners entitled to exercise not less than a majority of the voting power, the Board shall proceed with such additions, alterations, or improvements and shall assess all Unit Owners for the cost thereof as Common Expense. Any additions, alterations, or improvements costing TWO THOUSAND DOLLARS (\$2,000) or less may be made by the Board without approval of the Unit Owners, and the cost thereof shall constitute part of the Common Expense. As long as Declarant shall be the Unit Owner of ten percent (10%) of the Units or more in the Condominium, the Board shall not authorize any addition, alteration, or improvement as set forth in this paragraph without the prior written consent of the Declarant. See also Article VII, Section 2.

Section 12.Special Services

The Association may arrange for special services and facilities for the benefit of such Unit Owners and occupants as may desire to pay for same, including, without limitation, the cleaning, repair, and maintenance of Units and special recreational, educational, or special medical facilities available to specific Occupants. The cost of any such special services or facilities shall be determined by the Association and may be charged directly to participating Unit Owners or paid through a special assessment levied against such participating Unit Owners.

ARTICLE XIMORTGAGES

An Owner who mortgages his Unit shall notify the Association through the Management Agent, if any, or the President of the Board and the Secretary of the Board in the event there is no Management Agent of the name and address of his mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Units."

ARTICLE XIIGENERAL PROVISIONSSection 1.Right of Entry

(a) An Owner shall grant the right of entry to the Management Agent or to any other person authorized by the Declarant, Board or the Association in case of any emergency originating in or threatening his Unit, whether the Owner is present at the time or not. The Association (and the Declarant prior to the organizational meeting) reserves the right to retain a passkey to each Unit, and no locks or other devices shall be placed on the doors to any Unit to obstruct access through the use of such passkey. The Association and the Declarant shall further have the right to enter any Unit for the purpose of construction, maintenance, repair, or service of any Common Areas and facilities or Limited Common Areas located within the boundaries of the Unit or accessible by or through such Unit or any portion thereof for which the Association is responsible. The Association (and the Declarant) or their agents may likewise enter any balcony or patio for the purpose of construction, maintenance, repair, or painting.

(b) An Owner shall permit other Owners or their representatives, when so required to enter his Unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of emergency, such right of entry shall be immediate.

Section 2.

Books and Records

The Unit Owners' Association shall keep correct and complete books and records of account, specifying the receipts and expenditures relating to the Common Areas and facilities and other common receipts and expenses, together with records showing the allocation, distribution, and collection of the common profits, losses, and expenses among and from the Unit Owners; minutes of the proceedings of the Unit Owners and Board of Managers and records of the names and addresses of the Unit Owners and their respective percentages of interest in the Common Areas and facilities.

Section 3.

Annual Audit

The books of the Association shall be audited once a year by the Board of Managers, and such audit must be completed prior to each annual meeting of the members. If requested by two members of the Board of Managers, such audit shall be made by a Certified Public Accountant or an independent auditing firm.

Section 4.

Rules and Regulations

The Association, by the affirmative vote of the Members entitled to exercise a majority of the voting power of the Association, or the Board, by a vote of a majority of the authorized number of Managers, or the Declarant, prior to the first organizational meeting, may adopt such reasonable rules and regulations and from time to time amend the same supplementing the rules and regulations set forth in the Declaration and these By-Laws as it or they may deem advisable for the operation, use, maintenance, conservation, and beautification of the Condominium Property or any portion thereof, or for the health, comfort, safety, and general welfare of the Unit Owners and Occupants of the Condominium Property. Written notice of such Condominium Rules shall be given to all Unit Owners and Occupants, and the

Condominium Property shall at all times be maintained subject to the Condominium Rules.

Section 5.

Fines

The Association, by the affirmative vote of the members entitled to exercise a majority of the voting power of the Association, or the Board, by a majority of the authorized number of managers, or the Declarant, prior to the first organizational meeting, may adopt such reasonable fines and from time to time amend the same to be assessed against a Unit Owner for a breach of any covenant or restriction contained in the Declaration, the within By-Laws or any additional Rules or Regulations promulgated in accordance therewith. The offending Unit Owner shall be notified in writing in accordance with the provisions hereof as to the amount of violation and the amount of the fine. Said Unit Owner shall have five (5) business days from the date of receipt of said notice to pay said fine in full. A Unit Owner's failure to pay a fine in accordance with this Section or as otherwise provided in the Declaration and/or By-Laws may result in a collection of the fine as an assessment against said Unit Owner in accordance with Section 16 of the Declaration.

Section 6.

Declarant's Rights Pending First Organizational Meeting

Until such time as the first organizational meeting of the Board is held, the powers, rights, duties, and functions of the Association and the Board, including, without limitation, the power to determine the amount of and levy Assessments and reserves, shall be exercised by the Declarant.

Section 7.

Severability

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

Section 8.

Ratification

All present or future Owners or tenants or their employees or occupants shall be subject to the regulations set

forth in the Declaration and in these By-Laws. The mere acquisition or rental of any of the Units located within the Condominium Property described in the Declaration, or the mere act of occupancy of any of said Units will constitute acceptance and ratification of the Declaration and of these By-Laws. In the event of any conflict or inconsistency between any Condominium Rule and these By-Laws or the Declaration, it is agreed that the provisions of the By-Laws and the Declaration shall apply.

Section 9.

Conflict Between Declaration and By-Laws

In the event of conflict or inconsistency between any of the provisions of the Declaration and of these By-Laws, it is hereby agreed that the provisions of the former shall apply.

Section 10.

Construction of Provisions

The provisions of these By-Laws shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class Condominium development.

ARTICLE XIII

FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

ARTICLE XIV

AMENDMENTS

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

IN TESTIMONY WHEREOF, the undersigned, being the sole Member of the Association, has caused these By-Laws to be duly adopted on or as of the 22<sup>nd</sup> day of July, 1993.

In the Presence of:

THE MCKINLEY DEVELOPMENT CO.,  
an Ohio General Partnership

Donald J. Lemmon  
[Signature]

By [Signature]  
William J. Lemmon, Partner  
Duly Authorized

Donald J. Lemmon  
[Signature]

By [Signature]  
Robert J. DeHoff, Partner  
Duly Authorized

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named THE MCKINLEY DEVELOPMENT CO., by William J. Lemmon, its Partner, who acknowledged to me that he did sign the foregoing instrument, and that the same is the free act and deed of said Corporation, and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 22<sup>nd</sup> day of July, 1993.

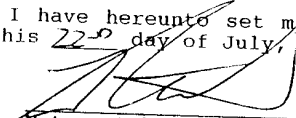
[Signature]  
Notary Public

THOMAS W. WINKHART  
Atty. at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
Under Section 147.04 RC

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named THE MCKINLEY DEVELOPMENT CO., by Robert J. DeHoff, its Partner, who acknowledged to me that he did sign the foregoing instrument, and that the same is the free act and deed of said Corporation, and the free act and deed of him personally and as such officer.

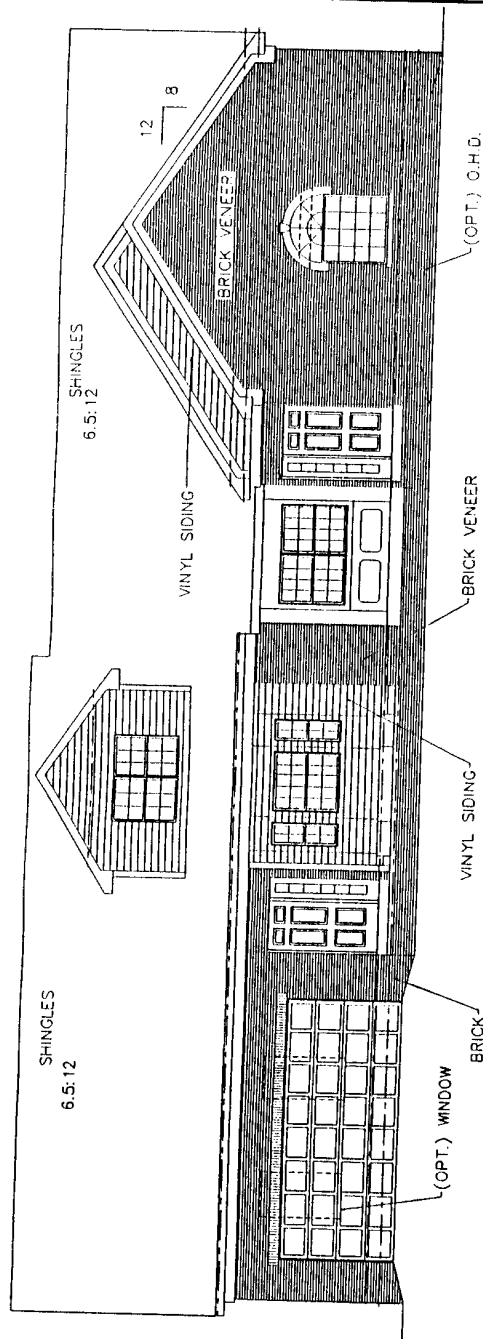
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 22<sup>nd</sup> day of July, 1993.

  
Notary Public

Instrument Prepared By:

THOMAS W. WINKHART, ESQ.  
KRUGLIAK, WILKINS, GRIFFITHS  
& DOUGHERTY CO., L.P.A.  
4775 Munson Street, N.W.  
P.O. Box 36963  
Canton, Ohio 44735-6963

THOMAS W. WINKHART  
Atty. at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
Under Section 147.03 PC



FRONT ELEVATION



THE BELOW LICENSED PROFESSIONAL ENGINEER AND LICENSED SURVIVOR  
 STATE THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF THIS DRAWING  
 GRAPHICALLY SHOWS ALL THE PARTICULARS OF THE BUILDING YET TO BE  
 CONSTRUCTED.

7-23-93  
 DATE

BRYAN J. ASHMAN : REG. ENGINEER #8-043804

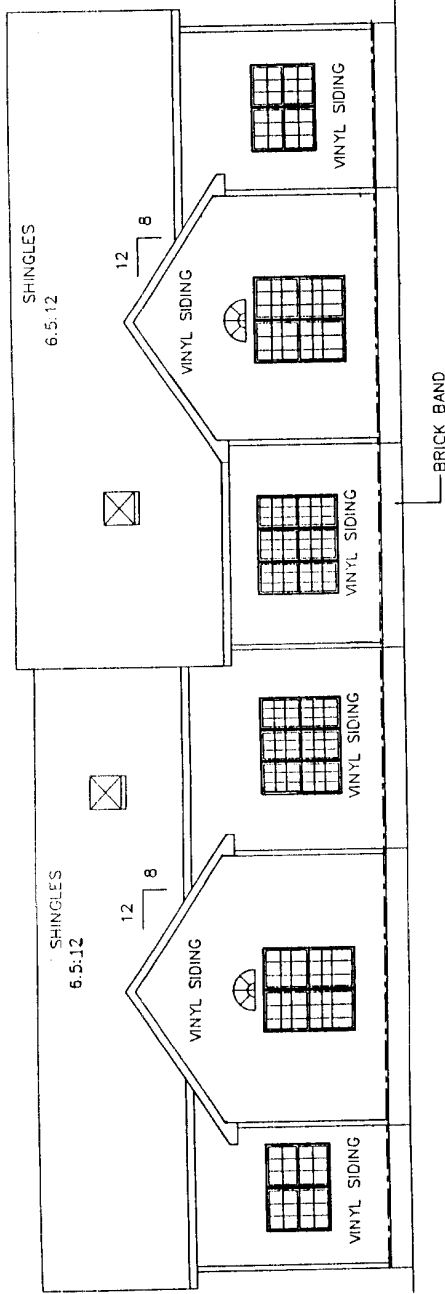
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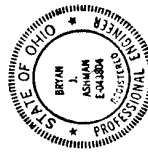
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 UNIT STYLE A & B

90259



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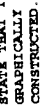
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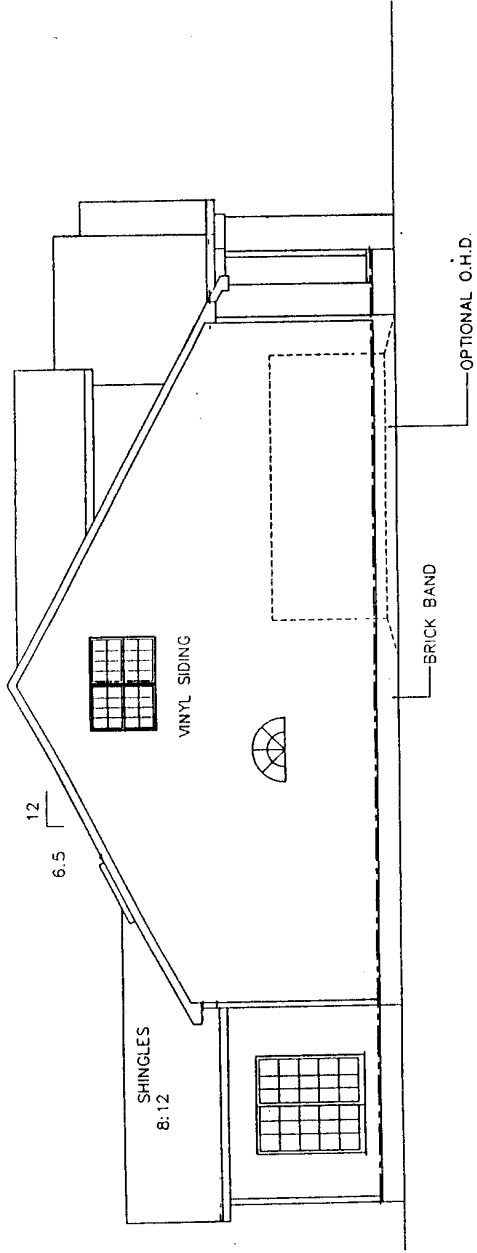
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 BRYAN J. ASHMAN, REG. ENGINEER #E-043804

DATE 7-23-93 James L. Cooper  
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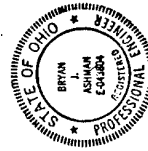
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 UNIT STYLE A & B





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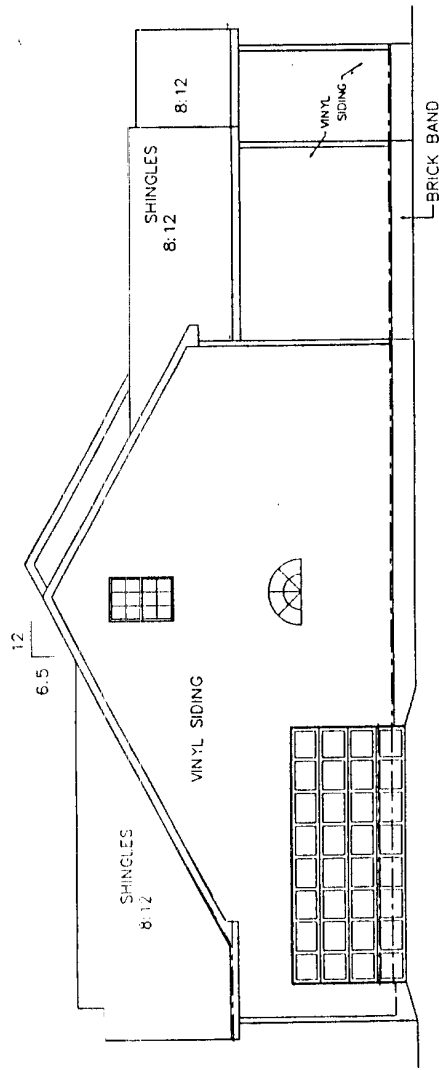
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DATE

BRYAN J. ASHMAN ; REG. ENGINEER #E-043804

7-23-93  
DATE

JAMES L. COOPER ; REG. SURVEYOR #S4572

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UNIT STYLE A & B



SIDE ELEVATION

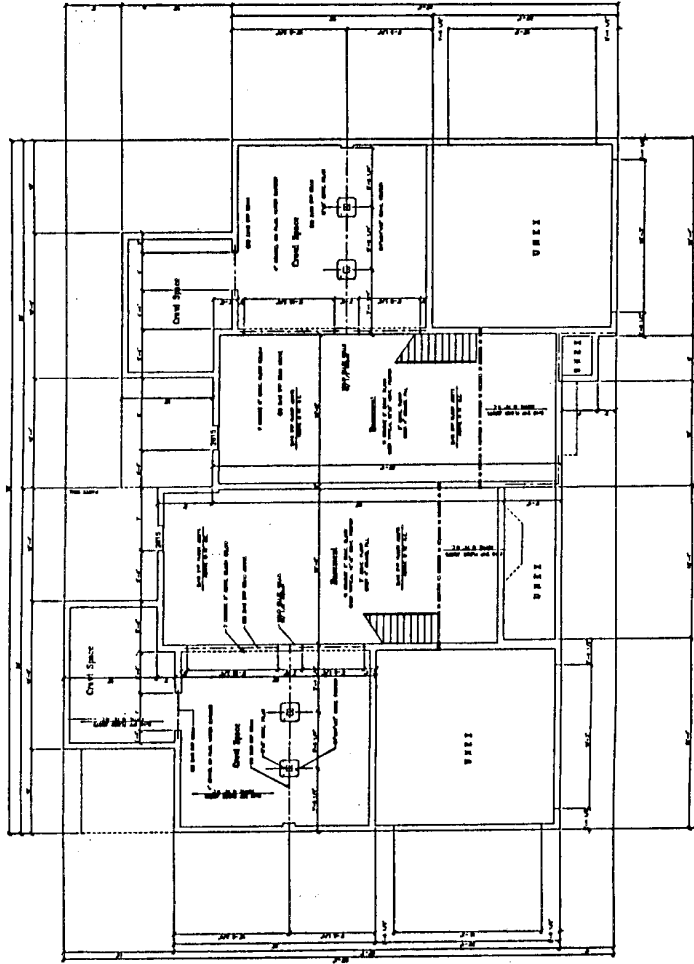


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DATE 7-23-93 *Bryan J. Ashman*  
 BRYAN J. ASHMAN : REG. ENGINEER #2-013804

DATE 7-23-93 *James L. Cooper*  
 JAMES L. COOPER : REG. SURVEYOR #4572

NOT YET COMPLETED  
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 FOR  
 VILLAS AT LONDON SQUARE CONDOMINIUM  
 UNIT STYLE A & B



FOUNDATION PLAN

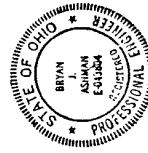
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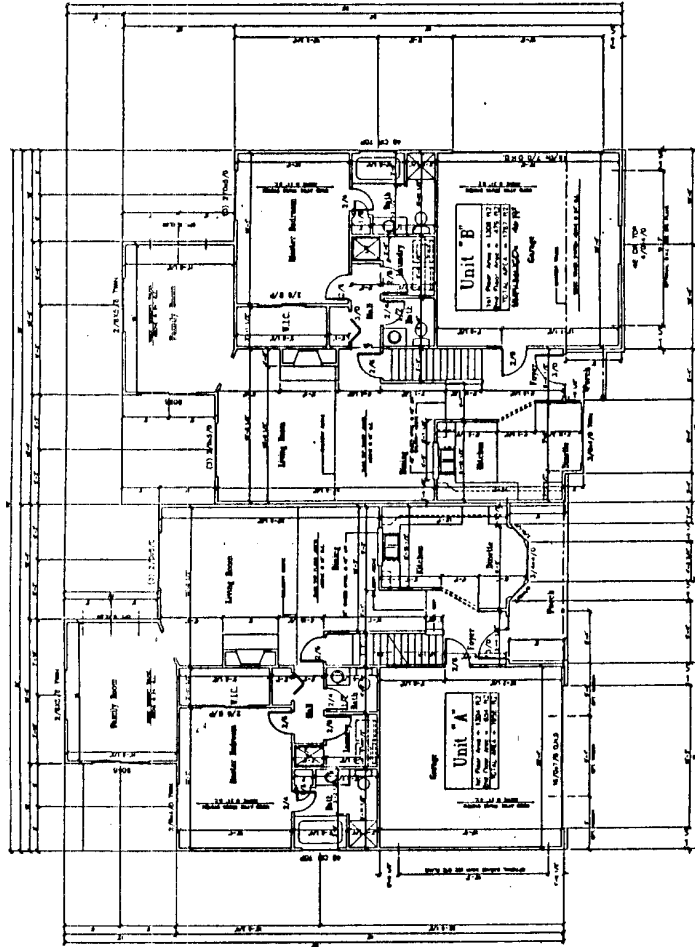
BRYAN J. ASHEMAN, REG. ENGINEER #E-043804

7-23-93  
DATE

JAMES L. COOPER, REG. SURVEYOR #4572



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VILLAS AT LONDON SQUARE CONDOMINIUM  
UNIT STYLE A & B

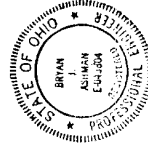


FIRST FLOOR PLAN

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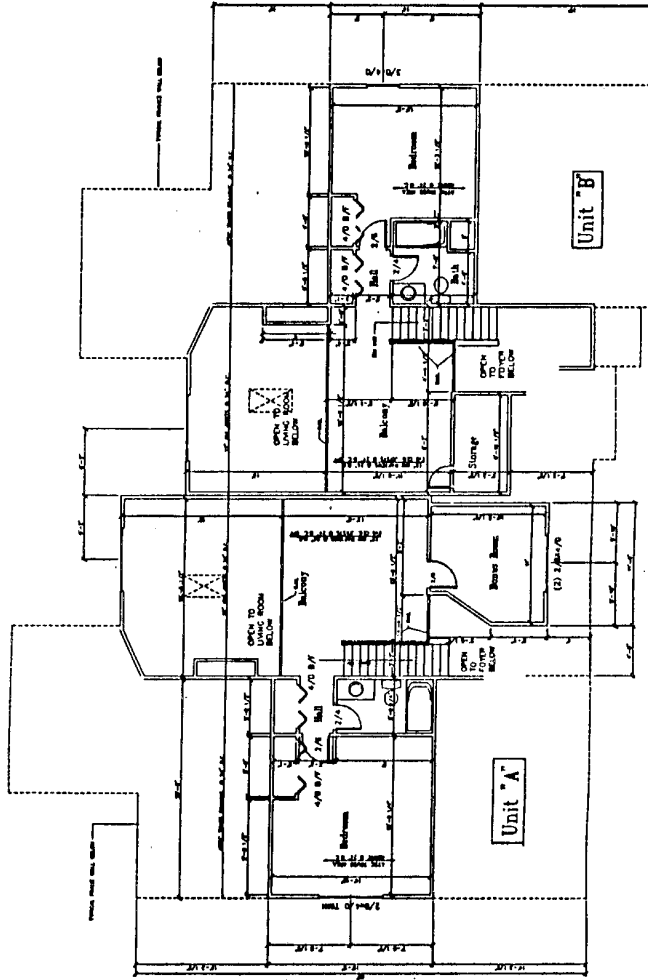
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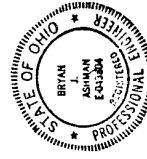
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UNIT STYLE A & B

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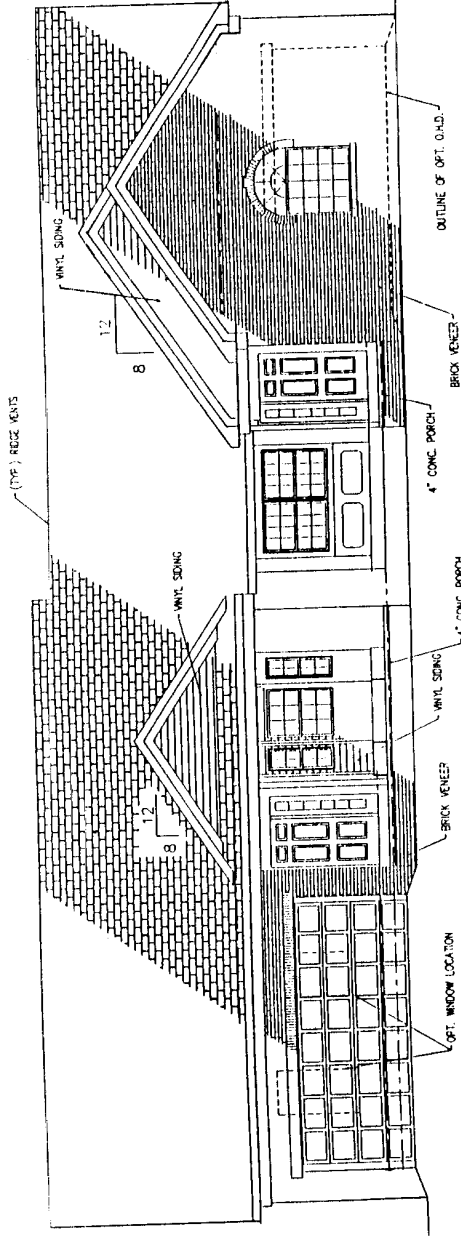
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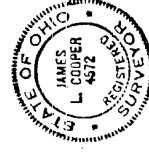
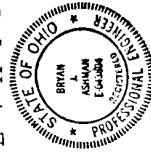
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DATE 7-23-93 Bryan J. Ashdan REG. ENGINEER #8-043804

DATE 7-23-93 James L. Cooper REG. SURVEYOR #4572



FRONT ELEVATION

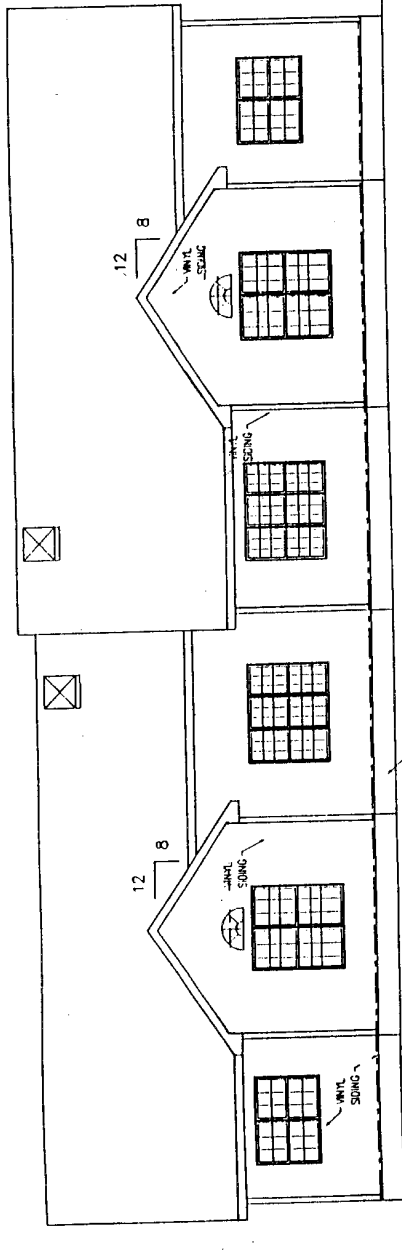


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BRYAN J. ASHMAN : REG. ENGINEER #E-043804

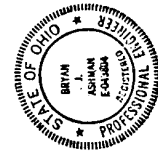
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JAMES L. COOPER : REG. SURVEYOR #S1572

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FOR  
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UNIT STYLE C # D



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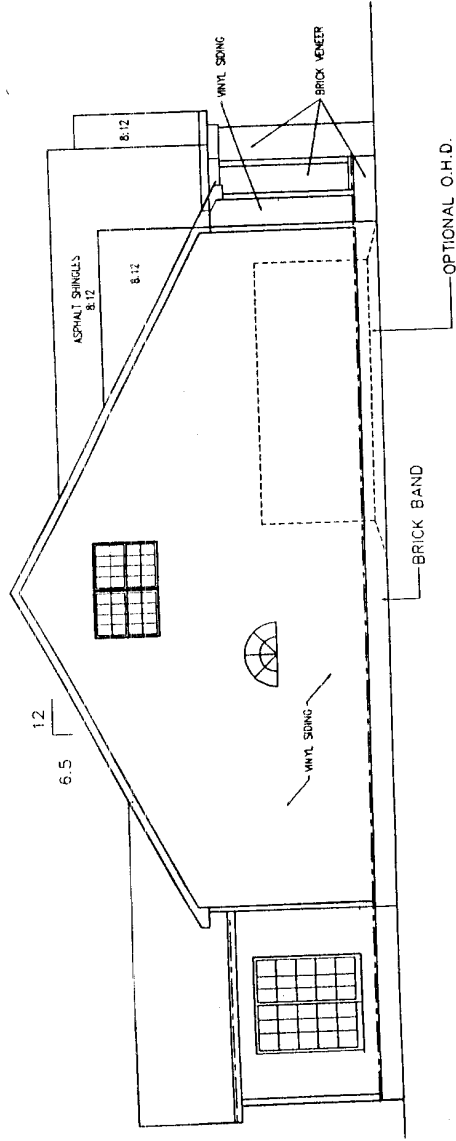
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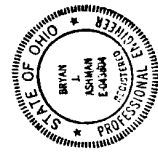
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7-23-93 *Bryan J. Ashman*  
 DATE BRYAN J. ASHMAN, REG. ENGINEER #8-043804

7-23-93 *James L. Cooper*  
 DATE JAMES L. COOPER, REG. SURVEYOR #4572



SIDE ELEVATION



THE BELOW LICENSED PROFESSIONAL ENGINEER AND LICENSED SURVEYOR STATE THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF THIS DRAWING GRAPHICALLY SHOWS ALL THE PARTICULARS OF THE BUILDING YET TO BE CONSTRUCTED.

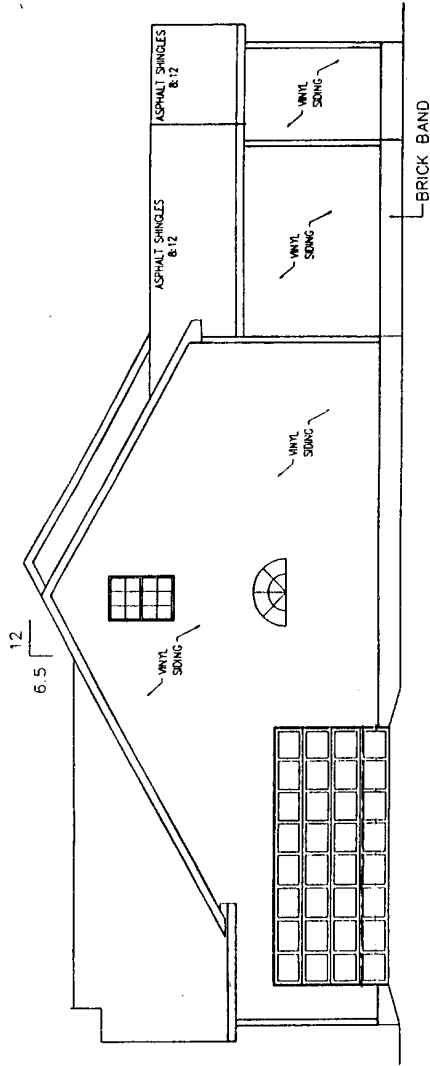
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Bryan L. Cooper : REG. ENGINEER #E-043804

7-23-93  
DATE

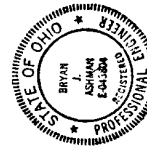
James L. Cooper : REG. SURVEYOR #S572

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UNIT STYLE C & D



SIDE ELEVATION

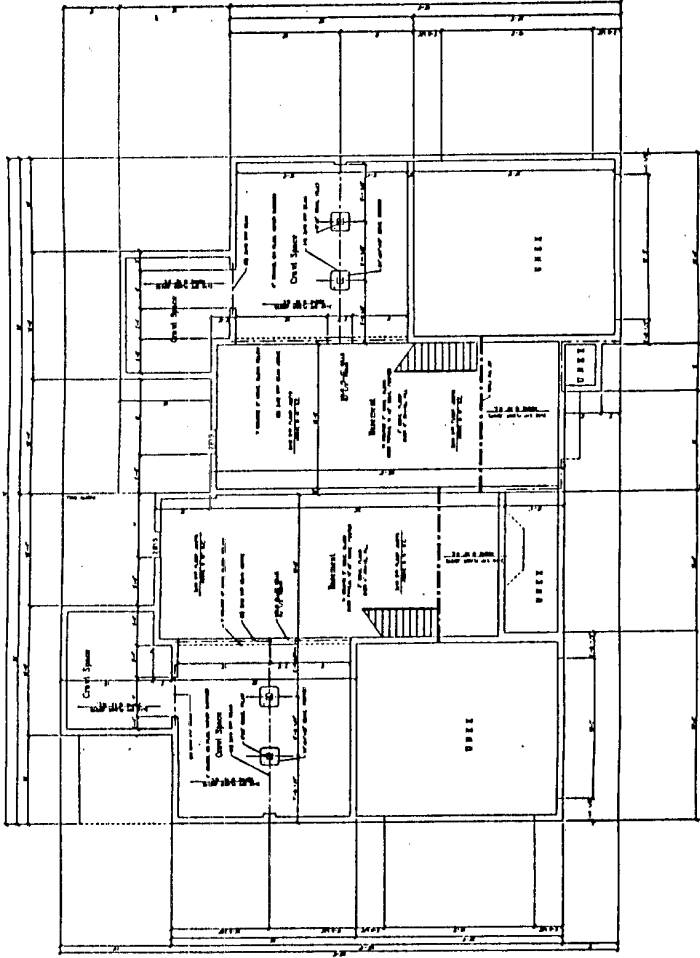
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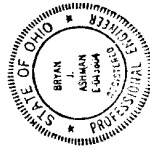
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7-23-93 *Bryan J. Ashman*  
 DATE BRYAN J. ASHMAN : REG. ENGINEER FE-043804

7-23-93 *James L. Cooper*  
 DATE JAMES L. COOPER : REG. SURVEYOR 4572



FOUNDATION PLAN



THE BELOW LICENSED PROFESSIONAL ENGINEER AND LICENSED SURVEYOR STATE THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF THIS DRAWING GRAPHICALLY SHOWS ALL THE PARTICULARS OF THE BUILDING YET TO BE CONSTRUCTED.

7-23-93  
DATE

*Bryan J. Ashman*  
BRYAN J. ASHMAN : REG. ENGINEER #E-043804

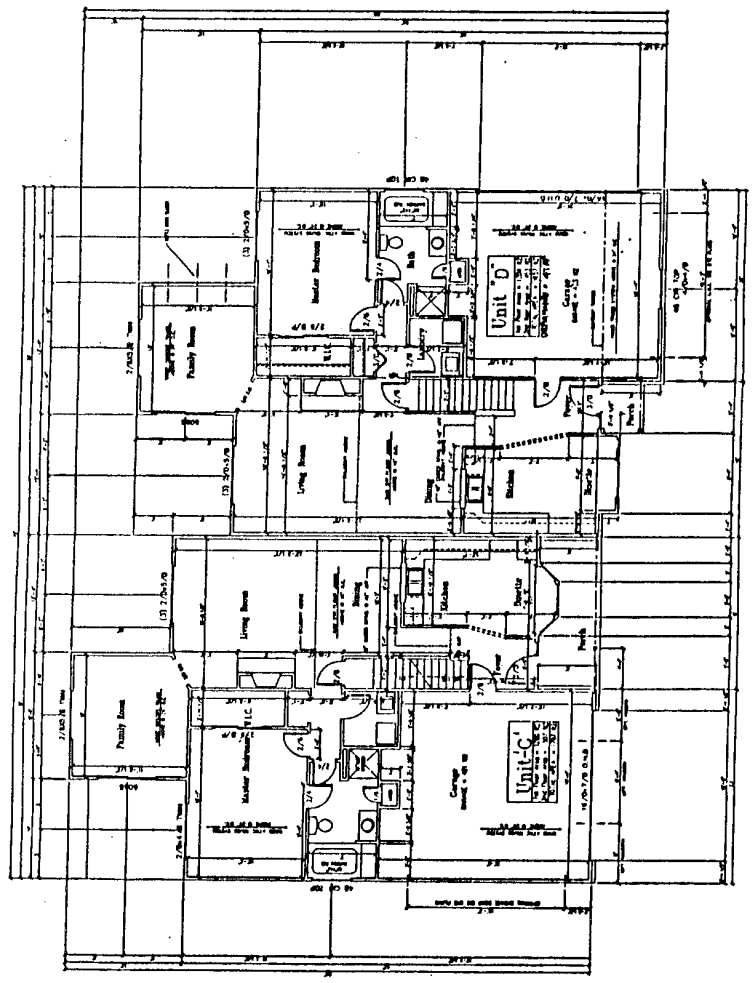
7-23-93  
DATE

*James L. Cooper*  
JAMES L. COOPER : REG. SURVEYOR #4572

NOT YET COMPLETED  
CONDOMINIUM DRAWINGS  
FOR  
VILLAS AT LONDON SQUARE CONDOMINIUM  
UNIT STYLE C & D

NOT YET COMPLETED  
CONDOMINIUM DRAWINGS  
FOR  
VILLAS AT LONDON SQUARE CONDOMINIUM  
UNIT STYLE C & D

90259



FIRST FLOOR PLAN

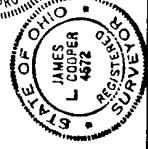
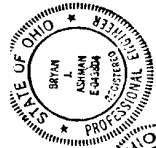
THE BELOW LICENSED PROFESSIONAL ENGINEER AND LICENSED SURVEYOR  
STATE THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF THIS DRAWING  
GRAPHICALLY SHOWS ALL THE PARTICULARS OF THE BUILDING YET TO BE  
CONSTRUCTED.

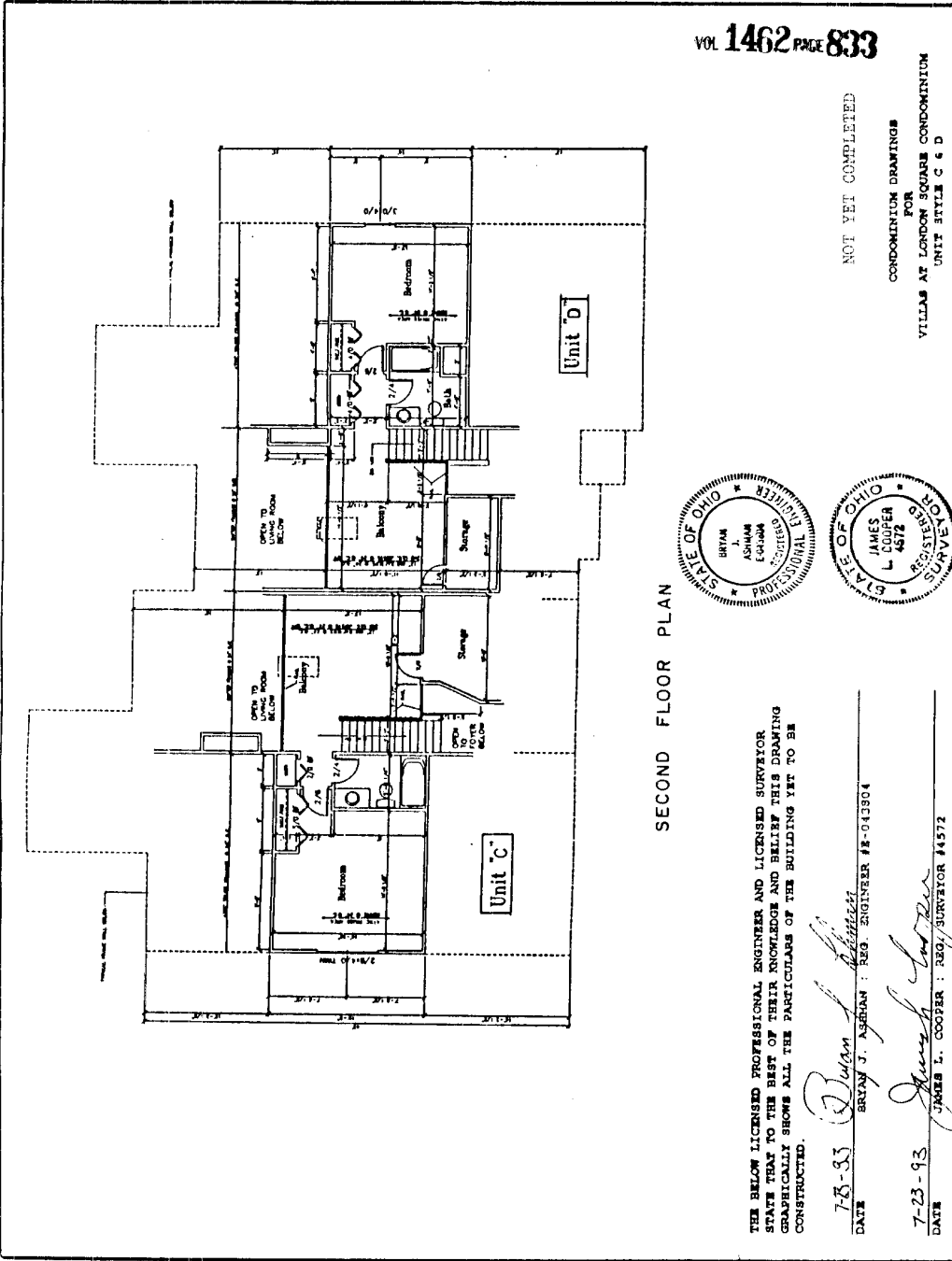
7-23-93  
DATE

BRYAN L. ASHEMAN : REG. ENGINEER #E-043804

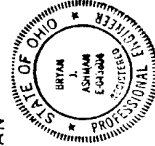
7-23-93  
DATE

JAMES L. COOPER : REG. SURVEYOR #4572





SECOND FLOOR PLAN



THE BELOW LICENSED PROFESSIONAL ENGINEER AND LICENSED SURVEYOR  
 STATE THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF THIS DRAWING  
 GRAPHICALLY SHOWS ALL THE PARTICULARS OF THE BUILDING YET TO BE  
 CONSTRUCTED.

7-23-93

DATE

BRYAN J. ASHMAN : REG. ENGINEER #8-943904

7-23-93

DATE

JAMES L. COOPER : REG. SURVEYOR #4572

NOT YET COMPLETED

CONDOMINIUM DRAWINGS

FOR

VILLAS AT LONDON SQUARE CONDOMINIUM

UNIT STYLE C & D

90259





1359 MARKET  
AVENUE NORTH  
CANTON, OHIO  
44714

COOPER & ASSOCIATES/CONSULTING ENGINEERS & SURVEYORS

PHONE (216) 452-5731

FAX No. (216) 452-9110

"APPENDIX F"

July 21, 1993

JAMES L. COOPER  
EDWARD RUENEMANN, JR.  
ROBERT A. MILLER  
WILLIAM L. MEOIA  
BRYAN L. ASHMAN

**DESCRIPTION OF 20.264 ACRES  
ADDITIONAL PROPERTY  
VILLAS AT LONDON SQUARE CONDOMINIUMS  
FOR: MCKINLEY DEVELOPMENT COMPANY,  
AN OHIO GENERAL PARTNERSHIP**

Known as and being part of the Northeast Quarter Section 36,  
Township 11 (Jackson Township), Range-9, Stark County, Ohio and  
being more particularly bounded and described as follows;

Beginning for the same at a point at the northeast corner of  
the Northeast Quarter Section 36, Township 11 (Jackson Township),  
Range-9, Stark County, Ohio;

Thence S-04°-20'-00"-W along a portion of the east line of  
said section 36, a distance of 15.30 feet to a point on the  
centerline of Hills and Dales Road N.W.;

Thence N-85°-21'-50"-W along a portion of the centerline of  
Hills and Dales Road N.W., a distance of 1,630.30 feet to a point;

Thence S-04°-09'-47"-W a distance of 40.00 feet to a point;  
on the existing south right-of-way line of Hills and Dales Road  
N.W.;

Thence continuing S-04°-09'-47"-W along a line being parallel  
with and 10.00 feet east of the east line of a 2.163 acre tract of  
land now or formerly owned by J. DeGarmo, as recorded in Official  
Record Volume 695, Page 232 in the Stark County Records of Deeds,  
and also being the west line of a 8.102 acre tract of land now or

formerly owned by R.D. Colaner, as recorded in Official Record Volume 1138, Page 861 in said deed records, a distance of 559.15 feet to a point;

Thence S-70°-05'-33"-E along a line being parallel with and 10.00 feet north of the north line of a 8.936 acre tract of land now or formerly owned by Redicon Corporation, as recorded in Official Record Volume 760, Page 19 in said deed records, and also being the south line of said R.D. Colaner tract of land a distance of 101.94 feet to a point;

Thence S-04°-29'-09"-W along a line being parallel with and 10.00 feet east of the east line of said Redicon Corporation tract of land and along the west line of said R.D. Colaner tract of land, a distance of 374.67 feet to a point;

Thence N-69°-06'-47"-E along the south line of said 8.102 acre R.D. Colaner tract of land a distance of 403.73 feet to a point at a deflection point on the west line of parcel 1-C in London Square Village Condominium;

Thence with the perimeter of parcels 1-C, 1-H, 1-E, 1-B and 1-F in said London Square Village Condominium the following nine (9) courses;

- (1) S-41°-25'-16"-E, a distance of 63.45 feet to a point marked by an iron pin found;
- (2) Thence S-49°-34'-52"-W, a distance of 127.08 feet to a point;
- (3) Thence N-40°-31'-07"-W, a distance of 35.00 feet to a point;
- (4) Thence S-49°-25'-57"-W, a distance of 122.99 feet to a point;
- (5) Thence S-40°-43'-32"-E, a distance of 232.53 feet to a point;

- (6) Thence S-11°-27'-41"-W, a distance of 196.35 feet to a point;
- (7) Thence S-39°-13'-08"-E, a distance of 174.32 feet to a point;
- (8) Thence N-49°-02'-08"-E, a distance of 127.35 feet to a point;
- (9) Thence S-37°-11'-39"-E, a distance of 58.15 feet to a point on the northwesterly line of a (15.59) acre tract of land now or formerly owned by Civista Corporation, as recorded in Official Record Volume 804, Page 24 in said deed records;

Thence along the present perimeter of said Civista Corporation tract of land the following two (2) courses;

- (1) S-49°-18'-04"-W, a distance of 219.86 feet to a point;
  - (2) Thence S-06°-30'-56"-E, a distance of 159.61 feet to a point;
- and being the true place of beginning for the tract of land herein described;

Thence continuing along the perimeter of said Civista Corporation tract of land the following five (5) courses:

- (1) Thence S-40°-39'-28"-E, a distance of 189.60 feet to a point marked by an iron pin found;
- (2) Thence N-49°-18'-04"-E, a distance of 66.80 feet to a point marked by an iron pin found;
- (3) Thence S-40°-41'-56"-E, a distance of 260.00 feet to a point marked by an iron pin found;
- (4) Thence S-54°-20'-46"-E, a distance of 235.70 feet to a point marked by an iron pin found;
- (5) Thence S-70°-21'-46"-E, a distance of 86.55 feet to a point marked by an iron pin found at the northwest corner of a tract of

land now or formerly owned by M. Edwards, as recorded in Official Record Volume 617, Page 406 in the Stark County Records of Deeds;

Thence S-01°-38'-12"-W along the west line of said M. Edwards tract of land and the west line of a tract of land now or formerly owned by K. Smith, as recorded in Official Record Volume 848, Page 361 in said deed records, a distance of 488.91 feet to a point on the south line of said Northeast Quarter of Section 36;

Thence N-85°-13'-11"-W along a portion of the south line of said Northeast Quarter Section 36, and also being the north line of a tract of land now or formerly owned by Petros Development as recorded in Official Record Volume 257, Page 345 in the Stark County Records, and the north line of a tract of land now or formerly owned by Retirement Living Tax Exempt Mortgage Fund Ltd. Partnership, as recorded in Official Record Volume 1158, Page 670 in said deed records, a distance of 1159.31 feet to a point at the southeast corner of a 19.84 acre tract of land now or formerly owned by The Perserve Company, as recorded in Official Record Volume 1358, Page 145 in said deed records;

Thence N-04°-29'-09"-E along the east line of said 19.84 acre tract of land, and along a portion of the east line of a (42.46) acre tract of land now or formerly owned by J. Schrade et al. tract of land as recorded in Official Record 58, Page 569, a distance of 909.83 feet to a point;

Thence S-83°-56'-36"-E a distance of 484.03 feet to a point on the west line of previously stated (15.59 acre) Civista Corporation

tract of land and being the true place of beginning and containing  
20.264 acres 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: This description not to be used for transfer.