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*1 Pine Mill Ridge Condo Est. #1 Unit Owners Assn.
1 Shepherd
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DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

PINE MILL RIDGE CONDOMINIUM ESTATES NO. 1

For plots see plot book 128 pp 1 to 142 incl.

This instrument prepared by:

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730 West Market Street
Akron, Ohio 44303

A TRUE AND ACCURATE COPY OF THE WITHIN DECLARATION OF
CONDOMINIUM OWNERSHIP RECEIVED BY:

AUDITOR OF SUMMIT COUNTY, OHIO
THIS ___ DAY OF _____, 1981

PROSECUTOR OF SUMMIT COUNTY, OHIO
THIS ___ DAY OF _____, 1981

Auditor of Summit County, Ohio

Prosecutor of Summit County, Ohio

By: *Jim Davis*

By: _____

12/21/81

*OK
12/22/81*

APPROVED AS TO FORM

William C. Schulz
Assistant Prosecutor, Summit County, Ohio

6571-189

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DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

PINE MILL RIDGE CONDOMINIUM ESTATES NO. 1

WHEREAS, David R. Shepherd and Cheryl D. Shepherd, husband and wife, hereinafter referred to as "Company", are the owners in fee simple of real property hereinbelow described; and

WHEREAS, it is the desire of the Company to submit the above land, together with the improvements thereon constructed and hereinafter described, to the provisions of Chapter 5311 of the Ohio Revised Code, for condominium ownership, and thereafter to convey each individual unit, in fee simple, by general warranty deed, in conformance with the provisions of Chapter 5311, O.R.C.

NOW, THEREFORE, the Company hereby declares:

1. Legal Description and Definitions.

A. Legal Description. The legal description of the premises is a fee simple interest in premises, situated in the Township of Northampton, County of Summit, and State of Ohio, and more particularly described and set forth in Exhibit "A" attached hereto and made a part hereof as fully and completely as if rewritten herein.

B. Definitions. The following terms used herein are defined as follows:

- (1) "Family Unit" means the same as the word "Unit" as defined in Section 5311.01(1), Ohio Revised Code.
- (2) "Association" means the Condominium Owners' Association which is a "Unit Owners' Association" as defined in Section 5311.01(L), Ohio Revised Code..

(3) "Owner" means the holder of a legal title to a Family Unit.

(4) All terms used herein which are defined in Chapter 5311, as amended effective October 1, 1978, of Ohio Revised Code have the same meaning herein.

2. Name.

The Condominium Property shall be known as "Pine Mill Ridge Condominium Estates No. 1".

3. Purpose of and Restrictions on Use of Condominium Property.

A. Purpose.

The Condominium Property shall be used for single family residence purposes and common purposes auxiliary thereto and for no other purpose except for purposes reserved to the Company herein. Owner may use a portion of his Unit for his office or studio, provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other owner or occupant; and provided further that such activities do not involve the personal services of any Unit Owner to a customer or other person or client who comes to the Condominium Property.

B. Restrictions.

(1) There shall be no obstruction of the Common Areas and Facilities, nor shall anything be stored in the Common Areas and Facilities without the prior consent of the Association except as hereinafter expressly provided. Each Family Unit Owner shall be obligated to maintain and keep in good order and repair his own Family Unit.

(2) Hazardous Uses and Waste. Nothing shall be done or kept in any Family Unit or in the Common Areas and Facilities which will increase the rate of insurance of the building, or contents thereof, applicable for residential use, without the prior written consent of the Association. No Family Unit Owner shall permit anything to be done or kept in

his Family Unit or in the Common Areas and Facilities which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste will be committed of the Common Areas and Facilities.

(3) Exterior Surfaces of Building. Family Unit Owners shall not cause or permit anything to be hung or displayed on the outside or inside windows or placed on the outside walls of a building, and no sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls or roof, or any part thereof, without the prior consent of the Association, other than those provided by the Company.

(4) Animals and Pets. No animals, rabbits, livestock, fowl or poultry or any kind shall be raised, bred or kept in any Family Unit or in the Common Areas and Facilities, except that household pets may be kept in Family Units, subject to rules and regulations adopted by the Association; provided that they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon three (3) days' written notice from the Board of Managers of the Association. It is expressly stipulated that a dog owned at the time a Family Unit is purchased may not be replaced at such time the original dog quits the condominium premises.

(5) Nuisances. No noxious or offensive activity shall be carried on in any Family Unit or in the Common Areas and Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants.

(6) Impairment of Structural Integrity of Building. Nothing shall be done in any Family Unit or in, on, or to the Common Areas and Facilities which will impair the structural integrity of the building or which would structurally change the buildings.

(7) Laundry or Rubbish in Common Areas or Facilities.

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

(8) Lounging or Storage in Common Areas and Facilities.

There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Areas and Facilities except in accordance with rules and regulations therefor adopted by the Association.

(9) Prohibited Activities. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Condominium Property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the Condominium Property; provided, however, that, for a period of two (2) years following the date of this Declaration, the right is reserved by the Company or its agent to use one or more Units for business or promotional purposes, including clerical activities, sales offices, model units and the like, in connection with the original sale or other disposition of said Units. For said period, the further right is reserved to place "For Sale" or "For Rent" signs on any unsold or unoccupied Family Units. In addition, the right is hereby given the Association or its representatives to place "For Sale" or "For Rent" signs on any Family Unit or on the Condominium Property, for the purposes of facilitating the disposal of Family Units by any Family Unit Owner, mortgagee or the Association.

(10) Alteration of Common Areas and Facilities.

Nothing shall be altered on, constructed in, or removed from the Common Areas and Facilities except as hereinafter provided and except upon the written consent of the Association.

(11) Rental of Family Units. The respective

Family Units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (i) rental for any period less than thirty (30) days, or (ii) any rental if the occupants of the Family Units are provided customary hotel services such as room service for food and beverage, maid service, furnishing of laundry and linen and bellboy service. Other than the foregoing obligations, the owners of the respective Family Units shall have the absolute right to lease the same, provided that said lease is made subject to the covenants and restrictions in this Declaration.

4. General Description of Building.

The building contained in Pine Mill Ridge Condominium Estates No. 1 is a 2-story building with basement (lower level) and loft containing 15 units.

5. Information About Family Units.

A. The residential building contains side-by-side Units per level subject to elevations. The designations of said Units are shown on the drawings attached hereto as Exhibit "B" and made a part hereof.

From West to East, the units are in alternating elevation levels, having individual unit designations on Meredith Lane, Northampton, Ohio, County of Summit, as follows:

First Level Unit - Unit 1A is a first level unit below Unit 2A and beside first level of 2B.

Second Level Units - Unit 2A is a unit without basement above Unit 1A. Unit 2B is a 2-level living unit with first level being located beside 1A. Units 2C, 2D, 2E, 2F, and 2G are units with finished basements.

Third Level Units - Units 3A, 3B, 3C, 3D, 3E, 3F, and 3G are units with lofts.

B. Description of Family Units.

Each of the 15 Family Units are intended to consist of all of the space bounded by the undecorated interior surfaces of the perimeter walls, basement or perimeter floor and the undecorated interior surface of the perimeter ceiling or plywood roof deck of said Unit projected, if necessary, by reason of structural divisions such as interior walls, and other partitions or roof rafters, to constitute a complete enclosure of space; provided that, whenever such undecorated surfaces consist of plaster or plasterboard or the basement concrete floor, all of such plaster or plasterboard or basement concrete floor contiguous to such surface shall be included within the Unit, but excepting the space occupied thereby lying outside of the perimeters of the Unit; subject to such encroachments as are contained in the building whether the same exists now or are created by construction, settlement or movement of the building, or permissible repairs, reconstruction or alterations. The exact layout, location, approximate area, number of rooms, and dimensions of such Units, together with the immediate common area and/or limited common area to which each has access, are shown in Exhibit "B" incorporated herein. Each Unit includes, without limitation:

- (1) The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile, and any other finishing material applied to floors, ceilings, and interior and perimeter walls;
- (2) All window, screens, and doors, including the frames, sashes, and jams, and the space occupied thereby;
- (3) All fixtures located within the bounds of a Family Unit, installed in and for the exclusive use of said Unit, commencing at the point of disconnection from the structural body of the apartment building and from utility poles, lines or systems serving the entire building or more than one Unit thereof.

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

(5) All space between interior walls, including the space occupied by structural component parts of the building and by utility pipes, wires, ducts, and conduits;

(6) All plumbing, electric, heating, cooling, and other utility or service lines, pipes, wires, ducts or conduits which service either the Unit or the fixtures located therein, and which are located within the bounds of the Family Unit.

But excepting therefrom all of the following items located within the bounds of the Unit as described above:

(1) Any part of the structure contained in all interior walls and the structural component parts of the perimeter walls;

(2) All vent covers, grills, plate covers and other coverings of space which are not part of the Unit as defined above;

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

6. Description of Common and Limited Common Areas and Facilities.

A. Common Areas and Facilities.

The entire land, and the improvements thereon not included within the Family Unit, shall be the Common Areas and Facilities.

The percentage of ownership of the Common Areas and Facilities attributable to the ownership interest of each Family Unit and the basis of the allocation of common profits and expenses shall be as follows: the owner of each Family Unit

shall own an interest equal to a ratio as the projected sales price of the Family Unit bears to 100 percent of the projected sales price of all Family Units. The exact percentage of ownership interest of each Family Unit is fully shown and described on Exhibit "D" attached hereto and made a part hereof.

The above respective undivided interests established and to be conveyed with the respective Units and indicated above cannot be changed, altered or amended, except pursuant to law as specified in Chapter 5311.04(D), O.R.C., and said Company, its successors and assigns, and its grantees covenant and agree that the undivided percentage of interest in the Common Areas and Facilities and the fee titles to the respective Units shall not be separated or separately conveyed, encumbered, inherited or divided, and each said undivided interest shall be deemed to be conveyed or encumbered with its respective Family Unit even though the description in the instrument, conveyance or encumbrance may refer only to the fee title to said Family Unit.

B. Limited Common Areas and Facilities.

The following, included within the Common Areas and Facilities and appurtenant to a Family Unit, are deemed Limited Common Areas and Facilities designated as reserved for the exclusive use of the appurtenant Family Unit:

(1) The ground floor Family Units shall have the exclusive right to and privacy of the patio and/or deck area adjacent to the Family Unit, the dimensions of which and location of are more fully shown and described in attached Exhibit "B".

(2) Each Family Unit above ground level shall have the exclusive right to and privacy of a deck adjacent to

the Family Unit, the dimensions of which and location of are more fully shown and described in attached Exhibit "B".

(3) Each Family Unit shall have the exclusive right to and privacy of a garage, the dimensions of which and location of are more fully shown, described, and marked for the ascribed Unit in attached Exhibit "B".

7. Mineral Rights.

The Company hereby reserves from the grant of the land to Condominium Ownership any and all rights to oil, gas, and mineral rights, and hereby reserves the exclusive right to same to the Company.

8. Unit Owners' Association.

The Company shall cause to be formed an Ohio corporation, not for profit, to be called "Pine Mill Ridge Condominium Estates No. 1 Owners' Association, Inc.", which shall administer the Condominium Property. Each Family Unit Owner, upon acquisition of title to a Family Unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Family Unit ownership, at which time, the new owner of such Family Unit automatically shall become a member of the Association. Each Family Unit shall be entitled to one vote.

A. The Board of Managers and officers of the Association elected, as provided in the By-Laws of the Association attached hereto as Exhibit "C" and made a part hereof, shall exercise the powers, discharge the duties, and be vested with the rights conferred by operation of law, by the By-Laws of and by this Declaration upon the Association, except as otherwise specifically provided; provided, however, that, in the event such power, duty or right shall be deemed exercisable or dischargeable by or vested in an officer or member of the Board of Managers, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the

purposes of this Declaration and the By-Laws attached hereto as Exhibit "C".

B. When 25 percent of the Units are sold, then 25 percent of the Board of Managers, as defined in Exhibit "C" attached hereto, shall be elected by the Unit Owners other than the Developer (Company).

When 50 percent of the Units are sold, then 33-1/3 percent of the Board of Managers shall be elected by the Unit Owners other than the Developer (Company).

C. Administration of Condominium Property.

The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and by the By-Laws of the Association which are attached hereto as Exhibit "C".

9. Statutory Agent.

The person to receive service of process for the Association, at the date of filing of the within Declaration, shall be David R. Shepherd, having a place of business at 525 Meredith Lane, Unit #3D, Cuyahoga Falls, County of Summit, Ohio, and he shall remain the person upon whom process shall be served until such time as his name is removed from the records of the Secretary of State of Ohio as Statutory Agent for Pine Mill Ridge Condominium Estates No. 1 Owners' Association, Inc., an Ohio corporation, not for profit. In the event David R. Shepherd is subsequently removed as Statutory Agent for the corporation, or for any other reason is no longer registered with the Secretary of State of the State of Ohio as Statutory Agent for Pine Mill Ridge Condominium Estates No. 1 Owners' Association, Inc., an Ohio corporation, not for profit, then, and in that event, the person designated on the records of the Secretary of State of Ohio as Statutory Agent for such corporation shall be the person to receive service of process for the Association.

10. Amendment of Declaration and By-Laws.

This Declaration and the By-Laws attached hereto as Exhibit "C" may be amended upon the filing for record with the Recorder of Summit County of an instrument, in writing, setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by the Family Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association or as otherwise designated by Section 5311.04(D), Ohio Revised Code, where unanimous consent is required. 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 consenting mortgagees of the various Family Units, which 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 Exhibit "C", said amendment or modification shall nevertheless be valid among the Family Unit Owners, inter sese, provided that the rights of a nonconsenting mortgagee shall not be derogated thereby. No provision in this Declaration or By-Laws attached hereto as Exhibit "C" may be changed, modified or rescinded, which, after such change, modification or rescission, would conflict with the provisions of Chapter 5311, Ohio Revised Code, nor may any amendment be made to the fractional interest set forth in Section A of Item 6 without the prior unanimous approval of all Family Unit Owners and their respective mortgagees.

11. Drawings.

Attached hereto and marked Exhibit "B", and made a part hereof, is a set of drawings of the Condominium Property as prepared and certified by C. J. Messmore, Registered

Engineer and Registered Surveyor.

12. Use of Common Areas and Facilities.

Subject to the rules and regulations from time to time promulgated by the Association, all owners may use the Common Areas and Facilities in such manner as will not restrict, interfere with or impede the use thereof by the other owners.

13. Management, Maintenance, Repairs, Alterations, and Improvements.

A. Except as otherwise provided herein, the management, maintenance, repair, alteration, and improvement of the Common Areas and Facilities shall be the responsibility of the Association. The Association may delegate all or any portion of its authority to discharge such responsibility to a manager or managing agent. Each owner agrees to maintain, repair and replace, at his expense, all portions of the Common Areas and Facilities which may be damaged or destroyed by reason of the willful or uninsured negligent act or neglect of himself or any other member of his household, or by the willful or uninsured negligent act or neglect of any invitee, licensee or guest of such owner or member of his household.

B. Family Unit Owner.

The responsibility of each Family Unit Owner shall be as follows:

(1) To maintain, repair, and replace, at his expense, all portions of his Family Unit, and all internal installations of such Family Unit, such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Family Unit boundaries, and to do likewise with all Limited Common Areas and Facilities designated by the Association for his use.

(2) To maintain and repair all windows, doors, vestibules, and entryways for his Family Unit, and of all associated structures and fixtures therein, which are appur-

tenances to his Family Unit. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions, and ordinary wear and tear of such appurtenances.

(3) To perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the building.

(4) Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the Family Unit, unless the written consent of the Association is obtained.

(5) To promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association.

(6) Not to make any alterations in the portions of the Family Unit or the buildings which are to be maintained by the Association or remove any portion thereof or make any additions thereto, or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the managers of the Association, nor shall any Family Unit Owner impair any easement without first obtaining the written consents of the Association and of the owner or owners for whose benefits such easement exists.

C. Construction Defects.

The obligation of the Association and of the 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 the construction of the Property. The undertaking of repair, maintenance or replacement by the Association or owners shall not constitute a waiver of any rights against any warrantor, but such rights shall be specifically reserved.

D. Effect of Insurance on Construction Guarantees.

Notwithstanding the fact that the Association and/or any Family Unit Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of construction guarantee or insurance coverage shall not excuse any delay by the Association or any Family Unit Owner in performing his obligation hereunder.

14. Easements.

A. Encroachments.

In the event that, by reason of the construction, settlement or shifting of the building, or by reason of the partial or total destruction and rebuilding of the building, any part of the Common Areas and Facilities presently encroached or shall hereafter encroach upon any part of a Family Unit, or any part of a Family 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 any Unit, it shall be necessary or advantageous to an owner to use or occupy, for formal use and purposes, any portion of the Common Areas and Facilities consisting of unoccupied space within the building and adjoining his Family Unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving either any other Family Unit or more than one Family Unit presently encroaches or shall hereafter encroach upon any part of any Family Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such Family Unit and the Common Areas and Facilities, as the case may be, so long as all or any part of the building containing such Family 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 Family Unit or in favor of the Common Areas and Facilities if such encroachment occurred due to the willful conduct of said owner.

B. Maintenance Easements.

The owner of each Family Unit shall be subject to easements for access arising from necessity of maintenance or operation of the entire building. The owner of each Family Unit shall have the permanent right and easement to and through the Common Areas and Facilities and walls to the use of water, sewer, power, television antenna, and other utilities now or hereafter existing within the walls, and further shall have an easement to hang pictures, mirrors, and the like, upon the walls of his Family Unit.

C. Easement Grant and Reservations.

The Company hereby grants the following easements to the Association:

- (1) 10' Ohio Bell Service Easement, attached as Exhibit "E" and made a part hereof;
- (2) 20' Sanitary Sewer Easement, attached as Exhibit "F" and made a part hereof;

The Company hereby reserves to itself the following easements unto and across the land granted to the Association:

- (1) 20' Storm Sewer & Drainage Easement, attached as Exhibit "G" and made a part hereof;
- (2) Electrical Service Easement, attached as Exhibit "H" and made a part hereof;
- (3) 20' Water Line & Well Easement, attached as Exhibit "I" and made a part hereof; and
- (4) Access Easement, attached as Exhibit "J" and made a part hereof.

D. Easements for Certain Utilities.

The Association may hereafter grant or accept easements on behalf of Family Unit Owners to entities, including the Company, for utility and access purposes for the benefit of the Condominium Property and adjacent property of the Company,

including the right to install, lay, maintain, repair, and replace water mains and pipes, water wells, driveways, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the Common Areas and Facilities; and each Family Unit Owner hereby grants, and the transfer of title to a Family Unit Owner shall be deemed to grant, the Association an irrevocable power of attorney to execute, acknowledge, and record, for and in the name of such Family Unit Owner, such instruments as may be necessary to effectuate the foregoing.

E. Easements Through Walls Within Family Units.

Easements are hereby declared and granted to the Association to install, lay, maintain, repair, and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of the Family Units, whether or not such walls lie in whole or in part within the Family Unit boundaries.

F. Easements to Run with Land.

All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect and, at all times, shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee or other person having an interest in said land, or any part or portion thereof.

G. Reference to Easements in Deeds.

Failure to refer specifically to any or all of the easements and/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 defeat or fail to reserve said rights or easements, but same shall be deemed conveyed or encumbered along with the Unit.

15. Assessments and Lien of Association.

A. General.

Assessments for the maintenance, repair and

insurance of the Common Areas and Facilities, and for the insurance of the Family Units, together with the payment of the common expenses, including those arising under a certain Reciprocal Easement Agreement dated June 11, 1972, and recorded in Volume 5299, Page 327, of Summit County Records, shall be made in the manner provided by the By-Laws.

B. Division of Common Profits and Common Expenses.

The proportionate shares of the separate owners of the respective Family Units in the common profits and the common expenses of the operation of the Condominium Property is based upon the proportionate estimated fair value at inception that each of the Family Units bears to the aggregate fair value of all of the Family Units. Such proportionate share of profits and expenses of each Family Unit Owner shall be in accordance with the fractional interests set forth in Item 6, Section A, hereof.

C. Non-Use of Facilities.

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

D. Lien of Association.

The Association shall have a lien upon the estate or interest in any Unit of the Owner thereof, and its fractional interest in the Common Areas and Facilities, for the payment of the portion of the common expenses chargeable against each Unit which remains unpaid for ten (10) days after the same has become due and payable from the time a certificate therefor is filed with the Recorder of Summit County, Ohio, and subscribed by the President of the Association, pursuant to authorization given by the Board of Managers of the Association. Such certificate shall contain a description of the Unit, the name of the

Record Owner thereof, and the amount of such unpaid portion of the Common Expenses. Such a lien shall remain valid for a period of five (5) years from the time of filing thereof, unless 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 a Court in an action brought to discharge such lien as provided in Section 5311.18, Ohio Revised Code. In addition, the Owner of the Family 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 Section D of this Item 15 shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and lien of bona fide first mortgages which have 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. In any such foreclosure action, the owner or owners of the Family Unit affected shall be required to pay a reasonable rental for such Family Unit during the pendency of this 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 Association shall be entitled to become a purchaser at the foreclosure sale.

F. Dispute as to Common Expenses.

Any Family Unit Owner who believes that the portion of common expenses chargeable to his Family Unit, for which a certificate of lien has been filed by the Association, has been improperly charged against him or his Family Unit may bring an action in the Court of Common Pleas for Summit County, Ohio, for the discharge of such lien.

G. Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses.

Where the mortgagee of a first mortgage of record or other purchaser of a Family Unit acquired title to the Family Unit as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or other assessments by the Association chargeable to such Family Unit which became due prior to the acquisition of title to such Family Unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Family Units, including that of such acquirer, his successors or assigns.

H. Liability for Assessments Upon Voluntary Conveyance.

In a voluntary conveyance of a Family Unit, the grantee of the Family Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor and his Family Unit for his share of common expenses 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 of Managers of the Association 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 Family 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.

16. Hazard Insurance.

A. Fire and Extended Coverage Insurance.

The Association, as a common expense, shall obtain for the benefit of all owners insurance on all buildings, structures or other improvements now or at any time hereafter constituting a part of the Condominium Property against loss or damage by fire, lightning and such perils as are at this time comprehended within the term "extended coverage," and vandalism and malicious mischief in an amount not less than eighty percent (80%) of the replacement value thereof.

Such insurance by the Association shall be without prejudice to the right of the owner of a Family Unit to obtain individual contents or chattel property insurance, but no Family Unit Owner may, at any time, purchase individual policies of insurance on his Family Unit or his interest in the Common Areas and Facilities as real property, unless the Association shall be a named insured in such policy and be advised of the same.

Such policy of insurance may contain an endorsement recognizing the interest of any mortgagee or mortgagees of any Family Unit.

Such policy shall also provide for the release by the issuer thereof of any and all rights of subrogation or assignment, and all causes and rights of recovery against any Family Unit Owner, member of his family, his tenant, or the occupant of the Condominium Property for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

B. Sufficient Insurance.

In the event the improvements forming a part of the Condominium Property, or any portion thereof, shall suffer

damage or destruction from any cause or peril insured against, and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association in payment therefor; provided, however, that, in the event within thirty (30) days after such damage or destruction, the Family Unit Owners, if they are entitled to do so pursuant to Section D of this Item 15, shall elect to sell the Condominium Property or to withdraw the same from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken.

Notwithstanding anything to the contrary contained herein, if, in the event a casualty to a Condominium Unit within a building occurs, then said Condominium Unit must be restored to its original condition. If, in the event, said casualty destroys the entire building containing more than one Condominium Unit, then, and in that event, Owner has the option of not rebuilding and instruction that the insurance proceeds be distributed as the interest may appear.

C. Insufficient Insurance.

In the event the improvements forming a part of the Condominium Property, or any portion thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Family Unit Owners shall within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to Section D of this Item 16, elect to withdraw the property from the provisions of this Declaration, such repair, restoration or reconstruction of the Family Units so damaged or destroyed shall be undertaken by the Association at the expense of the owners

of the Family Units so damaged or destroyed in the same proportions which the cost of repair, restoration or reconstruction of each such Family Unit, together with its Limited Common Areas and Facilities so damaged or destroyed, bears to the total cost of repair, restoration or reconstruction for all such Family Units and Limited Common Areas and Facilities, and such repair, restoration or reconstruction of all or any part of the Common Areas and Facilities shall be undertaken by the Association at the expense of all the owners of the Family Units in the same proportions in which they shall own the Common Areas and Facilities. Should any Family Unit Owner refuse or fail, after reasonable notice, to pay his share of such cost in excess of available insurance proceeds, the amount thereof may be advanced by the Association and the amount so advanced by the Association shall be assessed to such owner, and such assessments shall have the same force and effect, and, if not paid, may be enforced in the same manner as hereinbefore provided for the nonpayment of assessments.

To determine the share of each Family Unit Owner of the cost in excess of the available insurance proceeds, the following principles shall govern:

(1) The cost of repair, restoration or reconstruction of all uninsured and underinsured (to the extent of such underinsurance), damage or destruction to Family Units and Limited Common Areas and Facilities appertaining thereto shall be borne by the Family Unit Owner.

(2) The cost of repair, restoration or reconstruction of the uninsured and underinsured (to the extent of such underinsurance) damage or destruction of Common Areas shall be borne by the Family Unit Owners in proportion to their respective percentages of fractional interest in the Common Areas and Facilities.

(3) All insured, damaged or destroyed portions of the Condominium Property shall be deemed underinsured in the same proportion.

The term "uninsured damage or destruction," as used herein, shall mean loss occurring by reason of a hazard not covered by the insurance policies of the Association. The term "underinsured damage or destruction," as used herein, shall mean loss occurring by reason of a hazard covered by the insurance policies of the Association, but for which the proceeds are insufficient to cover the cost of repair, restoration or reconstruction.

The final determination made by the Association with the insurers as to insured, uninsured, and underinsured damage or destruction shall govern.

D. In the event of substantial damage to or destruction of 75 percent or more Family Units in a building, the Family Unit Owners, by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, may elect not to repair or restore such damage or destruction. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Family Unit Owners. In the event of any such sale or a sale of the Condominium Property after such election by agreement of all Family 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 Family Unit Owners in proportion to their respective fractional interests in the Common Areas and Facilities. No Family Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Family Unit have been paid, released or discharged.

17. Liability Insurance.

The Association, as a common expense, shall insure itself, the Board of Managers, all Family Unit Owners and members of their respective families, and other persons residing with them in the Condominium Property, their tenants, and all persons lawfully in possession or control of any part of the Condominium Property, against liability for bodily injury, disease, illness or death, and for injury to or destruction of property occurring upon, in, or about, or arising from the Common Areas and Facilities, such insurance to afford protection to a limit of not less than Three Hundred Thousand Dollars (\$300,000.00) in respect to bodily injury, disease, illness or death suffered by one person, and to the limit of not less than Five Hundred Thousand Dollars (\$500,000.00) in respect to any one occurrence, and to the limit of not less than Twenty-Five Thousand Dollars (\$25,000.00) in respect to damage to or destruction of property arising out of any one accident.

Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Family Units or Limited Common Areas appertaining thereto.

18. Rehabilitation and Renewal of Obsolete Property.

The Association may, by the affirmative vote of Family 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 of Managers of the Association 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 Family Unit, subject to such liens and encumbrances hereinafter referred to, any Family Unit Owner who does not vote for such renewal and rehabilitation may elect, in 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 Family Unit plus such owner's prorata share of any undistributed 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 common expenses of the Association accruing prior to date of such vote.

(d) The amount of any common expenses 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 Family 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 Managers of the Association cannot agree upon the fair market value of such Family Unit, such determination shall be made by the majority vote of three appraisers; one of which shall be appointed by such Family Unit Owner, one of which shall be appointed by the Board of Managers, and the third of which shall be appointed by the first two appraisers.

19. Remedies for Breach of Covenants and Regulations.

A. Abatement and Enjoinment.

The violation of any restriction or condition or regulation adopted by the Board of Managers of the Association, or the breach of any covenant or provisions contained in this Declaration of in the By-Laws of the Association attached hereto as Exhibit "C", shall give the Board of Managers, in addition to the rights hereinafter set forth in this Item, the right:

(1) To enter upon the land or Family 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 of Managers or its agents shall not be thereby deemed guilty in any manner of trespass; or

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

B. Involuntary Sale.

If any Owner (either by his own conduct or by the conduct of any other occupant of his Family Unit) shall violate any of the covenants or restrictions or provisions of the general law, this Declaration or the By-Laws of the Association attached hereto as Exhibit "C" or the regulations adopted by the Board of Managers of the Association, and such violation shall continue for thirty (30) days after notice in writing from the

Board of Managers or shall occur repeatedly during any thirty (30) day period after written notice or request from the Board of Managers to cure such violation, then the Board of Managers shall have the power to issue to the defaulting Owner a ten (10) day notice, in writing, to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit. Thereupon, an action in equity may be filed by the Board of Managers against the defaulting Owner for a decree of mandatory injunction against the Owner or occupant, subject to the prior consent, in writing, of any mortgagee having a security interest in the Unit ownership of the defaulting Owner, which consent shall not be unreasonably withheld. In the alternative, the action may pray for a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Family Unit owned by him on account of the breach of covenant, and ordering that all right, title, and interest of the Owner in the property be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, provided that the court shall enjoin and restrain the defaulting Owner directly or indirectly from reacquiring said interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's fees, court reporter charges, reasonable attorney fees, real estate taxes and assessments, and all other expenses of the proceedings, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, may be paid to Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Family Unit ownership and to immediate possession of the Family Unit sold, and may apply to the Court for a writ of assistance

for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration.

20. Condemnation.

A. Entire Taking.

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

B. Partial Taking.

In the event of a partial taking of the Common Areas and Facilities, this Condominium Declaration shall automatically and of and by itself be amended so that the parcel of land taken by the condemning authority is excluded from this Declaration. The share in the Common Areas and Facilities of Condominium Property by the Unit Owners which remains shall be redistributed among the remaining Unit Owners in proportion to their respective prior interest in the Condominium Property. Each Unit Owner shall be entitled to secure an award from the condemning authority for the taking of their respective Units or residual damage to their respective Unit and in this regard, payment shall be made directly to the Unit Owner and their respective mortgagee in the ordinary course under eminent domain procedures. All awards granted for the taking of Common Areas and Facilities and/or damage to the residual of the Common Areas and Facilities shall be paid to the Association and distributed to individual Unit Owners and their mortgagees jointly as determined by three (3) reputable real estate appraisers (who shall be members of the Master Appraisers

Institute or the Society of Real Estate Appraisers), two (2) of whom shall be appointed by the first two (2) appraisers. The appraisers shall render written instructions to the Board allocating the total award to the Unit Owners in such proportion as they, in their sole discretion, determine to be the damages caused to the Units. It is agreed that their determination shall be final and binding upon all Unit Owners and their respective mortgagees.

21. Company Rights and Obligations.

The Company shall assume the rights and obligations for unsold units, including voting and the payment of common expenses of the unsold units from the date of the recording of the Condominium Declaration.

22. Unit Owner's Obligations.

Without the written approval of two-thirds of the First Mortgagees or Unit Owners other than the Developer, the Unit Owners' Association may not abandon or terminate the Condominium project, change the prorata interest or obligation of any individual unit, partition or subdivide any unit, seek to abandon, sell or transfer common elements, or use hazard insurance proceeds other than for the repair of property.

STATUTORY COMPLIANCE DOCUMENT

The purpose of this document is to comply with the statutory requirements of notice of the provisions of legal requirement of notice to buyers of condominium property in the State of Ohio. In compliance with 5311.25, Ohio Revised Code, the buyer is hereby instructed as follows:

1. Any deposit or downpayment made on a sale will be held in trust or escrow until the closing of said sale and applied to the purchase price pursuant to the terms of sale. In the event a final sale is not consummated, then, and in that event, the deposit or downpayment shall be returned to the buyer or forfeited to the owner pursuant to the terms of the sales transaction.

2. Any deposit or downpayment of \$2,000 or more shall earn interest at the rate of 4% per annum for any period exceeding 90 days that the same is held in trust or escrow pursuant to the closing of sale.

3. The developer herein will not retain an interest in the common or restricted property of the condominium, except as an owner of unsold units, after control of the condominium development is assumed by the Unit Owners' Association pursuant to the terms of the Condominium Declaration.

4. If, in the event the developer has entered into a management contract of the condominium property, the condominium Association shall not be subject to the management contract for more than one year after the date that said condominium Association assumes control of the condominium property pursuant to the terms of the Condominium Declaration.

5. The developer herein grants a two year warranty on the full cost of labor and material for any repairs or replace-

ments of roof and structural components and mechanical, electrical, plumbing, and common service elements serving the condominium property occasioned by defects in materials or workmanship. This two year warranty does not apply to individual Unit ownership, but only to the condominium common services and/or the common structure. Said two year warranty shall begin on the date the deed or other evidence of ownership is filed for record following the sale of the first condominium to a bona fide purchaser for value.

6. Any Unit Owner shall have a one year warranty covering the full cost of labor and material for any repair or replacement of structural, mechanical and other elements pertaining to his or her Unit occasioned or necessitated by defect in material or workmanship. Said warranty shall begin on the date the deed or other evidence of ownership is filed for record following the sale of a condominium Unit to a bona fide purchaser for value.

7. Any and all warranties on appliances installed by the developer in a condominium Unit shall have the same warranty as supplied by the manufacturer of said appliances and the developer shall warrant the installation of same. Any and all warranties on said appliances by manufacturers shall be supplied and assigned to a Unit owner.

DISCLOSURE STATEMENT

The purpose of this document is to comply with the disclosure requirements of Section 5311.26, Ohio Revised Code, which shall be the additional disclosures necessary for compliance beyond the terms previously disclosed and outlined in the Condominium Declaration.

1. The name and address of the condominium development is: Pine Mill Ridge Condominium Estates No. 1, individual unit addresses pursuant to Item 5 on page 5, 525 Meredith Lane, Cuyahoga Falls, Ohio 44223.

2. The name, address, and telephone number of the developer is: David R. & Cheryl D. Shepherd, 525 Meredith Lane, Unit 3D, Cuyahoga Falls, Ohio 44223; 216-929-3477.

3. Description of the development:

- a. The total number of units are: fifteen (15)
- b. The type of units are: one unit is a 1-level unit and fourteen units are 2-level units.
- c. The price of each unit is: Unit 2G - \$55,900; Units 2B, 2F, 3A, and 3G - \$55,400; Units 1A and 2A - \$42,500; Units 2C, 2D, 2E, 3B, 3C, 3D, 3E, and 3F - \$54,900.
- d. The nature and ownership interest to be transferred upon sale is: fee simple.

4. The present status of construction is: building and units are framed and 90% complete.

5. The approved zoning is: Planned Unit Development, and said zoning and site plans are in compliance with the Local, State, and Federal laws.

6. The scheduled date of completion of the building is: December 20, 1981.

7. The scheduled date of the recreation facilities and common use facilities, if any, are: pool, already complete.

8. The two year projection for annual expenditures necessary to operate and maintain the common areas and facilities are as follows: \$27,684. These projections assume the following costs: See Attachment 1 to this Disclosure Statement. As a result thereof, the estimated monthly cost per Unit for said two year period is: \$65.50, \$77.50, \$82.50. The expenses for each Unit shall remain constant, except and subject to variations in utility gas cost.

9. Any and all management contracts entered into by the developer with any third person, firm or corporation affecting the operating, use or maintenance of the condominium project is attached hereto as Attachment 2 to this Disclosure Statement.

10. The Developer (Company) does not offer any financing availability.

11. The description of warranties are included in the Statutory Compliance section of the Condominium Declaration and are incorporated herein by reference as if specifically rewritten.

12. Each Unit Owner shall be required to pay common expenses on the following basis: the payment shall be equal to percentage equivalent of the projected sales price of the Unit as it bears to 100 percent of the total projected sales price. Said percentage of ownership shall then apply to the percentage owed by a Unit Owner of 100 percent of the common expenses.

13. Attached Exhibit "C", By-Laws of Pine Mill Ridge Condominium Estates No. 1 Owners' Association, Inc., contains the formation of the Association of Unit Owners, voting rights, restrictions, and obligations of the Unit Owners. Said Condominium Declaration and By-Laws are legal binding documents and may only be altered and amended as prescribed in said instruments.

14. The Association of Unit Owners shall maintain a reserve fund for contingencies and replacements as specified at page 17, Section 3, of the By-Laws, attached as Exhibit "C".

15. The mortgage encumbrance presently existing on the property is a first mortgage securing a construction loan for the construction of the 15 units herein subject of this Condominium Declaration. The easements granted and reserved are contained in the Condominium Declaration under Section 13, Subsection C, at page 15.

16. The escrowing of deposits and/or downpayments are contained in the Statutory Compliance Document of the Condominium Declaration, at page 30, Sections 1 and 2, and are incorporated herein as if fully rewritten.

17. There is no present pending litigation.

Provided Pursuant to §5311.26 (J) of the Ohio Revised Code.

1. Right to Review Condominium Instruments.

The Purchaser has the right to review the condominium instruments and should review them prior to entering into a contract for the purchase of a unit.

2. Purchaser's Right to Void the Contract: In the event that a contract for the purchase of a unit is executed in violation of Sections 5311.25 or 5311.26 of the Ohio Revised Code, (setting forth certain requirements to be complied with and disclosures to be made by the Declarant), the contract shall be voidable by the Purchaser for a period of 15 days after the later to occur of the following dates:

A. The date of the execution by both the Purchaser and the Declarant of the purchase contract; and

B. The date upon which the Purchaser executes a document evidencing receipt of the information required by Section 5311.26 of the Ohio Revised Code.

Upon exercise of a Purchaser's right to void the contract, the Declarant or his agent shall refund fully and promptly to the Purchaser any deposit or other prepaid fee or item and any amount paid on the purchase price and shall pay all closing costs paid by the Purchaser or for which the Purchaser is liable in connection with the void sale.

3. Conditions for the Return of Deposits.

A Purchaser who wishes to void his purchase contract because of a violation of Section 5311.25 or 5311.26 of the Ohio Revised Code and obtain a return of his deposit, must notify the Declarant in writing prior to the expiration of the previously mentioned 15-day period. There are no other

conditions under the purchase contract for the return of the Purchaser's deposit except where a contract contingency, if any, is not met, and the contract requires the return of the deposit.

4. Rights of Purchasers under Section 5311.27.

A. In addition to any other remedy available, a purchaser has the rights described in paragraph numbered 2 of this attachment with regard to voiding the purchase contract.

B. Any declarant or agent who sells a condominium unit in violation of Section 5311.25 or 5311.26 of the Ohio Revised Code shall be liable to the purchaser in an amount equal to the difference between the amount paid for the unit and the least of the following amounts:

1. The fair market value of the unit as of the time the suit is brought;

2. The price at which the unit is disposed of in a bona fide market transaction before suit; and

3. The price at which the unit is disposed of after suit in a bona fide market transaction, but before judgment. In no case shall the amount recoverable under this division be less than the sum of \$500 for each violation against each purchaser bringing an action under this division, together with court costs and reasonable attorneys' fees. If the purchaser complaining of the such violation has brought or maintained an action he knew to be groundless or in bad faith and the declarant or agent prevails, the court shall award reasonable attorneys' fees to the declarant or agent.

C. Subsection 5311.27 (C) of the Ohio Revised Code permits the attorney general to pursue certain remedies under certain circumstances which, if successful, could benefit the purchasers or prospective purchasers of units in the condominium.

Attachment 1 to Disclosure Statement

Proposed Budget

	<u>Cost Per Month</u>
Rubbish Removal-----	\$ 2.00
Snow Removal-----	6.00
Landscaping Maintenance-----	6.00
Miscellaneous-----	.50
Electricity-----	2.50
Multi-Peril Insurance-----	10.00
Management Fee-----	.00
Legal & Accounting-----	.50
Reserve Contingency-----	7.00
Common Area Maintenance-----	.00
Pool Maintenance-----	6.00
Sewer Use Fee-----	7.00
Gas (Heat & Hot Water) Units 3A,3B,3C,3D,3E,3F,3G,2C,2D,2E	30.00
PROJECTED COST PER MONTH-----	77.50
Gas (Heat & Hot Water) Units 1A, and 2A-----	18.00
Gas (Heat & Hot Water) Units 2B, 2F, and 2G)-----	35.00
Projected cost per month (Units 1A and 2A)-----	65.50
Projected cost per month (Units 2B, 2F, and 2G)-----	82.50

Note that for new unsold unoccupied units, the projected cost estimate is \$25.00 less than above prices.

Attachment 2 to Disclosure Statement

Management Contract

None required. To be managed by the Association Managers.

MISCELLANEOUS PROVISIONS

A. Each grantee of the Company, by acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed, and taken to be covenants running with the land, and shall bind any person having, at any time, any interest or estate in said land, and shall inure to the benefit of such owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

B. Upon the removal of the Condominium Property from the provisions of Chapter 5311, Ohio Revised Code, all easements, covenants, and other rights, benefits, privileges, impositions, and obligations declared herein to run with the land or any Unit shall terminate and be of no further force nor effect.

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

D. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or the rest of this Declaration.

E. If any of the privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints of alienation,

or (3) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one years after the death of the survivor of the now living descendants of Howard Metzenbaum and John Glenn, United States Senators from Ohio.

F. That so long as said Company, its successors and assigns, owns one or more of the Family Units established and described herein, said Company, its successors and assigns, shall be subject to the provisions of this Declaration and of the Exhibits attached hereto; and said Company 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 right assigned to the Association by reason of the establishment of the Condominium.

G. Neither the Company, nor its representatives, successors, or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration or the By-Laws attached hereto as Exhibit "D" or in the Company (or its representative's) capacity as developer, contractor, owner, manager or seller of the Condominium Property whether or not such claim (1) shall be asserted by any Family Unit Owner, occupant, the Association, or by any person or entity claiming through any of them; or (2) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (3) shall arise from or out of a contract or (except in the case of gross negligence) from a delict, tort, fault, misfeasance or malfeasance. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by

reason of any act or neglect of any Family Unit Owner, occupant, the Association, and their respective agents, employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.)

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

I. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first-class condominium development.

IN WITNESS WHEREOF, the said David R. Shopherd and Cheryl D. Shepherd have caused the execution of this instrument, and attested thereto, this 17th day of December, 1981.

Signed in the presence of:

Bradley Stinson
Cherise C. [unclear]
William [unclear]
John [unclear]

David R. Shepherd
David R. Shepherd
Cheryl D. Shepherd
Cheryl D. Shepherd

State of Ohio)
) ss:
Summit County)

Before me, a Notary Public in and for said County and State, personally appeared David R. Shepherd and Cheryl D. Shepherd, who, having been first duly sworn, acknowledged that they did execute the foregoing instrument and that the same is their free act and deed.

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

Joan C. Trier Joan C. Trier
Notary Public My Comm. Exp 12-9-86

CONSENT OF MORTGAGEE

The undersigned, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF AKRON, is mortgagee of premises described in the within Declaration of Condominium Ownership of Pine Mill Ridge Condominium Estates No. 1 by virtue of a Mortgage Deed recorded in Mortgage Records of the Recorder of Summit County, Ohio, in Vol. 6456, p. 851; Vol. 6537, p. 759; and Instrument #58538.

The undersigned hereby consents to the execution and delivery of the foregoing Declaration of Condominium Ownership, with the Drawings attached as exhibits thereto, and to the filing thereof in the Office of the County Recorder of Summit County, Ohio, and further, subjects said Mortgage Deed to the foregoing Declaration of Condominium Ownership, with the Drawings attached as exhibits thereto, and to the provisions of Chapter 5311 of the Ohio Revised Code.

Signed in the presence of:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF AKRON

Brenda Haught
Debbie Bakos

By: Debbie Bakos
Debbie Bakos, Ass't Secretary

STATE OF OHIO)
) ss:
SUMMIT COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared the above named FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF AKRON, an Ohio corporation, by Debbie Bakos, its Ass't Secretary who acknowledged that he did sign the foregoing Consent of Mortgage and that the same is the free act and deed of said Corporation and the free act and deed of him individually and as such Officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Akron, Ohio, this 18th day of December, 1981.

BRENDA HAUGHT, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires Apr. 30, 1986

Brenda Haught
Notary Public

THIS INSTRUMENT PREPARED BY:

Patrick J. Neman, of
Neman & Graves Co., L.P.A.
730 West Market Street
Akron, Ohio 44303

Dated: December 17, 1981.

EXHIBIT "A"
PINE MILL RIDGE CONDOMINIUM ESTATES NO. 1
LEGAL DESCRIPTION

Situated in the Township of Northampton, the County of Summit and the State of Ohio and known as being a part of Old Lot 38 in said Township and more fully described as follows:

Beginning at an iron pipe at the southwest corner of said Lot 38, said iron pipe also being the P.I. of a centerline curve on Northampton Road (60') (C.H. 27); thence N 26° 24' 21" E along the centerline tangent and the centerline of said Northampton Road, 381.42 feet to a point; thence continuing along said road centerline following a curve to the left, 125.20 feet to a point at the centerline intersection of proposed Meredith Lane (50'), said curve having a central angle of 31° 18' 00", a radius of 229.18 feet, a tangent of 64.20 feet and a chord of 123.65 feet on a bearing of N 10° 45' 21" E; thence N 85° 06' 21" E along the centerline of proposed Meredith Lane, 121.21 feet to a monument in said centerline; thence along said proposed centerline following a curve to the left 265.36 feet to a point, said curve having a central angle of 40° 57' 02", a radius of 371.28 feet, a tangent of 138.63 feet and a chord of 259.75 feet on a bearing of N 64° 37' 50" E; thence N 45° 50' 41" W, 25.00 feet to an iron pipe and the true place of beginning;

Thence in a southwesterly direction following a curve to the right along the northerly right-of-way of said Meredith Lane 247.49 feet to an iron pipe, said curve having a central angle of 40° 57' 02", a radius of 346.28 feet, a tangent of 129.30 feet and a chord of 242.26 feet on a bearing of S 64° 37' 50" W;

Thence S 85° 06' 21" W continuing along said northerly right-of-way line, 19.04 feet to an iron pipe;

Thence following a curve to the right along said proposed right-of-way line 106.19 feet to an iron pipe on the northeasterly right-of-way line of said Northampton Road, said curve having a central angle of 71° 39' 00", a radius of 84.92 feet, a tangent of 61.30 feet and a chord of 99.41 feet on a bearing of N 59° 04' 09" W;

Thence N 23° 14' 39" W along the northeasterly right-of-way line of Northampton Road, 84.00 feet to an iron pipe;

Thence continuing along said northeasterly right-of-way line of Northampton Road following a curve to the left, 62.37 feet to an iron pipe, said curve having a central angle of 22° 00' 55", a radius of 162.32 feet, a tangent of 31.57 feet and a chord of 61.99 feet on a bearing of N 34° 15' 06.5" W;

Thence N 67° 20' 21" E, 247.22 feet to an iron pipe;

Thence S 49° 54' 51" E, 134.36 feet to a drill hole;

Thence S 05° 42' 45" W, 22.29 feet to a drill hole;

Thence S 45° 50' 41" E, 87.06 feet to the true place of beginning and containing 1.5146 acres of land as surveyed by Charles J. Messmore, Registered Surveyor in October, 1981, but subject to all legal roads, highways, and easements of record.

EXHIBIT "D"

Percentage of Interest

<u>Unit Price</u>	<u>Unit Number</u>	<u>Percentage of Interest Per Unit</u>
\$42,500.00	1A, 2A	.0530
\$54,900.00	2C, 2D, 2E, 3B, 3C, 3D, 3E, 3F	.0685
\$55,400.00	2B, 2F, 3A, 3G	.0691
\$55,900.00	2G	.0696

\$42,500. x 2 = 85,000.

\$54,900. x 8 = 439,200.

\$55,400. x 4 = 221,600.

\$55,900. x 1 = 55,900.

TOTAL PRICE...\$801,700.

EXHIBIT "E"

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS:

THAT we, David R. Shepherd and Cheryl D. Shepherd, the Grantors, hereby grant to the Pine Mill Ridge Condominium Estates No. 1 Unit Owners' Association, Inc., the Grantee, an easement for telephone lines and an easement-of-way for the maintenance of said lines, in common with Grantors, their successors and assigns, as follows:

Situated in the Township of Northampton, the County of Summit, and the State of Ohio and known as being a part of Old Lot 38 in said Township and more fully described as follows:

Beginning at an iron pipe at the southwest corner of said Lot 38, said iron pipe also being the P.I. of a centerline curve on Northampton Road (60') (C.H. 27); thence N 26° 24' 21" E along the centerline tangent and the centerline of said Northampton Road, 381.42 feet to a point; thence continuing along said road centerline following a curve to the left, 125.20 feet to a point at the centerline intersection of proposed Meredith Lane (50'), said curve having a central angle of 31° 18' 00", a radius of 229.18 feet, a tangent of 64.20 feet and a chord of 123.65 feet on a bearing of N 10° 45' 21" E; thence N 85° 06' 21" E along the centerline of proposed Meredith Lane, 121.21 feet to a monument in said centerline; thence along said proposed centerline following a curve to the left 265.36 feet to a point, said curve having a central angle of 40° 57' 02", a radius of 371.28 feet, a tangent of 138.63 feet and a chord of 259.75 feet on a bearing of N 64° 37' 50" E; thence N 45° 50' 41" W, 96.31 feet to the true place of beginning;

Thence continuing N 45° 50' 41" W, 10.01 feet to a point;

Thence N 41° 33' 37" E, 117.83 feet to a point;

Thence S 52° 41' 23" E, 31.34 feet to a point;

Thence S 86° 56' 23" E, 51.69 feet to a point on the northerly right-of-way line of proposed Meredith Lane;

Thence in southwesterly direction along said northerly right-of-way line following a curve to the left 12.79 feet to a point, said curve having a central angle of 01° 30' 01", a radius of 488.33 feet, a tangent of 6.39 feet and a chord of 12.79 feet on a bearing of S 42° 08' 54.5" W;

Thence N 86° 56' 23" W, 46.82 feet to a point;

Thence N 52° 41' 23" W, 25.00 feet to a point;

Thence S 41° 33' 37" W, 109.00 feet to the true place of beginning and containing 0.0437 acres of land as determined by Charles J. Messmore, Registered Surveyor, in October, 1981, but subject to all legal roads, highways and other easements of record.

IN WITNESS WHEREOF, we have hereunto set our hand this

17th day of December 198 1.

Signed in the presence of:

Bruce C. Stinson
Charles C. Anderson
Richard J. Smith
John J. Smith

David R. Shepherd
David R. Shepherd

Cheryl D. Shepherd
Cheryl D. Shepherd

State of Ohio)
) ss:
County of Summit }

Before me, a Notary Public in and for said County and State, personally appeared the above-named David R. Shepherd and Cheryl D. Shepherd, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal, at Akron, Ohio, this 17th day of December 198 1.

Joan C. Trier Joan C. Trier
Notary Public My Comm exp. 12-9-86

EXHIBIT "F"

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS:

THAT we, David R. Shepherd and Cheryl D. Shepherd, the Grantors, hereby grant to the Pine Mill Ridge Condominium Estates No. 1 Unit Owners' Association, Inc., the Grantee, an easement for sanitary sewer and an easement-of-way for the purpose of maintenance of said sewer, in common with Grantors, their successors and assigns, as follows:

Situated in the Township of Northampton, the County of Summit and the State of Ohio and known as being a part of Old Lot 38 in said Township and more fully described as follows:

Beginning at an iron pipe at the southwest corner of said Lot 38, said iron pipe also being the P.I. of a centerline curve on Northampton Road (60') (C.H. 27); thence N 26° 24' 21" E along the centerline tangent and the centerline of said Northampton Road, 381.42 feet to a point; thence continuing along said road centerline following a curve to the left, 125.20 feet to a point at the centerline intersection of proposed Meredith Lane (50'), said curve having a central angle of 31° 18' 00", a radius of 229.18 feet, a tangent of 64.20 feet and a chord of 123.65 feet on a bearing of N 10° 45' 21" E; thence N 85° 06' 21" E along the centerline of proposed Meredith Lane, 121.21 feet to a monument in said centerline; thence along said proposed centerline following a curve to the left 265.36 feet to a point, said curve having a central angle of 40° 57' 02", a radius of 371.28 feet, a tangent of 138.63 feet and a chord of 259.75 feet on a bearing of N 64° 37' 50" E; thence N 45° 50' 41" W, 112.06 feet to a drill hole, thence N 05° 42' 45" E, 22.29 feet to a drill hole; thence N 49° 54' 51" W, 45.65 feet to the true place of beginning;

Thence continuing N 49° 54' 51" W, 20.00 feet to a point;

Thence N 40° 05' 09" E, 5.54 feet to a point;

Thence N 11° 13' 07" E, 86.12 feet to a point;

Thence N 41° 19' 47" E, 107.62 feet to a point;

Thence N 88° 56' 42" E, 27.08 feet to a point;

Thence S 41° 19' 47" W, 120.49 feet to a point;

Thence S 11° 13' 07" W, 85.88 feet to a point;

Thence S 40° 05' 09" W, 10.68 feet to the true place of beginning and containing 0.0950 acres of land as determined by Charles J. Messmore, Registered Surveyor

in October, 1981, but subject to all legal roads, highways and other easements of record.

IN WITNESS WHEREOF, we have hereunto set our hand this
17th day of December 1981.

Signed in the presence of:

Bryce Lee Stearns
Cheryl D. Shepherd

David R. Shepherd
David R. Shepherd

John J. Smith
Patricia J. C.

Cheryl D. Shepherd
Cheryl D. Shepherd

State of Ohio)
) ss:
County of Summit)

Before me, a Notary Public in and for said County and State personally appeared the above-named David R. Shepherd and Cheryl D. Shepherd, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

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

Joan C. Trier Joan C. Trier
Notary Public My Comm. Exp. 12-4-86

EXHIBIT "G"

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS:

THAT the Pine Mill Ridge Condominium Estates No. 1 Unit Owners' Association, Inc., the Grantor, hereby grants to David R. Shepherd and Cheryl D. Shepherd, the Grantees, an easement for a storm sewer and an easement-of-way for the maintenance of same, in common with Grantor, its successors and assigns, as follows:

Situated in the Township of Northampton, the County of Summit and the State of Ohio and known as being a part of Old Lot 38 in said Township and more fully described as follows:

Beginning at an iron pipe at the southwest corner of said Lot 38, said iron pipe also being the P.I. of a centerline curve on Northampton Road (60') (C.H. 27); thence N 26° 24' 21" E along the centerline tangent and the centerline of said Northampton Road, 381.42 feet to a point; thence continuing along said road centerline following a curve to the left, 125.20 feet to a point at the centerline intersection of proposed Meredith Lane (50'), said curve having a central angle of 31° 18' 00", a radius of 229.18 feet, a tangent of 64.20 feet and a chord of 123.65 feet on a bearing of N 10° 45' 21" E; thence N 85° 06' 21" E along the centerline of proposed Meredith Lane, 121.21 feet to a monument in said centerline; thence along said proposed centerline following a curve to the left 265.36 feet to a point, said curve having a central angle of 40° 57' 02", a radius of 371.28 feet, a tangent of 138.63 feet and a chord of 259.75 feet on a bearing of N 64° 37' 50" E; thence N 45° 50' 41" W, 112.06 feet to a drill hole, thence N 05° 42' 45" E, 18.06 feet to the true place of beginning;

Thence N 77° 35' 58" W, 88.08 feet to a point;

Thence N 46° 39' 39" W, 79.44 feet to a point;

Thence N 67° 20' 21" E, 21.89 feet to a point;

Thence S 46° 39' 39" E, 65.00 feet to a point;

Thence S 77° 35' 58" E, 51.95 feet to a point;

Thence S 49° 54' 51" E, 34.00 feet to a drill hole;

Thence S 05° 42' 45" W, 4.23 feet to the true place of beginning and containing 0.0668 acres of land as determined by Charles J. Messmore, Registered Surveyor, in October, 1981, but subject to all legal roads, highways and easements of record.

IN WITNESS WHEREOF, we have hereunto set our hand this

17th day of December 1981.

Signed in the presence of:

PINE MILL RIDGE CONDOMINIUM
ESTATES NO. 1 UNIT OWNERS'
ASSOCIATION, INC.

Bradley Steinhilber
Cheryl D. Shepherd

By: David R. Shepherd
David R. Shepherd, President

Cheryl D. Shepherd
Cheryl D. Shepherd

By: Cheryl D. Shepherd
Cheryl D. Shepherd, Secretary

State of Ohio)
)ss:
County of Summit)

Before me, a Notary Public in and for said County and State, personally appeared the above named Pine Mill Ridge Condominium Estates No. 1 Unit Owners' Association, Inc., by David R. Shepherd, its President, and Cheryl D. Shepherd, its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed as such officers and individually.

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

Jean C. Trier Jean C. Trier
Notary Public My Comm exp. 12-9-86

EXHIBIT "H"

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS:

THAT the Pine Mill Ridge Condominium Estates No. 1 Unit Owners' Association, Inc., the Grantor, hereby grants to David R. Shepherd and Cheryl D. Shepherd, the Grantees, an easement for the purpose of electric lines and an easement-of-way for the maintenance of same, in common with the Grantor, its successors and assigns, as follows:

Situated in the Township of Northampton, the County of Summit and the State of Ohio and known as being a part of Old Lot 38 in said Township and more fully described as follows:

Beginning at an iron pipe at the southwest corner of said Lot 38, said iron pipe also being the P.I. of a centerline curve on Northampton Road (60') (C.H. 27), thence N 26° 24' 21" E along the centerline tangent and the centerline of said Northampton Road, 381.42 feet to a point; thence continuing along said road centerline following a curve to the left, 198.60 feet to a point, said curve having a central angle of 49° 39' 00", a radius of 229.18 feet, a tangent of 106.02 feet and a chord of 192.44 feet on a bearing of N 01° 34' 51" E; thence N 23° 14' 39" W continuing along said centerline, 84.00 feet to a point; thence continuing along said centerline following a curve to the left, 9.92 feet to a point, said curve having a central angle of 04° 27' 48", a radius of 127.32 feet, a tangent of 4.96 feet and a chord of 9.92 feet on a bearing of N 25° 28' 33" W; thence N 62° 17' 33" E, 35.00 feet to the true place of beginning;

Thence in a northwesterly direction following a curve to the left, 49.72 feet to an iron pipe, said curve having a central angle of 17° 33' 07", a radius of 162.32 feet, a tangent of 25.06 feet, and a chord of 49.53 feet on a bearing of N 36° 29' 00.5" W;

Thence N 67° 20' 21" E, 165.00 feet to a point;

Thence S 54° 50' 21" W, 111.00 feet to a point;

Thence S 39° 05' 21" W, 50.86 feet to the true place of beginning and containing 0.0720 acres of land as determined by Charles J. Messmore, Registered Surveyor in October, 1981, but subject to all legal roads, highways and other easements of record.

IN WITNESS WHEREOF, we have hereunto set our hand this

17th day of December 1981.

Signed in the presence of:

PINE MILL RIDGE CONDOMINIUM
ESTATES NO. 1 UNIT OWNERS'
ASSOCIATION, INC.

Brendley Steward
Chasman Chapman

By: David R. Shepherd
David R. Shepherd, President

Cheryl D. Shepherd
Galvick J. ...

By: Cheryl D. Shepherd
Cheryl D. Shepherd, Secretary

State of Ohio)
)ss:
County of Summit)

Before me, a Notary Public in and for said County and State, personally appeared the above named Pine Mill Ridge Condominium Estates No. 1 Unit Owners' Association, Inc., by David R. Shepherd, its President, and Cheryl D. Shepherd, its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed as such officers and individually.

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

Jean C. Trier Jean C. Trier
Notary Public My Comm. exp. 12-9-86

EXHIBIT "I"

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS:

THAT the Pine Mill Ridge Condominium Estates No. 1 Unit Owners' Association, Inc., the Grantor, hereby grants to David R. Shepherd and Cheryl D. Shepherd, the Grantees, an easement for a water well and water and an easement-of-way for operating and maintaining same, as follows:

Situated in the Township of Northampton, the County of Summit and the State of Ohio and known as being a part of Old Lot 38 in said Township and more fully described as follows:

Beginning at an iron pipe at the southwest corner of said Lot 38, said iron pipe also being the P.I. of a centerline curve on Northampton Road (60') (C.H. 27); thence N 26° 24' 21" E along the centerline tangent and the centerline of said Northampton Road, 381.42 feet to a point; thence continuing along said road centerline following a curve to the left, 125.20 feet to a point at the centerline intersection of proposed Meredith Lane (50'), said curve having a central angle of 31° 18' 00", a radius of 229.18 feet, a tangent of 64.20 feet and a chord of 123.65 feet on a bearing of N 10° 45' 21" E; thence N 85° 06' 21" E along the centerline of proposed Meredith Lane, 121.21 feet to a monument in said centerline; thence along said proposed centerline following a curve to the left 265.36 feet to a point, said curve having a central angle of 40° 57' 02", a radius of 371.28 feet, a tangent of 138.63 feet and a chord of 259.75 feet on a bearing of N 64° 37' 50" E; thence N 45° 50' 41" W, 86.31 feet to the true place of beginning;

Thence S 44° 09' 19" W, 100.00 feet to a point;

Thence N 45° 50' 41" W, 20.00 feet to a point;

Thence N 44° 09' 19" E, 100.00 feet to a point;

Thence S 45° 50' 41" E, 20.00 feet to the true place of beginning and containing 0.0459 acres of land as determined by Charles J. Messmore, Registered Surveyor, in October, 1981, but subject to all legal roads, highways and other easements of record.

IN WITNESS WHEREOF, we have hereunto set our hand this

17th day of December 1981.

Signed in the presence of:

PINE MILL RIDGE CONDOMINIUM
ESTATES NO. 1 UNIT OWNERS'
ASSOCIATION, INC.

Bryndley Stephens
Cheryl D. Shepherd
David R. Shepherd
Cheryl D. Shepherd

By: David R. Shepherd
David R. Shepherd, President

By: Cheryl D. Shepherd
Cheryl D. Shepherd, Secretary

State of Ohio)
)ss:
County of Summit)

Before me, a Notary Public in and for said County and State,
personally appeared the above named Pine Mill Ridge Condominium
Estates No. 1 Unit Owners' Association, Inc., by David R. Shepherd,
its President, and Cheryl D. Shepherd, its Secretary, who acknowledged
that they did sign the foregoing instrument and that the same is
their free act and deed as such officers and individually.

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

Joan C. Trier Joan C. Trier
Notary Public My Comm exp 12-9-86

EXHIBIT "J"

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS:

THAT the Pine Mill Ridge Condominium Estates No. 1 Unit Owners' Association, Inc., the Grantor, hereby grants to David R. Shepherd and Cheryl D. Shepherd, the Grantees, an easement-of-way for purposes of ingress and egress and driveway, in common with Grantor, its successors and assigns, as follows:

Situated in the Township of Northampton, the County of Summit, and the State of Ohio and known as being a part of Old Lot 38 in said Township and more fully described as follows:

Beginning at an iron pipe at the southwest corner of said Lot 38, said iron pipe also being the P.I. of a centerline curve on Northampton Road (60') (C.H. 27); thence N 26° 24' 21" E along the centerline tangent and the centerline of said Northampton Road, 381.42 feet to a point; thence continuing along said road centerline following a curve to the left, 125.20 feet to a point at the centerline intersection of proposed Meredith Lane (50'), said curve having a central angle of 31° 18' 00", a radius of 229.18 feet, a tangent of 64.20 feet and a chord of 123.65 feet on a bearing of N 10° 45' 21" E; thence N 85° 06' 21" E along the centerline of proposed Meredith Lane, 121.21 feet to a monument in said centerline; thence along said proposed centerline following a curve to the left 265.36 feet to a point, said curve having a central angle of 40° 57' 02", a radius of 371.28 feet, a tangent of 138.63 feet and a chord of 259.75 feet on a bearing of N 64° 37' 50" E; thence N 45° 50' 41" W, 25.00 feet to an iron pipe and the true place of beginning;

Thence in a southwesterly direction following a curve to the right along the northerly right-of-way line of proposed Meredith Lane, 33.89 feet to a point, said curve having a central angle of 05° 36' 28", a radius of 346.28 feet, a tangent of 16.96 feet and a chord of 33.88 feet on a bearing of S 46° 57' 33" W;

Thence N 40° 14' 13" W, 89.87 feet to a point;

Thence N 41° 33' 37" E, 32.00 feet to a point;

Thence S 05° 42' 45" W, 8.83 feet to a drill hole;

Thence S 45° 50' 41" E, 87.06 feet to the true place of beginning and containing 0.0622 acres of land as determined by Charles J. Messmore, Registered Surveyor, in October, 1981, but subject to all legal roads, highways and other easements of record.

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IN WITNESS WHEREOF, we have hereunto set our hand this

17 day of December 1981.

Signed in the presence of:

PINE MILL RIDGE CONDOMINIUM
ESTATES NO. 1 UNIT OWNERS'
ASSOCIATION, INC.

Bradley Steward
Clara Carlson
Cheryl D. Shepherd
Patrick D. ...

By: David R. Shepherd
David R. Shepherd, President

By: Cheryl D. Shepherd
Cheryl D. Shepherd, Secretary

State of Ohio)
)ss:
County of Summit)

Before me, a Notary Public in and for said County and State,
personally appeared the above named Pine Mill Ridge Condominium
Estates No. 1 Unit Owners' Association, Inc., by David R. Shepherd,
its President, and Cheryl D. Shepherd, its Secretary, who acknowledged
that they did sign the foregoing instrument and that the same is
their free act and deed as such officers and individually.

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

Joan C. Trier Joan C. Trier
Notary Public My Comm. exp. 12-9-86