

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

BLAIR HOUSE CONDOMINIUM

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BLAIR HOUSE CONDOMINIUM

AKRON, OHIO

DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Declaration, together with Drawings and By-Laws attached as Exhibits thereto were filed in the Office of the County Auditor, Summit County, Ohio, on _____, 1973.

County Auditor

By _____

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DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

BLAIR HOUSE CONDOMINIUM

BLAIR HOUSE PROPERTIES, A Partnership, ("DECLARANT"), being the owner of the Condominium Property hereinafter described, makes the following declarations:

1. DEFINITIONS

Whenever used herein, in the Bylaws, and in any amendments or supplements hereto, unless the context otherwise requires:

(a) "ASSESSMENT" means the determination of the share of common expenses and other charges which from time to time shall be payable by each Unit Owner. "Other charges" shall include, without limitation, the costs, expenses and charges for repairs and replacements made by the Association which were the obligation or responsibility of the Unit Owner to make, any special charges made by the Association to the Unit Owner for special services rendered to the Unit Owner or his Ownership Interest and for special or extraordinary uses or consumptions attributable to such Unit Owner or his Ownership Interest, damages resulting from the failure of the Unit Owner or any occupant of the Unit to comply with any of covenants, conditions, obligations or restrictions contained in this Declaration or the Bylaws, or with any of the Rules and the costs of any action to obtain injunctive relief against such noncompliance, any other charges or assessments permitted by this Declaration or the Bylaws to be made against the Unit Owner or his Ownership Interest, interest upon each assessment and charge at the highest legal rate which may be charged to an individual without being usurious (but in no event higher than eight per cent per annum) from the date the assessment or charge first comes due to the date it is paid in full, and the reasonable costs of collection of any unpaid assessments and charges (including court costs and reasonable attorneys' fees).

(b) "ASSOCIATION" means BLAIR HOUSE CONDOMINIUM, INC., a nonprofit corporation to be formed under Chapter 1702 of the Ohio Revised Code, being the entity responsible for the operation of the Condominium and consisting of all of the Unit Owners existing from time to time.

(c) "BOARD" means the Board of Managers of the Association as the same may be constituted from time to time.

(d) "BYLAWS" means the Bylaws of the Association, an executed copy of which is annexed hereto as EXHIBIT B and made a part hereof.

(e) "BUILDING" means that part of the Condominium Property constituting the building, described generally in Paragraph 4 (b) hereof.

(f) "CHAPTER 5311" means Chapter 5311 of the Ohio Revised Code, as the same may be amended or supplemented from time to time.

(g) "COMMON AREAS AND FACILITIES" means all of the Condominium Property except the Units. The Common Areas and Facilities shall include the tangible personal property existing for the common use, enjoyment, or safety of the Unit Owners, such as decorations, furnishings, furniture, recreational facilities and equipment, and equipment, tools and supplies required for the maintenance of the Common Areas and Facilities even though owned by the Association.

(h) "COMMON EXPENSES" means those expenses designated as Common Expenses in Chapter 5311, in this Declaration, and in the Bylaws, or in any one or more of such documents, including, without limitation, the following:

(i) All sums lawfully assessed against the Unit Owners by the Association;

(ii) Expenses, rentals, charges, payments and obligations of the Association incurred in the use, administration, maintenance, repair and replacement of the Common Areas and Facilities;

(iii) Expenses, charges and costs of utility services furnished to the Common Areas and Facilities, the Units, and the Unit Owners, or to any one or more of them, which are charged to or initially paid for by the Association; and

(iv) All other expenses determined from time to time to be Common Expenses by the Association.

(i) "COMMON PROFITS" means the amount by which the total rents, profits, receipts, and revenues from the Common Areas and Facilities for a calendar year exceed the Common Expenses for the same calendar year.

(j) "CONDOMINIUM" means the Condominium Property, the relationships therein, the form of ownership thereof, and the Association.

(k) "CONDOMINIUM PROPERTY" means the Land, together with the Building and all improvements thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners.

(l) "DECLARATION" means this instrument and all of the Exhibits and attachments hereto, as originally executed, or, if amended as herein provided, as so amended.

(m) "DRAWINGS" means the drawings prepared and certified by Walter W. Dobbins, Registered Surveyor No. 103 and by Keeva J. Kekst, Architect, in accordance with Section 5311.07 of the Ohio Revised Code, relating to the Condominium Property, which Drawings are marked and identified as BLAIR HOUSE, PORTAGE PATH ROAD, AKRON, OHIO, NOS. 1 through 18 and are incorporated herein by reference.

(n) "EXCLUSIVE USE AREAS" means those parts of the Common Areas and Facilities, other than Limited Common Areas and Facilities, reserved for use of a certain Unit or Units to the exclusion of other Units and such other parts or spaces as may be designated by the Association from time to time for uses designated by the Association, all as more specifically described in Subparagraph (e) of Paragraph 7 hereof.

(o) "LAND" means the land described on ATTACHMENT 1, attached hereto.

(p) "LIMITED COMMON AREAS AND FACILITIES" means those parts of the Common Areas and Facilities reserved for the use of a certain Unit to the exclusion of all other Units and more specifically described in Subparagraph (d) of Paragraph 7 hereof.

(q) "OCCUPANT" means the person or persons in possession of a Unit.

(r) "OWNERSHIP INTEREST" means the fee simple title interest in a Unit and the undivided percentage interest in the Common Areas and Facilities appertaining thereto. A ninety-nine year leasehold estate, renewable forever, shall be deemed to be a fee simple interest.

(s) "PERSON" means a human being and a corporation, partnership, trust and any other legal entity to which the law attributes the capacity of having rights and duties.

(t) "RULES" means such rules and regulations governing the operation and use of the Condominium Property or any portion thereof as may be adopted by the Association or the Board from time to time.

(u) "UNIT" means that part of the Condominium Property described in Paragraph 6 hereof. A Unit is designated by the term "Suite" or the Drawings.

(v) "UNIT OWNER" means the person or persons owning the fee simple estate in a Unit and an undivided percentage interest in the Common Areas and Facilities, excluding, however, (i) those persons having such interest merely as security for the performance of an obligation, and (ii) those persons having a leasehold estate other than a ninety-nine year leasehold, renewable forever.

2. SUBMISSION OF CONDOMINIUM PROPERTY TO CHAPTER 5311

Declarant hereby submits the Condominium Property to the provisions of Chapter 5311.

3. NAME

The Condominium Property shall be known as "BLAIR HOUSE CONDOMINIUM".

4. DESCRIPTION OF CONDOMINIUM PROPERTY

(a) The Condominium Property consists of the Land, together with the Building and all other improvements thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners.

(b) (i) The Building is a structure constructed principally of concrete, concrete block, brick and steel. It has five (5) stories of Units commencing at ground level and a one (1) story garage with one hundred five (105) automobile parking spaces which is a part of the Building located on the easterly side and a solarium located on the roof. The Building contains seventy-six (76) Units and an apartment for a superintendent which is an Exclusive Use Area of the Common Areas and Facilities.

(ii) THE FIRST FLOOR of the Building contains twelve (12) Units designated Numbers 101 through 111 and Number 113 and Common Areas and Facilities. In addition to the foregoing Units, the First Floor contains a suite designated Number 112 which is the Superintendent's Suite and an Exclusive Use Area of the Common Areas and Facilities.

(A) At the extreme westerly end is the main Building entrance which opens into a vestibule. The vestibule then opens into the main lobby.

(B) The lobby opens into a hallway system comprised of three parts, a central hallway starting at the lobby and running along an east-west line substantially in the center of and running the length of the Building and ending at the wall which divides the portion of the Building containing the Units from the garage. At each end of the central hallway and substantially perpendicular to the central hallway, running generally north-south through the Building wings at each end, are two hallways. Each of the end hallways run for approximately equal lengths on each side of the central hallway.

(C) There are two elevators, one facing the west end hallway and located on the northwest juncture of the central and west end hallways, and the other facing the east end hallway on the southeast juncture of the central and east end hallway.

(D) Adjacent to each elevator and facing upon the central hallway is a laundry room for use by the Unit owners on the first floor.

(E) There are two locker rooms, one at the southeast juncture of the central and west end hallways and opening onto the west end hallway, and the other situated at the northwest juncture of the central and east end hallways and opening onto the east end hallway.

(F) There are four stairwells containing stairs to all upper floors. Two stairwells are situated off the west side of the west end hallway; one approximately midway between the central hallway and the south end of the west end hallway, and one approximately midway between the central hallway and the north end of the west end hallway. Two stairwells are situated off the east side of the east end hallway; one approximately midway between the central hallway and the south end of the east end hallway and one approximately midway between the central hallway and the north end of the east end hallway.

(G) Adjacent to each elevator and opening on each end hallway is a janitorial room, each containing a paper chute for the disposal of waste paper from upper floors.

(H) At the mid-point of the western wall of the east end hallway is an entrance into the garage. On either side of said entrance are maintenance rooms for storage and use in maintaining the Common Areas and the Building.

(I) At the extreme northern end of and on the eastern side of and opening onto the east end hallway is a heater and incinerator room for use in servicing the Building.

(J) All of the foregoing comprise the first floor of the portion of the Building containing all of the Units. Adjacent thereto and east of said portion is the garage containing one hundred five (105) parking spaces. The garage contains two rooms with a door giving access to each through a common dividing wall. There are three automobile entrances through electrically operated doors in the south perimeter wall. The room closest to the portion of the Building containing the Units contains a car wash rack and an area for tool storage. Adjacent to the west wall is a building office, delivery room, a men's and women's lavatory, a tool and supply room and a main power room. On the north wall are two fire exits. Parking space No. 65 is left vacant to provide access to the washrooms and parking spaces Nos. 96 and 97 are used for storage.

(K) Units numbered 101, 102, 106, 107 and 111 all have adjacent patios accessible from each Unit through sliding glass doors.

(iii) (A) The second, third, fourth and fifth floors contain Common Areas and Facilities substantially similar in size, location and use as the First Floor except for the superintendent's suite, and there is no vestibule entrance and lobby, no heater and incinerator room and no maintenance rooms, all of which are replaced by Units.

(B) In the easterly side of the east end hallway opposite the central hallway on the Second Floor is a doorway which leads to a garden area located upon the garage roof.

(C) The Second Floor has 16 Units numbered 201 through 216. Units 208, 209 and 210 have patios and Units numbered 201, 202, 203, 207, 211, 215 and 216 have balconies, each accessible to its respective Unit through sliding glass doors.

(D) The Third, Fourth and Fifth Floors each contain 16 Units numbered 301 through 316, 401 through 416 and 501 through 516, respectively. Units 301, 302, 303, 307, 308, 309, 310, 311, 312, 315, 316, 401, 402, 403, 407, 408, 409, 410, 411, 415, 416, 501, 502, 503, 507, 508, 509, 510, 511, 515 and 516, all have adjacent balconies accessible to its respective Unit by sliding glass doors.

(iv) On the roof of the Building on the westerly side is a party room, two washrooms and a kitchen. There is a balcony accessible through sliding glass doors.

(v) Units numbers ⁴⁰¹402 and 403 have been combined and Units numbers 412 and 413 have been combined so that each combination constitutes a single dwelling unit. The owners of each double unit thus created may divide them into the original units without consent of the Association or of other unit owners so long as the division is made in accordance with the drawings attached hereto, and so long as all necessary plumbing, heating, ventilating and electrical facilities are also properly provided for each of the separate units.

5. DIVISION OF CONDOMINIUM PROPERTY

The Condominium Property is hereby divided into seventy-six (76) separately designated and legally described freehold estates, herein described and referred to as "Units", and one (1) freehold estate, herein described and referred to as the "Common Areas and Facilities".

6. UNITS

Each of the seventy-six (76) Units shall consist of all of the space bounded by the horizontal and vertical planes formed by the respective undecorated interior surfaces of the perimeter walls, floors and ceilings of each such Unit, projected, where necessary, by reason of openings for doors, windows, ducts, plumbing, and conduits and by reason of structural divisions, supports and interior partitions, to form a complete enclosure of space with respect to each Unit, and including, without limitation, the following:

(a) The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile, paneling, and any other finishing materials applied to said perimeter walls, floors and ceilings, floor coverings, and the finishing materials and coverings applied to the interior walls, floors and ceilings;

(b) The receptacle and switch plates and covers, grills, vent covers, registers, and other coverings of space, light fixtures, and control knobs, within the bounds of a Unit and which serve only the Unit;

(c) All non-structural interior walls (other than walls separating Units) and all space between interior walls, including the space occupied by structural and component parts of the building and by utility pipes, wires and conduits within the bounds of a Unit; and

(d) Without limiting the foregoing, all space occupied by any Common Areas and Facilities located within the bounds of a Unit;

but excepting therefrom all of the following items (which, to the extent they are Limited Common Areas and Facilities as defined in Paragraph 7(d), are to be used and enjoyed by the Occupant of the Unit in or to which they are appurtenant) presently located and which may hereafter be located or relocated, in the reasonable discretion of the Association, within the bounds of the Unit as defined above:

(A) All walls, floors and ceilings separating or delineating Units, except the decorated surfaces thereof;

(B) All doors, door frames, windows (and the glass and frames constituting windows), and window sashes, affixed to the perimeter walls, floors, and ceilings of a Unit, which are hereby declared to be parts of said walls, floors and ceilings;

(C) All structural portions of the building, lying within the bounds of a Unit;

(D) All heating, cooling and ventilating equipment, even though located within and serving only one Unit, and all parts, installations, and appurtenances thereto, including the thermostats and control devices;

(E) All plumbing, electric, heating, cooling, ventilating and other utility or service lines, pipes, ducts, wires, plugs, outlets, conduits, and valves existing within a Unit to their place of connection to the toilets, sinks, valves, registers, grills, outlets, light fixtures, appliances, and receptacles within a Unit and/or to their tap, plug or shut-off valve within a Unit; and all such lines, pipes, ducts, wires, plugs, outlets, conduits, and valves which serve or may serve more than one Unit or the Common Areas and Facilities;

(F) The valves, plugs, and switches at the end of any lines, pipes, and wires which constitute Common Facilities; and

(G) Without limiting the foregoing, all Common Areas and Facilities and Limited Common Areas and Facilities located within the bounds of a Unit.

The number of rooms each Unit has, its general location, and the number of square feet of floor area in each Unit is described on ATTACHMENT 2, attached hereto. The dimensions, layouts and descriptions of all Units are shown graphically on the Drawings.

7. COMMON AREAS AND FACILITIES

(a) Description

The Common Areas and Facilities are all of the Condominium Property except the Units. Without limiting the generality of the foregoing, the Common Areas and Facilities include the following, whether or not located within the bounds of a Unit:

(i) the foundations, columns, girders, beams, supports, supporting walls, roofs, halls, corridors, lobbies, patios, balconies, stairs, stairways, entrances and exits of the Building;

(ii) the yards, gardens, trees, lawns, surface parking areas, roads, walks, and pavement;

(iii) the garage;

(iv) the heating, cooling, and ventilating units and all parts, ducts, and installations related thereto for each Unit (although these are Common Areas and Facilities, each is reserved for the use of a certain Unit to which it is appurtenant to the exclusion of other Units and as such these are Limited Common Areas and Facilities as hereinafter described);

(v) installations of central services such as power, light, gas, hot and cold water, heat and air conditioning for Common Areas, and incinerating, elevator shafts, elevator cabs and equipment, the laundry rooms and their facilities on each floor, and all pipes, ducts, wires, conduits, fan coil units, receptacles, switches, grills, thermostats and control devices which are a part of or used in conjunction with any of the foregoing;

(vi)?

- (vii) the doors and windows in the perimeter walls of a Unit;
- (viii) all other parts of the Condominium Property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as Common Areas and Facilities in the Drawings;
- (ix) all repairs and replacements of any of the foregoing;
- (x) the superintendent's apartment on the first floor of the Building; and
- (xi) the solarium.

(b) Ownership of Common Areas and Facilities; Percentage of Interest.

The Common Areas and Facilities comprise, in the aggregate, a single freehold estate, shall be owned by the Unit Owners as tenants in common, and shall remain undivided. No action for partition of any part of the Common Areas and Facilities shall be maintainable, except as provided in Paragraphs 13 and 14 hereof and in Chapter 5311, nor may any Unit Owner otherwise waive or release any rights in the Common Areas and Facilities; provided, however, that if any Ownership Interest be owned by two or more co-owners as tenants in common or as joint tenants nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Ownership Interest as between such co-owners.

The percentage of undivided interest in the Common Areas and Facilities appertaining to each Unit and its owner, and the percentage of interest of each Unit in the Association for voting purposes, for the distribution of Common Profits, for the assessment and payment of Common Expenses, and for all other purposes is set forth on ATTACHMENT 2, attached hereto.

Each Unit Owner warrants by the acquisition or occupancy of his Unit that the percentage set forth in ATTACHMENT 2 opposite the designation of his Unit bears the same ratio to 100% as the fair value of his Unit at the date this Declaration was filed for record bore to the aggregate fair value of all Units having an interest in the Common Areas and Facilities at the date this Declaration was filed for record, and accordingly complies with Section 5311.04 of Chapter 5311.

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

(c) Use of Common Areas and Facilities.

(i) Except as otherwise limited and restricted herein, each Unit Owner shall have the right to use the Common Areas and Facilities, in accordance with the purposes for which they are intended, for all purposes incident to the use and occupancy of his Unit as a place of residence, including without limitation the non-exclusive easement, together with other Unit Owners, to use and enjoy the Common Areas and Facilities for ingress and egress

to and from the respective Units, and for such other uses as are permitted by this Declaration and the Bylaws, which rights shall be appurtenant to and run with his Unit; provided, however, that no person shall use the Common Areas and Facilities or any part thereof in such manner as to interfere with, restrict or impede the use thereof by others entitled to the use thereof or in any manner contrary to or not in accordance with this Declaration, the Bylaws, and the Rules.

(ii) The Association shall, subject to the provisions of this Declaration and the Bylaws, have the right but not the obligation, to promulgate rules and regulations limiting the use of the Common Areas and Facilities and governing the use of the Exclusive Use Areas.

(d) Limited Common Areas and Facilities and Use Thereof.

Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy to the exclusion of all others the Limited Common Areas and Facilities, defined in Paragraph 1(p) hereof, which are located within the bounds of his Unit or which serve only his Unit. The Limited Common Areas and Facilities with respect to each Unit (or group of Units) shall consist of such of the following as may be construed to be Common Areas and Facilities:

(i) all structural interior walls and one-half of any wall separating one Unit from the other, doors (including the entrance door to each Unit and all hardware attached thereto), floors, and ceilings located within the bounds of such Unit, excluding the structural and component parts thereof;

(ii) all glass and screens within window-and door frames within the perimeter walls of such Unit; and all doors, hinges, locks, latches and hardware within or on the perimeter walls of such Unit or on the Limited Common Areas and Facilities belonging to such Unit (such as locker compartments);

(iii) all ducts and plumbing, electrical and other fixtures, equipment and appurtenances, including heating, cooling and ventilating equipment and systems, thermostats and control devices, if any, located within the bounds of such Unit or located outside the bounds of a Unit but serving a particular Unit, and the structure (and space thereof), if any, located outside such Unit containing equipment serving only such Unit;

(iv) all gas, electric, water or other utility or service lines, pipes, wires and conduits located within the bounds of such Unit and which serve only such Unit;

(v) the balcony or patio which is adjacent to and serves only such Unit;

(vi) the parking space in the garage of the Building allocated to a particular Unit, which parking space is shown and designated on the Drawings by an appropriate notation referring to the Unit to which it is appurtenant and also the following numbered parking spaces which are governed by the provisions of Paragraph 20 below:

4, 6, 8, 9, 10, 14, 18, 19, 21, 22, 25, 27, 40, 41, 42, 46, 53, 60, 62, 73, 77, 78, 80, 81, 92, 102, 105, 112 and 115.

(vii) the storage compartments on the easterly and westerly ends of each floor allocated to a particular Unit; and

(viii) all other Common Areas and Facilities located within the bounds of such Unit and which serve only such Unit.

Each Unit Owner has the responsibility of maintaining the Limited Common Areas and Facilities appurtenant to his Unit as provided in parts (i), (ii), (iii) and (iv) of Paragraph 9(b).

(e) Exclusive Use Areas.

Each Unit Owner is hereby granted an exclusive but revocable license to use and enjoy such Exclusive Use Areas as the Association may allocate to such Unit Owners; upon and subject to such terms and conditions (including the payment of a fee therefor to the Association) as the Association may determine. Without hereby limiting the generality of the foregoing, and by way of example, the Exclusive Use Areas may be (but are not required to be) any outdoor parking spaces which may from time to time exist, additional storage compartments or spaces hereafter built or allocated, and the laundry rooms and the facilities in such rooms. The Association may, also, hereafter designate specific, clearly defined parts of the Common Areas and Facilities for a particular use or uses which serve the general welfare of all of the Unit Owners and are beneficial to the Condominium Property. The apartment reserved for a superintendent of the Building shall, at the time this Declaration is filed for record with the Summit County Recorder, be deemed to be an Exclusive Use Area. All such part or parts and the use thereof, including the superintendent's apartment, shall at all times be subject to such terms and conditions as may be promulgated by the Association, and shall at all times be subject to change and removal from the Exclusive Use Areas by the Association. Without limiting the generality of the foregoing, the Association may at any time and from time to time revoke any license granted hereunder and reassign the use of such areas in accordance with such Rules as it may establish from time to time. The Association may require that maintenance of any Exclusive Use Areas shall be the sole responsibility of the licensee and/or user thereof.

8. THE ASSOCIATION

(a) Creation and Membership

Declarant shall cause to be formed an Ohio non profit corporation to be called "BLAIR HOUSE CONDOMINIUM, INC." (the "Association"). Each Unit Owner, upon acquisition of title to a Unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Unit Ownership, at which time the new owner of such Unit shall automatically become a member of the Association.

(b) Board of Directors and Officers of Association

The Board of Directors and Officers of the Association elected as provided in the Bylaws shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, the Bylaws and this Declaration upon the Association, except as otherwise specifically provided.

(c) Service of Process

Service of summons or other process upon the Association may be made in accordance with the provisions of Ohio Revised Code, Section 5311.20, or, if the same shall not be applicable, in accordance with the provisions of Ohio Revised Code, Section 1702.06. The President, a Vice President, the Secretary or the Treasurer of the Association shall be designated by the Board as its Statutory Agent. The Statutory Agent so designated shall be a resident of the Condominium and an owner of one of its Units. Until such time as a Statutory Agent is designated, service may be made upon L. H. Williams, whose address is 1620 Standard Building, Cleveland, Ohio 44113. When and after the Association is lawfully constituted, the Statutory Agent thereof shall be the person to receive service of process, and his name and address (and that of each successor) shall be filed with the Ohio Secretary of State on such forms as are prescribed for the subsequent appointment of a Statutory Agent for an Ohio Corporation not for profit.

9. MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS

(a) Responsibilities and Rights of the Association

(i) Common Areas and Facilities. Except as otherwise expressly provided herein, the Association, at its expense, shall be responsible for the management, maintenance, repair, replacement, alteration and improvement of the Common Areas and Facilities.

(ii) Units (and Common Areas and Facilities in Units). Except as may otherwise be expressly provided herein the Association, at its expense, shall be responsible for the maintenance, repair, replacement, alteration and improvement of those parts of each Unit which contribute to the support of the Building, excluding, however, the surfaces of interior walls, ceiling and floors. In addition, the Association shall, except as provided in Subparagraph (b) below, of this Paragraph 9, maintain, repair, replace, alter and improve all conduits, ducts, plumbing, wiring, equipment, and other facilities for the furnishing of utility services which are used by or for or are common to two or more Units even though such facilities are located within the boundaries of a Unit. If a Unit or Limited Common Areas and Facilities appurtenant to a Unit becomes impaired, in a neglected state, or otherwise in need of repair or restoration, and if the Unit Owner thereof fails after notice from the Association to repair, restore or otherwise correct the condition, the Association may, but shall not be obligated to, repair, restore, or otherwise correct the condition. The Association shall charge and assess the cost and expense thereof to the Unit Owner who should have performed the work.

(iii) Delegation of Authority (Managing Agent). The Association may, but shall not [except as provided in part (iv) of this Subparagraph (a)] be required to, delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company. Such delegation may be evidenced by a management contract which shall provide for the duties to be performed by the managing agent and for the payment to the managing agent of a reasonable compensation as a Common Expense. Upon the expiration of each management agreement, the Association may renew said management agreement or enter into a different agreement with the same or a different managing agent, provided that no management agreement or agency or renewal thereof shall have a period longer than three years, and provided, further, that members of the Association entitled to exercise seventy-five per cent (75%) or more of the voting power of the Association may designate a different managing agent with whom the Association shall enter into an agreement after the end of the then existing management agreement. The powers of every managing agent may include the right to act as the exclusive broker for the sale or lease of units by all Unit Owners and to arrange for all necessary financing incident thereto. Such powers may further include exclusive concession rights to provide optional facilities and services to Unit Owners and Occupants, including, without limitation, washing, drying, dry-cleaning and similar facilities for the laundry rooms, car washing services in the garage, coin-operated vending machines, and the right to make agreements therefor.

(iv) Management Agreement with Sanford Construction Co. Promptly after this Declaration is filed for record with the Summit County Recorder, the Association or the Declarant on behalf of the Association and Sanford Construction Co. shall enter into the form of management agreement annexed hereto as ATTACHMENT 3. Said agreement has heretofore been approved by Sanford Construction Co. and Declarant shall cause said company to enter the agreement. In case of any conflict between the provisions of the management agreement and the provisions of Paragraph 9(a)(iii) hereof, the provisions of the management agreement shall control.

(b) Responsibilities of Unit Owners

The responsibility of each Unit Owner shall be as follows:

(i) Except as may be otherwise expressly provided herein, to maintain, repair and replace, at his expense, all Limited Common Areas and Facilities designated for his use, including all balconies, storage compartments, windows, doors, vestibules and entryways and all associated structures and fixtures therein which are appurtenant to his Unit, but excluding the parking space in the garage designated for his use, which parking space (except for trash and litter and damage thereto caused by the user thereof, which shall be kept clean and repaired by the Unit Owner thereof), shall be maintained by the Association.

(ii) To maintain, repair and replace all electric fixtures, utility pipes, conduits, and lines, faucets, shower heads, plugs,

connections and fixtures permanently affixed to the realty, and all heating, cooling and ventilating equipment, units and installations, and all ducts, controls, grills, filters, and parts thereof, located within such Unit or the Limited Common Areas and Facilities designated for the use of such Unit.

(iii) Except as otherwise may be expressly provided herein, to maintain, repair and replace at his expense all portions of his Unit, and all internal installations of such Unit such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any other utility service facilities located within the Unit boundaries or within or upon the Limited Common Areas and Facilities designated for his Unit.

(iv) To maintain, repair and replace all of the items described or referred to in parts (i), (ii) and (iii) of this Subparagraph (b) which may require maintenance, repair or replacement by reason of all breakage, damage, malfunctions and ordinary wear and tear of such items.

(v) To maintain, repair and replace at his expense all portions of the Condominium Property which may be damaged or destroyed by reason of his own act or neglect, the act or neglect of any Occupant of his Unit, or the act or neglect of any invitee, licensee or guest of such Owner or Occupant. Notwithstanding the foregoing obligation of the Unit Owner, the Association (or other Unit Owner in respect to his own Unit) may, but shall not be obligated to, repair and replace the property damaged or destroyed by reason of the act or neglect of a Unit Owner, an Occupant, or their invitee, licensee or guest, and charge and collect from such Unit Owner the cost and expense paid or incurred in making any such repair or replacement. If the repair or replacement is made by the Association, the cost and expense thereof shall be a lien against the Unit Owner's Ownership Interest which the Association may assert and collect in the same manner as the Association may assert and collect a lien against a Unit Owner's Ownership Interest for non-payment of his share of assessments for Common Expenses. The right herein of the Association to assert and collect upon a lien shall not be exclusive, but shall be in addition to all other rights and remedies available to the Association, herein, in law and in equity for recovery of the cost and expense so incurred.

(vi) To perform his responsibilities in such manner so as not to unreasonably disturb other Unit Owners and Occupants.

(vii) To pay all costs for utility services (such as, without limitation, water, gas, electricity, sewage, rubbish and trash disposal or treatment and the like) furnished to his Unit or to the Limited Common Areas and Facilities designated for his use, unless any or all of such services are provided or paid for by the Association and charged to the Unit Owner as part of the Common Expenses, in which case all of any of such services so provided by the Association shall be paid for by the Unit Owner as part of his share of the Common Expenses.

(viii) Not to paint or otherwise decorate or change the appearance of any portion of the Building not within the bounds of his Unit, unless the prior written consent of the Association is obtained.

(ix) Not to decorate, landscape, or adorn any Limited Common Areas and Facilities in any manner contrary to such rules and regulations as may be established therefor by the Association, without the prior written consent of the Association.

(x) To report promptly to the Board or managing agent employed by the Association the need for any maintenance or repair to any portion of the Condominium Property which the Association is obligated to maintain or repair pursuant to this Declaration or the Bylaws.

(xi) Not to make any alterations in the Common Areas and Facilities or in the Limited Common Areas and Facilities or remove any improvements thereon or thereto or do anything which would or might jeopardize or impair the safety or soundness thereof without the written consent of the Association; except that consent of the Association shall not be required for such alterations as are necessary to divide the double units, ⁴⁰¹402 and 403, and 412 and 413, should the owners elect to do so.

(xii) Not to impair the use and enjoyment of the easements herein created, provided for, or referred to without first obtaining the written consent of the Association and of any other person, firm or corporation for whose benefit such easements exist.

(xiii) In addition, and not by way of limitation of the provisions of parts (xi) and (xii) above, not to do any work which would jeopardize the soundness or safety of the Condominium Property, reduce the value thereof or impair any easement or hereditament without in every such case first obtaining the unanimous consent of all of the other Unit Owners.

(xiv) Not to violate the Rules.

(xv) Not to use the Common Areas and Facilities or any part thereof in such manner as to interfere with, restrict or impede the use thereof by others entitled to the use thereof or in any manner contrary to or not in accordance with this Declaration, the Bylaws and the Rules.

(xvi) Not to execute any deed, mortgage, lease or other instrument affecting title to his Ownership Interest without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Areas and Facilities, it being the intention hereof to prevent any severance of such combined ownership. In furtherance of the foregoing responsibility and obligation and not in limitation thereof or in limitation of the provisions of the last paragraph of Paragraph 7(b), any deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

(XVII) to observe, fulfill and perform all other obligations of a Unit Owner as set forth in this Declaration or the Bylaws or the Rules.

(c) Construction Defects

The obligation of the Association and of the Unit Owners to maintain, repair and replace the portions of the Condominium 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 Condominium Property. The undertaking of maintenance, repair or replacement by the Association or Unit Owners shall not constitute a waiver of any rights against any warrantor, but such rights shall be specifically reserved.

(d) Effect of Insurance or Construction Guarantees

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

10. ASSESSMENTS; COMMON EXPENSES AND COMMON PROFITS

(a) General

Assessments for the Common Expenses shall be made in the manner provided herein and in the Bylaws:

(b) Division of Common Profits and Common Expenses

The Common Profits shall be distributed among, and the Common Expenses shall be assessed against, the Unit Owners by the Association in accordance with the percentages of interest in the Common Areas and Facilities appertaining to the respective Units of the Unit Owners, as set forth in ATTACHMENT 2, attached hereto, as the same may be amended. Every Unit Owner shall pay his proportionate share of assessments for Common Expenses and any special assessments levied against him in such manner and at such times as provided in the Bylaws.

(c) Non-Use of Facilities

No Unit Owner may exempt himself from liability for assessments levied against him by waiver of the use or enjoyment of the Common Areas and Facilities or by the abandonment of his Unit.

(d) Lien of Association

The Association shall have a lien upon each Unit Owner's Ownership Interest for the payment of all assessments, as defined in Paragraph 1(a) hereof, against such Unit which remain unpaid for ten (10

days after the same have become due and payable, from the time a certificate therefor, subscribed by the President of the Association, is filed in the Office of the Recorder of Summit County, Ohio, pursuant to authorization given by the Board. Such certificate shall contain a description of the Unit, the name or names of the record Unit Owner or Owners thereof and the amount of such unpaid assessments. Said lien shall, also, secure all assessments which come due after the certificate therefor is so filed until the claim of lien is satisfied. The lien shall remain valid for a period of five (5) years, commencing upon the date the lien is filed with the Summit County Recorder, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a Court having jurisdiction in an action brought to discharge such lien as hereinafter provided. In addition, the person or persons who appear from the records of Summit County to be the Unit Owners of a Unit against which an assessment is made shall be personally liable, jointly and severally, for all assessments made by the Association against such Unit during the period of time such person or persons so appear to be Unit Owners thereof. The existence of a mortgage, lien or other encumbrance and of a condition, possibility of reverter or the like, shall not be deemed to be a defeasance of title under the preceding sentence.

(e) Priority of Association's Lien

The lien provided for in Subparagraph (d) of this Paragraph 10 shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens 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 after authorization from the Board. In any such foreclosure action, the Unit Owner affected shall be required to pay a reasonable rental for such Unit during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall have power to bid in the Ownership Interest and to acquire and hold, lease, encumber and/or convey the same. The provisions of Paragraph 19 hereof shall be applicable to the Association's acquisition.

(f) Dispute as to Common Expenses

Any Unit Owner who believes that the assessments levied against him or his Unit, for which a certificate of lien has been filed by the Association, have been improperly determined may bring an action in the Common Pleas Court of Summit County, Ohio, for the discharge of all or any portion of such lien.

(g) Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses

Where the mortgagee of a first mortgage of record acquires an Ownership Interest in a Unit as a result of foreclosure of the first mortgage or of the acceptance of a deed in lieu of foreclosure, such mortgagee, its successors and assigns, shall

not be liable for the assessments levied against such Unit which were levied prior to the acquisition of an Ownership Interest in such Unit by such mortgagee, its successors and assigns. Any funds received on the judicial sale of the Unit in excess of the first mortgage lien, the court costs, and the real estate taxes shall, however, be paid over to the Association, to the extent of the unpaid assessments due to the Association. The owner or owners of a Unit prior to the judicial sale thereof shall be and remain personally and primarily liable, jointly and severally for the assessments against the judicially sold Unit up to the date of the judicial sale, as provided in Paragraph 10 (d) hereof; but any unpaid part of the assessments shall be deemed to be Common Expenses and shall be assessed and levied against all of the Unit Owners, including the owner of the Unit foreclosed, his successors or assigns, at the time of the first assessment next following the acquisition of title by such mortgagee, its successor or assigns.

(h) Liability for Assessments Upon Voluntary Conveyance

In a voluntary conveyance of an Ownership Interest, the grantee of the Ownership Interest shall be jointly and severally liable with the grantor for all unpaid assessments levied by the Association against the grantor and his Unit prior 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 prospective grantee, upon written request delivered to the President or Secretary of the Association shall be entitled to a statement from the Board setting forth the amount of all unpaid assessments due the Association with respect to the Ownership Interest to be conveyed, and such grantee shall not be liable for, nor shall the Unit conveyed by subject to a lien for, any unpaid assessments which became due prior to the date of the making of such request if the same are not set forth in such statement.

11. EASEMENTS

The Condominium Property is hereby made subject to the following easements and reservations of easements, each of which shall, unless otherwise expressly provided, be in perpetuity, run with the Land, and inure to the benefit of and be binding upon the Declarant, each Unit Owner, each mortgagee in whose favor a mortgage shall be granted with respect to any Unit, and any other person having an interest in the Condominium Property, or any part thereof, and the respective heirs, devisees, administrators, executors, personal representatives, successors and assigns of any of the foregoing persons:

(a) Encroachments

If, by reason of the construction, repair, restoration, settlement or shifting, or partial or total destruction and rebuilding of the Building or improvements constituting a part of the Condominium Property, any part of the Common Areas and Facilities encroaches upon any part of a Unit, or any part of a Unit encroaches upon any part of the Common Areas and Facilities or another Unit or Units, or if by reason of the design or construction of any Unit it shall be necessary and advantageous to a Unit Owner to use or occupy for formal uses and purposes any portion of the Common Areas and Facilities consisting of unoccupied space within the Building and adjoining his Unit, or, if by reason of the design, construction

conduits serving any part of the Condominium Property encroaches upon any part of any Unit or upon any part of the Common Areas and Facilities, easements for the existence and maintenance of such encroachment and for the use of such space are hereby established and shall exist for the benefit of such Unit Owner and the owners of the Common Areas and Facilities, as the case may be; provided, however, that in no event shall an easement for any encroachment be created in favor of the owner of any Unit or in favor of the owners of the Common Areas and Facilities if such encroachment occurred due to the willful conduct of said owner or owners.

(b) Maintenance Easements

Easements in favor of the Association in and over the Units and Limited Common Areas and Facilities for access as may be necessary for the purpose of maintaining the Common Areas and Facilities and easements in favor of each Unit Owner over the Common Areas and Facilities for access to his Unit. Easements in favor of each Unit Owner to and through the Common Areas and Facilities as may be necessary for the use of water, gas, sewer, power and other utilities now or hereafter existing within the walls and for the use of television antennas, subject to the provisions of Paragraph 12, hereof, on the roof comprising the Common Areas and Facilities. Easements in favor of each Unit Owner to hang pictures, mirrors and the like upon the walls of his Unit.

(c) Easements Through Walls Within Units

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

(d) Future Easements to Others

Such easements as the Association from time to time grant to others, and the Association may grant such easements, for utility purposes, including, but not limited to, the right to install, lay maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment and television and electrical conduits and wire in, over, and under any portion of the Common Areas and Facilities, provided that it shall be a condition to the use and enjoyment of any such easements that the grantee or grantees of any such easements shall, at its or their expense, restore the Common Areas and Facilities to the same condition as existed just prior to the installation of any such utility improvements. Each Unit Owner and his respective mortgagees by acceptance of a deed conveying such Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, hereby irrevocably appoints the Association his Attorney-in-Fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option of the Attorney, to execute, acknowledge and record for and in the name of such Unit Owner and his mortgagees such easements or other instruments as may be necessary to effect the foregoing.

(e) Deeds and Mortgages Subject to Easements

Each conveyance of a Unit and each mortgage with respect to any Unit shall be subject to and have the benefit of (as the case may be) each of the easements herein provided in the same manner and to the same extent as though such easements were expressly provided for and fully set forth in the deed of conveyance or mortgage (as the case may be), notwithstanding the omission from such deed of conveyance or mortgage (as the case may be) of reference to such easements.

(f) Damage Resulting from Exercise of Easements

All damage caused to the Condominium Property or the property of any Unit Owner as a result of any act or work performed pursuant to the authority granted or reserved in subparagraphs (a), (b), (c), and (d) of this Paragraph or as a result of the use of any easement granted or reserved in said Subparagraphs (a), (b), (c), and (d) shall be repaired, replaced or corrected, as necessary, promptly by the person performing the act or work and by the grantee or holder of the easement being exercised, at the cost and expense of such person so that any such Condominium Property or other property so damaged will be restored (or replaced) to the condition in which it existed immediately prior to its damage.

12. PURPOSES OF CONDOMINIUM PROPERTY; COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The following covenants, restrictions, conditions and limitations as to use and occupancy, which shall run with the land, shall be binding upon each Unit Owner, his heirs, tenants, licensees and assigns:

(a) Purpose of Property

The purposes of the Condominium Property and of the Units and facilities situated therein are for housing and the common recreational, maintenance, service, storage, and incidental purposes auxiliary thereto for which the property was designed. Each Unit shall be used as a residence for a single family and for no other purpose, EXCEPT that Declarant may use any Units owned by Declarant as "model suites" for the sale of such Units and other Units owned by Declarant and for sales offices. A Unit Owner or Occupant may use a portion of his Unit for his office or studio; provided (i) that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Unit Owner or Occupant; (ii) that it does not involve the regular or the full time personal services of any Unit Owner or Occupant; (iii) that in no event shall any part of the Unit be used as a school or music studio; (iv) that such use does not result in walk-in traffic to the Unit from the general public or from regular business invitees; and (v) that such use does not result in the Unit's becoming principally an office as distinct from a residence or in the Unit's developing or having a reputation as an office. No part of the Condominium Property shall be used except for the foregoing purposes and except for such other uses or purposes as are expressly permitted or contemplated herein.

(b) Obstruction of Common Areas and Facilities

There shall be no obstruction of the Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities, excluding the Limited Common Areas and Facilities, without the prior

consent of the Association, except as herein expressly provided. Each Unit Owner shall maintain and keep in good order and repair his own Unit.

(c) Hazardous Uses and Waste

Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance for the Building or contents thereof applicable for residential use without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Areas 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 of any of the Condominium Property will be committed.

(d) Exterior Surfaces of Building

Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building and no sign, awning, canopy, shutter, 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.

(e) Animals and Pets

No animals, dogs, cats, rabbits, livestock, fowl or poultry or household pets of any kind shall be raised, bred, or kept in any Unit or in the Common Areas and Facilities, except that dogs, cats, or other household pets may be kept in Units if, and only if, the Rules adopted by the Association at any time so provide; and provided further that if allowed by the Rules any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon three (3) days' written notice from the Association.

(f) Nuisances

No noxious or offensive activity shall be carried on in any 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 Unit Owners or Occupants.

(g) Impairment of Structural Integrity of Building

Nothing shall be done in any 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 Building.

(h) Laundry or Rubbish in Common Areas and 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 garbage, rubbish, debris and other unsightly materials.

(i) 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 and except that baby carriages, bicycles and other personal property may be stored in a common storage area designated for the purpose.

(j) Prohibited Activities

Except as expressly permitted in Subparagraph (a) of this Paragraph 12, no industry, business, trade, or full-time 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. The right is reserved by Declarant, or his agent, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units and on the Condominium Property (excepting sold Units) and to use Units owned by Declarant as "Model Suites". In addition, the right is hereby given the Association or its representatives to place "For Sale" and "For Rent" signs on any Unit or on the Condominium Property (excepting Units which are not for sale) for the purpose of facilitating the disposal of Units by any Unit Owner, mortgagee or the Association.

(k) Alteration of Common Areas and Facilities

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

(l) Rental of Units

No Unit shall be rented for transient or hotel purposes, which shall be defined as (i) rental for any period less than thirty (30) days, or (ii) any rental where the Occupants of the Unit are provided customary hotel service such as room service for food and beverage, mail service, furnishing of laundry and linen and bellboy service. Other than the foregoing obligations, the Unit Owners of the respective Units shall have the right to lease the same, provided that the lease is made subject to the covenants and restrictions in this Declaration and the Bylaws, and shall further have the approval of the Board. This Paragraph (l) shall not apply to Units which have never been sold and which are owned by Declarant. Such Units may be leased by Declarant for a greater or lesser period than thirty (30) days and without the approval of the Board. Notwithstanding the foregoing, Declarant shall not lease or rent any Units for transient or hotel purposes.

(m) Approval of Occupant by Board

No one shall become an Occupant of a Unit who has not been approved in advance by the Board, except for persons who acquire title as provided in the provisions of this Declaration dealing with judicial sales, except for Unit Owners who rightfully acquire title in accordance with the provisions of this Declaration and the Bylaws, except for an Occupant or lessee permitted under Paragraph 19(f)(ii)(C) hereof, and except for the spouses, children, grandchildren, and parents of such Unit Owners and Occupants. The Board shall signify in writing such approval or disapproval within thirty (30) days after the same is requested in writing, provided that simultaneously with such request, there is submitted to the Board the name of the person in question, his former or existing residence address, three business and three

social references, and such other information as the Board reasonably requests. Any such approval once given may not thereafter be withdrawn. Failure of the Board to disapprove within such period conclusively shall be deemed to constitute approval.

13. INSURANCE AND CASUALTY LOSSES

(a) Insurance

The Association shall obtain the following insurance:

(i) insurance for all of the improvements constituting the Condominium Property (with the exception of improvements and betterments made by the respective Unit Owners at their expense) against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard; such insurance may have a deductible clause in an amount not exceeding \$1,000.00;

(ii) insurance against liability for personal injury or property damage arising from or relating to the Common Areas and Facilities in an amount of at least \$500,000.00 single limit as respects both bodily injury and property damage; and

(iii) insurance against liability for personal injury or property damage arising from or relating to the Condominium Property (that is, the Units as well as the Common Areas and Facilities) in an amount of at least \$500,000.00 single limit as respects both bodily injury and property damage; but such insurance to protect only the Association, the Managing Agent of the Condominium (and its agents, employees and contractees), the members of the Board and the Association's contractees, agents and employees.

The Association may obtain such other insurance as it deems desirable, including, without limitation, insurance to cover the Association's indemnity under Section 1 of ARTICLE VI of the Bylaws. Premiums for all such insurance shall be a Common Expense. Except as provided in part (iii), above, of this Subparagraph (a), all such insurance coverage obtained by the Association shall be written in the name of the Association (and/or of the Managing Agent of the Condominium) as Trustee for the Association, for each of the Unit Owners, and for the holders of mortgages upon the Ownership Interests, as their interests may appear.

(b) General Provisions Governing Insurance

All insurance affecting the Condominium Property shall be governed by the following provisions:

(i) All policies shall be written with a company licensed to do business in the State of Ohio and holding a rating of "AAA" or better by Best's Insurance Reports.

(ii) All policies shall be for the benefit of the Association, the Unit Owners, and their mortgagees as their interests may appear; except for the insurance described in part (iii) of Subparagrap (a) of this Paragraph 13, which shall be limited as therein provided.

(iii) Provisions shall be made for the issuance of a certificate of insurance to each Unit Owner and his first mortgagee, if any, which shall specify the proportionate amount of such insurance attributable to the particular Unit Owner's Ownership Interest.

(iv) The original of all policies and endorsements thereto shall be deposited with the Insurance Trustee which shall hold them subject to the provisions of Subparagraph (c) of this Paragraph 13.

(v) Exclusive authority to adjust losses under policies hereafter in force on the Condominium Property shall be vested in the Board; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(vi) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Unit Owners or their mortgagees.

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(vii) Each Unit Owner may obtain additional insurance at his own expense; provided, however, that no Unit Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all of the Unit Owners and their mortgagees, may realize under any insurance policy which the Association may have in force on the Condominium Property at any particular time; and provided, further, that each policy of insurance obtained by any Unit Owner contain, if obtainable, a clause or endorsement providing in substance that the insurance shall not be prejudiced if the insureds have waived right of recovery from any person or persons prior to the date and time of loss or damage, if any.

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(viii) Any Unit Owner who obtains an individual insurance policy covering any portion of the Condominium Property, other than improvements and betterments made by such Unit Owner at his expense and personal property belonging to such Unit Owner, shall be required to file a copy of each such individual policy with the Secretary of the Association within 30 days after purchase of such insurance.

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(ix) It shall be the responsibility of each Unit Owner at his own expense to provide, as he sees fit, title insurance on his Ownership Interest, homeowner's liability insurance for his Unit, theft and other insurance covering improvements, betterments and personal property damage and loss. The Association shall have no responsibility or obligation to insure such matters or against such risks for or on behalf of the Unit Owners. In allocating among the Unit Owners any insurance proceeds received by the Association, the Association may adjust the proportionate share of such proceeds allocable to a Unit to reflect the matters which should be paid for by (and insured by) the Unit Owners.

(x) The Board shall conduct an annual insurance review which may, at the option of the Board, include a replacement cost appraisal, without respect to depreciation, of all improvements constituting the Condominium Property (with the exception of improvements and betterments made by the respective Unit Owners at their expense) by one or more qualified persons.

(xi) The Board shall be required, if possible, to secure insurance policies that will provide for the following: (A) a waiver of subrogation by the insurer as to any claims against the Board, its Manager, the Unit Owners and the Occupants or in the alternative, have the Unit Owners named as insureds; (B) that the master policy on the Condominium Property cannot be cancelled, invalidated or suspended on account of any one or more individual Unit Owners; (C) that the master policy on the Condominium Property cannot be cancelled, invalidated or suspended on account of the conduct of any director, officer or employee of the Association or its duly authorized Manager without a prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its Manager, any Unit Owner or mortgagee; (D) that any "other insurance" clause in the master policy exclude individual Unit Owners' policies from consideration; (E) that notwithstanding any provision of any policy which gives the carrier an option to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the case of removal of the Condominium Property from the provisions of Chapter 5311 as provided for in this Declaration; and (F) that the coverage of any policy shall not be terminated for non-payment of premiums without at least ten (10) days' notice to each holder of a first mortgage upon a Unit of which such carrier or carriers have written notice.

(c) Insurance Trustee

(i) All insurance policies purchased by and in the name of the Association shall provide that proceeds covering property losses shall be paid jointly to the Association and a Trustee which shall be an Akron, Ohio, banking institution having trust powers and at least Fifty Million Dollars (\$50,000,000.00) total capital and surplus, selected by the Board, which Trustee is herein referred to as the Insurance Trustee. Immediately upon the receipt by the Association of such proceeds, the Association shall endorse the instrument by means of which such proceeds are paid, and deliver or cause to be delivered such instrument to the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds. The Insurance Trustee has no obligation to inspect the property to determine whether a loss has been sustained or to file any claim or claims against any insurer or any other person.

(ii) The duty of the Insurance Trustee shall be to receive such proceeds as are paid and delivered to it and to hold such proceeds in trust for the benefit of the Unit Owners and their mortgagees in the shares described below, but such shares need not be set forth in the records of the Insurance Trustee. An undivided share of such proceeds on account of damage or destruction to the Common Areas and Facilities shall be held in trust for the Unit Owners in accordance with their respective percentages of undivided interest in and to the Common Areas and Facilities. Proceeds, if any, received on account of damage or destruction to Units shall be held in trust for the Unit Owners of the damaged or destroyed Units in proportion to the cost of repairing or reconstructing the damage or destruction suffered

by all Units for which proceeds are received from policies maintained by the Association. In the event that a mortgage endorsement has been issued as to any particular Unit, the share of such Unit Owner shall be held in trust for such Unit Owner and his mortgagee as their interests may appear.

(iii) Proceeds of insurance policies received by the Insurance Trustee shall be disbursed as follows:

(A) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, all expenses of the Insurance Trustee shall be first paid and the remaining proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such expenses of the Insurance Trustee and cost of repairs or reconstruction shall be disbursed to the Unit Owners in accordance with their percentage interests in the Common Areas and Facilities. If there is a mortgage lien or liens on an Ownership Interest, the remittance to the Unit Owners thereof and their mortgagees shall be paid to them as their interests may appear. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(B) If it is determined as provided for in part (iii) of Subparagraph (d) of this Paragraph 13 that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed to such persons as therein provided.

(C) Any and all disbursements of funds, whether such funds consist of insurance proceeds, special assessments, sales proceeds or any combination thereof, to be made by the Insurance Trustee for any purpose whatsoever, shall be made pursuant to and in accordance with a certificate of the Association signed by the President or Vice President and by the Secretary or an Assistant Secretary setting forth whether or not the damage or destruction is to be repaired or reconstructed and whether the damage or destruction was to the Common Areas and Facilities or one or more Units or both. If the damage or destruction is not to be repaired or reconstructed, said certificate shall direct that disbursements be made by the Insurance Trustee as by law provided and in accordance with the terms of part (iii) of Subparagraph (d) of this Paragraph.

If the damage or destruction is to be repaired or reconstructed, said certificate shall direct the Insurance Trustee to make disbursements to those persons and in such amounts as may be specified therein or, in the alternative, to make disbursements according to such procedures, in such amounts, and upon and pursuant to such lien waivers, statutory affidavits, applications, written authorizations submitted to it by an architect or other person named therein as having been employed by the Association to supervise or make such repairs or reconstruction, or other documentation as may be specified in the certification.

The Insurance Trustee shall not incur any liability to any Unit Owner, mortgagee or other person for any disbursements made by it pursuant to and in accordance with any such certificates or written authorizations.

(d) Damage and Destruction

(i) Adjustment at Loss; Determination of Cost. Immediately after the damage or destruction by fire or other casualty to all or any part of the Condominium Property covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Such costs may include professional fees and premiums for such bonds as the Board deems necessary. Repairs or reconstruction, as used in this Subparagraph, means repairing or restoring the Condominium Property to substantially the same condition in which it existed prior to the fire or other casualty. Each Unit Owner shall be deemed to have delegated, and does delegate upon acquisition of title to an Ownership Interest, to the Board or its agent, his right to adjust with insurance companies all losses under the Casualty Insurance policies referred to in item (i) of Subparagraph (a) of this Paragraph 13.

(ii) Responsibility for Restoration. Except as otherwise provided in part (iii) below, of this Subparagraph (d), in the event the Common Areas and Facilities, or any part thereof, shall be damaged or destroyed, the Association shall cause the same to be restored substantially in accordance with the Drawings, as provided in Subparagraph (e), below. Each Unit Owner shall restore his Unit after any casualty causing damage thereto.

(iii) Election Not to Restore after Damage or Destruction; Sale of Condominium Property. In the event any damage to or destruction of the Common Areas and Facilities renders fifty per cent (50%) or more of the Units then comprised within the Condominium Property untenable, the Unit Owners may, by the vote of those entitled to exercise not less than seventy-five per cent (75%) of the voting power, elect not to repair or restore such damaged part at a meeting which shall be called within ninety (90) days after the occurrence of the casualty. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Unit Owner. In the event of any such sale or a sale of the Condominium Property after such election, by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Areas and Facilities. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged.

(e) Repair and Reconstruction

(i) If the damage or destruction for which the insurance proceeds are paid to the Insurance Trustee is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without a vote of the members, levy a special assessment against all Unit Owners of the damaged Units, and against all Unit Owners in the case of damage to the Common Areas and Facilities, in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of repair and reconstruction of their respective Units. Such assessments on account of damage to

the Common Areas and Facilities shall be in proportion to the Unit Owners' share in the Common Areas and Facilities.

(ii) Any and all sums paid to the Association under and by virtue of those special assessments provided for above to defray the estimated excess cost of repair or reconstruction shall be deposited by the Association with the Insurance Trustee. The proceeds from insurance and assessments, if any, received by the Insurance Trustee, when the damage or destruction is to be repaired or reconstructed, shall be disbursed as provided for in Subparagraph (c) of this Paragraph 13.

(iii) The Association shall restore or cause to be restored all damage to or destruction of the Common Areas and Facilities substantially in accordance with the Drawings and as such Common Areas and Facilities existed immediately before the damage or destruction.

(iv) Each Unit Owner shall restore his Unit after any damage to or destruction of his Unit; provided, however, that the Board may elect to have the Association do (or have done) certain or all of the repair and restoration work in respect to all or any damaged or destroyed Units.

(f) Minor Repairs

(i) Notwithstanding the foregoing provisions of this Paragraph 13, if the aggregate amount of the estimated costs of repairing any damage to the Common Areas and Facilities and to any Unit or Units is less than Fifteen Thousand Dollars (\$15,000.00), the instrument by means of which any insurance proceeds are paid shall be endorsed by the Insurance Trustee and delivered to the Association and the damage shall be repaired in accordance with parts (ii), (iii) and (iv), below, of this Subparagraph.

(ii) If the damage is confined to the Common Areas and Facilities, such insurance proceeds shall be used by the Association to defray the cost of such repairs. If the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be retained by the Association or its duly authorized agent and placed in the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the Common Areas and Facilities or treated as Common Profits. If the cost of such repairs exceeds the amount of such insurance proceeds, such excess may be provided either by means of a special assessment levied by the Board against all Unit Owners in proportion to each Unit Owner's share in the Common Areas and Facilities or by means of an appropriation from the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the Common Areas and Facilities, as the Board in its sole discretion may determine.

(iii) If the damage is confined to a single Unit, such insurance proceeds shall be used by the Association or made available by the Association to the appropriate Unit Owner to defray the cost of such repairs. If the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be paid jointly to the appropriate Unit Owner (or Owners) and his (or their) mortgagees, if any, who may use such

proceeds as they alone may determine. If the cost of such repairs exceeds the amount of such insurance proceeds, such excess shall be provided by means of a special assessment levied by the Board against the Unit Owners of the damaged Unit; provided, however, that if the Unit Owner is repairing his own Unit, the Board may elect not to make any special assessment against such Unit Owner. The Association may make periodic progress payments to any Unit Owner repairing his own Unit, provided there is a ten per cent (10%) retention and always enough funds retained to pay for completion of the repairs. Final payment shall not be made to any Unit Owner, however, until all of the repairs to such Unit Owner's Unit have been completed and approved by the Association and the Unit Owner's mortgagee, if any, which approval shall not be unreasonably withheld.

(iv) If the damage is to both the Common Areas and Facilities and to a Unit or Units, then any insurance proceeds recovered shall be apportioned between the Common Areas and Facilities and the Unit or Units damaged in a fair and equitable manner, based upon what the proceeds were recovered for and what the insurance policy covered. After such apportionment has been made, the provisions of part (ii) and part (iii), above, to this Subparagraph shall be applicable in respect to the damage to the Common Areas and Facilities and the damage to the Unit or Units.

(g) Waiver of Subrogation

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

14. CONDEMNATION

(a) General

Whenever all or part of the Condominium Property shall be taken by any authority having the power of condemnation or eminent domain, each Unit Owner shall be entitled to notice thereof. Each Unit Owner hereby designates and appoints the Association, and any duly authorized agent of the Association, as his exclusive agent to handle, negotiate, settle and conduct all matters, proceedings and litigation incident to such taking; and the Association shall have the power and authority to do so. Any award made for such taking shall be payable to the Association if such award amounts to less than Fifteen Thousand Dollars (\$15,000.00) and to the Insurance Trustee if such award amounts to Fifteen Thousand Dollars (\$15,000.00) or more. Unless otherwise provided by law at the time of such taking, any award made therefor shall be disbursed by the Association or the Insurance Trustee, as the case may be, as hereinafter provided in this Paragraph 14.

(1) The Association shall be deemed to have determined to repair, restore and, if reasonable feasible and desirable, replace any Common Areas and Facilities taken, remaining and/or damaged in accordance with plans prepared at the instance of the Association unless Unit Owners having at least seventy-five per cent (75%) of the total vote of the Association shall decide by vote at a meeting of the Unit Owners of the Association held within sixty (60) days after the taking not to restore, repair and replace. The Board shall make arrangements for any restoration, repair and/or replacement in accordance with the plans prepared by the Association. The Association or the Insurance Trustee, as the case may be, shall disburse the proceeds of such award in the same manner as they are required to disburse insurance proceeds where damage or destruction to the Common Areas and Facilities is to be repaired or constructed, as provided in Paragraph 13 hereof; subject, however, to the right hereby reserved to the Association to hire a real estate appraiser to recommend (or recommend against) a disbursement of the award (after payment of all costs incident to the repair, restoration and/or replacement and all expenses of the Insurance Trustee and appraiser) to Unit Owners or any one or more of them in amounts disproportionate to their percentages of undivided interest in the Common Areas and Facilities, which disproportionate amounts shall correspond with the disproportionate damages sustained by the Unit Owners or any one or more of them. The Association shall have no duty to hire an appraiser to make such a recommendation and the appraiser may recommend that there not be a disproportionate distribution. If an appraiser is hired, however, a copy of his recommendation shall be given (in the manner of giving notices to Unit Owners) to all Unit Owners and neither the Insurance Trustee, nor the Association, shall make any distribution of the award within twenty (20) days following the delivery of copies of the recommendation to the Unit Owners nor within any period of time thereafter that the recommendation may be subject to or is being arbitrated. Within twenty (20) days after a copy of the recommendation has been mailed (or otherwise delivered) to the Unit Owners, any Unit Owner may give written notice to the Association and the Insurance Trustee that he objects to the recommendation. Any objection shall be submitted to and settled by arbitration in accordance with the Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The proper parties before the Arbitration shall be the Unit Owners who have given notice of their objection to the recommendation and the Association or its authorized agent who shall act on behalf of all non-objecting Unit Owners. If an objection is not submitted to arbitration as herein provided within thirty (30) days after written notice of the objection was given to the Association, then any Unit Owner who shall have given notice of objection shall be deemed to have withdrawn his objection and the Insurance Trustee or the Association, as the case may be, shall distribute the award in accordance with the recommendation.

(ii) If Unit Owners having at least seventy-five per cent (75%) of the total vote of the Association shall decide by vote at a meeting of the Unit Owners of the Association held within sixty (60) days after the taking, not to restore, repair, and replace the taking or damage, then such taking shall be deemed to be and shall be treated as damage or destruction which shall not be repaired or reconstructed as provided for in part (iii) of Subparagraph (d) of Paragraph 13 hereof, whereupon, the Condominium shall be terminated in the manner therein prescribed, unless otherwise provided by law.

The Association may, by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five per cent (75%) of the voting power, determine that the Condominium Property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a Common Expense. Any Unit Owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the President of the Association within five (5) days after receiving notice of such vote, to receive the fair market value of his Ownership Interest, less (i) the amount of any liens and encumbrances on his Unit as of the date vote is taken and (ii) the amount of any liens and encumbrances filed or otherwise arising against his Unit during the period from the date of such vote to the date of conveyance, in return for a conveyance of his Ownership Interest (subject to such liens and encumbrances) to the President of the Association as Trustee for all other Unit Owners. In the event of such election by a Unit Owner to receive the fair market value of his Ownership Interest, such conveyance and payment of the consideration therefor, which shall be a Common Expense to the Unit Owners who have elected to renew and rehabilitate, shall be made within ten (10) days thereafter, and, if such Unit Owner and a majority of the Board cannot agree upon the fair market value of such Unit, such determination shall be made by the majority vote of three appraisers, one of which shall be appointed by the Board, one of which shall be appointed by such Unit Owner, and the third of which shall be appointed by the first two appraisers.

16. REMOVAL FROM PROVISIONS OF CHAPTER 5311

(a) The Unit Owners, by unanimous vote, may elect to remove the Condominium Property from the provisions of Chapter 5311. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Condominium Property, shall be paid, released, or discharged and a certificate setting forth that such election was made shall be filed with the Recorder of Summit County, Ohio, and by him recorded. Such certificate shall be signed by the President of the Association, who shall certify therein under oath that all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Common Areas and Facilities have been paid, released or discharged, and shall also be signed by the Unit Owners, each of whom shall certify therein under oath that all such liens and encumbrances on his Unit or Units have been paid, released or discharged.

(b) Upon removal of the Condominium Property from the provisions of Chapter 5311, the property so removed shall be deemed to be owned in common by the Unit Owners. The undivided interest in the property owned in common which shall appertain to each Unit Owner shall be the percentage of undivided interest previously owned by such Unit Owner in the Common Areas and Facilities.

(c) The removal provided for in this Paragraph shall in no way bar the subsequent resubmission of the property to the provisions of Chapter 5311 in the manner provided for herein.

AMENDMENTS(a) By Declarant

(i) Anything herein to the contrary notwithstanding, Declarant reserves the right to change the interior design and arrangements of all Units, to subdivide a single Unit into two or more Units, to combine (in whole or in part) two or more Units into a single Unit, and to alter the boundaries between the Units, so long as Declarant owns the Units so altered, subdivided, or combined, and so long as the exterior walls of the Building are not altered. If Declarant alters the boundaries between Units, combines Units, or subdivides a Unit, Declarant shall prepare, execute and file with the Recorder of Summit County an appropriate amendment to this Declaration and the Drawings. The amendment shall reflect the change in percentage interest of such adjusted Units in the Common Areas and Facilities, but the aggregate of the percentage interest of the adjusted Unit(s) in the Common Areas and Facilities shall remain the same. For example, if 180 square feet of floor area in a Unit having a 0.457% interest in the Common Areas and Facilities were eliminated from such Unit and added to an adjoining Unit having before such addition a 0.457% interest in the Common Areas and Facilities, the Unit losing 180 square feet of floor area may have its percentage of interest in the Common Areas and Facilities reduced 0.100% to 0.357%, the Unit acquiring such 180 square feet of additional floor space would have its percentage of interest in the Common Areas and Facilities increased 0.100% to 0.557, but the aggregate percentage of interests of the two affected Units would remain the same, namely 0.914% (0.457% plus 0.457% = 0.914%, and 0.357% plus 0.557% = 0.914%). By way of further example, if two adjoining two-bedroom Units, each having a 0.455% interest in the Common Areas and Facilities (for an aggregate percentage interest of 0.914%), are joined into one Unit, there will be one less Unit in the Condominium, but the one Unit will have a 0.914% interest in the Common Areas and Facilities.

The amendment of this Declaration reflecting such authorized alteration or subdivision of Units by Declarant need be signed and acknowledged only by Declarant, and need not be approved by the Association, Unit Owners, lienors or mortgagees, whether or not elsewhere required for an amendment. The amendment shall include an amendment to the Drawings which shall be duly verified as required by Chapter 5311, but, likewise, shall require no approval by anyone except Declarant who shall endorse its approval on the amendment to the Drawings. The amendments shall be duly filed for record by Declarant.

(ii) Declarant, on its own behalf as the owner of all Units in the Condominium Property and on behalf of all subsequent Unit Owners, hereby consents and approves, and each Unit Owner and his mortgagees by acceptance of a deed conveying such Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, thereby consents to and approves of all of the provisions of this Subparagraph (a), including, without limiting the generality of the foregoing, the amendment of this Declaration by Declarant in the manner provided herein, and all such Unit Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate these provisions.

(iii) Each Unit Owner and his respective mortgages by acceptance of a deed conveying an Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, hereby irrevocably appoints Declarant, his Attorney-in-Fact, coupled with an interest, and authorized, directs and empowers such Attorney, at the option of the Attorney in the event that Declarant exercises the right reserved in this Subparagraph (a) to alter or subdivide Units, to execute, acknowledge and record for and in the name of such Unit Owner an amendment or amendments of this Declaration for such purposes and for and in the name of such respective mortgages, a consent to such amendment or amendments.

(iv) Declarant hereby reserves the right to perform and do such other acts and things as are necessary to carry out the intent and purposes of this Subparagraph (a). The provisions of this part (iv) and of parts (ii) and (iii) of this Subparagraph (a) are not to be construed as mandatory, limitations upon, or conditions precedent to the exercise, operation, or effect of the rights reserved and provisions provided for in part (i) of this Subparagraph (a), but are contained and reserved herein as supplement and further assurance to the rights reserved by Declarant under said part (i).

(v) Anything in the foregoing provisions of this Subparagraph (a) to the contrary notwithstanding, Declarant shall not amend this Declaration as provided in this Subparagraph (a) without the consent in writing, endorsed upon or attached to the amendment, of the holder of any recorded mortgage upon the Units being attired, combined or subdivided by the amendment, and such holder may, at its discretion, refuse to sign such consent. If any such mortgagee does refuse to sign such consent, such mortgagee agrees to accept a payment, without charging a penalty or prepayment fee, of the indebtedness (and accrued interest) secured by the mortgage and to deliver to Declarant a recordable discharge of the mortgage upon such payment.

(b) By Others

In addition to the manner of making amendments described or referred to in Subparagraph (a) of this Paragraph 17, this Declaration, the Drawings, and the Bylaws may be amended upon the filing for record with the Summit County Recorder of an instrument in writing setting forth specifically the item and items to be amended and any new matter to be added, which instrument shall have been duly executed by Unit Owners entitled to exercise at least seventy-five (75) per cent of the voting power of the Association. Such amendment must be executed with the same formalities as this instrument, must refer to the volume and page in which this instrument and the Drawings are recorded, and must contain an affidavit by the President of the Association that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership Interest. No amendment made pursuant to this Subparagraph (b) shall have any effect, however, upon Declarant, the rights of Declarant under this Declaration and upon the rights of bona fide first mortgagees until the written consent of Declarant and/or such mortgagees to such amendment has been secured. Such consents shall be retained by the Secretary of the Association and his certification in the instrument of amendment as to the consent or non-consent of Declarant and the names of the consenting and non-consenting mortgagees of the various Units shall be sufficient for reliance by the general public. If Declarant does not consent to an amendment to the Declaration, Drawings, and/or Bylaws and/or if less than all mortgagees consent to an amendment to the Declaration, Drawings and/or Bylaws, said amendment or modification shall nevertheless be valid among the Unit Owners, inter sese, provided that the rights and reservations of Declarant and the rights of a non-consenting mortgagee shall not be derogated by an amendmen

made pursuant to this Subparagraph (b). No provision in this Declaration or Bylaws may be changed, modified or rescinded, which after such change, modification or rescission would conflict with the provisions of Chapter 5311, and, except as otherwise provided in Subparagraph (a) of this Paragraph 17, no amendment may be made to the percentage interests set forth in ATTACHMENT 2, attached hereto, (as they may be amended or supplemented by Declarant pursuant to the provisions of Subparagraph (a) of this Paragraph) without the prior unanimous approval of all Unit Owners and their respective mortgages.

REMEDIES FOR BREACH OF COVENANTS AND RULES

(a) Abatement and Enjoinment

The violation of any restriction, condition or rule adopted by the Association or the breach of any restriction, covenant or provision contained in this Declaration and in the Bylaws shall give the Association the right, in addition to the rights hereinafter set forth in this Paragraph 18 and those provided by law, (i) to enter upon the Land or Unit or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the Owner of the Unit where the violation or breach exists and to summarily abate and remove, at the expense of the Owner of the Unit where the violation or breach exists (or if the violation or breach is in respect to Limited Common Areas and Facilities, the Owner of the Unit to which the Limited Common Area and Facility is appurtenant), any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, the Bylaws, or the Rules, and the Association, and its agents, shall not be thereby deemed guilty in any manner of trespass; (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; and/or (iii) to commence and prosecute an action to recover any damages which may have been sustained by the Association or any Unit Owner or Unit Owners.

(b) Involuntary Sale

If any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit) shall violate any covenants or provisions contained in this Declaration or in the Bylaws or in the Rules, and such violation shall continue for thirty (30) days after notice in writing from the Association, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Association, the Association shall have the right to give to the defaulting Unit Owner a notice in writing that the rights of such Unit Owner and all Occupants of such Unit to continue as a Unit Owner or Occupant and to continue to occupy, use or control his Unit shall terminate as of the tenth (10th) day following the giving of such notice, and all rights and privileges of such Unit Owner and of all Occupants of his Unit shall terminate on such tenth (10th) day. At any time within ninety (90) days after such tenth (10th) day, a legal action may be filed by the Association against such Unit Owner or Occupant for a decree of mandatory injunction against said Unit Owner or Occupant, or for a decree declaring the termination of the right of such Unit Owner or Occupant to occupy, use or control the Unit owned or occupied by him and ordering that all the right, title and interest of the Unit Owner or Occupant in his Ownership Interest or interest therein shall be sole (subject to any liens and encumbrances thereon) at a judicial sale upon such notice and terms as the court shall establish, except that the court may be requested to enjoin and restrain such Unit Owner or Occupant from reacquiring his Ownership

Interest at such judicial sale, and the court shall grant all such relief requested by the Association. The Association, however, may acquire said Ownership Interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, receiver's fees, referee's fees, court reporter charges, reasonable attorneys' fees and all other expenses of the proceedings, and all such items shall be taxed against such Unit Owner and Occupant in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments owing to the Association and all mortgages and other liens and encumbrances required to be discharged, shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereat shall, subject to the rights and privileges of the Association provided in Paragraph 19 hereof, thereupon be entitled to a conveyance of the Ownership Interest or interest therein and to immediate possession of the Unit so conveyed, and may apply to the court for a writ for the purpose of acquiring such conveyance and 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 such Ownership Interest or interest therein subject to this Declaration.

The provisions of this Subparagraph (b) and the rights of the Association hereunder shall not be deemed or interpreted to prevent the holder of any first mortgage upon the affected Unit from accelerating the time or times of payment of the indebtedness secured by such mortgage, and if such holder does accelerate payment of the secured indebtedness, such holder shall be entitled to payment of the full indebtedness from the proceeds of sale in accordance with the priority of the mortgage lien.

19. SALE, LEASING OR OTHER ALIENATION

(a) Sale or Lease

No Unit may be leased, sold or otherwise contracted in part; but a Unit may be sold or leased in its entirety, subject to the terms, provisions and conditions herein set forth. Any Unit Owner, other than the Declarant, who wishes to sell or lease his Ownership Interest or any interest therein (or any lessee of any Ownership Interest wishing to assign or sublease such Ownership Interest) to any person who would not be an heir-at-law of the owner under the Ohio Statute of Descent and Distribution were he or she to die within ninety (90) days prior to the contemplated date of conveyance or lease, shall give to the Secretary of the Association no less than thirty (30) days prior to the proposed sale or lease, written notice of the proposed sale or lease, together with the name and address of the proposed purchaser or lessee, and a true, executed copy of the proposed purchase agreement or lease, which purchase agreement or lease shall be bona fide, shall contain all of the terms and conditions of such sale or lease, and shall expressly be subject to the option granted herein to the Association. The Association shall at all times have the first right and option to purchase or lease such Ownership Interest upon the same terms as those contained in the purchase agreement or lease so delivered to it, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice, agreement, lease, names and addresses, provided, however, that if the proposed purchase or lease shall be for a consideration which, in the opinion of either the Unit Owner or the Board, is inconsistent with the bona fide fair market value of such Ownership Interest and if the Board elects to exercise such option, then the Board shall purchase or lease the Ownership Interest in the manner, within the period, and on the terms set forth in subparagraph (b) of this Paragraph. If said option is not exercised

by the Association within the aforesaid option period, or if the option is waived or released as provided in Subparagraph (f) of this Paragraph, the Unit Owner may, at the expiration of said period, sell or lease such Ownership Interest to the proposed purchaser or lessee named in such notice upon (and only upon) the terms specified therein. No lease may be made for a term of more than seven hundred thirty (730) days.

(b) Gift

Any Unit Owner other than Declarant who wishes to make a gift of his Ownership Interest or any interest therein or wishes to transfer the same or an interest in the same for a consideration which, in the opinion of either the Unit Owner or the Board, is inconsistent with the bona fide fair market value of the Ownership Interest or of the interest therein being transferred, to any person who would not be an heir-at-law of the Unit Owner under the Ohio Statute of Descent and Distribution were he or she to die within ninety (90) days prior to the contemplated date of such gift or transfer, shall give to the Board [as provided in Paragraph 20(k)] written notice of his or her intent to make such gift or transfer not less than ninety (90) days prior to the contemplated date thereof. The notice shall contain the name and address of the intended donee or transferee and the contemplated date of said gift or transfer. The Association shall at all times have the first right and option to purchase such Ownership Interest or interest therein for cash at its fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after the Board receives said written notice of contemplated gift or transfer, the Board and the Unit Owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the Ownership Interest or interest therein which the Unit Owner contemplates conveying or otherwise transferring and shall thereupon give written notice of such determination to the Unit Owner and the Board [as provided in Paragraph 20 (k)]. The Association shall have the right and option to elect to purchase the Ownership Interest or interest therein at the fair market value thereof as determined by said arbitrators for a period of thirty (30) days after the date of receipt by it of such notice.

(c) Devise

In the event any Unit Owner dies leaving a Will devising his or her Ownership Interest, or any interest therein, to any person not an heir-at-law of the deceased Unit Owner under the Ohio Statute of Descent and Distribution, and said Will is admitted to probate, the Association shall have the right and option (to be exercised in the manner hereinafter set forth) to purchase said Ownership Interest or interest therein either from the devisee thereof named in said Will, or, if a power of sale is conferred by said Will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at the fair market value of the Ownership Interest to be determined by arbitration as herein provided. Within sixty (60) days after the appointment of a representative for the estate of the deceased Unit Owner, the Board shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the devisee or devisees or personal representative as the case may be. Within fifteen (15) days thereafter said devisee or devisees, or personal representatives, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15)

days thereafter, the three arbitrators shall determine by majority vote, the fair market value of the Ownership Interest or interest therein of the deceased Unit Owner, and shall thereupon give written notice of such determination to the Board [as provided in Paragraph 20(k)] and said devisee or devisees, or personal representatives, as the case may be. The Association's right to purchase the Ownership Interest or interest therein at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt by the Board of the notice of determination of value if the personal representative of the deceased is empowered to sell, and shall expire ten (10) months after the appointment of a personal representative who is not so empowered to sell. The Association may exercise its option by giving written notice of its election, within the option period aforesaid, to said devisee or devisees or to said personal representative, as the case may be. Nothing herein contained shall be deemed to restrict the right of the Association or its authorized representative, pursuant to authority given by the Unit Owners hereinafter provided, to bid at any sale of the Ownership Interest or interest therein of any deceased Unit Owner which said sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased Unit Owner's estate which contains his or her Ownership Interest therein.

(d) Involuntary Sale

In the event any Ownership Interest or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the Unit so sold, give thirty (30) days' written notice to the Board [as provided in Paragraph 20(k)] of his intention so to do, whereupon the Association shall have the right and option to purchase such Ownership Interest or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Association within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Association may exercise its option by giving notice to said purchaser within said thirty (30) days.

(e) Default in Mortgage

In the event any Unit Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his Ownership Interest, the Association shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Ownership Interest, which lien shall have the same force and effect and may be enforced in the same manner as provided in Subparagraph (e) of Paragraph 10 hereof. Said lien shall be inferior to the lien of the mortgage or trust deed.

(f) Release, Waiver, and Exceptions to Option

(1) Upon the consent of a majority of the then existing members of the Board, any of the options contained in this Paragraph may be released or waived and the Ownership Interest or interest therein which is subject to an option set forth in this Paragraph may be sold, conveyed, leased, given or devised free and clear of the provisions of this Paragraph.

(ii) None of the options contained in this Paragraph shall be applicable to:-

(A) any sales, leases, or subleases to purchasers, lessees or sublessees procured by or through Declarant (or his designee) for his own account;

(B) the sale of an Ownership Interest in a first mortgage foreclosure sale, the conveyance of an Ownership Interest to the holder of a first mortgage upon an Ownership Interest by a deed given in lieu of foreclosure, and a conveyance of an Ownership Interest by a person or entity which was a first mortgage and which acquired title to the Ownership Interest in a foreclosure of the mortgage thereon or by a deed in lieu thereof;

(C) a lease to a single family by the personal representatives, devisees and heirs-at-law of any deceased Unit Owner of such Unit Owner's Unit in its entirety, but not in part, provided that the term of said lease does not extend beyond the twelfth (12th) calendar month following the death of such Unit Owner and provided, further, that the lessee and Occupants of the Unit comply with all of the conditions, terms, provisions, covenants and restrictions of this Declaration, and the Bylaws. At the end of said twelve-month period the lessee and Occupants of the Unit shall vacate the Unit unless the option procedures set forth in this Paragraph shall have been complied with.

(iii) A certificate signed by the Secretary of the Association stating that the provisions of this Paragraph as hereinabove set forth have been met by a Unit Owner, or duly waived by the Board, or that the rights of the Association hereunder have terminated, shall be conclusive upon the Association and all Unit Owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Unit Owner who has in fact complied with the provisions of this Paragraph or in respect to whom the provisions of this Paragraph have been waived or released, upon request and payment of a reasonable fee, not to exceed Ten Dollars (\$10.00).

(g) Condition Precedent to Exercise of Option:
Consent of Voting Members

The Association shall not exercise any option hereinabove set forth to purchase any Ownership Interest or interest therein without the prior written consent of Unit Owners entitled to exercise not less than seventy-five per cent (75%) of the voting power in the Association, and whose Ownership Interests are not the subject matter of such option. The Association may bid to purchase at any sale of an Ownership Interest or interest therein, which is held pursuant to an order or direction of a court, upon the prior written consent of the aforesaid voting Unit Owners, which said consent shall set forth a maximum price which the Association is authorized to bid and pay for said Ownership Interest or interest therein. The aforesaid option shall be exercised by the Association solely for the use and benefit of the Unit Owners consenting thereto. It shall be a further condition to the exercise of any option granted to the Association in this Paragraph that the Unit Owners so consenting in writing to purchase (or bid) or lease an Ownership Interest deposit with the Treasurer of the Association before the expiration

of the option period either (i) an amount of cash equal to the purchase price, or, in case the purchase price is to be determined later, a reasonable estimate of such purchase price, or (ii) a commitment (or a combination of cash and commitment) from a financial institution such as a bank or savings and loan association that such institution shall provide an amount of money to one or more of the consenting Unit Owners equal to the purchase price (or the reasonable estimate thereof) for the purchase of such Ownership Interest upon the transfer of title thereof to the President or Secretary of the Association as trustee for the consenting Unit Owners. The commitment may provide that the Ownership Interest be mortgaged to secure a loan to such Unit Owners. In the case of a lease, the consenting Unit Owners shall deposit with the Treasurer of the Association before the expiration of the option period (A) a written agreement, signed by all of the consenting Unit Owners, to be jointly and severally liable to the Association for the rents and charges payable under said lease throughout its term and (B) an amount of cash equal to the first three months' rental installments due under the lease plus any cash security deposit which the lessee is required to pay to the lessor-Unit Owner. All monies received by the Treasurer under this Paragraph shall be deposited by him in a special account with a bank or savings and loan association which shall be opened, held and used by the Association solely to make the purchase or secure the payment of the rents required to be paid by the Association upon its exercise of the option granted to it herein and approved by the required number of Unit Owners as herein provided. In case of a lease, the three (3) months' rent shall be held by the Treasurer as security for the consenting Unit Owners' obligation to pay the rents as and when they are due and payable.

(h) Procedure for Consummation of Option

(i) Exercise of Option. Any option exercisable by the Association hereunder may be exercised within the respective option period by delivery to the person or persons designated above of a written notice of such exercise signed by the President, Vice President or Secretary of the Association.

(ii) Financing of Purchase Under Option.

(A) Acquisition of any Ownership Interest under the provisions of this Paragraph shall be made from the monies or commitment deposited with the Treasurer as provided for in Subparagraph (g) of this Paragraph. If said deposit is insufficient, the Association shall levy a special assessment against each consenting Unit Owner in the proportion which his percentage of interest in the Common Areas and Facilities bears to all consenting Unit Owners, which assessment shall be payable immediately upon notification thereof to such consenting Unit Owners. If the assessment is not paid, it shall become a lien and be enforceable as a lien for Common Expenses.

(B) Neither the Board, the Association nor any officer of the Association (in his capacity as such officer) shall borrow money to finance the acquisition of any Ownership Interest (or interest therein) authorized by this Paragraph nor shall they or any of them become liable under any evidence of indebtedness or security instrument therefor related to any such acquisition; but the President or Secretary (as holder of legal title for the consenting Unit Owners) shall upon demand of any consenting Unit Owner or Owners grant one first mortgage upon the Ownership Interest being acquired to secure a loan made to one or more of the consenting Unit Owners to purchase the Ownership Interest.

(iii) Consummation of Purchase. Subject to the provisions of the next Paragraph of this part (iii), any purchase effected pursuant to the provisions of this Paragraph shall be made by the payment of the purchase price by the Treasurer of the Association from the special account established pursuant to the provisions of Subparagraphs (g) and (h)(ii)(A) of this Paragraph, on behalf of the consenting Unit Owners, in return for a conveyance of the Ownership Interest or interest therein to the President or Secretary of the Association as trustee for all consenting Unit Owners. Within twenty (20) days after the exercise of the option by the Association as herein provided, the Treasurer of the Association shall deposit the purchase price with a title insurance company, designated by the Board, qualified to do business in the State of Ohio and having an office in Akron, Ohio, with instructions to pay over said purchase price when the title company is prepared to issue to the grantee named in the deed (who shall be the President or Secretary of the Association, as Trustee, as aforesaid) its standard policy of title insurance insuring said grantee that he is vested with fee simple title to the Ownership Interest free and clear of all liens, encumbrances and defects, except for (A) taxes and assessments not then due and payable, (B) all matters contained in this Declaration, the Bylaws, and Drawings, (C) all liens and encumbrances to which the purchase is expressly to be subject, and (D) all restrictions, easements, covenants and conditions affecting the Ownership Interest, or interest therein, which were duly made under authority of this Declaration, or to which the Condominium Property was subject at the date this Declaration was filed for record. Within the same twenty-day period, the persons obligated to convey the Ownership Interest, or interest therein, subject to the option, shall deposit with the title insurance company designated by the Board, a deed of general warranty (except a grantor under Subparagraphs (c) and (d) of this Paragraph may deposit a limited warranty deed or Sheriff's deed) conveying title to the Ownership Interest or interest therein to the President or Secretary of the Association, as trustee, free and clear of all liens, encumbrances and defects, except for those matters referred to above. Anything herein to the contrary notwithstanding, the Treasurer shall not be obligated to deposit the purchase price with the title company until the deed, aforesaid, is deposited with the title company and the title company is prepared to issue its title policy to the grantee named in the deed insuring said grantee he is vested with title as aforesaid. The grantor shall pay for taxes and assessments, common expense assessments, and utilities prorated to the date of transfer of title, the cost of the title search, the cost of removing all non-excepted defects, liens and encumbrances to title, the premium for the policy of title insurance, any applicable transfer fees, and one-half of the escrow fee. The Treasurer (for the consenting Unit Owners) shall pay for one-half of the escrow fee and the fee for filing for record the deed of conveyance. Anything herein to the contrary notwithstanding, where the Association exercises its option to purchase granted under Subparagraph (d) of this Paragraph, the purchaser who is obligated to convey title to the President or Secretary of the Association shall not be obligated to pay any real estate taxes or assessments, or any Assessments [as defined in Paragraph 1(a) hereof] accruing from the date he acquired title to the date he conveys title to the President or Secretary of the Association; nor shall he be obligated to pay any escrow

fees, title searches, premiums for title insurance, or conveying fees charged in connection with his transfer of title to the President or Secretary of the Association, it being the intention of this sentence that the purchaser at a judicial or execution sale who is obligated to convey the title he acquired to the President or Secretary of the Association shall be made substantially whole, except for any interest or financing charges paid by him, his legal fees, investigations, and other incidental expenses.

A purchase made pursuant to the exercise of the option under Subparagraph (a) of this Paragraph shall be consummated in accordance with the provisions of the Agreement which the Unit Owner first proposed to enter into. A purchase made pursuant to a bid at a judicial or execution sale shall be made in accordance with the conditions of the order of sale and other applicable law.

A lease which the Association elects to enter into under the provisions of subparagraph (a) of this Paragraph shall be consummated in accordance with the provisions contained in the lease which the Unit Owner first proposed to enter into. The consenting Unit Owners shall thereupon pay to the Association, without demand, jointly and severally, the amount of all rental installments and other charges due under said Lease at least fifteen (15) days before each rental installment and charge is due.

(d) Title to Acquired Interests

Ownership Interests or interests therein acquired pursuant to the terms of this Paragraph shall be held of record in the name of the President or Secretary of the Association as trustee for all consenting Unit Owners. Such holding shall be for the benefit of all the Unit Owners consenting to and participating in such acquisition. Said Ownership Interests or interests therein shall be sold or leased upon authorization of a majority of the Board for the benefit of such consenting Unit Owners. All net proceeds of any such sale or leasing shall be deposited in a special account and shall thereafter be promptly disbursed in the appropriate amounts to the consenting Unit Owners.

20. EXTRA GARAGE PARKING SPACES

Declarant has and shall sell to Unit Owners desiring extra garage parking spaces the twenty-nine (29) parking spaces described in Section 7(d) (vi) of this Declaration (herein called "Extra Garage Parking Spaces"). Each Unit Owner who has purchased an Extra Garage Parking Space shall have the exclusive right and easement so long as he owns an Ownership Interest to use and occupy the Extra Garage Parking Space purchased by him. Said Extra Garage Parking Spaces shall be Limited Common Areas and Facilities appurtenant to the Units of the purchasers thereof. Any Extra Garage Parking Spaces acquired by the Association shall be deemed to be Exclusive Use Areas and shall be governed by the provisions of Section 7(e) hereof, except that the Association may sell and transfer any Extra Garage Parking Spaces acquired by it to a Unit Owner and the Extra Garage Parking Space so sold and transferred shall thereupon again become Limited Common Areas and Facilities appurtenant to the Unit of the purchaser-transferee thereof, and shall thereupon become subject to the provisions of this Section.

Declarant may own and continue to offer for sale any or all of the Extra Garage Parking Spaces as long as Declarant owns at least one (1) Unit.

The Association shall make a special annual assessment against each Unit Owner who owns an Extra Garage Parking Space for such Unit Owner's proportionate share of the cost of maintaining such Extra Garage Parking Space, of the cost of insurance attributable thereto, and of the real estate taxes and assessments properly allocable thereto. Such annual special assessment shall be payable by each Unit Owner owning an Extra Garage Parking Space in twelve (12) equal monthly installments, each in advance. The special assessment shall have the same force and effect and shall be collectible in the same manner as other assessments against the Unit Owner and his Ownership Interest. Said special assessment shall be applied each month as collected, in proportion to each Unit Owner's percentage of interest in the Common Areas and Facilities, in reduction of the proportionate share of Common Expenses payable each month by each Unit Owner.

The exclusive right and easement granted to a Unit Owner under this Section to use and occupy an Extra Garage Parking Space shall be transferable by him to the purchaser of his Ownership Interest, to any other Unit Owner, or to the Association, but to no other person. If the owner of an Extra Garage Parking Space fails to transfer the same to the transferee of his Ownership Interest or to another Unit Owner within seven (7) days after the Secretary or President of the Association shall have given written notice to the Unit Owner or Occupant of the Unit to which the Extra Garage Parking Space is appurtenant that said Unit Owner has failed to transfer his Extra Garage Parking Space when he transferred his Ownership Interest, said Unit Owner's exclusive right and easement to use and occupy such Extra Garage Parking Space shall automatically cease, the right and use thereof shall automatically pass and belong to the Association, and the Extra Garage Parking Space shall become an Exclusive Use Area as provided above. Any notice to be given under this Section shall be deemed to have been duly given either if it is personally delivered to the Unit Owner to whom it is to be given or if it is placed under the door or fastened outside the door of the Unit to which the Extra Garage Parking Space is appurtenant.

The Secretary of the Association shall maintain a book in which he shall keep a record of the owners of each Extra Garage Parking Space. The transfer of an Extra Garage Parking Space shall be made by the transferor and transferee thereof signing in duplicate the following statement:

TRANSFER
OF EXTRA GARAGE PARKING SPACE

Date: _____

The undersigned hereby transfers to _____
owner of Unit No. _____ in Blair House Condominium, Extra Garage Parking Space
No. _____ as designated on the Drawings of Blair House Condominium.

[Signature of transferor or transferors]

ACCEPTED:

[Signature of transferee or transferees]

One fully signed original of such statement shall be given to the transferee (or transferees) and one fully signed duplicate original statement shall be given to the Secretary of the Association. The transfer shall be deemed to have occurred when a fully signed duplicate original statement is personally delivered to any officer of the Association.

Any controversy or claim arising out of or relating to this Section shall be settled by arbitration before one arbitrator in accordance with the Rules of the American Arbitration Association, and the judgment upon the award rendered by the Arbitrator may be entered in any Court having jurisdiction thereof.

21. MISCELLANEOUS PROVISIONS

(a) Declarant's Rights Pending Sale of a Majority of Units

Until such time as Declarant shall have consummated the sale of a sufficient number of Ownership Interests to entitle the Unit Owners, other than Declarant, to exercise a majority of the voting power in the Association and a meeting of the Association at which a Board is elected has been held, Declarant may exercise in a reasonable manner, the powers, rights, duties and functions of the Association and the Board, including, without limitation, the power to determine the amount of, and to levy special assessments for Common Expenses, and the right to enter into, on behalf of the Association, the management agreement referred to in Paragraph 9(a)(iv) hereof, the form of which is attached hereto as ATTACHMENT 3.

(b) Rights and Obligations of Declarant Pending Sale of Each Unit

So long as said Declarant owns one or more Units, Declarant shall be subject to the provisions of this Declaration, the Drawings, and the Bylaws; EXCEPT THAT Declarant may sell, lease, convey, license, use and otherwise contract in respect to Units owned by Declarant without approval of the Board, the provisions of Paragraph 12(m) and 19 being inapplicable to Declarant and to Ownership Interests owned by Declarant. Declarant covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the property or other rights assigned to the Association by reason of the establishment of the Condominium. Notwithstanding the foregoing, Declarant shall not rent any Units for transient or hotel purposes as that phrase is defined in Paragraph 12 (1) above.

(c) Non-Liability of Declarant

Declarant shall not be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to this Declaration or by the Bylaws or in Declarant's (or its representative's) capacity as developer, contractor, owner, manager or seller of the Condominium Property whether or not such claims (i) shall be asserted by any Unit Owner, Occupant, the Association, or by any person or entity claiming through any of them; or (ii) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (iii) shall arise ex contractu or (except in the case of gross negligence) ex delicto. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any neglect of any Unit Owner, Occupant, the Association, 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 or function or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.).

(d) Notices of Mortgages

Any Unit Owner who mortgages his Ownership Interest or interest therein, shall notify the Association, in such manner as the Association may direct, of the name and address of his mortgagees and thereafter shall notify the Association of the payment, cancellation or other alteration in the status of such mortgages. The Association shall maintain such information in a book entitled "Mortgagees of Units".

(e) Copies of Notices to Mortgage Lender

Upon written request to the Board, the holder of any duly recorded mortgage on any Ownership Interest or interest therein shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner or Owners whose Ownership Interest or interest therein is subject to such mortgage.

(f) Covenants Running With Land

Each grantee, lessee, or contractee of any interest whatsoever in any part of the Condominium Property, by the acceptance of a deed of conveyance, lease, or contract in respect to any interest in any part of the Condominium Property 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, 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 Condominium Property, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed, lease and contract.

(g) Termination

Upon the removal of the Condominium Property from the provisions of Chapter 5311, all easements, covenants and other rights, benefits, privileges, impositions and obligations declared herein to run with the Land or any Ownership Interest or interest therein shall terminate and be of no further force or effect.

(h) Waiver

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

(i) Severability

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

(j) Time Limits

If any of the privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory provision, (ii) the rule restricting restraints or alienation, or (iii) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Richard M. Nixon, President of the United States of America.

(k) Service of Notices

Except where otherwise herein expressly provided, notices required to be given to the Board or the Association shall be in writing and shall be delivered to any two (2) members of the Board or to the President of the Association, either personally or by certified or registered mail, return receipt requested, with postage prepaid, addressed to such members or officer at his Unit.

(l) Service of Notices on Unit Owners

Unless otherwise expressly provided for herein, any notices required or desired to be given to the Unit Owners or to any one or more of them shall be in writing and shall be deemed to have been effectively given if it shall have been (i) delivered personally to the Unit Owner or Unit Owners (if there be more than one person owning a single Unit, a notice given to any one of such several persons shall be deemed to have been given personally to all of the persons owning an interest in such Unit), (ii) placed beneath the front door of the Unit (it shall then be deemed to have been given to all persons owning an interest in such Unit), or (iii) sent by certified or registered mail, return receipt requested, with postage prepaid, addressed to the Unit Owner at the mailing address of his Unit.

(m) Duration

If any Ohio law should be deemed to limit the period during which covenants restricting lands to certain uses may run, it shall be the duty of the Board to cause the covenants contained herein, as amended from time to time, to be extended when necessary by filing in the Recorder's Office of Summit County a document bearing the signatures of a majority (or such greater number as may be required by law) of the then Unit Owners reaffirming and newly adopting the Declaration and covenants then existing in order that the same may continue to be covenants running with the Land. Such adoption by a majority (or such greater number as may be required by law) shall be binding on all, and each Unit Owner of any Unit, by acceptance of a deed therefor, is deemed to agree that the Declaration and covenants may be extended as provided in this Subparagraph. This Subparagraph is precautionary only. If the effect of Chapter 5311 is to abrogate any law limiting the period during which covenants restricting lands to certain uses may run, then such document need not be filed. This Subparagraph shall not be deemed to limit, in any respect, the covenants, restrictions and declarations herein contained, it being the intention of Declarant and all Unit Owners that all of the declarations, covenants and restrictions herein contained shall continue until this Declaration and submission is terminated in the manner herein provided.

(n) Headings

The heading to each Paragraph and each Subparagraph hereof is inserted only as a matter of convenience for reference and in no way defines

limits or describes the scope or intent of this Declaration nor in any way affects this Declaration.

(c) Interpretation

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 undersigned, BLAIR HOUSE PROPERTIES, has executed this Declaration this 12th day of July, 1973.

WITNESSES:

BLAIR HOUSE PROPERTIES, A PARTNERSHIP

[Signature]

By: Newport Enterprises, Inc., Partner

[Signature]

By:

Saft Walker Pres

And: American Diversified Developments, Inc.,
Partner

By:

Saft Walker Sec.

Situated in the City of Akron, County of Summit and State of Ohio:

And known as being a part of Lot 86 in the Ely Subdivision as recorded in Plat Book 1, Page 26 of the Summit County Records of Plats and more fully described as follows:

Beginning at an iron pin at the Northwest corner of Lot No. 1 of the Hereford Drive Allotment as recorded in Plat Book 15, Page 37, Summit County Records of Plats and in the easterly line of North Portage Path; thence North $81^{\circ} 13'$ East along the northerly line of said Hereford Drive Allotment 569.60 feet to an iron pipe; thence North $11^{\circ} 25'$ West parallel with Portage Path 485.94 feet to an iron pipe in the southerly line of Tallmadge Parkway (60 feet wide); thence North $88^{\circ} 55' 30''$ West 40.97 feet to an iron pipe; thence South $11^{\circ} 25'$ East a distance of 227.80 feet to an iron pipe; thence South $78^{\circ} 35'$ West a distance of 529 feet to an iron pipe; thence South $11^{\circ} 25'$ East a distance of 240.83 feet to the place of beginning and containing approximately 3.5318 acres of land.

Percentage of Interest in Common Areas and Facilities, Percentage Representation for Voting Purposes in the Association and Percentage Interest in Common Profits and of Common Expenses

<u>Unit Designation</u>	<u>Approximate Area in Square Feet</u>	<u>No. of Rooms</u>	<u>Percentage of Interest in Common Areas and Facilities, Percentage Representation for Voting Purposes in the Association and Percentage Interest in Common Profits and of Common Expenses</u>
101	1394.03	7	1.307
102	1574.44	8	1.663
103	1317.29	7	1.260
104	917.33	5	.820
105	1238.90	7	1.260
106	1574.44	8	1.663
107	1588.82	8	1.663
108	1238.90	7	1.260
109	917.33	5	.820
110	1317.29	7	1.260
111	1588.82	8	1.663
113	370.72	2	.518
201	959.99	5	.892
202	1483.78	7	1.380
203	1661.43	8	1.735
204	1317.29	7	1.332
205	917.33	5	.892
206	1238.90	7	1.332
207	1679.50	8	1.735
208	1206.22	6	1.037
209	836.67	5	.892
210	1483.78	7	1.380
211	1661.43	8	1.735
212	1238.90	7	1.332
213	917.33	5	.892
214	1317.29	7	1.332
215	1679.50	8	1.735
216	1206.22	6	1.037
301	959.99	5	.892
302	1483.78	7	1.380
303	1661.43	8	1.735
304	1317.29	7	1.332
305	917.33	5	.892
306	1238.90	7	1.332
307	1679.50	8	1.735
308	1206.22	6	1.037
309	959.99	5	.892
310	1483.78	7	1.380
311	1661.43	8	1.735
312	1238.90	8	1.332
313	917.33	5	.928
314	1317.29	7	1.332
315	1679.50	8	1.735
316	1206.22	6	1.037
401	959.99	5	.928
402	1483.78	7	1.452
403	1720.93	8	1.807
404	1317.29	7	1.405
405	917.33	5	.928

3200.71

3.259

Percentage of Interest in Common Areas and Facilities, Percentage Representation for Voting Purposes in the Association and Percentage Interest in Common Profits and of Common Expenses

<u>Unit Designation</u>	<u>Approximate Area in Square Feet</u>	<u>No. of Rooms</u>	
406	1238.90	7	1.405
407	1679.50	8	1.807
408	1206.22	6	1.110
409	959.99	5	1.014
410	1483.78	7	1.452
411	1661.43	8	1.807
412	1238.90	7	1.405
405	917.33	5	.928
414	1317.29	7	1.332
415	1679.50	8	1.807
416	1206.22	6	1.110
501	959.99	5	.928
502	1483.78	7	1.452
503	1661.43	8	1.807
504	1317.29	7	1.405
505	917.33	5	.928
506	1238.90	7	1.405
507	1679.50	8	1.807
508	1206.22	6	1.110
509	959.99	5	1.014
510	1483.78	7	1.452
511	1661.43	8	1.807
512	1238.90	7	1.405
513	917.33	5	.928
514	1317.29	7	1.405
515	1679.50	8	1.807
516	1206.22	6	1.110

2156.23

2.33

ATTACHMENT 3

MANAGEMENT AGREEMENT

AGREEMENT made this _____ day of _____, 1973, between BLAIR HOUSE CONDOMINIUM, INC. ("ASSOCIATION"), a condominium association established in accordance with a Declaration of Condominium Ownership recorded in the Office of the Recorder of Summit County, Ohio, in Volume _____, Page _____ of Deeds (the "DECLARATION") and SANFORD CONSTRUCTION CO. ("AGENT"), an Ohio corporation having its principal office at 2193 South Green Road, University Heights, Ohio 44121.

W I T N E S S E T H:

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. Definitions.

The definitions contained in Paragraph 1 of the Declaration and contained in the Association's Bylaws shall be applicable to the words used in this Agreement unless otherwise expressly provided herein or unless the context otherwise requires.

2. Appointment and Acceptance of Agency.

The Association appoints the Agent and the Agent accepts the appointment, on the terms and conditions herein contained, as exclusive managing agent of the Condominium.

3. Duties of Agent.

The Agent shall perform the following services and duties:

(a) Confer with and advise the Board and the Officers of the Association in the performance of their duties.

(b) Arrange for, prepare and deliver notices for, attend, and supervise (to the extent requested) the annual meetings of the Association, and all duly called special meetings of the Unit Owners of the Association.

(c) Attend meetings of the Board (up to a maximum of twelve each year, the number not to be cumulative) at the request of the President or Vice President of the Association.

(d) Before December first of each year, prepare an estimate of the total amount necessary to pay the Common Expenses for the next calendar year together with a reasonable amount considered by the Agent necessary for a reserve for contingencies and replacements, and the amounts, if any, which may be received from special assessments (or by virtue of "other charges"), concessions, contracts for special services and facilities, and other sources, and submit such estimates to the Board to facilitate the determinations required to be made by the Board under ARTICLE V, Section 1, of the Bylaws. Upon the determination by the Board of these estimates, the Agent shall give notice to each Unit Owner of the amounts of the estimates made by the Board, and the amount of the assessment payable each month by each Unit Owner.

(e) On or before the date of each annual meeting, prepare and furnish to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, by special assessments, or otherwise, and showing the net amount over or short of the actual expenditures plus reserves.

(f) In addition to keeping the Board generally advised of matters concerning the Condominium, advise the Board promptly of extraordinary expenditures (and, if known in advance, the probable need thereof), and, if such is the case, the inadequacy of "Estimated Unit Owners Cash Requirements", so that the procedures of Section 2 of ARTICLE V of the Bylaws may be authorized by the Board, if necessary. Upon direction from the Board, the Agent shall serve notice of further assessment upon all Unit Owners as provided in said Section 2 of ARTICLE V.

(g) Collect all assessments due from the Unit Owners; security deposits from Unit Owners when directed by the Board under Section 8 of ARTICLE V of the Bylaws; all rents, if any, due from users or lessees of any parts of the Common Areas and Facilities; all rents, if any, due from any Units, the record title of which is held in the name of the President or Secretary of the Association as Trustee under Paragraph 19 (i) of the Declaration; and all sums due from concessionaires in consequence of the authorized operation of facilities in the Condominium maintained for the benefit of the Unit Owners.

(h) Furnish to the President and Treasurer of the Association an itemized list of all delinquent accounts immediately following the tenth of each month.

(i) On the basis of an operating schedule, job standards, and wage rates previously approved by the Board on the recommendation of the Agent, investigate, hire, pay, supervise, and discharge the personnel necessary to be employed in order to maintain and operate the Condominium. Such personnel shall in every instance be in the Association's and not in the Agent's employ. Compensation for the services of such employees (as evidenced by certified payrolls) shall be an operating expense of the Condominium.

(j) Coordinate the plans of Unit Owners for moving their personal effects into and out of the Condominium, with a view towards scheduling such movements so that there shall be a minimum of inconvenience to other Unit Owners.

(k) Maintain businesslike relations with Unit Owners whose service requests shall be received, considered and recorded in systematic fashion in order to show the action taken with respect to each. Complaints of a serious nature shall, after investigation, be reported to the Board with appropriate recommendations. As part of a continuing program, secure full performance by the Unit Owners and occupants of all obligations for which they are responsible, and advise the Board of any Unit Owners and Occupants who fail to perform their obligations under the Declaration, Bylaws, or Rules or who violate any of the same.

(l) Negotiate and enter into as agent of and on behalf of the Association, agreements for the maintenance, repair, replacement, alteration and improvement of those parts of the Common Areas and Facilities for which the Association is responsible; PROVIDED THAT if any one item of repair or replacement costs more than \$1,000, the Agent shall first receive authorization from the Board, except that emergency repairs involving manifest danger to life or property or immediate action for the preservation or safety of any of the Condominium Property or for the safety of any Unit Owner or Occupant or required to avoid the suspension of any necessary service to the Condominium, may be made by the Agent irrespective of the cost limitation imposed by this subpara-

it is understood and agreed that the Agent will, if at all possible, confer immediately with the Board regarding every such expenditure. The Agent shall not incur liabilities (direct or contingent) which will at any time exceed the aggregate of Five Thousand Dollars(\$5,000) or any liability maturing more than one (1) year from the creation thereof, without first obtaining the approval of the Board.

(m) Take such action on behalf of the Association as may be necessary to comply promptly with orders or requirements affecting the Condominium Property placed thereon by any federal, state, county, or municipal authority having jurisdiction thereover, and orders of the Board of Fire Underwriters or other similar bodies, subject to the same limitation contained in subparagraph (l) above. The Agent, however, shall not take any action under this subparagraph (m) so long as the Association is contesting, or has affirmed its intention to contest any such order or requirement. The Agent shall promptly, and in no event later than 72 hours from the time of their receipt, notify the Association in writing of all such orders and notices of requirements of which the Agent has received actual notice.

(n) Subject to approval by the Board, as agent of and on behalf of the Association, enter into agreements for providing utilities, energy, vermin extermination, concessions, and other services and facilities, or such of them as the Board shall deem desirable, for the Common Areas and Facilities, and place orders for such equipment, tools, appliances, materials and supplies as are necessary properly to maintain the Common Areas and Facilities. All such contracts and orders shall be made in the name of the Association and shall be subject to the limitations set forth in subparagraph (l) of this Paragraph.

(o) Establish and maintain, in a bank or in a savings and loan association whose deposits are insured by the Federal Deposit Insurance Corporation and in the name of the Association, a separate bank account for the deposit of the monies of the Association, with authority of Agent, and no one else, to draw thereon for any payments to be made by the Agent to discharge any liabilities or obligations incurred pursuant to this Agreement, and for the payment of the Agent's fee, all of which payments shall be subject to the limitations set forth in this Agreement.

(p) From the funds collected and deposited in the special account provided for in subparagraph (o) of this Paragraph, cause to be disbursed regularly and punctually (i) salaries and any other compensation due and payable to the employees of the Association, and the taxes payable under subparagraph (q) of this Paragraph, (ii) the premiums on insurance required to be maintained by the Association, and (iii) all of the other sums due and payable by the Association, including the Agent's commission. After disbursement of the funds in the order herein specified, any balance remaining in the special account may be disbursed or transferred from time to time, but only as specifically directed by the Board.

(q) Prepare and file on behalf of the Association such forms, reports, and returns as are required by law in connection with federal, state and municipal income tax withholdings, unemployment insurance, workmen's compensation insurance, Social Security, and other similar taxes now in effect or hereafter imposed.

(r) As agent and on behalf of the Association obtain the insurance required to be obtained by the Association under Paragraph 13 of the Declaration, and upon the direction and authorization from the Board obtain such additional insurance and coverage as the Association is permitted to obtain under said Paragraph 13 and under Section 1 of ARTICLE VI of the Bylaws.

Condominium finances, of the names of Unit Owners, of the names of mortgagees of Ownership Interests (if such names are actually furnished to Agent), and of such other matters affecting the Condominium as the Agent considers appropriate, which records shall be open for inspection by any Unit Owner or his representative duly authorized in writing in accordance with the provisions of ARTICLE V, Section 5 of the Bylaws; furnish (on behalf of the Board) to each Unit Owner promptly upon his request a statement of his account as required under ARTICLE V, Section 5; provided that the Agent may charge to the requesting Unit Owner a fee of \$5.00 for each statement requested in respect to a particular Unit after one statement has been furnished in respect to the same Unit within the past twelve (12) months (regardless of the fact that a change of title within such twelve-month period may have caused the request to come from two different Unit Owners); render to the President and Treasurer of the Association by not later than the tenth (10th) day of each month a statement of receipts and disbursements as of the end of the preceding month.

(c) Operate and maintain the Condominium according to the highest standards achievable consistent with the overall plan of the Association and the directions and authorizations received from the Board: The Agent shall see that all Unit Owners are informed with respect to the Rules promulgated by the Association.

4. Powers and Authority.

The Agent shall have all powers and authority which the Association has and which are necessary or proper to carry out the duties imposed upon the Agent under this Agreement. Such powers and authority include, without limitation, the following:

(a) the rights granted to the Association and its agents under Section 2 of ARTICLE IV of the Bylaws; and

(b) the right to request, demand, collect, receive, and receipt for any and all charges or rents which may at any time be or become due to the Association and, when directed by the Association, take such action in the name of the Association (and at the cost and expense of the Association) by way of legal process or otherwise (with legal counsel selected by Agent) as may be required for the collection of delinquent assessments and any and all other sums due to the Association.

5. Limitations on Agent's Obligations.

(a) Everything done by the Agent under the provisions of Paragraphs 3 and 4 shall be done as Agent of the Association, and all obligations or expenses incurred thereunder shall be for the account, on behalf and at the expense of the Association, except that the Association shall not be obligated to pay the overhead expenses of the Agent's office. Any payments to be made by the Agent hereunder shall be made out of such sums as are available in the special accounts of the Association, or as may be provided by the Association. The Agent shall not be obliged to make any advance to or for the account of the Association or to pay any sum, except out of funds held or provided as aforesaid, nor shall the Agent be obliged to incur any liability or obligation for the account of the Association without assurance, satisfactory to Agent, that the necessary funds for the discharge thereof will be provided.

(b) The duties imposed upon the Agent hereunder are confined and limited to the Common Areas and Facilities for which the Association is responsible. Such duties do not include supervision or management of Units, except to the limited extent of collecting rents from a Unit owned by the President or Secretary of the Association as trustee under Paragraph 19(i) of the Declaration, as described in Paragraph 3(g) of this Agreement.

shall have no responsibilities or obligations arising out of a taking, damage to or destruction of any part of the Condominium Property as a result of condemnation, fire, accident or any casualty, insured or uninsured, including without limitation, settling or negotiating any claim for insurance proceeds or any condemnation award, arranging for or making repairs, replacements or restoration required or desired as a result of any condemnation, fire, accident or casualty, and collecting and paying out any monies owing, payable or received as a result of such matters; provided, however, that Agent shall negotiate and settle any insurance claim where the amount claimed is less than \$15,000 and shall arrange for the making of repairs, replacements and restorations necessitated by condemnation, fire, accident or any casualty where the reasonable cost of such work does not exceed \$15,000. If the Association desires Agent to handle any such matters where the claim is more than \$15,000 or the reasonable estimate of the cost of repairs, replacements, or restorations resulting from such matters is in excess of \$15,000, then the Association shall make such additional arrangements with Agent in respect thereto and shall pay the Agent such additional compensation as is satisfactory to Agent.

6. Compensation.

The Agent shall be entitled to receive and shall be paid as compensation for the services performed by it under this Agreement a fee of Nine Hundred Fifty Dollars (\$950.00) per month for the first twelve (12) months and One Thousand Dollars (\$1,000.00) per month for the remainder of the term of this Agreement. The foregoing amounts shall be paid no later than the fifteenth (15th) day of each and every consecutive month throughout the term of this Agreement as hereinafter set forth. If the Declaration is filed for renewal on a date other than the first of a month, then the first payment shall include payment for the period from the date of said filing to the first (1st) day of the following calendar month on a daily basis at the rate of Thirty-One and 67/100 Dollars (\$31.67) per day.

7. Duration.

(a) The term of this Agreement shall be for a period commencing upon the date the Declaration is filed for record with the Summit County Recorder and ending on the last day of the eighteenth (18th) full calendar month thereafter.

(b) Upon termination of the term of this Agreement, the Agent and the Association shall account to each other with respect to all matters outstanding as of the date of termination, and the Association shall furnish the Agent security, satisfactory to the Agent, against any outstanding obligations or liabilities which the Agent may have incurred hereunder.

8. Termination Prior to Contemplated Term.

(a) This Agreement may be terminated as of the end of any calendar month upon the written consent of both the Agent and the Association.

(b) Either the Agent or the Association may terminate this Agreement upon written notice to the other upon or at any time after the occurrence of any one of the following events (even though the event is applicable to the party electing to terminate), provided the event (or subject of the event) objected to has not been cured at the time the written notice of termination is given:

- (i) an assignment by either party for the benefit of its creditors;
- (ii) an admission by either party, in writing, of its inability to pay its debts as they become due; or

(iii) the filing by either party of a voluntary petition in bankruptcy; or an adjudication of either party as bankrupt or insolvent; or the filing by either party or against either party by any creditors of the party of any petition seeking for either party a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief, under any chapter or provision of the Bankruptcy Act of 1898 as now or hereafter amended or supplemented or under any similar act, statute, law or regulation; or either party's seeking, consenting to, acquiescing in, or inability to prevent the appointment of any trustee, receiver or liquidator of itself or of all or any substantial part of the properties of itself.

(c). If any bank, savings and loan association, insurance company, investment trust or other institutional lender should come to own units having in the aggregate fifty per cent (50%) or more interest in the Common Areas and Facilities, such lender may by written notice to Agent and to the Association terminate this Agreement at the end of any calendar month.

9. Miscellaneous.

(a). This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

(b) This Agreement constitutes the entire Agreement between the parties, and no variance or modification thereof shall be valid or enforceable, except by supplemental agreement in writing, executed and approved in the same manner as this Agreement.

(c) For the convenience of the parties, this Agreement has been executed in several counterparts which are in all respects similar and each of which shall be deemed to be complete in itself so that any one may be introduced in evidence or used for any other purpose without the production of the other counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BLAIR HOUSE CONDOMINIUM, INC.

By: _____
President

SANFORD CONSTRUCTION CO.

By: _____