

DECLARATION FOR
THE COTTAGES AT SAVANNAH CONDOMINIUM
NORTH RIDGEVILLE, OHIO

This will certify that a copy of this Declaration and the attached Drawings and By-Laws have been filed with the Lorain County Auditor as of the date set forth below.

County Auditor

Dated: 10/19, 2000

By: *Mark R. Stewart*

NO TRANSFER NECESSARY
MARK R. STEWART
LORAIN COUNTY AUDITOR
10/19/00 *smm*
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DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE COTTAGES AT SAVANNAH CONDOMINIUM**

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DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE COTTAGES AT SAVANNAH CONDOMINIUM

WHEREAS, The Cottages at Savannah, Ltd., an Ohio limited liability company, which with its successors and assigns is hereinafter referred to as "Grantor", is the owner in fee simple of the real property situated in the City of North Ridgeville; County of Lorain and State of Ohio and more fully described on Exhibits A and D, which is attached hereto and incorporated herein by reference; and

WHEREAS, it is the desire of Grantor to submit said real property together with the improvements located thereon to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership;

NOW, THEREFORE, Grantor hereby declares:

1. **Definitions:** The terms defined in this Section 1, (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Declaration and of any amendments hereto shall have the respective meanings specified in this Section.

(a) "Association" means the The Cottages at Savannah Condominium Unit Owners' Association.

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

(c) "Building" means a residential structure erected on the Condominium Property.

(d) "By-Laws" means the By-Laws of the Association attached hereto as Exhibit B and made a part hereof.

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

(f) "Common Areas" means all parts of the Condominium Property except the Units.

(g) "Common Expenses" means those expenses designated as Common Expenses in Chapter 5311, the Declaration or By-Laws, including, without limitation, the following:

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

(2) Expenses of the Association incurred in the insuring, administration, maintenance, repair and replacement of the Common Areas and all other expenses reasonably necessary to effectuate the Association's purposes; and

(3) Expenses determined from time to time to be Common Expenses by the Association.

(h) "Common Profits" means the amount by which the total income received by the Association exceeds the Association's expenses and which the Board determines is not necessary to be retained by the Association for future expenses.

(i) "Condominium Property" means the real estate described on Exhibit A, the Buildings and all other improvements thereon, all flora located thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners.

(j) "Declaration" means this instrument and all of the exhibits hereto, as originally executed, or, if amended as herein provided, as so amended.

(k) "Drawings" means the drawings prepared and certified by Henry G. Reitz Engineering Co., by Don Woike, Registered Surveyor No. 5547, and by Stuart W. Sayler, Registered Engineer No. 51107, which are filed with county recorder and incorporated herein by reference as Exhibit C.

(l) "Expansion Property" means the land (described on Exhibit D, which is attached hereto and incorporated herein by reference) and all improvements that may be constructed thereon.

(m) "Exclusive Use Areas" means those parts of the Common Areas reserved for use of the Unit Owner of a certain Unit to the exclusion of others and more specifically described in Section 7(d) and means limited common areas and facilities as defined in Ohio Revised Code Section 5311.01(K).

(n) "Occupant" means the person or persons, natural or artificial, other than the Unit Owner, in possession of a Unit.

(o) "Ownership Interest" means a Unit and the undivided interest in the Common Areas appertaining thereto.

(p) "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.

(q) "Unit" means that part of the Condominium Property described in Section 4 and 5 hereof.

(r) "Unit Owner" means any person, natural or artificial, owning the fee simple estate in a Unit.

2. Establishment of Condominium and Division of Condominium Property. Grantor is the owner of the Condominium Property which is hereby submitted to the provisions of Chapter 5311 and is hereby divided into Units and Common Areas as provided below. The Declaration and the Condominium Property shall be subject to Chapter 5311, unless otherwise provided herein. The purpose of this Condominium is to provide dwelling homes.

3. Name. The Condominium Property shall be known as the "Savannah Condominium".

4. General Description of Condominium Property. The Condominium Property consists of the real estate described on Exhibit A and the Buildings (which are of wood frame construction with aluminum and/or vinyl siding, fiberglass shingle roof, and one story) and all other improvements located thereon.

5. Description of Units. Each Unit shall constitute a single fee simple estate and shall consist of that part of the Building in which the Unit is located which lies within the Unit's boundaries, which boundaries are as shown on the Drawings and which are more precisely defined as follows:

(a) Boundaries.

(i) The upper boundary of each Unit is the ceiling covering on the highest ceiling over each portion of the Unit;

(ii) The lower boundaries of each Unit shall be the floor covering of the lowest level of each Unit; and

(iii) The perimetrical boundaries of each Unit shall be the interior surface covering of all exterior walls and shall be the interior surface covering of all walls between Units.

(b) Unit Components. In addition to the space enclosed by said boundaries, each Unit shall include its fireplace(s), if any, including, without limitation, flues, dampers and other parts, its fireplace chimney(s), if any, vents, fans, doors, door frames, grates, windows, window frames, screens and similar items located in the walls, all spaces within built in appliances and the appliances themselves and all spaces within built in shelves and cabinets and all portions of the heating and air conditioning systems serving a Unit (regardless of where the same are located).

(c) Unit Data. The Units shall have the designations 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10. Units 1-4, inclusive, are located in a building which is at the southeast corner of the Condominium Property. Units 5-8, inclusive, are located in one building which is located west of the building described in the preceding sentence. Units 9 and 10 are located in a single building which is located southwest of the building described in the preceding sentence. Units 9 and 10 are Type A Units and consist of approximately 1,250 square feet (including living space and garage). Units 5, 6, 7, and 8 are Cross Type Units which consist of approximately 1,320 square feet (including living space and garage). Units 1 and 4 are C Type Units and consist of

approximately 1,890 square feet (including living space and garage). Units 2 and 3 are E Type Units and consist of approximately 1,815 square feet (including living space and garage). The above-described square footages are approximations and may be more precisely determined by calculation based on dimensions shown on the Drawings. Units 9 and 10 have seven rooms, excluding garage. Units 5, 6, 7 and 8 have seven (7) rooms, excluding garage. Units 1 and 4 have eight (8) rooms, excluding garage. Units 2 and 3 have eight (8) rooms, excluding garage. Each Unit has access to the patios and walkways shown on the Drawings.

(d) **Unit Types.** The Condominium may consist of six (6) types (herein called "Types") of Units which shall be Type A consisting of approximately 1,250 square feet and Type B Units, consisting of approximately 1,100 square feet and Type C Units, consisting of approximately 1,890 square feet, Type D Units, consisting of approximately 1,300 square feet, Type E Units, consisting of approximately 1,815 square feet and Type Cross Units consisting of approximately 1,320 square feet. The foregoing square footages include living space and garages. The square footage of each Type may vary by up to twenty percent (20%) from the approximate square footage described above.

6. **Division and Combination of Units.** A Unit may not be divided and may not be combined with all or a part of any other Unit.

7. **Common Areas:**

(a) **Description.** The Common Areas shall consist of all parts of the Condominium Property except the Units, including, but not limited to, those items defined as being part of the Common Areas in Section 1(f).

(b) **Ownership of Common Areas.** The Common Areas comprise, in the aggregate, a single freehold estate and shall be owned by the Unit Owners, as tenants in common, and ownership thereof shall remain undivided. No action for partition of any part of the Common Areas shall be maintainable, except as specifically provided in Section 5311.14 of the Ohio Revised Code and Section 14, nor may any Unit Owner otherwise waive or release any rights in the Common Areas provided, however, that if any Unit be owned by two (2) or more co-owners as tenants in common, or as tenants under the survivorship tenancy, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Unit ownership as between such co-owners; through a judicial sale, but not a subdivision of the Unit.

The undivided percentage of interest in the Common Areas of the Units, as determined by Grantor in accordance with the provisions of Chapter 5311, is ten percent (10%) for each Unit. Said interest is computed on the basis of a par value of one (1) for each Unit.

The undivided percentage of interest of the Unit Owners in the Common Areas and the fee title to the respective Units shall not be separated or separately conveyed, encumbered, inherited or divided, and each undivided interest shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to such Unit.

Notwithstanding any provision of the Declaration to the contrary, Grantor and any agent of Grantor, except as a Unit Owner, will not retain any property interest in any of the Common Areas, except as lawfully provided by the Declaration.

(c) **Use of Common Areas.** Each Unit Owner shall have the right to use the Common Areas in accordance with the purposes for which they are intended and for all purposes incidental to the use and occupancy of his Unit, and such rights shall be appurtenant to and run with his Unit; provided, however, that no person shall use the Common Areas or any part thereof in such a manner as to interfere with or 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 By-laws, and the Rules.

(d) **Exclusive Use Areas.** Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy the Exclusive Use Areas appurtenant to his Unit as designated on the Drawings. Notwithstanding the foregoing to the contrary, fences shall not be a part of any Exclusive Use Area.

(e) **Modification of Common Areas.** The Board may modify or make additions or improvements to or remove portions of the Common Areas and may permit the same by a Unit Owner or Unit Owners (including, but not limited to, changes to landscaping, outside lamp posts, traffic control devices, fences, parking areas, driveways, and items attached to the exterior walls of Buildings and porches, screened-in porches, sunrooms, enclosed rooms, decks, patios, and paved roads to adjoining land) provided, however, that none of the changes, improvements or additions may be limited to the exclusive use of a particular Unit Owner or Unit Owners (except with respect to portions of the Common Areas which were prior to the change, improvement or modification already Exclusive Use Areas) and provided, however, that no Unit Owner or Unit Owners may modify, make additions or improvements to or remove portions of the Common Areas except within or on Exclusive Use areas appurtenant to the Unit Owner's Unit. Authorized modifications, improvements, changes or additions (which are not located on an Exclusive Use Area) shall be subject to maintenance by the Association and otherwise subject to the Rules. Authorized additions and improvements located on Exclusive Use Areas shall be maintained by the Unit Owner(s) of the Unit(s) to which the Exclusive Use Area is appurtenant and otherwise subject to the Rules. Any decision by the Board to exercise or to permit a Unit Owner(s) to exercise the rights under this Subsection shall be made such that the modification, addition, improvement, removal or change comports with the architectural style of the Condominium and with quality of materials and workmanship substantially similar to that of the Condominium Property and will not unreasonably and adversely affect another Unit Owner(s).

(f) **Procedure for Modification of Common Areas.** Prior to commencing any modification, addition or improvement to or removal of portions of the Common Areas, as provided above, the Unit Owner shall submit to the President of the Association plans and specifications in writing and in sufficient detail as reasonably determined by the Association. Within thirty (30) days after receipt of the same, the Board of Managers of the Association shall, by majority vote, approve or disapprove the proposal which approval or disapproval shall be in writing and deposited in the United States mail addressed to the Unit Owner at the address of the Unit Owner's unit within said thirty (30) day period. If the Board of Managers fails to render a

decision during said thirty (30) day period, the proposal shall be deemed to have been denied in writing within said thirty (30) day period.

(g) **Authority to Dedicate to Public Use.** Notwithstanding any contrary provision of this Declaration or of the By-Laws, the Association shall have the authority to dedicate to public use portions of the Common Area (excluding those portions of the Common Area on which are located any Building or part of a Building) for use as a public street and may convey by deed or by plat fee simple title to said portions of the Common Areas to the municipality or other political subdivision within which the Condominium Property is located wholly or partially. The President of the Association may act on behalf of the Association as provided herein provided that he has been authorized to do so by the Board of Managers and a vote of the majority of the Members of the Association at a meeting called for such purpose, which meeting may be called for other purposes as well.

8. Unit Owners' Association.

(a) **Membership.** Grantor shall cause to be formed an unincorporated association to be called "The Cottages at Savannah Condominium Unit Owners' Association", which shall administer the Condominium Property and which shall be deemed to have been formed on the date this Declaration is filed for record, subject to the By-Laws which are attached hereto and incorporated herein by reference as Exhibit B. With the consent of the holders of a majority of the Association's voting power, the Association may be incorporated. 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 Ownership Interest, at which time the new owner of such Unit shall automatically become a member of the Association.

(b) **Board of Managers and Officers.** The Board and Officers of the Association, elected as provided in the By-Laws, shall exercise the powers, discharge the duties and be vested with the rights conferred upon the Association by operation of law, by the By-Laws and by this Declaration.

(c) **Administration of Condominium Property.** The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the By-Laws. Each Unit Owner, and Occupant shall comply with the provisions of this Declaration, the By-Laws and the Rules and the lawful decisions and resolutions of the Association or its duly authorized representative(s), all as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action for damages or for injunctive relief. The Association shall not have an adequate remedy at law in the event of a Unit Owner's or Occupant's failure to comply, as described in the preceding sentence, and the Association shall be irreparably harmed in the event injunctive relief is not granted. Each Unit Owner hereby waives any rights with respect to any requirements concerning the posting of a bond.

(d) **Irregular Elections and Actions.** Notwithstanding any good faith errors or irregularities with respect to the nomination or election of any member of the Board or any officer of the Association and notwithstanding any good faith errors or irregularities with respect

to any actions of the Association or the Board, all acts and omissions, in good faith and otherwise in compliance with the Chapter 5311 and the Declaration and the By-Laws, shall be binding and effective as if such errors or irregularities had not occurred. Election of a Board member or Officer in good faith after the required notice to the Association members or Board members, at a meeting without the correct quorum shall be cured by this remedial section. This section shall not constitute an impediment to the correction of any error or impropriety at a subsequent meeting of the Association members or the Board or by any other lawful means.

(e) Rules. The Board, in good faith, may adopt Rules for regulation of all activities in, on or about the Common Areas and the Units, all subject to the Act, the Declaration and the By-Laws. All rules shall be adopted in accordance with reasonable procedures adopted by the Board from time to time. The procedure shall, at all times, include publication of a proposed rule reasonably calculated to give notice to the Unit Owners of the content of the proposed rule and the intention to adopt it, and reasonable opportunity for any Unit Owner or representative of the Unit Owner to appear before the Board in person and to contact the Board in writing to discuss and comment upon the proposed rule and adoption of proposed rules at open meetings of the Board. The Board may, from time to time, adopt Rules setting reasonable fines, proportionate to the offense, for violation of the Declaration, the By-Laws and the Rules and for the levying and collection of such fines as a special assessment. In addition to any other remedies provided by law or the Declaration and By-Laws, a Unit Owner, who is accused of a violation or who is subject to a fine, may request a hearing before the Board. At which hearing the Unit Owner, directly or through a representative, may present evidence and argument. The Board shall adopt reasonable Rules providing for a hearing mechanism, including, but not limited to, Rules requiring written notice to the Board (requesting a hearing and specifying the disputed matter) within a reasonable period after the dispute arose and specifying a reasonable period thereafter during which a hearing must be held.

(f) Costs. Not in limitation of and notwithstanding any contrary provision of the Declaration or By-Laws, any Unit Owner or Occupant shall reimburse the Association for all reasonable attorney's fees and all other costs (including, but not limited to, a reasonable portion of the overhead expenses of the Association) incurred as a result, directly or indirectly, of any breach of the Declaration, the By-Laws or the Rules by said party and the enforcement by the Association or the Board of any infraction of the Declaration, the By-Laws or the Rules. Said fees shall be deemed to be special assessments and shall be deemed to have arisen on the date of the breach or infraction.

(g) Unit Owner Control. Prior to the date on which Ownership Interests, to which appertain (in the aggregate) an undivided twenty-five percent (25%) interest in the Common Areas, have been conveyed by Grantor, Grantor shall appoint and remove members of the Board, in its sole discretion, and shall exercise all power and authority of the Association, the Board and/or its officers and shall, in all instances, have the authority to act on behalf of the Association, the Board and/or its officers.

Not later than the date on which Ownership Interests, to which appertain (in the aggregate) an undivided twenty-five percent (25%) interest in the Common Areas, have been conveyed by the Grantor, the Association shall meet and the Unit Owners, other than the Grantor, shall elect not less than twenty five percent (25%) of the Board members.

Not later than the date on which Ownership Interests, to which appertain (in the aggregate) an undivided fifty percent (50%) interest in the Common Areas, have been conveyed by the Grantor, the Association shall meet and the Unit Owners, other than the Grantor, shall elect not less than thirty-three and one-third percent (33-1/3%) of the Board members.

On or before thirty (30) days after the earlier of the following dates: (i) five (5) years after the date on which this Declaration is filed for record or (ii) thirty (30) days after the date on which Ownership Interests to which appertain (in the aggregate) an undivided seventy-five percent (75%) interest in the Common Areas, have been conveyed by Grantor, the Association shall meet and the Association members shall elect all members of the Board and the Board shall elect the Association's officers. Said persons so elected shall take office upon election.

Until the Association members elect all the members of the Board, Grantor may, at Grantor's sole discretion, remove and appoint replacements for Board Members who were not elected by Unit Owners, other than the Grantor, and may remove and appoint officers of the Association. The percentage interests, described above, shall be calculated based on a total of one hundred twenty-nine (129) Units.

(h) **Service of Process.** Until such time as the President of the Association is elected or appointed, the person to receive service of process for the Association is Maurice F. Shave, 33488 Liberty Parkway, North Ridgeville, Ohio 44039. Thereafter, the President of the Association shall be the person designated to receive service of process for the Association.

(i) **Compliance with Fair Housing Rules.** The Association shall comply with the rules (current at the time in question) issued by the United States Secretary of Housing and Urban Development (issued pursuant to United States Code Title 42, Section 3607(b)(2)(C)) and shall comply with the requirements of said Section (as in force at the time in question). Not in limitation of the foregoing, the Association shall publish and adhere to policies and procedures that demonstrate the intent to operate the Condominium for occupancy by persons fifty-five (55) years of age or older (in accordance with the restrictions set forth in Section 12(a)) and shall establish and follow procedures to verify the age of occupants, including, but not limited to, verification by reliable surveys and affidavits.

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

(a) **Responsibility of the Association.** Except as otherwise expressly provided in Section 14, the Association, at its expense, shall be responsible for the maintenance of the Common Areas of the Condominium Property. Notwithstanding any provision of this Declaration or the By-Laws to the contrary, the Association shall have the right to maintain and repair damage to any Unit if it can be reasonably anticipated that failure to maintain or repair a Unit or damage to a Unit will cause damage to the Common Areas or another Unit or adversely affect public safety and, if the maintenance or damage is visible from outside of a Unit, if failure to maintain the Unit or repair damage to the Unit can reasonably be anticipated to cause a Unit to have an appearance varying from the appearance of the exterior of the other Units. The reasonable cost of any repair or maintenance, described in the preceding sentence, shall be reimbursed by the Unit Owner, within ten (10) days after receipt of a statement therefor from the

Association. The obligation to make said reimbursement shall be deemed to be a special assessment for purposes of Section 10(b).

(b) **Responsibility of Unit Owner.** The responsibility of each Unit Owner shall be as follows:

(1) Except as otherwise expressly provided in Section 14, to maintain, repair and replace, at his expense, all portions of his Unit located within the boundaries of the Unit (except for damage covered by casualty insurance in which the Association is the insured party), such that the same are in reasonably good condition and are in compliance with all applicable health and safety statutes, ordinances, rules and regulations and the orders of duly authorized public officials;

(2) To satisfy his obligations under Section 9(b)(1) in a manner which does not unreasonably disturb other Unit Owners and Occupants and does not impair the structural integrity of any part of the Condominium Property and such that all maintenance, repair and replacements comply with all applicable safety, building, zoning and housing statutes, ordinances, rules and regulations and such that no mechanic's liens may lawfully encumber any portion of the Condominium Property;

(3) To pay all costs for utility services furnished to his Unit:

(4) Except as otherwise provided below, not to paint or otherwise decorate or change the appearance of any portion of the Common Areas and not to paint or otherwise decorate or change the appearance of the exterior of the Unit;

(5) To promptly report 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 By-Laws; and

(6) To observe, fulfill and perform all other obligations of the Unit Owner as set forth in this Declaration or the By-Laws 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 are specifically reserved.

(d) **LIMITED WARRANTIES.** The Grantor furnishes the following LIMITED WARRANTIES, for the benefit of the initial purchaser and all subsequent owners during the term of the warranty (the two-year warranty applies to the Common Areas and the one-year warranty applies to the items within each Unit):

(i) A two-year warranty covering the full cost of labor and materials for any repair or replacement of roof and structural components, and mechanical, electrical, plumbing and common service elements serving the Condominium or any additional property added to the Condominium as a whole, occasioned or necessitated by a defect in material or workmanship; (this two-year warranty shall commence with respect to the Common Areas constructed with the first Unit on the date a deed or other evidence of ownership is filed for record for the first Unit sold and shall commence with respect to Common Areas constructed as a result of the expansion of the Condominium on the date a deed or other evidence of ownership is filed for record for the first Unit sold, which is part of the property added to the Condominium as a result of an expansion); and

(ii) A one (1) year warranty covering the full cost of labor and materials for any repair or replacement of structural, mechanical, and other elements pertaining to each Unit, occasioned or necessitated by a defect in material or workmanship; (this one-year warranty shall commence with respect to each Unit on the date the deed or other evidence of ownership for that Unit is filed for record).

Notwithstanding the warranties described in Subsections (a) and (b), in the case of appliances, if any, which are installed and furnished as part of the Unit by the Grantor, the valid assignment by the Grantor of the express and implied warranty of the manufacturer satisfies the Grantor's obligation with respect to the appliance; the Grantor's warranty is limited to the installation of the appliance. Notwithstanding the warranties described in Subsections (a) and (b), landscaping is warranted for only one (1) year from the date on which it is planted and Developer shall not be responsible for any damage arising due to acts or omissions of parties not under the control or supervision of Developer.

The Grantor will assign and hereby does assign to the applicable Unit Owner all warranties, if any, made to the Grantor by other parties which exceed the time limits of the Grantor's warranties.

Any and all IMPLIED WARRANTIES with respect to the Common Areas shall TERMINATE, with respect to the Common Areas two (2) years after the dates, described above, and with respect to any Unit, shall terminate one (1) year after the date the deed conveying the Unit from the Grantor to the first Unit Owner is filed, except to the extent that the limitations described in this sentence are not lawful. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THAT THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU OR THE ASSOCIATION. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Grantor assumes no liability for any damage from any cause, whatsoever, other than to repair or replace at Grantor's expense, items containing defects covered by the above-described warranties. Grantor assumes no liability for consequential or incidental damage except to the extent not permitted to be excluded or limited by law. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

The Grantor will, at its expense, repair or cause to be repaired, all defects covered by the above warranties. In order to obtain performance of any warranty obligation, any beneficiary of the warranty should contact the President or Secretary of the Grantor at 33488 Liberty Parkway, North Ridgeville, Ohio 44039.

(e) **Effect of Insurance or Construction Guarantees.** Notwithstanding the fact that the Association and/or any Unit Owner may be entitled to the benefit or any guarantee or warranty of material or workmanship furnished by any party responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of construction guaranties or insurance coverage except as provided in Section 14, shall not excuse any delay by the Association or any Unit Owner in performing its or his respective obligations hereunder.

(f) **Compliance with NPDES Permit.** The Association shall at all times comply with and satisfy all obligations of Grantor under and with respect to the Stormwater Pollution Prevention Plan of Grantor with respect to the Condominium Property and the NPDES permit with respect to the same issued by the Ohio Environmental Protection Agency.

(g) **Modification to Exterior of Units.** Subject to approval of the Board of Managers as provided below, a Unit Owner may modify the exterior appearance of the Unit Owner's Unit by modifying, changing or making additions or improvements to the Unit or removing portions of the Unit. Prior to making any modification, change, or addition or improvement to or removal from a Unit, the Unit Owner shall submit to the President of the Association plans and specifications with respect to the same in such a form and with such detail as the Association reasonably requires. The approval or disapproval shall be subject to the same procedures and requirements as set forth in Section 7(f) of this Declaration.

10. Common Expenses and Assessments.

(a) **Division of Common Profits and Common Expenses.** The Common Profits, at times determined by the Board, shall be distributed among, and the Common Expenses may be assessed against the Unit Owners by the Association according to their percentage of interest in the Common Areas as set forth in Section 7(b). Every Unit Owner shall pay his proportionate share of assessments for Common Expenses and any special assessments levied against him, and no Unit Owner shall exempt himself from liabilities for such assessments by waiver, failure to use or enjoy all or any part of the Common Areas or by the abandonment of his Unit.

(b) **Lien of Association.** The Association shall have a lien upon each Unit Owner's Ownership Interest for the payment of the portion of the assessments, including without limitation, special assessments, chargeable against such Unit which remains unpaid for ten (10) days after the same has become due and payable, from the time a certificate therefor is filed with the Recorder of Lorain County, Ohio, pursuant to authorization given by the Board. Such certificate shall contain a description of the Unit, the name or names of record of the Unit Owner or Owners thereof and the amount of such unpaid portions of the assessments and shall be subscribed by the President of the Association. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner

provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a Court in an action brought to discharge all or any portion of such lien as provided in Section 10 (d). In addition, each Unit Owner and the co-owners of a Unit, if any, shall be personally liable for all assessments chargeable against the Unit during the period of his ownership thereof, and any assessments not paid within ten (10) days after the same shall become due and payable shall bear interest at the maximum rate allowed by law until such time as the same has been paid in full. Co-owners of a Unit shall be jointly and severally liable for all assessments chargeable against their Unit.

(c) **Priority of Association's Lien.** The lien provided for in Section 10(b) shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of first mortgages filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by the President thereof pursuant to authority given to him by the Board. In any such foreclosure action, the Association shall be entitled to become the purchaser at the foreclosure sale and shall take title in the name of the President of the Association as Trustee for the Unit Owners or, if the Association is incorporated, in the name of the Association and shall be entitled to the appointment of a receiver to take possession of the Unit and to rent the Unit and to collect a reasonable rent and to pay expenses associated with the occupancy and maintenance of the Unit, including, but not limited to, assessments, utilities and attorneys fees.

(d) **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, or improperly levied, may bring an action in the Court of Common Pleas for Lorain County, Ohio, for the discharge of all or any portion of such lien.

(e) **Non-Liability of Foreclosure Sale Purchaser for Past Due Assessments.** When the mortgagee of a first mortgage of record acquires title to a Unit as a result of foreclosure of the first mortgage or of the acceptance of a deed in lieu of foreclosure and when any Purchaser at a foreclosure sale acquires a Unit, such mortgagee and such Purchaser and their heirs, legal representatives, successors and assigns, shall not be liable for the assessments levied against such Unit which were levied prior to the acquisition of title to such Unit by such Mortgagee or such Purchaser. Such assessments shall be deemed to be Common Expenses and shall be levied against all of the Unit Owners (except the mortgagee and the Purchaser). at the time of the first assessment next following the acquisition of title by such mortgagee or Purchaser. Notwithstanding the foregoing to the contrary, the Unit Owner, whose Unit has been foreclosed, shall remain personally liable for the assessments which may be collected by the Association by any lawful means.

(f) **Liability for Assessments Upon Voluntary Conveyance.** In a voluntary conveyance of a Unit other than by Deed in lieu of foreclosure, the Grantee of the Unit shall be jointly and severally liable with the Grantor for all unpaid assessments levied against such 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 Grantee therefor. However, any such prospective Grantee shall upon written request 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 be subject to a lien for any unpaid assessment which became due prior to the date of said statement if the same are not set forth in said statement.

(g) Reserves. The Association may create and maintain an adequate reserve fund for the maintenance, repair and replacement of the Common Areas. The funds necessary to create and maintain such a reserve fund shall be a Common Expense which shall be payable in monthly installments to the fund.

(h) Profits. Common Profits shall, in the discretion of the Board, either be refunded to the Unit Owners or applied to assessments for the succeeding year. Any distributions to a Unit Owner shall be reduced by the amount of any unpaid assessments chargeable to the Unit Owner.

11. Easements.

(a) General. The Condominium Property is hereby made subject to and shall have the benefit of (as the case may be) the following easements, each of which shall be in perpetuity, except as limited herein or by law, and shall run with the land, and shall inure to the benefit of and be binding upon the Grantor, 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 parties:

(1) Encroachments. If due to the construction, settling or shifting of any building (containing a Unit) or due to the partial or total destruction and/or rebuilding of any building containing a Unit, any part of the Common Areas now encroaches or shall hereafter encroach upon any part of a Unit or any part of a Unit now encroaches or shall hereafter encroach upon any part of the Common Areas, easements for the maintenance of such encroachments and for the use of the space encroached upon are hereby granted, so long as said encroachment exists; provided, however, that in no event shall an easement for any encroachment be created for the benefit of any Unit or the Common Areas if such encroachment exists due to the acts of the Unit Owner of the Unit in question, with intent to so encroach, if the Unit is encroaching, or due to the acts of the Association or a Unit Owner or Owners, with intent to so encroach, if the Common Areas are encroaching;

(2) Maintenance Easements. Easements into and through each Unit for the benefit of the Association and the Unit Owners individually for the purposes of installing, laying, maintaining, repairing, replacing and serving all utility delivery and removal systems, including, but not limited to, water, waste water, sewage, gas, heating, air conditioning, electricity and telephone, existing now or existing in the future, if the Association authorizes it to be installed within any wall and for the purpose of repairing, altering or improving the Common Areas or any portion thereof (with respect to future installations) and for ingress and egress to accomplish the above-described purpose after a forty-eight (48) hour notice to the Owner or Occupant of the Unit in question and only between the hours of 8:00 a.m. and 5:00 p.m.; provided that said notice and time limitations shall not apply in the event of an emergency;

(3) **Utility Easements.** Easements for the benefit of each Unit and each respective Unit Owner and Grantor and each Unit Owner of Units constructed on the Expansion Land, if any, for the purpose of the use, in common with others for all utilities, including, but not limited to, water, waste water, sewage, gas, heating, air conditioning, electricity and telephone, which now exist and which serve the Unit in question or may be installed with the Association's authorization and which will serve the Unit in question, over, under, into, along, through and on any portion of the Condominium Property;

(4) **Easements to Others.** Such easements as the Association from time to time may grant to others encumbering the Condominium Property 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) over, under and along any portion of the Common Areas; and each Unit Owner hereby grants the Association an irrevocable power of attorney, coupled with an interest, to execute, acknowledge, deliver and record for and in the name of such Unit Owner such instruments as may be necessary to effect the foregoing; said power of attorney shall be effective notwithstanding the disability or incompetence of any Unit Owner and the lapse of time; and

(5) **Easements Shown on Drawings or of Record.** All easements and/or licenses shown on the Drawings (or on any drawings amending the Drawings or with respect to all or any portion of the Expansion Land) or which are of record on or prior to the date this Declaration is filed for record, with respect to the real estate described in Exhibit A, or which are of record prior to the date an amendment to this Declaration is filed for record with respect to the real estate described in each; and

(6) **Easements for Expansion Property.** Easements for purposes of ingress and egress, by pedestrians and any vehicles, and for the installation and maintenance of utilities on, over and under all portions of the Common Areas (except those portions located beneath a Building) for the benefit of the Expansion Property and all owners of all or any portion thereof and their heirs and assigns, whether or not a Unit Owner of the Condominium and whether or not the Expansion Property is part of this or any other condominium; and

(7) **Easement for Sanitary Lift Station.** Easements for purposes of the use of the sanitary lift station and related facilities and equipment (in the event the same become part of the Condominium Property), for the benefit of any party (including, but not limited to, parties who are not Unit Owners), as designated by Grantor, from time to time and at any time, all of which shall be without the necessity for the consent of the Association or any Unit Owner with "use" to include, but not be limited to, the pumping of sewage and the maintenance, repair and replacement of any portion of the lift station and the related equipment and facilities; and

(8) **Easements for Sewer Line.** Not in limitation of any of the foregoing, easements for purposes of installation and maintenance of a sanitary sewer line on, over and under all portions of the Common Areas (except those portions located beneath a Building) for the benefit of any party (including but not limited to the parties who are not Unit Owners), as designated by Grantor, from time-to-time and at any time and encumbering strips of land up to 15 feet in width at locations designated by Grantor from time-to-time and at any time

from a sanitary lift station to a public right-of-way, all of which shall be without the necessity for the consent of the Association or any Unit Owner.

(b) Sewer Easements. All easements described above for "sewer" purposes shall be deemed to be for storm and sanitary sewer purposes.

(c) Mortgagees. Each Grantee of a Unit and each mortgagee in whose favor a mortgage with respect to any Unit is granted 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.

12. Covenants and Restrictions to Use and Occupancy.

The following covenants and restrictions as to the use and occupancy of the Condominium Property shall run with the land and shall be binding upon each Unit Owner and Occupant:

(a) Purpose of Property and Age Occupancy Restrictions. The Condominium Property shall be used only for multi-family dwelling purposes and each Unit shall be used only for single family, residential purposes and purposes reasonably incidental thereto and no other purpose; provided, however, that Grantor may use the Condominium Property for business purposes related to the construction of or on the Condominium Property and construction on the Expansion Land and the sale of Units. At all times at least eighty percent (80%) of the occupied Units shall be occupied by at least one person who is fifty-five (55) years of age or older. Notwithstanding the foregoing to the contrary, the foregoing requirement with respect to occupancy of Units by persons who are fifty-five (55) years of age or older shall not apply until twenty-five percent (25%) of the Units (which form part of the Condominium at the time in question) are occupied. For purposes of this Section, the term "occupant" shall have the meaning as in United States Code Title 42, Section 3607(b) and the regulations promulgated thereunder (in force at the time in question) and shall not necessarily mean or be equivalent to residency for purposes of determining the State of domicile or any other purposes. Notwithstanding the foregoing to the contrary, the foregoing occupancy requirements shall apply only to the extent that the same are not in violation of any Federal or State law.

(b) Obstruction of Common Areas. There shall be no obstruction of nor shall anything be stored in the Common Areas, excluding the Exclusive Use Areas, without the prior written consent of the Association, except as hereinafter expressly provided and as provided in the Rules.

(c) Damage, Hazardous Uses and Waste. Nothing shall be done or kept in any Unit or in the Common Areas which will increase the rate of insurance on the Common Areas 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 which will result in the cancellation of insurance on the Common Areas or on the Unit, or contents thereof, or which would be in violation of any law. No waste of the Common Areas shall be permitted except as otherwise

provided in this Declaration. No Unit Owner shall damage any portion of the Common Areas. No Unit Owner shall cause any sanitary sewer lines serving the Condominium Property to become clogged or obstructed in any way.

(d) **Exterior Surfaces of Building.** Except as approved by the Board of Managers, in accordance with the Rules, Unit Owners shall not abuse or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building. No signs, awning, canopy, shutter, radio or television antenna or any other object shall be affixed to or placed upon the exterior walls or roof or any part of the Building without the prior consent of the Association, other than those originally provided by the Grantor. The only permitted window treatments shall be white blinds or drapes with white backing.

Amended October 2004
(e) **Animals and Pets.** No animals, including rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Areas, except that dogs, cats or other household pets may be kept in the Units, subject to the Rules, provided that they are not kept, bred or maintained for any commercial purpose, and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon three (3) days written notice from the Board. No animal shall be permitted to defecate or urinate on the Common Areas except on areas designated by the Board.

(f) **Nuisances.** No noxious or offensive activity shall be carried on in any Unit or in the Common Areas, nor shall anything be done therein, either willfully or negligently, which may be or become an unreasonable annoyance or nuisance to any of the Unit Owners or Occupants.

(g) **Impairment of Structural Integrity of Buildings.** Nothing shall be done in any Unit or in, on or to the Common Areas which would impair the structural integrity or would structurally change the Buildings, provided, however, that this provision shall not prohibit or restrict any actions or activity or changes which do not effect the exterior of a Unit.

(h) **Laundry or Rubbish in Common Areas.** Except for the United States or Ohio flags and except as provided in the Rules, no clothes, sheets, blankets, laundry of any kind or other articles shall be hung or exposed on any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish and debris, except as provided in the Rules.

(i) **Parking, Lounging or Storage in Common Areas.** There shall be no playing, lounging or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Areas except in accordance with the Rules and except that patio areas and balconies, if any, may be used for their intended purposes. Only operational passenger cars, vans and light trucks (with no vehicles with commercial signs, logos or lettering and with no vehicles with a load capacity greater than one-half ton and with no vehicles with racks, except ski racks) may be parked on the Condominium Property and only in areas designated for parking on the Drawings or by the Association, except any vehicles may be parked in Garages, otherwise complying with the provisions of this Declaration. Not in limitation of the foregoing, no boats, boat trailers, recreational vehicles, motor homes or campers

may be parked at any time on the Common Areas or in a Unit except in a Garage with the garage door closed.

(j) **Prohibited Activities.** Except for activities that do not involve employees or independent contractors (who do not reside in the Unit) and do not involve meetings with customers, patients or clients and do not involve manufacturing or assembly, no industry, business, trade, occupation or profession of any kind, commercial, educational or otherwise and no public meetings shall be conducted, maintained or permitted on any part of the Condominium Property, nor shall any "For Sale" or "For Rent" signs or other displays or advertising be maintained or permitted on any part of the Condominium Property, except that before the Unit Owners assume full control of the Association, Grantor may place signs on any Unit or on the Common Areas, for the purpose of facilitating the sale or rental of any Unit. After the Unit Owners assume full control of the Association, the Board, by Rules may permit "For Sale" and "For Rent" signs. This Section shall not prohibit the use by the Grantor of any of the Units for the sale or leasing of Units in the Condominium Property and the construction and/or improvement of the Condominium Property and of the Expansion Land. If a Unit Owner wishes, the Unit Owner may register that the Unit Owner's unit is for sale or for rent with the Association. The Association shall maintain a record for this purpose which shall be made available to any interested parties during normal business hours and during weekends.

(k) **Alteration of Common Areas.** Only as provided in Section 7(e) and as approved by the Board of Managers, in accordance with the Rules, nothing shall be altered, constructed in, removed from or added to the Common Areas, nor shall anything be done which would or might jeopardize or impair the safety or soundness thereof, except as provided in the Declaration.

Amended
(l) **Rental of Units.** No Unit shall be rented by the Unit Owner for transient or hotel purposes, defined as (1) rental for any period less than thirty (30) days, or (2) any rental if the Occupants of the Unit are provided customary hotel service. Subject to the foregoing, Unit Owners shall have the absolute right to lease their respective Units, provided that said lease is made subject to the covenants and restrictions in this Declaration, the By-Laws and the Rules.

Amended October 2004
(m) **Compliance with Declaration and By-Laws.** Each Unit Owner and Occupant shall comply with the provisions of this Declaration, the By-Laws and the Rules and the decisions and resolutions of the Association or its representative, as lawfully amended from time to time.

13. Insurance.

(a) **Casualty Insurance.** (i) Unless the Association obtains casualty insurance, as described below, with respect to the Units, each Unit Owner, at the Unit Owner's expense, shall obtain insurance (immediately on conveyance of a Unit to the Unit Owner) insuring the entire Unit through an insurer, licensed to do business in Ohio, with a Best's rating of B+ or better, with coverage in the amount of the full insurable value of the Unit. On request, each Unit Owner shall deliver to the Board of the Association copies of the insurance policy, required hereunder, or other reasonable evidence of said coverage and evidence that the insurance is in force. Said insurance shall list as an additional insured, to the extent of their

respective interests in the Unit, if any, the Association and mortgagees, if any. Said policy shall contain a provision requiring at least ten (10) days' notice to all additional insureds prior to cancellation. All insurance proceeds shall be applied to the restoration of the Unit, subject to the rights of mortgagees. Not in limitation of other remedies of the Association, the Association may enforce this provision by instructing the insurer to pay said proceeds to it, as trustee, to be applied to the restoration of the Unit to substantially its condition prior to the loss, subject to the rights of mortgagees. The balance, if any, shall be paid to the Unit Owner. The funds shall be otherwise disbursed pursuant to Section 14 as if the restoration and repairs were the responsibility of the Association. If additional funds are necessary to completely restore the Unit to substantially its condition prior to the loss, the Unit Owner shall provide the same as reasonably necessary to complete the restoration in a timely manner, as a special assessment.

(ii) If a Unit Owner fails to obtain or maintain the required insurance coverage, the Association may do so and the expense shall be a special assessment against the Unit and the Unit Owner's Unit and shall be payable within thirty (30) days after written notification from the Association. Thereafter, the required payment shall be treated as a delinquent assessment as provided in Section 10. Each Unit Owner hereby constitutes and appoints the President of the Association as the Unit Owner's attorney-in-fact with full power and authority to, on behalf of the Unit Owner, obtain and maintain the insurance coverage required under this Section, at the Unit Owner's expense, if the Unit Owner fails to obtain or maintain said insurance coverage. This power is coupled with an interest and is irrevocable and shall not be affected by the disability or incompetency of a Unit Owner or by the lapse of time. The Association may cancel any insurance which it obtains pursuant to this paragraph.

(iii) Without obligation to do so, the Association may obtain casualty insurance, as provided above, with respect to the Units at any time and from time to time. The Association, upon thirty (30) days notice to the Unit Owners may cancel the casualty insurance obtained by the Association pursuant to this Subsection. Notwithstanding any contrary provision of this Declaration or Chapter 5311, the Association shall not be liable to any Unit Owner or any other party with respect to any good faith lapse in coverage or failure to cover any item or property or with respect to any failure of an insurer to satisfy its obligations under an insurance contract or any difference between coverage amounts or the proceeds paid or payable by an insurer and the amount of damage suffered by a Unit Order or any other party.

(b) **Public Liability Insurance.** The Association shall insure itself and the Unit Owners against liability for personal injury or death and for injury to or destruction of property occurring upon, on or about, or arising from the Common Areas, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000) with respect to personal injury, bodily injury or wrongful death suffered by any one person and to the limit of not less than One Million Dollars (\$1,000,000) with respect to any one occurrence and to the limit of not less than One Hundred Thousand Dollars (\$100,000) with respect to damage to or destruction of property arising out of any one accident.

Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Units.

(c) **All Risk Insurance.** The Association shall obtain and maintain fire and extended coverage and/or All Risk insurance for the full insurable value of the Common Areas with a deductible and other terms and conditions as the Board determines in its discretion.

(d) **Insurance Premiums.** Insurance premiums for the policies which are the responsibility of the Association or which the Association elects to obtain shall be a Common Expense.

14. **Reconstruction or Repair.**

(a) **Responsibility for Reconstruction or Repair.**

(1) (i) Subject to the limitations described in this Section, if any part of the Condominium Areas is injured or damaged, such damage or injury shall be repaired by the Association, substantially in accordance with the Drawings, as soon as is reasonably possible after the Association is notified thereof.

(ii) Subject to the limitations described in this Section, if any part of a Unit is injured, such damage or injury shall be repaired by the Unit Owner, substantially in accordance with the Drawings, as soon as is reasonably possible. Any portion of the Unit not shown on the Drawings may be repaired as the Unit Owner determines in the Unit Owner's sole discretion, provided, however, that all repairs to the interior must not damage the structural integrity of the Building in which the Unit is located.

(2) Notwithstanding the foregoing to the contrary, if any damage or injury to the Common Areas or to a Unit or Units renders one-half (1/2) or more of the Units reasonably uninhabitable, the Association's members may, by the vote of those entitled to exercise not less than seventy-five percent (75%) of the Association's voting power, elect not to repair said damage or injury at a meeting or a vote, in writing (without a meeting) held within ninety (90) days after the occurrence of said damage or injury if substantially all of said insurance coverage has been finally adjusted. If substantially all of said insurance coverage has not been finally adjusted, said meeting or vote in writing (without a meeting) shall be held within thirty (30) days after such final adjustment. In the event of such an election, the Condominium Property shall be subject to an action for a sale as upon partition in the Lorain County Common Pleas Court at the suit of any Unit Owner or the Association, notwithstanding any provision of this Declaration to the contrary. In the event of such a sale or a sale of the Condominium Property, 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 injury, 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. No Unit Owner shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit and claims of the Association against him or his Unit have been paid, released or discharged.

(b) **Procedure for Reconstruction or Repair.**

(1) As soon as reasonably possible after damage or injury described in this Section, the Party responsible for repair of the same shall obtain reliable and detailed

estimates of the cost to place the injured or damaged property in condition as good as that before the injury or damage. Such costs may include professional fees and premiums for such bonds as the party responsible for such repair deems necessary.

(2) If insurance proceeds are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums if any) one or more special assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs, and the proceeds of such special assessments shall be deposited with the Association.

(3) The insurance proceeds and sums deposited with the Association from collections of special assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be applied by the Association to the payment of the cost of reconstruction and repair from time to time as the work progresses, but not more frequently than once in a calendar month. The Association shall make such payments upon receipt of a certificate, signed by a responsible officer of the Association and/or by an architect, if any, in charge of the work, who shall be selected by the Association, setting forth (i) that the sum then requested is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials, and that the sum requested does not exceed the value of the services and materials described in the certificate, (ii) that except for the amount stated in such certificate to be due as aforesaid and for work subsequently performed, there is no outstanding indebtedness of any kind with respect to the work known to the person signing such certificate after due inquiry, and (iii) that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining in the hands of the Association after the payment of the sum so requested. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in any construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be disbursed to the Association.

(4) Each Unit Owner shall be deemed to have delegated to the Board his right to adjust with insurance companies all losses under any insurance policies covering said injury or damage, except injury or damage to a Unit.

15. Rehabilitation of Existing Buildings, Structures and Other Improvements.

The Association may, by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power, determine that the Condominium Property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a Common Expense.

16. Condemnation. The following provisions shall apply in the event of the taking by condemnation or the right of eminent domain by any legally constituted authority of all or any part of the Condominium Property.

(a) **General Provisions.** The Association shall promptly notify each Unit Owner and each Unit Owner shall promptly notify the Association in writing of any proceedings to take under the laws of condemnation or eminent domain. Each Unit Owner hereby appoints the Association and any duly authorized agent of the Association as his exclusive agent to conduct all matters relating to negotiations, proceedings, litigation and settlement in connection with a taking of all or any portion of the Common Areas. Said agency shall be an irrevocable power of attorney coupled with an interest and shall not be affected by the disability or the incompetency of any Unit Owner or the lapse of time. Any and all awards made for such taking shall be payable to the Association, to be disbursed as hereinafter provided.

(b) **Common Areas.**

(1) If the take includes only Common Areas, within sixty (60) days after the effective date of the take, a meeting of the Unit Owners shall be called at which a vote shall be taken or a vote without a meeting in writing shall be taken to determine whether the Common Areas shall be repaired, restored or replaced in accordance with plans and specifications obtained by the Board. Unless Unit Owners having at least seventy-five percent (75%) of the voting power of the Association vote against such repair, restoration or replacement, the Board shall take steps to proceed with such work; provided that the Board shall not be obligated to replace land taken or improvements for which insufficient land is available.

(2) Subject to Section 19, after the proceeds of the award for the taking have been applied by the Board to the cost of repair, restoration or replacement, any excess remaining shall be distributed to the Unit Owners in proportion to the loss incurred by each Unit Owner in the fair market value of the Unit Owner's Unit.

(3) If the Unit Owners having at least seventy-five percent (75%) of the voting power of the Association decide (at the meeting or by the vote without a meeting to be held as prescribed in this Section) not to repair, restore or replace the portions of the Common Areas taken, then if said portions constitute fifty percent (50%) or more of the Common Areas, the take shall be considered as damage or destruction which shall not be reconstructed or repaired in accordance with the provisions of Section 14 or if said portions constitute less than fifty percent (50%) of the Common Areas, the funds received by the Association as a result of such take shall be distributed to the Unit Owners in proportion to the loss incurred by each Unit Owner in the fair market value of the Unit Owner's Unit.

(4) As soon as is reasonably possible after the take, the Declaration and Drawings shall be amended by an instrument signed only by the President, acting as attorney-in-fact for all the Unit Owners, to reflect the status of the Condominium after the take. Said power of attorney shall be irrevocable and coupled with an interest and shall not be affected by the disability or incapacity of any Unit Owner and shall not be affected by the lapse of time.

(c) **Units.** Any event of a taking of all or a part of a Unit, the Unit Owner may negotiate directly with the taking entity and contest or otherwise exercise any and all lawful rights and remedies with respect to a condemnation provided, however, that the Unit Owner shall in good faith and reasonably coordinate the Unit Owner's actions, omissions and decisions with those of the Board of Managers with respect to the related, if any, taking of Common Areas. If

the take includes one or more Units or any part or parts thereof, then the distribution of the award and all related matters including, but not limited to, revisions of the undivided percentage of interest of the Unit Owners in the Common Areas shall be incorporated in an Amendment to the Declaration and the Drawings which shall be filed for record with the County Recorder. Such Amendment shall be executed by not less than the number of Unit Owners prescribed by law for the purpose of changing the undivided percentage of interest. The Unit Owners of any Unit or parts of Units taken shall be deemed to be Unit Owners for the purpose of executing such Amendment. Unless such Amendment is executed and recorded within ninety (90) days after the take, the distribution of the award and all other questions arising from the take, including the continuation of the Condominium regime, shall be submitted to the Common Pleas Court having jurisdiction for determination.

(d) **Right of First Mortgagees.** Nothing in this Section shall operate to disturb the priority of the lien of a first mortgagee.

17. Remedies for Breach of Covenants and Rules.

(a) **Abatement and Enjoinment.** If any Unit Owner, Occupant or any guest, licensee or invitee of any Unit Owner or any Occupant, shall violate or the Board shall have probable cause to believe any of the foregoing have violated any rules or breach any provision of the Declaration or the By-Laws, the Association shall have the right, in addition to the rights hereinafter set forth in this Section 17 and those provided by law, (i) to enter (after reasonable notice, not less than forty-eight (48) hours, except in an emergency) any Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner of such Unit, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of the Declaration, the By-Laws or the Rules, and the Association, or its agents, shall not hereby be deemed guilty in any manner of trespass or conversion or (ii) to enjoin, abate or remedy by appropriate legal proceedings either at law or in equity, the continuance of any breach. Notwithstanding the foregoing to the contrary, if reasonable efforts have been made and the Unit Owner is unable to be located, reasonable notice shall be deemed given if written notice is placed at the Unit.

(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 of this Declaration, the By-Laws or 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, upon the giving of ten (10) days prior written notice, to terminate the rights of such Unit Owner or Occupant to continue as a Unit Owner or Occupant and to continue to occupy, use or control his Unit. Thereupon a legal action may be filed by the Association against such Unit Owner or Occupant for a decree of mandatory injunction against said Unit Owner or Occupant, or 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 the right, title and interest of the Unit Owner or Occupant in his Ownership Interest or interests therein shall be sold at a judicial sale upon such notice and terms as the Court shall establish, except that the Court shall enjoin and restrain such Unit Owner or Occupant from re-acquiring his Ownership Interest at such judicial sale. The Association, however, may acquire said Ownership Interest at such

judicial sale in the name of the President of the Association as Trustee for all the Unit Owners. The proceeds of any such judicial sale shall first be paid to discharge any mortgages, liens, unpaid taxes and assessments, unpaid assessments owing to the Association, court costs, receiver's fees, reasonable attorneys' fees and all other expenses of the proceedings, and all such items shall be taxed together against such Unit Owner or Occupant in said decree. Any balance of proceeds shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereat shall 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 title 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.

18. Duties of Grantor.

(a) **Deposits.** Unless lawfully waived by a party, any deposit or down payment in connection with the sale of an Ownership Interest will be held in trust or escrow until delivered at settlement or returned to or otherwise credited to the purchaser, or forfeited to the Grantor, and if a deposit or down payment of Two Thousand Dollars (\$2,000.00) or more is held for more than ninety (90) days, interest at the rate of at least four percent (4%) per annum for any period exceeding ninety (90) days shall be credited to the purchaser at settlement or upon return or other credit made to the purchaser or added to any forfeiture to the Grantor. Deposits and down payments held in trust or escrow pursuant to Section 18(a) shall not be subject to attachment by creditors of the Grantor or a purchaser.

(b) **Grantor as Unit Owner.** The Grantor will assume the rights and obligations of a Unit Owner in its capacity as Owner of Ownership Interests not yet sold, including, without limitation, the obligation to pay assessments attaching to such interest, from the date the Declaration is filed for record.

19. Mortgagee's Provisions. Notwithstanding any provision to the contrary herein, Grantor and the Association, when it is formed, agree as follows:

(a) A first mortgagee at its request is entitled to written notification from the Association of any default by the mortgagor of a Unit or prospective mortgagor of a Unit in the performance of such mortgagor's obligations under the Declaration, the By-Laws and/or the Rules which is not cured within sixty (60) days.

(b) Unless at least sixty-six and two thirds percent (66-2/3%) of the first mortgagees (based upon one vote for each first mortgage owned) of Units or at least sixty six and two-thirds (66-2/3%) of the Unit Owners (except Grantor) have given their prior written approval, the Association when it is formed, shall not be entitled to:

(1) By act or omission, seek to abandon or terminate this Condominium;

(2) Except as necessary to expand the Condominium as provided in Section 22 and as provided below, change the pro rata interest or obligations of any Unit for (i)

purposes of levying assessments or charges or allocating distribution of casualty insurance proceeds or condemnation awards and for (ii) determining the undivided percentage interests in the Common Areas; and

(3) Use casualty insurance proceeds for losses to any Condominium Property (whether to Units or Common Areas) for other than the repair, replacement, or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units and/or Common Areas.

(c) No provision of the Declaration, the By-Laws and any other instrument shall give a Unit Owner, or any other Party, priority over any rights of first mortgagees of Units pursuant to their mortgages in case of a distribution to Unit Owners of condemnation awards for the taking of Units and/or Common Areas.

20. Removal from Condominium Ownership. Subject to Section 19, 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 Lorain County, Ohio. Such certification shall be prepared in duplicate and 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 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.

21. Amendment of Declaration. This Declaration may be amended upon the filing for record with the Recorder of Lorain County, Ohio of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by the Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, except for an Amendment changing the percentage of ownership in the Common Areas which must be approved unanimously by all Unit Owners. Such Amendment must be executed with the same formalities as this Declaration and must refer to the Volume and Page in which this Declaration and its attached exhibits are recorded. No Amendment shall have any effect, however, upon the Grantor, the rights of Grantor under this Declaration and upon the rights of a bona fide first mortgagee until the written consent of Grantor and/or such mortgagees to such Amendment has been secured. Such consents shall be retained by the Secretary of the Association. Notwithstanding any other provision of this Section, however, an Amendment to this Declaration for the sole purpose of correcting an error in this Declaration or the Drawings and Amendments for the purpose of expanding the Condominium Property as provided in Section 22 and Amendments for the purpose of meeting the requirements of mortgage lenders or purchasers of mortgages on the secondary mortgage market, shall be executed by the Grantor alone and shall not be subject to the provision for consents otherwise required by this Section.

22. Expansion of Condominium.

(a) **Reservation of Rights.** Grantor reserves the right, at Grantor's exclusive option, to expand the Condominium Property by submitting all or a portion of the Expansion Property as provided below, to the provisions of Chapter 5311. Except as otherwise provided in this Section, there are no limitations on the exercise of said option, including, but not limited to, no limitation requiring the consent of any Unit Owner or Unit Owners. Said option shall expire seven (7) years after this Declaration is filed for record unless the time for expansion is extended for another seven years, at the option of Grantor, by vote of the Unit Owners as provided in Chapter 5311. There are no circumstances under which said option will terminate prior to the expiration of the above described time limits, except Grantor may elect at any time to terminate said option.

(b) **Nature of Addition and Improvements on Expansion Property.** At Grantor's exclusive option, all or any part of the Expansion Property may be submitted to the provisions of Chapter 5311 at any time, in any order, at different times and, subject to the provisions of this Declaration and any requirements imposed by law, additional improvements, of any type, may be constructed upon or placed upon any portion or portions of the Condominium Property, described on Exhibit D, at any time and from time to time in any order. There are no limitations concerning the portions of the Expansion Property and any improvements thereon which may be submitted to the provisions of Chapter 5311 or the order in which said portions may be so submitted or the times at which they may be so submitted. There are no limitations concerning which additional improvements, if any, may be added to the Condominium Property and concerning the order in which said additional improvements may be constructed or the times at which they may be constructed, except that only Type A, Type B, Type C, Type D, Type E and Type Cross Units may be added to the Condominium Property.

(c) **Limitations on Units Submitted.** The maximum number of additional Units that may be constructed on the Expansion Property is one hundred twenty-nine (129) Units less the number of Units submitted to the Condominium Act by this Declaration, as originally filed. The maximum number of Units that may be constructed on the Condominium Property described on Exhibit A per acre is eight (8) Units. All Units constructed as part of Expansion Property shall be restricted exclusively to residential use as provided in this Declaration and shall be substantially identical to the Units previously submitted to Chapter 5311, with "substantially" defined as broadly as possible in accordance with Section 5311.04(B). The maximum percentage of the aggregate land and floor area of all Units, not restricted exclusively to residential use that may be constructed on the Expansion Property, is zero (0).

(d) **Other Improvements.** The improvements that must be made on the Expansion Land, other than structures, are as follows: parking lots and/or driveways, drainage facilities for parking lots and/or driveways and utility connection lines from structures to utility lines in place. There are no other improvements that must be made on the Expansion Property.

(e) **Restrictions Solely in this Section.** There are no restrictions or limitations upon the improvements that may be made on the Expansion Property except as provided in this Section.

(f) **Grantor's Reserve Rights.** Grantor reserves the right to create Exclusive Use Areas on any portion of the Expansion Property, of any type and in an unlimited number and in an unlimited number of sizes.

(g) **Amendments.** All or any portion of the Expansion Property and any improvements thereon and any improvements to the Condominium Property shall be submitted to the provisions of Chapter 5311, as provided above, by the Grantor by filing an Amendment to the Declaration, which contains the information, drawings and other items required by Sections 5311.05(A) and (B) of the Ohio Revised Code and which allocates and re-allocates the percentages of undivided interest in the Common Areas appurtenant to each Unit on real estate previously submitted to provisions of Chapter 5311 and for each Unit constructed or to be constructed as a portion of the Expansion Property being submitted to the provisions of Chapter 5311 by said Amendment. Said Amendment shall uniformly re-allocate said undivided percentage interests in the Common Areas pursuant to the formula described below.

(h) **Percentages of Interest.** The percentages of undivided interest in the Common Areas shall be re-allocated by dividing the number of Units (which are part of the Condominium and which are to be added) into one (1). The percentage interest appertaining to each Unit shall be a percentage equal to the fraction determined in accordance with the preceding sentence (rounded to the nearest 1/100th of a percent), provided, however, that the total percentage interests of all of the Units shall at all times equal one hundred percent (100%). The percentage interest appertaining to a Unit(s) shall be modified to cause the total to equal one hundred percent (100%). Such modification shall be done in a way to minimize the variance between the percentage interest appertaining to Units of the same type. An Amendment(s) to the Declaration shall be executed by Grantor, in recordable form, setting forth the re-allocated percentage interests and the information described in section 5311.051 of the Ohio Revised Code, and filed for record and shall be effective on the date on which it is filed for record, notwithstanding the fact that it has neither been approved by all of the Unit Owners or by those Unit Owners exercising not less than seventy-five (75%) of the voting power of the Association or by any Unit Owner.

23. Miscellaneous Provisions.

(a) **Copies of Notice to Mortgage Lender.** Upon written request to the Board, the holder of any duly recorded mortgage on any Unit 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 Unit is subject to such mortgage.

(b) **Covenants Running with the Land.** Each Grantee of the Grantor and each Grantee's heirs, assigns and successors, by the acceptance of a Deed of conveyance, accept the same subject to all restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every Deed of conveyance.

(c) **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.

(d) **Severability.** The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, shall not effect the validity, enforceability or effect of the rest of this Declaration.

(e) **Time Limit.** 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 on 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 date of death of the survivor of the now-living descendants of Bob Taft, Governor of Ohio.

(f) **Liability.** Neither Grantor, nor any subsidiary or affiliate of Grantor, nor any shareholder, officer, director, employee, agent, successor or assign of Grantor or any such subsidiary or affiliate, shall be liable for any claim or damage whatsoever arising out of or by reason of any actions performed pursuant to or in accordance with any authority granted or delegated to them or any of them by or pursuant to this Declaration. Any and all damages against Grantor shall be recoverable only from the Units held by Grantor.

(g) **Successor Developer.** Grantor reserves the right to convey, transfer, assign or encumber in any lawful way all or any portion of the rights of Grantor hereunder. Upon any such act, the party receiving the right or interest shall be entitled to exercise said right or interest as if the party were Grantor and shall be subject to all related liabilities and obligations and Grantor shall be relieved from all further obligation, liability or responsibility with respect thereto.

(h) **Service of Notices on the Board.** Notices required to be given to the Board or the Association may be delivered to any of two (2) members of the Board or to the President of the Association, either personally or by certified mail, with postage prepaid, addressed to such members or officer at his Unit.

(i) **Headings.** The heading for each paragraph and to each Section hereon is inserted only as a matter of convenience for reference and in no way defines, limits or describes the scope of intent of this Declaration nor in any way affects this Declaration.

(j) **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.

(k) Gender Number. For purposes of this Declaration, the By-Laws and the Rules, the masculine, feminine and neuter shall include each other and the plural shall include the singular and vice-versa.

(l) Notice to Unit Owners. Notice may be served on a Unit Owner by leaving a copy of the Notice at the Unit or in the mail receptacle of the Unit or by any other means permitted for service of process pursuant to the Ohio Civil Rules of Procedure.

IN WITNESS WHEREOF, The Cottages at Savannah, Ltd. has set its hand to this Declaration at North Ridgeville, Ohio, this 16th day of October, 2000.

Signed and Acknowledged
In the Presence Of:

[Signature]
(Signature of First Witness)

[Signature]
(Signature of Second Witness)

THE COTTAGES AT SAVANNAH, LTD.
By: [Signature]
Maurice F. Shave, Authorized Member

STATE OF OHIO
COUNTY OF LORAIN } SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named THE COTTAGES AT SAVANNAH, LTD., by and through Maurice F. Shave, its duly authorized Member, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed individually and as such member and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Ridgeville, Ohio, this 16th day of October, 2000.

[Signature]
Notary Public Joyce A Toth
Notary Public, State of Ohio
My commission expires 7-14-2004

This Instrument Prepared By:
Attorney Robert P. Ellis, Jr.
WICKENS, HERZER, PANZA, COOK & BATISTA
A Legal Professional Association
1144 West Erie Avenue
Lorain, Ohio 44052
(440) 246-5268

EXHIBIT A
THE HENRY G. REITZ ENGINEERING CO.

Civil Engineers and Surveyors

4214 ROCKY RIVER DRIVE

CLEVELAND, OHIO 44135-1948

Donald E. Woike, P.S., *President*
W. Saylor, P.E., *Vice Pres.*
T. Saylor, P.E., P.S., *Vice Pres.*
Linda S. Rerko, *Sec.-Treas.*

TELEPHONE: (216) 251-3033
FACSIMILE: (216) 251-5149
EMAIL: reitzeng@stratos.net

September 25th, 2000

Description of Cottages at Savannah Condominium Phase I

Situated in the City of North Ridgeville, County of Lorain and State of Ohio, and known as being part of Original Ridgeville Township Lot No. 28, and bounded and described as follows:

Beginning at a 1" iron pin on the centerline of Stoney Ridge Road (Ridgeville-Lorain Road), at its intersection with the centerline of Center Ridge Road, 60 feet wide;

Thence N. 61d 30' 00" E., along the centerline of Center Ridge Road, a distance of 527.53 feet to the principal place of beginning;

Thence N. 26d 28' 00" W., a distance of 30.02 feet to the Northwesterly line of Center Ridge Road;

Thence Northerly, a distance of 26.24 feet on the arc of a circle deflecting to the left, whose central angle is 44d 53' 06", whose radius is 33.50 feet and whose chord bears N. 2d 11' 33" E., a distance of 25.58 feet to a point of tangency;

Thence N. 20d 15' 00" W., a distance of 72.95 feet to a point of curvature;

Thence Northerly, a distance of 57.70 feet on the arc of a circle deflecting to the right, whose central angle is 31d 47' 18", whose radius is 104.00 feet and whose chord bears N. 4d 21' 21" W., a distance of 56.96 feet to a point of reverse curvature;

Thence Northerly, a distance of 53.26 feet on the arc of a circle deflecting to the left, whose central angle is 31d 47' 18", whose radius is 96.00 feet and whose chord bears N. 4d 21' 21" W., a distance of 52.58 feet to a point of tangency;

Thence N. 20d 15' 00" W., a distance of 135.67 feet to a point of curvature;

Thence Northwesterly, a distance of 109.81 feet on the arc of a circle deflecting to the left, whose central angle is 76d 21' 21", whose radius is 82.40 feet and whose chord bears N. 58d 25' 40" W., a distance of 101.86 feet to a point of reverse curvature;

Thence Northerly, a distance of 199.79 feet on the arc of a circle deflecting to the right, whose central angle is 24d 15' 07", whose radius is 472.00 feet and whose chord bears N. 84d 28' 45" W., a distance of 198.30 feet to a point of reverse curvature;

EXHIBIT A

Thence Northwestèrly, a distance of 3.66 feet on the arc of a circle deflecting to the left, whose central angle is 6d 15' 11", whose radius is 33.50 feet and whose chord bears N. 75d 28' 47" W., a distance of 3.65 feet to a point on the Northwestèrly prolongation of the southeasterly line of a parcel of land conveyed to the City of North Ridgeville Trustees, by deed recorded in Volume 336, Page 132 of Lorain County Records of Deeds;

Thence S. 26d 28' 00" E., along said Northwestèrly prolongation, a distance of 123.61 feet to the Northeastèrly corner of a parcel of land conveyed to the City of North Ridgeville, by deed recorded in Instrument No. 20000674206 of Lorain County Records;

Thence S. 62d 19' 53" W., along the Westerly line of land so conveyed to the City of North Ridgeville, a distance of 70.31 feet;

Thence N. 27d 34' 28" W., a distance of 84.10 feet;

Thence N. 33d 59' 44" W., a distance of 117.56 feet;

Thence N. 19d 11' 47" E., a distance of 63.05 feet;

Thence N. 81d 58' 52" E., a distance of 57.35 feet;

Thence N. 87d 02' 28" E., a distance of 80.36 feet;

Thence N. 81d 37' 55" E., a distance of 104.33 feet;

Thence N. 8d 22' 05" W., a distance of 39.31 feet;

Thence N. 81d 37' 55" E., a distance of 176.67 feet to the Westerly line of a parcel of land conveyed to Donald Wilhelmy and Leona Wilhelmy, by deed recorded in Volume 799, Page 366 of Lorain County Records of Deeds;

Thence S. 8d 22' 05" E., along the Westerly line of land so conveyed to Donald and Leona Wilhelmy, a distance of 322.41 feet to an angle point therein;

Thence S. 20d 15' 00" E., along the Westerly line of land so conveyed to Donald and Leona Wilhelmy, a distance of 266.70 feet to the centerline of Center Ridge Road;

Thence S. 61d 30' 00" W., along the centerline of Center Ridge Road, a distance of 87.42 feet to the principal place of beginning, and containing 2.3204 acres (101,075 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, Donald E. Woike, Registered Surveyor No. 5547, dated July, 2000, be the same more or less, but subject to all legal highways and easements of record.

All bearings are to an assumed meridian and used to denote angles only.