

U S Title Agency, Inc.
400 Park Plaza
1111 Chester Avenue
Cleveland, Ohio 44114

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County Ohio.

James B. McCarthy
David J. [unclear]
Deputy Auditor

03-31-99

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

EDGEBROOK CONDOMINIUM

PHASE I

APPROVED AS TO FORM

William F. Schuel

Assistant Prosecuting Attorney
Summit County, Ohio



JAMES B MCCARTHY SUMMIT CO AUDITOR

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JAMES B MCCARTHY SUMMIT CO AUDITOR

DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
EDGEBROOK CONDOMINIUM

THIS DECLARATION is made this 19 day of March, 1999, by EDGEBROOK LTD., an Ohio Limited Liability Company ("Declarant"), for the purpose of submitting certain property to condominium use and ownership in accordance with the provisions of the Ohio Condominium Act, Chapter 5311 of the Ohio Revised Code.

RECITALS:

Declarant is the owner of the fee simple title to certain real property located in Stow, Summit County, Ohio, which real property (the "Premises") is more fully described in Exhibit A attached hereto and made a part hereof.

It is the desire of Declarant to submit the Premises, together with all other Condominium Property, as hereinafter defined, to the provisions of Chapter 5311 of the Ohio Revised Code.

NOW, THEREFORE, Declarant states as follows:

ARTICLE I

Definitions

The following words and terms shall, for purposes of this Declaration, the By-Laws and the Drawings, have the following meanings, unless the context requires otherwise:

1.01 "Act" means the Ohio Condominium Act as contained in Chapter 5311 of the Ohio Revised Code, as the same may be amended or supplemented from time to time.

1.02 "Additional Property" means the real property which is more particularly described in Exhibit B attached hereto and made a part hereof, together with all buildings, structures and improvements now or hereafter located therein, all easements, rights and appurtenances belonging thereto and any articles of personal property therein or thereon.

1.03 "Assessment(s)" means the Common Assessments and Other Charges which from time to time shall be payable by a Unit Owner as determined in accordance with this Declaration, the By-Laws, the Act and the Rules.



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1.04 "Association" means Edgebrook Condominium Unit Owners Association," which has been incorporated as an Ohio non-profit corporation.

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

1.06 "Buildings" means all buildings, structures and improvements, excluding the Units, which are included within the Condominium Property.

1.07 "By-Laws" means the By-Laws of the Association which are attached hereto as Exhibit C and made a part hereof, as the same may be amended or supplemented from time to time.

1.08 "Common Areas and Facilities" or "Common Area(s)" means all of the Condominium Property except the Units.

1.09 "Common Assessments" means assessments charged proportionately against all Units for common purposes.

1.10 "Common Expenses" means the expenses designated as such in the Act, this Declaration or the By-Laws or in any one or more of such documents.

1.11 "Common Profits" means the amount by which the total income received from Other Charges made for special benefits to specific Units, rents received from rentals of equipment or space in the Common Areas, rental of any Unit owned by the Association, and any other fee, charge or income other than Common Assessments, exceeds expenses allocable to such income, rental fee of charge.

1.12 "Common Losses" means the amount by which the Common Expenses during any period exceed Common Assessments and Common Profits during that period.

1.13 "Common Surplus" means the amount by which Common Assessments collected during any period exceed Common Expenses.

1.14 "Condominium Property" means the Premises, together with all buildings, improvements and structures now or hereafter located thereon, all easements, rights and appurtenances at any time belonging thereto, the Ingress and Egress Easement and all articles of personal property therein or thereon which are at any time owned by the Association for the common use, enjoyment or safety of the Unit Owners, provided, however, that if and when all or any portion(s) of the Additional Property are submitted to the Act pursuant to the provisions of Article XXI hereof, the term "Condominium Property" shall also mean and include the Additional Property, or portion thereof, to the extent so submitted.

1.15 "Condominium Rules" or "Rules" means such rules and regulations as the Declarant, the Association, or the Board from time to time may adopt relative to the use of the Condominium Property or any part thereof.

1.16 "Declarant" means Edgebrook Ltd. and, subject to the provisions of Section 22.15, its successors and assigns.

1.17 "Declaration" means this instrument and all Exhibits hereto, as the same may be amended or supplemented from time to time.

1.18 "Declaration of Easements" means the instrument which is being filed for record in Summit County, Ohio immediately prior to the filing of this Declaration, a copy of which is attached hereto as Exhibit F and made a part hereof, together with any future amendments or supplements thereto and any additional declarations of easements which are created by Declarant pursuant to Article XXI of this Declaration.

1.19 "Drawings" means the survey and architectural drawings which are attached hereto as Exhibit D and made a part hereof, as the same may be amended or supplemented from time to time.

1.20 "Exclusive Use Area" means those parts of the Common Areas, other than Limited Common Areas and Facilities, as may be designated by the Board from time to time for uses designated by the Board in accordance with Section 6.03 hereof.

1.21 "First Annual Meeting" means the meeting of the Association which is required by the By-Laws to be held within thirty (30) days after the earlier of the following dates (the "First Annual Meeting Date"): (i) thirty (30) days after the sale and conveyance of Condominium Ownership Interests to which appertain seventy-five percent (75%) or more of the undivided interests in the Common Areas (on the basis of 89 Units) to purchasers in good faith for value, or (ii) the end of the five year period commencing with the date of the establishment of the Association.

1.22 "Limited Common Area(s) and Facilities" or "Limited Area(s)" means those parts of the Common Areas which are designated herein as reserved for the exclusive use of a certain Unit or Units to the exclusion of all other Units.

1.23 "Occupant" means the Person or Persons in possession of a Unit.

1.24 "Other Charge(s)" means, without limitation, (i) the costs, expenses and charges for (a) repairs and replacements made by the Association which were the obligation of an Owner to make; (b) any special charges made by the Association to an Owner for special services rendered to an Owner or a Unit or for special uses or consumptions attributable to an Owner or a Unit; and (c) damages resulting from the failure of an Owner or Occupant to comply with any of the covenants, conditions, obligations or restrictions contained in this Declaration or the By-Laws or the Rules and the costs of any action to obtain injunctive relief with respect to any such noncompliance; (ii) any charge or assessment permitted by this Declaration to be made against an Owner or a Unit, including interest with respect to each assessment or charge (at a rate which is equal to eight percent (8%) per annum or, if under applicable law the highest legal rate which may be charged to an individual without being usurious under these circumstances is lower or higher than eight percent (8%) at any time, the rate which is established by the Board from time-to time and which is then permitted under applicable law under these circumstances) from the date an Assessment first becomes due to the date





it is paid in full; and (iii) the reasonable cost of collection of any unpaid Assessment, including court costs and reasonable attorney's fees, with respect thereto.

1.25 "Owner" or "Unit Owner" means a Person who owns an Ownership Interest in a Unit.

1.26 "Ownership Interest" or "Condominium Ownership Interest" means a fee simple estate or a ninety-nine year leasehold estate, renewable forever, in a Unit, together with an appurtenant undivided interest in the Common Areas.

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

1.28 "Unit" means a part of the Condominium Property designated as a Unit in this Declaration and delineated on the Drawings.

ARTICLE II.

Submission to Act

The Declarant hereby submits the Condominium Property to the provisions of Chapter 5311 of the Ohio Revised Code.

ARTICLE III.

Name

The Condominium Property shall be known as EDGEBROOK CONDOMINIUM.

ARTICLE IV.

General Description of Buildings

A general description of the buildings located on the Premises as of the date of the filing of this Declaration is set forth below.

4.01 Description of Buildings. There are six (6) buildings located on the Condominium Property (designated Nos. 1, 2, 3, 4, 5 and 6 on the Drawings), each of which is a two-story, multi-family residential building. Buildings 1, 4 and 6 each have two (2) Units; and Buildings 2, 3 and 5 each have three (3) Units. Buildings 1 through 5 are built on concrete slabs; Building 6 is built on a poured-in-place concrete foundation.

4.02 Unit Contents. Each Unit contains a garbage disposal, dishwasher, gas water heater, range, range hood, refrigerator, forced air gas furnace, and central air conditioning.

4.03 Unit Utilities. Electricity, gas and water supplied to each Unit will be separately metered for each Unit.

4.04 Parking. The parking areas for each Unit consist of two (2) designated outdoor surface parking spaces and two (2) indoor garage spaces for Units 1 through 3; 5 through 11; and 13 through 15. Units 4 and 12 will have one (1) designated outdoor surface parking space and one (1) indoor garage space. The outdoor spaces are Limited Common Areas reserved for the exclusive use of the Units which they serve, and the garage spaces are included within the Units, all as more particularly hereinafter described.

ARTICLE V.

Units

5.01 Unit Designation. There are fifteen (15) Units in six (6) buildings on the Condominium Property. The numerical designation, building location, approximate area, and the number of rooms of each Unit are described in Exhibit E which is attached hereto and made a part hereof. The layout and dimensions of each Unit and the location of the immediate Common Areas and Limited Common Areas to which a Unit has access are either graphically shown on the Drawings or described elsewhere in this Declaration.

5.02 Unit Physical Description.

(a) Each of the Units delineated on the Drawings and listed on Exhibit E hereto is hereby declared to be a separate freehold estate. Each Unit has direct access to a permanent easement (or to a Common Area leading to a permanent easement) which leads to a public way.

(b) Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes as delineated by the undecorated interior surfaces of the perimeter walls, lowest floors and uppermost ceilings of each Unit as shown on the Drawings, projected if necessary by reason of divisions such as interior walls and other partitions to constitute a complete enclosure of space; provided that: (i) the walls, ceiling and floor of each attached garage shall be taken into account in determining the boundaries of the Unit so that each attached garage which serves a Unit shall be included within the boundaries of that Unit, (ii) wherever such undecorated surfaces consist of plaster or plasterboard all of such plaster or plasterboard, contiguous to such surface shall be included within the Unit and (iii) whenever an air conditioner which serves a Unit is physically located outside the boundaries of a Unit, such device (including all appurtenant slabs, wires, pipes and other related apparatus) shall be deemed to be included within, and a part of, the Unit.

(c) Each Unit shall include (i) the space occupied by any structural or component parts of the buildings (including columns, pipes, wires, conduits, ducts, flues, shafts and public utility lines) and by any other Common Area or Limited Common Area located within the bounds of a Unit and (ii) any paint, lacquer, varnish, wallpaper and any other finishing material applied to, and the doors, windows and screens in the perimeter walls, floors and ceilings of a Unit, and receptacles, switch plates, covers, grills, vent covers, registers, light fixtures, control knobs and other coverings of space located within the bounds of a Unit.





5.03 Unit Legal Description. The legal description of a Unit shall consist of the identifying number of symbol as shown on the Drawings and every deed, lease, mortgage or other instrument may legally describe a Unit by utilizing its identifying number or symbol, together with a reference to the name of the condominium and the filing data of the Declaration.

5.04 Unit Subdivision or Combination. Subject to such conditions and procedures as may be established by the Board, an Owner or Owners may combine or subdivide a Unit in accordance with the provisions of Section 5311.03(G) of the Act, and may locate or-relocate Common or Limited Common Areas affected thereby at the expense of any such Owner or Owners.

5.05 Exclusion from Ownership. Unless otherwise provided herein, and except as a tenant in common with all other Owners, no Owner shall own (i) any structural or component parts of the Buildings including columns, pipes, wires, conduits, ducts, flues, shafts and public utility lines, or parts thereof serving more than one Unit or a Common Area and located within the floors, ceilings, perimeter or interior walls of, or otherwise within the bounds of, a Unit; (ii) the perimeter walls, concrete floors, and ceilings delineating Units except decorated surfaces thereof; (iii) the plumbing, electrical, gas, water and other utility or service lines, pipes, ducts, wires, conduits and valves existing within a Unit to their place of connection to the toilets, sinks, bathtubs, showers, valves, registers, grills, outlets, plugs, light fixtures, appliances and receptacles within a Unit and/or to their tap, plug or shutoff valve within a Unit; (iv) any patio or deck which is appurtenant to a Unit; or (v) any other Common Area or Limited Common Area located within or without the bounds of a Unit; provided however, that to the extent any of the foregoing constitutes a Limited Common Area, the same shall be used and enjoyed exclusively by the Owner of the Unit in or to which it is appurtenant.

ARTICLE VI
Common Areas

6.01 Common Area Description.

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

(b) The Common Areas shall consist of all parts of the Condominium Property except the Units. Without limiting the generality of the foregoing and whether or not located within the bounds of a Unit, the Common Areas include the following to the extent that they at any time comprise a portion of the Condominium Property: (i) the real property on which the Buildings are situated; (ii) all foundations, columns, girders, beams, supports, structural walls, rafters, roofs, floors, and ceilings supporting or containing Common Areas and Facilities; (iii) the doors and windows in the perimeter walls of a Unit including glass and hardware; (iv) any outdoor

lighting fixtures, gardens, trees, shrubbery, lawns, decks, patios, streets, drives, driveways, walks, pavements and outdoor surface parking areas; (v) installations of any central or common services such as electricity, gas, water, and all pipes, storm and sanitary sewers, ducts, wire, conduits, receptacles, switches, grills, thermostats and control devices which are a part of, connected to, or used in connection with any of the foregoing; and (vi) all apparatus, equipment and installations existing for common use.

6.02 Limited Common Area Description.

(a) Each Unit Owner is hereby granted an exclusive right in perpetuity to use and occupy, to the exclusion of all others, the Limited Common Areas and Facilities which are located within the bounds of such Owner's Unit or which serve only such Owner's Unit.

(b) The Limited Common Areas and Facilities with respect to a Unit shall consist of such of the following as, and to the extent that, they are Common Areas and Facilities: (i) the doors and windows within or attached to the perimeter walls, all glass and screens within the windows and door frames within or attached to the perimeter walls of such Unit; and all hinges, locks, latches and other hardware within or on the windows or perimeter walls of such Unit or on the Limited Common Areas and Facilities belonging to such Unit; (ii) the ducts, plumbing, electrical and other fixtures, equipment and appurtenances located within or without the bounds of a Unit and serving only that Unit (including the structure and space thereof if located outside of a Unit); (iii) the gas, electric, water or other utility or service lines, pipes, wires and conduits located within the bounds of a Unit serving only that Unit; (iv) any patio or deck adjacent to a Unit and serving only that Unit; (v) the driveway and outdoor surface parking space adjacent to a Unit and serving only that Unit; and (vi) all other Common Areas and Facilities located within the bounds of a Unit and serving only that Unit.

6.03 Exclusive Use Areas. Each Unit Owner is hereby granted an exclusive but revocable license to use and enjoy such Exclusive Use Areas as the Board may allocate to such Unit Owner, upon and subject to such terms and conditions (including the payment of a fee there for to the Association) as the Board may determine. The Board may also hereafter designate specific, clearly defined parts of the Common Areas and Facilities (other than Limited Common Areas and Facilities) for a particular use or uses which serve the general welfare of all of the Unit Owners and are beneficial to the Condominium Property. Without limiting the generality of the foregoing, the Board may at any time and from time to time revoke any license granted hereunder and reassign the use of such areas in accordance with such rules as it may establish from time to time. The Board may require that maintenance of any Exclusive Use Areas shall be the sole responsibility of the licensee and/or user thereof.

6.04 Ownership of the Common Areas and Facilities.

(a) The percentages of undivided interest in the Common Areas and Facilities appurtenant to each Unit are set forth in Exhibit E hereto.

(b) The percentages of interest have been assigned by the Declarant on the basis of the relative square footages of the Units counting basements at fifteen percent (15%) of their

actual area. The percentages were determined by dividing each Unit's square footage by the total of the square footage of all Units in the Condominium Property.

(c) The percentages of interest in the Common Areas shall not be altered except pursuant to Section 5.04 hereof, by an amendment to this Declaration unanimously approved by all Unit Owners affected, or by an amendment to this Declaration by Declarant pursuant to Section 21.06 hereof.

(d) The undivided interest in the Common Areas shall not be separated from the Unit to which it is appurtenant and shall be deemed to be conveyed or encumbered with the Unit even though the description in the instrument of conveyance or encumbrance refers only to the Unit.

(e) The undivided interest in the Common Areas corresponding to any Unit shall be deemed conveyed, transferred, encumbered or otherwise affected with that Unit, even though the legal description in the instrument conveying, transferring, encumbering or otherwise affecting such Unit may refer only to the fee title to that Unit and not expressly mention or describe the percentage of ownership in the Common Areas corresponding to that Unit, or may refer to an incorrect percentage for that Unit.

ARTICLE VII.

Purpose of Condominium Property and Covenants and Restrictions as to Use and Occupancy

The following covenants, restrictions, conditions and limitations shall run with the land and shall be binding upon each Unit Owner and each Unit Owner's heirs, tenants, licensees, successors and assigns:

7.01 Purpose of the Property. The purpose of the Condominium Property and of the Units and facilities situated therein is housing and those uses which are both customarily accessory and incidental to housing. Each Unit shall be used for residential purposes and for no other purpose. That portion of any Unit which was originally constructed for use as a garage shall be used solely for garage and storage purpose. Notwithstanding the foregoing, Declarant may use one or more Units as "models" for the sale, rental or management of Units and may use one or more Units and the Common Areas for such other purposes incidental to the sale, rental or management of Units, including, without limitation, parking, business or promotional purposes, clerical activities and sales offices. A Unit Owner may use a portion of his Unit for his office or studio, provided that:

(a) Such use shall not interfere with the quiet enjoyment or comfort of any other Unit Owner or Occupant; and

(b) Such use is compatible with the residential character of the condominium and does not result in the Unit becoming principally an office as distinct from a residence or in the Unit developing a reputation as an office.



JAMES B MCCARTHY SUMMIT CO AUDITOR

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No part of the Condominium Property shall be used except for the foregoing purposes and except for such other uses or purposes as are expressly permitted or contemplated herein.

7.02 Changes of and Installations in the Common Areas and Facilities. Excluding Limited Common Areas and Facilities, there shall be no obstruction of, nor shall anything be stored in, or installed or built on, or removed from, the Common Areas and Facilities without the prior written consent of the Board, except as otherwise provided herein. No modification of or installation in the Common Areas, including, without limitation, the installation of landscaped or dirt beds, shall be effected or made without the prior written consent of the Board. No trees, shrubs or other landscaping (other than annuals which may be regulated pursuant to Rules to be adopted by the Board) shall be installed without the prior written approval of the Board. Owners and Occupants shall not damage or interfere with the utility lines installed in the landscaped and dirt beds abutting a Unit.

7.03 Hazardous Uses and Waste. Nothing shall be done or kept in any Unit or Limited Common Area or Common Area which will increase the rate of insurance applicable for residential use as the same pertains to the Condominium Property, without the prior written consent of the Board which consent may be conditioned upon the Owner paying for such increased costs. No Owner shall do or keep anything in his Unit(s), in the Limited Common Areas appurtenant to his Unit, or in the Common Areas which will result in the cancellation of insurance on the Condominium Property or which would be in violation of any law. No Unit Owner shall keep, store, use, or dispose of any hazardous or toxic substance or waste (as defined by any applicable law or regulation) within his Unit(s), Limited Common Area or the Common Areas without the prior written consent of the Board. No waste of any of the Condominium Property shall be committed. No Owner shall make any alterations to the Common Areas and Facilities including the Limited Common Areas and Facilities or remove any portion thereof or make any additions thereto or make any improvements thereon or thereto or do anything which would or might jeopardize or impair the safety and soundness thereof without the written consent of the Board, nor shall any Owner do any work which would jeopardize the soundness or safety of the Condominium Property, reduce the value thereof, or impair any easement or hereditament.

7.04 Exterior Surfaces of Buildings. Other than those originally provided by the Declarant, no installation or improvement, including, without limitation, a sign, awning, canopy, shutter, screen, radio or television antenna or any other item shall be constructed, installed or displayed from, affixed to or placed upon the exterior walls, windows (both exterior and interior), doors or roofs of the Buildings or from, to or upon any other part of the Common Areas and Facilities outside the Buildings without the prior written consent of the Board; provided, however, that Declarant may affix and display "For Sale", "For Rent" and promotional signs, banners and other materials in connection with Declarant's sale of Units, signs on any part or parts of the Condominium Property which Declarant shall select; and provided further, however, that the Board may authorize the display of "For Sale" or "For Rent" signs on any part or parts of the Condominium Property for the purpose of facilitating the disposal of Units by any Unit Owner or the Association.

7.05 Animals and Pets. No animals shall be raised, bred or kept in any Unit or Common Area for any commercial purpose. Dogs, cats or other common household pets may be kept in a Unit but only in strict compliance with any Rules relating thereto (including, without limitation, limitations relating to size and number) which may be adopted from time to time by the



Board. Dogs shall only be allowed outside of a Unit if they are being walked on a leash attended by their Owner or his designee. The Owners of dogs must pick up and properly dispose of dog excrement immediately after it is deposited on the Common Area. Any animal causing or creating a nuisance or unreasonable disturbance or whose owner does not pick up and properly dispose of the dog's excrement shall be permanently removed from the Condominium Property upon five (5) days written notice from the Board. All animals shall be carried or kept under leash when in the Common Areas.

7.06 Nuisances. No noxious or offensive activity shall be carried on in any Unit, Common Area or Limited Common Area, nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to any Unit Owner or Occupant.

7.07 Impairment of Structural Integrity of Buildings. Except as otherwise provided herein or as permitted by the Board, nothing shall be done in any Unit or in, on or to the Common Areas or the Limited Common Areas which would impair the structural integrity of the Buildings, structurally change the Buildings, overload the floors or overload the electrical wiring.

7.08 Laundry or Rubbish in Common Areas. No clothing, sheets, blankets, laundry of any kind and/or other articles shall be hung out or exposed on any part of the Common Areas or Limited Common Areas except as permitted under the Rules of the Association. All garbage, rubbish, debris and other unsightly materials shall be kept out of sight and the Common Areas shall be kept free and clear of all such materials.

7.09 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 in any part of the Common Areas, except as permitted by the Rules of the Association, provided, however, that patios, and decks may be used for their intended purposes.

7.10 Parking Restrictions. No recreational vehicles, campers, tractors, boats or trailers shall be parked on the outdoor surface parking areas or on any other part of the Common Areas. In addition, no abandoned, unsightly, unlicensed (without a valid license plate affixed thereto), or inoperable vehicles of any type shall be parked in the outdoor surface parking areas or any other part of the Common Areas.

7.11 Prohibited Activities. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism or otherwise shall be conducted, maintained or permitted on any part of the Condominium Property, except as expressly permitted in Section 7.01 of this Article nor shall any "For Sale" or "For Rent" signs or any other window displays or advertising be maintained or permitted on any part of the Condominium Property except as expressly permitted in Section 7.04 of this Article.

7.12 Chance of Grade. No Unit Owner or Occupant shall change the grade of any Common Areas including, without limitation, the landscaped or dirt beds abutting the Unit which are Limited Common Areas.

7.13 Permitted Exceptions. Notwithstanding anything herein to the contrary, and subject to the Rules and any governmental laws or regulations, the Owner of any Unit may, at his

expense, install a screen door for the front door of his Unit provided that it is of a style which has been approved by the Board and, upon such installation, such screen door shall be deemed to be included within, and a part of, such Unit.

ARTICLE VIII

The Association

8.01 Membership. Declarant shall cause the Association to be incorporated and organized for the administration and operation of the Condominium Property. The Association shall be established not later than the date the deed or other evidence of ownership is filed for record following the first sale of an Ownership Interest in the condominium. Until the Association is established, Declarant shall act in all instances where action of the Association or its Board or officers is authorized or required by law or this Declaration. Each Unit Owner, upon acquisition of an Ownership Interest in a Unit within the Condominium Property 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 Ownership Interest shall become a member of the Association.

8.02 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 by operation of law, the By-Laws and this Declaration; provided, however, that in the event any such power, duty or right shall be deemed exercisable or -dischargeable by, or vested in, an officer or member of the Board, solely in his capacity as an officer or a member of the Board, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this Declaration and the By-Laws.

8.03 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, the Rules and the decisions and resolutions of the Association or its representative, as the same may be 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, or both, brought by the Association, by a Unit Owner or Unit Owners, or by both.

8.04 Service of Process. Service of summons or other process upon the Association may be made in accordance with the provisions of Section 5311.20 of the Act or, if the same shall not be applicable, in accordance with the provisions of Section 1702.06 of the Ohio Revised Code. When and after the Association is lawfully constituted, the Board shall designate a statutory agent who shall be a resident of Summit County. Such person shall receive service of process, and his name and address (and that of each successor) shall be filed with the Secretary of State of Ohio on such forms as are prescribed for the subsequent appointment of a statutory agent for an Ohio not-for-profit corporation. The name and address of the initial agent shall be B&McD, Inc., 500 First National Tower, Akron, Ohio 44308-1471.



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ARTICLE IX.

Management, Maintenance, Repairs,
Alterations and Improvements

9.01 Responsibilities and Rights of the Association.

(a) Management. The Association shall manage the Condominium Property and the affairs of the Condominium with the right, however, to delegate its authority as hereinafter provided.

(b) Common Areas and Limited Common Areas. Except as otherwise expressly provided herein, the Association shall maintain and keep the Common Areas, including the Limited Common Areas, in a state of good working order, condition and repair, in a clean, neat, safe and sanitary condition, and in conformity with all laws, ordinances and regulations applicable to the Common Areas by promptly, properly and in a good and workmanlike manner, making all repairs, replacements, alterations and other improvements necessary to comply with the foregoing.

(c) Units. If the condition of a Unit (or any appurtenant Limited Common Area which is the Owner's responsibility to maintain and repair) becomes impaired or if such Unit or Limited Common Area is in need of repair or restoration, and if the Owner thereof, after notice from the Association (unless an emergency situation exists in which event no notice shall be necessary), fails to repair, restore or otherwise correct the condition, the Association may, but shall not be obligated to, enter the Unit and/or such Limited Common Area at any reasonable time upon reasonable advance notice (which shall, unless there is evidence to the contrary, be presumed to be twenty-four (24) hours notice) or, if an emergency situation exists, at any time, without notice, to repair, restore or otherwise correct the condition, and the Association shall charge and assess the cost and expense thereof to such Owner.

(d) General Duties. The Association shall do any and all other things necessary and appropriate to carry out the duties and obligations reasonably intended to be required of it under this Declaration and the Act.

(e) Delegation of Authority. The Association may delegate all or any portion of its authority and responsibilities to a management company. Any such delegation shall be evidenced by a written management agreement which shall provide for the duties to be performed by the management company and for the payment to the company of a reasonable compensation as a Common Expense. Upon the expiration or termination of each such management agreement, the Association may renew the management agreement or enter into a different agreement with the same or a different management company or elect not to delegate any portion of its authority and responsibilities.

(f) Management Agreement. After this Declaration is filed for record with the recorder of Summit County, the Association, or the Declarant on behalf of the Association, may enter into an agreement for management of the Condominium Property. Notwithstanding the power conferred upon the Board by Section 14 of Article III of the By-Laws to contract for management of the Condominium Property, (a) no such management agreement entered into prior to the First

Annual Meeting Date shall extend more than one year thereafter unless such agreement is renewed by the affirmative vote of the Association members entitled to exercise a majority of the voting power of all members present in person or by proxy at the First Annual Meeting or a special meeting called for that purpose and (b) any such management agreement shall provide that such agreement shall be terminable by any party thereto upon ninety days (thirty days in the event of an uncured default) notice to any other party thereto.

9.02 Responsibilities of Unit Owners. The responsibilities of each Unit Owner shall be:

(a) Maintenance and Repair.

(i) To maintain, repair and replace, at the Unit Owner's expense, all interior and exterior doors and windows, including hardware and glass, cabinets, electric fixtures, sinks, bathtubs, toilets, faucets, shower heads, plugs, connections and fixtures, and parts thereof, located within the Unit.

(ii) To maintain, repair and replace, at the Unit Owner's expense, the patio or deck which serves such Unit Owners, the appliances (including without limitation, the heating and air conditioning equipment and the hot water heater) located within or serving the Unit or the Limited Common Areas appurtenant thereto, and to otherwise maintain the Unit in a good, clean, neat, safe and sanitary condition, and in conformity with all laws, ordinances, rules and regulations applicable to the Unit and to the Limited Common Areas designated for use by the Unit Owner.

(iii) To maintain, repair and replace, at the Unit Owner's expense, all of the items referred to in parts (i) and (ii) of this Paragraph (a) which may require maintenance, repair or replacement by reason of all breakage, damage, malfunctions and ordinary wear and tear of such items.

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



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(v) To perform all of the work required of the Unit Owner in this Paragraph (a) so that the property being maintained, repaired or replaced will be in good condition and repair, neat and clean. Such work shall be done promptly, properly and in a good, workmanlike manner, using first-class materials of equivalent or better quality than those originally installed or incorporated into the Condominium Property, and using competent and qualified labor.

(vi) To report promptly to the Board or management company 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.

(b) Other Obligations.

(i) To perform a Unit Owner's duties and responsibilities in such manner so as not unreasonably to disturb other Unit Owners and Occupants.

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

(iii) To permit the Declarant and the Association to utilize the water spigots located on the exterior of the Unit Owner's Unit to provide such water as may, in the judgment of the Declarant or the Association, be necessary to water the lawn and landscaped areas which are adjacent to such Unit Owner's Unit and to provide and pay for the water which is used for that purpose.

(iv) To promptly pay all charges and Assessments made pursuant to this Declaration, and to perform all covenants and restrictions herein contained and all other obligations of a Unit Owner as set forth in or intended by this Declaration, the By-Laws, the Rules and the Act.

(v) Except as, expressly permitted herein, not to make any alterations in the Common Areas or Limited Common Areas or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness thereof without the prior written consent of the Association.

(vi) Not to impair the use and enjoyment of the easements provided in Article XI hereof, without first obtaining the written consent of the Association and of any other person, firm or corporation for whose benefit such easements exist.

(c) Additions, Alterations or Improvements of Units.

(i) Except as expressly permitted herein, no Unit Owner shall make any structural addition, alteration or improvement in or to his Unit(s) without the prior written

consent of the Board. All structural additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction. A Unit Owner making or causing to be made any structural additions, alterations or improvements hereby agrees to indemnify and to hold the Association and all other Unit Owners harmless from any expense, cost or liability arising therefrom.

(ii) The restrictions of this Paragraph (c) shall not apply to Units then owned by the Declarant. Subject to the provisions of the Act, Declarant shall have the right, without the consent or approval of the Board or other Unit Owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit then owned by it.

9.03 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 such maintenance, repair or replacement may be necessary to cure any latent or patent defect 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, which shall be specifically reserved.

9.04 Effect of Insurance or Construction Guarantees. Notwithstanding the fact that the Association and/or any Unit Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by the Declarant or any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which the Association and/or any Unit Owner is responsible, the existence of any construction guarantee or insurance coverage shall not excuse any delay by the Association or any Unit Owner in performing their respective obligations hereunder.

ARTICLE X.

Assessments, Common Expenses and Common Profits

10.01 General. Assessments shall be made in the manner provided herein and in the By-Laws.

10.02 Division of Common Profits and Common Expenses. The Common Profits of the Condominium Property shall be distributed among, and the Common Expenses shall be assessed against, the Unit Owners by the Association, according to the percentages of interest in the Common Areas appurtenant to their respective Units. Each Unit Owner shall pay his proportionate share of Assessments for Common Expenses and any special Assessments and Other Charges levied against him in such manner and at such times as provided herein and in the By-Laws, and no Unit Owner shall exempt himself from liability therefor by waiver of the use or enjoyment of any of the Common Areas and Facilities or by abandonment of his Unit.



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10.03 Lien of Association. The Association shall have a lien upon the Ownership Interest of each Owner for the payment of all Assessments which remain unpaid for a period of ten (10) days after the same shall have become due and payable. The lien shall be effective as of the date a certificate of lien, subscribed by the President of the Association, is filed for record in the office of the Recorder of Summit County, Ohio, pursuant to authorization by the Board. The certificate shall contain a description of the Unit, the name or names of the Unit Owner or Owners, and the amount of the unpaid Assessments. The lien shall also secure all Assessments which become due and payable after the certificate therefor is filed until the claim of lien is satisfied. The lien is valid for a period of five (5) years from the date of filing unless sooner released or satisfied in the same manner as provided by law for the release and satisfaction of mortgages on real property or discharged by a final judgment or order of a court having jurisdiction of an action to discharge the lien as hereinafter provided. Owners of record of a Unit shall be jointly and severally personally liable for all Assessments of the Association against such Unit. The existence of a mortgage, lien, or other encumbrance and of a condition, possibility of reverter or the like, shall not be deemed to be a defeasance of a Unit Owner's title under the preceding sentence.

10.04 Priority of Association's Lien. The lien provided in Section 10.03 of this Article shall have priority to any lien or encumbrance subsequently arising or created except liens for real estate taxes, assessments, and liens of bona fide first mortgages that have been theretofore filed of record, and may be foreclosed in the same manner as a mortgage on real estate in an action brought on behalf of the Association by its President pursuant to authorization of the Board. During the pendency of a foreclosure action, the Unit Owner shall be required to pay a reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same. In the event of a foreclosure sale, the Association, or its agent, shall have the right to purchase the Ownership Interest and to hold, lease, encumber and/or convey the same. The provisions of Article XVIII hereof shall be applicable to any such acquisition by the Association. The sale or transfer of an Ownership Interest pursuant to a foreclosure action shall not relieve the purchaser or transferee thereof from liability, nor the Ownership Interest, from the lien of, any Common Expenses thereafter becoming due.

10.05 Dispute as to Common Expenses. A Unit Owner who is of the opinion that any Assessment levied by the Association has been improperly determined may commence an action for the discharge of the lien resulting therefrom in the Court of Common Pleas for Summit County, Ohio. If it is finally determined that any Assessment has been improperly levied against a Unit Owner, the Court shall make such order as is just under the circumstances including discharge of record of part or all of the lien.

10.06 Non-Liability of Mortgagee for Past Due Common Expenses. To the extent permitted by law, any mortgagee of a Unit who comes into possession of a Unit pursuant to the remedies provided in the mortgage or foreclosure thereof, or by way of a deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take such property free of any claims for unpaid Assessments in favor of the Association against the mortgaged Unit which accrued prior thereto. Any funds received upon the judicial sale of the Unit in excess of the mortgage lien, court costs and real estate taxes shall be distributed to the Association to the extent of any unpaid Assessments. The Owner or Owners of a Unit shall be and remain jointly and severally personally liable for Assessments against the Unit to the date of judicial sale. Any unpaid part of such



Assessments shall be deemed to be Common Expenses and shall be assessed against all Unit Owners, including the mortgagee Owner or purchaser of the Unit foreclosed.

10.07 Liability of Grantee for Assessments Upon Voluntary Conveyance. The grantee of an Ownership Interest pursuant to a voluntary conveyance, shall not be personally liable for unpaid Assessments against such Unit levied prior to the time of conveyance. A grantee will, however, take title to such Unit subject to any liens for unpaid assessments created, pursuant to Section 10.03 hereof.


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ARTICLE XI

Easements

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

(a) Easements in favor of the Association in, over, under and through the Units and Limited Common Areas and Facilities for access at any reasonable time upon reasonable advance notice (which shall, unless there is evidence to the contrary, be presumed to be twenty-four (24) hours notice), or, if an emergency situation exists, at any time, without notice, for the purpose of (i) improving, maintaining, repairing and replacing the Common Areas and Facilities, (ii) to repair, restore or otherwise correct the condition of the Units (or Limited Common Areas) in accordance with Section 9.01(c) hereof, (iii) to remedy any condition which would result in damage to any other Unit or to the Common Areas or Facilities, (iv) to cause necessary compliance with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof, and (v) to correct and abate any breach of a Unit Owner's duties and obligations under this Declaration or the Rules;

(b) Easements in favor of each Owner in, over and through the Common Areas and Facilities for access to each Owner's Unit and the Limited Common Areas appurtenant thereto;

(c) Easements in favor of each Owner in, over, under and through the Common Areas and Facilities, the Limited Common Areas and Facilities, and the Units as may be necessary for the use of water, gas, sewer, electricity, telephone, and other utilities now or hereafter existing within or without the boundaries of an Owner's Unit, and, for the use of such central television antenna, cables, lines, wires and other equipment and facilities which may at any time be installed to serve the Units;

(d) Easements in favor of each Owner to apply, attach, affix, maintain, repair or replace paneling, plaster, dry wall, paint, wood and other finishing and decorating materials to or upon the perimeter walls, floors and ceilings of such Owner's Unit and to install, construct, maintain, repair or replace non-structural interior walls and partitions (other than walls and partitions separating Units) within the perimeter walls, floors and ceilings of such Owner's Unit;

(e) Easements in and over the Condominium Property in favor of any person or company, its successors and assigns, which is at any time authorized by the Board to install central television antennae, cables and other equipment and facilities (or other television service) in the Buildings, for the purposes of installing and maintaining such antennae, cables, equipment, facilities and service;



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(f) Easements in favor of the Association in, over, under and through the Units, the Limited Common Areas and Facilities and the Common Areas and Facilities for the purposes of using private roads and driveways in the Common Areas, installing, laying, maintaining, repairing and replacing any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of the Units, whether or not such walls lie in whole or in part within Unit boundaries, or through the Limited Common Areas and Facilities or the Common Areas and Facilities;

11.02 Easement Grants by Association. The Association may hereafter grant easements on, over, under and through the Common Areas as may be reasonably necessary or desirable (a) for the ongoing development or operation of the Condominium Property, including, without limitation, the right to install, lay, maintain, repair and replace (collectively "Install") water mains and pipes, sewer lines, gas mains, telephone wires and equipment, television cable lines, security cable lines and electrical conduits and wires (collectively, "Utility Facilities") in, over, under, along, on or through any portion of the Common Areas and Facilities, the Limited Common Areas and Facilities, or through the walls of the Units whether or not such walls lie in whole or in part within the Unit boundaries, (b) for the operation or convenience of owners of any property abutting any portion of the Condominium Property including, without limitation, the right to (i) install or tie into existing Utility Facilities on the Condominium Property, so long as the Board shall first obtain the certification of a licensed engineer that such easements will not adversely affect the use of the Utility Facilities by the Unit Owners or the operation of the Condominium, (ii) use the Condominium private roads and driveways so long as any such easement will not adversely affect the use thereof by the Unit Owners, and (iii) use such other facilities on the Condominium Property which will not adversely affect the operation of the Condominium or the use of the Units or Common Areas by the Unit Owners.

11.03 Agreement to Execute Instruments Effectuation Easements.

(a) Each Unit Owner and his respective mortgagee, by acceptance of a deed conveying an Ownership Interest or a mortgage encumbering the same, hereby grant to the Association and/or the Declarant an irrevocable power of attorney to execute, acknowledge and record, for and in the name of the Unit Owner or mortgagee, such instruments as may be necessary to effectuate the foregoing provisions of Sections 11.01 and 11.02.

(b) Each Unit Owner and his respective mortgagee agree to execute, acknowledge and deliver any and all instruments in recordable form which may be necessary or desired by a beneficiary of any such easement to effectuate and/or further manifest the easements and intentions set forth in Sections 11.01 and 11.02.

11.04 Deeds and Mortgages Subject to Easements. Each conveyance or mortgage of a Unit shall be subject to, and have the benefit of, 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 notwithstanding the omission from such deed of conveyance or mortgage of reference thereto.



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11.05 Damage Resulting from Exercise of Easements. All damage caused to the Condominium Property or the property of any Unit Owner as a result of any act or work performed pursuant to the authority granted or reserved in this Article, or as a result of the use of any easement granted or reserved in this Article, shall be repaired, replaced or corrected, as necessary, promptly by the person performing the act or work and/or by the grantee or holder of the easement being exercised, at the cost and expense of such person, so that any such Condominium Property or other property so damaged will be restored or replaced to the condition in which it existed immediately prior to damage.

11.06 Encroachments. If, by reason of the construction, reconstruction, repair, restoration, settlement, movement, shifting or partial or total destruction and rebuilding of any of the Buildings or other improvements constituting part of the Condominium Property, any part of the Common Areas and Facilities presently encroaches or shall hereafter encroach upon any part of a Unit or any part of a Unit presently encroaches or shall hereafter encroach upon any part of the Common Areas and Facilities or another Unit, or if, by reason of the design or construction of any Unit, it shall be necessary or advantageous to a Unit Owner to use or occupy any portion of the Common Areas and Facilities consisting of unoccupied space within the Building and adjoining his Unit, or if, by reason of the design, construction or rebuilding of utility systems within the Condominium Property, any main pipes, ducts or conduits serving any part of the Condominium Property presently encroach or shall hereafter encroach upon any part of a Unit or upon any part of the Common Areas and Facilities, or if, by reason of the design, construction or rebuilding of utility systems, any main pipes, ducts or conduits serving more than one Unit presently encroach or shall hereafter encroach upon any part of any other Unit, valid easements for the existence and maintenance of any such encroachment and for the use of such space are hereby established and shall exist for the benefit of any such Unit and the Common Areas and Facilities, so long as all or any part of the Buildings shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Unit Owner or in favor of the Unit Owners as owners of the Common Areas and Facilities if such encroachment occurred due to the willful conduct of an Owner or Occupant.

ARTICLE XII.

Insurance and Casualty Loss

12.01 Required Purchases of Insurance. The Association shall obtain the following insurance, the premiums for which shall be a Common Expense:

(a) Insurance for all improvements, fixtures and personal property (including building services and supplies) included in the Common Areas and Facilities (but excepting land, foundations, excavations, and other items normally excluded from coverage, and also excepting all improvements and betterments made in or to any Units by the Owners thereof) and all fixtures, equipment and other property within a Unit originally purchased from the Declarant, against loss or damage by fire and other hazards now or hereafter embraced by "extended coverage and "all risk perils of loss" coverage in an amount sufficient to cover the full replacement cost in the event of damage or destruction from any such hazard. Such insurance shall have an Agreed Amount Endorsement and if available for a reasonable



premium (as determined in the sole discretion of the Board) and commonly required by prudent institutional mortgage lenders in Summit County, an Inflation Guard Endorsement. Such policy may have a deductible clause in a reasonable amount; and such insurance shall be obtained by the Association for the benefit of the Declarant, the Association, each of the Unit Owners and the holders of mortgages upon the Ownership Interests, as their interests may appear;

(b) Comprehensive general liability insurance with coverage limits of at least Two Million Five Hundred Thousand Dollars (\$2,500,000) for bodily injury, including death, and property damage combined single limit, with a rider covering non-owned automobile liability, such insurance to designate as additional insureds any manager and Declarant and, if possible, Unit Owners, Occupants, the members of the Board, and the holders of mortgages upon the Ownership Interests;

(c) If then required by the regulations of any agency of the Federal government which has made, purchased, insured or guaranteed any then unpaid mortgage loan which is secured by a Unit, flood insurance in such amount and with coverage as such regulations may require; and

(d) If required by law, workers compensation coverage.

12.02 Optional Purchases of Insurance. The Association may obtain such other insurance as it deems desirable, including, without limitation, the insurance which is contemplated by Article VI of the By-Laws, debris removal insurance and insurance to provide relief or partial relief from monthly assessments on behalf of an Owner whose Unit is rendered uninhabitable by a peril insured against. The Association may also elect from time to time to carry insurance of the types referred to in Subsections 12.01(a) and 12.01(c) hereof in respect of all or any portions of the Units to the extent that such portions constitute those fixtures, floor coverings, appliances and other items which are included within the basic Unit as sold by the Declarant. Premiums for all such insurance shall be a Common Expense.

12.03 General Provisions Regarding Insurance. All insurance affecting the Condominium Property shall be governed by the following provisions:

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

(b) The originals of all policies and endorsements thereto obtained pursuant to Paragraph (a) of Section 12.01 shall be deposited with the Insurance Trustee selected pursuant to the provisions of Section 12.04 of this Article which shall hold them subject to the provisions thereof.

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



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(d) Each Unit Owner and each Unit Owner's mortgagees, if any, shall be beneficiaries of the policies in the percentage interest of each Unit.

(e) Such policies shall contain the standard mortgage clause, or equivalent endorsement (without contribution). Such policies must also provide that they may not be canceled or substantially modified, without at least 10 days' prior written notice to the association and to each holder of a first mortgage listed as a scheduled holder of a first mortgage in the policies.

(f) No policy shall be written when: (i) under the terms of the insurance carrier's charter, by-laws, or policy, contributions or assessments may be made against any Unit Owner on his mortgagees, or (ii) by the terms of the carrier's charter, by-laws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members, or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent the Unit Owners or their mortgagees from collecting insurance proceeds.

(g) Each Unit Owner may obtain additional insurance at his own expense; provided, however, as follows:

(i) Except to the extent that the Association is required or has elected to obtain such insurance pursuant to Section 12.02 hereof, each Unit Owner shall separately insure his Unit and all improvements and betterments made by the Declarant and/or such Unit Owner at his expense against loss by fire and other hazards now or hereafter embraced by "all risk perils of loss" coverage; except as may be provided in Section 12.02 hereof, the Association shall have no responsibility or obligation to insure such improvements and betterments for or on behalf of the Unit Owners;

(ii) No Unit Owner shall maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all Unit Owners and their mortgagees, may realize under any insurance policy which the Association may have in force on the Common Areas and Facilities at any particular time;

(iii) The insurance which shall be carried by a Unit Owner shall be such liability insurance and casualty insurance for fire and the perils embraced by "all risk perils of loss" coverage covering the Unit Owner's Contents and personal property as the Owner may desire, and the improvements and betterments as set forth in Section 12.03(g)(i) above, such insurance sometimes written under a "homeowner's" policy;

(iv) If any diminution in insurance proceeds on insurance purchased by the Association results from the existence of insurance purchased by a Unit Owner for the same casualty and loss as that covered by a policy purchased by the Association, then the Unit Owner shall be liable to the Association to the extent of any such diminution and/or loss of proceeds; and all proceeds of the Owner's policies which were brought into proration with the policies of the Association shall be due and payable directly to the Association, it being agreed by the Owner that his policies were purchased in trust and for the benefit of the Association; and



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(v) Each policy of insurance obtained by a Unit Owner shall contain, if obtainable, a clause or endorsement providing in substance that the insurance shall not be prejudiced if the insureds have waived their right of recovery from any person or persons prior to the date and time of loss or damage, if any.

(h) Each Unit Owner who obtains an individual insurance policy covering any portion of the Condominium Property shall be required to file a copy of each such individual policy with the Secretary of the Association within thirty (30) days after purchase of such insurance.

(i) The Board shall conduct an annual insurance review which, at the option of the Board, may include a replacement cost appraisal by one or more qualified persons, without respect to depreciation, of all improvements and personal property comprised in the Common Areas and Facilities.

(j) The Board shall be required to secure insurance policies that will provide for the following: (i) a waiver of subrogation by the insurer as to any claims against the Declarant, Association, Board, its managing agent, Unit Owners and Occupants; (ii) that the master policy on the improvements and personal property comprised in the Common Areas and Facilities cannot be canceled, invalidated or suspended on account of the acts or omissions of any one or more individual Unit Owners; and (iii) that any "other insurance" clause in such master policy shall exclude individual Unit Owners' policies from consideration. The Board shall also be required use reasonable efforts to obtain the following provisions: (A) that the master policy on the improvements and personal property comprised in the Common Areas and Facilities cannot be canceled, invalidated or suspended on account of the conduct of any manager, officer or employee of the Association or its duly authorized managing agent without a prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its managing agent, any Unit Owner or mortgagee; and (B) that, notwithstanding any provision of any policy which gives the carrier an option to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the case of removal of the Condominium Property from the provisions of the Act as provided for in this Declaration.

k. The policies may contain reasonable deductible provisions as determined by the Board.

12.04 Insurance Trustee.



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(a) All insurance policies purchased by and in the name of the Association shall provide that proceeds covering property losses shall be paid jointly to the Association and a trustee. Such trustee shall be selected by the Board and, at the option of the Board from time to time, shall be a banking institution having trust powers and at least Fifty Million Dollars (\$50,000,000) total capital and surplus (the "Insurance Trustee"), provided, however, that until the First Annual Meeting Date, the Declarant shall be the Insurance Trustee. Each Unit Owner hereby appoints the Association and the Insurance Trustee as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of release of liability; the execution of all Documents; and the performance of all other acts necessary to accomplish such purpose.

Immediately upon the receipt by the Association of such proceeds, the Association shall endorse the instrument by means of which such proceeds are paid, and deliver or cause to be delivered such instrument to the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds. The Insurance Trustee has no obligation to inspect the property to determine whether a loss has been sustained or to file any claim or claims against any insurer or any other person.

(b) The duty of the Insurance Trustee shall be to receive such proceeds as are paid and delivered to it and to hold such proceeds in trust for the benefit of the Unit Owners, the holders of mortgages upon Ownership Interests and the Association in the shares described below. An undivided share of such proceeds on account of damage or destruction to the Common Areas and Facilities shall be held in trust for the Unit Owners in accordance with their respective percentages of interests in and to the Common Areas and Facilities. Proceeds received on account of damage or destruction to Units shall be held in-trust for the Unit Owners of the damaged or destroyed Units in the proportion that the cost of repairing or reconstructing the damage or destruction suffered by each Unit bears to the cost of repairing or reconstructing the damage or destruction suffered by all Units for which proceeds are received from policies maintained by the Association. In the event that a mortgage endorsement has been issued as to any particular Unit, the share of such Unit Owner shall be held in trust for such Unit Owner and his mortgagee, as their respective interests may appear.

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

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

(ii) If it is determined, as provided for in Paragraph (c) of Section 12.05 of this Article, that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed as therein provided.

(iii) Any and all disbursements of funds, whether such funds consist of insurance proceeds, special assessments, sales proceeds or any combination thereof, to be made by the Insurance Trustee for any purpose whatsoever, shall be made pursuant to and in accordance with a certificate of the Association signed by the President or a Vice President and by the Secretary or an Assistant Secretary setting forth whether or not the damage or destruction is to be repaired or reconstructed and describing the damage or destruction. If the damage or destruction is to be repaired or reconstructed, the certificate shall include a statement, to the best of the knowledge of the Board based on estimates or other





documentation reasonably satisfactory to the Board, that either (A) the insurance proceeds held by the Insurance Trustee are sufficient to defray the estimated cost of repairing such damage or destruction or (B) such proceeds may not be sufficient to defray said cost, and a special Assessment in the amount of the estimated difference will be levied pursuant to Section 12.06 hereof. If the damage or destruction is not to be repaired or reconstructed, said certificate shall direct that disbursements be made by the Insurance Trustee as provided by law and in accordance with the terms of Paragraph (c) of Section 12.05 of this Article.

(iv) If the damage or destruction is to be repaired or reconstructed, the Insurance Trustee shall give written notification to each mortgagee of any portion of the damaged premises stating the proposed repairs and the proposed manner of disbursement. Any such mortgagee may elect by written notice to the Insurance Trustee to approve all disbursements (such approval not to be unreasonably withheld) provided that such mortgagee shall not cause undue delay in the making of such repairs or in the disbursement of funds by reason if its failure to act promptly in granting such approvals. Disbursements shall be made pursuant to certificates directed to the Insurance Trustee authorizing it to make disbursements to those persons and in such amounts as may be specified therein, or, in the alternative, to make disbursements according to such procedures, in such amounts, and upon and pursuant to such lien waivers, statutory affidavits, applications, or written authorizations as may be submitted to it by an architect or other person named therein as having been employed by the Association to supervise or make such repairs or reconstruction.

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

12.05 Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Condominium Property covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Such cost may include professional fees and premiums for such bonds as the Board deems necessary. Repairs or reconstruction, as used in this Paragraph, means repairing or restoring the Condominium Property to substantially the same condition in which it existed prior to the fire or other casualty. Each Unit Owner shall be deemed to have delegated, and does delegate upon acquisition of title to an Ownership Interest, to the Board or its agent, his right to adjust with insurance companies all losses under the casualty insurance policies referred to in Paragraph (a) of Section 12.01 of this Article. In furtherance of this delegation, the Board, and its agents, is and are hereby appointed the attorney-in-fact for all Unit Owners to make proof of loss, to negotiate loss adjustment, and to receipt for any sums received on or under any and all of said policies payable jointly to the Association and the Insurance Trustee.

(b) Except as otherwise provided in subparagraph (c) of this Section 12.05, in the event the Common Areas and Facilities or any part thereof, shall be damaged or destroyed, the Association shall cause the same to be restored substantially in accordance with the Drawings (excluding any betterments and improvements added by any Unit Owner, which betterments and

improvements shall be the responsibility of the Unit Owner to restore) as provided in Section 12.06 below. Each Unit Owner shall restore his Unit after any casualty causing damage thereto.

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

12.06 Repair and Reconstruction.

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

(b) Any and all sums paid to the Association under and by virtue of those special Assessments provided for above to defray the estimated excess cost of repair or reconstruction shall be deposited by the Association with the Insurance Trustee. The proceeds from insurance and Assessments, if any, received by the Insurance Trustee, when the damage or destruction is to be repaired or reconstructed, shall be disbursed as provided in Section 12.04 of this Article.

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

(d) After any damage to or destruction of his Unit, each Unit Owner shall restore his Unit, including all improvements' and betterments made thereto by the Owner, substantially as such Unit existed immediately before the damage or destruction, and shall complete such restoration within eight (8) months after the damage or destruction.

12.07 Minor Repairs.



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(a) Notwithstanding the foregoing provisions of this Article, if the estimated cost, in the aggregate, of repairing any damage to the Common Areas and Facilities is less than Twenty-Five Thousand Dollars (\$25,000), the instrument (or draft) by means of which any insurance proceeds are paid shall be endorsed by the Insurance Trustee and delivered to the Association and the damage shall be repaired in accordance with Paragraph (b) below of this Section 12.07.

(b) Such insurance proceeds shall be used by the Association to defray the cost of repairing the damage to the Common Areas and Facilities. If the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be retained by the Association or its duly authorized agent and placed in the maintenance fund or contingency fund as the Board in its sole discretion may determine. If the cost of such repairs exceeds the amount of such insurance proceeds, such excess may be provided either by means of a special Assessment levied by the Board against all Unit Owners in proportion to their respective percentages of interests in the Common Areas and Facilities or by means of an appropriation from the contingency fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the Common Areas and Facilities as the Board may determine.

12.08 Waiver of Subrogation.

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

ARTICLE XIII.

Rehabilitation of Existing Buildings,
Structures and Other Improvements

13.01 The Association, by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the-voting power, at a meeting called for such purpose, may determine that the Condominium Property is obsolete in whole or in part and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a Common Expense. In such event, any Unit Owner who does not vote for such renewal and rehabilitation, in a writing delivered to the President of the Association within five (5) days after receiving notice of such vote, may elect to receive the fair market value of his Ownership Interest, less (i) the amount of any liens and encumbrances on his Unit(s) as of the date such vote is taken; (ii) the amount of any liens and encumbrances arising from the actions of the Owner and filed during the period from the date of such vote to the date of conveyance; (iii) the amount of any liens and encumbrances thereafter arising because of unpaid Common Expenses of the Association accruing prior to the date of such vote; and (iv) the amount of any Common Expenses accruing prior to the date of such vote, whether assessed or not assessed, in return for the



conveyance of his Ownership Interest, subject to such liens and encumbrances, to the President of the Association as Trustee for all other Unit Owners. In the event of the election by a Unit Owner to receive the fair market value of his Ownership Interest, the conveyance and payment of the consideration therefor shall be a Common Expense to the Unit Owners who have not so elected and shall be made within ten (10) days thereafter. In the event the Unit Owner and a majority of the Board cannot agree upon the fair market value of the Unit(s), such determination shall be made by a majority vote of three appraisers, one of which shall be appointed by the Board, one of which shall be appointed by the Unit Owner, and the third of which shall be appointed by the first two appraisers. The determination of the fair market value of the Unit(s) by the appraisers shall be conclusive and binding upon the Owner, Board and Association.

ARTICLE XIV.

Certain Rights and Obligations of Declarant

14.01 Declarant's Ownership Interests After Assumption of Control by the Association. Except for the easements previously created as described in Exhibit F and the easements described in Section 21.05(d), and except in the capacity of a Unit Owner of unsold Units, Declarant shall not retain a property interest in any of the Common Areas and Facilities after control of the Condominium Property is assumed by the Association.

14.02 Declarant's Rights Pending First Annual Meeting Date. Subject to the provisions of Section 5311.08 of the Act and the By-Laws, and until the First Annual Meeting Date, the Declarant or persons designated by the Declarant shall have the right to appoint and remove members of the Board and officers of the Association and to exercise the powers and responsibilities otherwise assigned by law or this Declaration to the Association, the Board or the officers so long as such rights are exercised in accordance with the provisions of the Act. Notwithstanding the provisions of Section 2 of Article III of the By-Laws, such members and officers appointed by Declarant need not be Unit Owners.

14.03 Rights and Obligations of Declarant Pending Sale of Each Unit: Except as otherwise expressly provided herein, the Declarant is subject to, and will enjoy the benefits of, the rights and obligations of a Unit Owner in the Declarant's capacity as an owner of Ownership Interests not yet sold, including without limitation, the obligation to pay Common Expenses attaching to such interest, from the date this Declaration is filed for record.

ARTICLE XV.

Removal from Condominium Ownership

15.01 The Unit Owners, by affirmative vote of not less than one hundred percent (100%) of the voting power of the Association at a meeting of voting members duly called for such purpose, may elect to remove the Condominium Property from the provisions of the Act. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Condominium Property, shall be paid, released or discharged,



and a certificate setting forth that such election was made shall be filed with the Recorder of Summit County, Ohio. Such certificate 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 and Facilities have been paid, released or discharged, and shall also be signed by the Unit Owners, each of whom shall certify therein under oath that all such liens and encumbrances on his Unit or Units have been paid, released or discharged. Upon removal of the Condominium Property from the provisions of the Act, the property so removed shall be deemed to be owned in common by the Unit Owners. A Unit Owner's undivided interest in the property owned in common shall be that percentage of interest previously owned by such Unit Owner in the Common Areas and Facilities. The removal provided for in this Article XV shall in no way bar the subsequent resubmission of the property to the provisions of the Act in the manner provided for therein.

ARTICLE XVI.

Amendment of Declaration and By-Laws

16.01 In General. This Declaration, including the By-Laws and any other Exhibit hereto, may be amended, and such amendment(s) shall be effective upon the filing for record with the recorder of Summit County, Ohio, of an instrument in writing setting forth specifically the item or items to be amended and/or any new matter to be added, which instrument shall have been duly authorized by the affirmative vote of those Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power of the Association. The amendment must be executed by the approving Unit Owners (or by the President and Secretary of the Association) with the same formalities as this instrument and must refer to the volume and page in which this Declaration is recorded and must contain an affidavit by the Secretary of the Association that a copy of the amendment has been mailed or hand delivered or sent by telegram to all first mortgagees having bona fide liens of record against any Unit that have notified the Association that they desire to receive such copies and the address to which they should be sent. No amendment shall affect any rights specifically granted to the Declarant or to an "eligible first mortgagee" (as defined in Section 19.06(f) hereof) nor shall an amendment confer any specific duties on the Declarant or an eligible first mortgagee unless the written consent to such amendment by the Declarant or eligible first mortgagees in Units to which at least fifty-one percent (51%) of the votes of Units subject to a mortgage appertains, as the case may be, is obtained. Such consents shall be retained by the Secretary of the Association.

16.02 Amendment of Percentage Interests. No amendment shall be made to the percentage of interest in the Common Areas and Facilities of each Unit as set forth in Exhibit E hereof except by an amendment to this Declaration unanimously approved by all Unit Owners affected, or by an amendment to this Declaration by Declarant pursuant to the provisions of Article XXI hereof.

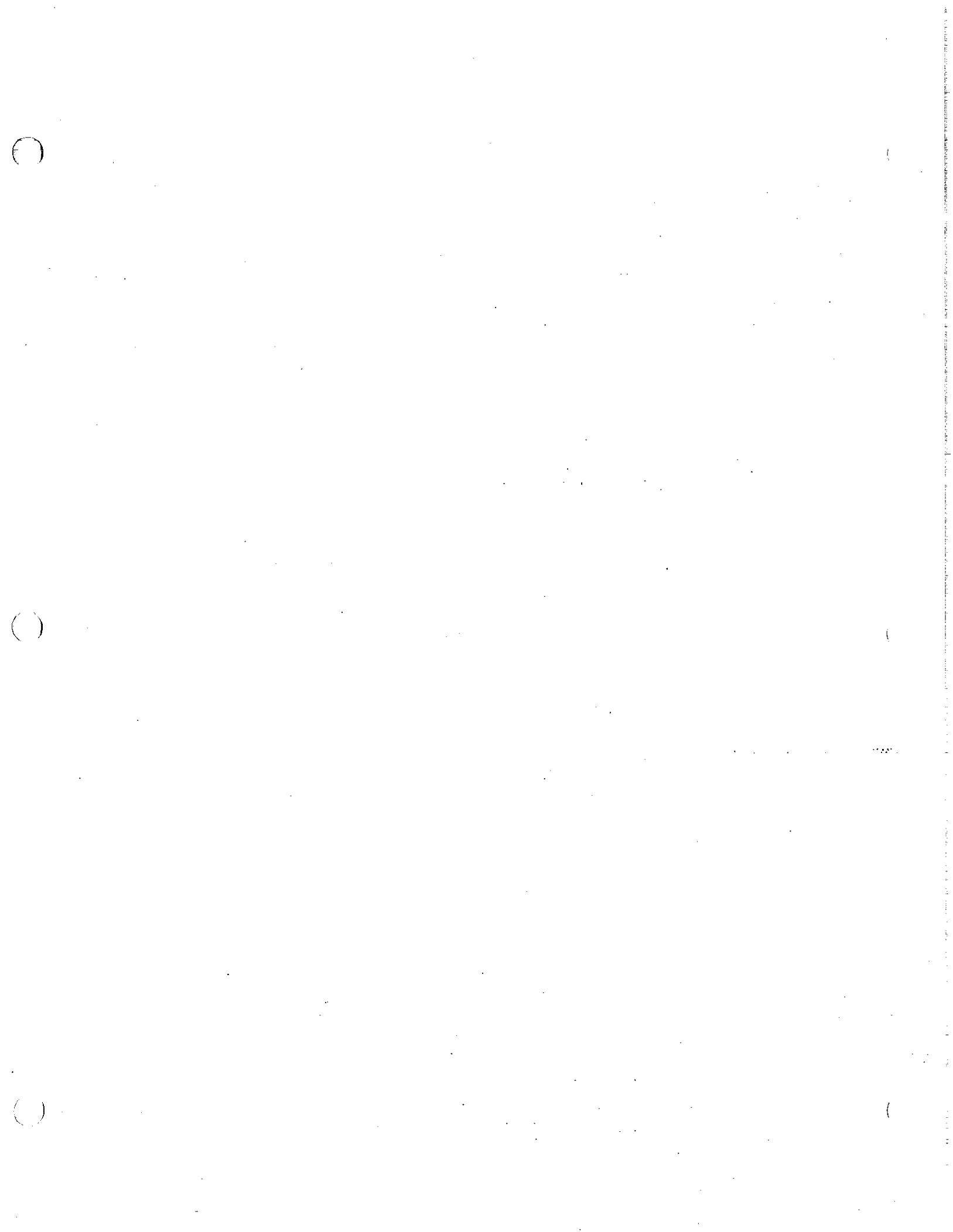
16.03 Special Amendment. Notwithstanding the foregoing, prior to the formation of the Association, Declarant shall have the right and power (and, after the formation of the Association, the Board shall have the right and power) to execute and record a special amendment ("Special Amendment") to this Declaration (and the By-Laws or other exhibits hereto) at any time,

and from time to time, which amends this Declaration without the approval or vote of the Unit Owners if the purpose of the amendment is (i) to bring this Declaration and By-Laws or other exhibits hereto into compliance with the Act, (ii) to bring the Declaration and By-Laws or other exhibits hereto into compliance with the requirements of The Federal National Mortgage Association, The Government National Mortgage Association, The Federal Home Loan Mortgage Association, The Department of Housing and Urban Development, The Federal Housing Association, The Veterans Administration, or any other governmental agency which performs (or may perform in the future) functions similar to those currently performed by such entities, or (iii) to correct clerical or typographical errors in this Declaration or to clarify any provision of this Declaration. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant and/or to the Board to vote in favor of, make or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant and/or to the Board to vote in favor or make and record Special Amendments.



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ARTICLE XVII.

Remedies for Breach of Covenants and Rules

17.01 Abatement and Enjoyment. If any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit (including any guest or invitee)) shall violate any Rules or breach any covenant or provision contained in this Declaration or in the By-Laws, the Association shall have the right, in addition to the rights hereinafter set forth in this Article and those provided by law, (a) to enter any Unit in which or as to which such violation or breach exists and summarily to 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 this Declaration or of the By-Laws or of the Rules, and the Association, or its agents, shall not thereby be deemed guilty in any manner of trespass or (b) to enjoin, abate or remedy, by appropriate legal proceedings, either at law or in equity, the continuance of any violation or breach.

17.02 Involuntary Sale. If any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit (including without limitation any guest or invitee)) shall violate any Rules or breach any covenant or provision contained in this Declaration or in the By-Laws, and such violation or breach 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 or breach, the Association shall have the right, upon the giving of at least 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(s). 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 subject to the prior written consent of any mortgagee having a security interest in such Unit, or for a decree declaring the termination of the right of such Unit Owner or Occupant to occupy, use or control the Unit(s) owned or occupied by him and ordering that all the right, title and interest of the Unit Owner or Occupant in the Unit(s) shall be sold (subject to any liens and encumbrances thereon) at a judicial sale upon such notice and terms as the court shall establish, provided that the court shall enjoin and restrain such Unit Owner or Occupant from reacquiring his Ownership Interest or occupancy rights at such judicial sale. The Association, however, may acquire the Ownership Interest or occupancy rights at the judicial sale thereof. The proceeds of any such judicial sale shall first be paid to discharge court costs, receiver's fees, reasonable attorneys' fees and all other expenses of the proceedings, and all such items shall be taxed against such Unit Owner or Occupant in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid Assessments owing to the Association or any liens required to be discharged, shall be paid to the Unit Owner and/or Occupant, as their respective interests may appear. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a conveyance of the Ownership Interest therein and to immediate possession of the Unit so conveyed, and may apply to the court for a writ for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take such Ownership Interest subject to this Declaration. Such purchaser shall not be liable for the prior Common Expenses pursuant to Section 10.06 of Article X.

17.03 Rights of Aggrieved Unit Owners. If any Unit Owner (either by his own conduct or by the conduct of any Occupant, guest or invitee in his Unit) or the Association shall violate any Rules or breach any covenant or provision contained in this Declaration or in the By-



Laws or with decisions of the Association made pursuant to authority granted the Association in the Declaration of its exhibits, an aggrieved Unit Owner shall have all rights of action against such Unit Owner or the Association as are provided in the Act.

17.04 Rights of Association. The Association shall have a right of action against Unit Owners for failure to comply, with the provisions of this Declaration and its exhibits or with decisions of the Association which are made pursuant to authority granted the Association in this Declaration or its exhibits.

ARTICLE XVIII.

Sale, Leasing or Other Alienation of Units

18.01 Unit Owner's Right to Transfer Unit. The Association shall have no right of first refusal with respect to the purchase or lease of a Unit, and a Unit Owner shall be permitted to transfer his Unit freely by sale, gift, devise, lease or otherwise without restriction, except as provided in Section 18.02.

18.02 Unit Owner's Right to Lease Unit. Any Unit Owner (or Occupant) shall have the right to lease (or sublease) all (but not less than all) of his Unit upon such terms and conditions as the Unit Owner (or Occupant) may deem advisable, except that no Unit (other than a Unit which is then owned by the Declarant) shall be leased or subleased for a period of less than six (6) months. Any lease or sublease of a Unit shall be in writing and shall provide that the lease or sublease shall be subject to the terms of this Declaration, the By-Laws and Rules and that any failure of a lessee (or sublessee) to comply with the terms of this Declaration, the By-Laws and Rules shall be a default under the lease or sublease. All leases of a Unit shall be deemed to include a provision that the tenants will recognize and attorn to the Association as landlord, solely for the purpose of having the power to enforce a violation of the provisions of this Declaration against the tenant, provided the Association gives the landlord written notice of its intent to so enforce, and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action.

18.03 Purchase of Units by Association.

(a) Pursuant to the following paragraphs of this Section 18.03, the Association may purchase Units (i) from Unit Owners desiring to sell their Units or (ii) at a judicial sale of a Unit.

(b) Purchase of a Unit shall be consummated by payment of the purchase price by the Board in exchange for a conveyance of the Ownership Interest, free and clear of all liens and encumbrances, except conditions, restrictions and limitations of record, real estate taxes and assessments not due and payable and zoning ordinances. Such conveyance shall be to the Association as trustee for all Unit Owners.

(c) The Unit Owners, by affirmative vote or written consent of not less than seventy-five percent (75%) of the voting power of the Association may authorize the purchase of any Ownership Interest by the Association and the price to be paid therefor.

(d) The financing of Units purchased by the Association shall be as follows:

(i) Acquisition of an Ownership Interest shall be made from the funds obtained by the Association through the levy of an Assessment against each Unit Owner, which Assessment shall be payable as determined by the Board and shall be an enforceable lien as provided in Article X.

(ii) The Board, in its discretion, may borrow money to finance the acquisition of any Unit and Ownership Interest authorized by this Article; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Condominium Property other than the Ownership Interest being acquired.

(e) Units acquired pursuant to this Article shall be held of record in the name of the Association or by a land trust of which the Association shall be the beneficiary. Such holding shall be in trust for the benefit of all Unit Owners. Such Units may be sold or leased by the Board at such price or rental and on such terms as the Board shall determine. All net proceeds of such sale and/or leasing shall be disbursed to, or credited to the accounts of, the Unit Owners at such time and in such manner as the Board shall determine.

ARTICLE XIX.

Provisions for Benefit of Mortgagees

19.01 General. The following provisions are intended for the benefit of each holder of a first mortgage upon a Unit and to the extent that any other provision of this Declaration conflicts with the following provisions, the following provisions shall control:

19.02 Notice of Default. Upon request in writing from a first mortgagee of a Unit, the Association shall furnish such first mortgagee with written notice of any default which is then known to exist by the Owner of such Unit in the performance of such Unit Owner's obligations under this Declaration.

19.03 Right to Information. Upon request in writing, each first mortgagee of a Unit shall have the right:

(a) to examine the books and records of the Association during normal business hours;

(b) to receive any annual audited or unaudited financial statements which are prepared and distributed by the Association to the Unit Owners at the end of each of its fiscal years;

(c) to receive notices of all meetings of the Association and to designate a representative to attend all such meetings; and



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(d) to receive notice of any decision by the Unit Owners to make a material amendment to the Declaration, By-Laws or Articles of Incorporation.

19.04 Priority in the Event of Loss. No provision of this Declaration, of the Articles of Incorporation of the Association or of any similar instrument pertaining to the Condominium Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses to, or a taking of, the Units, the Common Areas and Facilities, and/or any portion thereof or interest therein. In such event, the holder of any first mortgage shall be entitled, upon specific written request, to timely written notice of any such loss.

19.05 Reserve for Contingencies and Replacements. There shall be included in each regular annual Assessment levied by the Association an amount which, in the judgment of the Board, is sufficient to establish an adequate reserve fund for replacements of the Common Areas and for contingencies.

19.06 Changes Requiring Mortgagee Approval. Unless fifty-one percent (51%) of the "eligible first mortgagees" [sixty-seven percent (67%) with respect to 19.06(a)] of the individual Units have given their prior written approval, neither the Association nor the Unit Owners shall be entitled:

(a) to seek by act or omission to abandon or terminate the Condominium Property, except for abandonment provided by the Act in case of substantial loss to the Units and/or the Common Areas and Facilities;

(b) to change the percentage of interest of any Unit Owner for purposes of (i) levying Assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and (ii) determining the percentage of interest of each Unit Owner in the Common Areas and Facilities, except as provided in Sections 5.04 of Article V, 6.03 of Article VI and 21.06 of Article XXI;

(c) to partition or subdivide a Unit;

(d) to use condominium awards or hazard insurance proceeds for losses to any property (whether to Units or to Common Areas and Facilities) for other than the repair, replacement or construction of such improvements in accordance with this Declaration and the original plans and specifications, except as provided by statute in case of substantial loss to the Units and/or the Common Areas and Facilities;

(e) by act or omission, to seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas; provided, however, that neither (i) the sale, transfer or encumbrance of the appurtenant interest in the Common Areas which is necessarily involved in the sale, transfer or encumbrance of a Unit, nor (ii) the granting of easements in accordance with Article XI of this Declaration shall be deemed to be a sale, transfer or encumbrance within the meaning of this clause;



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(f) amend the Declaration and By-Laws to: change voting rights, assessments, assessment liens, or the priority or subordination of assessment liens, reserves for maintenance, repair and replacement obligations of Common Areas, responsibility for maintenance and repairs, reallocation of interests in the general or limited Common Areas, rights to use general or limited common area, redefinition of unit boundaries, convertibility of units into Common Areas and vice versa, expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project, except as permitted under Article XXI hereof, insurance or fidelity bonds, leasing of units, imposition of any restriction on a Unit Owner's right to sell or transfer his or her unit, restoration or repair in a manner other than specified in the Declaration, any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs, or any provisions that expressly benefit mortgage holders, insurers or guarantors. An "eligible first mortgagee" shall be the holder, insurer or guarantor of a first mortgage on an individual Unit who has requested in a writing delivered to the Association that the Association notify such holder, insurer or guarantor of a first mortgage which has given notice to the Association pursuant to Section 19.07 hereof on any proposed action that requires the consent of a specified percentage of eligible first mortgagees. An eligible first mortgagee shall be deemed to have approved any matters submitted to such eligible first mortgagee if such eligible first mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt requested."

19.07 Notice of Action. Upon special written request to the Association, each eligible first mortgagee of a Unit shall be furnished notice in writing by the Association of: (a) any damage to or destruction or taking by eminent domain of the Unit or the Common Areas and Facilities if such damage, destruction exceeds Ten Thousand Dollars (\$10,000); (b) any delinquency in the payment of Assessments or charges owed by a Unit Owner subject to the mortgage of an eligible first mortgagee, where such delinquency has continued for a period of sixty (60) days; (c) any lapse, cancellation or material modification of any hazard or liability insurance policy maintained by the Association thereof on the Common Areas and Facilities; and (d) any loss of any portion of the Common Areas and Facilities by reason of an eminent-domain proceeding or voluntary conveyance to a condemning authority.

19.08 Mortgagee Address. Any mortgagee who is entitled to any notice pursuant to the provisions of this Declaration shall not have any right to such notice unless it shall notify the Association in writing of the address to which such notice is to be sent.

ARTICLE XX.

Eminent Domain

20.01 Association as Agent for Unit Owners. In the event that there is a taking of all or any portion of the Condominium Property by eminent domain proceedings or conveyance under the threat of such proceedings, each Unit Owner designates and appoints the Association and its duly authorized agents as his exclusive agent to negotiate and settle any and all matters relating thereto.



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20.02 Taking of Entire Condominium Property. In the event that the entire Condominium Property or substantially all thereof is taken by eminent domain proceedings, or is disposed of in lieu thereof, the Condominium shall terminate and the award or proceeds shall be apportioned among the Owners in accordance with their percentage interests in the Common Areas.

20.03 Taking of Less than the Entire Condominium Property. In the event that substantially less than the entire Condominium Property is taken by eminent domain proceedings, or is disposed of in lieu thereof, the Condominium shall not terminate. The Board shall allocate, apportion and distribute the award or proceeds as follows:

(a) The amount allocated to the taking of, or injury to, the Common Areas, including any severance or consequential damages with respect thereto, shall be distributed to the Association.

(b) The amount allocated to the taking of, or injury to, any Unit shall be distributed to the Owner thereof.

(c) The amount allocated for severance or consequential damages to one or more Units shall be apportioned among, and distributed to the Owners thereof in the ratio that each such damaged Unit Owner's percentage interest bears to the aggregate percentage interests of all Unit Owners so damaged. Distribution to Unit Owners shall be by check made payable to the Owners and their respective mortgagees.

20.04 Reallocation of Percentage Ownership Interests if an Entire Unit is Taken. In the event that a partial taking results in the taking of an entire Unit, the percentage interest of such Unit in the Common Areas shall be reallocated to each remaining Unit in the ratio that the percentage interest of each remaining Unit bears to the aggregate percentage interests of all remaining Units and such reallocation shall be submitted to the Unit Owners for amendment to this Declaration in accordance with Section 16.02 of Article XVI.

ARTICLE XXI

Additions to the Condominium Property

21.01 Additional Property. Declarant presently owns or has ownership interests in portions of the Additional Property and may, but shall not be obligated to, develop such property in phases which may or may not be added to the Condominium Property pursuant to the provisions of this Article.

21.02 Reservation of Option to Expand Condominium Property. Declarant hereby reserves the option to expand the Condominium Property from time to time by submitting all or any portion of the Additional Property to the Act. The foregoing option shall not require the consent of any Unit Owners or mortgagees of Unit Owners.



21.03 Duration of Option to Expand Condominium Property. The option reserved in Section 21.02 shall expire seven years after the date this Declaration is filed for record but shall be renewable for an additional seven (7) year period at the option of the Declarant, exercisable within six (6) months prior to the expiration of the seven (7) year period and with the consent of the majority of the Unit Owners (other than the Declarant) upon which the option to expand the Condominium Property will expire. There are no circumstances which will terminate the foregoing option prior to the expiration of the foregoing time limits:

21.04 Limitations on the Addition of the Additional Property to the Condominium Property. There are no limitations or restrictions with respect to (a) the addition of all or any portion of the Additional Property to the Condominium Property, (b) the construction, location or number of buildings, structures or other improvements that may be erected or constructed thereon, (c) the improvements that may be made thereto, (d) the number of times which Declarant may exercise the option, which option may be exercised at different times for different phases, (e) the boundaries of any phase or the order in which such phases may be added to the Condominium Property and (f) the type, appearance or number of Units that may be created thereon; provided, however, that if, and only to the extent that the Additional Property or any portion thereof is added to the Condominium Property: (i) Declarant shall construct no more than a total of 74 Units on the Additional Property which is added to the Condominium Property (i.e., a total maximum of 89 Units if the present Condominium Property is included); (ii) Declarant shall not permit the Unit density of any phase of the Additional Property which is added to the Condominium Property to exceed twenty (20) Units per acre; (iii) each portion of the Additional Property which is added to the Condominium Property will be restricted exclusively to residential use and any uses which are incidental to residential use; and (iv) any building, structure or other improvement which is erected on any portion of the Additional Property which is added to the Condominium Property will be compatible with the buildings, structures and other improvements which are located on the Condominium Property in terms of quality of construction, but such buildings, structures and other improvements need not be compatible in terms of principal materials used or architectural style.

21.05 Rights Reserved by Declarant. Except as otherwise provided in Section 21.04, Declarant reserves the right without limitation or restriction:

(a) to add or not to add all or any portion of the Additional Property to the Condominium Property;

(b) to erect and locate, or not to erect or locate, buildings, structures and/or improvements on all or any portion of the Additional Property;

(c) to create Limited Common Areas and Facilities within any portion of the Additional Property or to designate Common Areas and Facilities therein that subsequently may be assigned as Limited Common Areas and Facilities without any limitation whatsoever as to the types, sizes or maximum number of such Common Areas or Limited Common Areas; and

(d) to create and reserve, with respect to any Additional Property which is added to the Condominium Property, all such rights and easements as Declarant deems necessary or desirable and, in that connection, to create additional or supplemental declarations of easements.



21.06 Percentage of Ownership Interest Upon the Addition of Units. When and if all or any portion of the Additional Property is added to the Condominium Property, Declarant shall reallocate the percentage interests in the Common Areas to reflect the square footage of the Units in the Condominium including the Additional Property. The reallocated percentage of interest appurtenant to each Unit shall be obtained by dividing the square footage of each Unit by the total square footage of all Units within the Condominium Property following the expansion of the Condominium Property to include the Units within the Additional Property. In calculating square footage, basements shall be included at fifteen percent (15%) of their actual area.

21.07 Amendment of Declaration to Accomplish the Submission of Additional Property to the Declaration and the Act. Notwithstanding the provisions of Article XVI regarding amendments to this Declaration, any amendment of this Declaration which, in the reasonable judgment of Declarant, is necessary to submit Additional Property, or any portion thereof, to this Declaration and the Act shall be deemed made when Declarant has filed for record an amendment in compliance with Section 5311.051 of the Act. Each Unit Owner and his mortgagee, by acceptance of a deed conveying an Ownership Interest or a mortgage encumbering such Ownership Interest, consents to and approves of all the provisions of this Article XXI and agrees to execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to accomplish and effectuate any such amendment to this Declaration. Notwithstanding the foregoing, and if then required by the regulations of any agency of the Federal government which has made, purchased, insured or guaranteed any then unpaid mortgage loan which is secured by a Unit, the amendments contemplated by this Section shall not be made by Declarant (nor shall this sentence be amended) without the prior written approval of the appropriate official of such agency.

21.08 Liens on Additional Property. The improvements submitted on the Additional Property arising from Declarant's ownership or the construction of the improvements will not adversely effect the rights of the Existing Unit Owners or the priority of first mortgages on the Units. There shall be no delinquent taxes or assessments with respect to the Additional Property being added to the Condominium.

21.09 Failure to Add Additional Property. To the extent that all or any portion of the Additional Property has not been added to the Condominium Property at any point in time (including, without limitation, any time during which the option is still in effect), the Declarant shall not be obligated (i) to submit the Additional Property, or any portion thereof, to the Act, (ii) to erect any buildings, structures or other improvements thereon, (iii) to make or complete any improvements thereto, (iv) to restrict the use or density of the same or the type or quality of any buildings, structures or other improvements thereon, or (v) to impose or comply with any other condition, limitation or restriction created in this Declaration thereon.

ARTICLE XXII

Miscellaneous Provisions

22.01 Deposits and Down Payments. Any deposit or down payment made in connection with the sale of a Unit shall be held in trust or escrow until delivered at settlement,





returned to or otherwise credited to purchaser at settlement, or forfeited to Declarant. If a deposit or down payment of Two Thousand Dollars (\$2,000) or more is held for more than ninety (90) days, interest at the rate of four percent (4%) per annum for any period exceeding ninety (90) days shall be credited to purchaser at settlement, or upon return or other credit made to purchaser, or added to any forfeiture to Declarant.

22.02 Notices of Mortgages. Any Unit Owner who mortgages his Ownership Interest shall notify the Association, in such manner as the Association may direct, of the name and address of his mortgagee and thereafter shall notify the Association of the full payment, cancellation or other alteration in the status of such mortgage. The Association shall maintain such information in a book entitled "Mortgages on Units."

22.03 Copies of Notices to Mortgagees. Upon written request to the Board by a mortgagee, such mortgagee shall be given a copy of all notices permitted or required by this Declaration or the By-Laws to be given to the Unit Owner whose Unit is subject to such mortgagee's mortgage.

22.04 Covenants Running with the Land. By the acceptance of a deed, mortgage, lease or other document of transfer in respect of an Ownership Interest, each grantee, mortgagee, lessee or other transferee accepts the same subject to (i) all restrictions, conditions, covenants, easements, reservations, limitations, liens and charges created in or by this Declaration, (ii) the jurisdiction of, and rights, powers and duties created or reserved by this Declaration, and (iii) all rights, benefits and privileges of every character granted, created, reserved, or declared herein, and all impositions and obligations imposed hereby shall be deemed to be covenants running with the land, 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 document of transfer.

22.05 Termination. Upon the removal of the Condominium Property from the provisions of the Act, all easements (except those easements reserved in favor of Declarant pursuant to subsection 21.05(d) of Article XXV which shall continue in full force and effect), covenants and other rights, benefits, privileges, impositions and obligations created or declared herein to run with the land or any Ownership Interest shall terminate and be of no further force or effect.

22.06 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.

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

22.08 Time Limits. If (and only to the extent that) any of the privileges, easements, covenants, rights, obligations or other provisions of 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 death of the

survivor of George Bush, former President of the United States of America, and his now living descendants.

22.09 Liability of Declarant. Except as otherwise provided in the Act, no warranties or representations of any kind, express or implied, are being made. Neither Declarant nor any members, shareholders, partners, trustees, representatives, employees, agents, successors or assigns of Declarant shall be liable for any claim or damage whatsoever arising out of or by reason of any act performed pursuant to or in accordance with any authority granted or delegated to any one or more of them by or pursuant to this Declaration, any instruments required hereunder, or the By-Laws, or arising out of or by reason of any act performed in Declarant's capacity as developer, contractor, owner, manager or seller of the Condominium Property whether or not such claim (i) shall be asserted by a Unit Owner, Occupant, the Association, or by any person or entity claiming by or through any of them, (ii) shall be on account of injury to person or damage to or loss of property wherever located and however caused or (iii) shall arise ex contractu or (except in the case of gross negligence) ex delictu. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, (i) the Condominium Property or any part thereof being or becoming in disrepair or containing any patent or latent defects, (ii) any willful or negligent act or omission of any Unit Owner, Occupant, the Association, and their respective agents, employees, guests and invitees, (iii) any neighboring property or personal property located on or about the Condominium Property, (iv) alleged failure to construct in a good and workmanlike manner, or (v) the failure or function or the disrepair of any utility services including, but not limited to, heat, air conditioning, electricity gas, water and sewage.

22.10 Service of Notice on the Board. Notices required to be given to the Board or the Association may be delivered to any member of the Board or to the President, Vice President or Secretary of the Association, either personally or by mail, addressed to such Manager or officer at his respective Unit.

22.11 Service of Notice on Unit Owners. Unless otherwise expressly provided for herein, any notice required or desired to be given to the Unit Owners or to any one or more of them shall be in writing and shall be deemed to have been effectively given if it shall have been (i) delivered personally to the Unit Owner or Unit Owners (if there be more than one person owning a single Unit, a notice given to any one of such several persons shall be deemed to have been given personally to all of the persons owning an interest in such Unit), (ii) placed beneath the main entrance door of the Unit (it shall then be deemed to have been given to all persons owning an interest in such Unit), or (iii) sent by mail, addressed to the Unit Owner at the mailing address as it appears on the records of the Association.

22.12 Notice to Devisee or Representative of Deceased Owner: Notice required to be given any devisee or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at his, her or its address appearing in the records of the Court wherein the estate of such deceased Unit Owner is being administered.

22.13 Captions. The captions used in this Declaration are inserted only as a matter of convenience for reference and shall not be relied upon and/or used in construing the effect or meaning of any of the text hereof.



22.14 Construction. Wherever the masculine, feminine or neuter, singular form of the pronoun is used in this Declaration, it shall be construed to mean the masculine, feminine or neuter singular or plural, wherever the context so requires. 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.

22.15 Declarant's Successors and Assigns. Notwithstanding any provision to the contrary herein, all rights, privileges, obligations, benefits, powers and authority vested in, imposed upon or reserved by, Declarant under or by virtue of any provision in this Declaration shall be deemed to be vested in, imposed upon or reserved for, the successors and assigns of Declarant to the same extent and effect as they are vested in, imposed upon or reserved for, Declarant, provided, however, that the foregoing rights, privileges, obligations, benefits, powers and authority shall be deemed to be vested in, imposed upon or reserved for, only those successors and assigns who are designated as a "Declarant's Successor or Assign" in an instrument executed by Declarant which refers to this Section and is recorded with the Summit County Recorder.

EDGEBROOK LTD., an Ohio
Limited Liability Company

Signed and acknowledged
in the presence of:

Tracy Balata
Tracy L. Balata
Kurt Uplesoff
Kurt Uplesoff

By [Signature]
Gary I. Gross Member

And [Signature]
Harley I. Gross Member



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JAMES B MCCARTHY SUMMIT CO AUDITOR

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named EDGEBROOK LTD.; an Ohio Limited Liability Company, by Harley I. Gross, a Member, and Gary L. Gross, a Member, who acknowledged that they did sign the foregoing instrument on behalf of said company and that the same is their free act and deed and the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at N. Bayalton, Ohio, this 22nd day of March, 1999.

Tracy L. Balata
Notary Public Tracy L. Balata

[Notarial Seal]

My commission expires: July 25, 2003

This instrument was prepared by:

Randall A. Cole
Jones, Day, Reavis & Pogue
North Point
901 Lakeside Avenue
Cleveland, Ohio 44114



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245 S. Frank Boulevard Akron, OH 44313-7297
Phone 330-836-0228 Fax 330-836-5782
E-mail gbc@gbcdesign.com

Lance C. Bergstrom, P.E.
Sy Cymerman, A.I.A.
Michael A. Gardina, P.E.
Thomas E. Giffels, P.E., P.S.
Gary R. Rouse, P.E., P.S.
John E. Walsh, P.E.

March 15, 1999

LEGAL DESCRIPTION
Exhibit "A"
Edgebrook Condominiums
6.1562 Acres

Situated in the City of Stow, County of Summit, State of Ohio, and known as being part of Block "B" of Wyndham Ridge Apartments & Edgebrook Condominiums as recorded in Instrument no. 54103902 and more fully described as follows:

Beginning at a point which is the northwest corner of said Original Lot 51;
Thence S02° 00' 53"W along the westerly line of said Original Lot 51 and the City of Stow Corporation line, a distance of 342.42 feet to a point;
Thence S87° 59' 07"E a distance of 191.95 feet to a point;
Thence N02° 00' 53"E a distance of 72.00 feet to a point;
Thence N16° 01' 14"E a distance of 55.43 feet to a point;
Thence N15° 32' 39"E a distance of 47.92 feet to a point;
Thence N02° 23' 20"W a distance of 56.18 feet to a point;
Thence S88° 30' 24"E, along the southerly line of Steels Corners Road (C.H. 100), a distance of 68.50 feet to a point;
Thence along the northerly line of Wyndham Ridge Dr. (50' wide) which is the arc of a circle curving to the left having a central angle of 00° 04' 49", a radius of 2954.79 feet, a tangent of 2.07 feet, a chord of 4.14 feet, a chord bearing S88° 32' 48"E and an arc length of 4.14 feet to a point which is the True Place of Beginning for the parcel of land herein described;
Thence along the southerly line of Steels Corners Road, which is the arc of a circle curving to the left having a central angle of 05° 05' 44", a radius of 2954.79 feet, a tangent of 131.48 feet, a chord of 262.70 feet, a chord bearing N88° 51' 56"E and an arc length of 262.79 feet to a point;
Thence N86° 19' 03"E, along said southerly line of Steels Corners Road, a distance of 13.44 feet to a point;
Thence N03° 40' 57"W, along said southerly line of Steels Corners Road, a distance of 44.86 feet to a point;
Thence N85° 30' 58"E, along said southerly line of Steels Corners Road, a distance of 141.56 feet to a point;
Thence S61° 28' 18"E, along said southerly line of Steels Corners Road, a distance of 23.03 feet to a point;
Thence N88° 42' 31"E, along said southerly line of Steels Corners Road, a distance of 80.11 feet to a point;
Thence S22° 06' 39"E a distance of 402.51 feet to a point;
Thence S67° 53' 21"W a distance of 233.26 feet to a point;
Thence S44° 16' 14"W a distance of 145.04 feet to a point;

Thence N50° 25' 21"W a distance of 13.30 feet to a point;

Thence along the arc of a circle curving to the right having a central angle of 10° 40' 03", a radius of 225.00 feet, a tangent of 21.01 feet, a chord of 41.83 feet, a chord bearing N45° 05' 19"W, and an arc length of 41.89 feet to a point;

Thence N 39° 45' 18"W a distance of 72.30 feet to a point;

Thence along the arc of a circle curving to the right having a central angle of 32° 43' 59", a radius of 75.00 feet, a tangent of 22.03 feet, a chord of 42.27 feet, a chord bearing S67° 40' 53"W and an arc length of 42.85 feet to a point;

Thence S84° 02' 52"W a distance of 174.44 feet to a point;


Thence along the easterly line of said Wyndham Ridge Dr. which is the arc of a circle curving to the right having a central angle of 09° 05' 22", a radius of 875.00 feet, a tangent of 69.55 feet, a chord of 138.66 feet, a chord bearing N11° 03' 39"W and an arc length of 138.81 feet to a point of tangency;

Thence N06° 30' 58"W, continuing along the easterly line of said Wyndham Ridge Dr. a distance of 180.33 feet to a point;


Thence continuing along the easterly line of said Wyndham Ridge Dr. which is the arc of a circle curving to the right having a central angle of 02° 13' 02", a radius of 1375.00 feet, a tangent of 26.61 feet, a chord of 53.21 feet, a chord bearing N05° 24' 27"W and an arc length of 53.21 feet to a point;

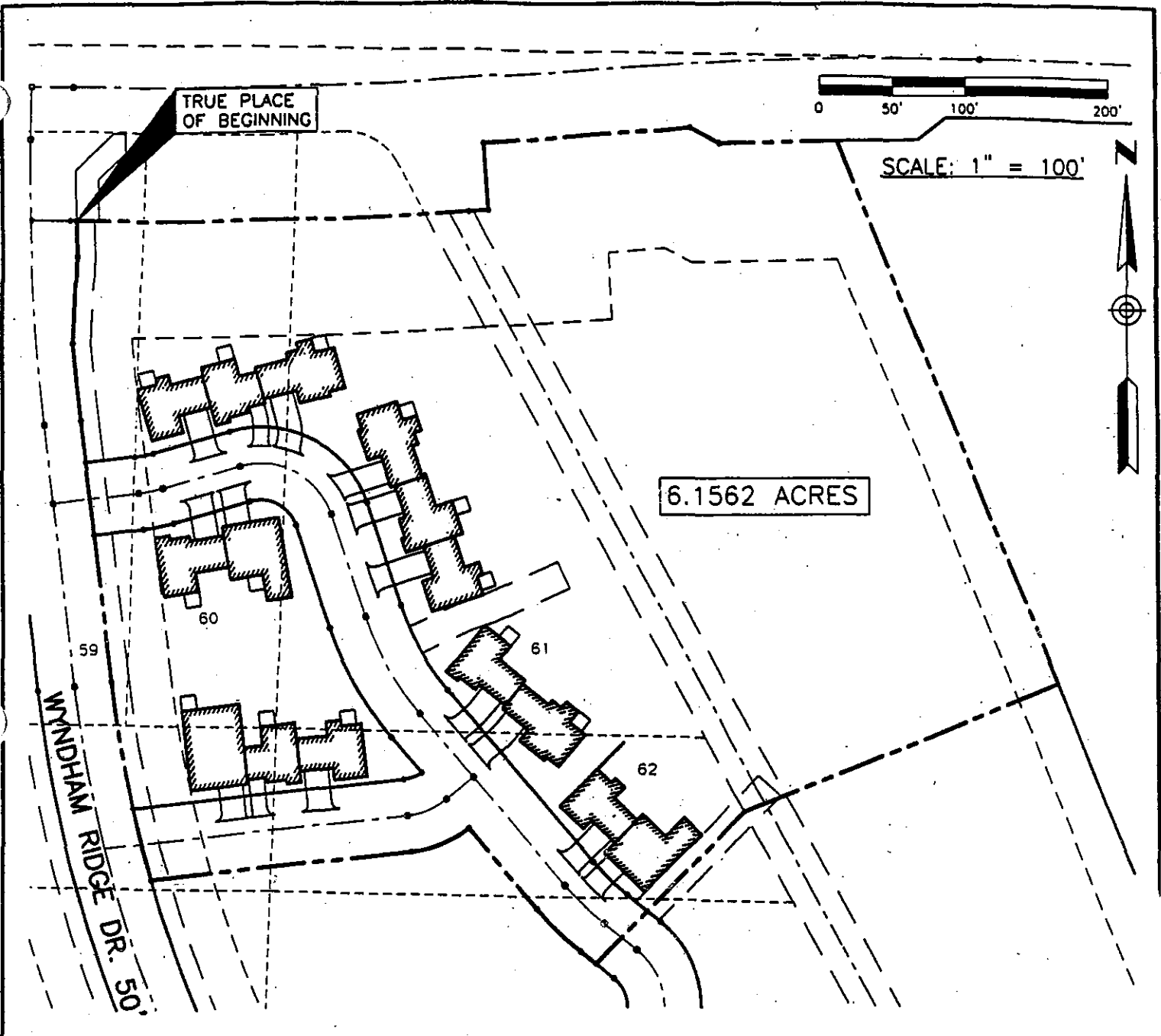
Thence N02° 41' 53"E, continuing along the easterly line of said Wyndham Ridge Dr. a distance of 59.84 feet to a point;

Thence continuing along the easterly line of said Wyndham Ridge Dr. which is the arc of a circle curving to the right having a central angle of 01° 01' 59", a radius of 1369.00 feet, a tangent of 12.34 feet, a chord of 24.68 feet, a chord bearing N01° 17' 45"W and an arc length of 24.68 feet to a point which is the True Place of Beginning and containing 6.1562 Acres, more or less, as determined in March, 1999 by Gary R. Rouse, Registered Surveyor with GBC Design, Inc., but subject to all legal highways and any restrictions, reservations or easements of record.


Gary R. Rouse - Reg. No. 6867




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JAMES B MCCARTHY SUMMIT CO AUDITOR



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JAMES B MCCARTHY SUMMIT CO AUDITOR

EXHIBIT A

EDGEWOOD LTD. & WYNDHAM RIDGE LTD.
 14300 RIDGE ROAD SUITE 100
 NORTH ROYALTON, OHIO 44133

PREPARED BY:

GBC DESIGN, INC.

245 S. Frank Blvd. Akron, OH 44313-7297
 Phone 330-836-0228 Fax 330-836-5782

DATE: MAR., 1999

PROJECT No. 28088E



245 S. Frank Boulevard Akron, OH 44313-7297
Phone 330-836-0228 Fax 330-836-5782
E-mail gbc@gbcdesign.com

Lance C. Bergstrom, P.E.
Sy Cymerman, A.I.A.
Michael A. Gardina, P.E.
Thomas E. Giffels, P.E., P.S.
Gary R. Rouse, P.E., P.S.
John E. Walsh, P.E.

March 19, 1999

LEGAL DESCRIPTION
Exhibit B¹
Edgebrook Condominiums
12.2537 Acres

Situated in the City of Stow, County of Summit, State of Ohio, and known as being part of Original Stow Township Lot 51 of Royerdale Acre Allotment as recorded in Plat Book 37, Page 46 and more fully described as follows:

- Beginning at a point which is the northwest corner of said Original Lot 51;
- Thence S02° 00' 53"W along the westerly line of said Original Lot 51 and the City of Stow Corporation line, a distance of 342.42 feet to a point;
- Thence S87° 59'07"E a distance of 191.95 feet to a point;
- Thence N02° 00' 53"E a distance of 72.00 feet to a point;
- Thence N16° 01' 14"E a distance of 55.43 feet to a point;
- Thence N15° 32' 39"E a distance of 47.92 feet to a point;
- Thence N02° 23' 20"W a distance of 56.18 feet to a point;
- Thence S88° 30' 24"E, along the southerly line of Steels Corners Road (C.H. 100), a distance of 68.50 feet to a point;
- Thence along the northerly line of Wyndham Ridge Dr. (50' wide) which is the arc of a circle curving to the left having a central angle of 00° 04' 49", a radius of 2954.79 feet, a tangent of 2.07 feet, a chord of 4.14 feet, a chord bearing S88° 32' 48"E and an arc length of 4.14 feet to a point;
- Thence along the easterly line of said Wyndham Ridge Dr. which is the arc of a circle curving to the left having a central angle of 01° 01' 58", a radius of 1369.00 feet, a tangent of 12.34 feet, a chord of 24.68 feet, a chord bearing S01° 17' 45"E and an arc length of 24.68 feet to a point;
- Thence S02° 41' 53"W, continuing along the easterly line of said Wyndham Ridge Dr. a distance of 59.84 feet to a point;
- Thence continuing along the easterly line of said Wyndham Ridge Dr. which is the arc of a circle curving to the left having a central angle of 02° 13' 02", a radius of 1375.00 feet, a tangent of 26.61 feet, a chord of 53.21 feet, a chord bearing S05° 24' 27"E and an arc length of 53.21 feet to point of tangency;
- Thence S06° 30' 58"E, continuing along the easterly line of said Wyndham Ridge Dr. a distance of 180.33 feet to a point;
- Thence continuing along the easterly line of said Wyndham Ridge Dr. which is the arc of a circle curving to the left having a central angle of 36° 22' 34", a radius of 875.00 feet, a tangent of 287.48 feet, a chord of 546.24 feet, a chord bearing S24° 42' 15"E and an arc length of 555.52 feet to a point of reverse curvature;

Thence continuing along the easterly line of said Wyndham Ridge Dr. which is the arc of a circle curving to the right having a central angle of $32^{\circ} 04' 14''$, a radius of 825.00 feet, a tangent of 237.11 feet, a chord of 455.78 feet, a chord bearing $S26^{\circ} 51' 25'' E$ and an arc length of 461.78 feet to a point which is the True Place of Beginning for the parcel of land herein described;

Thence $N79^{\circ} 10' 42'' E$ a distance of 40.00 feet to a point;

Thence $N61^{\circ} 39' 33'' E$ a distance of 183.34 feet to a point;

Thence $N52^{\circ} 59' 17'' E$ a distance of 50.00 feet to a point;

Thence $N37^{\circ} 00' 43'' W$ a distance of 5.00 feet to a point;

Thence along the arc of a circle curving to the right having a central angle of $04^{\circ} 54' 13''$, a radius of 975.00 feet, a tangent of 41.75 feet, a chord of 83.42 feet, a chord bearing $N34^{\circ} 33' 36'' W$ and an arc length of 83.45 feet to a point of tangency;

Thence $N57^{\circ} 53' 30'' E$ a distance of 285.65 feet to a point;

Thence $S22^{\circ} 06' 39'' E$ a distance of 544.68 feet to a point;

Thence $S24^{\circ} 50' 00'' W$ a distance of 96.00 feet to a point;

Thence $S86^{\circ} 18' 34'' E$ a distance of 62.62 feet to a point;

Thence along the arc of a circle curving to the right having a central angle of $35^{\circ} 14' 36''$, a radius of 235.00 feet, a tangent of 74.27 feet, a chord of 141.63 feet, a chord bearing $S15^{\circ} 08' 09'' W$ and an arc length of 143.87 feet to a point of tangency;

Thence $S32^{\circ} 40' 27'' W$ a distance of 634.75 feet to a point;

Thence $N87^{\circ} 28' 21'' W$ a distance of 101.80 feet to a point;

Thence $N22^{\circ} 52' 52'' E$ a distance of 8.25 feet to a point;

Thence $N88^{\circ} 29' 37'' W$ a distance of 38.10 feet to a point;

Thence $N01^{\circ} 30' 23'' E$ a distance of 272.79 feet to a point;

Thence $N66^{\circ} 33' 37'' W$ a distance of 247.98 feet to a point on the easterly line of Wyndham Ridge Dr. (50' wide);

Thence along the easterly line of said Wyndham Ridge Dr. which is the arc of a circle curving to the left having a central angle of $42^{\circ} 01' 33''$, a radius of 825.00 feet, a tangent of 316.90 feet, a chord of 591.66 feet, a chord bearing $N10^{\circ} 11' 29'' E$ and an arc length of 605.13 feet to a point which is the True Place of Beginning and containing 12.2537 Acres, more or less, as determined in March, 1999 by Gary R. Rouse, Registered Surveyor with GBC Design, Inc., but subject to all legal highways and any restrictions, reservations or easements of record.

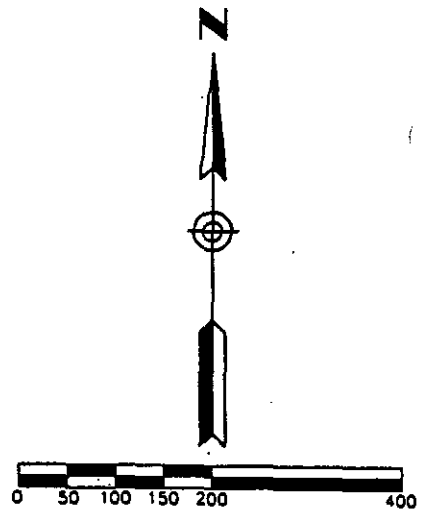
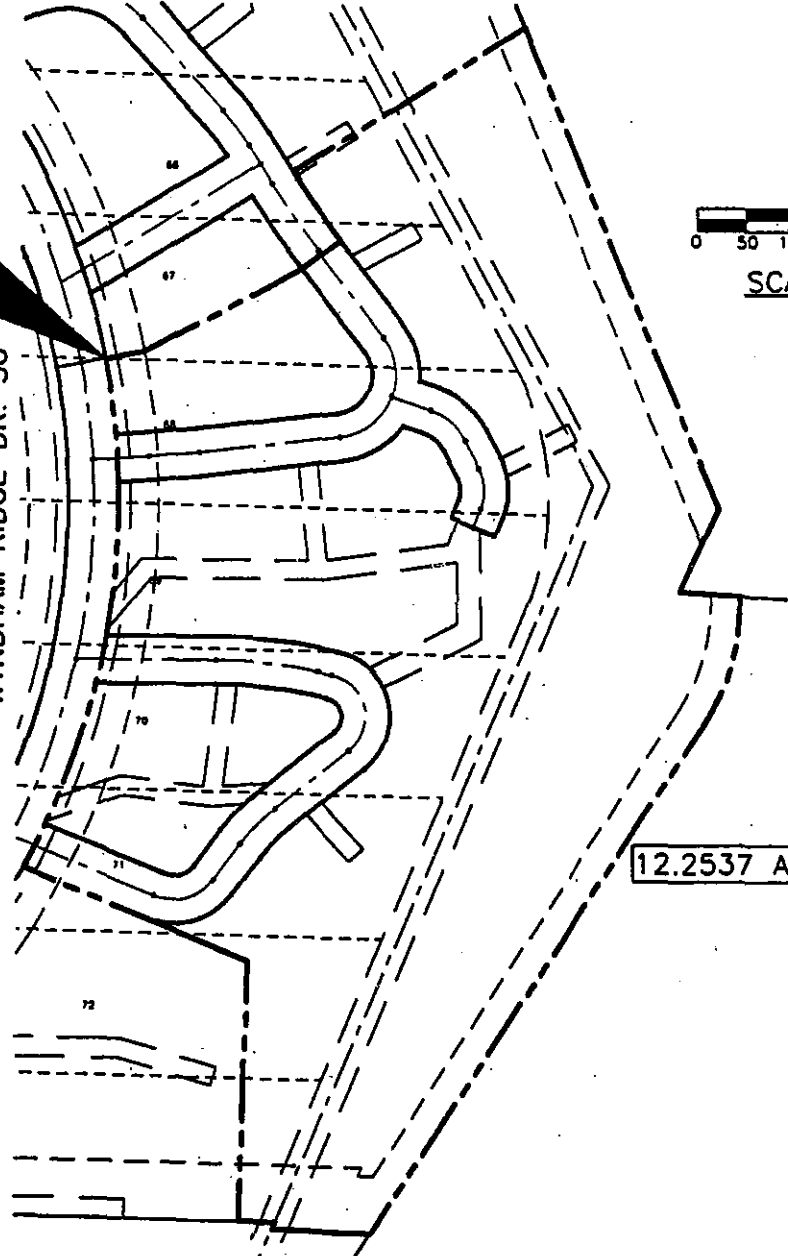

Gary R. Rouse - Reg. No. 6867



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TRUE PLACE
OF BEGINNING

WYNDHAM RIDGE DR. 50'



SCALE: 1" = 200'

12.2537 ACRES



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JAMES B MCCARTHY SUMMIT CO AUDITOR

EXHIBIT B 1

EDGEWOOD LTD. & WYNDHAM RIDGE LTD.
14300 RIDGE ROAD SUITE 100
NORTH ROYALTON, OHIO 44133

PREPARED BY:

GBC DESIGN, INC.

245 S. Frank Blvd. Akron, OH 44313-7297
Phone 330-836-0228 Fax 330-836-5782

DATE: MAR., 1999
PROJECT No. 28088E

GBC DESIGN, INC.

245 S. Frank Boulevard Akron, OH 44313-7297
Phone 330-836-0228 Fax 330-836-5782
E-mail gbc@gbcdesign.com

Lance C. Bergstrom, P.E.
Sy Cymerman, A.I.A.
Michael A. Gardina, P.E.
Thomas E. Giffels, P.E., P.S.
Gary R. Rouse, P.E., P.S.
John E. Walsh, P.E.

March 15, 1999

LEGAL DESCRIPTION
Exhibit B²
Edgebrook Condominiums
9.1276 Acres

Situated in the City of Stow, County of Summit, State of Ohio, and known as being part of Block "B" of Wyndham Ridge Apartments & Edgebrook Condominiums as recorded in Instrument No. 54103902 and more fully described as follows:

Beginning at a point which is the northwest corner of said Original Lot 51;
Thence S02° 00' 53"W along the westerly line of said Original Lot 51 and the City of Stow Corporation line, a distance of 342.42 feet to a point;
Thence S87° 59' 07"E a distance of 191.95 feet to a point;
Thence N02° 00' 53"E a distance of 72.00 feet to a point;
Thence N16° 01' 14"E a distance of 55.43 feet to a point;
Thence N15° 32' 39"E a distance of 47.92 feet to a point;
Thence N02° 23' 20"W a distance of 56.18 feet to a point;
Thence S88° 30' 24"E, along the southerly line of Steels Corners Road (C.H. 100), a distance of 68.50 feet to a point;
Thence along the northerly line of Wyndham Ridge Dr. (50' wide) which is the arc of a circle curving to the left having a central angle of 00° 04' 49", a radius of 2954.79 feet, a tangent of 2.07 feet, a chord of 4.14 feet, a chord bearing S88° 32' 48"E and an arc length of 4.14 feet to a point;
Thence along the easterly line of said Wyndham Ridge Dr. which is the arc of a circle curving to the left having a central angle of 01° 01' 58", a radius of 1369.00 feet, a tangent of 12.34 feet, a chord of 24.68 feet, a chord bearing S01° 17' 45"E and an arc length of 24.68 feet to a point;
Thence S02° 41' 53"W, continuing along the easterly line of said Wyndham Ridge Dr. a distance of 59.84 feet to a point;
Thence continuing along the easterly line of said Wyndham Ridge Dr. which is the arc of a circle curving to the left having a central angle of 02° 13' 02", a radius of 1375.00 feet, a tangent of 26.61 feet, a chord of 53.21 feet, a chord bearing S05° 24' 27"E and an arc length of 53.21 feet to a point of tangency;
Thence S06° 30' 58"E, continuing along the easterly line of said Wyndham Ridge Dr. a distance of 180.33 feet to a point;



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Thence continuing along the easterly line of said Wyndham Ridge Dr which is the arc of a circle curving to the left having a central angle of $09^{\circ} 05' 22''$, a radius of 875.00 feet, a tangent of 69.55 feet, a chord of 138.66 feet, a chord bearing $S11^{\circ} 03' 39'' E$ and an arc length of 138.81 feet to a point which is the True Place of Beginning for the parcel of land herein described;

Thence $N84^{\circ} 02' 52'' E$ a distance of 174.44 feet to a point;

Thence along the arc of a circle curving to the left having a central angle of $32^{\circ} 43' 59''$, a radius of 75.00 feet, a tangent of 22.03 feet, a chord of 42.27 feet, a chord bearing $N67^{\circ} 40' 53'' E$ and an arc length of 42.85 feet to a point;

Thence $S39^{\circ} 45' 18'' E$ a distance of 72.30 feet to a point;

Thence along the arc of a circle curving to the left having a central angle of $10^{\circ} 40' 03''$, a radius of 225.00 feet, a tangent of 21.01 feet, a chord of 41.83 feet, a chord bearing $S45^{\circ} 05' 19'' E$, an arc length of 41.89 feet to a point;

Thence $S50^{\circ} 25' 21'' E$ a distance of 13.30 feet to a point;

Thence $N44^{\circ} 16' 14'' E$ a distance of 145.04 feet to a point;

Thence $N67^{\circ} 53' 21'' E$ a distance of 233.26 feet to a point;

Thence $S22^{\circ} 06' 39'' E$ a distance of 593.74 feet to a point;

Thence $S57^{\circ} 53' 30'' W$ a distance of 285.65 feet to a point;

Thence along the arc of a circle curving to the left having a central angle of $04^{\circ} 54' 13''$, a radius of 975.00 feet, a tangent of 41.75 feet, a chord of 83.42 feet, a chord bearing $S34^{\circ} 33' 36'' E$ and an arc length of 83.45 feet to a point of tangency;

Thence $S37^{\circ} 00' 43'' E$ a distance of 5.00 feet to a point;

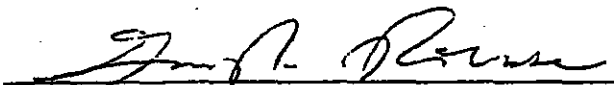
Thence $S52^{\circ} 59' 17'' W$ a distance of 50.00 feet to a point;

Thence $S61^{\circ} 39' 33'' W$ a distance of 183.34 feet to a point;

Thence $S79^{\circ} 10' 42'' W$ a distance of 40.00 feet to a point on the easterly line of Wyndham Ridge Dr. (50' wide);

Thence along the easterly line of said Wyndham Ridge Dr. which is the arc of a circle curving to the left having a central angle of $32^{\circ} 04' 14''$, a radius of 825.00 feet, a tangent of 237.11 feet, a chord of 455.78 feet, a chord bearing $N26^{\circ} 51' 25'' W$ and an arc length of 461.78 feet to a point;

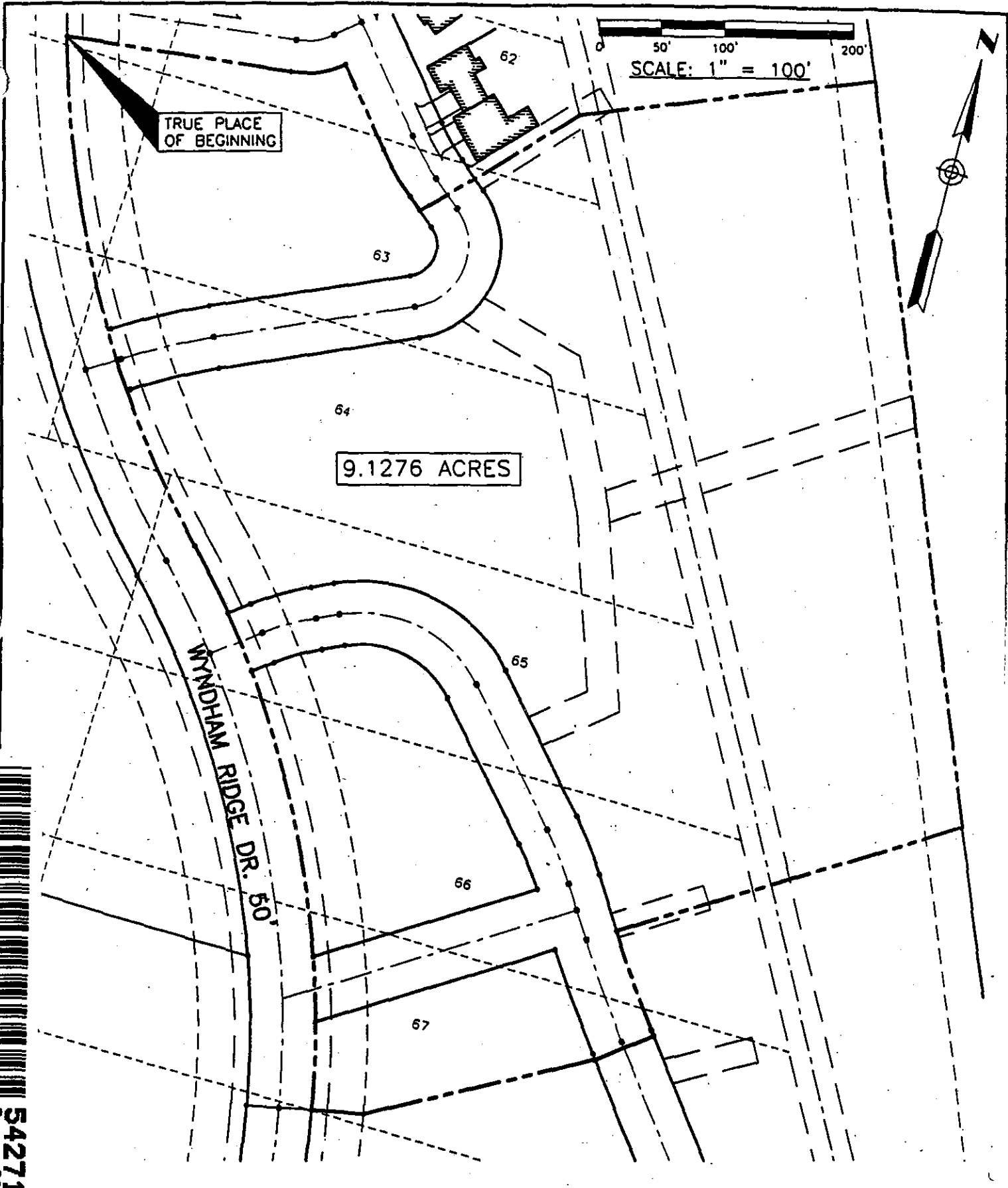
Thence continuing along the easterly line of said Wyndham Ridge Dr. which is the arc of a circle curving to the right having a central angle of $27^{\circ} 17' 13''$, a radius of 875.00 feet, a tangent of 212.39 feet, a chord of 412.79 feet, a chord bearing $N29^{\circ} 14' 56'' W$ and an arc length of 416.72 feet to a point which is the True Place of Beginning and containing 9.1276 Acres, more or less, as determined in March, 1999 by Gary R. Rouse, Registered Surveyor with GBC Design, Inc., but subject to all legal highways and any restrictions, reservations or easements of record.


Gary R. Rouse, - Reg. No. 6867



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JAMES B MCCARTHY SUMMIT CO AUDITOR



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EXHIBIT B 2

EDGEWOOD LTD. & WYNDHAM RIDGE LTD.
 14300 RIDGE ROAD SUITE 100
 NORTH ROYALTON, OHIO 44133

PREPARED BY:

GBC DESIGN, INC.

245 S. Frank Blvd. Akron, OH 44313-7297
 Phone 330-836-0228 Fax 330-836-5782

DATE: MAR., 1999
 PROJECT No. 28088