

209784 1st Amend. to Indian Hills Condo. See Vol. 7042 Pg. 387 4-24-85  
 Pt. Lot 2 W. Cuy. River 10 units in 2 Bldgs. Plat Rec. in Lab. A Slide 788-794 incl.

239976 2nd Amend. to Indian Hills Condo. See Vol. 7137 Pg. 815 11-12-85  
 Pt. Lot 2 W. of Cuy. River 13 units in 3 Bldgs. Plat Rec. in Lab. B Slide 267-275 incl.  
 (Indian Hills Devel. Co)

RECORDED

181101 DECLARATION OF CONDOMINIUM OWNERSHIP  
 FOR  
 ✓ INDIAN HILLS CONDOMINIUM

This will certify that copies of this Declaration with the following exhibits attached thereto have been filed in the office of the County Auditor, County of Summit, Ohio:

1. "Exhibit A" -- Legal Description of Parcel No. 1;
2. "Exhibit B" -- Legal Description of Parcel No. 2;
3. "Exhibit C" -- The Indian Hills Condominium Association Bylaws
4. "Exhibit D" -- Drawings
5. "Exhibit E" -- Schedule of Par Values (Percentages of Interest)

RECEIVED FOR RECORD  
 OCT 11 1984  
 Aud. 8:00 o'clock A.M.  
 RECORDED OCT 26 1984  
 VOL. 6987, pg. 359-424  
*Ralph Deane*  
 SUMMIT COUNTY RECORDER

COUNTY OF SUMMIT AUDITOR  
*Jim Davis*  
 Tim Davis

RECEIVED  
 TIM DAVIS  
 COUNTY AUDITOR  
 Dated: OCT 10 1984  
 AM 7, 8, 9, 10, 11, 12, 1, 2, 3, 4, 5, 6 PM

This instrument prepared by:

Jay P. Porter, Esq.  
 Brouse & McDowell  
 500 First National Tower  
 Akron, Ohio 44308-1471  
 (216) 535-5711

10/4/84 APPROVED AS TO FORM  
*D. William E. Scholtz*  
 Assistant Prosecuting Attorney, Summit County, Ohio

For Plat see Cabinet A Slide 525-530 Incl.

TRANSFER NOT NECESSARY  
 OCT 10 1984  
 Tim Davis, County Auditor

VOL 6987 PAGE 359

251195 3rd Amend. to Indian Hills Condo. See Vol. 7236 Pg. 635 4-4-86  
 Pt. Lot 2 W. of Cuy. River 6 units in 1 Bldg. (See Record)  
 Plat Rec. in Lab. B Slide, 504-508 incl.

272553 4th Amend. to Indian Hills Condo. See Vol 7279 P. 311 6-20-86  
 Pt. Lot 2 W. of Cay River Amending Declas. & Drawings See Record  
 Units 1832 & 1836 Indian Hills Tract & Units 1700-1704/1708-1712 Rock Hill Lane  
 Plat Rec. in Cab B Slide 556-561 incl.

VOL 6987 PAGE 360

DECLARATION OF CONDOMINIUM OWNERSHIP  
 FOR  
INDIAN HILLS CONDOMINIUM

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SECTION</u>	<u>PAGE</u>
I.	<u>LEGAL DESCRIPTION AND DEFINITIONS.</u>	1
A.	Legal Descriptions . . . . .	1
B.	Definitions . . . . .	1
	1. Association . . . . .	1
	2. Board of Managers and Board . . . . .	1
	3. Bylaws . . . . .	2
	4. Chapter 5311 . . . . .	2
	5. Common Areas and Facilities . . . . .	2
	6. Common Expenses . . . . .	2
	7. Common Profits . . . . .	2
	8. Condominium . . . . .	2
	9. Condominium Property . . . . .	2
	10. Declaration . . . . .	3
	11. Drawings . . . . .	3
	12. Limited Common Areas and Facilities (L.C.A.s) . . . . .	3
	13. Ownership Interest . . . . .	3
	14. Unit and Units . . . . .	3
	15. Unit Owner . . . . .	3
	16. In General . . . . .	3
II.	<u>NAME AND ADDRESS</u> . . . . .	3
III.	<u>THE PURPOSE OF AND RESTRICTIONS ON USE OF CONDOMINIUM PROPERTY</u> . . . . .	3
A.	Purposes . . . . .	3
B.	Restrictions . . . . .	4
	1. Unit Uses . . . . .	4
	2. Obstruction of Common Areas and Facilities . . . . .	4
	3. Hazardous Uses and Waste . . . . .	4
	4. Exterior Surfaces of Buildings . . . . .	4
	5. Animals and Pets . . . . .	4
	6. Nuisances . . . . .	5
	7. Impairment of Structural Integrity of Buildings . . . . .	5
	8. Laundry or Rubbish in Common Areas . . . . .	5
	9. Use of Common Areas and Facilities . . . . .	5
	10. Prohibited Activities . . . . .	5
	11. Alteration of Common Areas and Facilities . . . . .	5
	12. Rental of Units . . . . .	6

17 APR 1987 11 15 82

11 10

11



RAULI HARRIS  
 County of Summit

288817 5th Amend. to Declar. of Indian Hills Condo.  
See Vol. 7290 Pg. 65 9-12-86 Pt. Lot 2 West of Coy. River  
Adding Units 1755, 1757 + 1759 Bent Bow Drive, in 1 Bldg.  
Plat Rec. in Cab B Slide 678 to 680 incl.  
Amending Declar, Amendments + Drawings

290537 6th Amend to Declar. of Indian Hills Condo.  
See vol. 7319 pg. 673 9-22-86 pt. Lot 2 west of Coy. River  
Adding units 1701, 1703, 1705, 1707 Rock Hill Lane  
Plat Rec. in Cab B Pgs. 694-696 - Amending Declar  
Amendments + Drawings

TABLE OF CONTENTS (CON'T)

<u>ARTICLE</u>	<u>SECTION</u>	<u>PAGE</u>
IV.	<u>GENERAL DESCRIPTION OF BUILDINGS.</u> . . . . .	6
V.	<u>INFORMATION ABOUT CONDOMINIUM PROPERTY.</u> . . . . .	6
	A. Units. . . . .	6
	B. Common and Limited Common Areas and Facilities . . . . .	8
	1. Description of Common Areas and Facilities. . . . .	8
	2. Use of Common Areas and Facilities. . . . .	8
	3. Ownership of Common Areas and Facilities; Percentages of Interest . . . . .	8
	4. Percentages of Interest of Units Constructed on Parcel No. 2 . . . . .	9
	5. Description of Limited Common Areas and Facilities. . . . .	9
VI.	<u>GENERAL PROVISIONS AS TO UNITS AND COMMON AREAS AND FACILITIES.</u> . . . . .	10
	A. Maintenance of Units . . . . .	10
	1. By the Association. . . . .	10
	2. By the Unit Owner . . . . .	10
	B. Use and Maintenance of Common Areas and and Facilities . . . . .	11
	1. Regulation by Association . . . . .	11
	2. Maintenance of Common Areas and Facilities. . . . .	11
	3. Delegation of Association's Powers to Management Agent. . . . .	12
	C. Repairs to Common Areas and Facilities Necessitated by Unit Owners' Acts. . . . .	12
	D. Use and Maintenance of Limited Common Areas and Facilities . . . . .	12
	E. Construction Defects . . . . .	12
	F. Effect of Insurance or Construction Guarantees . . . . .	13
	G. Severance of Ownership . . . . .	13
	H. Easements. . . . .	13
	1. Encroachments . . . . .	13
	2. Maintenance Easements . . . . .	14
	3. Easements for Certain Utilities . . . . .	14
	4. Easements Through Walls Within Walls. . . . .	14
	5. Easements for Garages and Parking . . . . .	14
	6. Other Easements . . . . .	14
	7. Easements to Public Highways. . . . .	15
	8. Easements to Run With the Land. . . . .	15
VII.	<u>UNIT OWNERS' ASSOCIATION.</u> . . . . .	15
	A. Membership . . . . .	15

304027 7th Amend. to Indian Hills Condo. Declar. See Vol. 7321 Pg 891 11-17-86  
Pt. Lot 2, W. of Coy. River Adding Units 1845, 1849, 1853, 1857, 1861 Indian Hills Trail  
+ units 1779, 1785, 1789 Rock Hill Lane Plat Rec. in Cab. B Slide 795-800  
Amending Declar. + Drawings

Parcel 12 (0.342 ac) Plat No. 15 Cabinet "C" Slide 140-142 incl  
1721-1123  
HOCA Hill Lane

TABLE OF CONTENTS (CON'T)

<u>ARTICLE</u>	<u>SECTION</u>	<u>PAGE</u>
	B. Board of Managers and Officers. . . . .	16
	C. Formation of Association. . . . .	16
	D. Developer's Rights. . . . .	16
	E. Administration of Condominium Property. . . . .	17
	F. Service of Process. . . . .	17
VIII.	<u>ASSESSMENTS</u> . . . . .	17
	A. General . . . . .	17
	B. Division of Common Profits and Common Expenses. . . . .	17
	C. Non-Use of Facilities . . . . .	18
	D. Lien of Association . . . . .	18
	E. Priority of Association's Lien. . . . .	18
	F. Non-Liability of Judicial Sale Purchaser for Past Due Common Expenses. . . . .	19
	G. Liability for Assessments Upon Voluntary Conveyance. . . . .	19
	H. Dispute as to Common Expenses . . . . .	19
IX.	<u>INSURANCE</u> . . . . .	20
	A. Fire and Extended Coverage Insurance. . . . .	20
	B. Public Liability Insurance. . . . .	20
	C. Insurance Premiums. . . . .	21
X.	<u>DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS</u> . . . . .	21
	A. Sufficient Insurance. . . . .	21
	B. Insufficient Insurance. . . . .	21
	C. Non-Restoration of Damage or Destruction. . . . .	22
XI.	<u>CONDEMNATION</u> . . . . .	23
	A. General . . . . .	23
	B. Common Areas and Facilities . . . . .	23
	C. Units . . . . .	24
XII.	<u>REHABILITATION AND OTHER IMPROVEMENTS</u> . . . . .	25
XIII.	<u>REMOVAL FROM CONDOMINIUM OWNERSHIP</u> . . . . .	25
	A. Removal . . . . .	25
	B. Effect of Removal . . . . .	26
XIV.	<u>AMENDMENT OF DECLARATION AND BYLAWS</u> . . . . .	26

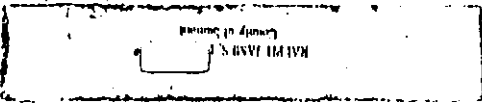


TABLE OF CONTENTS (CON'T)

<u>ARTICLE</u>	<u>SECTION</u>	<u>PAGE</u>
XV.	<u>REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS.</u> . . . .	27
	A. Abatement and Enjoinment . . . . .	27
	B. Involuntary Sale . . . . .	27
XVI.	<u>ADDITIONS TO CONDOMINIUM PROPERTY</u> . . . . .	28
	A. Option to Add Parcel No. 2 to Condominium Property . . . . .	28
	B. Grant of Power-of-Attorney to Developer. . . . .	29
	C. Time Limits for Exercise of Option . . . . .	29
	D. Legal Description of Parcel No. 2. . . . .	29
	E. Amount of Land to be Added and Time of Additions. . . . .	30
	F. Location of Improvements . . . . .	30
	G. Maximum Number of Units. . . . .	30
	H. Non-Residential Units. . . . .	30
	I. Compatibility of Structures. . . . .	30
	J. Types of Improvements. . . . .	31
	K. Units. . . . .	31
	L. Right to Create or Designate Limited Common Areas and Facilities . . . . .	31
	M. No Other Limitations . . . . .	31
	N. Consent of Unit Owners to Amendment by Developer. . . . .	31
XVII.	<u>NOTICE TO MORTGAGEES.</u> . . . . .	32
XVIII.	<u>MISCELLANEOUS PROVISIONS.</u> . . . . .	33
	A. Covenants Running with Land. . . . .	33
	B. Waiver . . . . .	33
	C. Severability . . . . .	33
	D. Time Limits. . . . .	33
	E. Non-Liability of Developer . . . . .	33
	F. Control of Common Areas and the Association. . . . .	34
	G. Developer as Unit Owner. . . . .	34
	H. Developer's Interest in Common Areas . . . . .	34
	I. Escrow of Deposits . . . . .	34
	J. Warranties . . . . .	35
	K. Technical Corrections. . . . .	35
	L. Headings . . . . .	35
	M. Interpretation . . . . .	36
	SIGNATURE PAGE . . . . .	36
	SUBMISSION OF MORTGAGEE. . . . .	37

DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
INDIAN HILLS CONDOMINIUM  
CITY OF AKRON, COUNTY OF SUMMIT, OHIO

WHEREAS, Indian Hills Development Company, hereinafter referred to as "Developer," is the owner in fee simple of Parcel No. 1 and Parcel No. 2, hereinbelow described; and

WHEREAS, it is the desire of Developer to submit said Parcel No. 1, together with the improvements constructed thereon and described herein, to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, Developer is also the owner of Parcel No. 2 hereinbelow described which is adjacent to Parcel No. 1, upon which parcel Developer proposes to construct improvements for residential use; and

WHEREAS, Developer desires to provide for the right and option to submit Parcel No. 2 or portions thereof from time to time, but no later than seven (7) years from the date hereof, together with the improvements to be constructed thereon, to the provisions of said Chapter 5311 of the Ohio Revised Code;

NOW, THEREFORE, Developer hereby declares:

ARTICLE I  
LEGAL DESCRIPTION AND DEFINITIONS

A. Legal Description.

1. The legal description of Parcel No. 1 is attached hereto and marked "Exhibit A."
2. The legal description of Parcel No. 2 is attached hereto and marked "Exhibit B."

B. Definitions.

The following terms used herein are defined as follows:

1. Association - means The Indian Hills Condominium Association, a nonprofit corporation formed and existing under Chapter 1702 of the Ohio Revised Code, and also shall mean the same as "Unit Owners Association" as defined by Section 5311.01 (L) of the Ohio Revised Code.
2. Board of Managers and Board - means those persons who, as a group, serve as the board of trustees of the Association and are also one and the same as the board of managers of the Condominium established for the Condominium pursuant to the provisions of Chapter 5311 of the Ohio Revised Code.

3. Bylaws - means the bylaws of the Association, as the same may be lawfully amended from time to time, which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702 of the Ohio Revised Code. The Bylaws are attached hereto and marked as "Exhibit C."

4. Chapter 5311 - means Chapter 5311 of the Ohio Revised Code, as the same may be amended or supplemented from time to time.

5. Common Areas and Facilities - means "Common Areas and Facilities" as defined in Section 5311.01 (B) of the Ohio Revised Code.

*Amended  
10/21/98*

6. Common Expenses - means:

- i) "Common Expenses" as defined in Section 5311.01(D) of the Ohio Revised Code; and
- ii) Expenses of administration, maintenance, operation, repair or replacement of the Common Areas and Facilities and of the portions of Units to be maintained by the Association; and
- iii) Expenses declared to be Common Expenses by provisions of this Declaration or the Bylaws; and
- iv) Any valid charge against the Condominium as a whole.

7. Common Profits - means the amount by which the total income received from assessments charged for special benefits to specific Units, rents received from rentals of equipment or space in Common Areas and Facilities, and any other fee, charge, or income other than common assessments exceeds expenses allocable to the income, rental, fee, or charge.

8. Condominium - means the condominium regime for the Condominium Property created under and pursuant to the provisions of Chapter 5311, as the same may be amended or supplemented from time to time.

9. Condominium Property - means Parcel No. 1 and all improvements thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners; provided, however, that if and when Parcel No. 2 or portions thereof have been added to the Condominium Property pursuant to the provisions of Article XVI hereof, the term "Condominium Property" shall also include Parcel No. 2 or said portions thereof, and all improvements thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners.

10. Declaration - means this instrument by which the Condominium Property is submitted to Chapter 5311 of the Ohio Revised Code, as this instrument may be lawfully amended from time to time.

11. Drawings - means the drawings prepared and certified by The W.D. McCullough Corporation, in accordance with Section 5311.07 of the Ohio Revised Code, relating to the Condominium Property, which Drawings are attached hereto as Exhibit D. The word "Drawings" shall also include any amendments, supplements, and additions thereto.

12. Limited Common Areas and Facilities - means "Limited Common Areas and Facilities" as defined in Section 5311.01 (K) of the Ohio Revised Code, which areas, if any, are so designated on the Drawings and referred to in the Drawings and the Declaration and Bylaws as "L.C.A.s."

13. Ownership Interest - means:

- i) the exclusive ownership and possessory interest and the entire title in a Unit; and
- ii) the undivided percentage interest in the Common Areas and Facilities appertaining thereto.

14. Unit and Units - means that portion or portions of the Condominium Property described as a unit or units in this Declaration, and is that portion of the Condominium constituting a "Unit" of the Condominium under the provisions of Chapter 5311.

15. Unit Owner - means "Unit Owner" as is defined by Section 5311.01 (J) of the Ohio Revised Code.

16. All terms used herein which are defined in Chapter 5311 of the Ohio Revised Code shall have the same meaning herein.

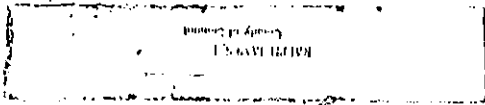
ARTICLE II  
NAME AND ADDRESS

The name by which this Condominium is to be identified is "Indian Hills Condominium" and its address is the corner of Smith Road and Sourek Trail, City of Akron, Ohio 44313.

ARTICLE III  
THE PURPOSE OF AND RESTRICTIONS ON USE OF  
CONDOMINIUM PROPERTY

A. Purposes.

This Declaration is being made to establish separate individual parcels from the Condominium Property, to which fee-simple





Interests may be conveyed, for use for single-family residential living; to establish a unit owners' association to administer the Condominium; to provide for the preservation of the values of Units and the Common Areas and Facilities; to provide for and promote the benefit, enjoyment and well being of Unit Owners and occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

B. Restrictions.

1. Unit Uses - Each Unit shall be used as a residence for a single family and for no other purposes, except that Developer may use any Units owned by Developer as "model units" for the sale of such Units and other Units owned by Developer and for sales offices. A Unit Owner or occupant may use a portion of his Unit for his office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Unit Owner or occupant; and provided further that such activities do not involve the performance of any personal services by the Unit Owner or occupant.

2. Obstruction of Common Areas and Facilities - There shall be no obstruction of the Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities without the prior written consent of the Association, except as hereafter expressly provided.

3. Hazardous Uses and Waste - Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance of the building or contents thereof, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or the L.C.A. appertaining thereto, or in the Common Areas and Facilities, which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste of any part of the Condominium Property will be committed.

4. Exterior Surfaces of Buildings - Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building and no sign, awning, canopy, shutter, radio or television antenna or article of any kind whatsoever shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior written consent of the Association, other than those items originally provided by the Developer.

5. Animals and Pets - No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Areas and Facilities, except that dogs, cats, or other common and accepted household pets may be kept in Units, subject to rules and regulations adopted by the Association, provided that

they are not kept, bred or maintained for any commercial purpose; and provided further that when such pet shall be outside the Unit on the Common Areas and Facilities, the pet owner shall at all times have said pet under his control and discipline. Further, any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon five (5) days' written notice from the Board of Managers of the Association.

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

7. Impairment of Structural Integrity of Buildings - Nothing shall be done in any Unit or in, on, or to the Common Areas and Facilities which will impair the structural integrity of any building or which would structurally change any building.

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

9. Use of Common Areas and Facilities - The Common Areas and Facilities shall be used for the common recreational, maintenance, service, storage purposes, and access purposes to and from Units, for which they were designed and intended. There shall not be placed or parked any recreational implement, lawn furniture, boats, trailers, vehicles, toys or other similar articles on any part of the Common Areas and Facilities except in accordance with rules and regulations adopted by the Association.

10. Prohibited Activities - No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Condominium Property. Notwithstanding anything contained in this Declaration or the Bylaws, the Developer and its successor developers shall have the right to use one or more Units for business or promotion purposes, including, but not limited to, sales offices, model Units, and management offices, and shall have the right to post advertising signs on the Condominium Property.

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

RAVENS HILL  
COMMUNITY ASSOCIATION

*Amended  
27706-  
705-91  
1-30-2003*

12. Rental of Units - The respective Units shall not be leased or rented by the Unit Owners thereof for transient or hotel purposes, which shall be defined as rental for any period less than thirty (30) days. Other than the foregoing obligations, the Unit Owners of the respective Units shall have the absolute right to lease the same in conformity with the Bylaws attached hereto as Exhibit C, provided that any lease shall be in writing, shall require the lessee to abide by the terms of the Declaration and the Bylaws, as well as any rules and regulations adopted by the Association, and shall give the Board of Managers the right to dispossess or otherwise act for the Unit Owner in case of default under the lease or for violation of the Declaration, Bylaws or the rules and regulations. The Unit Owner shall continue liable for all obligations of ownership of his Unit and shall be responsible to the Board of Managers for the conduct of his lessee. Copies of all such leases shall be delivered to the Board of Managers prior to the beginning of the lease term.

ARTICLE IV  
GENERAL DESCRIPTION OF BUILDINGS

There are two residential buildings which are a part of the Condominium Property, one of which contains two Units, and the other of which contains three Units. The buildings are located as shown on the Drawings.

The buildings are both two-story buildings. The principal materials of which the buildings are constructed are wood, glass, concrete, concrete block, brick, and drywall.

ARTICLE V  
INFORMATION ABOUT CONDOMINIUM PROPERTY

The Condominium Property, until additions are made to the Condominium Property pursuant to the provisions of Article XVI hereof, is hereby divide into 5 separately designated and legally described freehold estates, herein described and referred to as "Units," and one (1) freehold estate, herein described and referred to as the "Common Areas and Facilities." The Unit designations, the dimensions, approximate area, the location and layout of each Unit, and the immediate Common Area and Facility or L.C.A. to which each Unit has access are shown on the set of Drawings attached hereto as Exhibit D. The layout, location, designation and dimensions of the Common Areas and Facilities and the L.C.A.'s are also shown on the Drawings. Said Drawings shall be amended if and when Parcel No. 2 or portions thereof are added to the Condominium Property pursuant to the provisions of Article XVI hereof.

A. Units.

Each of the Units hereinbefore declared and established as a freehold estate shall consist of all the space bounded by the undecorated surfaces of the perimeter walls, floors and ceilings of each such Unit, including the vestibules, balconies and garages, if any, as designated on the Drawings, projected, if necessary, by any

partitions or roof rafters to constitute a complete enclosure of space; provided that, wherever such undecorated surfaces or the area immediately adjoining such surfaces consist of plaster or plasterboard or concrete or wooden floor, all of such plaster or plasterboard or concrete or wooden floor contiguous to such surface shall be included within the Unit but excepting the space occupied thereby lying outside the perimeters of the Unit. The dimensions, layouts and descriptions of each such Unit are shown on the Drawings and include without limitation:

1. The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile, paneling, and any other finishing materials applied to said perimeter walls, floors and ceilings, and also the aforesaid finishing materials applied to the interior walls, floors and ceilings;

2. All windows, screens and doors, inclusive of the frames, sashes and jambs in the interior and perimeter walls, and the space occupied thereby;

3. The space within all fixtures located within the bounds of a Unit and the space occupied by the fixtures themselves;

4. All unenclosed space, if any, within or occupied by structural parts of the building which may project into the Unit, as defined above, from the unfinished perimeter floor level to the unfinished perimeter ceiling level and including, by way of illustration but not by way of limitation, the space between the shelves of built-in bookcases, if any, the space within built-in cabinets, if any, and the hearths lying within fireplaces, if any;

5. All space between interior walls, floors and ceilings, including the space occupied by structural and component parts of the building and by utility pipes, wires, ducts and conduits.

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

1. The structural and component parts of all interior walls, floors and ceilings, except the decorated surfaces thereof;

2. All structural portions of the building lying within the bounds of the Unit, as above defined;

3. All plumbing, electric, heating, cooling, ventilating and other utility or service lines, pipes, ducts, wires, plugs, outlets, conduits, and valves lying within the bounds of a Unit as above defined, but which also service other Units within the Condominium Property.

Each Unit fronts directly upon and has access to the land upon which the Condominium is situated.

B. Common and Limited Common Areas and Facilities.

1. Description of Common Areas and Facilities - The entire balance of the land and improvements thereon, including but not limited to, all buildings, foundations, roofs, main and supporting walls, exterior parking spaces and storage spaces, community and commercial facilities, sewer pipes, water mains, pumps, trees, lawns, gardens, walks, pavement, wires, conduits, utility lines and ducts now or hereafter situated on the Condominium Property, are hereby declared and established as the Common Areas and Facilities.

2. Use of Common Areas and Facilities - Except as otherwise limited and restricted herein, each Unit Owner shall have the right to use the Common Areas and Facilities, in accordance with the purposes for which they are intended, for all purposes incident to the use and occupancy of his Unit as a place of residence, including without limitation the non-exclusive easement, together with other Unit Owners, to use and enjoy the Common Areas and Facilities for ingress and egress to and from the respective Units and for such other uses as are permitted by this Declaration and the Bylaws, which rights shall be appurtenant to and run with his Unit; provided, however, that no person shall use the Common Areas and Facilities or any part thereof in such manner as to interfere with, restrict or impede the use thereof by others entitled to the use thereof or in any manner contrary to or not in accordance with this Declaration, the Bylaws, and any rules or regulations of the Association.

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

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

The percentages of interest in the Common Areas and Facilities appertaining to each Unit and the respective Unit Owner, and the percentages of interest of each Unit in the Association for voting purposes, for the distribution of Common Profits, for the assessment and payment of Common Expenses, and for all other purposes shall be "par values" which shall be based upon the

proportionate square footage that each of the Units bears to the aggregate square footage of the maximum number of Units that may ultimately be part of the Condominium. The par values or percentages of interest of each Unit are set forth in Exhibit E.

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

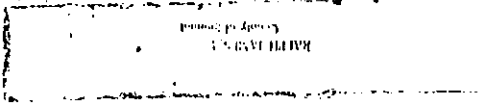
4. Percentages of Interest of Units Constructed on Parcel No. 2 - Units created on Parcel No. 2 or any portion thereof having substantially identical floor plans as Units on Parcel No. 1 will be assigned the same par value as their counterparts on Parcel No. 1 at the time said Units on Parcel No. 2 or any portion thereof are added to the Condominium Property.

Units constructed on the Condominium Property will be single-story units (having "Unit A," or "Unit A Revised" type floor plans) or two-story units (having "Unit B," "Unit C," "Unit D," or "Unit E" type floor plans). "Unit As" will have two bedrooms and two (2) bathrooms, "Unit Bs" will have two bedrooms and two and one-half (2-1/2) bathrooms, "Unit Cs" will have three bedrooms and two and one-half (2-1/2) bathrooms, "Unit Ds" will have three bedrooms and two and one-half (2-1/2) bathrooms, "Unit Es" will have three bedrooms and two and one-half (2-1/2) bathrooms, and "Unit A Revised" will have 2 bedrooms and three (3) bathrooms.

The types of Units (according to type of floor plan) that may be created on Parcel No. 2 or any portion thereof and the par values that will be assigned to every type of Unit created on Parcel No. 2 or any portion thereof are as follows:

<u>Floor Plan Type</u>	<u>Par Value or Percentage of Interest</u>
Unit A	.77
Unit B	.92
Unit C	1.00
Unit D	1.20
Unit E	1.45
Unit A Revised	.77

5. Description of Limited Common Areas and Facilities Included in the Common Areas and Facilities but restricted to the sole use of the Unit Owners of Units to which such areas and facilities are appurtenant are areas designated as "Limited Common Areas and Facilities" ("L.C.A.s") on the Drawings.



County of ...  
ARTICLE VI  
GENERAL PROVISIONS AS TO UNITS AND  
COMMON AREAS AND FACILITIES

A. Maintenance of Units.

1. By the Association - The Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions of each Unit which contribute to the support of the building, excluding, however, the surfaces of interior walls, the surfaces of ceilings and floors, and any chimney flues.

2. By the Unit Owner - The responsibility of each Unit Owner shall be as follows:

- i) To maintain, repair and replace at his expense all portions of his Unit and any L.C.A. appertaining thereto, all installations in said Unit and any L.C.A. appertaining thereto of such appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any other utility service facilities located within the Unit boundaries and any L.C.A. appertaining thereto. Said Unit Owner shall also maintain, repair and replace at his expense any air conditioning and/or heating apparatus located outside his Unit which apparatus serves his Unit and any L.C.A. appertaining thereto;
- ii) To maintain and repair all patios, sundecks, balconies, windows, doors, vestibules and entryways and all associated structures and fixtures therein, which are appurtenances to his Unit and any L.C.A. appertaining thereto. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances;
- iii) All of the work required of the Unit Owner in subparagraphs (i) and (ii) hereof shall be performed by him promptly, properly, and in 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;
- iv) To perform his duties and responsibilities in such manner so as not unreasonably to disturb other Unit Owners or Unit occupants;
- v) Not to paint or otherwise decorate or change the appearance of any portion of the building not

within the walls of the Unit and any L.C.A. appertaining thereto, unless the prior written consent of the Association is obtained;

- vi) To promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association;
- vii) Not to make any alterations in the portions of the Unit and any L.C.A. appertaining thereto or the buildings which are to be maintained by the Association or on the Common Areas and Facilities or to remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the Association, nor shall any Unit Owner impair any easement without first obtaining the written consents of both the Association and the Unit Owner or Unit Owners for whose benefits such easement exists.

B. Use and Maintenance of Common Areas and Facilities.

1. Regulation by Association - No person shall use the Common Areas and Facilities or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be adopted by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right but not the obligation, to promulgate rules and regulations limiting the use of the Common Areas and Facilities to members of the Association and their respective families, guests, invitees, and servants, as well as to provide for the exclusive use by a Unit Owner and his guests, for specific occasions, of the recreational areas or other similar facilities. Such use may be conditioned upon, among other things, the payment by the Unit Owner of such assessment as may be established by the Association for the purpose of defraying costs thereof.

2. Maintenance of Common Areas and Facilities. Except as otherwise expressly provided herein, the Association shall maintain and keep the Common Areas and Facilities 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 and Facilities, by promptly, properly, and in a good and workmanlike manner, making all repairs, replacements, alterations, and other improvements necessary to comply with the foregoing. The obligations herein described shall include, without limitation, maintaining, planting, seeding, re-seeding, fertilizing, cutting and trimming all of the lawns within the Common Areas and Facilities.



County of ...  
3. Delegation of Association's Powers to Management Agent - Except as otherwise provided herein, management, repair, alteration and improvement of the Common Areas and Facilities shall be the responsibility of the Association. The Association may, but shall not be required to, delegate all or any portion of its authority to discharge such responsibility of the Association to a manager, management agent, or management company. Such delegation may be evidenced by a management contract (which shall not exceed one year's duration) which may be executed on behalf of the Association by the officers of the Association and which shall provide for the duties to be performed by the manager, management agent, or management company. Upon the expiration of said one-year period, the Association may renew said management contract for an additional one-year period, or, with the approval of members entitled to exercise more than fifty percent (50%) of the voting power of the Association, designate a different manager for the Condominium Property.

C. Repairs to Common Areas and Facilities Necessitated by Unit Owners' Acts.

Each Unit Owner agrees to maintain, repair and replace at his expense all portions of the Common Areas and Facilities which may be damaged or destroyed by reason of his own or any occupant's act or neglect, or by the act or neglect of any invitee, licensee, or guest of such Unit Owner or Unit occupant.

D. Use and Maintenance of Limited Common Areas and Facilities.

1. Each Unit Owner agrees to maintain, repair and replace, at his expense, all portions of any L.C.A. appertaining to his Unit.

2. The Association shall not be responsible for the repair, maintenance, or improvement of any L.C.A., except that within said L.C.A., snow may be removed from drives and walkways by the Association.

3. Unit Owners may not use an L.C.A. unless the Declaration provides that their Unit is entitled to the use thereof.

E. Construction Defects.

The obligation of the Association and of the Unit Owners to maintain, repair, and replace the portions of the Condominium Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Condominium Property.

F. Effect of Insurance or Construction Guarantees.

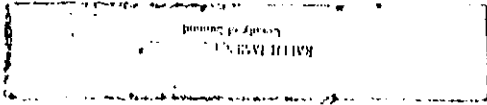
Notwithstanding the fact that the Association and/or any Unit Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage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

G. Severance of Ownership.

No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Ownership Interest without including therein both his interest in the Unit and his corresponding percentage of interest in the Common Areas and Facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted, even though the latter is not expressly mentioned or described therein. For purposes of conveyance of title to a purchaser of a Unit, description by setting forth the name of the Condominium Property, the number of the Unit or Units, and the numbers of the volumes and initial pages of the records of the Declaration and Drawings shall be adequate to convey the fee simple title thereto together with the corresponding percentage of interest in the Common Areas and Facilities.

H. Easements.

1. Encroachments - In the event that, by reason of the construction, reconstruction, settlement or shifting of a building, any part of the Common Areas and Facilities presently encroaches or shall hereafter encroach upon any part of a Unit and/or an L.C.A. appertaining thereto, or any part of a Unit and/or an L.C.A. presently encroaches or shall hereafter encroach upon any part of the Common Areas and Facilities or any other Unit and/or an L.C.A. appertaining thereto, or if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit presently encroaches or shall hereafter encroach upon any part of any Unit and/or an L.C.A. appertaining thereto, valid easements for the existence and maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such Unit and the Common Areas and Facilities, as the case may be, so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Unit Owner of any Unit or in favor of the Common Areas and Facilities if such encroachment occurred due to the willful conduct of said Unit Owner.



2. Maintenance Easements - The Unit Owner shall be subject to an easement for access arising from the necessity of maintenance or operation of an entire building. The Unit Owner of each Unit shall have the permanent rights and easements to and through the Common Areas and Facilities and building walls for the use of water, gas, sewer, electricity, television antenna, and other utilities now or hereafter existing within the walls, and for the use of television cables and equipment installed by the Association or by an independent company to serve the Units for a fee or free of charge, and further, shall have an easement to hang pictures, mirrors and the like upon the walls of his Unit.

3. Easements for Certain Utilities - The Association may grant easements for utility purposes for the benefit of the Condominium Property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains and lines, telephone wires and equipment, television cables, and electrical conduits and wires over, under, along and on any portion of the Common Areas and Facilities, and each Unit Owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing.

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

5. Easements for Garages and Parking - Easements are hereby declared and created for ingress and egress into and from each Unit Owner's garage for the benefit of said Unit Owner and his guests. No other Unit Owner or Unit Owners, invitees, assigns or guests shall block or deny access, ingress or egress to another Unit Owner to said Unit Owner's garage. Further easements are hereby declared and created for the benefit of all Unit Owners and their invitees and guests to park automobiles in designated parking areas in the Common Areas and Facilities. The Association shall have the right to promulgate further rules and regulations regarding parking areas in the Common Areas and Facilities.

6. Other Easements - The Condominium Property is subject to the following nonexclusive perpetual rights-of-way and easements, which are hereby reserved by Developer for the benefit of Parcel No. 2, or such portions as have not become a part of Condominium Property, hereinafter referred to as the "Benefited Property," for the use and benefit of the Developer, its successors and assigns, prospective Unit Owners, and the families, tenants, employees and invitees of the Unit Owners and occupants of Units to be constructed on the Benefited Property. The Developer, his employees, agents, consulting engineers, architects, contractors,

subcontractors, and other representatives may enter upon the Common Areas and Facilities in order to plan and construct the buildings, structures and improvements on the Benefited Property. The nonexclusive rights-of-way and easements reserved herein shall run with the Benefited Property and are for ingress to and egress from the Benefited Property over the common drives and walkways located on the Condominium Property and are also for the right to enter upon the Condominium Property to make new installations of or to make connections with and to extend and to maintain, repair and replace the extension of the sanitary and storm sewers, surface water drainage, water lines, electric service, gas lines, telephone lines, and any other utility line, pipe, or service in order to service the Benefited Property, and to establish the grade on the Benefited Property.

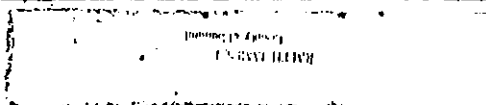
7. Easements to Public Highways - Easements are hereby declared and created on and over the paved driveways of the Common Areas and Facilities for the benefit of Unit Owners and their guests for access to and from the public streets and highways surrounding the Condominium Property, including Sourek Trail and Smith Road. No Unit Owner or his guests shall block said driveways or in any other way deny another Unit Owner or his guests access to or from said public streets or highways.

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

ARTICLE VII  
UNIT OWNERS' ASSOCIATION

A. Membership.

Developer shall cause to be formed a Unit Owners Association, to be called the "The Indian Hills Condominium Association" (hereinafter and before called the "Association") as an Ohio nonprofit corporation, which shall be established for the administration of the Condominium Property. Each Unit Owner, upon acquisition of title to a Unit within the Condominium Property as presently constituted, or hereafter enlarged in accordance with Article XVI hereof, 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 Unit Owner of such Unit shall automatically become a member of the Association.



B. Board of Managers and Officers.

The Board of Managers and officers of the Association elected as provided in the Bylaws of the Association attached hereto as Exhibit C shall exercise the powers, discharge the duties and be vested with the rights conferred upon the Association by operation of law, the Bylaws and this Declaration, except as otherwise specifically provided; 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 of Managers, solely in his capacity as an officer or a member of the Board of Managers, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this Declaration and the Bylaws.

C. Formation of Association.

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.

D. Developer's Rights.

1. Until the Association is established, the Developer shall act in all instances where action of the Association, the Board of Managers or the officers is authorized or required by law, the Declaration, or the Bylaws.

2. Except as stated in Paragraph 3 of this Section D, from the date of the establishment of the Association until the earlier of five (5) years or thirty (30) days after the sale and conveyance of Ownership Interests to which appertain seventy-five percent (75%) of the undivided interests in the Common Areas and Facilities to purchasers in good faith for value, the Developer or persons designated by it may appoint and remove members of the Board of Managers and other officers of the Association and may exercise the powers and responsibilities otherwise assigned by law or the Declaration to the Association, the Board of Managers, or other officers. Within thirty (30) days of the expiration of any period during which the Developer exercises powers under this paragraph 2, the Association shall meet and elect all members of the Board of Managers and all other officers of the Association. The persons so elected shall take office upon election.

3. Not later than the time that Ownership Interests to which twenty-five percent (25%) of the undivided interest in the Common Areas and Facilities appertain have been sold and conveyed by the Developer, the Association shall meet and the Unit Owners, other than the Developer, shall elect two members of the Board of Managers. Not later than the time that Ownership Interests to which fifty percent (50%) of the undivided interest in the Common Areas and Facilities appertain have been sold and conveyed, such

Unit Owners shall elect two members of the Board of Managers. When computing percentages of interest for purposes of this paragraph 3, the percentage of interest in Common Areas and Facilities shall be computed by comparing the number of Units sold and conveyed to the maximum number of Units that may be created, as stated in Section G of Article XVI of this Declaration.

E. Administration of Condominium Property.

The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the Bylaws. Each Unit Owner, tenant, or occupant of a Unit shall comply with the provisions of this Declaration, the Bylaws, decisions and resolutions of the Association or its representatives, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions, shall be grounds for an action to recover sums due for damages, or for injunctive relief.

F. Service of Process.

The person to receive service of process for the Association shall be Jay P. Porter, whose place of business is Brouse and McDowell, 500 First National Tower, Akron, Ohio 44308. The agent for service of process may be changed by the Association from time to time by filing with the Secretary of State of Ohio an appropriate form for the appointment of a statutory agent for an Ohio nonprofit corporation.

ARTICLE VIII  
ASSESSMENTS

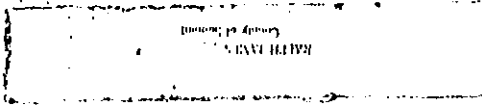
A. General.

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

B. Division of Common Profits and Common Expenses.

The Common Profits of the Condominium Property shall be distributed among, and the Common Expenses of the Condominium Property shall be assessed against, the Unit Owners by the Association. The proportionate shares of the Unit Owners in the Common Profits and the Common Expenses of the Condominium Property, as well as their proportionate representation for voting purposes in the Association, is based upon the proportionate square footage that each of the Units bears to the aggregate square footage of the maximum number of Units that may ultimately be part of the Condominium. The acquisition or occupancy of any Unit shall be conclusive evidence against the Unit Owner or occupant thereof that the percentage set forth opposite each Unit in Exhibit E is in the proportion that the square footage of the Unit at the date this Declaration is filed for record, or at the date that any

*Amended  
of 705  
10-26-98*



amendments hereto are filed for record pursuant to Article XIV herein, bears to the then aggregate square footage of the maximum number of Units that may ultimately be part of the Condominium. The proportionate share of Common Profits and Common Expenses and proportionate representation for voting purposes of each Unit Owner shall be in accordance with the percentages or par values set forth in Exhibit E. The square footage of each Unit as determined by the Developer shall be conclusive as to all parties.

C. Non-Use of Facilities.

No Unit Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas and Facilities or by the abandonment of his Unit.

D. Lien of Association.

*Amended  
2-7-05  
10-26-98*

The Association shall have a lien upon the estate or interest of any Unit Owner in his Unit and the appurtenant percentage of interest in the Common Areas and Facilities for the payment of the portion of the Common Expenses chargeable against the Unit that remains unpaid for ten (10) days after the portion has become due and payable. The lien is effective on the date a certificate of lien, subscribed by the President or other chief officer of the Association, is filed for record in the office of the Recorder of the County of Summit, Ohio, pursuant to authorization given by the Board of Managers of the Association. The certificate shall contain a description of the Unit, the name or names of the record Unit Owner or Unit Owners thereof, and the amount of the unpaid portion of the Common Expenses. 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 provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a Court having jurisdiction in an action brought to discharge the lien as hereinafter provided. In addition, the Unit Owner and any occupant thereof shall be personally liable for such Common Expenses chargeable for the period of his ownership or occupancy.

E. Priority of Association's Lien.

The lien provided for in Section D of this Article VIII is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages that have been filed for record before the lien of the Association came into existence, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association after authorization from the Board of Managers.

F. Non-Liability of Judicial Sale Purchaser for Past Due Common Expenses.

Where the mortgagee of a first mortgage of record or other purchaser of a Unit acquires title to the Unit as a result of a judicial sale resulting from litigation to which the Association has been made a party, such acquirer of title, his successors and assigns, shall not be liable for the share of the Common Expenses or other assessments levied by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be a Common Expense collectable from all of the Units, including that of such acquirer, his successors or assigns.

G. Liability for Assessments Upon Voluntary Conveyance.

In a voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments levied by the Association against the grantor and his Unit for his share of Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board of Managers of the Association after demand has been made upon the Association in writing, setting forth the amount of all unpaid assessments against the grantor due the Association, and such grantee shall not be liable for nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement. If the Association fails to furnish said statement to such grantee within fifteen (15) days of receipt of said written demand, then such grantee shall not be liable nor shall the Unit conveyed be subject to a lien for any unpaid assessments made by the Association against the grantor. As used in this paragraph "grantor" shall include a decedent's estate and "grantee" shall include a devisee or intestate heir of said decedent.

H. Dispute as to Common Expenses.

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



ARTICLE IX  
INSURANCE

AMEND  
10-31-03

A. Fire and Extended Coverage Insurance.

The Association shall obtain for the benefit of all Unit Owners insurance on all buildings, structures or other improvements now or at any time hereafter constituting a part of the Condominium Property against loss or damage by fire, lightning and such perils as are at this time comprehended within the term "extended coverage," and vandalism and malicious mischief in an amount not less than the replacement value thereof. Such insurance shall be written in the name of, and the proceeds therefrom shall be payable to the Association, as trustee for each of the Unit Owners in accordance with the percentage ownership in the Common Areas and Facilities set forth in Exhibit E. Such policy shall cover built-in or installed fixtures and equipment in an amount not less than the replacement value thereof.

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

Such policy of insurance may contain an endorsement recognizing the interest of any mortgagee or mortgagees of any Unit. Such policy or insurance shall be written with a company licensed to do business in the State of Ohio and holding a rating of "A" or better by Best's Insurance Reports. Such policy shall also provide for the release by the insurer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against any Unit Owner, member of his family, his tenant, or other occupant of the Condominium Property for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

B. Public Liability Insurance.

The Association shall insure itself, all Unit Owners and members of their respective families and other persons residing with them in the Condominium Property, their tenants, and all persons lawfully in possession or control of any part of the Condominium Property, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from the Common Areas and Facilities, such insurance having limits as the Board of Managers may determine. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner or occupant because of negligent acts of the Association the Board of Managers, or other Unit Owners or occupants.

Such policy shall not insure against liability for personal injury or property damage arising out of or relating to individual Units, or L.C.A.s appertaining thereto.

C. Insurance Premiums.

Insurance premiums for the policies referred to in Sections A and B of this Article IX shall be a Common Expense.

ARTICLE X  
DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS

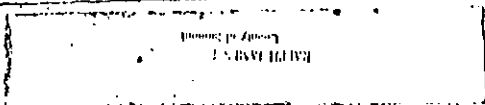
A. Sufficient Insurance.

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

B. Insufficient Insurance.

In the event the improvements forming a part of the Condominium Property, or any portion thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit Owners shall, within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to Section C of this Article X, elect to withdraw the property from the provisions of this Declaration, such repair, restoration or reconstruction of the Units so damaged or destroyed shall be undertaken by the Association at the expense of the Unit Owners of the Units so damaged or destroyed in the same proportions which the cost of repair, restoration or reconstruction of each such Unit so damaged or destroyed bears to the total cost of repair, restoration or reconstruction of all such Units, and such repair, restoration or reconstruction of all or any part of the Common Areas and Facilities shall be undertaken by the Association at the expense of all the Unit Owners in the same proportions in which they shall own the Common Areas and Facilities. Should any Unit Owner refuse or fail after reasonable notice to pay his share of such cost in excess of available insurance proceeds, the amount

*Amended  
10-31-83*



thereof may be advanced by the Association and the amount so advanced by the Association shall be assessed to such Unit Owner and such assessment shall have the same force and effect and, if not paid, may be enforced in the same manner as hereinbefore provided for the nonpayment of assessments.

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

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

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

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

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

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

C. Non-Restoration of Damage or Destruction.

In the event of substantial damage to or destruction of seventy percent (70%) or more of the Units (rounded to the nearest whole Unit), the Unit Owners by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power may elect not to repair or restore such damage or destruction. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Unit Owner. In the event of any such sale, or sale of the Condominium Property after such election by agreement of all Unit Owners, the net proceeds of the sale, together with the net proceeds of insurance, if any, and all other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to

their respective percentages of interest in the Common Areas and Facilities. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged.

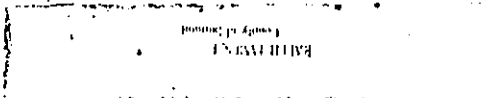
ARTICLE XI  
CONDEMNATION

A. General.

Whenever all or any part of the Common Areas and Facilities shall be taken by an authority having the power of condemnation or eminent domain (a "taking"), each Unit Owner shall be entitled to notice thereof. Each Unit Owner hereby designates and appoints the Association, and any duly authorized agent of the Association, as his exclusive agent to handle, negotiate, settle and conduct all matters, proceedings and litigation incident to such taking, and the Association shall have the power and authority to do so. Any award made for such taking shall be payable to the Association. Unless otherwise provided by law at the time of such taking, any award made therefor shall be disbursed by the Association as hereinafter provided in this Article XI.

B. Common Areas and Facilities.

1. If a taking takes only Common Areas and Facilities and not a Unit, the Association shall be deemed to have determined to repair, restore and, if reasonably feasible and desirable, replace any Common Areas and Facilities taken, remaining and/or damaged in accordance with plans prepared at the instance of the Association unless Unit Owners having at least seventy-five percent (75%) of the total voting power of the Association shall decide by vote, at a meeting of the Unit Owners of the Association called for that purpose and held within sixty (60) days after the taking, not to restore, repair and replace. The Board of Managers shall make arrangements for any restoration, repair and/or replacement in accordance with the plans prepared by the Association. The Association shall disburse the proceeds of such award in the same manner as they are required to disburse insurance proceeds where damage or destruction to the Common Areas and Facilities is to be repaired or constructed, as provided in Article X hereof; subject, however, to the determination of any court of competent jurisdiction that a disproportionate distribution be made, and subject, further, to the right hereby reserved to the Board of Managers to hire a real estate appraiser to recommend (or recommend against) a disbursement of the award (after payment of all costs incident to the repair, restoration and/or replacement and all expenses of the appraiser) to Unit Owners or any one or more of them in amounts disproportionate to their percentages of undivided interest in the Common Areas and Facilities, which disproportionate amounts shall correspond with the disproportionate damages sustained by the Unit Owners or any one or more of them. If the appraiser should



County of ...  
recommend a disproportionate distribution, he shall state the manner in which he believes the distribution should be made. The Board of Managers shall use reasonable judgment in deciding whether to hire an appraiser to make such recommendations. If an appraiser is hired, a copy of his recommendation shall be given (in the manner of giving notices to Unit Owners) to all Unit Owners and the Association shall not make any distribution of the award within twenty (20) days following the delivery of copies of the recommendation to the Unit Owners nor within any period of time thereafter that the recommendation may be subject to or is being arbitrated. Within twenty (20) days after a copy of the recommendation has been mailed (or otherwise delivered) to the Unit Owners, any Unit Owner may give written notice to the Association that he objects to the recommendation. Any objection shall be submitted to and settled by arbitration in accordance with the Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The proper parties before the arbitration shall be the Unit Owners who have given notice of their objection to the recommendation and the Association or its authorized agent, who shall act on behalf of all nonobjecting Unit Owners. If an objection is not submitted to arbitration as herein provided within thirty (30) days after written notice of the objection was given to the Association, then any Unit Owner who shall have given notice of objection shall be deemed to have withdrawn his objection and the Association shall distribute the award in accordance with the recommendation.

2. If Unit Owners having at least seventy-five percent (75%) of the voting power of the Association shall decide by vote at a meeting of the Unit Owners of the Association held within sixty (60) days after the taking, not to restore, repair, and replace the taking or damage, then such taking shall be deemed to be and shall be treated as damage or destruction which shall not be repaired or reconstructed as provided for in Section C of Article X hereof, whereupon, the Condominium shall be terminated in the manner therein prescribed, unless otherwise provided by law.

C. Units.

If the taking includes one or more Units or any part or parts thereof, whether or not there is included in the taking any part of the Common Areas and Facilities, then the award shall be disbursed and all related matters, including without limitation, alteration of the percentages of undivided interest of the Unit Owners in the Common Areas and Facilities, shall be handled pursuant to and in accordance with the consent of all Unit Owners expressed in a duly-recorded amendment to this Declaration. The Unit Owner or Owners of any Unit taken shall be deemed to be Unit Owners for the purpose of signing such an amendment. In the event that such an amendment shall not be recorded within ninety (90) days after such taking, the matter of what shall happen to this

Condominium, the disposition of the award, and all other issues arising out of the taking shall be submitted to the Common Pleas Court in the County of Summit, Ohio, for resolution and determination.

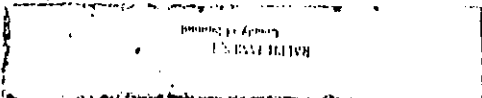
ARTICLE XII  
REHABILITATION AND OTHER IMPROVEMENTS

The Association may, by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power, determine that the Condominium Property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board of Managers of the Association shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a Common Expense. Any Unit Owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the President of the Association within five (5) days after receiving notice of such vote, to receive the fair value of his Unit, less the amount of any liens and encumbrances thereon as of the date such vote is taken and less the amount of any liens and encumbrances filed or otherwise arising against his Unit during the period from the date of such vote to the date of conveyance in return for a conveyance of his Unit, subject to such liens and encumbrances, to the Association. In the event of such election, such conveyance and payment of the consideration therefor, which shall be a Common Expense to the Unit Owners who have not so elected, shall be made within ten (10) days thereafter, and, if such Owner and a majority of the Board of Managers of the Association cannot agree upon the fair value of such Unit, such termination shall be made by the majority vote of three (3) appraisers, one of whom shall be appointed by such Unit Owner, one of whom shall be appointed by the Board of Managers, and the third of whom shall be appointed by the first two appraisers.

ARTICLE XIII  
REMOVAL FROM CONDOMINIUM OWNERSHIP

A. Removal.

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



B. Effect of Removal.

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

ARTICLE XIV  
AMENDMENT OF DECLARATION AND BYLAWS

This Declaration and the Bylaws attached hereto as Exhibit C may be amended upon the filing for record with the Recorder of the County of Summit of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by either the Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association or by the President and the Secretary of the Association together with an affidavit by said officers that the amendment has received the written approval of the Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, or, in the case of an amendment for the purpose of adding to the Condominium Property pursuant to Article XVI hereof, by a duly authorized officer of Developer acting as Attorney-in-Fact for the Unit Owners and their mortgagees as below provided. Such amendment must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and its attached exhibits are recorded and must contain an affidavit by the President of the Association that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Ownership Interest.

Except as hereinbelow provided with respect to amendments for the purpose of making additions to the Condominium Property as provided in Article XVI hereof, no amendment shall have any effect, however, upon Developer, the rights of Developer under this Declaration and Bylaws, or upon the rights of bona fide first mortgagees until the written consent to such amendment of Developer and/or of such mortgagees has been secured. Such consents shall be retained by the Secretary of the Association and his certification in the instrument of amendment as to the names of the consenting and nonconsenting mortgagees of the various Units shall be sufficient for reliance by the general public. If less than all mortgagees consent to an amendment to the Declaration and/or the Bylaws attached hereto as Exhibit C, said amendment or modification shall nevertheless be valid among the Unit Owners, inter sese, provided that the rights of a nonconsenting mortgagee shall not be derogated thereby.

So that Developer may add Parcel No. 2 or portions thereof from time to time but not later than seven (7) years from the date hereof, to the Condominium Property, each Unit Owner and his respective mortgagee, by acceptance of a deed conveying such Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, thereby irrevocably appoints Developer his Attorney-in-Fact coupled with an interest in the Unit and authorizes, directs and empowers such Attorney, at the option of the Attorney, in the event Developer exercises the rights reserved in Article XVI hereof, to

add to the Condominium Property as therein provided, and to execute and record for and in the name of such Unit Owner an amendment or amendments of this Declaration for such purpose, and for and in the name of such respective mortgagees, a consent to such amendment or amendments.

ARTICLE XV  
REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS

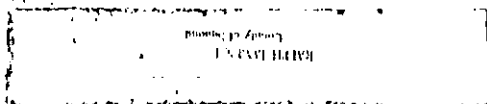
*Amendment  
2-7-05*

A. Abatement and Enjoinment.

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

B. Involuntary Sale.

If any Unit Owner (either by his own conduct or by the conduct of any occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration, the Bylaws, or the rules and regulations of the Association, and such violation shall continue for thirty (30) days after notice in writing from the Association, or shall occur repeatedly during any thirty (30)-day period after written notice or request from the Association to cure such violation, then the Association shall have the power to issue to the defaulting Unit Owner a ten (10)-day notice in writing to terminate the rights of said defaulting Unit Owner to continue as a Unit Owner and to occupy, use or control his Unit and thereupon an action in equity may be filed by the Association against the defaulting Unit Owner for: (a) a decree of mandatory injunction against the Unit Owner or occupant to cure such violation; or (b) subject to the prior consent of any mortgagee having a security interest in the Ownership Interest of the defaulting Unit Owner, which consent shall not be unreasonably withheld, in the alternative, a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all the right, title, and





interest of the Unit Owner in the property shall be sold (subject to the lien of an existing mortgage) at a judicial sale upon such notice and terms as the Court shall establish, except that the Court shall enjoin and restrain the defaulting Unit Owner from re-acquiring his interest at such judicial sale. The Association, however, may acquire said interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's fees, court reporter charges, reasonable attorney's fees, and all other expenses of the proceeding, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Ownership Interest and to immediate possession of the Unit sold and may apply to the Court for an appropriate 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 the interest in the property sold subject to this Declaration and the Bylaws.

ARTICLE XVI  
ADDITIONS TO CONDOMINIUM PROPERTY

A. Option to Add Parcel No. 2 to Condominium Property.

Developer hereby expressly reserves unto itself, its successors and assigns, the option and right to expand the Condominium Property by submitting Parcel No. 2 or portions thereof from time to time, but not later than seven (7) years from the date of the recording of this Declaration, together with the buildings, structures and improvements thereon, all restrictions, easements, rights and appurtenances belonging thereto or to which it is subject, and all articles of personal property existing for the common use of the Unit Owners, to the provisions of this Declaration and the Bylaws and Chapter 5311, and to amend this Declaration as provided in Article XIV hereof, in such respects as Developer may deem advisable and as required by Chapter 5311 in order to effectuate such submission or submissions, including, without limiting the generality of the foregoing, the right to amend this Declaration so as:

- i) To include Parcel No. 2 or portions thereof and the buildings and improvements constructed thereon as part of the Condominium Property;
- ii) To include descriptions of Units and buildings located on Parcel No. 2 or portions thereof in this Declaration and to add Drawings thereof to Exhibit D hereto; and
- iii) To provide that Unit Owners will have an interest in the Common Areas and Facilities of the

Condominium Property and to amend Section B(3) of Article V hereof so as to designate the par value or percentage of interest in the Common Areas and Facilities of the Condominium Property appertaining to each Unit of the Condominium Property at the time of such amendment or amendments, which percentage shall be, with respect to each Unit, in the proportion that the square footage of each Unit at the date said amendment is filed for record bears to the aggregate square footage of the maximum number of Units that may ultimately be part of the Condominium, which determination shall be made by Developer and shall be conclusive and binding on all Unit Owners.

B. Grant of Power-of-Attorney to Developer.

The consent of Unit Owners shall not be required for such expansion and the Developer may proceed with such expansion at its sole option. Each Unit Owner and his respective mortgagee by acceptance of a deed conveying an Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, hereby irrevocably appoints Developer his Attorney-in-Fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option of the Attorney in the event that Developer exercises the option and the rights reserved in this Article XVI, to add, from time to time and at any time within seven (7) years from the filing of this Declaration for record, any part or parts of Parcel No. 2 and the improvements constructed thereon to the Condominium Property as herein provided, to execute, acknowledge and record for and in the name of such Unit Owner an amendment or amendments of this Declaration for such purpose and for and in the name of such respective mortgagee, a consent to such amendment or amendments.

C. Time Limits For Exercise of Option.

The option to expand the Condominium Property shall expire seven (7) years after the recordation of this Declaration, if not sooner exercised, subject to Developer's right to renew the option for an additional seven (7) year period, which right to renew shall be 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 Developer; however, the Developer may at any time prior to the expiration of the seven (7) year period, terminate his option to expand by recording among the land records wherein this Declaration is recorded an executed and notarized document terminating this option.

D. Legal Description of Parcel No. 2.

The additional property, or portions thereof, that may, at the option of Developer, be added to the Condominium Property is Parcel No. 2, the legal description of which is attached hereto and marked "Exhibit B."

BAIRD BARNETT  
COUNTY OF HONOLULU

E. Amount of Land to be Added and Time of Additions.

The Developer need not add all or any portion of Parcel No. 2 to the Condominium Property; however, the Developer may add all or portions of Parcel No. 2 to the Condominium Property and may do so at different times.

F. Location of Improvements.

There are no established or defined limitations as to the location of any improvements that may be made on any portion of the additional property added to the Condominium Property except such limitations as may then be in effect by reason of the laws and lawful rules and regulations of the appropriate governmental bodies and authorities having jurisdiction.

G. Maximum Number of Units.

The structures to be placed on Parcel No. 2 or portions thereof shall contain no more than eighty-nine (89) residential condominium Units. Subject to the foregoing total maximum of Units that may be added to the Condominium Property there is no limit as to the maximum number of dwelling units per acre that may be created on any portion of the additional property added to the Condominium Property other than as may, from time to time, be imposed by law.

H. Non-residential Units.

The maximum percentage of the aggregate land and floor area of all Units not restricted exclusively to residential use that may be created on Parcel No. 2 or portions of Parcel No. 2 that may be added to the Condominium Property is zero, since no such Unit may be so created and added.

I. Compatibility of Structures.

All structures erected on all or any portion of the additional property and added to the Condominium Property will be compatible with structures then on the Condominium Property in terms of quality of construction, the principal materials to be used, and architectural style and design. Comparable style and design shall be deemed to exist if the exterior appearance of the structures on the additional property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not comparable because of changes in the number of dwelling units in a building, or variances in set-backs or locations of structures in relation to other improvements.

J. Types of Improvements.

If all or a portion of the additional property is added to the Condominium Property, drives, sidewalks, yard areas, and other improvements similar to those then on the Condominium Property shall be constructed on that additional property. Improvements other than structures added to the Condominium Property shall not include improvements except of substantially the same kind, style, design and quality as those improvements then on the Condominium Property.

K. Units.

The Units to be created on Parcel No. 2 or any portion thereof that may be added to the Condominium Property pursuant to this Article XVI will be substantially identical to the Units on Parcel No. 1; however, the Developer reserves the right to change the size, design, and mix of the Units in order to meet the requirements of the market.

L. Right to Create or Designate Limited Common Areas and Facilities.

Developer reserves the right with respect to all or any portion of the additional property added to the Condominium Property to create Limited Common Areas and Facilities therein of substantially the same type, size, and number as those areas then so designated as such in the Condominium Property. The precise size and number of such newly created Limited Common Areas and Facilities cannot be ascertained precisely, because those facts will depend on how large each portion added may be, the size and location of the buildings and other improvements on each portion, and other factors presently undetermined.

M. No Other Limitations.

There are no limitations to Developer's rights and options contained in this Article XVI, other than the limitations expressed above.

N. Consent of Unit Owners to Amendment by Developer.

Developer, on its own behalf as the owner of all Units in the Condominium Property and on behalf of all subsequent Unit Owners, hereby consents and approves, and each Unit Owner and his mortgagees by acceptance of a deed conveying such Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, thereby consents to and approves of all of the provisions of this Article XVI, including, without limiting the generality of the foregoing, the amendment of this Declaration by Developer in the manner provided herein; and all such Unit Owners and their mortgagees, upon request of Developer, shall execute and deliver from time to time all such instruments and perform all such

KATHLEEN R. R.  
Secretary of Board

acts as may be deemed by Developer to be necessary or proper to effectuate these provisions.

ARTICLE XVII  
NOTICES TO MORTGAGEES

Any holder or insurer of a first mortgage, upon written request to the Association (which request states the name and address of such holder or insurer and the Unit designation), shall be entitled to timely written notice by the Association of:

1. any proposed amendment of the Condominium organizational documents effecting a change in (a) the boundaries of any Unit, (b) the undivided interest in the Common Areas and Facilities appertaining to any Unit or the liability for Common Expenses appertaining to any Unit, or (c) the purposes to which any Unit or the Common Areas and Facilities are restricted;
2. any proposed termination of the Condominium as a condominium regime;
3. any condemnation or eminent domain proceeding affecting the Condominium Property or any part thereof, of which the Board of Managers obtains notice;
4. any significant damage or destruction to the Common Areas and Facilities or to a Unit securing its mortgage;
5. any decision by the Association not to restore substantial damage or destruction;
6. any decision by the Association to renew or rehabilitate the Condominium Property;
7. any decision by the Association to construct new capital improvements not replacing existing improvements;
8. times and places of Association meetings;
9. any default under the Condominium organizational documents which gives rise to a cause of action against a Unit Owner whose Unit is subject to the mortgage of such holder or insurer, including the non payment of assessments or other charges, where the default has not been cured in sixty (60) days; and
10. any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

ARTICLE XVIII  
MISCELLANEOUS PROVISIONS

A. Covenants Running with Land.

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

B. 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.

C. Severability.

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

D. Time Limits.

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

E. Non-Liability of Developer.

Neither Developer nor its representatives, successors or assigns, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration or by

the Bylaws attached hereto as Exhibit C in Developer's (or its representative's) capacity as developer, contractor, owner, manager, or seller of the Condominium Property, whether or not such claim (i) shall be asserted by any Unit Owner, occupant, the Association, or any person or entity claiming through any of them; or (ii) shall be on account of injury to person or damage to or loss of property, wherever located and however caused; or (iii) shall arise ex contractu or (except in the case of negligence) ex delicto. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Unit Owner, occupant, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure or malfunction or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.).

F. Control of Common Areas and the Association.

The owners of Ownership Interests that have been sold by the Developer will assume control of the Common Areas and Facilities and of the Association as prescribed in Division (C) of Section 5311.08 of the Ohio Revised Code.

G. Developer as Unit Owner.

The Developer assumes the rights and obligations of a Unit Owner in its capacity as owner of Ownership Interests not yet sold, including, without limitation, the obligation to pay Common Expenses attaching to such Ownership Interests, from the date this Declaration is filed for record.

H. Developer's Interest in Common Areas.

Except in its capacity as an owner of unsold Ownership Interests, the Developer does not retain a property interest in any of the Common Areas and Facilities once control of the Condominium Property is assumed by the Association, except that the Developer retains an interest consistent with Section H(6) of Article VI of this Declaration.

I. Escrow of Deposits.

Any deposit or down payment made in connection with the sale of an Ownership Interest will be held in trust or escrow until delivered at settlement or returned to or otherwise credited to the purchaser, or forfeited to the Developer. If a deposit or down payment of Two Thousand Dollars (\$2,000.00) or more is held for more than ninety (90) days, interest at the rate of four and one-half percent (4-1/2%) per annum for any period exceeding

ninety (90) days shall be credited to the purchaser at settlement or upon return or other credit made to the purchaser, or added to any forfeiture to the Developer.

Deposits and down payments held in trust or escrow pursuant to this Section I shall not be subject to attachment by creditors of the Developer or a purchaser.

J. Warranties.

1. The Developer will furnish to Unit purchasers a two-year warranty covering the full cost of labor and materials for any repair or replacement of roof and structural components, and mechanical, electrical, plumbing, and common service elements serving the Condominium Property as a whole, occasioned or necessitated by a defect in material or workmanship.

2. The Developer will furnish to Unit purchasers a one-year warranty covering the full cost of labor and materials for any repair or replacement of structural, mechanical, and other elements pertaining to each Unit, occasioned or necessitated by a defect in material or workmanship.

3. The Developer will assign to individual Unit purchasers all rights of the Developer in all guarantees or warranties issued by any manufacturer of appliances installed and furnished as part of the individual Unit by the Developer.

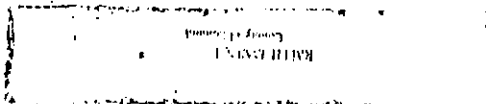
4. The Developer will assign to individual Unit purchasers all rights of the Developer in all warranties made to the Developer that exceed time periods specified in this Section J with respect to any part of the Unit or Common Areas and Facilities.

K. Technical Corrections.

Developer reserves the right to amend this Declaration, the the purpose of making technical corrections without the consent of the Unit Owners as required by Article XIV of the Declaration.

L. Headings.

The heading to each Article and to each Section hereof is inserted only as a matter of convenience and for reference and in no way defines, limits or describes the scope or intent of this Declaration nor in any way affects this Declaration.





M. Interpretation.

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

IN WITNESS WHEREOF, the Developer has executed this Declaration this 4th day of October, 1984.

Signed and Acknowledged  
In the Presence of:

Developer - Indian Hills Development  
Company

Jay P. Porter  
Secretary

By: Ljubomir Zarkovacki - President

and

Jay P. Porter  
Secretary

By: John Zarkovacki - Secretary

STATE OF OHIO )  
                  ) SS  
SUMMIT COUNTY )

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above named Indian Hills Development Company by Ljubomir Zarkovacki, President, and John Zarkovacki, Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of the corporation and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Akron, Ohio, this 4th day of October, 1984.

Jay P. Porter  
Notary Public

JAY PAUL PORTER, Attorney  
Notary Public - State of Ohio  
My commission has no expiration date  
S.C. 147.03 h.c.

SUBMISSION OF MORTGAGEE

Peoples Federal Savings and Loan Association is mortgagee of certain real estate, including Parcel No. 1, the real property submitted by this Declaration to the condominium form of ownership provided by Chapter 5311 of the Ohio Revised Code. The undersigned hereby submits that part of its mortgage which relates to Parcel No. 1 to the foregoing Declaration and the Bylaws and Drawings attached thereto and to the provisions of Chapter 5311 of the Ohio Revised Code.

Signed and Acknowledged  
In The Presence of:

Peoples Federal Savings and  
Loan Association

Miriam Stutzman  
Sheila A. Kline

By William J. Courson  
Its CHAIRMAN AND PRESIDENT

And

Miriam Stutzman  
Sheila A. Kline

By Melvin W. Stummer  
Its SENIOR VICE PRESIDENT & SECRETARY

STATE OF OHIO )  
                          ) SS  
Wayne COUNTY)

BEFORE ME, a Notary Public in and for the said county and state, personally appeared William J. Courson, the Chairman & President, and Melvin W. Stummer, the Senior Vice President & Secretary of Peoples Federal Savings and Loan Association, who, having been first duly sworn, acknowledged that they did sign the foregoing Submission of Mortgagee and that the same was their free act and deed individually as such officers and the free act and deed of said Association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Wooster, Ohio, this 4th day of October, 1984.

SHEILA A. KLINE  
Notary Public, State of Ohio  
My Commission Expires June 23, 1988

Sheila A. Kline  
Notary Public

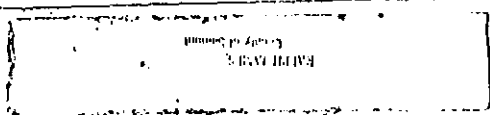


EXHIBIT A

PARCEL NO. 1

(SUBPHASE 1a)

Situated in the City of Akron, County of Summit and State of Ohio and being part of Lot 2, West of the Cuyahoga River, formerly in Northampton Township and being more particularly described as follows: Beginning at a boat spike found at the intersection of the centerline tangent of Smith Road and the centerline of Sourek Road; thence along the centerline of Sourek Road, N03°56'00"E for a distance of 644.09 feet to the true point of beginning of the parcel herein being described; thence continuing along the centerline of Sourek Road, N03°56'00"E for a distance of 237.93 feet to a one inch in outer diameter steel pipe found at the southwest corner of a 5.6 acre parcel now or formerly owned by Ohio Edison Company as described in Volume 3167, Page 7 of the Summit County Deed Records; thence along the south line of said 5.6 acre parcel, S80°00'42"E for a distance of 220.23 feet; thence S03°56'00"W for a distance of 419.87 feet; thence S84°04'00"W for a distance of 191.84 feet; thence N03°56'00"E for a distance of 50.75 feet; thence N84°04'00"E for a distance of 141.09 feet; thence N03°56'00"E for a distance of 163.12 feet; thence N86°04'00"W for a distance of 169.00 feet to the true point of beginning and containing 1.540 acres.

EXHIBIT B

PARCEL NO. 2

Situated in the City of Akron, County of Summit and State of Ohio and being part of Lot 2, West of the Cuyahoga River, formerly in Northampton Township and being more particularly described as follows: Beginning at a boat spike found at the intersection of the centerline tangent of Smith Road and the centerline of Sourek Road; thence along the centerline of Sourek Road, N03°56'00"E for a distance of 644.09 feet; thence S86°04'00"E for a distance of 169.00 feet; thence S03°56'00"W for a distance of 163.12 feet; thence S84°04'00"W for a distance of 141.09 feet; thence S03°56'00"W for a distance of 50.75 feet; thence N84°04'00"E for a distance of 191.84 feet; thence N03°56'00"E for a distance of 419.87 feet; thence along the south line of 5.6 acre parcel now or formerly owned by Ohio Edison Company as described in Volume 3167, Page 7 of the Summit County Deed Records, S80°00'42"E for a distance of 514.60 feet to a 5/8 inch rebar found; thence S03°42'42"W for a distance of 384.42 feet to a 5/8 inch rebar found; thence S03°32'36"W for a distance of 396.08 feet to the centerline of Smith Road and passing over a 3/4 inch pinched top steel pipe found 30.00 feet from said centerline; thence along the centerline of Smith Road, N87°21'27"W for a distance of 54.80 feet to an angle point; thence continuing along said centerline and the centerline tangent, N87°59'10"W for a distance of 680.51 feet to the point of beginning and containing 12.433 acres.