DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

INDEPENDENCE PLACE WEST CONDOMINIUM

This will certify that copies of this Declaration with the By-Laws and Drawings attached thereto as Exhibits A and B respectively, have been filed in the office of the County Auditor, Cuyahoga County, Ohio.

September 18, 1973

Beatrice Whitmore, Deputy Auditor

THIS INSTRUMENT PREPARED BY:

CARLISLE & BIRGE
BY: GERALD K. CARLISLE
& HARVEY S. MORRISON
ATTORNEYS AT LAW
1525 LEADER BUILDING
CLEVELAND, OHIO 44114
861-5282

INDEX

DECLARATION OF CONDOMINIUM OWNERSHIP FOR INDEPENDENCE PLACE WEST CONDOMINIUM

		Page
I.	LEGAL DESCRIPTION AND DEFINITIONS.	
	A. Legal Description of the Premises.	2
	B. Definitions..	2-3
II.	NAME.	4
III.	THE PURPOSE OF AND RESTRICTIONS ON USE OF CONDOMINIUM PROPERTY.	
	A. Purpose.	4
	B. Restrictions.	P7
IV.	GENERAL DESCRIPTION OF BUILDINGS.	6-7
V.	INFORMATION ABOUT FAMILY UNITS.	7-8
VI.	COMMON AREAS AND FACILITIES.	
	A. Description.	8
	B. Ownership of Common Areas and Facilities.	8-10
	C. The Use of Common Areas and Facilities.	10
VII.	LIMITED COMMON AREAS AND FACILITIES AND EXCLUSIVE USE AREAS.	
	A. Limited Common Areas.	10-11
	B. Exclusive Use Areas.	11
	C. Exclusive Use Areas for Patio Use.	11-12
VIII.	UNIT OWNERS ASSOCIATION.	12-13
	A. Board of Managers.	13
	B. Administration of Condominium Property.	13
IX.	STATUTORY AGENT.	13-14
X.	ADDITIONS TO CONDOMINIUM PROPERTY.	14-15
XI.	AMENDMENT OF DECLARATION.	15-16
XII.	MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS.	
	A. Responsibility of the Association.	16-17
	B. Family Unit Owner.	17-18
	C. Construction Defects.	18
	D. Effect of Insurance or Construction Guarantees.	18
XIII.	EASEMENTS.	
	A. Encroachments.	18-19
	B. Maintenance Easements.	19
	C. Easements for Certain Utilities.	19
	D. Easements through Walls within Family Units.	20
	E. Easements to Run with Land.	20
	F. Reference to Easements in Deeds.	20
XIV.	ASSESSMENTS AND LIEN OF ASSOCIATION.	
	A. General.	20
	B. Division of Common Profits and Common Expenses.	20
	C. Non-Use of Facilities.	20-21
	D. Lien of Association.	21
	E. Priority of Association's Lien.	21
	F. Dispute as to Common Expenses.	21-22
	G. Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses.	22
	H. Liability for Assessments upon Voluntary Conveyance.	22

		PAGE
XV.	HAZARD INSURANCE.	
	A. Fire and Extended Coverage Insurance.	22-24
	B. Sufficient Insurance.	24
	C. Insufficient Insurance.	24-25
	D. Non-Restoration of Damage or Destruction.	26
XVI.	LIABILITY INSURANCE.	26-27
XVII.	REHABILITATION AND RENEWAL OF OBSOLETE PROPERTY.	27
XVIII.	REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS.	
	A. Abatement and Enjoinment.	28
	B. Involuntary Sale.	28-29
XIX.	SALE, LEASE, RENTAL OR OTHER DISPOSITION.	
	A. Sale or Lease.	29-30
	B. Gift.	30
	C. Devise.	30-32
	D. Involuntary Sale by Third Party Action.	32-33
	E. Consent of Voting Members.	33
	F. Release, Waiver, and Exceptions to Option.	33-34
	G. Proof of Termination of Option.	34
	H. Financing of Purchase under Option.	34
	I. Title to Acquired Interests.	34-35
XX.	MISCELLANEOUS PROVISIONS.	35-37

DECLARATION OF CONDOMINIUM OWNERSHIP FOR
INDEPENDENCE PLACE WEST CONDOMINIUM

WHEREAS, CARL MILSTEIN, TRUSTEE, herein after referred to as "Declarant" is the owner in fee simple of the real property hereinafter described as Parcel I together with all buildings, improvements and other permanent fixtures situated thereon and appurtenances thereto; and

WHEREAS, it is the desire of Declarant to submit Parcel I to the provisions of Chapter 5311 of the Ohio Revised Code for Condominium Ownership and thereby establishing for the mutual benefit of all future owners, mortgagees or occupants of Parcel I certain easements and mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance of said property and require that the occupants shall hold their interests in Parcel I subject to the conditions, rights, easements, privileges and restrictions of public record and as hereinafter set forth in this Declaration as well as the By-Laws and Articles of Incorporation of Independence Place West Condominium Association of which a true copy of said By-Laws are attached hereto as Exhibit A and made part hereof as though fully rewritten herein at length; and

WHEREAS, Declarant is the owner of Parcel Ia (hereinafter described), which lies south and west of Parcel I, Parcel II (hereinafter described), which lies south of Parcel I, and Parcel IIa (hereinafter described), which lies immediately south of Parcel II and Parcel III (hereinafter described) which lies immediately south of Parcel IIa and upon which Parcels Declarant proposes to construct improvements for residential use, and

WHEREAS, Declarant has unexercised options to purchase additional premises hereinafter described as Parcel IV and Parcel V, which are adjacent to Parcel I, Ia, II, IIa, and III, upon which Declarant intends to construct improvements for residential use, if the options are exercised, and

WHEREAS, Declarant desires to provide for the future submission of Parcel Ia, II, IIa and III, IV and V, together with the improvements to be constructed thereon, to the provisions of said Chapter 5311 of the Ohio Revised Code.

NOW, THEREFORE, Declarant hereby declares as follows:

I. <u>LEGAL DESCRIPTION AND DEFINITIONS</u>.

A. <u>Legal Descriptions</u>:

1) The legal description of Parcel I is attached hereto as Exhibit C1.
2) The legal description of Parcel Ia is attached hereto as Exhibit C2.
3) The legal description of Parcel II is attached hereto as Exhibit C3.
4) The legal description of Parcel IIa is attached hereto as Exhibit C4.
5) The legal description of Parcel III is attached hereto as Exhibit C5.
6) The legal description of Parcel IV is attached hereto as Exhibit C6.
7) The legal description of Parcel V is attached hereto as Exhibit C7.

B. <u>Definitions</u>: The terms used herein and in the By-Laws attached hereto shall have the meanings stated in the Condominium Act of The State of Ohio as set forth in Chapter 5311 of The Ohio Revised Code, and requires or specifies:

(1) "Association" means the Independence Place West Condominium Owners' Association, Inc. which is a unit owners association, as defined in Section 5311.01 (J), Ohio Revised Code.

(2) "Buildings" means all of the structures presently constructed on Parcel I as set forth in Exhibit B-1 through B-21, provided, however, when and if Parcel Ia buildings have been added to the Condominium Property pursuant to the provisions of Article X hereof, the term "Buildings" shall also include Parcel Ia buildings; and when and if Parcel II buildings have been added to the Condominium Property pursuant to the provisions of Article X hereof, the term "Buildings" shall also include Parcel II buildings ; and when and if Parcel IIa buildings have been added to the Condominium Property pursuant to the provisions of Article X hereof, the term "Buildings" shall also in- Parcel IIa Buildings; and when and if Parcel III buildings have been added to the Condominium Property pursuant to the provisions of Article X hereof, the term "Buildings" shall also include Parcel III buildings; and when and if Parcel IV buildings have been added to the Condominium Property pursuant to the provisions of Article X hereof, the term "Buildings" shall also include Parcel IV buildings; and when and if Parcel V buildings have been added to the Condominium Property pursuant to the provisions of Article X hereof, the term "Buildings" shall also include Parcel V buildings.

(3) <u>"Condominium Property"</u> means Parcel I, Parcel I Buildings and all other improvements thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners; provided, however, when and if Parcel Ia has been added to this Condominium Property pursuant to the provisions of Article X hereof, the term "Condominium Property" shall also include Parcel Ia, Parcel Ia Buildings and all other improvements thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, and when and if Parcel II has been added to the Condominium Property pursuant to the provisions of Article X hereof, the term "Condominium Property" shall also include Parcel II, Parcel II Buildings and all other improvements thereon, all easements, rights and appurtenances belonging thereto and all articles of personal property existing thereon for the common use of the Unit Owners, and when and if Parcel IIa has been added to the Condominium Property pursuant to the provisions of Article X hereof, the term "Condominium Property" shall also include Parcel IIa, Parcel IIa Buildings, and all other improvements thereon, all easements, rights and appurtenances belonging thereto and all articles of personal property existing thereon for the common use of the Unit Owners, and when and if Parcel III has been added to the Condominium Property pursuant to the provisions of Article X hereof, the term "Condominium Property" shall also include Parcel III, Parcel III Buildings and all other improvements thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common

the term "Condominium Property" shall also include Parcel IV, Parcel IV Buildings and all other improvements thereon, all easements, rights, and appurtenances belonging thereto and all articles of personal property existing thereon for the common use of the Unit Owners: and when and if Parcel V has been added to the Condominium Property pursuant to the provisions of Article X hereof, the term "Condominium Property" shall also include Parcel V, Parcel V Buildings and all other improvements thereon, all easements, rights, and appurtenances belonging thereto and all articles of personal property existing thereon for the common use of the Unit Owners.

(4) "Drawings" means the drawings attached to this Declaration as Exhibit B1 through B21, which were certified by Robert J. Bohning, Registered Surveyor and Monroe Schwartz, Registered Architect, or, when and if amended pursuant to Article X hereof, as so amended.

(5) "Family Unit" means the same as the word "Unit" as defined in Section 5311.01 (G) Ohio Revised Code.

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

(7) "Parcel I" means the land described in Article I, Paragraph A1 hereof.

(8) "Parcel Ia" means the land described in Article I, Paragraph A2 hereof.

(9) "Parcel II" means the land described in Article I, Paragraph A3 hereof.

(10) "Parcel IIa" means the land described in Article I, Paragraph A4 hereof.

(11) "Parcel III" means the land described in Article I, Paragraph A5 hereof.

(12) "Parcel IV" means the land described in Article I, Paragraph A6 hereof.

(13) "Parcel V" means the land described in Article I, Paragraph A7 hereof.

(14) "Parcel I Buildings" means the structures and other facilities constructed on Parcel I.

(15) "Parcel Ia Buildings" means the structures and other facilities which the Declarant constructs on Parcel Ia pursuant to the provisions of Article X hereof.

(16) "Parcel II Buildings" means the structures and other facilities which the Declarant constructs on Parcel II pursuant to the provisions of Article X hereof.

(17) "Parcel IIa Buildings" means the structures and other facilities which the Declarant constructs on Parcel IIa pursuant to the provisions of Article X hereof.

(18) "Parcel III Buildings" means the structures and other facilities which the Declarant constructs on Parcel III pursuant to the provisions of Article X hereof.

(19) "Parcel IV Buildings" means the structures and other facilities which the Declarant constructs on Parcel IV pursuant to the provisions of Article X hereof.

(20) "Parcel V Buildings" means the structures and other facilities which the Declarant constructs on Parcel V pursuant to the provisions of Article X hereof.

(21) "Quadriplex" means each structure containing four (4) Family Units.

II. NAME.

The Condominium Property shall be known as INDEPENDENCE PLACE WEST CONDOMINIUM.

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

A. PURPOSE.

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

B. RESTRICTIONS.

(1) There shall be no obstruction of the Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities without the prior consent of the Association except as hereinafter expressly provided.

(2) HAZARDOUS USES AND WASTE. Nothing shall be done or kept in any Family Unit or in the Common Areas and Facilities which will increase the rate of insurance of the building, or contents thereof, applicable for residential use, without the prior written consent of the Association. No Family Unit owner shall permit anything to be done or kept in his Family Unit or in the Common Areas and Facilities which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste shall be committed of the Common Areas and Facilities.

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

originally provided by Declarant.

(4) ANIMALS AND PETS. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Family Unit or in the Common Area and Facilities, except that dogs, cats or other household pets may be kept in Family Units, subject to rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions, upon three (3) days written notice from the Board of Managers of the Association.

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

(6) IMPAIRMENT OF STRUCTURAL INTEGRITY OF BUILDING. Nothing shall be done in any Family Unit or in, on or to the Common Areas and Facilities, which will impair the structural integrity of the building or which would structurally change the buildings.

(7) LAUNDRY OR RUBBISH IN COMMON AREAS 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 rubbish, debris and other unsightly materials.

(8) LOUNGING OR STORAGE IN COMMON AREAS AND FACILITIES. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Areas and Facilities except in accordance with rules and regulations therefor adopted by the Association.

(9) PROHIBITED ACTIVITIES. No industry, business, trade, occupation or porfession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Condominium Property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part

of the Condominium Property; provided however, that for a period of two years following the date of recording this Declaration, the right is reserved by Declarant or its agent to use one or more Units for business or promotional purposes, including clerical activities, sales offices, model units and the like, in connection with the original sale or other disposition of said units. For said period the further right is reserved to place "For Sale" or "For Rent" signs on any unsold or unoccupied Family Units. In addition, the right is hereby given the Association or its representative to place "For Sale" or "For Rent" signs on any Family Unit or on the Condominium Property, for the purpose of facilitating the disposal of Family Units by any Family Unit owner, mortgagee or the Association.

(10) ALTERATION OF COMMON AREAS AND FACILITIES. Nothing shall be altered or constructed in or removed from the Common Areas and Facilities except as hereinafter provided and except upon the written consent of the Association.

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

IV. GENERAL DESCRIPTION OF BUILDINGS

Each quadoiplex contains four (4) Family Units, and four (4) attached garages, as shown in the drawings annexed hereto and indentified as Exhibits B1 though B 21 . Said buildings are of frame construction with aluminum siding. There are five basic styles of quadriplex buildings, as follows:

A. Style C--

A basementless four-unit building, with the following configuration:

1. "FRANKLIN" type unit-Contains 967± square feet, plus 276± square feet in the attached garage. Living space includes living room,

dining area, kitchen, two bedrooms and one bath. This is a single floor "ranch-type" unit at ground level.

2. "REVERE" type unit-Contains 990± square feet plus 348± square feet in the attached garage. Living space includes living room, dining area, kitchen, two bedrooms and one bath. This is a second floor "flat."

3. "JEFFERSON" type unit-Contains 1,028± square feet plus 244± square feet in the attached garage. Living space includes living room, dining area, kitchen, two bedrooms and one and a half baths. This is a two story "town house."

4. "WASHINGTON" type unit-Contains 1241± square feet plus 280± square feet in the attached garage. Living space includes living room, dining room, kitchen area, three bedrooms and two baths. This is a two-story "townhouse" with a "mother-in-law" suite.

B. Style CX--

This design is identical to Style C, except that the town-house units each have a basement containing 495± square feet.

C. Style D--

A basementless four-unit building with the following configuration:

Four (4) "HARRISON" type units-- Each unit contains 1,264± square feet plus 312± square feet in the attached garage. Living area includes living room, dining area, kitchen area, three bedrooms and a bath and a half. This is a two-story town house design.

D. Style DX--

This design is identical to Style D, except that each unit has a basement containing 583± square feet.

E. Style E--

A basementless four-unit building with the following configuration:

Four (4) "SHERMAN" type units-Each unit contains 1,342± square feet plus 312± square feet in the attached garage. Living area includes living room, dining area, kitchen, three bedrooms and two baths. This is a two-story "town house" design.

V. DESCRIPTION OF FAMILY UNITS.

Each of the Family Units shall consist of all of the space bounded by the undecorated surfaces of the perimeter walls, perimeter floors, projected, if necessary, by reason of structural divisions such as interior walls, and other partitions or roof rafters to constitute a complete enclosure of space, provided that, wherever such undecorated surfaces consist of 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 of the perimeters of the unit. The exact layout and dimensions of such units are shown on Exhibit "B" incorporated

herein and include without limitation:

(1) The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and any other finishing material applied to floors, ceilings and interior and perimeter walls;

(2) All windows, screens and doors, including the frames, sashes and jams, and the space occupied thereby;

(3) All fixtures located within the bounds of a Family Unit, installed in and for the exclusive use of said unit commencing at the point of disconnection from the structural body of the quadriplex and from utility pipes, lines or systems serving the entire quadriplex or more than one unit thereof;

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

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

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

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

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

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

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

VI. COMMON AREAS AND FACILITIES.

A. DESCRIPTION. Except as otherwise in this Declaration provided, the Common Area and Facilities shall consist of all parts of the Condominium Property except the Units including, but not limited to foundations, roofs gutters, downspouts, exterior lighting fixtures, installations of central services such as outside lighting, cold water for each building, yards surface parking areas, roads, walks and storage spaces for rubbish disposal and all repairs and replacements of any of the foregoing.

B. OWNERSHIP OF COMMON AREAS AND FACILITIES. The Common Areas and Facilities shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No action for partition of any part of the Common Areas and Facilities shall be maintainable, except as specifically provided in Chapter 5311 of the Ohio Revised Code, nor may

any Unit Owner otherwise waive or release any rights in the Common Areas and Facilities; provided, however, that if any Units shall be owned by two (2) or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Unit Ownership as between such co-owners.

Until amended as provided in Articles X and XI, the percentage of interest in the Common Areas and Facilities of each Unit, as determined by Declarant in accordance with the provisions of Chapter 5311 of the Ohio Revised Code shall be as follows:

UNIT	TYPE OF UNIT	PERCENTAGE OF COMMON AREA
BUILDING NO. 1	**BUILDING STYLE C**	
a.	Franklin	2.355
b.	Revere	2.254
c.	Jefferson	2.299
d.	Washington	2.530
BUILDING NO. 2	**BUILDING STYLE C**	
a.	Franklin	2.355
b.	Revere	2.254
c.	Jefferson	2.299
d.	Washington	2.530
BUILDING NO. 3	**BUILDING STYLE D**	
a.	Harrison	2.530
b.	Harrison	2.530
c.	Harrison	2.530
d.	Harrison	2.530
BUILDING NO. 4	**BUILDING STYLE CX**	
a.	Franklin	2.355
b.	Revere	2.254
c.	Jefferson-basement	2.485
d.	Washington-basement	2.714
BUILDING NO. 5	**BUILDING STYLE E**	
a.	Sherman	2.622
b.	Sherman	2.622
c.	Sherman	2.622
d.	Sherman	2.622
BUILDING NO. 6	**BUILDING STYLE DX**	
a.	Harrison-basement	2.714
b.	Harrison-basement	2.714
c.	Harrison-basement	2.714
d.	Harrison-basement	2.714
BUILDING NO. 7	**BUILDING STYLE C**	
a.	Franklin	2.355
b.	Revere	2.254
c.	Jefferson	2.299
d.	Washington	2.530

BUILDING NO. 11 BUILDING STYLE C

UNIT	TYPE OF UNIT	PERCENTAGE OF COMMON AREA
a.	Franklin	2.355
b.	Revere	2.254
c.	Jefferson	2.299
d.	Washington	2.530

BUILDING NO. 14 BUILDING STYLE E

UNIT	TYPE OF UNIT	PERCENTAGE OF COMMON AREA
a.	Sherman	2.622
b.	Sherman	2.622
c.	Sherman	2.622
d.	Sherman	2.622

BUILDING NO. 15 BUILDING STYLE E

UNIT	TYPE OF UNIT	PERCENTAGE OF COMMON AREA
a.	Sherman	2.622
b.	Sherman	2.622
c.	Sherman	2.622
d.	Sherman	2.622

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

C. THE USE OF COMMON AREAS AND FACILITIES. Each Unit Owner shall have the right to use the Common Areas and Facilities in accordance with the purposes for which they are intended and for all purposes incident to the use and occupancy of his Unit, and such rights shall be appurtenant to and run with his Unit; provided, however, that no person shall use the Common Areas and Facilities or any part thereof in such manner as to interfere with or restrict or impede the use thereof by other entitled to the use thereof.

VII. LIMITED COMMON AREAS AND FACILITIES AND EXCLUSIVE USE AREAS.

A. LIMITED COMMON AREAS. Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy the Limited Common Areas

and Facilities located within the bounds of his Unit or which serve only his Unit. The Limited Common Areas and Facilities with respect to each Unit shall consist of:

(1) All interior walls, doors, floors and ceilings located within the bounds of each Unit, excluding the structural and component parts thereof as well as all glass and screens within windows and doors as well as storm doors and windows (if any) within the perimeter walls of each Unit;

(2) All ducts and plumbing, electrical and other fixtures, equipment and appurtenances including heating and air-conditioning systems and control devices located within the bounds of each Unit or which serve only such Unit;

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

(4) All other Common Areas and Facilities as may be located within the bounds of such Unit and which serve only such Unit.

No Unit Owner, however, shall decorate, paint or apply any finishing or material to the surface of any exterior door (other than a glass door) except that the Unit Owner may clean the interior and exterior surfaces of any window or glass door.

B. EXCLUSIVE USE AREAS. Each Unit Owner is hereby granted an exclusive irrevocable license to use and enjoy such Exclusive Use Areas as the Trustees may allocate to such Owner; provided, however, that the Trustees may at any time and from time to time revoke such license and re-assign the use of such areas in accordance with such standards as it may establish from time to time, except for patio areas as hereinafter described.

C. EXCLUSIVE USE AREAS FOR PATIO USE. It is anticipated that hereafter, in addition to the patio areas as now exist, additional enclosed or open patio facilities may be desired by various Unit Owners. The Board is empowered and subject to the terms hereof, shall permit Unit Owners to construct patio facilities for the exclusive use of said Unit Owners upon such portions of the Common Areas and Facilities as may be designated by the Board so long as said area abuts at least one exterior wall of either the living or garage Unit owned by the applicant. Each application for such patio facility by a Unit Owner shall be accompanied by a plan showing the area desired by the applicant for his exclusive use and detailed plans and specifications showing what the Owner desires to

construct in said area. Except as provided for herein, the Board shall have the uncontrolled discretion to establish standards to which all patios must conform including but not limited to size, fencing materials, heights of fences, exterior color of fences, patio floor material and the amount and type of lighting permitted in said areas. After an applicant's plans have been approved by the Board and prior to the construction of any patio areas, the Unit Owner and the Association shall enter into a contract which, in addition to Rules and Regulations as to the use thereof which may be established by the Association, shall provide:

(1) That the cost of construction of such patio facilities shall be borne solely by the Unit Owner desiring the same and a representation of said Owner that he has sufficient funds to pay for same;

(2) That upon construction, such patio facilities shall be and continue to be a part of the Common Areas and Facilities provided, however, that such Unit Owner shall have the exclusive right and easement to use and occupy the patio facilities for which he has paid the cost of the construction thereof and to that extent, it shall be considered an exclusive use area;

(3) That such Unit Owner shall pay a special assessment to the Association which shall have the same force and effect and shall be collectable in the same manner as other assessments. Such assessments shall be based upon the cost of maintaining the exterior of patio facilities, the cost of additional insurance therefor, and his proportionate share of the real estate taxes and assessments properly allocable thereto. That portion of such special assessment which shall represent the increase in real estate taxes attributable to the patio facility shall be held by the Association in a segregated fund and shall be distributed to or applied for the use of such family Unit Owners who do not possess patio facilities in whatever equitable manner the Association may determine;

(4) That the exclusive right and easement granted to the Unit Owner to use and occupy the patio facility shall be transferrable by him to the purchaser of his Unit, but to no other person;

(5) The agreement shall contain such other terms and conditions as may be deemed desirable by the Board or the Association.

VIII. UNIT OWNERS ASSOCIATION.

Declarant shall cause to be formed an Ohio corporation not for profit to be called "Independence Place West Condominium Owners' Association, Inc." which shall administer the Condominium Property. Each Family Unit owns

upon acquisition of title to a Family Unit, including Declarant, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Family Unit ownership, at which time the new owner of such Family Unit automatically shall become a member of the Association. Each Family Unit shall be entitled to one vote.

A. BOARD OF MANAGERS. The Board of Managers and officers of the Association elected as provided in the By-Laws of the Association attached hereto as Exhibit "A" shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, by the By-Laws and by this Declaration upon the Association, 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 By-Laws attached hereto as Exhibit "A".

B. ADMINISTRATION OF CONDOMINIUM PROPERTY. The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the By-Laws of the Association which are attached hereto as Exhibit "A". Each Owner, tenant or occupant of a Family Unit shall comply with the provisions of the general law, this Declaration, the By-Laws, 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.

IX. STATUTORY AGENT.

The person to receive service of process for the Association shall be GERALD K. CARLISLE, having a place of business at 1525 Leader Building, Cleveland, Ohio. In the event GERALD K. CARLISLE is not registered with the Secretary of State of Ohio as Statutory Agent for Independence Place West Condominium Owners' Association, Inc., an Ohio corporation not for profit,

the person to receive such service shall be the statutory agent for such corporation.

X. ADDITIONS TO CONDOMINIUM PROPERTY.

Declarant contemplates constructing certain residential structures and other improvements (herein called "Parcel Buildings") on Parcels Ia, II, II and III, IV, and V as described in Exhibits "C2 through C7" attached hereto, said improvements to be substantially similar to the residential structures and other improvements constructed on Parcel I (herein called Parcel I Buildings"), and submitting said Parcels Ia, II, IIa, III, IV, and V, together with Parcels Ia, II, IIa, III, IV, and V Buildings and all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners to the provisions of this Declaration and Chapter 5311, so that the same will become in all respects part of the Condominium Property. Declarant hereby reserves the right at any time within a period of five (5) years, commencing on the date this Declaration is filed for record, that Declarant determines to take the action so contemplated (A) to submit anyone or all of said parcels together with Parcel Buildings thereon containing the units as set forth in the drawings, which shall not exceed four hundred forty four (444) Units and recreational building and swimming pool, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners to the provisions of this Declaration and Chapter 5311, and (B) to amend this Declaration, in the manner provided in Article XI hereof, in such respects as Declarant may deem advisable in order to effectuate such submission or submissions, including, without limiting the generality of the foregoing, the right to amend this Declaration so as (1) to include Parcels Ia, II, IIa, III, IV, and/or Parcel V or any of them and the improvements constructed thereon as part of the Condominium, (2) to include descriptions of Parcel Buildings in this Declaration and to add drawings thereof to Exhibit B hereto, and (3) to provide that the owners of Units in the Buildings will have an interest in the Common Areas and Facilities of the Condominium Property and (4) to amend Article VI, paragraph B hereof so as to establish the percentage of interest in the Common Areas and Facilities which the owners of all Units within the Buildings on the Condominium Property will have at the time of such amendment or amendments,

which percentage shall be, with respect to each Unit, in the proportion that the fair market value of each Unit at the date said amendment is filed for record bears to the then aggregate value of all the Units within the Buildings on the Condominium Property, which determination shall be made by Declarant and shall be conclusive and binding upon all Unit Owners. The number of proposed Units to be constructed on each Parcel is as follows: Parcel Ia - 20 Units; Parcel II - 34 Units; Parcel IIa - Recreational Facilities; Parcel III - 160 Units; Parcel IV - 88 Units; Parcel V - 112 Units. Declarant, on its own behalf as the owner of all Units in the Condominium Property and on behalf of all subsequent Unit Owners, hereby consents and approves, and each Unit Owner and his mortgagees by acceptance of a deed conveying such Ownership interest or a mortgage encumbering such Ownership interest, as the case may be, thereby consents to and approves, the provisions of this Article X, including, without limiting the generality of the foregoing, the amendment of this Declaration by Declarant in the manner provided in Article XI hereof, and all such Unit Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate said provisions.

XI. AMENDMENT OF DECLARATION.

A. AMENDMENT UNDER ARTICLE X. Each Unit Owner and his respective mortgagees by acceptance of a deed conveying such Ownership interest or a mortgage encumbering such Ownership interest, as the case may be, hereby irrevocably appoints Declarant, 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 Declarant exercises the rights reserved in Article X hereof to add to the Condominium Property as therein provided, to execute, acknowledge and record for and in the name of such respective mortgagees, a consent to such amendment or amendments.

B. ALL OTHER AMENDMENTS. This Declaration may also be amended upon the filing for record with the Recorder of Cuyahoga County of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by Unit Owners representing no less than seventy-five percent (75%) of the aggregate interest in the Common Areas and Facilities as set

forth in Article VI, paragraph B hereof, or in the case of an amendment for the purpose of adding to the Condominium Property pursuant to Article X hereof, by the Declarant acting as attorney-in-fact for the Unit Owners and their mortgagees as above 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 or the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit ownership. Except as hereinable provided with respect to amendments for the purpose of making additions to the Condominium Property as provided in Article X hereof, no amendment shall have any effect, however, upon Declarant, the rights of Declarant under this Declaration and upon the rights of bona fide mortgagees until the written consent of Declarant and/or such mortgagees to such amendment has been secured. Such consents shall be retained by the Secretary of the Association or the Declarant, as the case may be, and his certification in the instrument of amendments as to the consent or non-consent of Declarant and the names of the consenting and non-consenting mortgagees of the various Units may be relied upon by all persons for all purposes.

XII. MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS.

A. RESPONSIBILITY OF THE ASSOCIATION. The management, maintenance repairs and replacement of the Common Areas and Facilities shall be the responsibility of the Association, but the Association shall, engage a professional management company to discharge such responsibilities. Such delegation shall be evidenced by a management contract which shall not exceed three (3) years in duration and which shall provided for the payment of reasonable compensation to said managing agent as a common expense. Upon the expiration of the initial term, the management contract may be renewed from time to time for successive periods, no one of which shall exceed three (3) years. All mortgagees shall be given.

written notice by the Association of the name and address of any new management company at least 30 days prior to the employment of said company. The Declarant may, after this Declaration is filed, cause a contract to be entered into with a management agent for the initial two (2) year term. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions of the Common Areas and Facilities located within the bounds of a Unit, excluding, however, the interior surfaces of the perimeter walls, floors, doors and ceilings and the surfaces of any interior walls which are part of the Common Areas and Facilities and other portions of the Common Areas and Facilities within its bounds, the maintenance, repair or replacement of which is the responsibility of a Unit Owner under any other provision of this Declaration. Nothing herein contained shall be deemed to impose any contractual liability on the Association for the maintenance, repair or replacement of the Common Areas and Facilities or any portion thereof, but the Association's liability shall be limited to damages resulting from negligence.

B. FAMILY UNIT OWNER. The responsibility of each Family Unit owner shall be as follows:

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

(2) To maintain and repair all windows, doors, vestibules and entry-ways of his Family Unit and of all associated structures and fixtures therein, which are appurtenances to his Family Unit. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances.

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

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

(5) To promptly report to the Association or its agent any defect or need for repairs, the respon-

sibility for the remedying of which is with the Association.

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

C. CONSTRUCTION DEFECTS. The obligation of the Association and owners to repair, maintain and replace the portions of the property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Property. The undertaking of repair, maintenance or replacement by the Association or owners shall not constitute a waiver of any rights against any warrantor but such rights shall be specifically reserved.

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

XIII. EASEMENTS.

A. ENCROACHMENTS. In the event that, by reason of the construction, settlement or shifting of the building or by reason of the partial or total destruction and rebuilding of the building, any part of the Common Areas and Facilities presently encroaches or shall hereafter encroach upon any part of a Family Unit, or any part of a Family Unit presently encroaches or shall hereafter encroach upon any part of the Common Areas and Facilities, or if by reason of the design or construction of any unit, it shall be neces-

sary or advantageous to an owner to use or occupy, for normal uses and purposes any portion of the Common Areas and Facilities, consisting of unoccupied space within the building and adjoining his Family Unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving either any other Family Unit or more than one Family Unit presently encroaches or shall hereafter encroach upon any part of any Family Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such Family Unit and the Common Areas and [illegible]cilities, as the case may be, so long as all or any part of the building containing such Family Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Family Unit or in favor of the Common Areas and Facilities if such encroachment occurred due to the willful conduct of said owner.

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

C. EASEMENTS FOR CERTAIN UTILITIES. The Association may hereafter grant easements on behalf of Family Unit owners to entities 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, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the Common Areas and Facilities; and each Family Unit owner hereby grants and the transfer of title to a Family Unit owner shall be deemed to grant the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such Family Unit owner, such instruments as may be necessary to effectuate the foregoing.

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

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

F. REFERENCE TO EASEMENTS IN DEEDS. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation shall not defeat or fail to reserve said rights or easements but same shall be deemed conveyed or encumbered along with the unit.

IV. ASSESSMENTS AND LIEN OF ASSOCIATION.

XIV

A. GENERAL. Assessments for the maintenance, repair and insurance of the Common Areas and Facilities and for the insurance of the Family Units, together with the payment of the common expenses, shall be made in the manner provided herein, and in the manner provided in the By-Laws.

B. DIVISION OF COMMON PROFITS AND COMMON EXPENSES. The proportionate shares of the separate owners of the respective Family Units in the common profits and the common expenses of the operation of the Condominium Property is based upon the estimated fair value at inception that each of the Family Units bear to the aggregate fair value of all of the Family Units. Such proportionate share of profits and expenses of each Family Unit owner shall be in accordance with the percentages set forth in Article VI, Section B, hereof.

C. NON-USE OF FACILITIES. No owner of a Family Unit 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 Family Unit.

D. LIEN OF ASSOCIATION. The Association shall have a lien upon the estate or interest in any Family Unit of the owner thereof, its percentage of interest in the Common Areas and Facilities and his right to use any garage space for the payment of the portion of the common expenses chargeable against such Family Unit which remain unpaid for ten (10) days after the same have become due and payable from the time a certificate therefor, subscribed by the President of the Association, is filed with the Recorder of Cuyahoga County, Ohio, pursuant to authorization given by the Board of Managers of the Association. Such certificate shall contain a description of the Family Unit, the name or names of the record owner or owners thereof and the amount of such unpaid portion of the common expenses. Such lien shall remain valid for a period of five years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the Court in an action brought to discharge such lien as hereinafter provided. In addition, the owner of the Family Unit and any occupant thereof shall be personally liable for such expenses chargeable for the period of his ownership or occupancy.

E. PRIORITY OF ASSOCIATION'S LIEN. The lien provided for in Section D of this Article shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages which have been theretofore filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association. In any such foreclosure action, the owner or owners of the Family Unit affected shall be required to pay a reasonable rental based upon use of Common Areas and Facilities for such Family Unit during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become a purchaser at the foreclosure sale.

F. DISPUTE AS TO COMMON EXPENSES. Any Family Unit owner who believes that the portion of common expenses chargeable to his Family Unit,

for which a certificate of lien has been filed by the Association, has been improperly charged against him or his Family Unit may bring an action in the Court of Common Pleas for Cuyahoga County, Ohio for the discharge of such lien.

G. NON-LIABILITY OF FORECLOSURE SALE PURCHASER FOR PAST DUE COMMON EXPENSES. Where the mortgagee of a first mortgage of record or other purchaser of a Family Unit acquires title to the Family Unit as a result of foreclosure of the first mortgage or as a result of judicial sale pursuant to Article XVIII(B), or acceptance of a deed in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or other assessments by the Association chargeable to such Family Unit which became due prior to the acquisition of title to such Family Unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Family Units, including that of such acquirer, his successors or assigns.

H. LIABILITY FOR ASSESSMENTS UPON VOLUNTARY CONVEYANCE. In a voluntary conveyance of a Family Unit, the grantee of the Family Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor and his Family Unit for his share of common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board of Managers of the Association setting forth the amount of all unpaid assessments against the grantor due the Association, and such grantee shall not be liable for nor shall the Family Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement. As used in this paragraph "grantor" shall include a decedent and "grantee" shall include a legatee or intestate heir of said decedent.

XV. HAZARD INSURANCE.

A. FIRE AND EXTENDED COVERAGE INSURANCE. The Association as a common expense shall obtain for the benefit of all owners insurance on all buildings, structures or other improvements now or at any time hereafter

constituting a part of the Condominium Property against loss or damage by fire, lightning and such perils as are at this time comprehended within the term "extended coverage", and vandalism and malicious mischief in an amount not less than eighty percent (80%) of the replacement value thereof, provided all such coverage is obtainable at what the Board of Managers deems a reasonable cost. In the event such coverage is not available, the Association shall notify each Family Unit owner and mortgagee of record. Such insurance shall be written in the name of and the proceeds payable to the Association and the mortgagees of record as may be designated as loss payees on such policy or policies, as Trustees for the Unit owners in accordance with their percentage ownership of Common Areas and Facilities as hereinabove set forth. Provided, however, that the mortgagees may by agreement designate a representative to act in their behalf and be designated as the sole "mortgagee-payee". Such policy shall provide for built-in or installed fixtures and equipment in an amount not less than eighty percent (80%) of the replacement value thereof.

In the event of damage to the Common Areas within a quadriplex, which loss is covered by insurance as hereinabove set forth, the holders of a majority of first mortgages on the units within said quadriplex shall designate a trustee who shall be responsible for adjusting the loss with the carrier and shall enter into contracts for the repair and restoration of the image sustained. The insurance proceeds shall be payable to said trustee, solely for the purpose of paying for labor and materials, or charges of contractors furnishing labor and materials used in the repair and restoration of the damage. The mortgagees, and the unit owners' association agree to and do hereby waive the right to be named as a loss payee on any draft or drafts issued by an insurer pursuant to this provision, and authorize any carrier to issue its draft or drafts directly to the said trustee, as sole payee. In the event the mortgagees are unable to reach agreement or elect a trustee as provided herein, it is stipulated and agreed that Gerald K. Carlisle shall act as said trustee, and shall be entitled to reasonable compensation for his services.

Such insurance by the Association shall be without prejudice to he right of the owner of a Family Unit to obtain individual contents or chattel property insurance, but no Family Unit owner may at any time pur-

above coverage not obtained by the Association) unless the Association shall be a named insured in such policy, and be advised of the same.

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

Such policy shall also provide for the release by the issuer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against any Family Unit owner, member of his family, his tenant, or 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. <u>SUFFICIENT INSURANCE</u>. In the event the improvements forming a part of the Condominium Property, or any portion thereof, shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction, shall be undertaken by the Association and the insurance proceeds shall be applied by the Association in payment therefor; provided, however, that in the event, within thirty (30) days after such damage or destruction, the Family Unit owners, if they are entitled to do so pursuant to Section D of this Article 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.

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

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

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

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

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

D. NON-RESTORATION OF DAMAGE OR DESTRUCTION. In the event of substantial damage to or destruction of two (2) or more of the Family Units, the Family Unit owners by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power may elect not to repair or restore such damage or destruction. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Family Unit owner. In the event of any such sale or a sale of the Condominium Property after such election by agreement of all Family Unit owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Family Unit owners in proportion to their respective percentages of interest in the Common Areas and Facilities. No Family Unit owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Family Unit have been paid, released or discharged.

XVI. LIABILITY INSURANCE.

The Association as a common expense shall insure itself, the Board of Managers, and manager or management agent, if any, against liability for bodily injury, disease, illness, or death and for injury to or destruction of property occurring upon, in or about, or arising from the Common Areas and Facilities, such insurance to afford protection to a limit of not less than Three Hundred Thousand Dollars ($300,000) in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than Five Hundred Thousand Dollars ($500,000) in respect to any one occurrence, and to the limit of not less than Twenty-Five Thousand Dollars ($25,000) in respect to damage to or destruction of property arising out of any one accident.

Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Family Units or Limited Common Areas appertaining thereto, nor insure Family Unit owners, members of their respective families and other persons residing with them in the Condominium Property or their tenants, 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.

XVII. REHABILITATION AND RENEWAL OF OBSOLETE PROPERTY.

The Association may, by the affirmative vote of Family Unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power, determine that the Condominium Property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board of Managers of the Association shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense. In consideration of the conveyance to the Association of his Family Unit, subject to such liens and encumbrances hereinafter referred to, any Family Unit owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the President of the Association within five (5) days after receiving notice of such vote, to receive the fair market value of his Family Unit, plus such owner's pro rata share of any undistributed profits accrued to the date of such vote, less the sum of the following:

(1) The amount of any liens and encumbrances thereon as of the date such vote is taken;

(2) The amount of any liens and encumbrances arising out of actions of said unit owner, filed during the period from the date of such vote to the date of conveyance;

(3) The amount of any liens and encumbrances thereafter arising because of unpaid common expenses of the Association accruing prior to date of such vote;

(4) The amount of any common expenses accruing prior to the date of such vote, whether assessed or not assessed.

In the event of such election, such conveyance and payment of the consideration therefor, which shall be a common expense to the Family Unit owners who have not so elected, shall be made within thirty (30) days thereafter, and, if such owner and a majority of the Board of Managers of the Association cannot agree upon the fair market value of such Family Unit, such determination shall be made by the majority vote of three appraisers, one of which shall be appointed by such Family Unit owner, one of which shall be appointed by the Board of Managers, and the third of which shall be appointed by the first two appraisers.

XVIII. REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS.

A. ABATEMENT AND ENJOINMENT. The violation of any restriction or conditions or regulation adopted by the Board of Managers of the Association or the breach of any covenant or provision contained in this Declaration or in the By-Laws of the Association attached hereto as Exhibit "A", shall give the Board of Managers, in addition to the rights hereinafter set forth in this Article, the right:

(1) To enter upon the land or Family Unit or portion thereof upon which, or as to which, such violation of breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration and the By-Laws of the Association, and the Board of Managers, or its agents, shall not be thereby deemed guilty in any manner of trespass; or

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

B. INVOLUNTARY SALE. If any owner (either by his own conduct or by the conduct of any other occupant of his Family Unit) shall violate any of the covenants or restrictions or provisions of the general law, this Declaration or of the By-Laws of the Association attached hereto as Exhibit "A", or the regulations adopted by the Board of Managers of the Association, and such violation shall continue for thirty (30) days after notice in writing from the Board of Managers, or shall occur repeatedly during any 30-day period after written notice or request from the Board of Managers to cure such violation, then the Board of Managers shall have the power to issue to the defaulting owner a 10-day notice in writing to terminate the rights of the said defaulting owner to continue as an owner and to continue to occupy, use, or control his unit. Thereupon, an action in equity may be filed by the Board of Managers against the defaulting owner for a decree of mandatory injunction against the owner or occupant subject to the prior consent in writing of any mortgagee having a security interest in the unit ownership of the defaulting owner.

In the alternative, the action may pray for a decree declaring the termination of the defaulting owner's right to occupy, use or control the Family Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the owner in the property to be sold

(free and clear of liens and encumbrances provided all lien claimants are joined in said action, or subject to existing liens with consent of said lienholders) at a judicial sale upon such notice and terms as the court shall establish, provided that the court shall enjoin and restrain the defaulting owner directly or indirectly from reacquiring 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, real estate taxes and assessments, prior mortgage liens and other encumbrances not assumed by the judicial sale purchaser, and any unpaid assessments for common expenses. Any balance of proceeds, after allowance to the Association of reasonable attorney's fees, shall be paid to the owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Family Unit ownership and to immediate possession of the Family Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to the terms and conditions of this Declaration. Such purchaser shall not be liable for prior common expenses pursuant to Article XIV(G).

XIX. SALE, LEASE, RENTAL OR OTHER DISPOSITION.

A. SALE OR LEASE. Any owner other than Declarant who wishes to sell or lease his unit ownership shall give to the Board of Managers no less than thirty (30) days prior written notice of the terms of any contemplated sale or lease, together with the name and address of the proposed purchaser or lessee. The members of the Board of Managers acting on behalf of consenting unit owners as hereinafter provided, shall at all times have the first right and option to purchase or lease such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice; provided, however, that if the proposed purchase or lease shall be for a consideration which the Board of Managers deems inconsistent with the bona fide fair market value of such unit ownership, the Board of Managers may elect to exercise such option in the manner, within the period, and on the terms set forth in Section B of this Article XIX. If said option is not exercised by the Board of Managers within the

aforesaid option period, the owner may, at the expiration of said period, contract to sell or lease such unit ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein.

B. GIFT. Any owner other than Declarant who wishes to make a gift of his unit ownership or any interest therein to any person or persons who would not be heirs-at-law of the owner under the Ohio Statute of Descent and Distribution were he or she to die within ninety (90) days prior to the contemplated date of such gift, shall give to the Board of Managers not less than ninety (90) days written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The members of the Board of Managers acting on behalf of consenting unit owners as hereinafter provided, shall at all times have the first right and option to purchase such unit ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board of Managers, the Board of Managers and the owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the unit ownership or interest therein which the owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the owner and the Board of Managers. The Board of Managers' option to purchase the unit ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of such notice.

C. DEVISE. In the event any owner dies leaving a will devising his or her unit ownership, or any interest therein, to any person or persons not heirs-at-law of the deceased owner under the Ohio Statute of Descent and Distribution, and said will is admitted to probate, the members of the Board of Managers acting on behalf of consenting unit owners as hereinafter provided, shall have a like option (to be exercised in the manner hereinafter

set forth) to purchase said unit ownership or interest therein either from the devisee or devisees thereof named in said will or, if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased owner, the Board of Managers shall appoint a qualified real [illegible]tate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbi-

trators shall determine, by majority vote, the fair market value of the unit ownership or interest therein devised by the deceased owner, and shall thereupon give written notice of such determination to the Board of Managers and said devisee or devisees, or personal representative, as the case may be. If any party mentioned above fails to act within the time specified above, the other party may give notice to him specifying such failure and if he fails to so act within 10 days of such notice, the following shall be the consequences:

(1). Failure of Board of Managers to appoint appraiser--all rights of Board under this subparagraph shall terminate.

(2) Failure of personal representative or devisee or devisees to appoint appraiser--appraiser appointed by Board shall select another qualified appraiser and the two shall proceed to determine the fair market value within 15 days of said selection and give notice of said determination as provided above. In the event they cannot agree they shall appoint a third appraiser within said period and proceed to determine fair market value as provided above.

The Board of Managers' option to purchase the unit ownership or interest therein at the price determined by the arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased owner is empowered to sell, and shall expire ten (10) months after the appointment of a personal representative who is not so empowered to sell. The Board of Managers shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the right of the Board of Managers or its authorized representative, pursuant to authority given to the Board of Managers by the owners as hereinafter provided, to bid at any sale of the unit ownership or interest therein of any deceased owner which sale is held pursuant to an order or direction of the Court having jurisdiction over that portion of the deceased owner's estate which contains his or her unit ownership or interest therein.

D. INVOLUNTARY SALE BY THIRD PARTY ACTION.

(1) In the event any unit ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure

sale), the person acquiring title through such sale shall, before taking possession of the unit so sold, give thirty (30) days written notice to the Board of Managers of his intention so to do. The members of the Board of Managers and their successors in office, acting on behalf of consenting unit owners as hereinafter provided, shall have an irrevocable option to purchase such unit ownership or interest therein at the same price for which it was sold at said sale from the time of such judicial sale. If said option is not exercised by the Board of Managers within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said unit. The Board of Managers shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser prior to the expiration of the said option.

(2) In the event any owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed against his unit ownership, the Board of Managers shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such unit ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article XIV.

E. CONSENT OF VOTING MEMBERS. The Board of Managers shall not exercise any option hereinabove set forth to purchase any unit ownership or interest therein without the prior written consent of the members entitled to exercise not less than seventy-five percent (75%) of the voting power in the Association, and whose unit ownerships are not the subject matter of such option. The Board of Managers may bid to purchase at any sale of a unit ownership or interest therein, which said sale is held pursuant to an order or direction of a court upon the prior written consent of the aforesaid voting members, which said consent shall set forth a maximum price which the Board of Managers is authorized to bid and pay for said unit or interest therein. The aforesaid option shall be exercised by the Board of Managers solely for the use and benefit of the owners consenting thereto.

F. RELEASE, WAIVER, AND EXCEPTIONS TO OPTION. Upon the written consent of four (4) of the Board members, any of the options contained in

this Article may be released or waived and the unit ownership or interest therein which is subject to same may be given or devised free and clear of the provisions of this Article.

G. PROOF OF TERMINATION OF OPTION. A certificate executed and acknowledged by the Secretary of the Board of Managers stating that the provisions of this Article as hereinabove set forth have been met by an owner, or duly waived by the Board of Managers, and that the rights of the Board of Managers hereunder have terminated, shall be conclusive upon the Board of Managers and the owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner who has in fact complied with the provisions of this Item or in respect to whom the provisions of this Item have been waived, upon a request at a reasonable fee, not to exceed Ten Dollars ($10.00).

H. FINANCING OF PURCHASE UNDER OPTION.

(1) Acquisition of unit ownership or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Association shall levy an assessment against each consenting owner in the ratio which his ownership bears with respect to the total ownership of all consenting owners which assessment shall become a lien and be enforceable in the same manner as provided in Article XIV.

(2) The Board of Managers, in its discretion, may borrow money to finance the acquisition of any unit ownership or interest therein authorized by this Item provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Condominium Property other than the unit ownership or interest therein to be acquired. The loan documents evidencing such borrowing may be executed by the members of the Board of Managers, a nominee of the Board of Managers, or by a land trust of which the Board of Managers shall be the beneficiary. Said documents shall not obligate the Association nor any owner.

I. TITLE TO ACQUIRED INTERESTS. Unit ownership or interests therein acquired pursuant to the terms of this Item shall be held of record in the name of the Association or by a land trust of which the Association

shall be the beneficiary. Such holding shall be in trust for the benefit of all the owners consenting to and participating in such acquisition. Said unit ownerships or interests therein shall be sold or leased by the Board of Managers for the benefit of such owners and the proceeds thereof may thereafter be disbursed at such time and in such manner as the Board may determine.

XX. MISCELLANEOUS PROVISIONS.

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

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

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

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

E. If any of the privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (1) the rule against

perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one years after the death of the survivor of the now living descendants of Edward M. Kennedy, United States Senator from Massachusetts and Mark Hatfield, Senator from Oregon.

F. So long as Declarant owns any of the Family Units described herein, Declarant, its successors and assigns shall be subject to the provisions of this Declaration and of Exhibits "A" and "B" attached hereto; and Declarant covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the property or other right assigned to the Association by reason of the establishment of the Condominium.

G. Neither Declarant nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration or the By-Laws attached hereto as Exhibit "A" or in Declarant's (or its representative's) capacity as developer, contractor, owner, manager, or seller of the Condominium Property whether or not such claim (1) shall be asserted by any Family Unit owner, occupant, the Association, or by any person or entity claiming through any of them; or (2) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (3) shall arise _ex contractu_ or (except in the case of gross negligence) _ex delicto_. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Family Unit owner, occupant, the Association, and their respective agents, employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.).

H. Until such time as Declarant shall have consummated the sale of Units so that Unit Owners other than Declarant shall be entitled to exercise a majority of the voting power and a meeting of the Association is thereafter held, Declarant shall exercise the powers, rights, duties and functions of the Association and the Board of Managers, including, without limitation, the power to determine the amount of, and levy, assessments for Common Expenses and reserves, provided however, that, notwithstanding the foregoing, the first meeting of the Association shall be held no later than July, 1973, and Declarant shall be authorized to vote thereat.

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

J. 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, Declarant has caused the execution of this instrument this 7th day of September, 1973.

Signed in the presence of:

[signature]

Robert S. [signature]

CARL MILSTEIN, TRUSTEE

Carl Milstein

STATE OF OHIO)
) SS.
COUNTY OF Cuyahoga)

BEFORE ME, a Notary Public, in and for said County and State personally appeared CARL MILSTEIN, Trustee, who, being first duly sworn, did acknowledge that he did execute the foregoing instrument and that the same was his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this 7th day of September, 1973.

[signature]

NOTARY PUBLIC

NOTARY PUBLIC - STATE OF OHIO

EXHIBIT C-1

PARCEL I

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio, and known as being part of Original Royalton Township Section 9, and bounded and described as follows:

Beginning in the centerline of York Road (60.00 feet wide) at the Southeast corner of Parcel No. 2 conveyed to D & L Development Company by deed dated November 25, 1970 and recorded in Volume 12739, Page 59 of Cuyahoga County Records;

Thence South 89° 48' 45" West, along the said Southerly line of land so conveyed to D & L Development Company, 455.00 feet to a point;

Thence North 0° 11' 15" West, 139.00 feet to a point;

Thence South 89° 48' 45" West, 140.00 feet to a point;

Thence South 0° 11' 15" East, 10.00 feet to a point;

Thence South 89° 48' 45" West, 88.00 feet to a point;

Thence South 0° 11' 15" East, 18.00 feet to a point;

Thence South 89° 48' 45" West, 88.00 feet to a point;

Thence North 0° 11' 15" West, 104.96 feet to a point;

Thence South 89° 48' 45" West, 97.00 feet to a point of curve;

Thence Southwesterly, along an arc of a circle deflecting to the right 63.51 feet, whose radius is 121.29 feet, which chord bears South 74° 48' 45" West, to a point of tangency;

Thence South 89° 48' 45" West, 226.04 feet to a point;

Thence North 0° 11' 15" West, 152.14 feet to a point on the Northerly line of Parcel No. 1 conveyed to D & L Development Company by deed recorded in Volume 12739, Page 59 of Cuyahoga County Records;

Thence North 89° 48' 45" East, along the said Northerly line of land so conveyed to D & L Development Company, 1173.30 feet to the Northeasterly corner thereof, said point being also in the said centerline of York Road;

Thence South 04° 10' 30" East, along the said centerline of York Road, 300.00 feet to the place of beginning, be the same more or less, but subject to all legal highways, and containing 5.7601 acres of land.

Subject to an easement reserved by Declarant his successors and assigns the purposes of ingress and egress, sewer, water and other utility lines over the following portion of Parcel I and Parcel Ia (hereinafter described in Exhibit C-2), for the benefit of other land owned by Declarant, which property so reserved is described as follows:

EASEMENT DESCRIPTION

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio, and known as being part of Original Royalton Township Section Nos. 2 and 9, and being further known as Independence Drive (proposed) 50.00 feet wide, of which the centerline is described as follows:

Beginning on the centerline of York Road (60.00 feet wide) at a point distant North 04° 10' 30" West, measured along the said centerline 335.40 feet from its intersection with the centerline of Wallings Road (60.00 feet wide):

Thence South 89° 48' 45" West, 644.30 feet to a point of curve:

Thence South 39° 43' 45" West, 144.19 feet to a point of curve;

Thence Southwesterly, along an arc of a circle deflecting to the right 55.36 feet, whose radius is 103.77 feet, which chord bears South 74° 48' 45" West, 55.31 feet to a point of tangency;

Thence South 33° 43' 43" West, 225.04 feet to a point and the end of the said described centerline, be the same more or less, but subject to all legal highways.

EXHIBIT C-2

PARCEL Ia

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio, and known as being part of Original Royalton Township Section 9, and bounded and described as follows:

Beginning in the centerline of York Road (60.00 feet wide) at the Southeast corner of Parcel No. 2 conveyed to D & L Development Company, by deed dated November 25, 1970 and recorded in Volume 12739, Page 53 of Cuyahoga County Records:

Thence South 89° 48' 45" West, along the said Southerly line of land so conveyed to D & L Development Company, 455.00 feet to a point and the principal place of beginning of the premises herein described;

Thence South 89° 48' 45" West, continuing along the said Southerly line of land so conveyed to D & L Development Company, 666.39 feet to a point;

Thence North 0° 11' 15" West, 137.15 feet to a point;

Thence North 89° 48' 45" East, 153.13 feet to a point of curve;

Thence Northeasterly, along an arc of a circle deflecting to the left 63.31 feet, whose radius is 121.29 feet, which chord bears North 74° 48' 45" East, 62.72 feet to a point of tangency;

Thence North 59° 48' 45" East, 97.00 feet to a point;

Thence South 30° 11' 15" East, 104.96 feet to a point;

Thence North 89° 48' 45" East, 63.00 feet to a point;

Thence North 0° 11' 15" West, 18.00 feet to a point;

Thence North 89° 48' 45" East, 83.00 feet to a point;

Thence North 0° 11' 15" West, 10.00 feet to a point;

Thence North 89° 48' 45" East, 140.00 feet to a point;

Thence South 0° 11' 15" East, 137.00 feet to a point and the principal place of beginning of the premises herein described, be the same more or less, but subject to all legal highways, and containing 2.1471 acres of land.

The above-described parcel is NOT part of the premises made subject to this Declaration, but is included as an Exhibit for the purposes of identification as a parcel which may hereafter be submitted pursuant to Article X of the Declaration.

EXHIBIT C-1

PARCEL II

SITUATED in the City of North Royalton, County of Cuyahoga and State of Ohio, and known as being part of Original Royalton Township Section Nos. 2 and 9, and bounded and described as follows:

Beginning on the Southerly line of Parcel No. 1 conveyed to D and L Development Company by deed dated November 25, 1970 and recorded in Volume 12733, Page 59 of Cuyahoga County Records, at a point distant South 89° 48' 45" West, measured along the said Southerly line, 1121.30 feet from its intersection with the centerline of York Road;

Thence South 89° 48' 45" West, continuing along the said Southerly line 1034.57 feet to a point on the Westerly line of said Original Section No. 9;

Thence North 0° 27' 37" East, along the said Westerly line of Original Section No. 9, being also the Easterly line of said Original Section No. 2, 6.48 feet to a point;

Thence North 89° 43' 41" West, 297.67 feet to a point;

Thence North 0° 11' 15" West, 203.82 feet to a point on the Northerly line of land conveyed to John and Maria Small by deed dated April 10, 1931 and recorded in Volume 118, Page 8 of Cuyahoga County Records;

Thence South 89° 43' 41" East, along the said Northerly line of land conveyed to John and Maria Small, 300.00 feet to a point on the said Easterly line of Original Section No. 2;

Thence North 0° 27' 32" East, along the said Easterly line of Original Section No. 2, being also the Westerly line of Original Section No. 9, 87.00 feet to the Northwest corner of Parcel No. 1 conveyed to D and L Development Co., by deed dated November 25, 1970 and recorded in Volume 12759, Page 59 of Cuyahoga County Records;

Thence North 89° 48' 45" East, along the Northerly line of said Parcel No. 1, 959.43 feet to a point;

Thence South 0° 11' 15" East, 162.14 feet to a point;

Thence North 89° 48' 45" East, 72.86 feet to a point;

Thence South 0° 11' 15" East, 137.15 feet to the place of beginning, be the same more or less, but subject to all legal highways, and containing 8.2331 acres of land.

The above-described parcel, is NOT part of the premises made subject to this Declaration, but is included as an Exhibit for the purposes of identification as a parcel which may hereafter be submitted pursuant to Article X of the Declaration.

EXHIBIT C-4

PARCEL IIn

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio, and known as being part of Original Royalton Township Section No. 2, and bounded and described as follows:

Beginning on the Easterly line of said Original Sec. No. 2, at the southeast corner of land conveyed to Mary Hlavin by deed dated February 11, 1936, and recorded in Volume 5602, Page 330 of Cuyahoga County Records;

Thence North 89° 39' 28" West, along the Southerly line of land so conveyed to Mary Hlavin, 720.43 feet to a point;

Thence North 0° 11' 13" West, 398.30 feet to a point on the Northerly line of land conveyed to John and Marie Small by deed dated April 13, 1951 and recorded in Volume 115, Page 8 of Cuyahoga County Records;

Thence South 89° 43' 41" East, along the said Northerly line of land so conveyed to John and Marie Small, 425.00 feet to a point;

Thence South 0° 11' 13" East, 203.82 feet to a point;

Thence South 89° 43' 41" East, 297.67 feet to a point on the Easterly line of said Original Sec. No. 2;

Thence South 0° 27' 37" West, along the said Easterly line of Original Sec. No. 2, 193.35 feet to the place of beginning, be the same more or less, but subject to all legal highways and containing 5.2037 acres of land.

The above-described parcel, is NOT part of the premises made subject to this Declaration, but is included as an Exhibit for the purposes of identification as a parcel which may hereafter be submitted pursuant to Article X of the Declaration.