

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

LIBERTY POINTE CONDOMINIUM,
An Expandable Conversion Condominium Development

REMINDERVILLE,
SUMMIT COUNTY, OHIO

AND

BYLAWS

OF

LIBERTY POINTE CONDOMINIUM ASSOCIATION, INC.

DEVELOPER AND DECLARANT:

GLEN POINTE LLC, an Ohio limited liability company
27800 Cedar Road
Cleveland, Ohio 44122
(216) 831-1400

*THIS INSTRUMENT PREPARED BY:
RICHARD A. ROSNER, ATTORNEY AT LAW
KAHN KLEINMAN, LPA
1301 EAST NINTH STREET
SUITE 2600
CLEVELAND, OHIO 44114-1899
TEL: (216) 696-3311*

{RAR\K0552373.2}

DECLARATION

Submitting the property known as Liberty Pointe Condominium, an Expandable Conversion Condominium Development, Reminderville, Ohio, to the provisions of Chapter 5311 of the Ohio Revised Code.

(This will certify that copies of this Declaration, together with Drawings and Bylaws attached or referred to as Exhibits thereto, have been filed in the Office of the County Auditor, Summit County, Ohio)

Date: _____, 2006

Summit County Auditor

By: _____
Deputy Auditor

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EXHIBITS TO DECLARATION

- Exhibit "1" - Legal Description of Phase 1
- Exhibit "2" - Legal Description of Additional Property
- Exhibit "A" - Reference to Drawings
- Exhibit "B" - Bylaws of Liberty Pointe Condominium Association, Inc.
- Exhibit "C" - Narrative Description of Buildings and Units
- Exhibit "D" - Designation of Building and Unit Numbers, Building Address, Storage Locker Numbers and Undivided Interests

DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
LIBERTY POINTE CONDOMINIUM,
an Expandable Conversion Condominium Development
REMINDERVILLE, OHIO

This Declaration made at Cleveland, Ohio, by Glen Pointe LLC, an Ohio limited liability company, hereinafter referred to as "Declarant,"

WITNESSETH: THAT

WHEREAS, the Declarant is the owner of the real estate referred to herein as "Phase 1" and described in Exhibit "1" attached hereto and made a part hereof; and

WHEREAS, the Declarant has the right to acquire the real estate contiguous to Phase 1 referred to herein as the "Additional Property" and described in Exhibit "2" attached hereto and made a part hereof; and

WHEREAS, it is the desire and intention of the Declarant to enable Phase 1, together with the buildings, structures, improvements and fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anyway pertaining thereto, (hereinafter called the "**Property**") owned by Declarant and by each successor of the Declarant who stands in the same relation to the Property as the Declarant under that certain form of co-operative ownership commonly known as "CONDOMINIUM", and to submit the Property to the provisions of the "**Condominium Property Act**" of the State of Ohio, being Chapter 5311 of the Ohio Revised Code; and

WHEREAS, it is the desire and intention of the Declarant to provide for the submission of the Additional Property or any portion or portions thereof, together with all Buildings, structures, improvements and fixtures of whatsoever kind thereon, and all rights and privileges belonging or in any way pertaining thereto, to be owned by Declarant and by each successor of the Declarant who stands in the same relation to the Additional Property as the Declarant to the Condominium form of ownership, and to submit the Additional Property, or any portion or portions thereof, to the provisions of the Condominium Act; and

WHEREAS, the Declarant is further desirous of establishing for its own benefit and for the mutual benefit of all future owners or occupants of the Property, or any part thereof, which shall be known as "**Liberty Pointe Condominium**" certain easements and rights in, over and upon the Property and certain mutually beneficial restrictions, reservations and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, the Declarant desires and intends that the several owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges,

and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspect of ownership and to facilitate the proper administration of the Property and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property; and

WHEREAS, the Declarant hereby establishes by this Declaration a plan for the individual ownership of the Property consisting of the area or space contained in each of the Units, and the co-ownership by the individual and separate owners thereof, as tenants in common, of all of the remaining Property which is hereinafter defined and referred to herein as the "**Common Elements.**"

NOW, THEREFORE, Declarant hereby makes the following Declaration as to divisions, covenants, restrictions, limitations, conditions, easements, reservations and uses to which the Property may be put, hereby specifying that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Declarant and each successor of Declarant who stands in the same relation to the Property or Additional Property as Declarant and its and their respective heirs, executors, administrators, successors and assigns, and all Unit Owners together with their grantees, successors, heirs, executors, administrators, devisees, successors and assigns.

ARTICLE I DEFINITIONS

The following words and terms used in this Declaration are defined as set forth in Section 5311.01, of the Ohio Revised Code, except as otherwise herein provided.

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

(B) "**Additional Property**" means the land or improvements or any portion or portions thereof that may be added in the future to the Condominium Property, legal descriptions of the parcels constituting the Additional Property are described in Exhibit "2" attached hereto and made a part hereof as if fully rewritten herein.

(C) "**Additional Property Buildings**" means the buildings, structures, improvements and fixtures constructed on all or a portion of the Additional Property.

(D) "**Affiliate of Declarant**" means any person who controls, is controlled by, or is under common control with the Declarant. (1) A person "controls" the Declarant if the person (a) is a general partner, officer, director, member, manager or employer of the Declarant, (b) directly or indirectly or acting in concert with one or more other persons, or through one or more subsidiaries owns, controls, holds with power to vote, or holds proxies representing more than twenty percent of the voting interest in the Declarant, (c) controls in any manner the election of a majority of the directors of the Declarant; or (d) has contributed more than twenty percent of the capital of the Declarant; (2) A person "is controlled by" a Declarant if the Declarant (a) is a general partner, officer, director, member, manager or employer of the person, (b) directly or indirectly or acting in concert with one or more other persons, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing more

than twenty percent of the voting interest in the person, (c) controls in any manner the election of a majority of the directors of the person, or (d) has contributed more than twenty percent of the capital of the person. Control does not exist if the powers described in this Subsection are held solely as security for an obligation and are not exercised.

(E) **"Association"** means an Ohio non-profit corporation that is the organization of all the owners of Units in the Condominium Property that administers the Condominium Property, the Association being known as **"Liberty Pointe Condominium Association, Inc."** The Association is hereinafter sometimes called the **"Unit Owners' Association."**

(F) **"Board"** means the Board of Directors of the Unit Owners' Association as the same may be constituted from time to time.

(G) **"Building No. 1"** means the Building at 10365 Glenway Drive, Reminderville, Ohio.

(H) **"Building No. 2"** means the Building at 10373 Glenway Drive, Reminderville, Ohio.

(I) **"Building No. 3"** means the Building at 10391 Glenway Drive, Reminderville, Ohio.

(J) **"Bylaws"** means the Bylaws of the Association attached hereto as **Exhibit "B"** and incorporated in this Declaration by reference as if fully rewritten herein.

(K) **"Common Assessments"** means assessments charged proportionately against all Units for common purposes. Common Assessments are sometimes referred to as "Assessments."

(L) **"Common Elements"** includes, unless otherwise provided in the Declaration, the Property described in Article II(B)(1) of this Declaration.

(M) **"Common Expenses"** means those expenses designated as such in the Act or in accordance with the provisions of this Declaration, or both.

(N) **"Common Losses"** means the amount by which the Common Expenses during any period of time exceeds Common Assessments and Common Profits during that period.

(O) **"Common Profits"** means the amount by which the total income received from assessments charged for special benefits to specific Units, rents received from rentals of equipment or space in Common Elements, and any other fee, charge or income other than Common Assessments exceeds expenses allocable to the income, rental, fee or charge.

(P) **"Common Surplus"** means the amount by which Common Assessments collected during any period exceed Common Expenses.

(Q) **"Condominium"** means a form of real property ownership in which a Declaration has been filed submitting the property to the condominium form of ownership pursuant to the Act and under which each Owner has an individual ownership interest in a Unit

with the right to exclusive possession of that Unit and an Undivided Interest with the other Unit Owners in the Common Elements of the Condominium Property.

(R) **“Condominium Development”** means a Condominium Property in which two or more individual dwelling Units, together with Undivided Interests in the Common Elements of the Property, are offered for sale pursuant to a common promotional plan.

(S) **“Condominium Instruments”** means this Declaration and accompanying Drawings, the Bylaws of the Association, the condominium disclosure statement described in Section 5311.26 of the Act, any contracts pertaining to the management of the Condominium Property, and all other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium Property or a Unit.

(T) **“Condominium Ownership Interest”** or **“Ownership Interest”** means a fee simple estate in a Unit, together with an appurtenant undivided interest in the Common Elements.

(U) **“Condominium Property”** (and/or **“Property”**) means Phase 1, all Buildings, improvements and structures on Phase 1, all easements, rights and appurtenances belonging to Phase 1, and all articles of personal property submitted to the provisions of the Act; provided, however, when the Additional Property or any portion or portions thereof, has been added to the Condominium Property pursuant to the provisions of Article XI hereof, the term **“Condominium Property”** shall also include the Additional Property, or any portion or portions thereof, together with the Additional Property Buildings and other structures belonging to the Additional Property, all easements, rights, and appurtenances belonging to the Additional Property, and all articles of personal property submitted to the provisions of the Act.

(V) **“Conversion Condominium Development”** means a Condominium Development that was operated as a rental property and occupied by Tenants immediately prior to the submission of the Property to the provisions of the Act.

(W) **“County”** means Summit County, which is the county in which the Condominium Property and Additional Property is situated.

(X) **“Declarant”** means any person who directly or indirectly sells or offers for sale Condominium Ownership Interests in a Condominium Development. **“Declarant”** includes the developer of a Condominium Development and any successor to that developer who stands in the same relationship as the Declarant.

(Y) **“Declaration”** means the instrument by which the Property is submitted to Chapter 5311 of the Ohio Revised Code and any and all amendments to the Declaration.

(Z) **“Eligible Mortgage Holders”** means the holder, insurer or guarantor of a first mortgage on a Unit. Eligible Mortgage Holders are sometimes referred to herein as first mortgagees of Units.

(AA) **“Enforcement Assessment”** means assessments imposed pursuant to Section 5311.08(B)(12) of the Act, including, but not limited to, the imposition of interest and late

charges for late payment of Assessments, imposition of assessments for violation of the Declaration, Bylaws and Rules, and reasonable charges for damage to the Common Elements or other property.

(BB) **"Exclusive Use Area"** means Common Elements that the Declaration reserves for delegation by the Board of Directors to the use of a certain Unit or Units, to the exclusion of other Units.

(CC) **"Garage Spaces"** means the twenty (20) indoor parking spaces contained in two (2) detached garage buildings - Garage Building 1 contains sixteen (16) indoor parking spaces, and Garage Building 2 contains four (4) indoor parking spaces. The Garage Spaces are Exclusive Use Areas.

(DD) **"Garage Space Rental Agreement"** means the written agreement which may be entered into between the Association and a Unit Owner or Occupant granting the Unit Owner or Occupant the exclusive right to use a Garage Space for parking purposes for a rental fee pursuant to the terms and conditions of this Declaration and the Bylaws..

(EE) **"Limited Common Elements"** means the Common Elements designated in the Declaration as reserved for a certain Unit or Units to the exclusion of other Units.

(FF) **"Occupant"** means a person or persons, natural or artificial, in possession of a Unit.

(GG) **"Phase 1"** means the real estate described in Exhibit "1" attached hereto and made a part hereof.

(HH) **"Phase 1 Buildings"** means the buildings, structures, improvements and fixtures constructed on Phase 1.

(II) **"Purchaser"** means a person who purchases a Condominium Ownership Interest for consideration pursuant to an agreement for the conveyance or transfer of that interest for consideration.

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

(KK) **"Sale of a Condominium Ownership Interest"** means the execution by both parties of an agreement for the conveyance or transfer for consideration of a Condominium Ownership Interest. Sale of a Condominium Ownership Interest does not include a transfer of one or more Units from the Declarant to another developer, a subsidiary of the Declarant, or a financial institution for the purpose of facilitating the sale of or the development of the remaining or unsold portion of the Condominium Property.

(LL) **"Special Declarant Rights"** means those rights reserved for the benefit of the Declarant as provided for in the Act and in the Condominium Instruments, and shall include, without limitation, the following rights: (1) to complete improvements indicated on the Drawings

referred to in Article II hereof; (2) to submit the Additional Property (or any portion thereof) to the Act and Declaration; (3) to create Units, Common Elements and Limited Common Elements; (4) to maintain sales offices, management offices, customer services offices, signs for identification, informational and directional purposes and for advertising the Property and models; (5) to use easements through the Common Elements for the purpose of making improvements, repairs and replacements within the Property and/or Additional Property; and (6) to appoint or remove any Board Members or officers of the Association during the period that the Declarant has the right to elect or designate members of the Board of Directors.

(MM) **“Tenant”** means a person who rented a Unit while the Property was operated as rental apartment building(s) immediately prior to the time the Condominium Property was submitted to the Act as a Condominium Conversion Development and the Units were offered for sale.

(NN) **“Undivided Interests”** means the interest of the Unit in the Common Elements as set forth in Exhibit “D” of this Declaration.

(OO) **“Unit”** means the part of the Condominium Property that is designated as a Unit in the Declaration and delineated as a Unit on the Drawings prepared pursuant to Section 5311.07 of the Act. “Unit” is more fully defined in Article II(A) hereof.

(PP) **“Unit Owner”** means a person who owns a Condominium Ownership Interest in a Unit.

(QQ) **“Unit Owners’ Association”** means an Ohio non-profit corporation that is the organization of all the owners of Units in the Condominium Property that administers the Condominium Property. The Unit Owners’ Association is Liberty Pointe Condominium Association, Inc. The Unit Owners’ Association is hereinafter sometimes called the “Association”.

(RR) **“Village”** means the Village of Reminderville, Summit County, Ohio.

ARTICLE II
ESTABLISHMENT OF CONDOMINIUM OWNERSHIP
AND DIVISION OF CONDOMINIUM PROPERTY

Declarant, in order to establish a plan of condominium ownership for the Condominium Property, hereby submits the Condominium Property, hereinbefore described, to the provisions of Chapter 5311 of the Ohio Revised Code. The Condominium Property, including the structures thereon, consisting of three (3) two-story multifamily Buildings with each Building containing sixteen (16) Units (eight Units per floor), for a total of forty-eight (48) Units, is hereby divided into forty-eight (48) separately designated and legally described freehold estates, and one freehold estate hereinafter described and referred to as **“Common Elements”**.

The boundaries, location, designation, length, width, and height of each Unit; the boundaries, location, designation and dimensions of the Common Elements and the Limited Common Elements and Exclusive Use Areas, and the location and dimensions of all appurtenant easements are shown graphically on the set of drawings incorporated herein by reference as

Exhibit "A", prepared and bearing the certified statements of Donald G. Bohning & Associates, Inc., Registered Surveyors and Licensed Professional Engineers, 7979 Hub Parkway, Valley View, Ohio 44125 4214 Rocky River Drive, Cleveland, Ohio 44135, and Joseph Giglio, Registered Architect, 2525 Market Avenue, Cleveland, Ohio 44113, as required by Section 5311.07, of the Ohio Revised Code. Such set of drawings is hereinafter referred to as the "Drawings" and the separate drawings comprising the set are hereinafter referred to by reference to the exhibit designations thereon.

(A) **Units.** Each of the forty-eight (48) Units hereby declared and established as a freehold estate shall consist of all the space bounded by the interior (un-drywalled) surfaces of the perimeter walls, floors and ceilings of each such Unit, including the vestibule, if any, immediately adjacent to each such Unit, projected, if necessary, by reason of structural divisions such as interior walls and other partitions, the layout, location, designation and dimensions of each such Unit being shown on the Drawings incorporated herein by reference as **Exhibit "A"**, and including, without limitation: All drywall or wood subfloor contiguous to the undecorated interior surfaces of the perimeter walls, floors and ceilings of a Unit;

All windows and doors (including the glass), skylights, if any, sashes, thresholds, frames, jambs, and hardware in the perimeter walls, floors and ceilings of the Unit are part of the Unit.

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

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

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

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

All non-structural interior walls (other than walls separating Units) and all space between interior walls, floors and ceilings, including the space occupied by structural and component parts of a Building and by utility pipes, wires and conduits;

The portion of fireplaces, if any, actually within the interior of a Unit and the vents and dampers therefor accessible from the Unit's interior;

but excepting therefrom all of the following items located within the bounds of the Unit as described above, and, to the extent the following are Common Elements or Limited Common

Elements as defined in this Declaration, are to be used and enjoyed by the Unit Owner or Occupant of the Unit in or to which they are appurtenant:

All walls, floors and ceilings separating or delineating Units, except the drywall or the wood subfloor contiguous to the undecorated interior surfaces of the perimeter walls, floors and ceilings of each Unit;

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

All heating, cooling and ventilating equipment, units and installations even if located within and serving more than one Unit, and all parts, installations and appurtenances thereto, including the thermostats and control devices;

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

The valves, plugs and switches at the end of any lines, pipes and wires which constitute Common Elements;

Without limiting the foregoing, all Common Elements and Limited Common Elements located within the bounds of a Unit.

The boundary, location, designation, length, width and height of all Units are shown on the Drawings in Exhibit "A" incorporated herein by reference. Each Unit has a direct exit to a public street or to a Common Element (including a permanent easement) leading to a public street.

A narrative description of the Buildings and the Units contained therein is set forth in Exhibit "C" attached hereto and made a part hereof. Any inconsistencies between the narrative description of the Building and the Units and/or of the Common Elements on one hand, as set forth in Exhibit "C", and the Drawings on the other hand shall be resolved in favor of the Drawings.

(B) Common Elements.

(1) Description of Common Elements. The entire balance of the land and improvements thereon, including but not limited to:

(a) the real estate described in the Declaration;

(b) all other areas, facilities, places and structures that are not part of a Unit, including, but not limited to:

(i) the foundations, columns, girders, beams, supports, joists, rafters, trusses, supporting walls, roof coverings and sheathing of the Buildings;

(ii) common hallways, entrances and vestibules;

(iii) the roadways, driveways, sidewalks, yards, gardens, landscaping, irrigation systems (if any), open space, outdoor parking spaces (except that use of designated handicap outdoor parking spaces is limited to handicap persons), signs, fencing (if any) and light poles;

(iv) easements created for the benefit of the Condominium Property;

(v) installations of central services serving the Common Elements such as electricity for lighting and water for irrigation systems;

(vi) the waterlines and sewer lines within the Condominium Development to the extent they are not owned and maintained by the utility providers;

(vii) fireplace stacks, liners and chimneys, if any;

(viii) in general all apparatus and installations existing for common use; and

(ix) all other parts of the Condominium Property necessary or convenient to its existence, maintenance and safety or normally in common use, or that have been designated as Common Elements in the Declaration, Bylaws or Drawings.

The foregoing are hereby declared and established as Common Elements, the care, maintenance, repair and replacement of which shall be the responsibility of the Association. Notwithstanding the foregoing, the care, maintenance, repair and replacement of all electric fixtures, utility pipes and lines, faucets, showerheads, plugs, connections or fixtures as defined by the laws of the State of Ohio and all replacements thereof that are a part of the Common Elements, located within a Unit and only serving such Unit, shall be the responsibility of the Owner of such Unit.

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

(a) One-half of any wall separating one Unit from the other;

(b) All ducts and plumbing, electrical and other fixtures, equipment and appurtenances, including the individual air-conditioning compressor for each Unit which is located outside the bounds of the Unit but which serves only the particular Unit, all other heating, air-conditioning and ventilating equipment and systems located in a Unit, thermostats and control devices, if any, and sanitary and storm sewer cleanouts located within the bounds of such Unit or located outside the bounds of a Unit but serving a particular Unit, and the structure for any of the foregoing (and space thereof), if any, located outside such Unit containing equipment serving only such Unit;

(c) All gas, electric, if any, telephone, intercom, water or other utility or service lines, pipes, wires and conduits located within the bounds of such Unit and which serve only such Unit;

(d) The communication, security, and smoke detector systems located within the bounds of a Unit and serving only that Unit;

(e) Balconies, decks, patios and porches, if any;

(f) The sidewalk (if any) exclusively serving each Unit;

(g) The mailbox exclusively serving each Unit;

(h) Exhibit "D" of this Declaration designates the storage lockers assigned as Limited Common Elements of Buildings 1 and 3.

(i) All other parts of the Common Elements located within the bounds of such Unit and which serve only such Unit;

(j) Subject to Rules, the Board may authorize the use of Limited Common Elements, as distinguished from Common Elements and Exclusive Use Areas, for the construction of open, unenclosed patios, hedges, fences or similar improvements, provided that the improvements are maintained and insured by the Owner of the Unit to which the Limited Common Element is appurtenant. The construction of an addition to or an expansion of a Unit into Limited Common Elements or Common Elements may not be authorized without the consent of all Unit Owners.

(3) Allocation of Indoor Garage Spaces: Outdoor Parking Spaces are not assigned. Each Garage Space is designated as an "Exclusive Use Area". The Association reserves the right to enter into a Garage Space Rental Agreement with a Unit Owner for the rental of a Garage Space in accordance with the following:

(a) The Association and Unit Owner shall enter into a rental agreement ("Garage Space Rental Agreement") for a Garage Space on a form prescribed by Association that will grant to a Unit Owner the exclusive right to

park in such Garage Space so long as the Garage Space Rental Agreement is in effect;

(b) The rental of Garage Spaces shall be on a first-come, first-serve basis (except tenants who are currently renting a Garage Space and who purchase a Unit will have the first right to rent the Garage Space being rented by such tenant;

(c) Each Unit Owner entering into a Garage Space Rental Agreement for a Garage Space shall have the right to use such Garage Space in accordance with the Declaration, the Bylaws and Rules promulgated from time to time by the Association;

(d) When a Unit Owner renting a Garage Space Rental Agreement ceases to be a Unit Owner, the rights of such Unit Owner under the Garage Space Rental Agreement shall automatically revert to the Association, who shall have the exclusive right in its sole and absolute discretion to re-rent the same to another Unit Owner or Occupant who need not be the person to whom the Unit Owner sold his or her Unit.

(e) As provided in Article II(B)(1)(b)(iii) above, Outdoor parking spaces are Common Elements and are neither Exclusive Use Areas nor Limited Common Elements. Owners, Occupants and guests are free to park in any available outdoor parking space except designated handicap spaces, unless such Owners, Occupants and guests are handicapped.

(4) Use of Common Elements. Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common with all other Unit Owners, and, except as otherwise limited in this Declaration and in the Bylaws attached hereto as Exhibit "B", each Unit Owner shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence and such other incidental uses permitted by this Declaration and the Bylaws, including the non-exclusive easement, together with other Unit Owners, to the use and enjoyment of the Common Elements and for ingress and egress to and from the respective Units to a public street or highway, or to a Common Element leading to a public street or highway, which rights shall be appurtenant to and shall run with his Unit. The extent of such ownership attributable to each Unit in the Common Elements is hereby deemed and expressed by the Undivided Interest amount hereinafter set forth; such Undivided Interest amount shall remain constant and shall not be changed except by an amendment to this Declaration unanimously approved by all Unit Owners affected.

(5) Ownership of Common Elements. The Undivided Interest in the Common Elements is computed in the proportion that the square footage of each Unit bears to the aggregate square footage of all Units.

The Undivided Interest in the Common Elements attributable to the Ownership Interest in each Unit, together with the Undivided Interest in the Association for the

division of Common Expenses, Common Assessments, Common Surplus, Common Profits and Common Losses, as hereinafter described in Article V, Section (B), of this Declaration, shall be in accordance with the schedule set forth in Exhibit "D" attached hereto and made a part hereof.

For purposes of conveyance of title to Purchasers of individual Units, description by Unit number and reference to this Declaration, any amendments hereto and the Drawings and any amendments to the Drawings shall be sufficient to convey the Unit and the Ownership Interest in the Common Elements (including the Limited Common Elements) appurtenant thereto.

(6) Partition. There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Condominium Property is withdrawn from its terms or from the terms of any statute applicable to Condominium Ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Unit ownership as between such co-owners.

(7) Use of Common Elements.

(a) Regulation by Association. No person shall use the Common Elements or any part thereof in any manner contrary to or not in accordance with such Rules pertaining thereto as from time to time may be adopted by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right, but not the obligation, to promulgate Rules limiting the use of the Common Elements to members of the Association and their respective families, guests, invitees, tenants, agents and servants. Subject to the Rules from time to time promulgated by the Association, all Owners may use the Common Elements in such manner as will not restrict, interfere with or impede the use thereof by other Owners.

(b) Management Agreement. The Association may, but shall not be required to, delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company (herein referred to as the "Managing Agent"). Such delegation may be evidenced by a management agreement which shall provide for the duties to be performed by the Managing Agent and for the payment to the Managing Agent of a reasonable compensation as a Common Expense. Upon the expiration of each management agreement, the Association may renew said agreement or enter into a different agreement with a different Managing Agent; provided, however, that no management agreement or renewal thereof shall be for a term longer than three (3) years. In addition, no management agreement executed by Declarant on behalf of the Association shall provide for a term expiring more than ninety (90) days following the assumption of control of the Association by the Unit Owners, as specified in the Act, unless said management agreement is renewed by a vote of Unit Owners pursuant to the Bylaws and as required by Sections 5311.08 and 5311.25(D) of the Act.

Notwithstanding the foregoing, either the Association or the Managing Agent shall have the right to terminate the management agreement at any time, upon not more than ninety (90) days notice to the other party thereto. The Managing Agent, whether selected by the Declarant or the Association, may be an entity owned in whole or in part, associated with in whole or in part, or in any other manner connected or associated with Declarant and with any partner, agent, contractor or employee of Declarant, without in any manner restricting, limiting or affecting the validity of the management agreement with said Managing Agent.

(C) Management, Maintenance, Repairs, Alterations and Improvements.

(1) The Association. The Association shall manage the Common Elements and shall maintain and keep the same in a state of good working order, condition and repair, in a clean, neat, safe and sanitary condition, and in conformity with all laws, ordinances and regulations applicable to the Common Elements, and the Garage Spaces within the garages and automatic garage door openers, despite the fact that Garage Spaces are Exclusive Use Areas, by promptly, properly and in a good and workmanlike manner, making all repairs, replacements, alterations and other improvements necessary to comply with the foregoing. The Association shall also be responsible for repairing all damage to a Unit caused by the Association, including damage caused by performance by the Association of its obligations hereunder. As provided in Article II(B)(6)(b) hereof, the Association may delegate all or any portion of its authority to discharge such responsibility to a manager or Management Agent.

(2) Unit Owner. Except as may otherwise be provided herein, the responsibility of each Unit Owner shall be as follows:

(a) To maintain, repair and replace at his expense all portions of his Unit, and all internal installations of such Unit such as appliances, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries, other than such utility facilities serving other Units, and to assume the same responsibility with respect to the Limited Common Elements belonging to his Unit. Notwithstanding the foregoing, the Association is responsible for maintenance and repair of Garage Spaces. Each Unit Owner of the second floor of Building 2 is responsible for the maintenance and repair of the entrance hallways and stairs within the Unit belonging to the Unit Owner.

(b) Not to make any alterations in the portions of the Unit or the Common Elements, including Limited Common Elements, 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 Units or the Common Elements without first obtaining the written consent of the Board, nor shall any Unit Owner impair any easement without first obtaining the written consents of the Board and of the person or persons for whose benefit such easement exists.

(c) Not to enclose, paint or otherwise decorate or change the appearance of any portion of the Condominium Property not within the walls of the Unit, unless the written consent of the Board of the Association is first obtained. Further, in accordance with Section 5311.04 of the Act, the construction of an addition to or an expansion of a Unit into Limited Common Elements or Common Elements may not be authorized without the consent of all Unit Owners.

(d) To report promptly to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association.

(e) To perform his responsibilities in such a manner so as not unreasonably to disturb other persons residing within the Condominium Property.

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

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

(3) Rights Against Third Parties. The obligation of the Association and of Unit Owners to repair, maintain and replace the portions of the Condominium Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to

cure any latent or patent defects in material or workmanship in the construction, repair, alteration or improvement of the Condominium Property. The undertaking of repair, maintenance or replacement by the Association or Unit Owners shall not constitute a waiver of any rights against any warrantor but such rights shall be specifically reserved.

Notwithstanding the fact that the Association and/or any Unit Owner may be entitled to the benefit of any guarantee of material and workmanship 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 Unit Owner in performing his obligations hereunder.

ARTICLE III
PROVISIONS AS TO EASEMENTS, UNITS,
AND COMMON ELEMENTS

Declarant hereby creates by grant or reservation, as the case may be, in perpetuity, for its benefit and for the benefit of each Unit Owner, each mortgagee in whose favor a mortgage shall be granted with respect to any Unit, the Association, and to any other person now having or hereafter having an interest in the Phase 1 or any part thereof owned or acquired by Declarant, and the respective heirs, devisees, executors, administrators, personal representatives, successors and assigns of the foregoing persons, the following non-exclusive rights and easements:

(A) (1) Easement Agreement The Condominium Property benefits from an Easement Agreement between the Declarant and Glenwood Pointe Apartments, L.L.C. (the "Apartment Owner"), the owner of buildings containing 128 apartment suites and additional developable land, all of which is contiguous to the Condominium Property, and all of which forms the Additional Property. The Easement Agreement provides that the Apartment Owner will maintain, repair and replace the utility facilities and Glenway Drive, a private drive that runs south off of Glenwood Boulevard, and the Association will pay a prorated share of the expenses relating to such utility facilities and private roadway based upon the number of Units within the Condominium Property compared to the total number of Units and apartment suites contained from time to time within both the Condominium Property (as the same may be expanded) and the Additional Property. Currently the pro rata share attributable to the Condominium Property is 27.3%, subject to increase if and when the Condominium Property is expended to include portions of the Additional Property. Furthermore, the Easement Agreement also grants a sign easement to the Apartment Owner and grants a garage access easement to the Association.

(2) Roadway, Utility, Emergency and Service Easements, and Other Easements. The right and easement to construct, install, repair, replace, relocate, operate and maintain roadways, driveways, sidewalks, water mains with service connections, storm and sanitary sewer lines, storm systems (steam, electric, gas and telephone lines, conduits, and transmission and meter devices and other utilities, in, on, under and/or over the Condominium Property and Additional Property owned or acquired by Declarant; the right and easement to construct, install, repair, replace, relocate, operate and maintain television cable lines and other television reception devices and security devices; the right and easement to construct, install, repair, replace, relocate, operate and maintain that

portion of the heating, air-conditioning and other equipment and systems located outside of the bounds of a Unit but which serves only a particular Unit. Easements are hereby granted for fire, police, health, sanitation, medical, ambulance, school buses, utility company, mail service and other public and quasi-public emergency and service personnel and their vehicles for ingress and egress over roadways, driveways and other Common Elements within the Condominium Development for the performance of their respective duties.

(B) Encroachments. If by reason of the construction, repair, restoration, partial or total destruction and rebuilding, or settlement or shifting of any of the Building(s) or improvements constituting a part of the Condominium Property, any part of the Common Elements shall encroach upon any part of a Unit, or any part of a Unit shall encroach upon any part of the Common Elements, or any part of a Unit shall encroach upon any part of any other Unit, or if by reason of the design or construction or rebuilding of the utility systems comprised within the Condominium Property any pipes, ducts or conduits serving a Unit shall encroach upon any other Unit, easements in favor of the Unit Owner or Association, as the case may be, for the maintenance of any such encroachment are hereby established; provided, however, in no event shall a valid easement for any encroachment be created in favor of a Unit Owner if such encroachment occurred due to his willful conduct.

(C) Maintenance Easements. Easements in favor of the Declarant and/or the Association over the Units and Limited Common Elements for access as may be necessary for the purpose of maintaining the Common Elements and easements in favor of each Unit Owner over the Common Elements for access to his Unit. Easements in favor of each Unit Owner to and through the Common Elements as may be necessary for the use of water, gas, storm and sanitary sewers, electric and telephone lines, and other utilities now or hereafter existing within the walls; easements for the use of security alarms and other security devices; and easements in favor of each Unit Owner to hang pictures, mirrors and the like upon the walls of his Unit.

(D) Easements Through Units and Limited Common Elements. Easements in favor of the Declarant and/or the Association through the Units and the Limited Common Elements for the purpose of installing, laying, maintaining, repairing and replacing any pipes, wires, ducts, conduits, public utility lines or structural components through the walls of the Units.

(E) Unit Owner's Right to Ingress and Egress and Support. Each Unit Owner shall have the perpetual right as an appurtenance to such Unit Owner's Unit to ingress and egress over, upon and across the Common Elements necessary for access to his Unit, including the exclusive right to use the portion of the driveway area that provides access from the driveway to a Garage Space, and to any Limited Common Elements designated for use in connection with his Unit, and shall have the right to the horizontal and lateral support of his Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

(F) Association's Right to Use of Common Area. The Declarant and the Association shall have a nonexclusive easement to make such use of the Common Elements as may be necessary or appropriate to perform the duties and functions required or permitted pursuant to this Declaration, including the right to construct and maintain in the Common Elements mechanical, maintenance and storage facilities for use by the Association.

(G) Easements for Satellite and Master Antennae. Easements are reserved through Units, Common Elements and Limited Common Elements in favor of the Association for the operation, maintenance, repair and replacement of satellite/master antennae television systems (including the existing satellite dish that is on each Phase 1 Building) (the "System") for the benefit of the Association to provide access to the System to the Owners and Occupants of Units who elect to subscribe to the System. The Association is authorized to grant to a third-party provider of such a service (and related services such as internet access) the right of access, including reasonable rights of ingress and egress, to, over, on, under and through the Property, Buildings and Units to construct, install, lay, operate, provide, connect, maintain, inspect, repair, replace, relocate, remove and disconnect the System and related equipment pursuant to an installation and service agreement that may be entered into between the Association and a third-party provider.

(H) Reservation by Declarant of Easements for Ingress and Egress, Utilities, Construction and Sales. The Declarant herein hereby reserves unto itself, its successors and assigns for as long as the Declarant owns a Condominium Ownership Interest in the Condominium Property or Additional Property the easement and right for the benefit of and use by Declarant, and its agents, officers, directors, employees, licensees, servants, tenants, personal representatives, successors and assigns for ingress and egress by foot, automobile and otherwise, for utility and facility purposes and for model, sales and display purposes, over, through and under the Condominium Property and any part thereof other than a Unit not owned by the Declarant. The Declarant further reserves easements over the Condominium Property for the benefit of the Additional Property for necessary access to the Additional Property and the Additional Property Buildings and other improvements on the Additional Property, whether or not the Condominium Property is expanded to include the Additional Property. The Declarant further reserves easements for Special Declarant Rights, including the right to maintain facilities in the Common Elements which are reasonably necessary to market Units. Such facilities may include sales or construction trailers, management offices, model units, parking areas, and advertising signs.

(I) Future Easements to Others. Such easements as Declarant, or the Association from time to time may hereafter grant to others on behalf of the Condominium Property for roadway, access and utility purposes, including, but not limited to, the right to install, lay, maintain, repair and replace roadways, sidewalks, water mains and pipes, storm and sanitary sewer lines, drainage ditches, gas mains, telephone wires and equipment and television and electrical cables, conduits and wire over, under and along any portion of the Common Elements (other than Limited Common Elements), provided that it shall be a condition precedent to the use and enjoyment of any such easements that the owner or owners of land benefited thereby shall, at his, her, its or their expense, restore the Common Elements to the same condition as existed just prior to the installation of any such utility improvements, and provided further that the owner or owners of such benefited land shall pay their fair share of the cost and expense of repairing, replacing, relocating and operating said improvements. Each Unit Owner and his respective mortgagee by acceptance of a deed conveying such Condominium Ownership Interest or a mortgage encumbering such Condominium Ownership Interest, as the case may be, hereby irrevocably appoints the Declarant or the Association, his Attorney-in-Fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option of the Attorney, to

execute, acknowledge and record for and in the name of such Unit Owner and his mortgagee such easements or other instruments as may be necessary to effect the foregoing.

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

(J) Easement Rights. The easements set forth in this Article are to be enjoyed in common with the grantees, their heirs, executors, administrators, successors and assigns, with the right reserved in the Declarant, its successors and assigns, to grant, assign, or convey or assign to public use or dedicate to public use all or a portion of the easement rights herein to one or more assignees or grantees as an appurtenance to the Condominium Property and Additional Property, without it being considered by the grantees, their heirs, executors, administrators, successors and assigns, as an additional burden on said easement and/or the Condominium Property. Any assignment, conveyance or dedication of said easement rights by the Declarant may be made at the same time or at successive times, and the residuary easement rights of the Declarant shall not cease or determine until the Declarant, its successors and assigns, has no remaining interest, of record, in the Condominium Development or Additional Property owned or acquired by Declarant. However, the rights of all assignees or grantees in the reserved easements shall remain in full force and effect.

(K) No Severance of Ownership. No Owner shall execute any deed, mortgage, lease, or other instrument affecting title to his Condominium Ownership Interest without including therein both his Undivided Interest in the Unit and his corresponding Undivided Interest in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

(L) Easements Reserved by Declarant for Warranty Obligations. The Declarant further reserves the right to enter upon the Common Elements or Units to fulfill any warranty obligations to the Association or the Unit Owners.

(M) Easements for Access and Utilities for Additional Property. In addition to the easements reserved herein, Declarant reserves easement rights through the Common Elements of the Condominium Property necessary to ensure both of the following, whether or not the Condominium Property is expanded to include all or a portion of the Additional Property:

(1) Ingress and egress over the Common Elements for the benefit of the Additional Property.

(2) The availability of utilities from and to the Common Elements for the benefit of the Additional Property.

These easements are being reserved pursuant to Section 5311.25(B)(2) of the Act.

ARTICLE IV
UNIT OWNERS' ASSOCIATION OF
LIBERTY POINTE CONDOMINIUM

(A) Membership. Declarant has formed or shall cause to be formed an Ohio corporation not for profit to be called LIBERTY POINTE CONDOMINIUM ASSOCIATION, INC. which shall administer the Condominium Property. The Association shall be formed no later than the date that the deed or other evidence of ownership is filed for record following the sale of the first Unit in the Condominium Property. Each Unit Owner, upon acquisition of title to a Unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Unit ownership, at which time the new owner of such Unit shall automatically become a member of the Association. The Board of Directors and officers of the Association elected as provided in the Bylaws of the Association, attached hereto as Exhibit "B", shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, by the Bylaws 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 a member of the Board of Directors, solely in his capacity as an officer or a member of the Board of Directors, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this Declaration and the Bylaws attached hereto as Exhibit "B". The number of members constituting the Board of Directors and the terms of such members are set forth in the Bylaws attached hereto as Exhibit "B". If the number of members of the Board of Directors is not divisible by three (3), the terms of not less than one-fifth (1/5th) of the members of the Board of Directors shall expire annually.

(B) Administration of Condominium Property. The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the Bylaws of the Association which are attached hereto as Exhibit "B", and each Unit Owner, tenant or occupant of a Unit shall comply with the provisions of this Declaration, the Bylaws, decisions, rules, regulations and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, rules, regulations, and resolutions, shall be grounds for an action to recover sums due for damages, or for injunctive relief.

(C) Service of Process. Service of summons or other process upon the Association may be made in accordance with the provisions of the Ohio Revised Code, Sections 5311.05(B)(8) and 5311.20. The President, a Vice President, the Secretary or Treasurer of the Association shall be designated by the Board of Directors of the Association as its statutory agent and the statutory agent so designated shall be a resident of the Condominium and an Owner of one of its Units or the management company or the attorney for the Association. Until such time as a statutory agent is designated, service may be made upon Kevan Millstein, 27800 Cedar Road, Beachwood, Ohio 44122. When and after the Association is lawfully constituted the statutory agent thereof shall be the person to receive service of process, and his name and address (and that of each successor) shall be filed with the Ohio Secretary of State on such forms as are prescribed for the subsequent appointment of a statutory agent for an Ohio corporation not for profit.

ARTICLE V
ASSESSMENTS

(A) General. Assessments for the management, maintenance, repair and insurance of the Common Elements and amounts determined by the Board of Directors of the Association for the establishment and maintenance of the reserve fund to meet the cost and expense of repair and replacement of the Common Elements together with the payment of the Common Expenses, shall be made in the manner provided herein, and in the manner provided in the Bylaws attached hereto as Exhibit "B."

(B) Division of Common Expenses, Common Assessments, Common Surplus, Common Profits and Common Losses. The proportionate shares of the separate owners of the respective Units in the Common Expenses, Common Assessments, Common Surplus, Common Profits and Common Losses of the operation of the Condominium Property is based upon the Undivided Interest in the Common Elements of such Units expressed in Article II (B)(4) hereof. The acquisition or occupancy of any Unit shall be conclusive evidence against the Unit Owner or Occupant thereof that the Undivided Interest set forth opposite each Unit in Exhibit "D" of this Declaration, and the proportionate share of Common Profits and Common Expenses of each Unit Owner shall be in accordance with said Undivided Interest set forth in Article II, (B)(4) hereof. The obligation of an Owner to pay his proportionate share of Common Assessments shall commence upon such Owner's acquisition of his Unit.

(C) Non-Use of Facilities. No owner of a Unit may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of the Common Elements, or by the abandonment of his Unit.

(D) Lien of Association. The Association shall have the right to place a lien upon the estate or interest in any Unit of the owner thereof and his percentage of interest in the Common Elements for the payment of the portion of the Common Expenses chargeable against such Unit which remains unpaid for ten (10) days after such portion has become due and payable by filing a certificate therefor with the office of the recorder of the County, pursuant to authorization given by the Board of Directors of the Association. The certificate shall contain a description of the Unit, the name or names of the record owner or owners, and the amount of the unpaid portion of the Common Expenses. The lien is valid for a period of five (5) years after the date of filing, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a court in an action brought to discharge the lien as hereinafter provided. In addition, each Unit Owner shall be personally liable for all assessments levied by the Association against his Unit during the period he has an ownership interest therein, and any Common Assessment not paid within ten (10) days after the same shall become due and payable, shall bear interest at the maximum rate allowed by law until such time as the Common Assessment has been paid in full and the Association shall be entitled to levy against the delinquent Unit Owner a late fee or service charge of ten percent (10%) of the amount of the delinquent payment or Twenty-Five Dollars (\$25.00), whichever is greater ("Charge"), in order to defray the administrative costs of collection, and, in addition, the Association shall be entitled to levy against the delinquent Unit Owner court costs and attorney and paraprofessional (paralegal) fees.

(E) Priority of Association's Lien. The lien provided for in Section (D) of this Article V is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of first mortgages that have been filed for record. The lien provided for in Section (D) of this Article V may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by its president or any other chief officer pursuant to authority given to him by the Board of Directors. In the foreclosure action, the Association, or its agent, duly authorized by action of the Board of Directors, is entitled to become a Purchaser at the foreclosure sale. Suit to recover for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing payment of the same.

(F) Dispute as to Common Expenses. A Unit Owner who believes that the portion of Common Expenses chargeable to his Unit, for which a certificate of lien has been filed by the Association, has been improperly charged against him or his Unit may commence an action for the discharge of the lien in the Court of Common Pleas for the County. In the action, if it is finally determined that the portion of Common Expenses has been improperly charged to the owner or his Unit, the court shall make an order as is just, which may provide for a discharge of record of all or a portion of the lien.

(G) Non-Liability of Judicial Sale Purchaser for Past Due Common Expenses. Where the mortgagee of record or other Purchaser of a Unit acquires title to the Unit as a result of a judicial sale resulting from litigation, or where the mortgagee of a first mortgage of record in lieu of the foreclosure of its mortgage acquires title to the Unit by accepting a deed to the Unit, such acquirer of title, its successors and assigns, shall not be liable for the share of the Common Expenses or other assessments by the Association chargeable to such Unit which become due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from the Owners of all of the Units, including the Unit of such acquirer, his heirs, executors, administrators, successors or assigns at the time the first assessment next following the acquisition of title to such Unit by such acquirer.

(H) Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Unit, other than by deed in lieu of foreclosure, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments levied by the Association against the grantor and his Unit for his share of Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board of Directors 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 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.

(I) Rights of Association in a Foreclosure Action. In a foreclosure action commenced by the holder of a first mortgage or other lien on a Unit, or commenced by the Association, the Unit Owner shall be required to pay reasonable rental for the Unit during the pendency of the action. The Association or the holder of the lien is entitled to the appointment

of a receiver to collect the rental. Each rental payment a receiver collects during the pendency of the foreclosure action shall be applied first to the payment of the portion of the Common Expenses chargeable to the Unit during the foreclosure action. In a foreclosure action brought by a lienholder other than the Association, the lienholder shall name the Association as a defendant in the action. In a foreclosure action, it is not a defense, setoff, counterclaim, or cross-claim that the Association has failed to provide the Unit Owner with any services, goods, work or material, or failed in any other duty.

(J) Right of Holder of a Mortgage to Advance Payments. A mortgage on a Unit may contain a provision that secures the mortgagee's advances for payment of the portion of the Common Expenses chargeable against the Unit upon which the mortgagee holds the mortgage.

(K) Order of Priority of Payments. In accordance with Ohio Revised Code Section 5311.18(A)(2), the Association shall credit payments made by a Unit Owner in the following order of priority:

- (1) First, to interest owed the Association;
- (2) Second, to administrative late fees owed to the Association;
- (3) Third, to collection costs, attorney's fees and paralegal fees incurred by the Association; and
- (4) Fourth, to the principal amounts the Unit Owner owes to the Association for Common Expenses or Enforcement Assessments chargeable against the Unit.

ARTICLE VI
INSURANCE AND RECONSTRUCTION; RIGHT TO
APPOINT AN INSURANCE TRUSTEE

(A) Insurance. The Association shall obtain the following insurance:

(1) insurance for all of the improvements and personal property comprised in the Common Elements (but excepting all improvements and betterments made in or to any Units by the respective Unit Owners at their expense) against loss or damage by fire and other hazards now or hereafter embraced by "extended coverage, vandalism and malicious mischief", in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard; such insurance may have a deductible clause in a reasonable amount [Ten Thousand Dollars (\$10,000) shall be considered a reasonable amount at the time this Declaration is filed for record], and shall be obtained by the Association for the benefit of the Declarant, the Association, each of Unit Owners, and the holders of mortgages upon the Condominium Ownership Interests, as their interests may appear.

(2) insurance against liability for personal injury or property damage arising from or relating to the Condominium Property (that is, the Units as well as the Common Elements) in an amount of at least One Million Dollars (\$1,000,000) single limit as respects both bodily injury and property damage; such insurance to protect the Unit

Owners, the Occupants, the Association (and its agents and employees), the managing agent of the Condominium (and its agents and employees), the members of the Board and the holders of mortgages upon the Condominium Ownership Interests.

The Association may obtain such other insurance as it deems desirable, including, without limitation, insurance to cover the Association's indemnity under Section (3) of Article VII of the Bylaws, demolition and debris removal insurance, fidelity bonds, increased cost of construction, a "Construction Code Endorsement" or its equivalent, an "Agreement Amount Endorsement", or its equivalent, and insurance to provide some relief from monthly assessments on behalf of a Unit Owner whose Unit is rendered uninhabitable by a peril insured against. Premiums for all such insurance shall be a Common Expense.

(B) General Provisions Governing Insurance. All insurance affecting the Condominium Property shall be governed by the following provisions:

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

(2) Upon an insurable loss, the original and all policies and endorsements thereto shall be deposited with the Insurance Trustee selected pursuant to the provisions of Section (C) of this Article VI which shall hold them subject to the provisions of Section (C) of this Article VI.

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

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

(a) Each Unit Owner shall separately insure his Unit and all improvements and betterments made by such Unit Owner at his expense against loss by fire and other hazards now or hereafter embraced by "extended coverage, vandalism and malicious mischief" and shall file a copy of the policy or policies, providing such insurance with the Secretary of the Association within thirty (30) days after purchase of the same. Each such policy shall provide that the coverage provided thereby shall not be terminated for non-payment of premiums without at least ten (10) days written notice to the Secretary of the Association. The Association shall have no responsibility or obligation to insure such improvements and betterments for or on behalf of the Unit Owners.

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

(c) The insurance which shall be carried by a Unit Owner shall be such personal liability insurance as such Unit Owner may desire, such insurance upon the Unit Owner's personal property as such Unit Owner may desire, and casualty insurance only upon improvements and betterments made by the Unit Owner to his Unit, such insurance to be limited to the type and nature of coverage often referred to as "condominium unit owner's policy of insurance".

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

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

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

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

(7) The Board shall conduct an annual insurance review which may, at the option of the Board, include a replacement cost appraisal, without respect to depreciation, of all improvements and personal property comprised in the Common Elements (not including improvements and betterments made by the respective Unit Owners at their expense) by one or more qualified persons.

(8) The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following: (a) a waiver of subrogation by the insurer as to any claims against the Association, the Board, its Managing Agent, the Unit

Owners and the Occupants; (b) that the master policy on the improvements and personal property comprised in the Common Elements cannot be cancelled, invalidated or suspended on account of any one or more individual Unit Owner; (c) that the master policy on the improvements and personal property comprised in the Common Elements cannot be cancelled, invalidated or suspended on account of the conduct of any director, officer or employee of the Association or its duly authorized Managing Agent without a prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its Managing Agent, any Unit Owner or mortgagee; (d) that any "other insurance" clause in such master policy exclude individual Unit Owners' policies from consideration; (e) that, notwithstanding any provision of any policy which gives the carrier an option to restore damage in lieu of making a cash settlement therefor, such option shall be exercisable in the case of removal of the Condominium Property from the provisions of Chapter 5311 as provided for in this Declaration; and (f) that the coverage of any policy shall not be terminated for non-payment of premiums without at least ten (10) days' written notice to each holder of a first mortgage upon a Unit of which such carrier or carriers have written notice.

(C) Insurance Trustee.

(1) If the amount of the loss exceeds One Hundred Thousand Dollars (\$100,000), the Board shall select a banking institution with offices in Summit and/or Cuyahoga Counties, Ohio, having trust powers and at least One Billion Dollars (\$1,000,000,000) total capital and surplus (herein referred to as the "Insurance Trustee"). Immediately upon the receipt by the Association of such proceeds, the Association shall endorse the instrument by means of which such proceeds are paid, and deliver or cause to be delivered such instrument to the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for failure to collect any insurance proceeds. The Insurance Trustee has no obligation to inspect the property to determine whether a loss has been sustained or to file any claim or claims against any insurer or any other person.

(2) The duty of the Insurance Trustee shall be to receive such proceeds as are paid and delivered to it and to hold such proceeds in trust for the benefit of the Unit Owners, the holders or mortgages upon Ownership Interests and the Association, in the shares described below, but such shares need not be set forth in the records of the Insurance Trustee. An undivided share of such proceeds on account of damage or destruction to the Common Elements shall be held in trust for the Unit Owners in accordance with their respective Undivided Interests in and to the Common Elements. Proceeds, if any, received on account of damage or destruction to Units shall be held in trust for the Unit Owners of the damaged or destroyed Units in proportion to the cost of repairing or reconstructing the damage or destruction suffered by each Unit bears to the cost of repairing or reconstructing the damage or destruction suffered by all Units for which proceeds are received from policies maintained by the Association. In the event that a mortgagee endorsement has been issued as to any particular Unit, the share of such Unit Owner shall be held in trust for such Unit Owner and his mortgagee as their respective interests may appear.

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

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

(b) If it is determined, as provided for in Section (3) of Article VI(D), that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed to such persons as therein provided.

(c) Any and all disbursements of funds, whether such funds consist of insurance proceeds, special assessments, sales proceeds or any combination thereof, to be made by the Insurance Trustee for any purpose whatsoever, shall be made pursuant to and in accordance with a certificate of the Association signed by the President or Vice President and by the Secretary or an Assistant Secretary setting forth whether or not the damage or destruction is to be repaired or reconstructed and describing the damage or destruction. If the damage or destruction is not to be repaired or reconstructed, said certificate shall direct that disbursements be made by the Insurance Trustee as by law provided and in accordance with the terms of Article VI(D) hereof.

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

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

(f) The fee of the Insurance Trustee shall be a Common Expense.

(D) Damage and Destruction.

(1) Immediately after the damage or destruction by fire or other casualty to all or any part of the Condominium Property covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Such costs may include professional fees and premiums for such bonds as the Board may deem necessary. Repairs or reconstruction, as used in this Subsection, means repairing or restoring the Condominium Property to substantially the same condition in which it existed prior to the fire or other casualty. Each Unit Owner shall be deemed to have delegated, and does delegate upon acquisition of title to a Condominium Ownership Interest, to the Board or its agent, his right to adjust with insurance companies all losses under the Casualty Insurance policies referred to in Subsection (1) of Section (A) of this Article VI. In furtherance of this delegation, the Board, and its authorized agents, is and are hereby appointed the attorney-in-fact for all Unit Owners to make proof of loss, to negotiate loss adjustment, and to receipt for any sums received on or under any and all of said policies.

(2) Except as otherwise provided in (3) below of this Section (D), in the event the Common Elements, or any part thereof, shall be damaged or destroyed, the Association shall cause the same to be restored substantially in accordance with the Drawings (excluding any betterments and improvements added by any Unit Owner, which betterments and improvements shall be the responsibility of the Unit Owner to restore), as provided in Section (E), below. Each Unit Owner shall restore his Unit after any casualty causing damage thereto.

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

(E) Repair and Reconstruction.

(1) If the damage or destruction to Common Elements for which the insurance proceeds are paid to the Insurance Trustee is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without a vote of

the Unit Owners, levy a special assessment against all Unit Owners in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Additional assessments may be made in like manner any time during or following the completion of any repair or reconstruction. Such assessments on account of damage to the Common Elements shall be in proportion to the Unit Owners' Undivided Interests in the Common Elements.

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

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

(4) After any damage to or destruction of his Unit, a Unit Owner shall restore or cause to be restored his Unit, and all improvements and betterments made by such Unit Owner at his expense, substantially as such Unit existed immediately before the damage or destruction, and shall complete such restoration within eight (8) months after the damage or destruction.

(5) If there is a balance in the insurance fund after payment of all costs or repair, reconstruction or restoration, such balance shall be disbursed jointly to the Unit Owners of the damaged Units. The distributions shall be in the shares of the estimated cost of reconstruction and repair that each damaged Unit bears to the total of those costs for all damaged Units. If there is a mortgagee of a Unit, the distributions shall be paid to the Unit Owner and the mortgagee jointly, and they may use the proceeds as they may determine.

(F) Minor Repairs.

(1) Notwithstanding the foregoing provisions of this Article VI, if the aggregate amount of the estimated costs of repairing any damage to the Common Elements is less than Fifty Thousand Dollars (\$50,000.00), the instrument (or draft) by means of which any insurance proceeds are paid shall be delivered to the Association and the damage shall be repaired in accordance with (2) below, of this Section (F).

(2) Such insurance proceeds shall be used by the Association to defray the cost of repairing the damage to the Common Elements. If the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be distributed in accordance with Section (E)(5) above. If the cost of such repairs exceeds the amount of such insurance proceeds, such excess may be provided either by means of a special assessment levied by the Board against all Unit Owners in proportion to each Unit Owner's Undivided Interest in the Common Elements or by means of an appropriation from the

reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the Common Elements, as the Board in its sole discretion may determine.

(G) Waiver of Subrogation.

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

ARTICLE VII
COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Units and Common Elements shall be occupied and used as follows:

(A) Except as expressly permitted in this Declaration, or by Rules adopted in accordance with this Declaration, no industry, business, trade or full-time occupation or profession of any kind, commercial, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Condominium Property; provided, however, an Occupant may use a portion of his or her Unit for an office or studio, so long as the activities therein shall not interfere with the quiet enjoyment or comfort of any other Occupant and that such use does not result in the Unit becoming principally an office, school or studio as distinct from a residential Unit. Furthermore, no trade or business may be conducted in or from any Unit without the written approval of the Board first obtained. Such approval shall be granted so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all applicable zoning requirements; (c) the business activity does not involve persons coming to the Unit who do not reside in the Unit except by appointment only; (d) the business activity does not involve door-to-door solicitation of Occupants of the Condominium Property; (e) the business activity does not involve outside employees; and (f) the business activity is consistent with the residential character of the Condominium Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium Property, as may be determined in the sole discretion of the Board. The Board may adopt Rules which intensify, relax or amend the prohibitions of this Section. Nothing in this Section shall preclude the leasing of a Unit by the Declarant or an Owner; the right of the Declarant to maintain a brokerage or sales office for sales of Units within the Condominium Property; the right of the Declarant to utilize a Unit for model home and/or for office purposes.

(B) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board except as hereinafter expressly provided. Each owner shall be obligated to maintain and keep in good order and repair his own Unit.

(C) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Common Elements without the prior written consent of the Board. No owner shall permit anything to be done or kept in his Unit or in the Common Elements 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 in the Common Elements.

(D) Except as expressly permitted by Section 5311.191 of the Act (Display of U.S. Flag) and by Article III (G) of this Declaration, Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building and no sign, awning, canopy, shutter, radio, television antenna or satellite dish shall be affixed to or placed upon the exterior walls or roof or any part thereof, or exposed on, at or from any window, without the prior consent of the Board. No curtains, drapes, shades or blinds shall be displayed in or from any window or glass door of the Building(s) without the prior written consent of the Board unless the part thereof within view from the exterior of the Building(s) is white in color.

(E) No animals, rabbits, livestock, fowl, poultry or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, or in the Limited Common Elements, except that two (2) dogs or two (2) cats or one (1) dog and one (1) cat may be kept in a Unit, subject to rules and regulations adopted by the Board, including, without limitation, the right to levy fines and Enforcement Assessments against persons who do not clean up after their pets. Furthermore, pets may not be 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 upon three (3) days' notice from the Board. Dogs shall at all times whenever they are outside of a Unit be confined to a leash held by a responsible person.

(F) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements or Limited Common Elements (including outdoor grills except in areas, if any, specifically designated for outdoor grilling) nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.

(G) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the building except as is otherwise provided herein.

(H) No clothes, sheets, blankets and/or other articles shall be hung out or exposed on any part of the Common Elements or Limited Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(I) There shall be no storage of personal property of Owners and Occupants of Units and there shall not be parking of motor vehicles on any part of the Common Elements, except that motor vehicles may be parked in driveways; and that balcony and patio areas, if any, must be used for their intended purposes.

(J) No trucks (except two-axle trucks having no more than four tires), buses, boats, camper trailers, house trailers or other trailers shall be stored, kept or maintained in any driveway, roadway or any other Common Element, Limited Common Element or in any shed (excepting authorized vehicles of the Declarant, or the Board and their respective agents and contractors for construction or maintenance purposes, or other purposes that benefit the Condominium Property).

(K) Except as provided in Section (A) of this Article VII, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the 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 Property or in any Unit therein, except as otherwise set forth in this Declaration. Nothing in this Declaration or the Bylaws shall be construed to prohibit, and the right is hereby reserved by the Declarant and granted to the Association, to offer garage service, cable T.V. service, and coin-operated washers and dryers or vending machines, or other "commercial" enterprises in the Common Elements, provided that such operation shall be primarily intended for the convenience and welfare of the Unit Owners of the Condominium Property notwithstanding that the enterprise(s) may produce a profit. The right is reserved by the Declarant, or its agent, and their respective successors and assigns, to place "For Sale" or "For Rent" signs on the Common Elements and within any unsold or unoccupied Units, and the right is hereby given to any mortgagee, who is the owner of any Unit, to place such signs within the window of a Unit owned by such mortgagee. The right is reserved by the Declarant, or its agent, and their respective successors and assigns, to use any unsold Unit or Units for office, sales, model or display purposes.

(L) No Owner shall lease, convey, or transfer a Unit to any person who is required pursuant to the provisions of §2950.04 of the Ohio Revised Code (or other similar statute or ordinance from any other jurisdiction), to register as a sexually oriented offender, nor shall any Owner permit a Unit to be occupied by any such sexually oriented offender. Neither the Declarant nor the Association shall be liable to any Owner, Occupant, or their guests, as a result of the Declarant's or the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

(M) Nothing shall be altered or constructed in or removed from the Common Elements except upon the prior written consent of the Board.

ARTICLE VIII SALE OF THE PROPERTY

The Unit Owners by unanimous vote (and with the vote of at least sixty-seven percent (67%) of the holders of first mortgages) may elect to sell the Condominium Property as a whole. Upon such action, it shall become the duty of every Unit Owner to execute and deliver such

instruments and to perform all acts as in manner and form may be necessary to effect such sale. If the Condominium Property is sold, the proceeds of sale shall be received and held by the Association in trust for the benefit of the Unit Owners and their respective mortgagees as their respective interests may appear, and such proceeds shall be disbursed as soon as possible to satisfy first mortgage liens, unpaid assessments and other liens and encumbrances, with the balance to be distributed to the Unit Owners, in accordance with their interest in the Common Elements of the Condominium Development.

ARTICLE IX
REMEDIES FOR BREACH OF COVENANTS,
RESTRICTIONS AND REGULATIONS

(A) Abatement and Enjoyment. If any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate any restriction or condition or Rule adopted by the Board, or the breach of any covenant or provision contained in this Declaration or the Bylaws, the Association shall have the right, in addition to the rights hereinafter set forth in this Article IX and those provided by law:

(1) to the extent permitted by law, enter upon the portion of the Condominium Development which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration or of the Bylaws or the Rules, and the Declarant, or its successors or assigns, or the Board, or its agents, shall not thereby be 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. The Association shall be entitled to be reimbursed for legal fees incurred in connection with any such action.

(B) Involuntary Sale. If any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the Rules adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Board, then the Board shall have the right, upon the giving of at least ten (10) days' prior written notice, to terminate the rights of such Unit Owner to continue as an owner and continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the Unit Owner for a decree of mandatory injunction against the Unit Owner or Occupant or, in the alternative, a decree declaring the termination of the right of such Unit Owner to occupy, use or control the Unit owned by him, and ordering that all the right, title and interest of the Unit Owner in the Condominium Property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain such Unit Owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall be paid to discharge court costs, mortgages and any other liens and encumbrances of record, in the order of their priority, and all such items shall be taxed against such Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments owing to the

Association or any liens required to be discharged shall be paid to the Unit Owner. Upon the confirmation of such sale, the Purchaser thereat shall thereupon be entitled to a deed to the Unit ownership and to immediate possession of the Unit sold and may apply to the court for a writ for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the Purchaser shall take the interest in the Condominium Property sold subject to this Declaration.

ARTICLE X
ADDITIONS TO CONDOMINIUM PROPERTY

Declarant contemplates submitting the Additional Property together with the buildings and other improvements thereon (being hereinbefore defined as the "Additional Property 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 the Act, so the same will become in all respects part of the Condominium Property. Declarant's right to submit the Additional Property and the Additional Property Buildings thereon to the provisions of this Declaration and the Act shall be in accordance with the following provisions:

(A) Declarant hereby reserves the right and option, but not the obligation, to submit the Additional Property, or any portion or portions thereof, in one (1) or more submissions, together with the Additional Property Buildings thereon, 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 the Act. There are no limitations fixing the boundaries of the portions of the Additional Property that the Declarant may submit to the Condominium Property and there are no limitations on the order in which portions of the Additional Property may be submitted to the Condominium Property.

(B) Except as otherwise provided in this Article X and the Act, there are no limitations on Declarant's right and option to expand the Condominium Property to include the Additional Property and there is no requirement for the consent of Unit Owners to such expansion.

(C) Declarant has a period of seven (7) years after the date the Declaration is filed for record to expand the Condominium Property to include the Additional Property. The Declarant has the option to renew the initial seven (7) year period for an additional seven (7) year period, exercisable within six (6) months prior to expiration of the initial seven (7) year period, provided that a majority of the Unit Owners, other than the Declarant, consents to such a renewal. Other than the expiration of the time limits set forth above, there are no circumstances that will terminate the Declarant's right to expand the Condominium Property to include the Additional Property.

(D) A legal description of the Additional Property is set forth in Exhibit "2" hereof.

(E) Except for private deed restrictions, if any, and except for the requirements of the governmental authorities having jurisdiction over the same, including the zoning requirements of

the Village, there are no limitations as to the location of any improvements that may be made on any portion of the Additional Property.

(F) The Declarant presently anticipates submitting up to two hundred six (206) Units which may be added as the Additional Property, which, if all such Buildings are submitted, would result in a total of two hundred fifty-four (254) Units on Phase 1 and the Additional Property. Units submitted with the Additional Property are restricted exclusively to residential use and related common purposes for which the Condominium Property was designed. The Additional Property consists of approximately 64 acres. A total of two hundred six (206) Units are or may be situated on the Additional Property, which equals a density of approximately 3.7 Units per acre for the two hundred fifty-four (254) Units that may be situated within the Condominium Development and the Additional Property.

(G) The Declarant is not obligated to construct additional improvements nor maintain the existing improvements on the Additional Property. The Additional Property Buildings need not be compatible with the Phase 1 Buildings with respect to quality of construction, principal materials to be used and architectural style.

(H) The Declarant reserves the right to assign its rights and options to expand the Condominium Property to include the Additional Property, or any portion thereof (and other rights reserved by the Declarant), to any successor of the Declarant who stands in the same relationship to the Condominium Development as the Declarant and to the holder(s) of a first mortgage(s) on the Condominium Development as additional security for the note(s) secured by such mortgage(s). If the holder(s) of a first mortgage(s) thereafter acquires title to the Additional Property, such holder(s) shall have the right to assign its/their right(s) to expand the Condominium Property (and other rights reserved by the Declarant) to a person acquiring the Additional Property from such holder(s).

(I) At the time or times Declarant expands the Condominium Property to include the Additional Property, or any portion or portions thereof, the Declarant shall submit with the amendment to the Declaration expanding the Condominium Property such drawings of the Additional Property being submitted as are required by Section 5311.07 of the Act to show graphically, insofar as is possible, all the particulars of the land, buildings and other improvements, including, but not limited to, the layout, location and dimensions of the Common Elements and Limited Common Elements, for the Additional Property, or portion thereof, being submitted.

(J) The Declarant reserves the right to amend this Declaration in the manner provided in Article XI hereof, in such respects as the Declarant may deem advisable in order to effectuate the provisions of this Article X including, without limiting the generality of the foregoing, the right to amend this Declaration to do the following:

(1) To include the Additional Property, or any portion or portions thereof, and the improvements constructed thereon as part of the Condominium Property;

(2) To include descriptions of the Additional Property and the Additional Property Buildings in this Declaration and to add drawings of the Additional Property and Additional Property Buildings to Exhibit "1" hereto; and

(3) To provide that the owners of Units in the Additional Property Buildings shall have an interest in the Common Elements of the Condominium Property and to amend Article II (B)(4) hereof so as to establish the Undivided Interest in the Common Elements which the owners of all Units within the Buildings on the Condominium Property will have at the time of such amendment, which Undivided Interest shall be, with respect to each Unit, in the proportion that the square footage of each Unit on the date said amendment is filed for record bears to the then aggregate square footage of all 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.

(K) Declarant reserves the right to file an instrument in recordable form expressing its intention not to submit the Additional Property or any portion thereof to the provisions of this Declaration and the filing of such an instrument will be conclusive proof of such removal of the Additional Property or any portion thereof from the operation of the Declaration; provided, however, that such filing will not in any way affect any easements created by the Declaration or otherwise for the benefit of the Property or the Additional Property. Declarant reserves the right to develop or convert all or any portion of the Additional Property independently of the Condominium Property for residential dwellings which need not be made subject to this Declaration.

ARTICLE XI AMENDMENT OF DECLARATION

(A) In General. Except where otherwise provided in this Article XI or in any of the other Articles of this Declaration or by the Act, the provisions of this Declaration may be amended by an instrument in writing setting forth specifically the item or items to be amended and/or any new matter to be added, which instrument shall have been duly authorized by the affirmative vote of those Unit Owners having at least seventy-five percent (75%) of the voting power of the Association. Said instrument shall be signed and acknowledged by any two (2) officers of the Association and must contain the certification by the President or Secretary of the Association that a copy of the amendment has been mailed or hand delivered to all Unit Owners and all first mortgagees of Units and that Unit Owners having at least seventy-five percent (75%) of the voting power of the Association affirmatively approved the amendment. Except for an amendment for the purpose of submitting all or a portion(s) of the Additional Property to the Condominium Property, no amendment shall be made to the (1) Undivided Interests of each Unit in the Common Elements as set forth in Article II(B)(4) and Exhibit "D" of this Declaration except by an amendment to this Declaration unanimously approved by all Unit Owners affected; (2) the boundaries of any Unit; or (3) the construction of an addition to or an expansion of a Unit into Limited Common Elements or Common Elements, except by an amendment to this Declaration unanimously approved by all Unit Owners. In the case of an amendment for the purpose of adding to the Condominium Property pursuant to Article X hereof, this Declaration may be amended by an instrument in writing signed by a managing member or officer of the Declarant with the consent of the holder(s) of a mortgage(s) on the Additional Property. An

amendment hereunder must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and amendments hereto are recorded. Upon written request, the Declarant shall furnish a copy of an amendment for the purpose of adding to the Condominium Property pursuant to Article X hereof to a Unit Owner and a first mortgagee of a Unit Owner. No amendment by the Board or Unit Owner shall have any effect, however, upon the Declarant, the rights of Declarant under this Declaration and upon the rights of bona fide mortgagees until the written consent of the 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 the Secretary's certification in the instrument of amendment as to the consent or non-consent of Declarant and the names of the consenting and non-consenting mortgagees of the various Units may be relied upon by all persons for all purposes. An amendment hereunder shall be effective upon recordation of the amendment in the office of the county recorder of the County; provided, however, that no provision in the Declaration may be amended so as to conflict with the obligatory provisions of the Act.

(B) Special Amendment. Without a vote of the Unit Owners, the Board shall each have the right and power, to record a special amendment ("Special Amendment") to this Declaration at any time, and from time to time, which amends this Declaration (1) to meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, Mortgage Guaranty Insurance Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, or (2) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Condominium Ownership Interests, or (3) to bring this Declaration into compliance with the Act or (4) to correct clerical or typographical errors or obvious factual errors and inconsistencies in this Declaration or any Exhibit hereto or any supplement or amendment hereto, or (5) to correct obvious factual errors or inconsistencies between the Declaration and any exhibit thereto and other documents governing the Condominium Development, the correction of which would not materially impair the interest of any Unit Owner or mortgagee, or (6) to comply with the underwriting requirements of insurance companies providing casualty insurance, liability insurance, title insurance and other insurance coverages for the Condominium Development, or (7) to bring any provision hereof into compliance with the provisions of any applicable governmental statute, ordinance, rule or regulation (including any conditions imposed by governmental authorities in connection with approvals of the Condominium Development) or any judicial determination, or (8) to designate a successor to the person named to receive service of process for the Association and to file with the Secretary of State of the State of Ohio an appropriate change of statutory agent designation. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant and/or to the Board to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Declarant and/or to the Board to vote in favor or, make and record Special Amendments.

(C) Declaratory Judgment Action Under (B) of this Article XI. Pursuant to Section 5311.05(E)(3) of the Act, any Unit Owner who is aggrieved by a Special Amendment to the Declaration that the Board makes pursuant to (B) above may commence a declaratory judgment action to have the Special Amendment declared invalid as violative of (B) above. Any action filed pursuant to this Section (C) shall be filed in the common pleas court of the county in which the Condominium Property is situated within one (1) year after the date of the recording of the Special Amendment.

ARTICLE XII
RELOCATION OF BOUNDARIES

(A) The boundaries between adjoining Units and appurtenant Limited Common Elements and Exclusive Use Areas may be relocated and the Undivided Interests in the Common Elements and Limited Common Elements and Exclusive Use Areas appurtenant to those Units may be reallocated by an amendment to the Declaration pursuant to the following procedures:

(1) Application

(a) The Owners of the adjoining Units shall submit to the Board a written application for the relocation and reallocation. The application shall be accompanied by the written consents of the holders of all liens on those Units, except liens for real estate taxes and assessments not due and payable.

(b) In the application, the Owners of the adjoining Units may request a specific reallocation of their Undivided Interests in the Common Elements allocated to the adjoining Units.

(2) Unless the Board finds any requested reallocation of the Undivided Interests in the Common Elements to be unreasonable, within thirty days after the Board receives the application, the Association shall prepare, at the expense of the Owners of the adjoining Units, an amendment to the Declaration that is executed by the Owners of the affected Units and that includes all of the following:

(a) Identification of the affected Units;

(b) Words of conveyance between the Owners of the Units;

(c) A specification of the Undivided Interests in the Common Elements, the proportionate shares of Common Surplus and Common Expenses, and the voting powers of each Unit resulting from the relocation and reallocation, the total of which shall equal the interests, shares, and powers of the former adjoining Units.

(3) At the expense of the Owners of the affected Units, the Association shall record the amendment to the Declaration together with both of the following:

(a) Any drawing, plat, or plans necessary to show the altered boundaries of the affected Units;

(b) The dimensions and identifying number of each Unit that results from the relocation and reallocation.

(B) Existing liens automatically shall attach to each Unit that results from the relocation and reallocation.

(C) Rights to the use of Limited Common Elements may be reallocated between or among Units by an amendment to the Declaration pursuant to the following procedures.

(1) The Owners of the affected Units shall prepare and execute at their expense an amendment to the Declaration that identifies the affected Units and specifies the reallocated rights to the affected Limited Common Elements.

(2) The Owners of the affected Units shall submit to the Board the amendment, accompanied by the written consents of the Owners of all affected Units and the holders of all liens on those Units except liens for real estate taxes and assessments not due and payable.

(3) At the expense of the Owners of the affected Units, the Association shall record the submitted amendment to the Declaration.

(D) The Board may delegate that Common Element to the use of a certain Unit or Units, to the exclusion of other Units. The delegation of a Common Element may be subject to criteria that the Association establishes, including the payment of an additional fee that is part of each benefited Unit's Common Expenses and that is only to be used for the delegated Common Element.

(E) Nothing in division (D) of this Section affects a Unit Owner's right to exclusive use of any Common Element that the Declaration designates as a Limited Common Element appurtenant to the Owner's Unit.

ARTICLE XIII CONDEMNATION

(A) If the entire Condominium Property is taken by eminent domain or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium shall terminate. The condemnation award shall be apportioned among the Unit Owners in accordance with their respective undivided interests in the Common Elements. The Association shall as soon as practicable determine the share of the condemnation award to which each Unit Owner is entitled and each such share shall be paid into separate accounts and disbursed as soon as practicable to the Unit Owners entitled to same. No Unit Owner, however, shall receive any portion of his share of such award until all liens and encumbrances on his Unit have been paid, released or discharged.

(B) If less than the entire Condominium Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium Property hereunder shall not terminate. Each Unit Owner shall be entitled to a share of the condemnation award to be determined in the following manner: As soon as practicable the Association shall, reasonably

and in good faith, allocate the condemnation award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Unit Owners, as follows: (1) the total amount allocated to taking of or injury to the Common Elements shall be apportioned among Unit Owners in proportion to their respective percentages of interest in the Common Elements; (2) the total amount allocated to severance damages shall be apportioned to those Units which were not taken or condemned; (3) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements a Unit Owner has made within his own Unit shall be apportioned to the particular Unit involved, and (4) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable under the circumstances. If an allocation of the condemnation award is already established in negotiation, judicial decree, or otherwise, then in allocating the condemnation award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made by checks payable jointly to the respective Unit Owners and their respective first mortgagees.

(C) If a partial taking results in the taking of a complete Unit, the Unit Owner thereof automatically shall cease to be a member of the Association. Thereafter the Board shall reallocate the ownership, voting rights, assessment ratio and other rights determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall file an amendment of this Declaration evidencing such reallocation, which amendment need only be approved by the Board and by all Unit Owners whose undivided interests in the Common Elements are affected.

(D) The payment of funds by the condemning authority pursuant to this Article XIII and any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article VI hereof (Insurance and Reconstruction).

(E) Each Unit Owner and his respective mortgagee by acceptance of a deed conveying such Condominium Ownership Interest or a mortgage encumbering such Condominium Ownership Interest, as the case may be, hereby irrevocably appoints the Association his attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney, at the option of the attorney, to carry out the provisions of this Article XIII.

(F) The holder, insurer or guarantor of a first mortgage on a Unit shall receive timely written notice of any condemnation that affects either a material portion of the Condominium Development or the Unit securing its mortgage.

ARTICLE XIV RIGHTS OF FIRST MORTGAGEES

The following provisions inure to the benefit of each holder, insurer or guarantor of a first mortgage encumbering a Unit:

(A) Default By Unit Owner. The holder of any first mortgage encumbering a Unit in respect of which the Unit Owner shall be in default for a period of sixty (60) days in the performance of his obligations under this Declaration, the Bylaws and/or the Rules shall be provided with notice of said default by the Association. Within sixty (60) days after receiving

said notice from the Association, the holder of the mortgage encumbering said Unit may (but shall not be obligated to do so) cure said default. If, however, said default is not curable within said sixty (60) day period by reason of delay(s) beyond the reasonable control of said mortgagee, then, providing said mortgagee has commenced to cure said default within said sixty (60) day period and has continued thereafter with due diligence to complete the curing of said default, the time within which said mortgagee shall be permitted to cure said default shall be extended for a period co-extensive with said delay(s).

(B) Statement of Default. A first mortgagee, upon written request to the Board, shall be given a written statement by the Board of the number of Unit Owners who are more than one (1) month delinquent in the payment of monthly Common Assessments at the time said written request is received by the Board.

(C) Compliance With Mortgage Insurance Regulations. In general, and in order to facilitate the marketability of the Units, the Board shall comply, to the best of its ability, with requests by first mortgagees for information required by regulations of the Federal Home Loan Bank Board, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Department of Housing and Urban Development, the Federal Housing Corporation and the Veteran's Administration (or other private mortgage insurance company), or required by any other secondary mortgage market lender, or by any governmental insurer or guarantor of the first mortgage of any Unit.

(D) Notices to Mortgagees. Upon written request to the Association, each mortgagee shall have the right to receive notices of all meetings of the Association and to designate a representative to attend any such meeting. Furthermore, the holder, insurer or guarantor of a first mortgage on a Unit shall receive timely written notice from the Association of: (1) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; (2) any condemnation or casualty loss that affects either a material portion of the Condominium Development or the Unit securing its mortgage; and (3) any proposed action that requires the consent of a specified percentage of first mortgage holders.

(E) Other Notices to Each Holder, Insurer of Guarantor of a First Mortgage Encumbering a Unit. Timely notice shall be given of:

- (1) Any proposed amendment hereto that effects a change in:
 - (a) the boundaries of any Unit or the Limited Common Elements appertaining thereto;
 - (b) the interests in the Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto;
 - (c) the voting rights appertaining to any Unit; or
 - (d) purposes to which any Unit or the Common Elements are restricted; and

(2) Any proposed termination of the Condominium Property.

(F) Special Federal Home Loan Mortgage Corporation Provisions.

(1) Except as required by the Act, unless Unit Owners exercising at least seventy-five percent (75%) of the voting power of the Association (and first mortgagees holding at least fifty-one percent [51%] of the first mortgages on Units) give their consent, the Association shall not effect amendments to the Condominium Instruments that would change:

- (a) voting rights;
- (b) Common Assessments, liens for Common Assessments or the priority of liens for Common Assessments;
- (c) reserves for maintenance, repair and replacement of Common Elements;
- (d) responsibility for maintenance and repairs;
- (e) right to use the Common Elements;
- (f) allocation of interests in the Common Elements or Limited Common Elements or rights to their use and Article XII (Relocation of Boundaries);
- (g) redefinition of any Unit boundaries except as provided in Article XII;
- (h) convertibility of Units into Common Elements or vice versa, except as provided in Article XII;
- (i) expansion or contraction of the Condominium Development, or addition, annexation or withdrawal of the Property to or from the Condominium Development;
- (j) requirements for insurance policies or fidelity bonds;
- (k) leasing of Units;
- (l) imposition of any restrictions on a Unit Owner's right to sell or transfer or otherwise convey his or her Unit;
- (m) a decision of the Association to establish self-management when professional management had been required previously by the Condominium Instruments or by an eligible mortgage holder;

(n) restoration or repair of the Condominium Development (after a hazard, damage or partial condemnation) in a manner other than that specified in the Condominium Instruments;

(o) any action to terminate the legal status of the Condominium Development after substantial destruction or condemnation occurs;

(p) any provisions that expressly benefit mortgage holders, insurers or guarantors; or

(q) the reallocation of Undivided Interests in the Common Elements resulting from a partial condemnation or partial destruction.

(2) The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from mortgagees or Unit Owners or a larger percentage vote as otherwise required for any of the actions contained in this Declaration or required by the Act.

(3) First mortgagees may, jointly or singularly, pay taxes or other charges which are in default or which may or have become a charge against the Common Elements and may pay overdue premiums of casualty insurance policies or secure new casualty insurance coverage upon the lapse of a policy, for the Common Elements and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

(4) The implied approval of a first mortgagee may be assumed when such first mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested.

(G) Audited Financial Statements. Upon written request by an Eligible Mortgage Holder to the Association, the Association shall be required to prepare and furnish within a reasonable period of time an audited financial statement of the Association for the immediately preceding fiscal year.

ARTICLE XV

SALE, LEASING OR OTHER ALIENATION OF UNITS

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

(B) Unit Owner's Right to Lease Unit.

(1) Any Unit Owner shall have the right to lease all (but not less than all) of his Unit upon such terms and conditions as the Unit Owner may deem advisable, except that no Unit shall be leased or sub-leased for transient or hotel purposes. Any lease or

sublease of a Unit for a period of less than six (6) months shall be deemed to be a lease or sublease for transient or hotel purposes. (1) Any lease or sublease of a Unit shall be in writing and shall provide: (a) that the lease or sublease shall be subject to the terms of this Declaration, the Bylaws and Rules and that any failure of a lessee to comply with the terms of this Declaration, the Bylaws and Rules shall be in default under the lease or sublease; (b) that the Association shall have the right to require the Unit Owner to deposit with the Association such an amount not to exceed one (1) month's rent as security to provide funds for repairs and to assure compliance with this Declaration, the Bylaws and Rules; (2) the limitations with respect to the leasing of Units shall not apply to the: (a) Declarant; or (b) a first mortgagee of a Unit in connection with a mortgage foreclosure (or acceptance of a deed in lieu of foreclosure), or with respect to any sale or transfer by the first mortgagee or any other party who acquired the Unit in connection with the foreclosure or deed-in-lieu.

(2) Association's Rights with Respect to Leased Units. A tenant shall comply with all covenants, conditions and restrictions set forth in the Declaration, the Bylaws and the Rules of the Association, as lawfully amended. Violations of those covenants, conditions or restrictions shall be grounds for the Association or any Unit Owner to commence a civil action for damages, injunctive relief, or both, and an award of court costs and reasonable attorneys' fees in both types of action. The Association has the following rights under Section 5311.19(B) of the Act in order to implement the provisions of this Article XV(B)(2):

(a) The Association may initiate eviction proceedings pursuant to Chapters 5321 and 1923 of the Ohio Revised Code to evict a tenant for a violation of this Section. The action shall be brought by the Association, as the Unit Owner's agent, in the name of the Unit Owner.

(b) In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit Owner at least ten (10) days' written notice of the intended eviction action.

(c) The costs of any eviction action brought pursuant to this Section, including reasonable attorneys' fees, shall be charged to the Unit Owner and shall be the subject of a special assessment against the offending Unit and made a lien against that Unit. The remedies to the Association under this Section are in addition to the remedies accorded the Association in Article XVII of this Declaration.

(C) Association Making Available Condominium Documents and Financial Information. The Association shall make available to Unit Owners, lenders and holders and insurers of first mortgages on any Unit, current copies of this Declaration, the Bylaws, Rules and other books, records and financial records of the Association. The Association shall also make available to prospective purchasers current copies of the Declaration, Bylaws, Rules, and the most recent annual statement, if such is prepared. "Available" shall at least mean available for inspection upon request, during normal business hours or under other reasonable circumstances. Upon written request by any agency or corporation who makes, purchases, sells, insures or

guarantees mortgages on Units, the Association shall prepare and furnish within a reasonable time a financial statement of the Association for the immediately preceding year. The Association shall have the right to impose a reasonable fee to defray the cost of copying such information.

ARTICLE XVI
INFORMATION OF OWNERSHIP AND OCCUPANCY OF UNITS

(A) Unit Owner Information. Within thirty (30) days after a Unit Owner obtains a Condominium Ownership Interest, the Unit Owner shall provide the following information in writing to the Association through the Board of Directors:

- (1) The home address, home and business mailing addresses, and home and business telephone numbers of the Unit Owner and all Occupants of the Unit; and/or
- (2) The name, business address and business telephone number of any person who manages the Owner's Unit as an agent of that Owner.

(B) Change of Information. Within thirty (30) days after a change in any of the information that (A) of this Section requires, a Unit Owner shall notify the Association, through the Board of Directors, in writing, of the change. When the Board of Directors requests, a Unit Owner shall verify or update the information.

ARTICLE XVII
COMPLIANCE AND NON-MONETARY DEFAULT

(A) Enforcement. In the event of a violation by any Unit Owner or any tenant of a Unit Owner (other than the nonpayment of Common Assessments or other charge, which is governed by Article V of this Declaration) of any of the provisions of this Declaration, the Bylaws or the Rules, the Association shall notify the Unit Owner and any tenant or other Occupant of the violation, by written notice. If such violation is not cured as soon as is reasonably practical and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the Unit Owner or tenant or other Occupant fails to commence and diligently proceed to completely cure such violation as soon as is reasonably practical within seven (7) days after written demand by the Association, or if any similar violation is thereafter repeated, the Association may, at its option:

- (1) Impose an Enforcement Assessment against the Unit Owner or tenant or other Occupant as provided in Subsection (B) of this Article; and/or
- (2) Commence an action to enforce performance on the part of the Unit Owner or tenant or other Occupant, and to require the Unit Owner to correct such failure, or for such other relief as may be necessary under the circumstances, including injunctive relief; and/or
- (3) The Association may itself perform any act or work required to correct such failure and, either prior to or after doing so, may charge the Unit Owner with all reasonable costs incurred or to be incurred by the Association in connection therewith,

plus a service fee equal to fifteen percent (15%) of such costs. In connection with the foregoing, the Association may perform any maintenance or repairs required to be performed, may remove any change, alteration, addition or improvement which is unauthorized or not maintained in accordance with the provisions of this Declaration, and may take any and all other action reasonably necessary to correct the applicable failure; and/or

(4) Commence an action to recover damages.

(B) Enforcement Assessments.

(1) Prior to imposing a charge for damages or an Enforcement Assessment pursuant to this Article and pursuant to Article II, Section 10.(s) of the Bylaws, the Board shall give the Unit Owner a written notice that includes all of the following:

(a) A description of the property damage or violation, including the provision(s) of the Declaration, Bylaws or Rules, which have allegedly been violated;

(b) The amount of the proposed charge for damages or the Enforcement Assessment;

(c) A statement that the Owner has a right to a hearing before the Board to contest the proposed charge for damages or the Enforcement Assessment;

(d) A statement setting forth the procedures to request a hearing pursuant to (B)(2) of this Section;

(e) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge for damages or the Enforcement Assessment.

(2) (a) To request a hearing, the Owner shall deliver a written notice to the Board not later than the tenth (10th) day after receiving the notice required by division (1) of this Section. If the Owner fails to make a timely request for a hearing the right to that hearing is waived, and the Board may immediately impose a charge for damages or an Enforcement Assessment pursuant to this Section (B).

(b) If a Unit Owner requests a hearing, at least seven (7) days prior to the hearing, the Board shall provide the Unit Owner with a written notice that includes the date, time, and location of the hearing.

(c) The Unit Owner shall have an opportunity to respond, to present evidence and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Board.

(3) The Board shall not levy a charge for damages or the Enforcement Assessment before holding any hearing requested pursuant to (B)(2) of this Section.

(4) The Unit Owners, through the Board, may allow a reasonable time to cure a violation described in Section 10.(s) of the Bylaws before imposing a charge for damages or the Enforcement Assessment.

(5) Within thirty (30) days following a hearing at which the Board imposes a charge or assessment, the Association shall deliver a written notice of the charge for damages or the Enforcement Assessment to the Unit Owner, which will be due and payable within ten (10) days after such notice. Any Enforcement Assessment levied against a Unit Owner shall be deemed a Common Assessment and if not paid when due, all of the provisions of this Declaration relating to the late payment of Common Assessments shall be applicable except as otherwise provided by the Act.

(6) Any written notice that Section (B)(1) requires shall be delivered to the Unit Owner or any Occupant of the Unit by personal delivery, by certified mail, return receipt requested, by Federal Express or another recognized overnight courier for delivery on the next business day or by regular mail.

(C) Negligence. A Unit Owner shall be liable and may be charged by the Association for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances or of the Common Elements.

(D) Responsibility of Unit Owner for Tenants. Each Unit Owner shall be responsible for the acts and omissions, whether negligent or willful, of any tenant of his Unit, and for all employees, agents and invitees of the Unit Owner or any such tenant, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Condominium Property, or any liability to the Association, the Unit Owner shall be charged for same, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, the Bylaws or any Rule, by any tenant of any Unit, or any employees, agents or invitees of a Unit Owner or any tenant of a Unit, shall also be deemed a violation by the Unit Owner, and shall subject the Unit Owner to the same liability as if such violation was that of the Unit Owner.

(E) Costs and Attorney's and Paralegal's Fees. In any legal proceedings commenced by the Association to enforce this Declaration, the Bylaws, and/or the Rules, as said documents may be amended from time to time, the prevailing party shall, be entitled to recover the costs of the proceeding and reasonable attorney's and paralegal's fees. Any such cost or attorney's and paralegal's fees awarded to the Association in connection with any action against any Unit Owner shall be charged to the Unit Owner.

(F) No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or any other provision of this Declaration, the Bylaws, or the Rules, as the said documents may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

ARTICLE XVIII
REMOVAL FROM CONDOMINIUM OWNERSHIP

For reasons other than substantial destruction of the Condominium Development (in which event the provisions of Article VI would apply) or condemnation of the Condominium Development (in which event the provisions of Article XIII would apply), the Unit Owners exercising at least ninety percent (90%) of the voting power of the Association (and with the vote of at least 67% of the holders of first mortgages) may elect to remove the Condominium Property from the provisions of the Act. In the event of such election, all liens and encumbrances, except taxes and assessments of political subdivisions not then due and payable, upon all or any part of the Condominium Property, shall be paid, released, modified, or discharged, and a certificate setting forth that such election was made shall be filed with the recorder of County, and by him recorded. Such certificate shall certify therein under oath that all liens and encumbrances, except taxes and assessments of political subdivisions not then due and payable, upon all or part of the Common Elements have been paid, released or discharged; and, shall also be signed by the Unit Owners, each of whom shall certify therein under oath that all such liens and encumbrances on his Unit or Units have been paid, released, modified or discharged. A Condominium Property is deemed removed from the provisions of the Act upon the filing of the Certificate with the recorder of the County, and upon that removal, the Property is owned in common by the Unit Owners. The Undivided Interest in the Property owned by each Unit Owner is the Undivided Interest in the Common Elements appurtenant to the Unit in the Condominium Property previously owned by each Owner.

ARTICLE XIX
TRANSFER OF SPECIAL DECLARANT RIGHTS

(A) A Declarant may transfer Special Declarant Rights created or reserved under the Act or provided for in the Condominium Instruments by an instrument evidencing the transfer recorded in the land records of the County in which the Condominium Property is located. The instrument is not effective unless executed by both the transferor and transferee.

(B) Upon transfer of any Special Declarant Right, the liability of a transferor Declarant is as follows:

(1) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon the transferor Declarant by the Act. Lack of privity (direct contractual relationship) does not deprive the Association or any Unit Owner of standing to bring an action to enforce any obligation of the transferor.

(2) If the successor to any Special Declarant Right is an Affiliate of a Declarant, the transferor is jointly and severally liable with the successor for any obligation or liability of the successor which related to the Condominium Property.

(3) If a transferor retains any Special Declarant Rights, but transfers other Special Declarant Rights to a successor who is not an Affiliate of the Declarant, the transferor is also liable for any obligations and liabilities relating to the retained Special Declarant Rights imposed on a Declarant by the Act or the Condominium Instrument arising after the transfer.

(4) A transferor has no liability for any act or omission, or any breach of contractual or warranty obligation arising from the exercise of a Special Declarant Right by a successor Declarant who is not an Affiliate of the transferor.

(C) Unless otherwise provided in a mortgage held by a first mortgagee, in case of foreclosure of a mortgage (or deed in lieu of foreclosure), tax sale, judicial sale, or sale under the Bankruptcy Code or receivership proceedings, of any Units owned by a Declarant in the Condominium Property, a person acquiring title to all the Units being foreclosed (or deed in lieu of foreclosure) or sold, but only upon his request, succeeds to all Special Declarant Rights related to such Units, or only to any rights reserved in the Condominium Instruments to maintain models, sales offices, customer service offices and signs. The judgment or instrument conveying title shall provide for transfer of only the Special Declarant Rights requested.

(D) Upon foreclosure (or deed in lieu of foreclosure), tax sale, judicial sale, Units in a Condominium Property owned by a Declarant: (1) the Declarant ceases to have any Special Declarant Rights, and (2) right of a Declarant to elect or designate Board Members pursuant to the Bylaws and Act terminates unless the judgment or instrument conveying title provides for transfer of all Special Declarant Rights held by that Declarant to a successor Declarant.

(E) The liabilities and obligations of persons who succeed to Special Declarant Rights are as follows:

(1) A successor to any Special Declarant Right who is an Affiliate of a Declarant is subject to all obligations and liabilities imposed on the transferor by the Act or by the Condominium Instruments.

(2) A successor to any Special Declarant Right, other than a successor described in (3) or (4) of this Subsection, who is not an Affiliate of a Declarant, is subject to all obligations and liabilities imposed by the Act or the Condominium Instruments: (a) on a Declarant which relate to such Declarant's exercise or non-exercise of Special Declarant Rights; or (b) on the transferor, other than: (i) misrepresentations by any previous Declarant; (ii) warranty obligations on improvements made by any previous Declarant, or made before the Condominium was created; (iii) breach of any fiduciary obligation by any previous Declarant or appointees to the Board of Directors; or (iv) any liability or obligation imposed on the transferor as a result of the transferor's acts or omissions after the transfer.

(3) A successor to only a Special Declarant Right reserved in the Condominium Instruments to maintain models, sales offices, customer service offices and signs, if such successor is not an Affiliate of a Declarant, may not exercise any other Special Declarant Right, and is not subject to any liability or obligation as a Declarant, except the obligation to provide a Disclosure Statement under Sections 5311.25, 5311.26 and 5311.27 of the Act and any liability arising as a result.

(4) A successor to all Special Declarant Rights held by the transferor who is not an Affiliate of that Declarant and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Units under Subsection (B), may declare the intention in a recorded instrument to hold those rights solely for transfer to another person. Thereafter, until transferring all Special Declarant Rights to any person acquiring title to any Unit owned by the successor, or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than any right held by the transferor to control the Board of Directors in accordance with the provisions of the Act and the Condominium Instruments for the duration of the period that a Declarant has the right to elect or designate Board Members, and any attempted exercise of those rights is void. So long as a successor Declarant may not exercise Special Declarant Rights under this Subsection, such successor Declarant is not subject to any liability or obligation as a Declarant.

(5) Nothing in this Article subjects any successor to a Special Declarant Right to any claims against or other obligations of a transferor Declarant, other than claims and obligations arising under the Act or the Condominium Instruments.

ARTICLE XX MISCELLANEOUS PROVISIONS

(A) Right of Declarant to act as Board of Directors. Declarant reserves unto itself the right to manage, control and exercise all of the rights of the Association in accordance with and to the extent permitted by the provisions of Sections 5311.08 and 5311.25 of the Act.

(B) Record of Mortgagees of Units. Any Unit Owner who mortgages his Ownership Interest shall notify the Association in such manner as the Association may direct, of the name and address of his mortgagee and thereafter shall notify the Association of the payment, cancellation or other alteration in the status of such mortgage. The Association shall maintain such information in a record entitled "Mortgagees of Units".

(C) Rights of Mortgagees of Units to Receive Notices. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the owner or owners whose Unit ownership is subject to such mortgage or trust deed.

(D) Notices to Association. Notices required to be given to the Board or the Association may be delivered to any member of the Board or officer of the Association either personally or by mail to such member or officer at his Unit.

(E) Notices. All notices required or permitted hereunder, and under the Bylaws and the Act, to the Declarant, the Association, the Board of Directors and its delegates shall be in writing and shall be given by personal delivery or sent by regular U.S. mail to the Board of Directors or its delegates at the address of the Condominium Property or to such other address as the Board may designate from time to time by notice in writing to all Unit Owners. All notices to the Declarant shall be sent by registered or certified mail, return receipt requested, to: Kevan Millstein, 27800 Cedar Road, Cleveland, Ohio 44122, with a copy of same to Richard A. Rosner, Esq., Kahn Kleinman, A Legal Professional Association, 2600 Erieview Tower, 1301 East Ninth Street, Cleveland, Ohio 44114, or to such other address as the Declarant or its counsel may designate from time to time by notice in writing to all Unit Owners. All notices to any Unit Owner shall be sent by personal delivery or sent by regular U.S. mail to such Unit Owner's Unit address or to such other address as may be designated by him from time to time, in writing, to the Board of Directors. All notices shall be deemed to have been given and therefore effective not later than forty-eight (48) hours after the date that such notice is deposited in the U.S. Mail, except notices of change of address which shall be deemed to have been given when received, and except as otherwise provided herein. Any notice required or permitted to be given to any Occupant of a Unit other than a Unit Owner shall effectively be given if hand delivered to such Occupant or placed in his mail box or placed under the door to such Occupant's Unit.

(F) Title to Units Subject to Declaration. Each grantee of the Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration and in the documents referred to in this Declaration, and all rights, benefits and privileges of every nature 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 the Condominium Property, and shall inure to the benefit of such owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

(G) Non-Liability of Declarant. Except as otherwise provided in the Condominium Property Act, 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 Bylaws in Declarant's (or its representative's) capacity as owner, manager or seller of the Condominium Property whether or not such claim (1) shall be asserted by any Unit Owner, an Occupant of a Unit, 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 delictu. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Unit Owner, an Occupant of a Unit, 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, telephone, water or sewage).

(H) Declarant Assessments. Except as otherwise provided in the Act, the Declarant shall not be required to pay any assessments or monies to finance any claim or litigation against the Declarant.

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

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

(K) Rule Against Perpetuities. If any of the options, 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 (21) years after the death of the survivor of the now living descendants of George W. Bush, President of the United States of America, and Richard Cheney, Vice President of the United States of America.

(L) Headings. The heading of each Article and of each such paragraph in this Declaration and in the Bylaws is inserted only as a matter of convenience and for reference and in no way defines, limits or describes the scope or intent of this Declaration or the Bylaws nor in any way affects this Declaration or the Bylaws.

(M) Gender. The use of the masculine gender herein or in the Bylaws shall be deemed to include the feminine and the neuter genders, as the case may be, and the use of the singular shall be deemed to include the plural, whenever the context so requires.

(N) Rights of Action. The Association and any aggrieved Unit Owner shall have a right of action against Unit Owners for failure to comply with the provisions of this Declaration, Bylaws, Rules or other Condominium Instruments, or with decisions of the Association which are made pursuant to authority granted the Association in such documents. Unit Owners shall have similar rights of action against the Association.

(O) Liberal Interpretation. The provisions of this Declaration shall be liberally interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a first-class Condominium Development.

(P) Successors and Assigns. The provisions of this Declaration shall be binding upon and shall inure to the benefit of the Declarant and its successors and assigns.

(Q) Non-Retention of Property Interest in Common Elements by Declarant. The Declarant shall not retain a property interest in any of the Common Elements after control of the Condominium Development is assumed by the Association except in the Declarant's capacity as a Unit Owner of unsold Condominium Ownership Interests and except as permitted by Section 5311.25(B) of the Act.

(R) Declarant's Obligation with Respect to Unsold Units. The Declarant shall assume the rights and obligations of a Unit Owner in its capacity as owner of unsold Units in the Condominium, including, without limitation, the obligation to pay Common Expenses attributable to such Units, from the date the Declaration is filed for record, even if the construction of the Units and the appurtenant Common Elements subject to the Condominium Ownership Interests has not started or is not complete.

(S) Rights of Tenants of a Conversion Condominium Development. All Tenants have been or will be offered an option, exercisable within not less than ninety (90) days after notice, to purchase a Condominium Ownership Interest in the development that the Tenant occupies at a price that is not greater than the price at which the Unit will be offered to the general public for the subsequent one hundred eighty (180) day period. The Declarant shall give each Tenant written notice of not less than one hundred twenty (120) days, during which time the Tenant may not be evicted to accommodate or facilitate the sale of any Unit if the Tenant is not in default under the Tenant's terms of tenancy. The ninety (90) day and one hundred twenty (120) day notice periods may run concurrently and may be waived in writing by a Tenant. If two or more Tenants occupy a Unit in a Conversion Condominium Development, the option to purchase shall be given jointly to those Tenants.

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EXHIBIT "1"

TO DECLARATION OF CONDOMINIUM OWNERSHIP
FOR LIBERTY POINTE CONDOMINIUM

Glenwood Pointe Apartments
Parcel "C-1"
DGB 1861-16

November, 2005

LEGAL DESCRIPTION

Situated in the Village of Reminderville, County of Summit, and State of Ohio, and known as being part of Parcel "C" in a Lot Split & Consolidation of part of Original Twinsburg Township Lot 8, and bounded and described as follows:

Beginning at an iron monument in the centerline of Glenwood Boulevard, 60 feet wide, at its intersection with the centerline of Liberty Road, 60 feet wide and variable;

Thence South 88 degrees 51 minutes 52 seconds East along the centerline of Glenwood Boulevard, 2912.50 feet to a nail set, and the principal place of beginning of the parcel herein described;

Thence South 88 degrees 51 minutes 52 seconds East along the centerline of Glenwood Boulevard, 405.11 feet to a nail found at its intersection with the easterly line of said Original Lot 8;

Thence South 0 degrees 58 minutes 58 seconds West along the easterly line of said Original Lot 8, and passing through an iron pin set in the southerly line of Glenwood Boulevard, 524.33 feet to an iron pin set;

Thence North 88 degrees 51 minutes 52 seconds West, 135.00 feet to an iron pin set;

Thence North 1 degree 08 minutes 08 seconds East, 60.00 feet to an iron pin set;

Thence North 88 degrees 51 minutes 52 seconds West, 306.60 feet to a drill hole set;

Thence northerly along the arc of a curve deflecting to the right, 33.54 feet to an iron pin set at a point of compound curvature, said arc having a radius of 1070.00 feet, a central angle of 1 degree 47 minutes 46 seconds, and a chord which bears North 2 degrees 52 minutes 01 second West, 33.54 feet;

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Parcel "C-1"
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Thence northerly along the arc of a curve deflecting to the right, 154.63 feet to an iron pin set at a point of reverse curvature, said arc having a radius of 482.50 feet, a central angle of 18 degrees 21 minutes 43 seconds, and a chord which bears North 7 degrees 12 minutes 44 seconds East, 153.97 feet;

Thence northerly along the arc of a curve deflecting to the left, 159.64 feet to an iron pin set at a point of tangency, said arc having a radius of 599.50 feet, a central angle of 15 degrees 15 minutes 27 seconds, and a chord which bears North 8 degrees 45 minutes 52 seconds East, 159.17 feet;

Thence North 1 degree 08 minutes 08 seconds East, passing through a survey spike set in the southerly line of Glenwood Boulevard, 120.00 feet to the principal place of beginning, and containing 4.6815 acres of land, of which 0.2791 acres lie within the road right-of-way, all according to the survey by Donald G. Bohning & Associates, Inc. dated October, 2005.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

Kenneth L. Bohning
Registered Surveyor No. 6720

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EXHIBIT "2"

TO DECLARATION OF CONDOMINIUM OWNERSHIP
FOR LIBERTY POINTE CONDOMINIUM

Glenwood Pointe Apartments
Parcel "C-2"
DGB 1861-16

November, 2005

LEGAL DESCRIPTION

Situated in the Village of Reminderville, County of Summit, and State of Ohio, and known as being part of Parcel "C" in a Lot Split & Consolidation of part of Original Twinsburg Township Lot 8, and bounded and described as follows:

Beginning at an iron monument in the centerline of Glenwood Boulevard, 60 feet wide, at its intersection with the centerline of Liberty Road, 60 feet wide and variable;

Thence South 88 degrees 51 minutes 52 seconds East along the centerline of Glenwood Boulevard, 2912.50 feet to a nail set;

Thence South 1 degree 08 minutes 08 seconds West, passing through a survey spike set in the southerly line of Glenwood Boulevard, 120.00 feet to an iron pin set at a point of curvature;

Thence southerly along the arc of a curve deflecting to the right, 159.64 feet to an iron pin set at a point of reverse curvature, said arc having a radius of 599.50 feet, a central angle of 15 degrees 15 minutes 27 seconds, and a chord which bears South 8 degrees 45 minutes 52 seconds West, 159.17 feet;

Thence southerly along the arc of a curve deflecting to the left, 154.63 feet to an iron pin set at a point of compound curvature, said arc having a radius of 482.50 feet, a central angle of 18 degrees 21 minutes 43 seconds, and a chord which bears South 7 degrees 12 minutes 44 seconds West, 153.97 feet;

Thence southerly along the arc of a curve deflecting to the left, 33.54 feet to a drill hole set, and the principal place of beginning of the parcel herein described, said arc having a radius of 1070.00 feet, a central angle of 1 degree 47 minutes 46 seconds, and a chord which bears South 2 degrees 52 minutes 01 second East, 33.54 feet;

Glenwood Pointe Apartments
Parcel "C-2"
DGB 1861-16

Thence South 88 degrees 51 minutes 52 seconds East, 306.60 feet to an iron pin set;

Thence South 1 degree 08 minutes 08 seconds West, 60.00 feet to an iron pin set;

Thence South 88 degrees 51 minutes 52 seconds East, 135.00 feet to an iron pin set in the easterly line of said Original Lot 8;

Thence South 0 degrees 58 minutes 58 seconds West along the easterly line of said Original Lot 8, 836.80 feet to an iron pin set;

Thence North 77 degrees 06 minutes 33 seconds West, 486.17 feet to an iron pin set;

Thence northerly along the arc of a curve deflecting to the left, 170.52 feet to an iron pin set at a point of reverse curvature, said arc having a radius of 480.00 feet, a central angle of 20 degrees 21 minutes 16 seconds, and a chord which bears North 2 degrees 42 minutes 49 seconds East, 169.63 feet;

Thence northerly along the arc of a curve deflecting to the right, 233.10 feet to an iron pin set at a point of reverse curvature, said arc having a radius of 470.00 feet, a central angle of 28 degrees 25 minutes 00 seconds, and a chord which bears North 6 degrees 44 minutes 41 seconds East, 230.72 feet;

Thence northerly along the arc of a curve deflecting to the left, 286.76 feet to an iron pin set at a point of reverse curvature, said arc having a radius of 530.00 feet, a central angle of 31 degrees 00 minutes 00 seconds, and a chord which bears North 5 degrees 27 minutes 11 seconds East, 283.27 feet;

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Thence northerly along the arc of a curve deflecting to the right, 117.32 feet to the principal place of beginning, said arc having a radius of 1070.00 feet, a central angle of 6 degrees 16 minutes 55 seconds, and a chord which bears North 6 degrees 54 minutes 22 seconds West, 117.26 feet, and containing 8.5515 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated October, 2005.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

Kenneth L. Bohning
Registered Surveyor No. 6720

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EXHIBIT "2" CONTINUED

TO DECLARATION OF CONDOMINIUM OWNERSHIP
FOR LIBERTY POINTE CONDOMINIUM

Glenwood Pointe Apartments
Parcel "C-3"
DGB 1861-16

November, 2005

LEGAL DESCRIPTION

Situated in the Village of Reminderville, County of Summit, and State of Ohio, and known as being part of Parcel "C" in a Lot Split & Consolidation of part of Original Twinsburg Township Lot 8, and bounded and described as follows:

Beginning at an iron monument in the centerline of Glenwood Boulevard, 60 feet wide, at its intersection with the centerline of Liberty Road, 60 feet wide and variable;

Thence South 88 degrees 51 minutes 52 seconds East along the centerline of Glenwood Boulevard, 909.69 feet to a nail set, and the principal place of beginning of the parcel herein described;

Thence South 88 degrees 51 minutes 52 seconds East along the centerline of Glenwood Boulevard, 286.31 feet to a nail set;

Thence South 1 degree 08 minutes 08 seconds West, 30.00 feet to an iron pin set in the southerly line of Glenwood Boulevard;

Thence southeasterly along the arc of a curve deflecting to the right, 47.12 feet to an iron pin set at a point of tangency, said arc having a radius of 30.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord which bears South 43 degrees 51 minutes 52 seconds East, 42.43 feet;

Thence South 1 degree 08 minutes 08 seconds West, 104.46 feet to an iron pin set;

Thence South 88 degrees 51 minutes 52 seconds East, 98.50 feet to an iron pin set;

Thence easterly along the arc of a curve deflecting to the left, 29.49 feet to an iron pin set, said arc having a radius of 180.00 feet, a central angle of 9 degrees 23 minutes 12 seconds, and a chord which bears North 79 degrees 46 minutes 10 seconds East, 29.46 feet;

Glenwood Pointe Apartments

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Thence South 3 degrees 20 minutes 37 seconds East, 96.93 feet to an iron pin set;

Thence North 86 degrees 39 minutes 23 seconds East, 58.71 feet to an iron pin set;

Thence South 78 degrees 34 minutes 39 seconds East, 46.73 feet to an iron pin set;

Thence South 54 degrees 30 minutes 11 seconds East, 289.73 feet to an iron pin set;

Thence North 80 degrees 59 minutes 19 seconds East, 57.39 feet to an iron pin set;

Thence North 63 degrees 01 minute 41 seconds East, 60.70 feet to an iron pin set;

Thence North 10 degrees 41 minutes 42 seconds West, 64.22 feet to an iron pin set;

Thence North 58 degrees 27 minutes 25 seconds East, 144.58 feet to an iron pin set;

Thence South 85 degrees 53 minutes 37 seconds East, 48.29 feet to an iron pin set;

Thence North 73 degrees 51 minutes 12 seconds East, 96.56 feet to an iron pin set;

Thence South 81 degrees 50 minutes 10 seconds East, 48.19 feet to an iron pin set;

Thence South 88 degrees 51 minutes 52 seconds East, 148.83 feet to an iron pin set;

Thence South 28 degrees 13 minutes 49 seconds East, 42.55 feet to an iron pin set;

Thence South 9 degrees 43 minutes 28 seconds East, 48.55 feet to an iron pin set;

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Thence South 88 degrees 51 minutes 52 seconds East, 59.45 feet to an iron pin set;

Thence North 1 degree 08 minutes 08 seconds East, 43.77 feet to an iron pin set;

Thence North 39 degrees 18 minutes 25 seconds West, 81.00 feet to an iron pin set;

Thence North 50 degrees 41 minutes 35 seconds East, 18.34 feet to an iron pin set;

Thence northwesterly along the arc of a curve deflecting to the left, 57.19 feet to an iron pin set, said arc having a radius of 70.00 feet, a central angle of 46 degrees 48 minutes 51 seconds, and a chord which bears North 22 degrees 10 minutes 55 seconds West, 55.62 feet;

Thence North 44 degrees 24 minutes 40 seconds East, 60.00 feet to an iron pin set;

Thence North 1 degree 08 minutes 08 seconds East, 95.35 feet to a nail set in the centerline of Glenwood Boulevard;

Thence South 88 degrees 51 minutes 52 seconds East along the centerline of Glenwood Boulevard, 582.21 feet to a nail set;

Thence South 1 degree 08 minutes 08 seconds West, passing through a survey spike set in the southerly line of

Glenwood Boulevard, 120.00 feet to an iron pin set at a point of curvature;

Thence southerly along the arc of a curve deflecting to the right, 159.64 feet to an iron pin set at a point of reverse curvature, said arc having a radius of 599.50 feet, a central angle of 15 degrees 15 minutes 27 seconds, and a chord which bears South 8 degrees 45 minutes 52 seconds West, 159.17 feet;

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Thence southerly along the arc of a curve deflecting to the left, 154.63 feet to an iron pin set at a point of compound curvature, said arc having a radius of 482.50 feet, a central angle of 18 degrees 21 minutes 43 seconds, and a chord which bears South 7 degrees 12 minutes 44 seconds West, 153.97 feet;

Thence southerly along the arc of a curve deflecting to the left, 150.86 feet to an iron pin set at a point of reverse curvature, said arc having a radius of 1070.00 feet, a central angle of 8 degrees 04 minutes 41 seconds, and a chord which bears South 6 degrees 00 minutes 28 seconds East, 150.74 feet;

Thence southerly along the arc of a curve deflecting to the right, 286.76 feet to an iron pin set at a point of reverse curvature, said arc having a radius of 530.00 feet, a central angle of 31 degrees 00 minutes 00 seconds, and a chord which bears South 5 degrees 27 minutes 11 seconds West, 283.27 feet;

Thence southerly along the arc of a curve deflecting to the left, 233.10 feet to an iron pin set at a point of reverse curvature, said arc having a radius of 470.00 feet, a central angle of 28 degrees 25 minutes 00 seconds, and a chord which bears South 6 degrees 44 minutes 41 seconds West, 230.72 feet;

Thence southerly along the arc of a curve deflecting to the right, 170.52 feet to an iron pin set, said arc having a radius of 480.00 feet, a central angle of 20 degrees 21 minutes 16 seconds, and a chord which bears South 2 degrees 42 minutes 49 seconds West, 169.63 feet;

Thence South 77 degrees 06 minutes 33 seconds East, 486.17 feet to an iron pin set in the easterly line of said Original Lot 8;

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Thence South 0 degrees 58 minutes 58 seconds West along the easterly line of said Original Lot 8, 218.12 feet to an iron pin set at its intersection with the northerly line of a parcel of land conveyed to Liberty Park, LLC by deed recorded as Reception Number 54186198 of Summit County Records;

Thence North 88 degrees 51 minutes 33 seconds West along the northerly line of said land conveyed to Liberty Park, LLC, and the northerly line of a parcel of land conveyed to H. Richard Sheller, Trustee, by deed recorded in Volume 1471, Page 541 of the Official Records of Summit County, 3333.11 feet to a nail set at its intersection with the centerline of Liberty Road;

Thence North 1 degree 34 minutes 19 seconds East along the centerline of Liberty Road, 15.00 feet to a nail set at its intersection with the southerly line of a parcel of land conveyed to Basil B. & Earleen A. Blanchard by deed recorded in Volume 5416, Page 20 of Summit County Records;

Thence South 88 degrees 51 minutes 33 seconds East along the southerly line of said land conveyed to Basil B. & Earleen A. Blanchard, and the southerly line of a parcel of land conveyed to Liberty Park, LLC by deed recorded as Reception Number 54520848 of Summit County Records, 1657.90 feet to an iron pin set at its intersection with the easterly line of said land so conveyed;

Thence North 1 degree 34 minutes 19 seconds East along the easterly line of said land conveyed to Liberty Park, LLC, 774.19 feet to an iron pin set at its intersection with the northerly line of said land so conveyed;

Thence North 88 degrees 51 minutes 33 seconds West along the northerly line of said land conveyed to Liberty Park, LLC, 1080.48 feet to an iron pin set;

Thence North 46 degrees 08 minutes 08 seconds East, 570.00 feet to an iron pin set;

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Thence North 43 degrees 51 minutes 52 seconds West, 92.63 feet to an iron pin set;

Thence North 1 degree 08 minutes 08 seconds East, 321.27 feet to the principal place of beginning, and containing 55.6071 acres of land, of which 0.6085 acres lie within the road right-of-ways, all according to the survey by Donald G. Bohning & Associates, Inc. dated October, 2005.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

Kenneth L. Bohning
Registered Surveyor No. 6720

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EXHIBIT "A"

TO DECLARATION OF LIBERTY POINTE CONDOMINIUM

REFERENCE TO DRAWINGS

The particulars of the land, Buildings and other improvements, including, but not limited to, the boundaries, location, designation, length, width and height of each Unit, the boundaries, location, designation and dimensions of the Common Elements, Limited Common Elements and Exclusive Use Areas and the location and dimensions of all appurtenant easements or encroachments are shown graphically on the set of Drawings incorporated in the Declaration of Condominium Ownership for Liberty Pointe Condominium (the "Declaration") by reference as Exhibit "A", prepared and bearing the certified statements of Donald G. Bohning & Associates, Inc., Civil Engineering & Surveying, 7979 Hub Parkway, Valley View, Ohio 44125, and Joseph Giglio, Registered Architect, 2525 Market Avenue, Cleveland, Ohio 44113, as required by the Condominium Property Act of the State of Ohio. Such set of Drawings will be filed in the Condominium Map Records of the Office of the Recorder of Summit County, Ohio, simultaneously with the recording of the Declaration.

EXHIBIT "C"

**TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR
LIBERTY POINTE CONDOMINIUM**

**A NARRATIVE DESCRIPTION OF THE THREE (3) BUILDINGS
AND THE UNITS WITHIN EACH BUILDING**

The Development is a conversion condominium development which means that the Development was operated as a rental property and occupied by tenants immediately prior to the submission of the Property to the provisions of the Ohio Condominium Act (Chapter 5311 of the Ohio Revised Code). The Development consists of approximately 69 acres and is located in the Village of Reminderville and fronts on Glenwood Boulevard (a dedicated public street) and is accessed off of Glenway Drive, a private drive that runs south off of Glenwood Boulevard, Reminderville, Ohio.

The Development consists of three (3) two-story garden-type multi-family residential Buildings designated by the Numbers 10365, 10373 and 10391. Each Building contains sixteen (16) Units, with eight (8) Units situated on the first floor (bearing the Unit numbers "101", "102", "103", "104", "105", "106", "107" and "108") and eight (8) Units situated on the second floor (bearing the numbers "201", "202", "203", "204", "205", "206", "207" and "208"). The three (3) Buildings contain a total of forty-eight (48) units. If the Developer adds the Additional Property which is described in Exhibit "2" to the Declaration, the Condominium Development could contain up to an additional two hundred six (206) Units, for a total of two hundred fifty-four (254) Units.

The street addresses for the three (3) Buildings and the Unit Numbers of the Condominium Units within the Building are as follows:

| <u>Street Address</u> | <u>Unit Numbers</u> |
|-----------------------|---|
| 10365 Glenway Drive | 101, 102, 103, 104, 105, 106, 107, 108, 201, 202, 203, 204, 205, 206, 207 and 208 |
| 10373 Glenway Drive | 101, 102, 103, 104, 105, 106, 107, 108, 201, 202, 203, 204, 205, 206, 207 and 208 |
| 10391 Glenway Drive | 101, 102, 103, 104, 105, 106, 107, 108, 201, 202, 203, 204, 205, 206, 207 and 208 |

The Buildings were constructed in approximately 2001. The Buildings are constructed on concrete slab foundations. The exteriors of the Buildings constructed of wood framing (wood studs and joists with pre-engineered wood

trusses for the roofs); the exteriors of Buildings have steel siding, and the roofs are asphalt shingled.

The Units are separated by common walls, floors or ceilings. The Units do not contain basements. Each Unit situated on the first floor contains a patio adjacent to the living room and is a Limited Common Elements attributable to such Unit. Each Unit situated on the second floor contains a balcony adjacent to the living room and is a Limited Common Elements attributable to each such Unit. The entrances, hallways and stairs of the Buildings at 10365 Glenway Drive and 10391 Glenway Drive are part of the Common Elements of the Development.

Units at the Buildings at 10365 Glenway Drive and 10391 Glenway Drive: Each Unit situated on the first and second floors of the Buildings at 10365 Glenway Drive and 10391 Glenway Drive is approximately 1,250 square feet of living area, exclusive of the garage and contain two (2) bedrooms, a living room, a kitchen, two (2) full baths (one containing a bath tub and the other containing a stall shower) and a laundry room.

Units at the Building at 10373 Glenway Drive: Each Unit situated on the first and second floors of the Building at 10373 Glenway Drive is approximately 1,250 square feet of living area, exclusive of the garage, except Unit Nos. 103, 106, 203 and 206 are approximately 850 square feet of living area, exclusive of the garage. Each Unit of the Building at 10373 Glenway Drive contains two (2) bedrooms, a living room, a kitchen, two (2) full baths (one containing a bath tub and the other containing a stall shower and a laundry room, except Unit Nos. 103, 106, 203 and 206 of this Building Number contain one (1) bedroom, a living room and dining area, a kitchen, one (1) full bath and a laundry room. Additionally, each Unit of the second floor of this Building contains a first floor entrance, hallway and stairs to the second floor.

Garage Buildings. The Condominium Development contains two (2) detached Garage Buildings. Garage Building No. 1 contains sixteen (16) garage spaces, and Garage Building No. 2 contains four (4) garage spaces. Each garage door serves two (2) Garage Spaces. The Garage Spaces are Exclusive Use Areas. The Garage Buildings have poured-in concrete floors, steel siding exteriors and asphalt shingled roofs.

Any inconsistencies between the narrative descriptions of Units and/or the Common Elements on the one hand and the "as-built" Drawings on the other hand shall be resolved in favor of the "as-built" Drawings.

(l) Regulate the use, maintenance, repair, replacement, modification and appearance of the Condominium Property.

(m) Adopt and amend Rules and regulate the use and occupancy of Units in the maintenance, repair, replacement, modification and appearance of Units, Common Elements and Limited Common Elements when the actions required by those Rules affect Common Elements or other Units, and establish Enforcement Assessments for the infraction thereof.

(n) Purchase, hold title to, operate, manage and sell real property that is not declared to be part of the Condominium Property. Any transaction pursuant to this Section that takes place prior to the date that the Unit Owners other than the Declarant assume control of the Association requires the approval of the Declarant, and the approval of Unit Owners other than the Declarant who exercise not less than seventy-five percent (75%) of the voting power of the Association, and the authorization of the Board. Any transaction pursuant to this Section that takes place after the Unit Owners assume control of the Association requires the approval of Unit Owners who exercise not less than seventy-five percent (75%) of the voting power of the Association and the authorization of the Board. Expenses incurred in connection with any transaction pursuant to this Section are Common Expenses.

(o) Acquire, encumber, convey and otherwise transfer personal property.

(p) Hold in the name of the Association the real property and personal property acquired pursuant to (n) and (o) of this Section.

(q) Grant easements, leases, licenses and concessions through or over the Common Elements, including (1) entering into agreements with third party providers of satellite dishes, master antennae or internet services for the benefit of the Owners and Occupants of Units who elect to subscribe to such services and to grant an easement or license for such service pursuant to Article III(G) of the Declaration (any such agreements shall contain terms and conditions negotiated by the Board on behalf of the Association and a third party provider); and (2) entering into easement agreements for access and utilities shared with neighboring owners.

(r) Impose and collect fees or other charges for the use, rental and operation of the Common Elements or for services provided to Unit Owners.

(s) Impose interest and late charges for the late payment of Assessments, impose returned check charges, and pursuant to Article XVII of the Declaration impose reasonable Enforcement Assessments for violations to the Declaration and these Bylaws and the Rules of the Association, and reasonable charges for damages to the Common Elements or other property.

EXHIBIT "C-1"

Glenwood Pointe Apartments
Parcel Access Easement
DGB 1861-16

November, 2005

LEGAL DESCRIPTION

Situated in the Village of Reminderville, County of Summit, and State of Ohio, and known as being part of Parcel "C" in a Lot Split & Consolidation of part of Original Twinsburg Township Lot 8, and bounded and described as follows:

Beginning at an iron monument in the centerline of Glenwood Boulevard, 60 feet wide, at its intersection with the centerline of Liberty Road, 60 feet wide and variable;

Thence South 88 degrees 51 minutes 52 seconds East along the centerline of Glenwood Boulevard, 2912.50 feet to a nail set;

Thence South 1 degree 08 minutes 08 seconds West, 30.00 feet to a survey spike set in the southerly line of Glenwood Boulevard, and the principal place of beginning of the easement herein described;

Thence South 1 degree 08 minutes 08 seconds West, 90.00 feet to an iron pin set at a point of curvature;

Thence southerly along the arc of a curve deflecting to the right, 159.64 feet to an iron pin set at a point of reverse curvature, said arc having a radius of 599.50 feet, a central angle of 15 degrees 15 minutes 27 seconds, and a chord which bears South 8 degrees 45 minutes 52 seconds West, 159.17 feet;

Thence southerly along the arc of a curve deflecting to the left, 154.63 feet to an iron pin set at a point of compound curvature, said arc having a radius of 482.50 feet, a central angle of 18 degrees 21 minutes 43 seconds, and a chord which bears South 7 degrees 12 minutes 44 seconds West, 153.97 feet;

Thence southerly along the arc of a curve deflecting to the left, 150.86 feet to an iron pin set at a point of reverse curvature, said arc having a radius of 1070.00 feet, a central angle of 8 degrees 04 minutes 41 seconds, and a chord which bears South 6 degrees 00 minutes 28 seconds East, 150.74 feet;

Thence southerly along the arc of a curve deflecting to the right, 286.76 feet to an iron pin set at a point of reverse curvature, said arc having a radius of 530.00 feet, a central angle of 31 degrees 00 minutes 00 seconds, and a chord which bears South 5 degrees 27 minutes 11 seconds West, 283.27 feet;

Thence southerly along the arc of a curve deflecting to the left, 233.10 feet to an iron pin set at a point of reverse curvature, said arc having a radius of 470.00 feet, a central angle of 28 degrees 25 minutes 00 seconds, and a chord which bears South 6 degrees 44 minutes 41 seconds, West, 230.72 feet;

Thence southerly along the arc of a curve deflecting to the right, 170.52 feet to an iron pin set, said arc having a radius of 480.00 feet, a central angle of 20 degrees 21 minutes 16 seconds, and a chord which bears South 2 degrees 42 minutes 49 seconds West, 169.63 feet;

Thence North 77 degrees 06 minutes 33 seconds West, 50.00 feet to a point;

Thence northerly along the arc of a curve deflecting to the left, 152.76 feet to a point of reverse curvature, said arc having a radius of 430.00 feet, a central angle of 20 degrees 21 minutes 16 seconds, and a chord which bears North 2 degrees 42 minutes 49 seconds East, 151.96 feet;

Thence northerly along the arc of a curve deflecting to the right, 257.90 feet to a point of reverse curvature, said arc having a radius of 520.00 feet, a central angle of 28 degrees 25 minutes 00 seconds, and a chord which bears North 6 degrees 44 minutes 41 seconds East, 255.27 feet;

Thence northerly along the arc of a curve deflecting to the left, 259.70 feet to a point of reverse curvature, said arc having a radius of 480.00 feet, a central angle of 31 degrees 00 minutes 00 seconds, and a chord which bears North 5 degrees 27 minutes 11 seconds East, 256.55 feet;

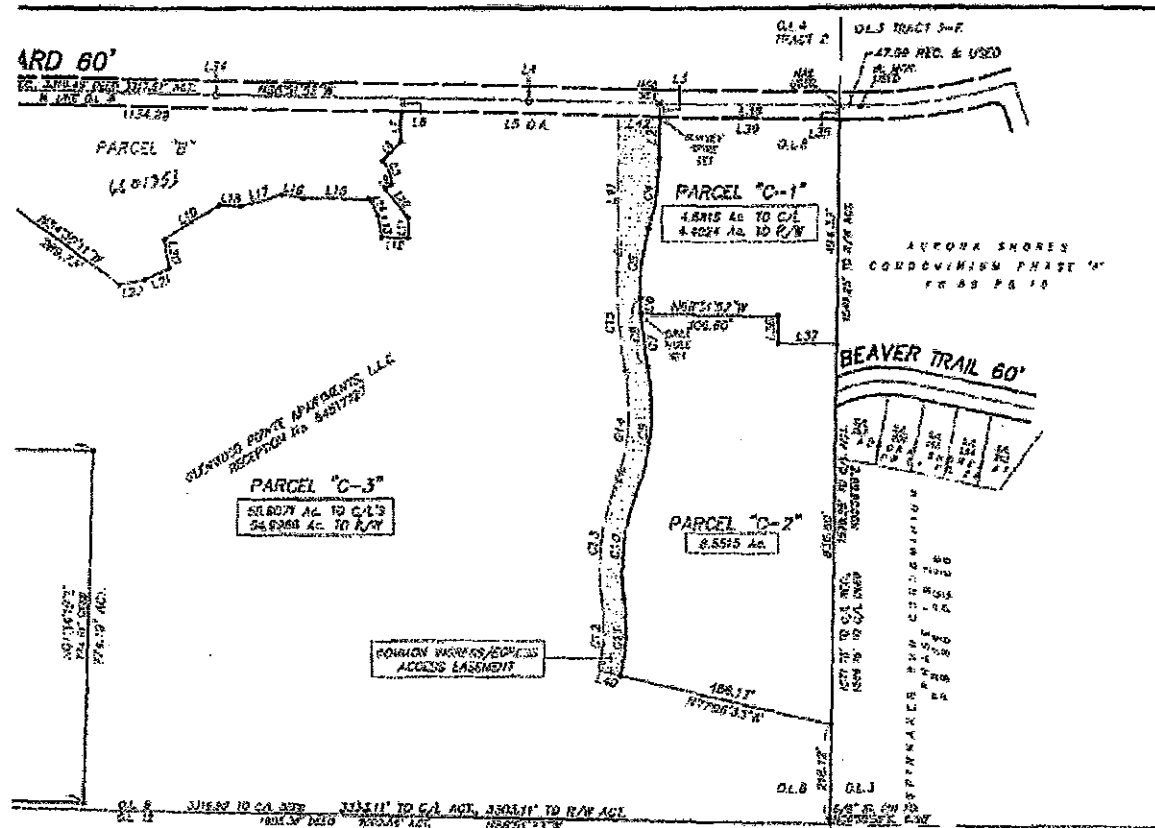
Thence northerly along the arc of a curve deflecting to the right, 218.59 feet to a point of tangency, said arc having a radius of 1120.00 feet, a central angle of 11 degrees 10 minutes 57 seconds, and a chord which bears North 4 degrees 27 minutes 21 seconds West, 218.25 feet;

Thence North 1 degree 08 minutes 08 seconds East, 342.92 feet to a point in the southerly line of Glenwood Boulevard;

Thence South 88 degrees 51 minutes 52 seconds East along the southerly line of Glenwood Boulevard, 89.00 feet to the principal place of beginning as described by Donald G. Bohning & Associates, Inc. in November, 2005.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

EXHIBIT "C-2"



LINE TABLE

| LINE | LENGTH | BEARING |
|------|--------|-------------|
| 11 | 200.00 | N00°00'00"W |
| 12 | 400.00 | N00°00'00"W |
| 13 | 200.00 | N00°00'00"W |
| 14 | 200.00 | N00°00'00"W |
| 15 | 200.00 | N00°00'00"W |
| 16 | 200.00 | N00°00'00"W |
| 17 | 200.00 | N00°00'00"W |
| 18 | 200.00 | N00°00'00"W |
| 19 | 200.00 | N00°00'00"W |
| 20 | 200.00 | N00°00'00"W |
| 21 | 200.00 | N00°00'00"W |
| 22 | 200.00 | N00°00'00"W |
| 23 | 200.00 | N00°00'00"W |
| 24 | 200.00 | N00°00'00"W |
| 25 | 200.00 | N00°00'00"W |
| 26 | 200.00 | N00°00'00"W |
| 27 | 200.00 | N00°00'00"W |
| 28 | 200.00 | N00°00'00"W |
| 29 | 200.00 | N00°00'00"W |
| 30 | 200.00 | N00°00'00"W |
| 31 | 200.00 | N00°00'00"W |
| 32 | 200.00 | N00°00'00"W |
| 33 | 200.00 | N00°00'00"W |
| 34 | 200.00 | N00°00'00"W |
| 35 | 200.00 | N00°00'00"W |
| 36 | 200.00 | N00°00'00"W |
| 37 | 200.00 | N00°00'00"W |
| 38 | 200.00 | N00°00'00"W |
| 39 | 200.00 | N00°00'00"W |
| 40 | 200.00 | N00°00'00"W |
| 41 | 200.00 | N00°00'00"W |
| 42 | 200.00 | N00°00'00"W |
| 43 | 200.00 | N00°00'00"W |
| 44 | 200.00 | N00°00'00"W |
| 45 | 200.00 | N00°00'00"W |
| 46 | 200.00 | N00°00'00"W |
| 47 | 200.00 | N00°00'00"W |
| 48 | 200.00 | N00°00'00"W |
| 49 | 200.00 | N00°00'00"W |
| 50 | 200.00 | N00°00'00"W |
| 51 | 200.00 | N00°00'00"W |
| 52 | 200.00 | N00°00'00"W |
| 53 | 200.00 | N00°00'00"W |
| 54 | 200.00 | N00°00'00"W |
| 55 | 200.00 | N00°00'00"W |
| 56 | 200.00 | N00°00'00"W |
| 57 | 200.00 | N00°00'00"W |
| 58 | 200.00 | N00°00'00"W |
| 59 | 200.00 | N00°00'00"W |
| 60 | 200.00 | N00°00'00"W |

APPROVALS:
 THIS LOT WITHIN OF PARCEL "C" BY THE GRANDVIEW APARTMENTS LLC HAS BEEN APPROVED BY THE VILLAGE OF ROUNDVIEW PLANNING COMMISSION THIS _____ DAY OF _____, 20____.

 SECRETARY

RELEASE OF ROUNDVIEW ORDINANCE 8182 THIS _____ DAY OF _____, 20____.

 VILLAGE OF ROUNDVIEW - VILLAGE OF ROUNDVIEW ENGINEER

 VILLAGE OF ROUNDVIEW ENGINEER HAS _____ DAY OF _____, 20____.

 RECORDATION NO. _____

 CLERK OF COURSE

 VILLAGE OF ROUNDVIEW SQUAD HAS _____ DAY OF _____, 20____.

 VILLAGE OF ROUNDVIEW ENGINEER

CURVE TABLE

| CHORD | ARCS | LENGTH | TANGENT | CHORD | BEARING | AREA |
|---------|---------|--------|---------|--------|-------------|-----------|
| 100.00 | 100.00 | 47.12 | 47.12 | 47.12 | N00°00'00"W | 2454.36 |
| 200.00 | 200.00 | 94.24 | 94.24 | 94.24 | N00°00'00"W | 9817.28 |
| 300.00 | 300.00 | 141.36 | 141.36 | 141.36 | N00°00'00"W | 21681.36 |
| 400.00 | 400.00 | 188.48 | 188.48 | 188.48 | N00°00'00"W | 39576.00 |
| 500.00 | 500.00 | 235.60 | 235.60 | 235.60 | N00°00'00"W | 62700.00 |
| 600.00 | 600.00 | 282.72 | 282.72 | 282.72 | N00°00'00"W | 91052.40 |
| 700.00 | 700.00 | 329.84 | 329.84 | 329.84 | N00°00'00"W | 124632.40 |
| 800.00 | 800.00 | 376.96 | 376.96 | 376.96 | N00°00'00"W | 164440.00 |
| 900.00 | 900.00 | 424.08 | 424.08 | 424.08 | N00°00'00"W | 210484.00 |
| 1000.00 | 1000.00 | 471.20 | 471.20 | 471.20 | N00°00'00"W | 262764.00 |

APARTMENTS LLC,
 CHARGED HEREBY TO NOTIFY
 AND ACKNOWLEDGE THAT

 WITNESS

 RETURN

FOR SAID COUNTY AND
 APPROVED THE
 COUNTY INSTRUMENT IN
 AND THE COUNTY
 RECORD IS MADE
 AS SUCH OFFICER'S
 DUTY.

I SET MY HAND AND
 SEAL THIS _____ DAY OF _____, 20____.

 COUNTY CLERK

Graphic Scale: 1" = 100'

North Arrow: N

RODMAN G. BORHNS & ASSOCIATES, INC.
 CIVIL ENGINEERS & SURVEYORS
 1501 S. 10th St., Suite 200, Lincoln, NE 68502
 Phone: (402) 441-4121 Fax: (402) 441-4122

DATE: 11-15-07
 SHEET: L.R. E.K. 1801-1B
 PROJECT: 18011815

EXHIBIT "D"

**TO DECLARATION OF CONDOMINIUM OWNERSHIP
FOR LIBERTY POINTE CONDOMINIUM**

**DESIGNATION OF THE BUILDING AND UNIT NUMBERS,
BUILDING ADDRESSES AND UNDIVIDED INTERESTS**

| Building No. | Unit No. | Building Address | Assigned Storage Locker Number (If Any) | Approximate Square Footage of Unit | Undivided Interest in Common Elements, Common Expenses, Common Assessments, Common Surplus, Common Profits and Common Losses |
|--------------|----------|---------------------|---|------------------------------------|--|
| 1 | 101 | 10365 Glenway Drive | 101 | 1250 | 0.0214 |
| 1 | 102 | 10365 Glenway Drive | 102 | 1250 | 0.0214 |
| 1 | 103 | 10365 Glenway Drive | 103 | 1250 | 0.0214 |
| 1 | 104 | 10365 Glenway Drive | 104 | 1250 | 0.0214 |
| 1 | 105 | 10365 Glenway Drive | 105 | 1250 | 0.0214 |
| 1 | 106 | 10365 Glenway Drive | 106 | 1250 | 0.0214 |
| 1 | 107 | 10365 Glenway Drive | 107 | 1250 | 0.0214 |
| 1 | 108 | 10365 Glenway Drive | 108 | 1250 | 0.0214 |
| 1 | 201 | 10365 Glenway Drive | 201 | 1250 | 0.0214 |
| 1 | 202 | 10365 Glenway Drive | 202 | 1250 | 0.0214 |
| 1 | 203 | 10365 Glenway Drive | 203 | 1250 | 0.0214 |
| 1 | 204 | 10365 Glenway Drive | 204 | 1250 | 0.0214 |
| 1 | 205 | 10365 Glenway Drive | 205 | 1250 | 0.0214 |
| 1 | 206 | 10365 Glenway Drive | 206 | 1250 | 0.0214 |
| 1 | 207 | 10365 Glenway Drive | 207 | 1250 | 0.0214 |
| 1 | 208 | 10365 Glenway Drive | 208 | 1250 | 0.0214 |

| Building No. | Unit No. | Building Address | Assigned Storage Locker Number (If Any) | Approximate Square Footage of Unit | Undivided Interest in Common Elements, Common Expenses, Common Assessments, Common Surplus, Common Profits and Common Losses |
|--------------|----------|---------------------|---|------------------------------------|--|
| 2 | 101 | 10373 Glenway Drive | None | 1250 | 0.0214 |
| 2 | 102 | 10373 Glenway Drive | None | 1250 | 0.0214 |
| 2 | 103 | 10373 Glenway Drive | None | 850 | 0.0146 |
| 2 | 104 | 10373 Glenway Drive | None | 1250 | 0.0214 |
| 2 | 105 | 10373 Glenway Drive | None | 1250 | 0.0214 |
| 2 | 106 | 10373 Glenway Drive | None | 850 | 0.0146 |
| 2 | 107 | 10373 Glenway Drive | None | 1250 | 0.0214 |
| 2 | 108 | 10373 Glenway Drive | None | 1250 | 0.0214 |
| 2 | 201 | 10373 Glenway Drive | None | 1250 | 0.0214 |
| 2 | 202 | 10373 Glenway Drive | None | 1250 | 0.0214 |
| 2 | 203 | 10373 Glenway Drive | None | 850 | 0.0146 |
| 2 | 204 | 10373 Glenway Drive | None | 1250 | 0.0214 |
| 2 | 205 | 10373 Glenway Drive | None | 1250 | 0.0214 |
| 2 | 206 | 10373 Glenway Drive | None | 850 | 0.0146 |
| 2 | 207 | 10373 Glenway Drive | None | 1250 | 0.0214 |
| 2 | 208 | 10373 Glenway Drive | None | 1250 | 0.0214 |
| 3 | 101 | 10391 Glenway Drive | 101 | 1250 | 0.0214 |
| 3 | 102 | 10391 Glenway Drive | 102 | 1250 | 0.0214 |
| 3 | 103 | 10391 Glenway Drive | 103 | 1250 | 0.0214 |
| 3 | 104 | 10391 Glenway Drive | 104 | 1250 | 0.0214 |
| 3 | 105 | 10391 Glenway Drive | 105 | 1250 | 0.0214 |
| 3 | 106 | 10391 Glenway Drive | 106 | 1250 | 0.0214 |
| 3 | 107 | 10391 Glenway Drive | 107 | 1250 | 0.0214 |
| 3 | 108 | 10391 Glenway Drive | 108 | 1250 | 0.0214 |

| Building No. | Unit No. | Building Address | Assigned Storage Locker Number (If Any) | Approximate Square Footage of Unit | Undivided Interest in Common Elements, Common Expenses, Common Assessments, Common Surplus, Common Profits and Common Losses |
|--------------|----------|---------------------|---|------------------------------------|--|
| 3 | 201 | 10391 Glenway Drive | 201 | 1250 | 0.0214 |
| 3 | 202 | 10391 Glenway Drive | 202 | 1250 | 0.0214 |
| 3 | 203 | 10391 Glenway Drive | 203 | 1250 | 0.0214 |
| 3 | 204 | 10391 Glenway Drive | 204 | 1250 | 0.0214 |
| 3 | 205 | 10391 Glenway Drive | 205 | 1250 | 0.0214 |
| 3 | 206 | 10391 Glenway Drive | 206 | 1250 | 0.0214 |
| 3 | 207 | 10391 Glenway Drive | 207 | 1250 | 0.0214 |
| 3 | 208 | 10391 Glenway Drive | 208 | 1250 | 0.0214 |
| | | TOTAL | | 58,400 | TOTAL: 1 |

EXHIBIT "D-1"

Liberty Pointe
Sign Easement
DGB 1861-16

February, 2006

LEGAL DESCRIPTION

Situated in the Village of Reminderville, County of Summit, and State of Ohio, and known as being part of Parcel "C-1" in the Glenwood Pointe Apartments Lot Split of part of Original Twinsburg Township Lot 8, and bounded and described as follows:

Beginning at a point in the centerline of Glenwood Boulevard, 60 feet wide, at its intersection with the centerline of Liberty Road;

Thence South 88 degrees 51 minutes 52 seconds East along the centerline of Glenwood Boulevard, 2912.50 feet to its intersection with the westerly line of said Parcel "C-1";

Thence South 1 degree 08 minutes 08 seconds West along the westerly line of said Parcel "C-1", 30.00 feet to its intersection with the southerly line of Glenwood Boulevard, and the principal place of beginning of the easement herein described;

Thence South 88 degrees 51 minutes 52 seconds East along the southerly line of Glenwood Boulevard, 25.00 feet to a point;

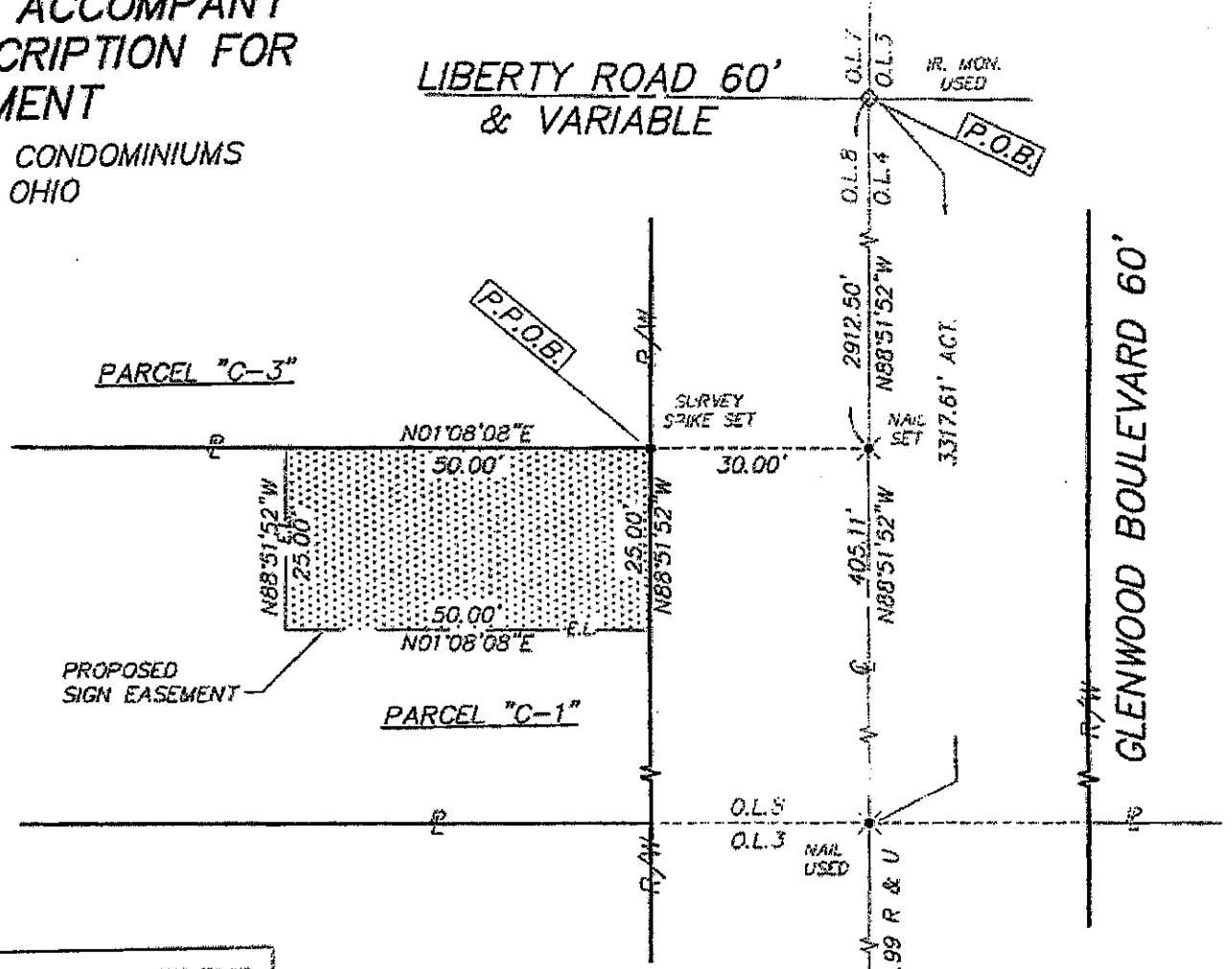
Thence South 1 degree 08 minutes 08 seconds West, 50.00 feet to a point;

Thence North 88 degrees 51 minutes 52 seconds West, 25.00 feet to a point in the westerly line of said Parcel "C-1";

Thence North 1 degree 08 minutes 08 seconds East along the westerly line of said Parcel "C-1", 50.00 feet to the principal place of beginning as described by Donald G. Bohning & Associates, Inc. in February, 2006.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

**EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION FOR
SIGN EASEMENT**
LIBERTY POINTE CONDOMINIUMS
REMINDERVILLE, OHIO



| | | | | |
|-------------|-------------------------------------|--|-----------|-------|
| | DN | DONALD G. SCHIRING & ASSOCIATES, INC. | | |
| | CIVIL ENGINEERING & SURVEYING | | | |
| | REGISTERED PROFESSIONAL ENGINEERS | | | |
| | STATE OF OHIO LICENSE NO. 186116SNE | | | |
| DATE | BY | CHECKED | DATE | SCALE |
| FEB. 2006 | M.D. | K.B. | FEB. 2006 | 1/1 |
| PROJECT NO. | 186116SNE | | | 1/1 |

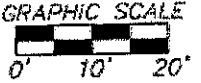


EXHIBIT "E-1"

Liberty Pointe Condominiums
25' Access Easement
DGB 1861-16C

February, 2006

LEGAL DESCRIPTION

Situated in the Village of Reminderville, County of Summit, and State of Ohio, and known as being part of Parcel "C-2" in Glenwood Pointe Apartments Lot Split of part of Original Twinsburg Township Lot 8, and bounded and described as follows:

Beginning at an iron monument in the centerline of Glenwood Boulevard, 60 feet wide, at its intersection with the centerline of Liberty Road, 60 feet wide and variable;

Thence South 88 degrees 51 minutes 52 seconds East along the centerline of Glenwood Boulevard, 2912.50 feet to a nail set;

Thence South 1 degree 08 minutes 08 seconds West, 30.00 feet to a survey spike set in the southerly line of Glenwood Boulevard;

Thence South 1 degree 08 minutes 08 seconds West, 90.00 feet to an iron pin set at a point of curvature;

Thence southerly along the arc of a curve deflecting to the right, 159.64 feet to an iron pin set at a point of reverse curvature, said arc having a radius of 599.50 feet, a central angle of 15 degrees 15 minutes 27 seconds, and a chord which bears South 8 degrees 45 minutes 52 seconds West, 159.17 feet;

Thence southerly along the arc of a curve deflecting to the left, 154.63 feet to an iron pin set at a point of compound curvature, said arc having a radius of 482.50 feet, a central angle of 18 degrees 21 minutes 43 seconds, and a chord which bears South 7 degrees 12 minutes 44 seconds West, 153.97 feet;

Thence southerly along the arc of a curve deflecting to the left, 33.54 feet to a drill hole set at the northwesterly corner of said Parcel C-2, and the principal place of beginning of the easement herein described, said arc having a radius of 1070.00 feet, a central angle of 01 degree, 47 minutes 46 seconds, and a chord which bears South 2 degrees 52 minutes 01 second East, 33.54 feet;

Thence South 88 degrees 51 minutes 52 seconds East along the northerly line of said Parcel "C-2", 306.60 feet to an iron pin set at an angle point, therein;

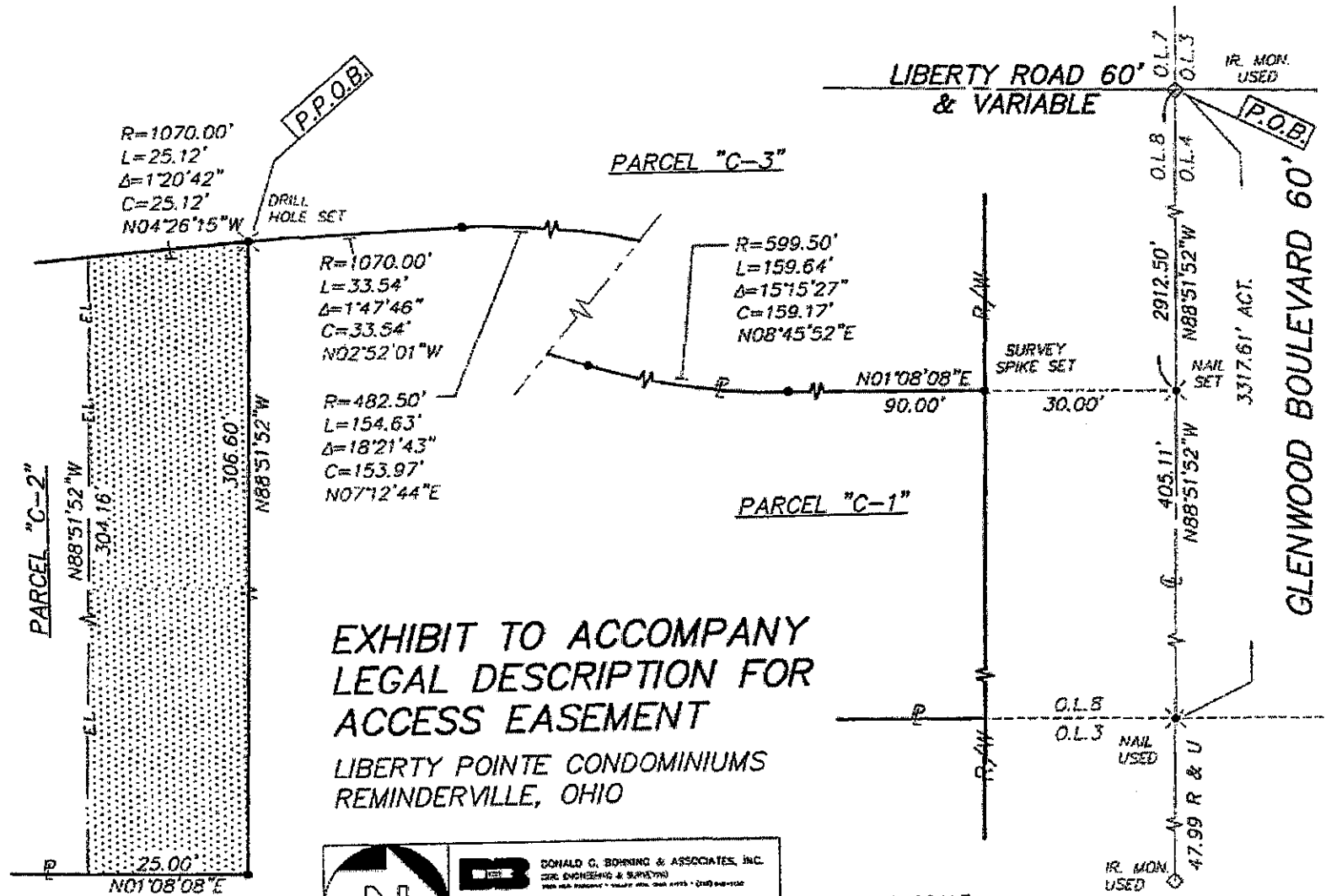
Thence South 1 degree 08 minutes 08 seconds West along an easterly line of said Parcel "C-2", 25.00 feet to a point;

Thence North 88 degrees 51 minutes 52 seconds West, 304.16 feet to a point in the westerly line of said Parcel "C-2";

Thence northerly along the curved westerly line of said Parcel "C-2", being the arc of a curve deflecting to the right, 25.12 feet to the principal place of beginning, said arc having a radius of

1070.00 feet, a central angle of 1 degree 20 minutes 42 seconds, and a chord which bears North 4 degrees 26 minutes 15 seconds West, 25.12 feet, all as described by Donald G. Bohning & Associates, Inc. in February, 2006.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.



**EXHIBIT TO ACCOMPANY
 LEGAL DESCRIPTION FOR
 ACCESS EASEMENT**
 LIBERTY POINTE CONDOMINIUMS
 REMINDERVILLE, OHIO

| | | | |
|------------------------|---|--------------|-------------------|
| | DONALD G. BOHRING & ASSOCIATES, INC. CIVIL ENGINEERING & SURVEYING <small>185116EX1 • 1851-16C</small> | | |
| | DATE M.D. K.B. FEB. 2006 | D.C. K.B. | D.R. FEB. 2006 |
| SHEET NO. 185116EX1 | TOTAL SHEETS 1851-16C | 1 / 1 | |



M:\a\cd\p\1851-16\p09\185116EX1.dwg 2/27/2006 11:34:22 AM EST