

DECLARATION OF CCNDOMINIUM OWNERSHIP

FOR

DIAMOND SHORES CONDOMINIUM

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

- 1. Exhibit A Legal Description of Real Property
- 2. Exhibit B Legal Description of Additional Real Property for Future Expansion
- 3. Exhibit C Drawings, Showing General Plan and Location of the Condominium Building
- 4. Exhibit C-1 Detail Building Sheet
- 5. Exhibit D Condominium Association Bylaws
- 6. Exhibit E Illustrated Architectural Drawings
- 7. Exhibit F Easement for Common Private Drive

James B McCauley
SUMMIT COUNTY AUDITOR

By *C. G. Gatt*
County Auditor

Dated: *May 10, 1993*

Description Approved By
TAX MAP DEPARTMENT

BEEN / G
D. Jung
5-6-93

4/15/93

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APPROVED AS TO FORM

William E. Schultz
Summit County Auditor

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**DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
DIAMOND SHORES CONDOMINIUM**

WHEREAS, CLARK AND VOLOSEN, INC., an Ohio corporation, hereinafter referred to as "Developer", is the owner in fee simple of the real property described in Exhibit A, attached hereto and incorporated by reference herein; and,

WHEREAS, It is the desire of Developer to submit said real property, together with the improvements constructed thereon and described herein, to condominium ownership pursuant to the provisions of Chapter 5311 of the Ohio Revised Code; and,

WHEREAS, Developer is also the owner of additional real property described in Exhibit B, attached hereto and incorporated by reference herein, which is adjacent to the real property described in Exhibit A; and,

WHEREAS, Developer desires to provide, if it chooses, for the submission from time to time of the real property described in Exhibit B or portions thereof, together with the improvements to be constructed thereon, to condominium ownership pursuant to the provisions of Chapter 5311 of the Ohio Revised Code.

NOW, THEREFORE, Developer hereby declares:

Developer hereby submits the real property discussed in Exhibit A, together with the improvements constructed thereon and described herein to condominium ownership pursuant to the provisions of Chapter 5311 of the Ohio Revised Code in accordance with the terms and conditions hereinafter set forth.

ARTICLE I

LEGAL DESCRIPTION AND DEFINITIONS

A. LEGAL DESCRIPTION.

The legal description of the real property to be submitted to the provisions of Chapter 5311 of the Ohio Revised Code is described in Exhibit A, attached hereto and incorporated by reference herein.

B. DEFINITIONS.

The following terms used herein are defined as follows:

(1) **Additional Property** means the real property described in Exhibit B hereto, and all easements, rights and appurtenances belonging thereto.

(2) **Association** means Diamond Shores Condominium Association, an Ohio nonprofit corporation, and shall also mean the same as "unit owners association" as defined by Section 5311.01 (L) of the Condominium Act.

(3) **Bylaws** mean the Bylaws of the Association attached to this Declaration as Exhibit D.

(4) **Board of Managers** means the "board of managers" of the Association as designated or elected in accordance with the provisions of the Bylaws.

(5) **Common Areas and Facilities** means "common areas and facilities" as defined by Section 5311.01 (B) of the Condominium Act.

(6) **Common Expenses** means:

a. "common expenses" as defined by Section 5311.01 (D) of the Condominium Act;

b. expenses of administration, expenses of maintenance, operation, repair or replacement of the Common Areas and Facilities and of the portions of Units to be maintained by the Association;

c. expenses declared to be Common Expenses by provisions of this Declaration or the Bylaws; and

d. any valid charge against the Condominium as a whole.

(6) **Condominium** means Diamond Shores Condominium, as established by this Declaration and any amendments thereto.

(7) **Condominium Act** means Chapter 5311 of the Ohio Revised Code, as amended from time to time.

(8) **Condominium Property** means the real property described in Exhibit A and all buildings and other improvements thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners; provided, however, if and when all or any portion of the Additional Property has been added to the Condominium Property pursuant to the provisions of Article XV hereof, the term "Condominium Property" shall also include the Additional Property or said portions thereof, and all buildings and all other improvements thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners.

(9) **Drawings** mean the "drawings" prepared and filed of record in accordance with Section 5311.07 of the Condominium Act, and any amendments thereto.

(10) **Limited Common Areas and Facilities** means "limited common areas and facilities" as defined by Section 5311.01 (K) of the Condominium Act, which areas are so designated on the Drawings and referred to as "L.C.A."

(11) **Unit** means "unit" as defined by Section 5311.01 (I) of the Condominium Act and includes only the layout and delineation of a Unit as shown on the Drawings.

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(12) **Unit Owner** means "unit owner" as defined by Section 5311.01 (J) of the Condominium Act.

All terms used herein which are defined in the Condominium Act shall have the same meaning when used in this Declaration, unless otherwise defined herein.

ARTICLE II

NAME

The name by which the Condominium is to be identified is Diamond Shores Condominium.

ARTICLE III

PURPOSES OF AND RESTRICTIONS ON USE OF CONDOMINIUM PROPERTY

A. **PURPOSES.** This Declaration is being made to establish separate individual Units from the Condominium Property, to which fee-simple interests may be conveyed, for use for single family residential living; to establish a Unit Owners' Association to administer the Condominium; to provide for the preservation of the values of Units and the Common Areas and Facilities; to provide for and promote the benefit, enjoyment and well-being of Unit Owners and occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

B. **RESTRICTIONS.**

(1) **Unit Uses.** No part of the Condominium Property shall be used for other than single family housing and the common recreational purposes for which the property was designed. Each Unit shall be used for a single family and for no other purpose. An Unit Owner may use a portion of his Unit for his office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Unit

Owner or occupant and provided further that it does not involve the personal services of any Unit Owner. An Unit Owner receiving or transmitting personal business or professional telephone calls or correspondence in or from his Unit is not thereby in violation of these restrictions.

(2) **Obstruction of Common Areas and Facilities.** There shall be no obstruction of the Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities without the prior consent of the Board of Managers, except as hereafter expressly provided.

(3) **Hazardous Uses and Waste.** Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance of the building or contents thereof applicable for residential use. No Unit Owner shall permit anything to be done or kept in his Unit, the Limited Common Areas and Facilities appertaining thereto or the Common Areas and Facilities which will result in the cancellation of insurance and the building or contents thereof, or which would be in violation of any law. No waste shall be committed upon any part of the Condominium Property. Each Unit Owner shall be obligated to maintain and keep his own Unit in good order and repair.

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

(5) **Animals and Pets.** No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Areas and Facilities, except that (i) one dog, cat or other common and accepted household pet may be kept in a Unit, provided that they are not kept, bred or maintained for any commercial purpose; (ii) when such pet shall be outside the Unit on the Common Areas and Facilities, the owner shall at all times have said pet under his control and discipline; (iii) no such pet shall exceed 20 pounds in weight; and (iv) the maintenance of such a pet in a Unit or outside a Unit on the Common Areas and Facilities shall be subject to any rules and regulations as the Board of Managers shall adopt. Notwithstanding the foregoing, the original purchaser of a Unit from Developer may have one pet in the Unit that exceeds the said weight limitation, if such pet was owned by the Unit Owner prior to the purchase of a Unit; and once such pet dies or is disposed of by the Unit Owner, the owner may only replace the pet with a pet which meets the weight restrictions.

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

(7) **Impairment of Structural Integrity of Building.** Nothing shall be done in any Unit or in or onto the Common Areas and Facilities which will impair the structural integrity of the building or which would structurally change the building.

(8) **Laundry or Rubbish in Common Areas and Facilities.** No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on

any part of the Common Areas and Facilities and the same shall be kept free and clear of rubbish, debris and other unsightly materials.

(9) **Articles on Common Areas and Facilities.** There shall not be placed or parked any recreational implements, lawn furniture, boats, trailers, vehicles, toys or other similar articles on any part of the Common Areas and Facilities except in accordance with any rules and regulations adopted by the Board of Managers.

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

11) **Alteration of Common Areas and Facilities.** Nothing shall be altered or constructed upon or removed from the Common Areas and Facilities except as hereinafter provided and except upon the prior written consent of the Association. In no event shall any alteration, construction or addition be made to a Unit within the Common Areas and Facilities, except within Limited Common Areas and Facilities which are associated with a particular Unit after written consent by the Association in accordance with any rules and regulations adopted by the Board of Managers. Swimming pools, outdoor whirlpools, trampolines and similar recreational facilities are expressly prohibited, except as may be constructed by Developer or the Association for the common use of all Unit Owners.

(12) **Rental of Units.** The respective Units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as rental for any period of less than ninety (90) days. Other than the foregoing obligations, each Unit Owner shall have the absolute right to lease his Unit in conformity with the Bylaws, provided that such lease shall be in writing, shall require the lessee to abide by the terms of the Declaration, the Bylaws and any rules and regulations adopted by the Board of Managers, and shall give to the Board of Managers the right to dispossess or otherwise act for the Unit Owner in case of default under the lease or for violation of the Declaration, the Bylaws or any such rules and regulations. The Unit Owner shall continue to be liable for all obligations of ownership of his Unit and shall be responsible to the Association for the conduct of his lessee. Copies of all such leases shall be delivered by the Unit Owner to the Board of Managers.

ARTICLE IV

~~GENERAL DESCRIPTION OF BUILDINGS AND IMPROVEMENTS~~

~~A. BUILDINGS. SEE 1st AMENDMENT~~

~~(1) The Condominium Property includes one (1) building consisting of wood, brick, block and glass construction, containing three (3) condominium Units. The location, layout, designation and boundaries of said Units and the location, layout, designation and boundaries of the Common Areas and Facilities and Limited Common Areas and Facilities, insofar as is graphically practical, are shown on Exhibits C and C-1 hereto and on the Drawings.~~

The Drawings may be amended if and when all or any portion of the Additional Property has been added to the Condominium Property pursuant to the provisions of Article XV hereof.

(2) Attached hereto as Exhibit E is a depiction of certain typical architectural views and typical Unit interior layouts which are not intended to be part of the Drawings required by Section 5311.07 of the Condominium Act, but are intended to be used for architectural reference only.

B. **PAVED AREAS.** Paved asphalt and concrete driveways and roadways have been constructed on the Condominium Property providing each Unit with access to a dedicated street and to various off-street parking areas within the Condominium Property.

ARTICLE V

INFORMATION ABOUT CONDOMINIUM PROPERTY

A. **UNITS.** Each Unit is a freehold estate and consists of all of the space bounded by the undecorated surfaces of the perimeter walls, floors and ceilings of such Unit, including the vestibules, balconies and garages, if any, as designated on the Drawings, projected, if necessary, by any partitions or roof rafters to constitute a complete enclosure of space; provided that wherever such undecorated surfaces or the area immediately adjoining such surfaces consist of plaster or plasterboard or concrete or wooden floor, all of such plaster or plasterboard or concrete or wooden floor contiguous to such surface shall be included within the Unit, but excepting the space occupied thereby lying outside the perimeters of the Unit. The dimensions, layouts and descriptions of each such Unit are shown on the Drawings and include without limitation:

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

(2) All window sashes and doors, inclusive of door frames, in the interior and perimeter walls and space occupied thereby.

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

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

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

(6) All enclosed space, if any, between the roof and finished ceilings which is normally referred to as attic space.

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

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

(2) All structural portions of the building lying within the bounds of the Unit as above defined.

(3) All plumbing, electrical, heating and other utility or service lines, pipes, wires, plugs and outlets lying within the bounds of a Unit as above defined, but which also service other Units within the Condominium Property.

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

B. COMMON AND LIMITED COMMON AREAS AND FACILITIES.

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

(2) **Use of Common Areas and Facilities.** Each owner of a Unit shall own an undivided interest in the Common Areas and Facilities as a tenant in common with all other such owners, and, except as otherwise limited in this Declaration and in the Bylaws, shall have the right to use the Common Areas and Facilities 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, for the use and enjoyment of the Common

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Areas and Facilities and for ingress and egress to and from the respective Units, which rights shall be appurtenant to and shall run with his Unit.

(3) **Boat Dock Slips.** Developer reserves the right to add boat dock slips to the Condominium Property. Developer may transfer its interest in the boat dock slips to Unit Owners or to the Association for the benefit of the Unit Owners. If so transferred by Developer, the rights in the boat dock slips will pass with the sale of the Unit and the Association shall manage and maintain the dock slips. The rights in the boat dock slips may not be transferred separate from the Unit, except if such transfer is to another Unit Owner or to the Association. The Association may not transfer its rights in a slip except to a Unit Owner. The Board of Managers may adopt rules and regulations regarding the use and maintenance of the docks. The Association shall levy special assessments as provided in the Bylaws for the maintenance and repair costs and any other costs, including licensing fees, attributable to an individual boat slip. Maintenance and repair of the Association's slips shall be a Common Expense.

(4) **Ownership of Common Areas and Facilities.** The percentage of ownership of the Common Areas and Facilities attributable to the ownership interest in each Unit together with the percentage of interest in the Association for voting purposes and for the division of common benefits and expenses, as hereinafter described in Section B of Article VIII of this Declaration, shall be as follows:

Unit No. Designation	Percentage of Interest
A-1	35 %
A-2	33 %
A-3	32 %

The percentage was determined by the proportion which the fair market value of the Unit at the time of recording this Declaration bears to the then aggregate value of all of the Units having an interest in the Common Areas and Facilities.

Except in its capacity as a Unit Owner of unsold Condominium ownership interests, Developer will not retain a property interest in any of the Common Areas and Facilities after control of the Condominium is assumed by the Unit Owners' Association, except that Developer may retain an interest consistent with this Declaration and required to insure ingress and egress from and to the Common Areas and Facilities by the prospective Unit Owners in Additional Property added to the Condominium Property by amendment of this Declaration pursuant to Article XV hereof.

(5) **Description of the Limited Common Areas and Facilities.** Included in the Common Areas and Facilities, but restricted to the use of the owners of the respective Units to which such Common Areas and Facilities are appurtenances intended for the service of such Units, are areas, whether open or enclosed, designated or intended solely for the use of one or more of such Units to the exclusion of the others, as shown on the Drawings and referred to as Limited Common Areas and Facilities, or "L.C.A.," together with such areaways and access walks as reasonably provide access to the Limited Common Areas and Facilities and the Unit with which the Limited Common Areas and Facilities is associated.

(6) **Partition.** There shall be no partition of the Common Areas and Facilities 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.

ARTICLE VI

GENERAL PROVISIONS AS TO UNITS AND COMMON AREAS AND FACILITIES

A. MAINTENANCE OF UNITS.

(1) **By the Association.** The Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions of each Unit which contribute to the support of the building, excluding, however, non-structural interior walls, ceilings, floor surfaces and the cleaning and maintenance of flues, but including the exterior walls, roof and driveways.

(2) **By the Unit Owner.** 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 the Limited Common Areas and Facilities appertaining thereto, and all installations in said Unit and the Limited Common Areas and Facilities appertaining thereto of such appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any other utility service facilities located within the Unit boundaries and the Limited Common Areas and Facilities appertaining thereto; said Unit Owner shall maintain, repair and replace at his expense any air conditioning and/or heating apparatus located outside his Unit which apparatus serves his Unit and the Limited Common Areas and Facilities appertaining thereto.

b. To maintain and repair at his expense all patios, windows, doors, vestibules and entryways and all associated structures and fixtures therein, which are appurtenances to his Unit and the Limited Common Areas and Facilities appertaining thereto. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances.

c. To maintain and repair all portions including fixtures of any addition that has been made to the Unit.

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

e. Not to paint or otherwise decorate or change the appearance of any portion of the building not within the boundaries of the Unit and the Limited

Common Areas and Facilities appertaining thereto, unless the written consent of the Association is first obtained.

f. To promptly report to the Association or its agent any defect or need for repairs which is the Association's responsibility to remedy.

g. Not to make any alterations in the portions of the Unit and the Limited Common Areas and Facilities appertaining thereto or the building which are to be maintained by the Association or on the Common Areas and Facilities or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the Association, nor shall any Unit Owner impair any easement without first obtaining the written consent of the Association and of the owner or owners for whose benefit such easement exists.

B. USE AND MAINTENANCE OF COMMON AREAS AND FACILITIES.

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

(2) **Management, Maintenance, Repairs, Alterations and Improvements.** Except as otherwise provided herein, management, repair, alteration and improvement of the Common Areas and Facilities shall be the responsibility of the Association acting

through its Board of Managers. The Board of Managers may, but shall not be required to, delegate all or any portion of its authority to discharge such responsibility of the Association to a manager, a managing agent or a management company. Such delegation may be evidenced by a management contract (which shall not exceed one (1) year duration) which may be executed on behalf of the Association by an officer of the Association and which shall provide for the duties to be performed by the manager, managing agent or management company. Upon the expiration of said contract, the Association, through its Board of Managers, may renew the said management contract for an additional period, or designate a different manager for the property and enter into a new contract with said manager. Upon assumption of control of the Board of Managers by the Unit Owners, other than Developer, as provided in the Bylaws, the Unit Owners and the Association will not be bound for more than one (1) year by any management contract or agreement executed prior to said assumption of control, unless such contract or agreement is ratified by a vote of the newly constituted Board of Managers.

(3) Lake Waters. The Association shall be responsible for maintaining the shoreline of any bodies of water located on Condominium Property, unless another association or authority is responsible for such maintenance under prior agreement or by regulation or statute. The Association shall also be responsible for weed control and maintenance of the shoreline of the lake adjacent to the Condominium Property and for the maintenance of the boat dock slips connected thereto, provided such control and maintenance is permitted by law and is in fact carried out in compliance with all applicable laws, rules and regulations.

C. REPAIRS TO COMMON AREAS AND FACILITIES NECESSITATED BY UNIT OWNERS ACTS. Each Unit Owner agrees to maintain, repair and replace, at his expense, all portions of the Common Areas and Facilities which may be damaged or destroyed by reason of his own or any occupant's act or neglect, or by the act or neglect of any invitee, licensee or guest of such owner or occupant.

D. USE AND MAINTENANCE OF LIMITED COMMON AREAS AND FACILITIES AND FACILITIES.

(1) Each Unit Owner agrees to maintain, repair and replace, at his expense, all portions of the Limited Common Areas and Facilities appertaining to his Unit.

(2) The Association shall not be responsible for the repair, maintenance or improvement of the Limited Common Areas and Facilities, except that snow shall be removed from drives and walkways within the Limited Common Areas and Facilities by the Association.

(3) Each Unit shall have the exclusive right of use and enjoyment of the Limited Common Areas and Facilities designated for such Unit's use, to the exclusion of all other Unit Owners, which right and enjoyment shall be for the benefit of the Unit's owner, occupants and guests.

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

F. EFFECT OF INSURANCE OR CONSTRUCTION GUARANTEES.

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

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

H. EASEMENTS.

(1) **Encroachments.** In the event that, by reason of the construction, reconstruction, settlement or shifting of the building or the design or construction of any Unit and/or the Limited Common Areas and Facilities appertaining thereto, any part of the Common Areas and Facilities encroaches or shall hereafter encroach upon any part

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

(2) **Maintenance Easements.** The owner of each Unit shall be subject to easements for access arising from the necessity of maintenance or operation of the entire building. The owner of each Unit shall have the permanent rights and easements to and through the Common Areas and Facilities and walls for the use of water, sewer, power, television antenna or cable and other utilities now or hereafter existing within the walls; and further shall have an easement to hang pictures, mirrors and the like upon the walls of his Unit.

(3) **Easements for Certain Utilities.** The Association may hereafter grant easements for utility purposes for benefit of the Condominium Property, including the

right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains and lines, telephone wires and equipment, cable television and communications lines and electrical conduits and wires over, under, along and on any portion of the Common Areas and Facilities; and each Unit Owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing.

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

(5) **Easements for Garages and Parking.** Easements are hereby declared and created for ingress and egress into and from each Unit Owner's garage for the benefit of said Unit Owner and his guests. No other Unit Owner or Unit Owner's invitee, assign and/or guest shall block or deny access, ingress or egress of another Unit Owner to said Unit Owner's garage. Further, easements are hereby declared and created for the benefit of all Unit Owners and their invitees and guests to park automobiles for a period of no more than twenty-four (24) hours in designated parking areas in the Common Areas and Facilities.

(6) **Easements to Public Utilities.** Easements are hereby declared and granted to Summit County, Ohio, and any successor public utility operating the County's water and sewer services, for the purpose of maintaining, operating, relocating, removing and replacing necessary sewer and water lines, manholes and appurtenances thereto that now exist or may hereafter be installed upon the Condominium Property, wherever situated,

with the right of reasonable access thereto. Summit County, and its assigns, shall be responsible for restoring the Condominium Property as closely as may be practicable to its original condition.

(7) **Easements for Lake and Pond Maintenance.** Easements are hereby granted and declared for the benefit of the Association, its agents and assigns, and any adjacent condominium association and its agents and assigns to enter upon the Condominium Property for the purpose of maintaining lakes and ponds and bodies of water located within the boundary of the Condominium or adjacent thereto.

(8) **Other Easements.** Easements are hereby declared and granted for roadway purposes and for ingress and egress to Developer and its assigns, as set forth in Exhibit F hereto. Further, an easement for common drive purposes for the benefit of the Unit Owners and others is declared and set forth in such Exhibit F. Easements for walking paths across the Condominium Property for recreational purposes are declared and granted by Developer over such portion of the Condominium Property as Developer may determine.

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

ARTICLE VII

UNIT OWNERS' ASSOCIATION

A. **MEMBERSHIP.** Developer shall cause to be formed the Association to be called Diamond Shores Condominium Association which shall act as the manager of the Condominium Property. The Association shall be established not later than the date the deed or other evidence of ownership is filed for record following the first sale of a condominium ownership interest in the development. Each Unit Owner, upon acquisition of title to a Unit within the Condominium Property, shall automatically become a member of the Association. Members of the Association shall be limited to Unit Owners.

B. **THE BOARD OF MANAGERS AND OFFICERS.** The Board of Managers and officers of the Association, designated or elected as provided in the Bylaws, shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, except as otherwise specifically provided in this Declaration, the Bylaws or by law; however, in the event any such power, duty or right shall be deemed exercisable or dischargeable by or vested in an officer or member of the Board of Managers, solely in his capacity as an officer or a member of the Board of Managers, he shall be deemed to act in such capacity as required to authenticate his acts and to carry out the purposes of this Declaration and the Bylaws.

C. **ADMINISTRATION OF CONDOMINIUM PROPERTY.** The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the Bylaws. Each owner, tenant or occupant of a Unit shall comply with the provisions of this Declaration, the Bylaws, any rules and regulations adopted by the Board of Managers and any decisions and resolutions of the Association, the Board of Managers and/or their representatives, as lawfully amended from time to time. Failure to comply with any such provisions, rules,

regulations, decisions or resolutions shall be grounds for an action to recover sums due for damages or for injunctive relief.

D. SERVICE OF PROCESS. The person to receive service of process for the Association shall be Melvin H. Clark, 767 East Turkeyfoot Lake Road, Akron, Ohio 44319. In the event Melvin H. Clark is not registered with the Secretary of the State of Ohio as statutory agent for the Association, the person to receive such service shall be the statutory agent for such corporation.

ARTICLE VIII

ASSESSMENTS

A. GENERAL. Assessments for the payment of the Common Expenses shall be made in the manner provided in this Declaration and in the Bylaws.

B. DIVISION OF COMMON PROFITS AND COMMON EXPENSES. The proportionate shares of each Unit Owner in the common profits and the common expenses of the operation of the Condominium Property as well as their proportionate representation for voting purposes in the Association is based upon the proportionate estimated fair value that each of the Units bears to the aggregate fair value of all of the Units. The acquisition or occupancy of any Unit shall be conclusive evidence against the owner or occupant thereof that the percentage set forth opposite each Unit in Section B(3) of Article V hereof is in the proportion that the fair value of the Unit bears to the aggregate value of all of the Units having an interest in the Common Areas and Facilities, said values to be determined as of the date this Declaration is filed for record and subsequently redetermined as of the date(s) of any amendment(s) adding Units to the Condominium pursuant to Article XV hereof. The proportionate share of profits and expenses and proportionate representation for voting purposes of each Unit Owner shall be in

accordance with the percentages set forth in Section B(3) of Article V hereof. The fair value of each Unit as determined by the creator of this Declaration shall be conclusive as to all parties.

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 any of the Common Areas and Facilities or by the abandonment of his Unit.

D. LIEN OF ASSOCIATION. The Association shall have a lien upon the estate or interest in any Unit of the owner thereof and its percentage of interest in the Common Areas and Facilities for the payment of the portion of the Common Expenses chargeable against such Unit which remain unpaid for ten (10) days after the same have become due and payable, from the time a certificate therefor, subscribed by an officer of the Association, is filed with the Recorder of Summit County, Ohio, pursuant to authorization given by the Board of Managers. Such certificate shall contain a description of the Unit, the name or names of the record owner or owners thereof and the amount of such unpaid portion of the Common Expenses. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the Court in an action brought to discharge such lien as hereinafter provided. In addition, the Unit Owner and any occupant thereof shall be personally liable for such expenses chargeable for the period of his ownership or occupancy. Said lien shall also secure any future unpaid Common Expenses which accrue after the filing of said lien.

E. PRIORITY OF ASSOCIATION'S LIEN. The lien provided for in Section D of this Article VIII shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages

which have been filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association.

F. NON-LIABILITY OF JUDICIAL SALE PURCHASE FOR PAST DUE COMMON EXPENSES. Where the mortgagee of a first mortgage of record or other purchaser of a Unit acquires title to the Unit as a result of a judicial sale resulting from litigation to which the Association has been made a party, such acquirer of title, his successors and assigns, shall not be liable for the share of the Common Expenses or other assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectable from all of the Units, including that of such acquirer, his successors or assigns.

G. LIABILITY FOR ASSESSMENTS UPON VOLUNTARY CONVEYANCE. In a voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments levied by the Association against the grantor and his Unit for his share of Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board of Managers, after demand has been made upon the Board in writing, setting forth the amount of all unpaid assessments against the grantor due to 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. As used in this paragraph, "grantor" shall include a decedent's estate and "grantee" shall include a devisee or intestate heir of said decedent.

H. **DISPUTE AS TO COMMON EXPENSES.** Any Unit Owner who believes that the portion of Common Expenses chargeable to his Unit, for which a certificate of lien has been filed by the Association, has been improperly charged against him or his Unit may bring action in the Court of Common Pleas for Summit County, Ohio, for the discharge of such lien.

ARTICLE IX

INSURANCE

A. **FIRE AND EXTENDED COVERAGE INSURANCE.** The Association shall obtain, for the benefit of all Unit Owners, insurance on all buildings, structures or other improvements now, or at any time hereafter, constituting a part of the Condominium Property against loss or damage by fire, lightning, perils as are at this time comprehended within the term "extended coverage", vandalism and malicious mischief in an amount not less than the replacement value thereof. Such insurance shall be written in the name of, and the proceeds thereof shall be payable to, the Association as trustee for each of the Unit Owners in accordance with the percentage ownership in the Common Areas and Facilities set forth on Section B(3) of Article V hereof. Such policy shall provide for built-in or installed fixtures and equipment in an amount not less than the replacement value thereof. Such policy shall include a deductible provision as determined by the Board of Managers to be necessary to obtain and maintain insurance coverage. Each Unit Owner shall be responsible for any deductible amount in the event of a casualty loss to his Unit.

Any insurance obtained by the Association shall be without prejudice to the right of the Unit Owner to obtain individual contents or chattel property insurance, but no Unit Owner or occupant may at any time purchase individual policies of insurance on his Unit or his interest in the Common Areas and Facilities as real property unless the Association shall be named

insured in such policy. In the event any Unit Owner or occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit Owner who acquired, or whose occupant acquired, such other insurance and said Unit Owner shall be liable to the Association to the extent of any such diminution and/or loss of proceeds.

At the express written consent of a Unit Owner, such insurance may be extended to insure additions and alterations to a Unit (including but not limited to cabinetry, railings, flooring, tile, carpeting, fixtures and similar installations, and additions or replacements thereof) attached to or situated within that portion of the Unit used exclusively by said Unit Owner and acquired or installed at the expense of said Unit Owner or previous owner of said Unit. The cost of such additional insurance shall not be a Common Expense and shall be the sole responsibility of the Unit Owner, with no liability or duty on the Association to obtain, maintain or pay for such additional insurance.

Such insurance policy may contain an endorsement recognizing the interest of any mortgagee or mortgagees of any Unit. In the event of any loss estimated to be in excess of Ten Thousand Dollars (\$10,000), the Board of Managers shall forthwith notify all mortgagees of said estimated loss. The Board of Managers shall also require the insurance carrier of the Association to so notify all mortgagees who are named as "insured" whose interest may appear. However, in no event shall the Board of Managers or the Association be liable for any loss because of failure to notify a mortgagee of record unless said mortgagee has registered with the Board of Managers as provided in Section H of Article XIX hereof. Mortgagees of record shall have a right to participate in any insurance claim proration in the event said claim is finally determined to be in excess of Ten Thousand Dollars (\$10,000). Notwithstanding the foregoing right to

participate in said claim, a mortgagee shall not have the right to participate if the claim is a result of a loss or damage to a Unit other than a Unit or Units on which said mortgagee holds a lien unless it can be reasonably shown that its security has been affected by the loss or damage. Any mortgagee may waive the provisions of this paragraph.

Such policy of insurance shall be written with a company licensed to do business in the State of Ohio and holding a rating of "A" or better by Bests Insurance Reports. Such policy shall also provide for the release by the insurer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against the Association, its officers, the Board of Managers, and any Unit Owner, member of his family, tenant or other occupant of the Condominium Property for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

B. PUBLIC LIABILITY INSURANCE. The Association shall insure itself, all Unit Owners, members of their respective families and other persons residing with them in the Condominium Property, their tenants and all persons lawfully in possession or control of any part of the Condominium Property against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about or arising from the Common Areas and Facilities, such insurance to afford protection to a limit of not less than Three Hundred Thousand Dollars (\$300,000) in respect to bodily injury, disease, illness or death suffered by any one person, to the limit of not less than Five Hundred Thousand Dollars (\$500,000) in respect to any one occurrence, and to the limit of not less than Fifty Thousand Dollars (\$50,000) in respect to damage to or destruction of property arising out of any one accident. Such insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from

denying the claim of a Unit Owner or occupant because of negligent acts of the Association, the Board of Managers, other Unit Owners or occupants.

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

C. OTHER ASSOCIATION INSURANCE. In addition, the Association may purchase and maintain contractual liability insurance, directors' and officers' liability insurance and such other insurance as the Board of Managers may determine appropriate.

D. INSURANCE PREMIUMS. Insurance premiums for the policies referred to in Sections A, B and C of this Article IX shall be a Common Expense unless otherwise provided.

E. LIBERAL CONSTRUCTION. The provisions of this Article IX shall be liberally construed for the purpose of enabling the Association to provide the most comprehensive and economical insurance coverage possible, and for this purpose the Board of Managers is empowered to coordinate the group and individual coverages contemplated herein and to require individual Unit Owners to obtain such individual policies of insurance as it may deem advisable.

ARTICLE X

DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS

A. SUFFICIENT INSURANCE. In the event the improvements forming a part of the Condominium Property, or any portion thereof, shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of such repair, restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Association in payment therefor; provided, however, that in the event, within thirty (30) days after such damage or

destruction, the Unit Owners, if they are entitled to do so pursuant to Section C of this Article X, shall elect to sell the Condominium Property or to withdraw the same from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken.

B. INSUFFICIENT INSURANCE. In the event the improvements forming a part of the Condominium Property, or any portion thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, taking into account any insurance proceeds attributable to specific Unit Owner improvements and additions, then unless the Unit Owners shall within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to Section C of this Article X, elect to withdraw the Condominium Property from the provisions of this Declaration, such repair, restoration or reconstruction of the Units so damaged or destroyed shall be undertaken by the Association at the expense of the owners of the Units so damaged or destroyed in the same proportions which the cost of repair, restoration or reconstruction of each such Unit so damaged or destroyed bears to the total cost of repair, restoration or reconstruction of all such Units. Such repair, restoration or reconstruction of all or any part of the Common Areas and Facilities shall be undertaken by the Association at the expense of all the owners of Units in the same proportions in which they shall own the Common Areas and Facilities. Should any Unit Owner refuse or fail after reasonable notice to pay his share of such cost in excess of available insurance proceeds, the amount thereof may be advanced by the Association. The amount so advanced by the Association shall be assessed to such owner, and such assessment shall have the same force and effect and, if not paid, may be enforced in the same manner as hereinbefore provided for the non-payment of assessments.

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

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

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

(3) All damaged or destroyed portions of the Condominium Property which are insured shall be deemed underinsured in the same proportion.

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

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

C. NON-RESTORATION OF DAMAGE OR DESTRUCTION. In the event of substantial damage to or destruction of seventy percent (70%) or more of the Units (rounded to the nearest whole Unit) the Unit Owners, by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power of the Association, may elect not to repair or restore such damage or destruction. Upon such election all of the Condominium

Property shall be subject to an action for sale as upon partition at the suit of any Unit Owner.

In the event of any such sale, or 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 all indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Areas and Facilities. No Unit Owner, however, shall receive any portion of this share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged.

ARTICLE XI

REHABILITATION AND OTHER IMPROVEMENTS

The Association may, by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power of the Association, determine that the Condominium Property is obsolete in whole or part and elect to have the same renewed and rehabilitated. The Board of Managers shall thereupon proceed with such renewal and rehabilitation, and the cost thereof shall be a Common Expense. Any Unit Owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the President of the Association within ten (10) days after receiving notice of such vote, to receive the fair value of his Unit, less the amount of any liens and encumbrances thereof as of the date such vote is taken, in return for a conveyance of his Unit, subject to such liens and encumbrances, to the Association. In the event of such election, such conveyance and payment of the consideration therefor, which shall be a Common Expense to the Unit Owners who have not so elected, shall be made within thirty (30) days thereafter, and, if such owner and a majority of the Board of Managers cannot agree upon the fair value of such Unit, such determination shall be made by

the majority vote of three (3) appraisers, one of which shall be appointed by such Unit Owner, one of which shall be appointed by the Board of Managers and the third of which shall be appointed by the first two (2) appraisers.

ARTICLE XII

REMOVAL FROM CONDOMINIUM OWNERSHIP

The Unit Owners, by unanimous vote, may elect to remove the Condominium Property from the provisions of the Condominium Act. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Condominium Property shall be paid, released or discharged, and a certificate setting forth that such election was made shall be filed with the Recorder of Summit County, Ohio, and by him recorded. Such certificate shall certify therein under oath that all liens and encumbrances, except any taxes and assessments not then due and payable, upon all or any part of the Common Areas and Facilities have been paid, released or discharged. Such certificate shall have also been signed by the Unit Owners, each of whom shall certify therein under oath that all such liens and encumbrances on his Unit or Units have been paid, released or discharged, and further, such certificate shall have been signed by the President and the Secretary of the Association on behalf of the Association. Anything to the contrary notwithstanding, the Unit Owners shall be required to obtain the written consent of Developer prior to removal of the Condominium Property from the provisions of the Condominium Act. Developer's right to exercise such consent shall terminate upon the fifth (5th) anniversary of the date this Declaration is first filed for record.

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ARTICLE XIII

AMENDMENT OF DECLARATION AND BYLAWS

A. **PROCEDURE.** This Declaration and the Bylaws may be amended upon the filing for record with the Recorder of Summit County of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by at least two (2) members of the Board of Managers of the Association. * Said instrument shall certify that the Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association have signed a written acceptance of said amendment, and that said written acceptance is on file with the Secretary of the Association. Such recorded amendment must be executed by said officers with the same formalities as this instrument, must refer to the volume and page in which this instrument and its attached exhibits are recorded and must contain an affidavit by the President of the Association that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit.

B. **DEVELOPER'S CONSENT.** No amendment shall have any effect, however, upon Developer, the rights of Developer under this Declaration and the Bylaws and upon the rights of bona fide first mortgagees until the written consent to such amendment by Developer and/or mortgagees has been secured. Such consents shall be retained by the Secretary of the Association, and his certification in the instrument of amendment as to the names of the consenting and non-consenting mortgagees of the various Units shall be sufficient for reliance by the general public. If less than all mortgagees consent to an amendment to the Declaration and/or the Bylaws, said amendment or modification shall nevertheless be valid among the Unit Owners, inter sese, provided that the rights of a non-consenting mortgagee shall not be derogated

hereby. Developer's right to notice of an consent to such amendment shall terminate upon the fifth (5th) anniversary of the date this Declaration is first filed for record, or upon the sale by Developer of all of the Units that may be included within the Condominium Property pursuant to Article XV hereof, whichever shall first occur.

C. **CONSTRUCTION.** The provisions of Article XV with respect to additions to Condominium Property shall supersede any inconsistent provisions of this Article XIII.

ARTICLE XIV

REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS

A. **ABATEMENT AND ENJOINMENT.** The violation of any rule or regulation adopted by the Board of Managers or the breach of any covenant or provisions contained in the Declaration or in the Bylaws shall give the Association the right, in addition to the rights hereinafter set forth in this Article, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, any breach or continuance thereof, and further, the Association or its agents shall not be thereby deemed guilty of trespass in any manner for notifying a Unit Owner of said breach.

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, restrictions or provisions of this Declaration or the Bylaws, and such violation shall continue for thirty (30) days after notice in writing from the Board of Managers, or shall occur repeatedly during any thirty (30) day period after written notice of request from the Board of Managers to cure such violation, then the Board of Managers shall have the power to issue to the defaulting owner a ten (10) day notice in writing to terminate the rights of said defaulting owner to continue as an owner and to continue to occupy, use or control his Unit, and thereupon an action in equity may

be filed by the Association against the defaulting owner for a decree of mandatory injunction against the owner or occupant to cure such violation, or subject to the prior consent of any mortgagee having a security interest in the Unit ownership of the defaulting owner, which consent shall not be unreasonably withheld, in the alternative, a decree declaring the termination of the defaulting owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant and ordering that all the right, title and interest of the owner in the property shall be sold (subject to the lien of an existing mortgage) at a judicial sale upon such notice and terms as the Court shall establish, except that the Court shall enjoin and restrain the defaulting owner from reacquiring his interest at such judicial sale. The Association, however, may acquire said interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's fees, court reporter charges, reasonable attorney's fees incurred by the Association and all other expenses of the proceedings, and all such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds, after satisfaction of such charges, any unpaid assessments hereunder and any liens, shall be paid to the owner. Upon the confirmation of such sale, the purchaser 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 an appropriate writ for the purpose of acquiring such possession. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration and the Bylaws.

ARTICLE XV

ADDITIONS TO CONDOMINIUM PROPERTY

Developer hereby explicitly reserves the right and option to expand the Condominium Property by submitting the Additional Property or portions thereof from time to time, together

with the restrictions, buildings, structures and improvements thereon, all easements, rights and appurtenances belonging thereto or to which it is subject and all articles of personal property existing for the common use of the Unit Owners to the provisions of this Declaration and the Bylaws and the Condominium Act, and to amend this Declaration in such respects as Developer may deem advisable in order to effectuate such submission or submissions, including, without limiting the generality of the foregoing, the right to amend this Declaration so as:

A. To include the Additional Property or portions thereof and the improvements constructed thereon as part of the Condominium Property.

B. To add the Drawings thereof to Exhibits C, C-1.

C. To expand, adjust, extend and modify the easements described in Exhibit F so as to serve and include the Additional Property.

D. To provide that the owners of Units in the buildings will have an interest in the Common Areas and Facilities of the Condominium Property and to amend Section (B)(3) of Article V hereof so as to establish the percentage of interest in the Common Areas and Facilities which the owners of all Units within the buildings on the Condominium Property will have at the time of such amendment or amendments. Each percentage shall be, with respect to each Unit, in the proportion that the fair market value of each Unit at the date said amendment is filed for record bears to the then aggregate value of all the Units within the said buildings on the Condominium Property, which determination shall be made by Developer and shall be conclusive and binding upon all Unit Owners.

Notwithstanding any other provision of this Declaration to the contrary, including but not limited to Article XIII above, Developer's exercise of its option to expand the Condominium

Property and to amend the Declaration and the Bylaws pursuant to said election does not require the consent of any person or entity. Developer is not subject to any limitations on its option to expand unless said limitation is expressly provided in this Article.

Developer's reservation of rights under this Article shall expire seven (7) years from the date this Declaration is first filed for record, unless Developer elects to renew his right to expand for an additional seven (7) year period and such election shall be exercised within six (6) months prior to the expiration of the original seven (7) year period. The election to renew shall be made in writing to the Secretary of the Association and shall be accompanied by the written consent of the majority of the Unit Owners other than Developer. The only circumstances that will terminate this expansion option prior to the time limits described above would be (i) completion of the entire projected possible development of the Condominium by the inclusion of the maximum number of forty-five (45) Units or (ii) Developer, by written notice to the Association, elects to waive said expansion option effective at a time prior to the expiration of said seven (7) year period.

Developer is not required to add all, or any particular portion, of the Additional Property to the Condominium Property. There are no limitations in regard to which portions of the Additional Property may be added to the Condominium Property. Developer is free to fix boundaries of any portion(s) of the Additional Property for the purpose of adding said portion(s) to the Condominium Property, and there are no limitations as to the order in which portions so designated by Developer may be added.

There are no limitations as to the location of any improvements that may be made on any portion of the Additional Property added to the Condominium Property. The maximum number of Units that may be created on the Additional Property and added to the Condominium Property

is forty-two (42), making a total of forty-five (45) Units in the entire Condominium development. No more than five (5) Units per acre shall be created on any portion of the Additional Property added to the Condominium Property. The foregoing shall neither limit, restrict nor be construed as to limit or restrict the number of dwelling Units that may be constructed on all or any portion of the Additional Property that is not added to the Condominium Property.

All Units that may be created on the Additional Property and added to the Condominium Property will be restricted exclusively to residential use, except that Developer and its successor developers shall have the right to use one or more Units for business or promotion purposes, including but not limited to sales offices and model Units. The maximum percentage of the aggregate land and floor area of all Units that may be created on the Additional Property or any portion thereof and added to the Condominium Property that is not restricted exclusively to residential use is zero, since no such Unit may be so created and added.

Any structures erected on any portion of the Additional Property and added to the Condominium Property need not be compatible with structures on the previously submitted property in the terms of quality of construction, the principal materials to be used or architectural style. Units created on any portion of the Additional Property and added to the Condominium Property need not be substantially identical to Units on previously submitted land. There are no limitations as to what types of Units may be created on the Additional Property and added to the Condominium Property.

In addition to the actual condominium Units to be placed upon the Additional Property, sewer, water, gas, electric and other utility lines, road systems and landscaping must be constructed upon the Additional Property to complete any additions. There are no restrictions

or limitations upon improvements that may be made on any portion of the Additional Property and added to the Condominium Property.

Developer reserves the right, with respect to all or any portion of the Additional Property added to the Condominium Property, to create Limited Common Areas and Facilities thereon of substantially the same type, size and number as those areas then so designated as Limited Common Areas and Facilities on the Condominium Property.

ARTICLE XVI

SALE, LEASE, RENTAL OR OTHER DISPOSITION

Any Unit Owner other than Developer who wishes to sell or lease his Unit shall give to the Board of Managers no less than fifteen (15) days prior written notice of any contemplated sale or lease, together with the name and address of the proposed purchaser or lessee.

ARTICLE XVII

CONDOMINIUM INSTRUMENT REQUIREMENTS

A. **GENERAL.** The Condominium Act requires that certain information be provided in the Condominium instruments. Much of this is provided elsewhere in the Declaration and the Bylaws and in other Condominium documents, but in order that all such information be provided in this Declaration, various items of that information are set forth in the following sections of this Article XVII.

B. **DEPOSITS.** Any deposit or down payment made in connection with a sale of a Unit by Developer or its agents will be held in trust or escrow until delivered at the time of the closing of the sale or returned to or otherwise credited to the purchaser, or forfeited to Developer. If, in the case of any such sale, a deposit or down payment of Two Thousand Dollars (\$2,000.00) or more is held for more than ninety (90) days, interest at the rate of at least

four percent (4%) per annum for any period exceeding ninety (90) days shall be credited to the purchaser at the time of the closing of the sale or upon return or other credit made to the purchaser, or added to any forfeiture to Developer. Deposits held in trust or escrow pursuant to sales by Developer or its agent shall not be subject to attachment by creditors of Developer or the purchaser.

C. ASSOCIATION CONTROL. Except in its capacity as a Unit Owner of unsold Units, Developer or its agents will not retain a property interest in any of the Common Areas and Facilities after control of the Association is assumed by the Unit Owners. The owners of Units that have been sold by Developer or its agents will assume control of the Association and the Common Areas and Facilities, as elsewhere provided herein, in compliance with the requirements of the Condominium Act. Neither the Association nor the Unit Owners will be subject to any management contract or agreement executed prior to the assumption of control of the Association by Unit Owners other than Developer for more than one (1) year subsequent to that assumption of control, unless such a contract or agreement is renewed by a vote of the Unit Owners pursuant to the provisions of the Bylaws.

D. LIMITED WARRANTY. The following are the limited warranties (and limitations thereon) which Developer gives to the purchasers of a Unit from it, which are not enforceable by the purchasers unless and until the sale of the Unit to the purchaser is closed.

(1) **Units.** Except as provided in subparagraph 3, below, Developer warrants to provide and pay for the full cost of labor and materials for any repair or replacement of structural, mechanical and other elements pertaining to the Unit occasioned or necessitated by defects in material or workmanship that arise within a period of one (1) year from the date the deed to the purchaser for that Unit is filed for record.

(2) **Common Areas and Facilities.** Developer warrants to provide and pay for the full cost of labor and materials for any repair or replacement of the roof and structural components, and mechanical, electrical, plumbing and common service elements serving the Condominium as a whole occasioned or necessitated by defects in material or workmanship that arise within a period of two (2) years from the date the deed is filed for record following the sale of the first Unit in the Condominium to a purchaser in good faith for value.

(3) **Appliances, Etc.** In the case of ranges, refrigerators, washing machines, clothes dryers, hot water heaters and other similar appliances, if any, installed and furnished by Developer as part of the Unit, Developer assigns to the purchasers all express and implied warranties of the manufacturer, and Developer's warranty with respect to such items is limited to Developer's warranty that the same have been properly installed.

(4) **Extended Warranties.** Developer assigns to the purchasers any warranties made to Developer that exceed the time periods for warranties that Developer has given to the purchasers by this limited warranty.

(5) **Limitations.**

a. No responsibility is assumed for damage from any cause, whatsoever, other than to repair or replace, at Developer's cost, items containing defects covered by Developer's warranty.

b. No responsibility is assumed for consequential or incidental damage except to the extent, if any, not permitted to be excluded or limited by law.

c. Implied warranties, if any, are limited to one (1) year from the date on which the Unit is deeded to the purchaser, except to the extent, if any, that limitation is not lawful.

d. These written warranties are the only express warranties Developer gives to the purchaser unless additional warranties are included in a written contract between Developer and the purchaser.

e. Any request for service must be sent in writing to Developer at 767 East Turkeyfoot Lake Road, Akron, Ohio 44319 or at such other address as Developer may designate, from time to time, in writing to the purchasers. Developer or Developer's designated representative will commence performance of Developer's obligations under this warranty within thirty (30) days after receipt of the purchaser's request for service, and complete the same as soon as reasonably possible. All repairs and adjustments will be made Monday through Friday, 8:00 a.m. to 5:00 p.m.

(6) **Other Rights.** This written limited warranty gives the purchaser specific legal rights and the purchaser may also have other legal rights under law.

E. DEVELOPER'S OBLIGATIONS. Developer will assume the rights and obligations of a Unit Owner in its capacity as owner of Units not yet sold, including, without limitation, the obligation to pay Common Expenses attaching to such Units, from the date this Declaration is first filed for record.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

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

B. Each grantee of Developer, by the acceptance of a deed of conveyance, acknowledges the correctness insofar as is physically possible of the Drawings and that the same comply with the as-built requirements of the Condominium Act.

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

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

E. If any of the privileges, covenants or rights created by this Declaration or the Bylaws shall be unlawful or void for violation of the rule against perpetuities or some analogous statutory provision, the rule restricting restraints on alienation, or any other statutory or common law rules imposing time limits, then such provision shall continue until twenty-one (21) years after the death of the survivor of the now living descendants of John Glenn, United States Senator from Ohio, and George Voinovich, Governor of the State of Ohio.

F. Except as expressly provided in writing, neither Developer nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration or by the Bylaws or in Developer's (or its representative's) capacity as developer, contractor, owner, manager or seller of the Condominium Property, whether or not such claims shall be asserted by any Unit Owner, occupant, the Association, the Board of Managers or by any person or entity claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located and however caused; or shall arise ex

contractu or (except in the case of gross negligence) ex delicto. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Condominium Property, or any part thereof, being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Unit Owner, occupant, the Association and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.).

G. In the event that the Association, and/or any Unit Owner, receives the proceeds of a taking by eminent domain, said proceeds may not be used to expand or extend the Condominium Property unless the written consent of all mortgagees is given.

In the event that the Association should determine to expand or extend the Condominium Property from funds received by said taking, all mortgagees shall have a right to participate in said funds which are allocated for said expansion or extensions prorata as the total of undivided interests upon which they hold alien bears to the total of all undivided interests upon which all mortgagees hold a lien.

H. In order to facilitate communications and notices with mortgagees of record, the Association and/or the Board of Managers shall not be liable to any mortgagees for a loss incurred or suffered as a result of failure to receive a notice acquired to be given in the Declaration or under the Bylaws unless said mortgagee has delivered to the Board of Managers the following information addressed as follows:

Secretary
Diamond Shores Condominium Association
767 East Turkeyfoot Lake Road
Akron, Ohio 44319

Said information to be given shall include:

- (1) A description of Units covered by mortgage lien
- (2) The name of mortgagees
- (3) The name of all mortgagors
- (4) The amount of mortgage lien
- (5) The address of mortgagee for notice purposes

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


J. Whenever in this Declaration the context so admits or requires, pronouns used herein in the third person, singular number and masculine, feminine or neuter gender shall be construed as meaning the person, number or gender as appropriate.

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

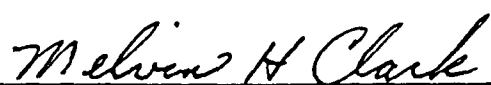
IN WITNESS WHEREOF, this Declaration is made this 21st day of April, 1993.

Witnessed by:

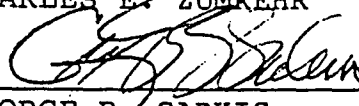
CLARK AND VOLOSEN, INC.



 CHARLES E. ZUMKEHR

By 

 Melvin H. Clark, President



 GEORGE R. SARKIS

Charles E. Zumkehr
CHARLES E. ZUMKEHR
George R. Sarkis
GEORGE R. SARKIS

By John Volosen
John Volosen, Secretary-Treasurer

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

I, GEORGE R. SARKIS, Notary Public in and for said County and State, do hereby certify that **CLARK AND VOLOSEN, INC.**, an Ohio corporation, by Melvin H. Clark, its President, and by John Volosen, its Secretary-Treasurer, have this day acknowledged the signing and execution of said instrument, f or and on behalf of said corporation, and has acknowledged that the same, in all respects, is their free act and deed as such officers and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at AKRON, Ohio, this 21st day of APRIL, 1993.

George R. Sarkis
Notary Public

GEORGE R SARKIS, Attorney-At-Law
Notary Public - State of Ohio
My commission has no expiration date
Sec. 147 03 R.C

CONSENT OF MORTGAGEE

BANK ONE, AKRON, N.A., mortgagee of the premises described in Exhibits A and B of the Declaration of Condominium Ownership for Diamond Shores Condominium, which mortgage is recorded in Volume OR 854 at Page 860, of the Summit County Records, does hereby consent to the execution and delivery of the foregoing Declaration, together with the exhibits thereto and the Drawings, and to the filing thereof with the Recorder of Summit County, Ohio, and, further, does hereby subject and subordinate the foregoing described mortgage to the Declaration, exhibits thereto and the Drawings and agrees that such mortgage will be subject to the provisions of Chapter 5311 of the Revised Code.

IN WITNESS WHEREOF, the undersigned has set its hand this 11th day of May, 1993.

WITNESSED BY:

BANK ONE, AKRON, N.A.

Debbie Smith
Debbie Smith

By: Steven R. Nielsen
Steven R. Nielsen

Janet S. Baker
Janet S. Baker

Title: Commercial Loan Officer

STATE OF OHIO)
) SS
SUMMIT COUNTY)

BEFORE ME, a Notary Public in and for said County and State personally appeared Bank One, Akron, N.A. by Steven R. Nielsen, its Comm. Loan Officer, who acknowledged that he did sign the foregoing instrument as a duly authorized act of Bank One Akron, N.A., and that the same is the free act and deed of said Bank and his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal this 11th day of May, 1993.

Dorothy M. Glines
Notary Public

DOROTHY M. GLINES
Notary Public, State of Ohio
My Commission Expires July 6, 1994

Exhibit A

LEGAL DESCRIPTION OF REAL PROPERTY

Situated in the City of Green, County of Summit, State of Ohio and known as being part of Section 6, formerly Green Township, and being more completely described as follows:

Commencing at a stone marking the northeast corner of said Section 6.

- 1) Thence S-89d-30'-28"-W along the centerline of Cottage Grove Road, C.H. 226, 60 feet wide, projected westerly a distance of 500.04 feet.
- 2) Thence S-89d-53'-47"-W along the south line of Cottage Grove Allotment a distance of 202.60.
- 3) Thence S-40d-16'-59"-W a distance of 466.71 feet to the place of beginning for the parcel herein described.
 - 1) Thence S-37d-06'-00"-E a distance of 24.70 feet.
 - 2) Thence along a curve bearing to the southwest (radius 437.48 feet, chord bearing S-45d-39'-25"-W, chord distance 78.92, delta 10d-21'-00") an arc distance of 79.03 feet.
 - 3) Thence S-50d-49'-55"-W a distance of 124.08 feet.
 - 4) Thence N-25d-07'-46"-W a distance of 129.60 feet.
 - 5) Thence N-50d-49'-55"-W a distance of 175.52 feet.
 - 6) Thence S-37d-06'-00"-E a distance of 93.99 feet to the place of beginning.

The above described parcel contains 0.5412 acres as Surveyed by Lawrence L. Butterworth, Registered Surveyor No.5916, in March 1993.

Exhibit B

**LEGAL DESCRIPTION OF
ADDITIONAL REAL PROPERTY FOR FUTURE EXPANSION**

Situated in the City of Green and the Township of Coventry, County of Summit, State of Ohio and known as being part of Section 6, formerly Green Township, and all of sub lots 673, 674, 675, 676, 677, 678, 679 and 680 in the Cottage Grove Allotment #6, as recorded in Plat Book 36, page 60, Summit County Records, being more completely described as follows: Commencing at a stone marking the northeast corner of said Section 6.

- 1) Thence S-89d-30'-28"-W along the centerline of Cottage Grove Road, C.H. 226, 60 feet wide, projected westerly a distance of 500.04' feet to a #5 rebar 5916 and the place of beginning for the parcel herein described.
- 2) Thence along the westerly line of lands belonging to McDowell, as described in deed vol. 3506, page 448 Summit County Records, S-71d-21'-40"-W a distance of 131.77 feet to a #5 Rebar 5916.
- 3) Thence continuing along said McDowell's land S-43d-41'-34"-W a distance of 498.69 feet to a #5 Rebar 5916.
- 4) Thence continuing along said McDowell's land S-43d-41'-34"-W a distance of 66.53 feet to a #5 Rebar 5916.
- 5) Thence continuing along said McDowell's land S-50d-49'-26"-W a distance of 169.74 feet to a #5 Rebar 5916.
- 6) Thence continuing along said McDowell's land S-89d-18'-52"-W a distance of 425.82 feet to a 1 inch close top pipe.
- 7) Thence continuing along said McDowell's land S-88d-02'-44"-W a distance of 193.38 feet to a 1 inch open top pipe.
- 8) Thence continuing along said McDowell's land N-87d-55'-13"-W a distance of 112.42 feet to a lead center monument.
- 9) Thence continuing along said McDowell's land N-81d-35'-51"-W a distance of 132.90 feet, the easterly line of land belonging to the State of Ohio, as surveyed by J. A. Gehres in 1893.

The following 17 courses are along the easterly line of land belonging to the State of Ohio.

- 1) Thence N-13d-39'-40"-E a distance of 193.65 feet.

- 2) Thence N-34d-15'-40"-E a distance of 40.00 feet.
 - 3) Thence S-79d-58'-20"-E a distance of 55.00 feet.
 - 4) Thence N-67d-01'-40"-E a distance of 38.15 feet.
 - 5) Thence N-48d-49'-26"-E a distance of 43.15 feet.
 - 6) Thence along a curve to the right (radius 573.38 feet, chord bearing N 67d-02'-20"-E, chord 122.64 feet, delta 12d-16'-42") an arc distance of 122.87 feet.
 - 7) Thence N-71d-21'-29"-E a distance of 22.75 feet.
 - 8) Thence S-07d-49'-53"-E a distance of 2.25 feet.
 - 9) Thence N-82d-33'-31"-E a distance of 30.47 feet.
 - 10) Thence S-43d-12'-28"-E a distance of 75.09 feet.
 - 11) Thence S-75d-20'-11"-E a distance of 46.65 feet.
 - 12) Thence N-85d-01'-40"-E a distance of 125.74 feet.
 - 13) Thence N-76d-20'-03"-E a distance of 47.62 feet.
 - 14) Thence N-46d-02'-56"-E a distance of 28.07 feet.
 - 15) Thence N-27d-39'-38"-E a distance of 17.14 feet.
 - 16) Thence N-42d-49'-21"-E a distance of 29.92 feet.
 - 17) Thence N-20d-23'-43"-E a distance of 6.80 feet.
- 10) Thence along the south line of land belonging to Cary, as recorded in deed vol. 6666, page 317 Summit County Records, S-76d-34'-25"-E a distance of 282.47 feet to a 3/4" open top pipe, passing over a #5 Rebar at 7.80 feet.
- 11) Thence S-37d-06'-00"-E a distance of 93.99 feet.
- 12) Thence the along the easterly of line of land belonging to, or formerly belonging to, 1. Cary, deed vol. 6666, page 317, 2. Weaver, deed vol. 6245, page 803, 3. Shumaker, deed vol. 7469, page 375, 4. Lockhart, deed vol. 7291, page 269, Summit County Records, N-40d-16'-59"-E a distance of 466.71 feet.
- 13) Thence along the south line of the Cottage Grove Allotment, as recorded in Plat Book 36, page 60, Summit County Records, S-89d-53'-47"-W a distance of 39.00 feet to the southwest corner of sub lot 608.
- 14) Thence along the west line of said subplot N-00d-12'-08"-E a distance of 124.84 feet to a #5 rebar 5916 the south right of way Polonia Ave.

The following 3 courses are along the south right of way of Polonia Ave.

- 1) Thence N-89d-46'-09"-E a distance of 159.70 feet to a #5 rebar 5916.
- 2) Thence S-74d-47'-53"-E a distance of 83.17 feet to a #5 rebar 5916.
- 3) Thence S-89d-57'-16"-E a distance of 99.00 feet to the west right of way of Cottage Grove Road.
- 4) Thence along the west right of way of Cottage Grove Road S-00d-09'-19"-W a distance of 102.32 feet to the place of beginning.

The above described parcel contains 8.0282 acres as Surveyed by Lawrence L. Butterworth, Registered Surveyor No. 5916 in March, 1993.

Exhibit C

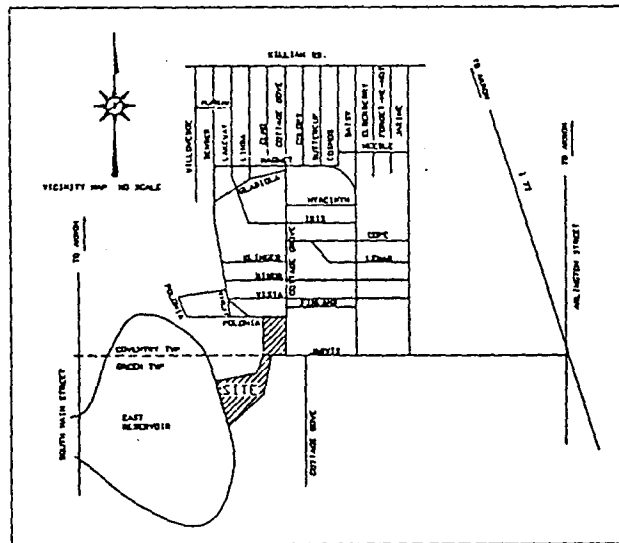
DRAWINGS, SHOWING GENERAL PLAN AND LOCATION
OF THE CONDOMINIUM BUILDING

[Attached]

UR1012

DIAMOND SHORES CONDOMINIUM

SITUATED IN THE CITY OF GREEN, AND
THE TOWNSHIP OF COVENTRY, COUNTY OF
SUMMIT, STATE OF OHIO



INDEX

PAGE 2BOUNDARY SURVEY

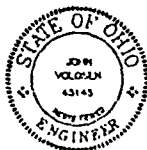
PAGE 3BOUNDARY SURVEY, PHASE 1, LOCATION BUILDING "A"

PAGE 4AS BUILT DRAWING BUILDING "A"

I hereby certify that pages two and three of this set of drawings delineates the boundary survey of lands I have surveyed and references building "A" to the perimeter of Phase 1. I further certify page four of this set of drawings accurately dimensions the perimeter of building "A" as constructed.

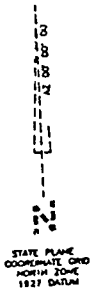


Lawrence L. Butterworth 4-20-93
Lawrence L. Butterworth, P.S. 5915 date



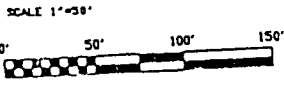
John Volosen 4-26-93
John Volosen, P.E. 43143 date.

GREISSING & BUTTERWORTH
SURVEYORS
39 EAST MARKET STREET
AKRON, OHIO 44301
(216) 253-2421



SOUTH LINE OF COVENTRY TOWNSHIP

NORTH LINE CORP. LINE CITY OF GREEN



REFERENCE MATERIAL

REFERENCE MONUMENTS SET
BY SURVEYOR STIMBLEY TO
ESTABLISH THE PORTAGE LANDS BOUNDARY
FOUND AND USED BY WELLSHA & SUTHERN

STATE STA. 208
E 220°42'29"
STATE STA. 209
E 220°42'29"
STATE STA. 210
E 220°42'29"
STATE STA. 211
E 220°42'29"

SURVEY OF PORTAGE LANDS BY SURVEYOR STIMBLEY
SURVEY OF PORTAGE LANDS BY J.A. GEORGE
SURVEY OF PORTAGE LANDS BY S. MARNEY
COUNTY TAX MAP SHEET 6
COUNTY TAX MAP SHEET 6
SURVEY BY S.T. STIMBLEY FILE 478 6

STATE OF OHIO
BOUNDARY LINE
PER J.A. GEORGE'S
SURVEY 1893 AND
D.T. KINGSLEY'S
SURVEY 1935
COURSES 1-3

EAST RESERVOIR

8.0282 ACRES

LAKE FRONT LOTS

CARY 6666/317

PROPOSED
PHASE I
SOUTH LANE CASSEMENT

OHIO Edison
CASSEMENT
2254/589

(not to scale)

UR1319-170

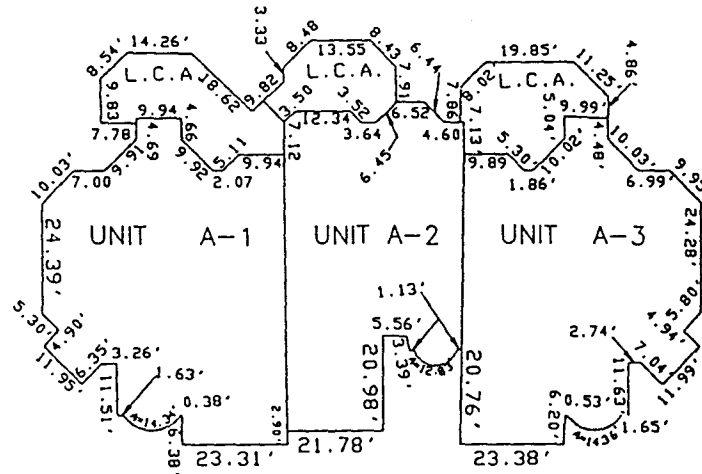
Exhibit C-1

DETAIL BUILDING SHEET

[Attached]

OR1319-172

AS BUILT DRAWING
BUILDING "A"
L.C.A. = LIMITED COMMON AREA



UNIT A-1
 175 BAYVIEW TERRACE
 APPROX. 3180 SF.
 BSM'T. ELEV. 1019.3
 CEILING ELEV. 1051.5

UNIT A-2
 177 BAYVIEW TERRACE
 APPROX. 2990 S.F.
 BSM'T. ELEV. 1919.3
 CEILING ELEV. 1049.4

UNIT A-3
 181 BAYVIEW TERRACE
 APPROX. 2770 S.F.
 BSM'T. ELEV. 1018.0
 CEILING ELEV. 1047.6

**THE DIAMOND SHORES CONDOMINIUM ASSOCIATION
ACTIONS BY UNANIMOUS WRITTEN CONSENT
OF THE MEMBERS**

The undersigned, being all the members Diamond Shores Condominium Association, an Ohio non-profit corporation (the "Association"), and Clark and Volosen, Inc., an Ohio corporation, ("Developer"), acting pursuant to the authority of Section 1702.25 of the Ohio Revised Code, do hereby adopt the following resolutions with the same force and effect as if they were adopted in a duly constituted first meeting of the Members:

RESOLVED, that the following persons shall serve as Board of Managers of the Association for the term provided after their respective name, or until a successor is duly qualified and elected:

DON MURFIN
MELVIN H CLARK
JOHN VOLOSEN

term to expire next annual meeting
term to expire at second annual meeting
term to expire at third annual meeting

FURTHER RESOLVED, that the acts and transactions taken by the Developer and Board of Managers on behalf of the Association prior to this written action be, and they are, ratified and approved.

Dated this 30TH day of January, 1998.

MEMBERS

Don DON MURFIN (Unit A-1)
Melvin H Clark MELVIN H CLARK (Unit A-2)
Karen Clark KAREN CLARK (Unit A-3)
John Volosen Inc. CLARK & VOLOSEN INC (Unit B-1
B-2, B-3)
Kim Clark KIM CLARK (Unit 22)
KAREN CLARK (Unit 23)

DEVELOPER: CLARK AND VOLOSEN, INC.

By Mel H. Clark
Mel H. Clark, President

**THE DIAMOND SHORES CONDOMINIUM ASSOCIATION
ACTIONS BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF MANAGERS**

The undersigned, being all the Managers of Diamond Shores Condominium Association, an Ohio non-profit corporation (the "Association"), acting pursuant to the authority of Section 1702.25 of the Ohio Revised Code, do hereby adopt the following resolutions with the same force and effect as if they were adopted in a duly constituted first meeting of the Board of Managers:

RESOLVED, that the following persons be, and they hereby are, duly elected to the offices set forth opposite their respective names:

<u>Kim Clark</u>	President
<u>Donald Muelein</u>	Vice President
<u>John Volson</u>	Secretary
<u>John Volson</u>	Treasurer

Dated this 30TH day of January, 1998.

MANAGERS:
[Signature]
Kim Clark
John Volson