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 JAMES B MCCARTHY SUMMIT CO AUDITOR

WHITLATCH & CO.

TO

THE BURTON LANE CONDOMINIUM ASSOCIATION

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

BURTON LANE CONDOMINIUM

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

1. Exhibit "A" - Condominium Association By-Laws.
2. Exhibit "B" - General Plan of Condominium Property.
3. Exhibit "C" - Schedule of Percentages of Interest.

SUMMIT COUNTY AUDITOR

James B. McCarthy

BY: *Pegett*

DATED: *August 31*, 1998

APPROVED AS TO FORM

9/26/98

Doreen E. Schell
 Assistant Prosecuting Attorney
 Summit County, Ohio

This instrument prepared by:
 MARK J. STOCKMAN
 Attorney at Law
 10800 Ravenna Road
 Twinsburg, Ohio 44087
 (330) 425-3500

TRANSFER NOT NECESSARY
8-31-98
 James B. McCarthy County Auditor

TNN 8-27-98

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DECLARATION OF CONDOMINIUM OWNERSHIP

BURTON LANE CONDOMINIUM

This is the Declaration of Condominium Ownership for Burton Lane Condominium, made this 9th day of March, 1998 pursuant to Chapter 5311 of the Ohio Revised Code by Whitlatch & Co., a Corporation organized and existing under the laws of the State of Ohio, and having its principal offices at 10800 Ravenna Road, Twinsburg, Ohio 44087, and referred to hereinafter as "Grantor".

1. Submission of Property.

Grantor, which is Owner in fee simple of the lands, buildings, and all other improvements constructed or to be constructed thereon, together with all easements, rights, and appurtenances belonging thereto, and all other property personal or mixed, intended for use in connection therewith, as described below and hereinafter collectively referred to as the "Property", hereby declares certain divisions, covenants, restrictions, limitations, conditions and uses respecting the Property, intending thereby to submit the Property to the provisions of Chapter 5311 of the Ohio Revised Code, hereinafter referred to as the "Condominium Act", and further intending thereby to create covenants running with the land and binding the Grantor, its successors and assigns forever.

2. Name of Condominium.

The Condominium shall be known as the BURTON LANE CONDOMINIUM.

3. Description of Land.

The land on which the buildings and improvements constituting the Property are to be located is described as follows: That portion of land located in the County of Summit, State of Ohio, being part of Twinsburg Township Tract 3, Lot 21 & 22, further known as Block "A" of The Woodlands Subdivision as shown on The Woodlands Subdivision Plat recorded as Instrument No. 54160438, Summit County Records, being approximately 5.777 acres.

4. Grantor's Reservation of Rights; Dedication of Streets and Adjustment of Percentages of Interest.

(A) Grantor hereby reserves unto itself the right to offer the entirety of Burton Lane in Dedication to Twinsburg Township, Ohio as a public right-of-way, and reserves the right to grant any easements for the purpose of extending utilities on or through the Common Areas of the Condominium Domain. Grantor shall have full right and authority to execute a Dedication Plat and any and all other instruments necessary and/or required by Twinsburg Township or by any public or private utility to effect said Dedication of Burton Lane or utility easements.

(B) Notwithstanding the provisions of Section 5311.04(D) of the Ohio Revised Code, Grantor hereby reserves unto itself on behalf of all Unit Owners the right to assign new Percentages of Interest to all Units upon the completion of construction of all Units. Said right shall exist for one time only, and shall be for the sole purpose of ensuring that the Percentage of Interest of each Unit Owner reflects the cost of the Base Unit, site feature premiums, and plan options of the individual Unit, as constructed, divided by the total of the cost of all the base Units, site feature premiums, and



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plan options for all units as constructed at Burton Lane Condominium, and as further explained in Section 12 below.

5. Reservation of Right and Option to Expand.

(A) **Reservation of Expansion Option.** Grantor does hereby expressly reserve the right and option to expand the Burton Lane Condominium pursuant to Section 5311.051 of the Ohio Revised Code.

(B) **Limitations on Option.** Grantor has no limitations on its option to expand the Burton Lane Condominium Property except as provided in this Section or elsewhere in this Declaration, and said right and option shall exist solely with the Grantor, not requiring the approval of any of the Unit Owners.

(C) **Maximum Expansion Time.** Except as herein provided, Grantor's option to expand the Burton Lane Condominium Property shall expire and terminate at the end of seven years from the date this Declaration is filed for record. Notwithstanding the foregoing, Grantor, with the consent of the majority of the Unit Owners other than it, may extend its option to expand the Condominium Property for an additional seven years, if it exercises its right to so renew within six months prior to the expiration of the initial seven year period. Grantor shall have the right to waive its option to expand at any time. There are no other circumstances that will terminate the option prior to the expiration of the time limit.

(D) **Legal Description of Additional Property.** Grantor's right and option to expand the Burton Lane Condominium shall extend only to the following property, known as the "Additional Property" or as "Block B" of The Woodlands Subdivision: That portion of land located in the County of Summit, State of Ohio, being part of Twinsburg Township Tract 3, Lot 21 & 22, further known as Block "B" of The Woodlands Subdivision as shown on The Woodlands Subdivision Plat recorded as Instrument No. 54160438, Summit County Records, being approximately 5.517 acres.

(E) **Composition of Portions Added.** There is no requirement that any of the above described Additional Property be added. The above described Additional Property may be added at one time in its entirety or may be added in several phases, each phase being added individually. If added in phases, there are no limitations as to the size, order, or portion of the above described Additional Property added in each phase, nor any limitations as to the number of phases by which the entirety of the above described Additional Property is so added.

(F) **Limitations on Improvements.** Improvements to the above described Additional Property, if added to the Burton Lane Condominium Property, shall be in substantial compliance with the improvements as shown on The Woodlands Subdivision Plat recorded as Instrument No. 54160438, Summit County Records, and in substantial conformance with the Preliminary Single-Family Site Development Plan approved by the Twinsburg Township Trustees as part of the rezoning of the property on August 27, 1997.

(G) **Maximum Number of Units on Additional Property.** There shall be no more than twenty-six (26) Units developed on the entirety of the Additional Property, if so added. In all cases, number

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and location of the additional Units shall be in conformance with the limitations set forth in Paragraph (F) above.

(H) **Restrictions as to Residential Use Only.** All Units erected on the Additional Property are restricted to residential use only.

(I) **Compatibility of Structures.** All Units constructed on the Additional Property will be compatible in quality of construction and in principal materials used with the Units constructed in the original phase of Burton Lane Condominium. There is no requirement, however, that the Units on the Additional Property be identical to those on the Original Property.

(J) **Improvements Other Than Structures.** If all or a portion of the Additional Property is added to the Burton Lane Condominium Property, then Common Area improvements and Limited Common Area improvements such as drives, sidewalks, yard areas, landscaping, utilities, and other improvements similar to those at Burton Lane Condominium shall be constructed on the Additional Property. All such improvements shall be compatible in quality of construction and in principal materials used. There is no requirement, however, that the improvements on the Additional Property be identical to those on the Original Property.

(K) **Common Areas and Limited Common Areas.** Grantor shall have the right to create Common Areas and Limited Common Areas on the Additional Property if so added to the Burton Lane Condominium.

(L) **Revision of Percentage of Interest.** Grantor shall have the right and option to assign a new Percentage of Interest to Units constructed in the original phase of Burton Lane Condominium to reflect the introduction of additional Units constructed on the Additional Property, all in conformance with the procedures as set forth in Section 12 of this Declaration.

6. **Restrictions as to the Use and Occupancy of the Condominium Property.**
The following restrictions, conditions and limitations shall run with the land and shall be binding upon each Unit Owner and each Unit Owner's heirs, tenants, successors and assigns:

(A) Each Unit shall be used for residential purposes and for no other purpose. That portion of the Unit that was originally constructed for use as a garage shall be used solely for garage and storage purposes.

(B) A Unit Owner may use a portion of their Unit for his or her office or studio subject to the following provisions:

- (1) Such use meets the requirements for a home occupation within Twinsburg Township;
- (2) Such use does not interfere with the quiet enjoyment of any other Unit Owner or Occupant; and
- (3) Such use is compatible with the residential character of the Condominium and does not result in the Unit becoming principally an office, studio or school distinct from a



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residence. The Condominium Association Board of Managers may adopt Rules which further limit such use.

(C) Nothing shall be done or kept within any Unit, Limited Common Area or Common Area that would result in an increase in the rate of insurance applicable for residential use as the same pertains to the Condominium Property, without the written consent of the Board.

(D) No Unit Owner shall keep, store, or use any hazardous or toxic substance or waste (as defined by applicable law or regulation) within their Unit, Limited Common Area or Common Area without the prior written consent of the Board of Managers. Owners and Occupants must not pour or spill any oil, solvent, or any other volatile or inflammable material into the storm sewers, garage catch basins, or Common Areas. The Ohio EPA prohibits such dumping.

(E) Other than those originally approved by the Developer, no installation or improvement, including without limitation, a sign, awning, canopy, screen, shutter, external or outside antenna of any kind, satellite dishes, or any other item shall be permitted without the prior written consent of the Board of Managers.

(F) No animals shall be raised, bred or kept in any Unit, Limited Common Area, or Common Area for any commercial purpose. Dogs, cats or other common household pets may be kept in a Unit subject to any Rules that may be adopted by the Board of Managers. Owners must clean up after their pets. Pets cannot be tied in any Common Area and no stake poles or runs are to be placed in any Common Area.

(G) No clothing or any other household fabric shall be hung outside of any Unit.

(H) No commercial truck, motor home, boat or other similar commercial or recreational vehicle, licensed or unlicensed, may be parked or stored on any street or driveway in or upon the Condominium Development except within the confines of the garage.

(I) No furniture or appliances are to be placed permanently on Common Areas. Picnic tables, grills, etc. may be used in Common Areas but must be removed from the grass area after use and placed in the patio or deck area. Toys, tricycles, etc. may not be left in the Common Areas overnight.

(J) Nothing may be stored in the patio or deck area other than patio furniture, grills, etc.

7. Architectural Control.

No building, fence, wall or other structure shall be erected, placed, or altered within the Condominium Development until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved by the Developer in writing, to assure the harmony of external design and location in relation to surrounding structures and topography. Responsibility for "Architectural Control", as described above, will transfer from the Developer to the Board of Managers for Burton Lane Condominium, upon completion of construction of all Units within the Condominium Development.



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8. General Description of Buildings and Units.

Burton Lane Condominium will consist of a total of twenty-five (25) Units, together with their Limited Common Areas and Common Areas and Facilities, occupying a total of approximately 6.34 acres of land. Each Unit will have its own street address as shown on the General Plan for Burton Lane Condominium, attached hereto as Exhibit "B".

The buildings constructed at Burton Lane will be one-and-one-half story, single-family attached dwelling Units. Each Unit will be approximately 1,392 to 1,995 square feet in size. The Units will be arranged in Buildings containing up to three dwelling Units, and will include the private garages associated with such dwelling Units. Buildings may or may not include basements.

All Units constructed at Burton Lane will be of the Western Reserve Series as designed and constructed by Grantor. The Western Reserve Series includes the following Unit Types which may be constructed at Burton Lane: Addison, Berkshire, Sheffield, and Wyndham. Each Unit Type is offered with a number of optional features. As Grantor offers Purchasers flexibility in selecting the Unit Type they wish to build, the final composition of Burton Lane Condominium as to the number and location of any one Unit Type cannot be determined until the design of the final Unit is determined. All Units will be compatible in quality of construction, the principal materials used, and in architectural style.

All buildings will be constructed of wood framing on a concrete slab or concrete block basement foundation. Aluminum or vinyl siding, vinyl windows and aluminum or vinyl trim will be used as exterior finishes on all dwelling Units and garages. Each Unit will include a concrete patio.

The Western Reserve Series has four Unit types hereinafter referred to as Unit Types "A", "B", "C", and "D" that will be constructed at Burton Lane Condominium. The following is a description of each Unit Type. The exact limits of the Limited Common Area of each Unit is shown on Exhibit "B" to the Declaration of Condominium.

Unit Type "A" - The Addison series.

These Units are approximately 26' wide by 38' deep, one-and-one-half story dwellings and are offered in four different floor plans. These Units have a Limited Common Area that extends generally 22' from the front of the garage and 20' from the rear of the dwelling. The width of the Limited Common Area is generally 46'. The exact limits of the Limited Common Area of each Unit are shown on the Condominium Plat.

Unit Type "B" - The Berkshire series.

These Units are approximately 34' wide by 26' deep, one-and-one-half story dwellings and are offered in four different floor plans. These Units have a Limited Common Area that extends generally 22' from the front of the garage and 20' from the rear of the dwelling. The width of the Limited Common Area is generally 54'. Where the Unit is also an end Unit, the Limited Common Area may extend up to 5' from the side of the Unit. The exact limits of the Limited Common Area of each Unit are as shown on the Condominium Plat.

Unit Type "C" - The Sheffield series.

These Units are approximately 26' wide by 36' deep, one-and-one-half story dwellings and are offered in two different floor plans. These Units have a Limited Common Area that extends generally 22' from the front of the garage and 20' from the rear of the dwelling. The width of the Limited Common Area is generally 46'. Where the Unit is also an end Unit, the Limited Common



Area may extend up to 5' from the side of the Unit. The exact limits of the Limited Common Area of each Unit are as shown on the Condominium Plat.

Unit Type "D" - The Wyndham series.

These Units are approximately 26' wide by 42' deep, one-and-one-half story dwellings and are offered in one floor plan. These Units have a Limited Common Area that extends generally 22' from the front of the garage and 20' from the rear of the dwelling. The width of the Limited Common Area is generally 46'. The exact limits of the Limited Common Area of each Unit are shown on the Condominium Plat.

The Grantor hereby reserves the right to add additional Unit types which will be shown, with their Limited Common Areas on "As Built" drawings filed with the County Auditor prior to the transfer of ownership of these Units. Such additional Unit types will be compatible in quality of construction, in the principal materials used, and in architectural style to the Unit types described herein. Plan modifications and the locational characteristics of the Unit will affect the Base Selling Price of each Unit and its Percentage of Interest in the Condominium.

9. Definition of Space within the Units.

Each of the Units shall consist of all of the space bounded by the unfinished surface of the basement or lowest level floor, the interior surfaces of the structure of the perimeter walls (wood studs or masonry block), and the interior surface of the roof joists or the bottom chord of roof trusses, all projected, if necessary, due to interruptions and divisions such as interior walls and floors, to constitute a complete enclosure of space - excepting, however, all structural components including all wall studs, beams, columns, floor joists, floor decking, ceiling joists, roof joists, and roof trusses. The exact layout and dimensions of each Unit, including the adjacent Limited Common Area, are shown in Exhibit "B", General Plan of Condominium Property, and include, without limitation:

- (A) All of the space contained as defined above, including accessible attic spaces, the space between wall components, the spaces between floor structure components, stairway structures, fixtures, equipment, cabinets, counters, and appliances; and
- (B) All drywall and all decorated surfaces - including paint, lacquer, varnish, wallpaper, wall and flooring tile, carpet, carpet padding, resilient sheet flooring, any other finishing material applied to interior walls, floors, and ceilings; and
- (C) All interior and exterior door assemblies and all window assemblies, including all associated storms, screens, and hardware - excepting, however, the exterior surface of the garage door; and
- (D) The entirety of the plumbing system serving only that unit, including, for example - all water or gas supply piping commencing at the point that the supply piping serving that unit branches from supply piping serving any other unit; all valves, shut-offs, plumbing fixtures, faucets, hose bibs, meters, water heaters, etc. serving only that unit; and all sanitary sewer lines, drains, and vents serving only that unit and continuing until the point that the line joins with a line serving any other unit; and
- (E) The entirety of the electrical, telephone, and cable television systems serving only that unit, including, for example - all electrical, telephone, and cable television lines commencing at the point the line serving that unit branches from a line serving any other unit; and all panels, disconnects, outlets, switches, connections, equipment, fixtures, lights, etc. serving only that unit; and

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(F) The entirety of the heating, air conditioning, and ventilating system serving only that unit, including, for example - all wiring, thermostats, switches, furnaces, condensing units, hoses, ductwork, fans, and flues serving only that unit; and

(G) All exterior decks, patios, fencing or exterior walls which are part of the original construction or which are constructed by the Unit Owner after having been approved by the Board of Managers.

All of the following items, whether located within or outside of the bounds of any Unit as described above, shall be part of the Common Areas and Facilities and shall be excepted from the above definition of a Unit:

(A) All structural components of the building, whether exposed or contained within a perimeter or interior wall, including all foundations, masonry or concrete walls, wall studs, wall sheathing, floor joists, floor decking, beams, columns, ceiling joists, roof joists, roof trusses, and roof decking; and

(B) All insulating, siding, and roofing materials; gutters and downspouts; and skylights; and

(C) All driveways, sidewalks, exterior steps, garage floors and interior concrete slabs; and

(D) All plumbing, electric, telephone, cable television, heating, cooling, ventilating, and other utility or service lines, pipes, wires, ducts, and conduits that serve any other Unit; and

(E) All landscaping and site work, including lawns, plants, flowers, trees, bushes and shrubs unless planted by the Unit Owner or enclosed by fencing within a Limited Common Area.

The above distinctions between "Unit" and "Common Areas and Facilities" shall apply to all construction, whether part of the original construction or part of an approved addition.

10. Description of Common Areas and Facilities.

Common Areas and Facilities shall consist of the land and all improvements thereon, except those portions described above or in the Drawings as part of a Unit. This includes all building foundations, floor slabs, structural components, and exterior surfaces; all utility lines and pipes serving more than one Unit; all other components shared by more than one Unit; and all site improvements including streets, drives, parking areas, walks, lawns, plantings, and all common structures, equipment, and appurtenances. The Developer shall have the right to maintain signage within the Common Areas for the purpose of identifying the condominium and the developer and advertising the availability of Units until such time as the last Unit is sold by the Developer.

11. Description of Limited Common Areas and Facilities.

The Limited Common Areas and Facilities are those portions of the Common Areas and Facilities that are immediately adjacent to the respective Condominium Units and are hereby set aside for the exclusive use of the respective Condominium Unit Owners, subject to such restrictions governing their use as may be established by the By-Laws of the Burton Lane Condominium Association. The extent of the Limited Common Area for each of the respective Condominium Units is shown on the General Plan for Burton Lane Condominium attached hereto as Exhibit "B". The Limited Common Area generally extends at least 22' from the front of the Unit garage and 20' from the front and rear of the Units, and 5' from the side of any end Unit, however the exact dimensions indicated on the General Plan Drawing are controlling.

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12. Proportionate Representation; Participation in Common Profits and Expenses; Definitions.

Each Unit Owner shall share in the common profits and expenses, as hereinafter defined, and in the total voting power of the Condominium Association in accordance with the percentage of such Unit Owner's interest in the Common Areas and Facilities as set forth in the "Schedule of Percentage of Interest", attached hereto as Exhibit "C". Proportionate representation may be limited in accordance with the provisions of the By-Laws attached hereto as Exhibit "A".

The Percentage of Interest is determined by dividing the full cost of three components of the Unit Owner's Interest - (1) the base cost of the Unit, (2) additional site feature premium costs (such as premiums charged for end Units), and (3) the cost of optional plan features that increase the area of the Unit (thereby increasing the portion of the Common Areas such as roofing and siding required by the Unit) - by the total of all such costs for all Units. As the exact total of these costs for all Units is unknown at the beginning of the project - and is likely to change throughout the construction of the project - the Percentage of Interest is determined at two distinct points in time. The initial point in time is established prior to the start of construction, and the Percentage of Interest assigned to each Unit is based upon the Developer's estimate of the final total of the above mentioned cost components for all Units. After all Units have been completed, the Percentage of Interest is adjusted at a final point in time to reflect the actual total cost of these components for all Units. As the cost of Units constructed later in the project may be different than the cost of identical Units constructed earlier in the project, the "cost" assigned to each Unit to determine the final Percentage of Interest is the cost to build such Unit at the end of the project. This allows identical Units to be assigned an identical Percentage of Interest, despite variations in cost due to time. Thus the initial Percentage of Interest assigned to a Unit may vary from the final Percentage of Interest assigned, and the final Percentage of Interest assigned may not reflect a Purchaser's actual purchase price.

The Board of Managers shall have the right to make an additional assessment on any Unit with a porch or room addition which is made by the Unit Owner, after having been approved by the Board of Managers, to pay for the additional cost of maintenance, repair, replacement and insurance for such additions which become part of the Common Area and Facilities. Such additional assessment to any Unit will not affect the Percentage of Interest of such Unit.

13. Covenants and Agreements.

Grantor, its successors and assigns, by this Declaration, and all further Owners of Units, by acceptance of their respective deeds, hereby covenant and agree as follows:

(A) Administration of the Burton Lane Condominium shall be in accordance with the provisions of this Declaration and the By-Laws of The Burton Lane Condominium Association (the "Association") which are made a part hereof and attached hereto as Exhibit "A".

(B) Each Owner of a Unit or Units shall automatically upon becoming Owner of such a Unit or Units become a member of a Condominium Association to be established for the administration of the Condominium Property and shall remain a member thereof until such time as their Ownership shall for any reason cease, at which time their membership in the Association shall likewise cease.

(C) Each Unit Owner shall comply with the provisions of this Declaration and the By-Laws, and the decisions and resolutions of the Association, all as may be lawfully amended from time to time. Failure to comply with such provisions, decisions or resolutions shall be grounds for an action for

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damages, for injunctive relief, or for both. Such action may be brought by the Condominium Association, by an individual Unit Owner or group of Unit Owners, or by any combination thereof.

(D) No Owner of a Condominium Unit may exempt themselves from liability for their proportionate share of the common expenses by waiver of the use or enjoyment of any of the Common Areas, or by abandonment of their Condominium Unit.

(E) The Common Areas and Facilities shall remain undivided, and no right shall exist to partition or divide any of them, except when withdrawal of the Property from the Condominium Act is authorized by the affirmative vote of all Unit Owners. In that event, the Board of Managers shall cause to be paid, released or discharged all liens and encumbrances, except taxes and assessments not then due and payable, on all or any part of the Condominium Property and shall cause to be filed in the offices of the Auditor and Recorder of the County, a certificate, signed by the President of the Condominium Association, stating that all Owners of the Condominium have elected to remove the Property from the Condominium Act, and that all encumbrances have been paid, released or discharged. On the filing of such certificate, the Property will be deemed removed from the provisions of the Condominium Act, and will be held in common by all Unit Owners in proportion to their respective interests in the Common Areas and Facilities of the Condominium as established herein.

(F) If any portion of the Common Areas and Facilities encroaches on any Unit, or if any Unit encroaches on any other Unit or on any portion of the Common Areas - such encroachment either occurring as a result of the construction of the Buildings or occurring as a result of the settling or shifting of Buildings - then a valid easement for such encroachment and for the maintenance of such encroachment shall exist for so long as the Buildings stand. In the event that a Building, Buildings, or any Common Areas therein shall be partially or totally destroyed as a result of fire or other casualty, condemnation, or eminent domain proceedings - and if such Building, Buildings, or Common Area therein shall then be rebuilt - minor encroachments of the Common Areas on any Unit, or of any parts of a Unit on any other Unit or on any portion of the Common Areas resulting due to such rebuilding of parts shall be permitted, and valid easements for such encroachments and for the maintenance thereof shall exist for so long as the Buildings stand.

(G) Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Areas located in any of the other Units. The Board of Managers, on behalf of all Unit Owners, shall have a right of access to each Unit to inspect the same, and to maintain, repair or replace the Common Areas therein or appurtenant thereto.

(H) Each Unit shall be used by its respective Owner only as a residential dwelling by the Owner, their family, tenants, and social guests, and for no other purpose whatsoever.

(I) The Developer shall have the right to rent or lease any Units remaining in its name until such time as the same are sold to individual purchasers.

(J) No Unit Owner may partition or subdivide any Unit.

14. Agreements and Determinations of the Association.

All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in the By-Laws attached as Exhibit "A" shall be binding on all Unit Owners, their heirs, successors and assigns.

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15. Assessment Liens; Costs of Enforcement.

All sums assessed by the Association for common charges applicable to any Condominium Unit that remain unpaid for more than ten (10) days after such sums have become due and payable shall constitute a lien on such Condominium Unit, and such lien shall be prior to all other liens subsequently arising or created, except:

- (1) real estate tax and assessment liens of recor;, and
- (2) first mortgage liens of record.

Such lien may be foreclosed in the same manner as a mortgage on real property, and may be foreclosed on behalf of all Unit Owners by the President of the Association pursuant to the authorization of the Board of Managers thereof. During the pendency of such foreclosure action a reasonable rental fee may be charged for the Unit, and the Board of Managers shall be entitled to appoint a receiver to collect such fee. The Board of Managers, acting on behalf of the Owners of all Units, shall have the power to bid on the Unit at foreclosure, and to acquire, hold, mortgage, and convey the same. Suit to recover a money judgement for unpaid common expenses may be maintained without instituting foreclosure proceedings and without waiving the lien securing the payment of such expenses.

A Unit Owner (whether by his or her conduct, or by the conduct of any occupant in his or her Unit) who violates any provision in this Declaration, the By-Laws (including collection of delinquent accounts), or any Rule adopted thereunder, shall pay to the Association (in addition to any other sums due); all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule or collection of the delinquent account, including attorney's fees, recording costs, court costs, title reports, and any other similar type of costs.

16. Acquisition of a Unit at Foreclosure Sale; Effect.

Any first mortgagee who obtains title to a Condominium Unit pursuant to the remedies provided in the mortgage, a deed in lieu of foreclosure, or foreclosure will not be liable for such Unit's unpaid assessments or charges which accrued prior to the acquisition of title to such Unit by the mortgagee. Any such unpaid share of common expenses or assessments shall be deemed common expenses collectible from all Condominium Units including the Unit acquired by such purchaser, their heirs, successors and assigns.

17. Conveyance of Units; Liability for Assessments.

Whenever a Condominium Unit is voluntarily conveyed, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments levied by the Association against the Grantor for his or her share of common expenses up to the time of conveyance without prejudice to the Grantee's right to recover from the Grantor any amount paid by the Grantee for such assessments. A Grantee shall be entitled to a statement from the Board of Managers of the Association setting forth the amount of any unpaid assessments due the Association from the Grantor. If such statement is requested, the Grantee shall not be liable for, nor shall the Unit conveyed to such Grantee be subjected to a lien for, any unpaid assessment due the Association from the Grantor in excess of the amount set forth therein.

18. Insurance.

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(A) **Liability Insurance.** The Board of Managers of the Condominium Association shall insure all Unit Owners, their tenants, and all persons lawfully in possession or control of any part of the Condominium Property, against liability for personal injury or property damage arising from or relating to the Common Areas and Facilities (the "Liability Insurance"), in amounts as deemed necessary by the Board of Managers, but in no event in an amount less than One Million Dollars (\$1,000,000.00).

(B) **Casualty Insurance.** The Board shall also obtain for the benefit of Unit Owners fire and extended coverage, vandalism and malicious mischief insurance (the "Casualty Insurance") on all buildings and structures of the Condominium Property. Such insurance shall be in an amount not less than one hundred percent (100%) of the insurable replacement value thereof as determined by the insurance carrier and shall be on a blanket basis.

The Casualty Insurance shall be written in the name of, and the proceeds thereof shall be payable to the Association as trustee for the Unit Owners and their respective mortgagees, as their interest may appear, and provision shall be made for the issuance, upon request, of certificates of such insurance to the Unit Owners and their respective mortgagees.

The coverage afforded by such Casualty Insurance shall be reviewed by the Board not less frequently than once a year to determine if the amounts payable thereunder and the coverage thereof comply with the requirements of this Paragraph. Such insurance shall also provide for the waiver by the insurer of any and all rights of subrogation or assignment; which waiver shall be over and above any and all causes and rights of recovery against the Unit Owners and their respective families, tenants, guests and servants, and each of them, the Association, the Board, any managing agent and all persons lawfully in possession or control of any part of the Condominium Property, for recovery against them or any of them for any loss occurring to the insured Property resulting from any of the perils insured against under such insurance policy. The Board shall not use fire and extended coverage proceeds other than for the repair of the Condominium Property except as set forth in Section 19 below.

(C) **Owner's Insurance Policies.** Each Owner should, at their own expense, obtain insurance covering the contents of their individual Unit, including, but not limited to; all floor and wall coverings, furniture, fixtures and other betterment installed by each Unit Owner, and any personal property which they store elsewhere on the Condominium Property. Further, each Unit Owner may, at their own expense, obtain public liability insurance for personal injuries or damage arising out of the use and occupancy of their Unit, and Casualty Insurance affording coverage upon their Unit and property, inasmuch as the same will not be insured by the Association. However, such Casualty Insurance shall provide that it shall be without rights of contribution as against the Casualty Insurance purchased by the Association, or shall be written by the same carrier as the Association's Casualty Insurance and shall contain the same waiver of subrogation as referred to in Subsection (B) above.

19. Destruction of, or Damage to Property; Effect.

(A) Responsibility for Reconstruction or Repair.

(1) If any portion of the Common Areas and Facilities shall be damaged by perils covered by the Association's Casualty Insurance, the Association shall cause such damaged

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portion to be promptly reconstructed or repaired to the extent of the funds made available to the Board of Managers, as hereinafter provided, and any such reconstruction or repair shall be substantially in accordance with the Drawings (Exhibit "B" as filed with the County Auditor); provided, however, if such damage renders one-half or more of the Units then comprised within the Condominium Property untenable, the Unit Owners may, by the vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, elect not to reconstruct or repair such damaged part at a meeting which shall be called within ninety (90) days after the occurrence of the casualty; or, if by such date the insurance loss has not been finally adjusted, then within thirty (30) days after such final adjustment.

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 of the Condominium Property after such election by the Unit Owners, the net proceeds of the sale, together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or construction, 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 their Unit have been paid, released or discharged.

(2) Each Unit Owner shall be responsible for reconstruction and repair of their Unit after any casualty to the Unit.

(B) Procedure for Reconstruction or Repair.

(1) Immediately after a casualty causing damage to any portion of the Common Areas and Facilities, the Board of Managers of the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as the condition of the property before the casualty. Such costs may include professional fees of public adjuster firms and others and premiums for such bonds as the Board deems necessary.

(2) If the proceeds of the Casualty Insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any) one or more special assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs, and the proceeds of such special assessments shall be retained separately by the Board of Managers.

(3) The proceeds of the Casualty Insurance referred to in Section 18(B) and the sums deposited with the Board of Managers from collections of special assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be applied by the Board of Managers to the payment of the cost of reconstruction and repair of the Common Areas and Facilities from time to time as the work progresses, but not more frequently than once in any calendar month. The Board of Managers shall make such payments upon a certificate, dated not more than fifteen (15) days prior to such request, signed by the architect in charge of the work, who shall be selected by the Board of Managers, said certificate setting forth:

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(a) that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials, and that the sum requested does not exceed the value of the services and materials described in the certificate;

(b) that except for the amount stated in such certificates to be due as aforesaid, less any prescribed hold back of funds, and for work subsequently performed, there is no outstanding indebtedness known to the person signing such certificate, after due inquiry, which might become the basis of a vendor's, mechanic's, materialmen's, or similar lien arising from such work;

(c) that a Waiver of Lien as required by Section 1311 of the Ohio Revised Code will be obtained upon payment; and

(d) that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate will not exceed the amount of the construction fund remaining in the hands of the Board of Managers after the payment of the sum so requested. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in any construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be retained by the Board of Managers for the maintenance, repair and replacement of these Common Areas and Facilities.

(4) Prior to the performance of any labor or work or the furnishing of any materials with respect to the reconstruction and repair, the Association shall file in the office of the county recorder for the county in which the Condominium is located a Notice of Commencement in compliance with the requirements of Section 1311.04 of the Ohio Revised Code. A copy of the Notice of Commencement shall be provided to each "original contractor" as defined by section 1311.01 of the Ohio Revised Code. A copy of the Notice of Commencement shall be posted and maintained in a conspicuous place at the site of reconstruction or repair during the course of the actual physical improvements. A copy of the Notice of Commencement shall be provided within ten (10) days after the date any subcontractor, materialman, or laborer serves a written request to be provided with said Notice of Commencement.

(5) Each Unit Owner shall be deemed to have delegated to the Board their right to adjust with insurance companies all losses under the Casualty Insurance policies.

(C) Minor Repairs.

(1) Notwithstanding the foregoing provisions of this Section, if the aggregate amount of the estimated costs of repairing any damage to the Common Areas and Facilities is less than Ten Thousand Dollars (\$10,000.00), the damage shall be repaired. Such insurance proceeds as are received on account of such damage shall be used by the Board of Managers to defray the cost of repairing the damage to the Common Areas and Facilities.

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(2) If the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be retained by the Board of Managers and placed in the maintenance fund or contingency fund as the Board in its sole discretion may determine. If the cost of such repairs exceeds the amount of such insurance proceeds, such excess may be provided either by means of Common Assessment levied by the Board against all Unit Owners in proportion to their respective Percentage of Ownership Interest in the Common Areas and Facilities, or by means of an appropriation from the contingency fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the Common Areas and Facilities, as the Board may determine.

(D) **Negligence of Unit Owner.** Each Unit Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by their negligence, or by the negligence of any member of their family, or by their, or a member of their family's guests, employees, agents, or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. A Unit Owner shall pay the amount of any increase in insurance premiums occasioned by their use, misuse, occupancy, or abandonment of their Unit, its appurtenances, the Common Areas and Facilities, or the Limited Common Areas and Facilities.

20. Eminent Domain.

(A) In the event that there is a taking of all or any portion of the Condominium Property by eminent domain proceedings or by conveyance under the threat thereof, each Unit Owner designates the Association and its duly authorized agents as the Unit Owner's agent to negotiate and settle all matters concerning the eminent domain.

(B) In the event that the entire Condominium Property or substantially all thereof is taken through eminent domain proceedings or the threat thereof, the Condominium shall terminate. In that event, the Board of Managers shall cause to be paid, released or discharged all liens and encumbrances, except taxes and assessments not then due and payable, on all or any part of the Condominium Property, and shall cause to be filed in the offices of the Auditor and Recorder of the County a certificate, signed by the president of the Condominium Association, stating that all Owners of the Condominium have elected to remove the Property from the Condominium Act, and that encumbrances have been paid, released or discharged. The award or proceeds shall be apportioned among the Unit Owners in accordance with their percentage of interest in the Common Areas and Facilities as set forth in the Schedule of Percentage of Interest attached hereto as Exhibit "C".

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

- (1) The amount allocated to the taking of, or injury to, Common Area and Facilities, including any consequential damages, shall be distributed to the Association.
- (2) The amount allocated to the taking of, or injury to, any Unit shall be distributed to the Unit Owner.
- (3) The amount allocated for severance or consequential damages to one or more Units shall be apportioned among, and distributed to, the Unit Owners in the ratio that their

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percentage interest bears to the aggregate percentage interests of all Unit Owners so damaged.

(4) In the event that a partial taking results in the taking of an entire Unit, the percentage interest of such Unit in the Common Area and Facilities shall be reallocated to each remaining Unit in the ratio that the percentage interest of each remaining Unit bears to the aggregate percentage interests of all remaining Units.

21. Arbitration of Disputes Between Unit Owners.

In the event of any dispute between Unit Owners as to any provision in the Declaration, the By-Laws, or any rule or regulation adopted thereunder to any particular circumstance, the aggrieved party shall submit a complaint in writing to the Board specifying such dispute. The Board shall forward a copy of the complaint to the person named in the complaint and the Board shall set a time, date, and place for a hearing within forty-five (45) days thereafter and give written notice to each party thereof not less than five (5) days in advance. Such time period may be shortened or lengthened by the Board if the circumstances stated in the complaint would reasonably require a longer or shorter time period to arbitrate such dispute. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within ten (10) days thereafter (unless such decision would reasonably require a longer time period but not to exceed, in any event, thirty (30) days). No action at law may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had. The decision of the Board shall not be deemed to be binding on either party to the arbitration and the Board and its individual members shall not be held personally liable for any decision rendered pursuant to such arbitration procedure.

22. Duties and Liabilities of Grantor and/or the Developer.

So long as Grantor and/or the Developer, their successors and assigns own one or more of the Condominium Units established and described herein, Grantor and/or the Developer, their successors and assigns shall be subject to the provisions of this Declaration and all Exhibits attached hereto. Grantor and/or the Developer further covenant to take no action that would adversely affect the right of the Association with respect to assurances against latent defects in the Property, or other rights assigned to the Association by reason of the establishment of the Condominium.

23. Amendment of Declaration.

This Declaration may be amended by the affirmative vote of those Unit Owners entitled to exercise not less than seventy-five percent (75%) of the total voting power of the Condominium Association, cast in person or by proxy at a meeting duly called and held in accordance with the By-Laws attached hereto as Exhibit "A". No such amendment shall be effective until recorded in the office of the Summit County Auditor.

24. Invalidity.

If any one or more provisions of this Declaration are declared invalid, such invalidity shall in no way impair or affect in any manner, the enforceability, or effect, of the remainder of this Declaration.

25. Receipt of Service of Process.

Mark J. Stockman, Attorney at Law, having his principal place of business at 10800 Ravenna Road, Twinsburg, Ohio 44087 is hereby designated to receive service of process on behalf of the Burton Lane Condominium Association in any action that may be brought, or proceedings that may be instituted by or against the Board of Managers or the Association.

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26. Waiver.

No provision contained in this Declaration shall be deemed waived by reason of failure to enforce the same, irrespective of the number of violations or reason for such failure to enforce.

27. Captions.

Captions are inserted in this Declaration for convenience and reference only, and shall not be taken in any way to limit or describe the scope of this Declaration or any provision thereof.

Signed in the Presence of:

GRANTOR:
WHITLATCH & CO.

Mark J. Stockman
PRINT: MARK J. STOCKMAN

By: William C. Whitlatch
WILLIAM C. WHITLATCH, President

Denise M. Cole
PRINT: Denise M. Cole

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named WHITLATCH & CO., an Ohio Corporation, by WILLIAM C. WHITLATCH, President, to me personally known, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of him personally and as such officer of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Twinsburg, Ohio this 9th day of March 1998.

Denise M. Cole
Notary Public

DENISE M. COLE
Notary Public - State of Ohio
Recorded in Summit County
My Commission Expires May 12, 2002

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JAMES B MCCARTHY SUMMIT CO AUDITOR

SCHEDULE OF PERCENTAGE OF INTEREST BY UNIT

UNIT NO.	BUILDING	STREET ADDRESSES	% INTEREST
1	A	7966 Burton Lane	4.03
2	A	7964 Burton Lane	4.13
3	B	7960 Burton Lane	4.13
4	B	7956 Burton Lane	4.05
5	B	7954 Burton Lane	3.84
6	C	7950 Burton Lane	3.75
7	C	7946 Burton Lane	3.81
8	C	7944 Burton Lane	4.05
9	D	7940 Burton Lane	3.84
10	D	7938 Burton Lane	4.05
11	D	7934 Burton Lane	4.11
12	E	7930 Burton Lane	4.13
13	E	7928 Burton Lane	4.05
14	E	7924 Burton Lane	4.13
15	F	7933 Burton Lane	4.13
16	F	7937 Burton Lane	4.05
17	F	7939 Burton Lane	3.84
18	G	7943 Burton Lane	3.84
19	G	7947 Burton Lane	4.05
20	G	7949 Burton Lane	4.05
21	H	7953 Burton Lane	4.13
22	H	7957 Burton Lane	3.84
23	I	7961 Burton Lane	4.11
24	I	7963 Burton Lane	3.75
25	I	7967 Burton Lane	4.11
		TOTAL	100.00

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87871/886 91 58
CONCD
JAMES B MCCLINTOCK SUMMIT CO. AUDITOR

DECLARATION OF CONDOMINIUM FOR

BURTON LANE CONDOMINIUM

(BEING PART OF TWINSBURG TOWNSHIP LOT 21,
TOWNSHIP OF TWINBURG, SUMMIT COUNTY, OHIO
ALSO KNOWN AS BEING BLOCK "A" OF WOODLANDS SUBDIVISION
AS SHOWN BY THE RECORDED PLAT No. 54160438
SUMMIT COUNTY RECORDS)

EXHIBIT "B" ADDING UNITS AS CONSTRUCTED - (UNITS 1 & 2 IN BUILDING "A");

WHITLATCH & CO., GRANTOR

SURVEYOR'S CERTIFICATION

I, ROBERT L. WARNER, hereby certify that the attached drawing entitled Exhibit "B" - Sheet 2 - correctly locates the Condominium Domain containing BURTON LANE CONDOMINIUM as surveyed and accurately indicates the location of the easements located thereon.

I also hereby certify that attached drawing entitled Exhibit "B" - Sheet 3 - correctly shows the GENERAL PLAN of BURTON LANE CONDOMINIUM indicating general layout and units proposed but not yet constructed.

I also hereby certify that Exhibit "B" - Sheet 4 - correctly locates building locations, sizes and limited common areas for Building A as it has been constructed and the proposed locations, sizes and limited common areas for Buildings B and I as proposed but not yet constructed.

I also hereby certify that Exhibit "B" - Sheet 5 - correctly shows building locations and limited common areas for Buildings C, C, and H as proposed but not yet constructed.

I also hereby certify that Exhibit "B" - Sheet 6 - correctly shows building locations and limited common areas for Buildings D, E, and F as proposed but not yet constructed.

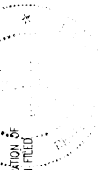


Robert L. Warner
ROBERT L. WARNER
REGISTERED SURVEYOR NO. 6951
DATE 8-25-98

ARCHITECT'S CERTIFICATION

I, FRED L. KRUEGER, hereby certify that the attached drawings entitled Exhibit "B" - Sheet 1A through 1C inclusive - correctly set forth the dimension of each unit in Building A in BURTON LANE CONDOMINIUM as they have been constructed. The outside of each unit, when measured as built, will be exactly as certified on the General Plan and will not vary. The entire space within these dimensions makes up each unit.

Fred L. Krueger
FRED L. KRUEGER
REGISTERED ARCHITECT NO. 5281



THIS WILL CERTIFY THAT A COPY OF THIS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BURTON LANE CONDOMINIUM HAS BEEN FILED IN THE OFFICE OF THE AUDITOR, SUMMIT COUNTY, OHIO

Donald L. Martin
DONALD L. MARTIN
JOHN ESKINE
WILLIAM C. WHITLATCH, President

STATE OF OHIO)
COUNTY OF SUMMIT)
Before me, a Notary Public, in and for said County and State, personally appeared the above named WHITLATCH & CO., by and through WILLIAM C. WHITLATCH, PRESIDENT, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, personally and as such officer.

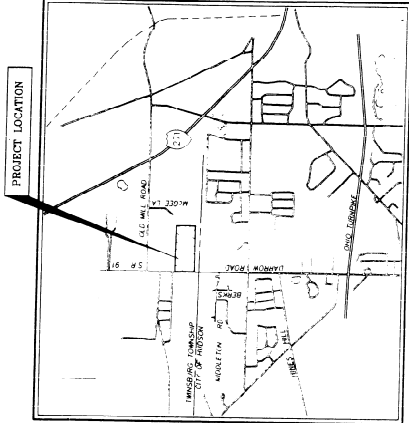
Ohio 09/25/98 day of NOVEMBER 1997.
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Twinsburg, Ohio this 25th day of NOVEMBER 1997.

Donald L. Martin
DONALD L. MARTIN
Attorney at Law
NOTY COMMISSION HAS NO EXPIRATION DATE

PRIOR INSTRUMENT REFERENCES:

TRANSFERRED IN FULL WITH
REC. 219.200 NEW COPY
1-2001
JAMES B. MCCLINTOCK
SUMMIT COUNTY AUDITOR

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TRANSFERRED
JAMES B. MCCLINTOCK
SUMMIT COUNTY AUDITOR

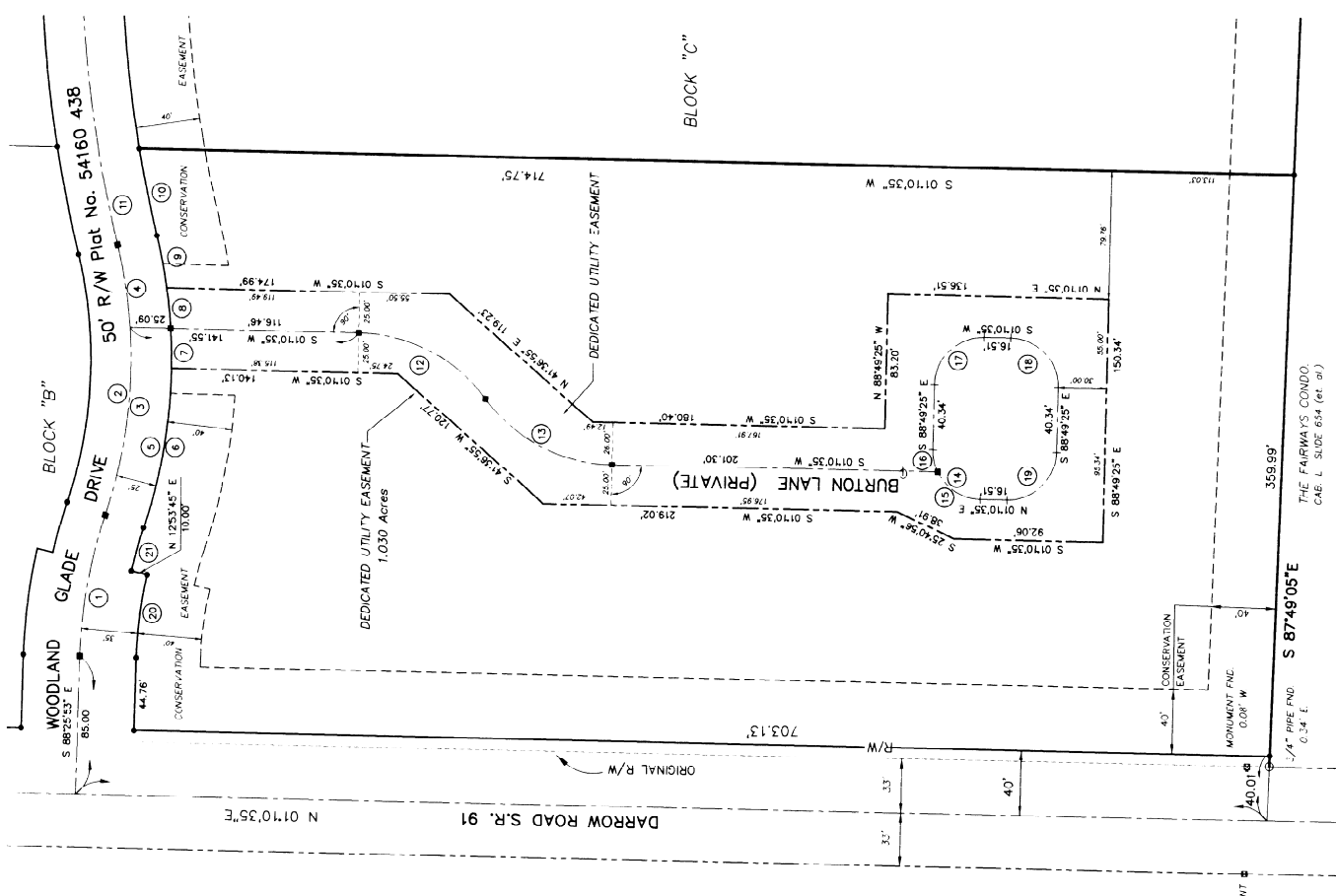


LOCATION MAP

PHONE: 216-425-3500 FAX: 216-425-7813
P.O. BOX 363 TWINSBURG, OHIO 44087

Whitlatch & Co.

54185417
 JAMES B MCCARTHY SURVEYING CO. BOSTON, MA 02111
 617-552-8888
 54185417



LEGEND

- IRON PIN OR PIPE FOUND AS DESCRIBED
- 5/8" REBAR SET W/D. CAP (ENVR. DESIGN GROUP)
- MONUMENT FOUR
- 5/8" REBAR SET W/D. CAP (ENVR. DESIGN GROUP) IN ST. MONUMENT BOX
- ▲ R.R. SPIKE FOUND
- ▲ R.R. SPIKE SET
- 49.98'(50.00')
- MEASURED DIST. (RECORD DIST.)
- R & U. FOUND & USED
- F & U. FOUND & USED
- SEE CURVE DATA

GRAPHIC SCALE
 (IN FEET)

BASIS OF BEARINGS:
 THE WOODLANDS SUBDIVISION RECORD No. **54160 496**

I ROBERT J. WARNER, HEREBY CERTIFY TO WINTHROP & Co. AND Charter One Bank, F.S.B. General Title Trust Company THAT THIS SURVEY AND RECORDED INSTRUMENT UNDER MY SUPERVISION ON AUGUST 27, 1998 WERE MADE AND ENFORCEMENTS OTHER THAN THOSE SHOWN, ALL EASEMENTS, AS DESCRIBED, COPIES OF HAVE BEEN SHOWN THERE IS NO MOVING OR STANDING WATER ON THE PROPERTY, EXCEPT AS SHOWN AND, THE PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD ZONE AS SHOWN ON ANY FEDERAL, STATE, OR LOCAL FLOOD HAZARD MAP AND DEPARTMENT OF HOUSING & URBAN DEVELOPMENT DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF. COURSES ARE GIVEN TO AN ASSUMED MERIDIAN AND ARE THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF. CORRECT TO THE

Robert J. Warner
 REGISTERED SURVEYOR #6931 DATE 8-27-98

CURVE DATA

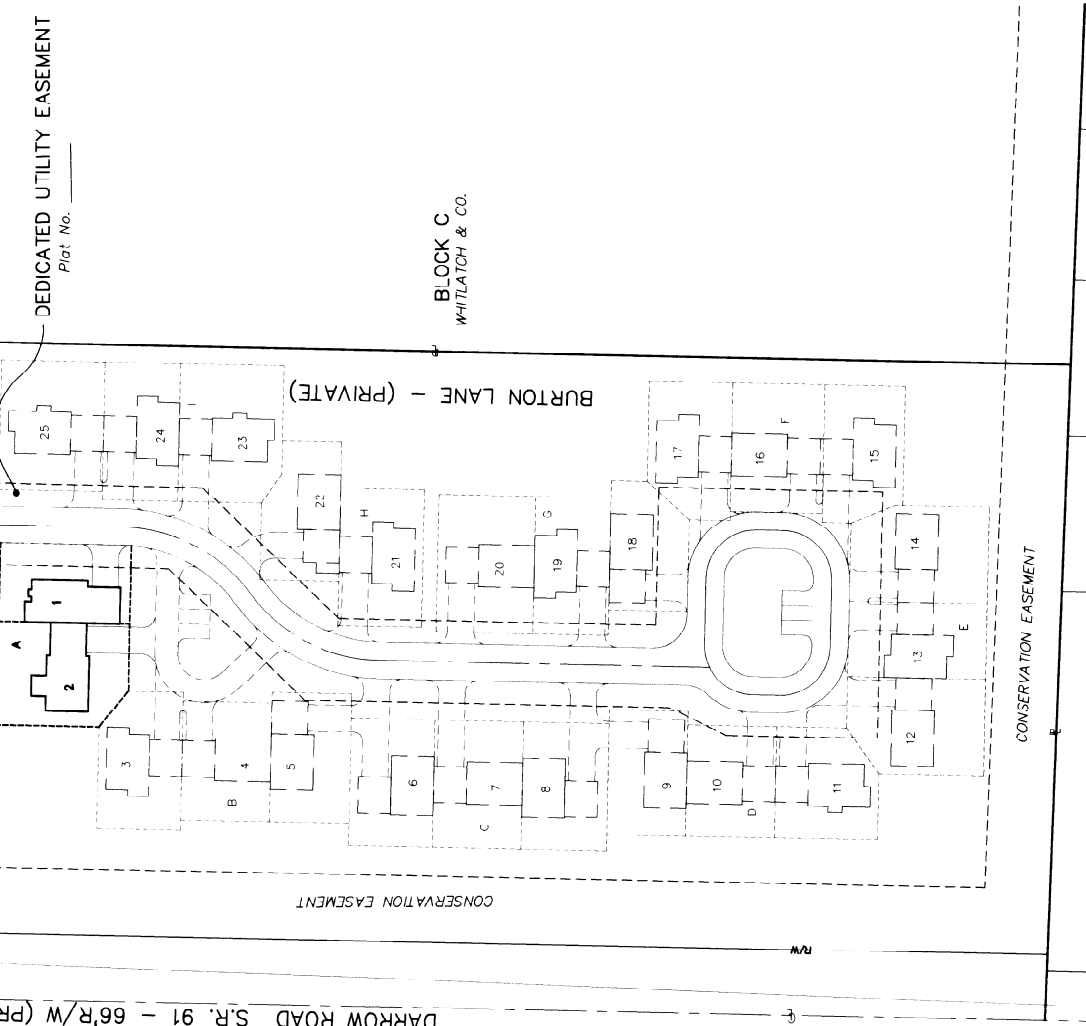
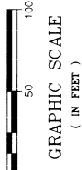
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
1	300.00	89.28	14.97	88.95	S 79° 54' 21" E	7° 03' 03"
2	300.00	105.46	17.22	104.22	S 87° 33' 46" E	12° 21' 53"
3	300.00	105.46	17.22	104.22	S 87° 33' 46" E	12° 21' 53"
4	300.00	51.58	25.83	31.32	N 81° 10' 49" E	09° 51' 08"
5	325.00	183.58	94.31	181.15	S 87° 33' 46" E	12° 21' 53"
6	325.00	100.08	16.53	100.08	S 80° 14' 09" E	7° 42' 36"
7	325.00	100.08	16.53	100.08	S 80° 14' 09" E	7° 42' 36"
8	325.00	25.19	12.60	25.18	N 84° 16' 36" E	04° 26' 26"
9	325.00	32.91	16.47	32.89	N 79° 09' 20" E	05° 48' 06"
10	300.00	105.46	17.22	104.22	S 87° 33' 46" E	12° 21' 53"
11	600.00	271.13	136.48	269.84	N 78° 19' 59" E	04° 02' 08"
12	100.00	91.69	49.35	88.51	S 27° 26' 34" W	32° 31' 58"
13	100.00	91.69	49.35	88.51	S 27° 26' 34" W	32° 31' 58"
14	30.00	32.72	18.30	32.71	N 77° 25' 09" E	07° 50' 08"
15	30.00	32.72	18.30	32.71	N 77° 25' 09" E	07° 50' 08"
16	30.00	14.41	7.54	14.27	N 77° 25' 09" E	07° 50' 08"
17	30.00	47.12	30.00	42.43	S 43° 49' 25" E	30° 00' 00"
18	30.00	47.12	30.00	42.43	S 43° 49' 25" E	30° 00' 00"
19	30.00	47.12	30.00	42.43	S 43° 49' 25" E	30° 00' 00"
20	265.00	52.39	26.29	52.30	S 89° 48' 04" E	1° 19' 38"
21	100.00	92.84	50.07	89.54	N 51° 32' 46" W	33° 11' 30"
22	273.20	27.47	13.73	27.46	S 74° 14' 32" E	09° 43' 25"

PREPARED BY:
EDG ENVIRONMENTAL DESIGN GROUP
 ENGINEERS LANDSCAPE ARCHITECTS
 400 GRAY STREET, SUITE 400
 WALTHAM, MASSACHUSETTS 01901
 TEL: (617) 251-1980 FAX: (617) 251-1986

WOODLAND GLADE DR.
50'R/W Plat No. 54160458

DARROW ROAD S.R. 91 - 66'R/W (PROP. 73' R/W)

- LEGEND
- BUILDING "AS BUILT"
 - PROPOSED BUILDING
 - LIMITED COMMON AREA LINE
 - PROPOSED EDGE OF PAVEMENT
 - EDGE OF PAVEMENT
 - CENTERLINE OF DRIVE
 - EASEMENT LINE



DEDICATED UTILITY EASEMENT
Plat No. _____

BLOCK C
WHITLATCH & CO.

BURTON LANE - (PRIVATE)

CONSERVATION EASEMENT

CONSERVATION EASEMENT

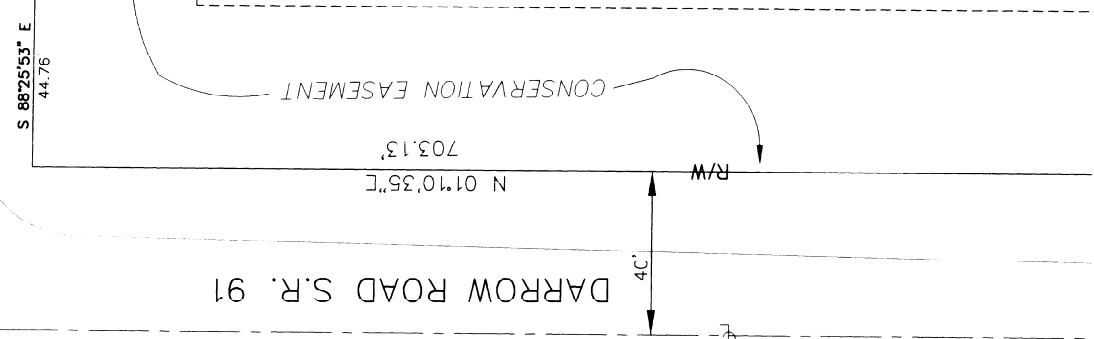
EXHIBIT "B"
GENERAL PLAN

PREPARED BY:

EDG ENVIRONMENTAL DESIGN GROUP
ENGINEERS, ARCHITECTS & SURVEYORS
450 GRANT STREET
TELE: 530 972-9800 FAX: 530 972-9800

JAMES B MCCARTHY SUMMIT CO AUDITOR
CND0
54185417
248.48

54185417
 JAMES B MCCARTHY SURVEYING & ENGINEERING, INC.
 2521/1980 01.05
 0200 340 40



FOUNDATION CHECKS

BUILDING	SURVEYOR	DATE
1	Robert Julian	8-24-98
2	Robert Julian	8-24-98
3	Robert Julian	8-24-98
4		
5		
23		
24		
25		

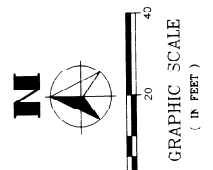
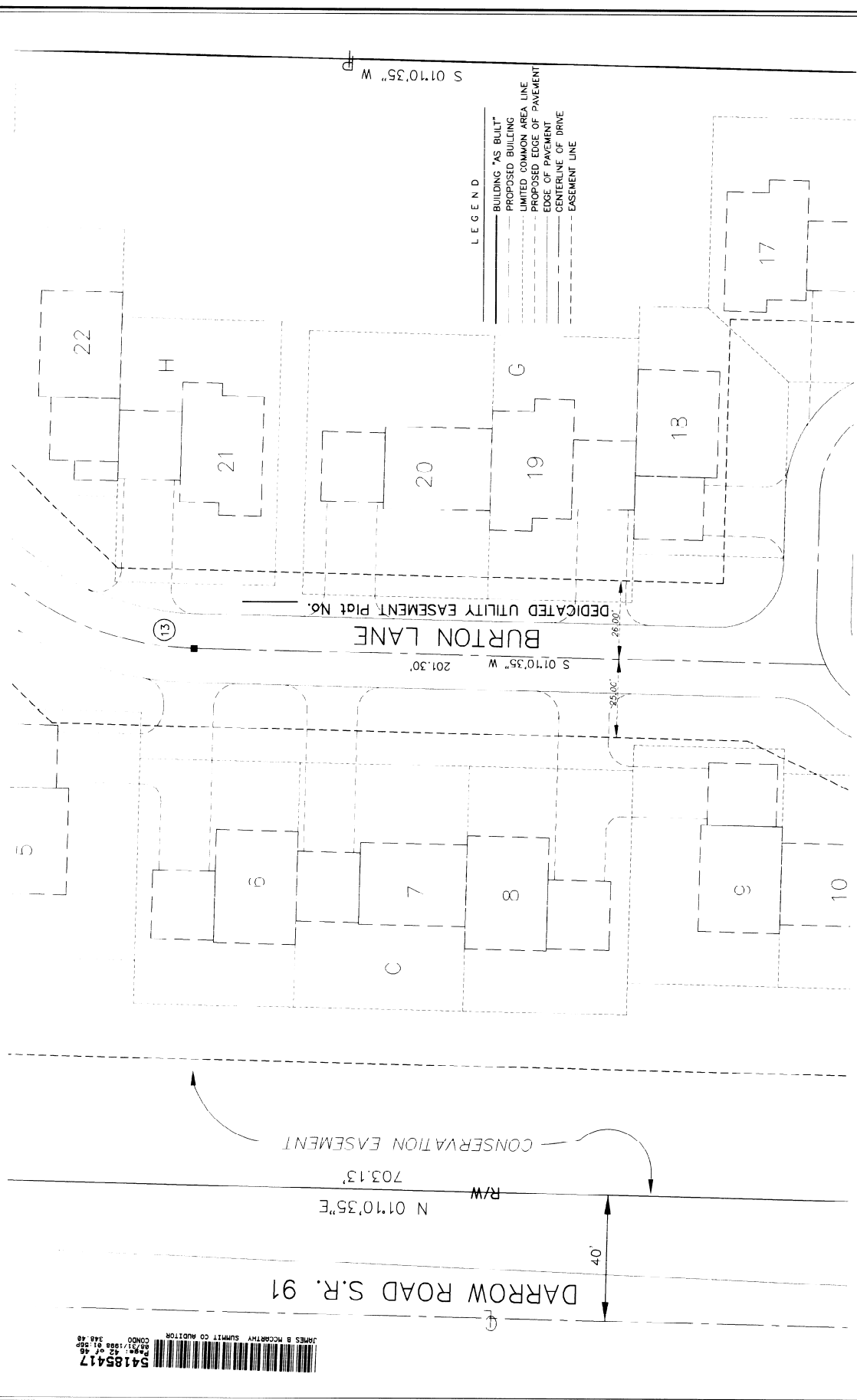


EXHIBIT "B"
 THE BURTON LANE
 CONDOMINIUM

PREPARED BY:
EDG
 ENVIRONMENTAL
 DESIGN GROUP
 ENGINEERS & LANDSCAPE ARCHITECTS
 1000 W. WASHINGTON ST. SUITE 100
 ANN ARBOR, MI 48106
 TEL: (313) 771-1900

I, ROBERT J. WAGNER, HEREBY CERTIFY TO WHITLATCH AND General Title Insurance Co. that this survey and General Title Insurance Co. was made on the grounds under my supervision on August 27, 1998. There are no encroachments other than those shown. All easements are shown. No other copies of this survey have been shown. There is no moving or standing water on the property, except as shown. The Federal Insurance Administration and the Local Department of Housing & Urban Development, in their respective jurisdictions, are hereby notified that the distances are in feet and decimal parts thereof, unless otherwise indicated. I certify to the best of my professional knowledge, information and belief.

Robert Julian 8-25-98
 REGISTERED SURVEYOR #9311 DATE



LEGEND

- BUILDING "AS BUILT"
- - - PROPOSED BUILDING
- - - LIMITED COMMON AREA LINE
- - - PROPOSED EDGE OF PAVEMENT
- - - EDGE OF PAVEMENT
- - - CENTERLINE OF DRIVE
- - - EASEMENT LINE

EXHIBIT "B"
THE BURTON LANE
CONDOMINIUM

PREPARED BY:

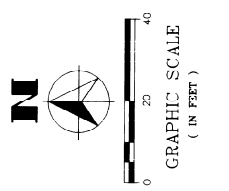
EDG
ENVIRONMENTAL DESIGN GROUP
 ENGINEERS, ARCHITECTS, PLANNERS
 450 GRANT STREET
 ANN ARBOR, MI 48106
 TEL: (313) 963-1900

I, ROBERT J. WARNER, HEREBY CERTIFY TO THE ACCURACY OF THE SURVEY DATA AND THE CORRECTNESS OF THE CALCULATIONS AND CONCLUSIONS THEREON. THAT THIS SURVEY HAS BEEN COMPILED FROM SURVEYS MADE ON THE GROUNDS UNDER MY SUPERVISION ON AUGUST 27, 1997 THERE ARE NO ENCROACHMENTS OR ERECTIONS ON THE GROUNDS WHICH ARE NOT SHOWN ON THE RECORDED INSTRUMENTS SHOWN IN TITLE REPORT NO. 2015743. EXCEPT AS SHOWN, THIS SURVEY SHOWS NO MOVING OR STANDING WATER ON THE PROPERTY, HAZARD AS IDENTIFIED BY THE FEDERAL INSURANCE ADMINISTRATION AND THE NATIONAL FLOOD INSURANCE PROGRAM, AND NO OTHER FEATURES OR CONDITIONS OF THE DEED, PARTS THEREOF, OR URBAN DEVELOPMENT DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF, AND I HAVE TAKEN ALL NECESSARY PRECAUTIONS USED TO INDICATE ANGLES ONLY, ALL OF WHICH I CERTIFY TO BE CORRECT, TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF.

Robert J. Warner 8-25-98
 REGISTERED SURVEYOR #931

FOUNDATION CHECKS

BUILDING	SURVEYOR	DATE
6		
7		
8		
18		
19		
20		
21		
22		



54185417
 JAMES B MCCARTHY SURVIT CO AUDITOR
 COND
 54185417
 8/27/1998 01:56
 346.48

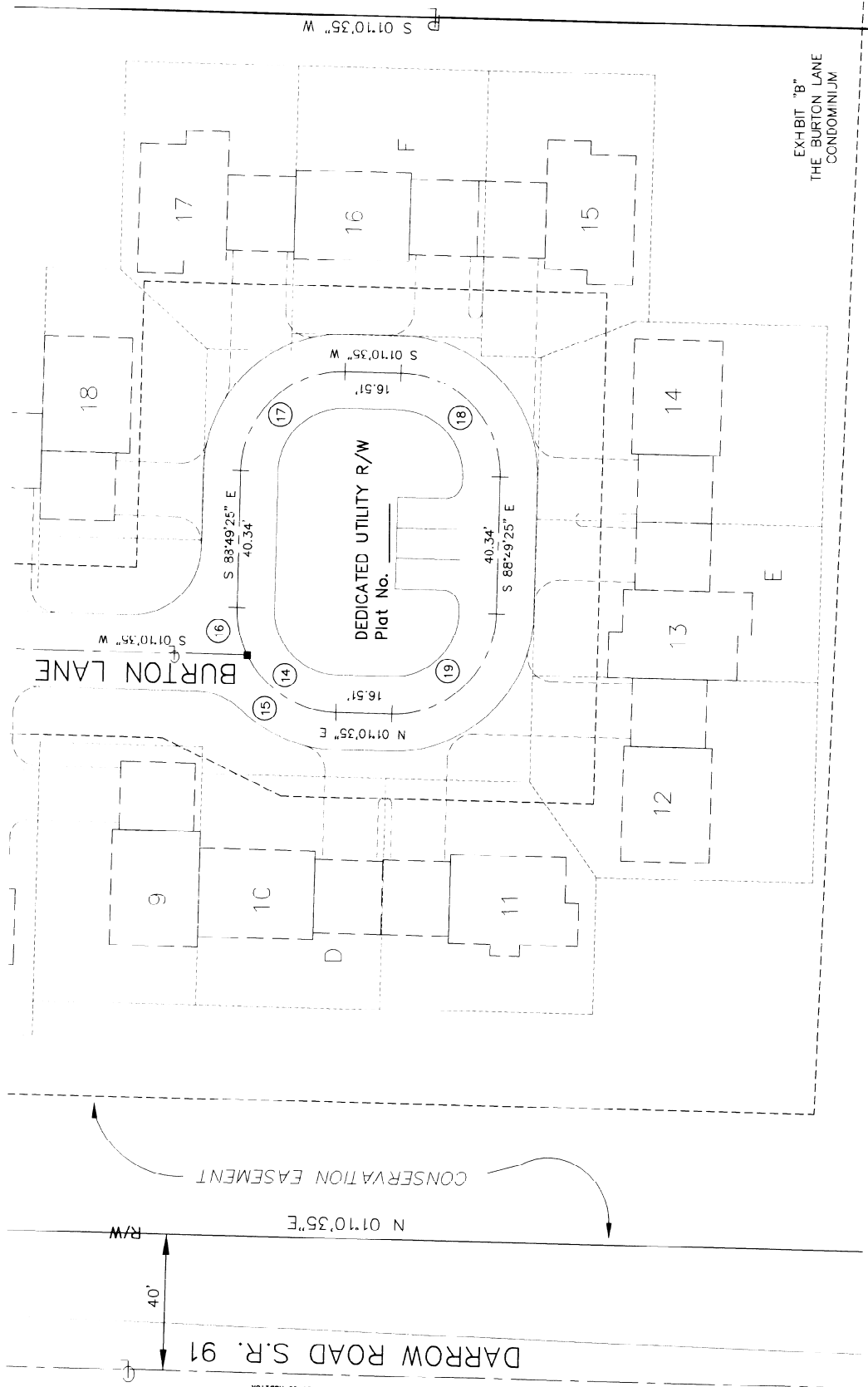


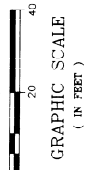
EXHIBIT "B"
THE BURTON LANE
CONDOMINIUM

- LEGEND**
- BUILDING "AS BUILT"
 - - - PROPOSED BUILDING
 - - - LIMITED COMMON AREA LINE
 - - - PROPOSED EDGE OF PAVEMENT
 - - - EDGE OF PAVEMENT
 - - - CENTERLINE OF DRIVE
 - - - EASEMENT LINE

I, ROBERT J. WARNER, HEREBY CERTIFY TO
Withatchee Co. Surveyors & Truss Company
 THAT THIS SURVEY HAS BEEN COMPLETED FROM SURVEYS MADE ON THE GROUNDS
 UNDER MY SUPERVISION ON AUGUST 27, 1998. THERE ARE NO ENCROACHMENTS
 RECORDED INSTRUMENTS SHOWN IN THIS REPORT NOR DESCRIBED IN COPIES OF
 EXCEPT AS SHOWN AND THE PROVISIONS OF STANDING WATER ON THE PROPERTY.
 HAZARD AS IDENTIFIED BY THE FEDERAL INSURANCE ADMINISTRATION AND THE FLOOD
 DEPARTMENT OF THE ARMY. DISTANCES ARE IN FEET AND ANGLES ARE IN DEGREES.
 USED TO INDICATE ANGLES ONLY. ALL OF WHICH I CERTIFY TO BE CORRECT TO THE
 BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF.

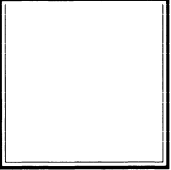
Robert J. Warner 8-24-98
 REGISTERED SURVEYOR #8531 DATE

BUILDING	FOUNDATION CHECKS	SURVEYOR	DATE
9			
10			
11			
12			
13			
14			
15			
16			
17			



54185417
 09/21/1998 01:56P
 JAMES B INCORPORATED SURVEYING & MAPPING

REVISION	DATE



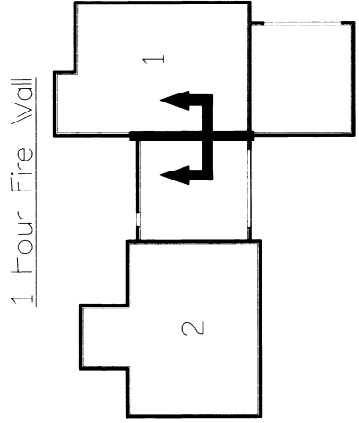
AS-BUILT - FOUNDATION PLAN
BUILDING 'A' (UNITS # 1 & 2)
BURTON LANE

BUILDERS DEVELOPERS 216-425-3500
 P.O. BOX 363 TWINSBURG, OHIO 44087

Opilitch & Co.

DRAWN	W. SIMMONS
DATE	AUGUST 24, 1998
SCALE	1/8" = 1'-0"
PROJECT	BURTON LANE
FILE NAME	BUR-A-DWG

SHEET
A2
 OF
 SHEETS



1 Hour Fire Wall
Fire Separation Schematic

NOTE: FOUNDATION DESIGN BASED ON
 MIN. SOIL CAPACITY OF 2,000 P.S.F. -
 CONTRACTOR TO VERIFY & NOTIFY
 ARCHITECT IF SOILS BEARING
 BE LESS.

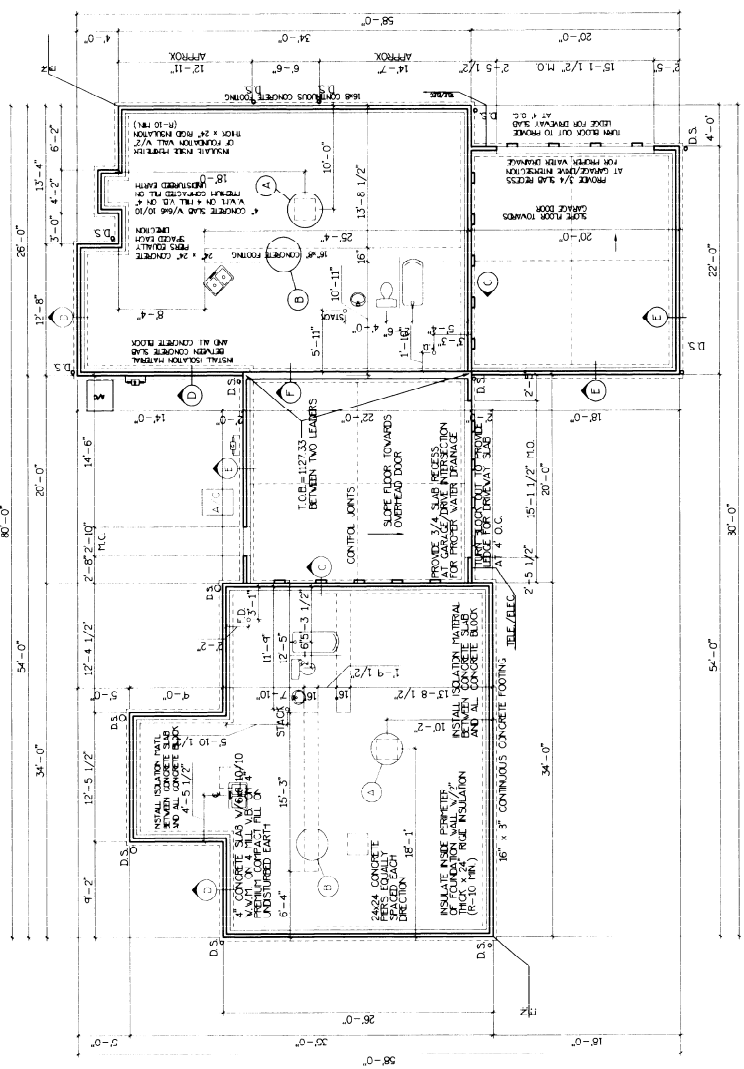
CONCRETE STRENGTH DESIGN
 = 3,000 P.S.F. N 28 DAYS.



EXHIBIT "B"
 SHEET 7A

I, FRED L. KRUEGER, hereby certify that this drawing correctly sets forth the dimensions of each Unit in Building "A" in Burton Lane Condominium as they have been constructed. The outside of each Unit, when measured as built, will be exactly as certified on the General Plan and will not vary. The engineer's seal within these makes up each Unit.

FRED L. KRUEGER
 REGISTERED ARCHITECT # 5281



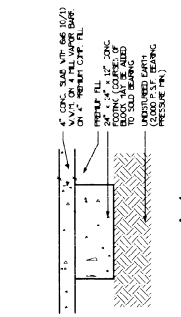
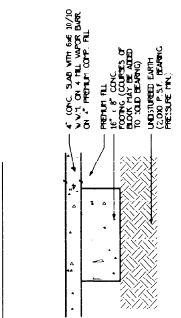
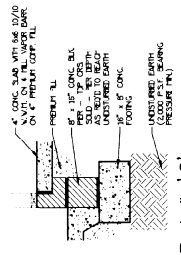
UNIT #1	1:26.67
TOB	1:26.67
T.O.S.	1:26.67

CLEARANCE	1:08.67
T.O.B.	1:08.67
T.O.S.	1:26.00

UNIT #2	1:27.33
T.O.B.	1:27.33
T.O.S.	1:27.33

UNIT #3	1:27.33
T.O.B.	1:27.33
T.O.S.	1:27.33

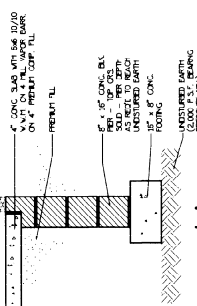
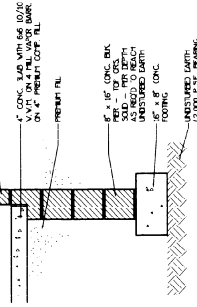
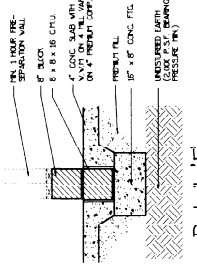
Foundation Plan



Detail 'C'
 3/4" = 1'-0"

Detail 'B'
 3/4" = 1'-0"

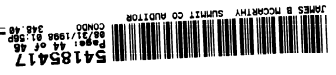
Detail 'A'
 3/4" = 1'-0"



Detail 'F'
 3/4" = 1'-0"

Detail 'E'
 3/4" = 1'-0"

Detail 'D'
 3/4" = 1'-0"



REV/ISSN	DATE

CONTRACT NO. 14105417
 PROJECT NO. 14105417

AS-BUILT - ELEVATIONS
BUILDING 'A' (UNITS #1 & 2)
BURTON LANE

DRAWN
 W. SIMMONS
 DATE
 AUGUST 24, 1998
 SCALE
 1/8" = 1'-0"
 PROJECT
 BURTON LANE
 FILE NAME
 BUR-A DWG

SHEET
A1
 OF
 SHEETS

25 YEAR ASPHALT SPRINKLES ON
 1.5" ASPHALT FILL PAPER ON
 2" X 4" WOOD BLOCKS @ 16" O.C.
 (SEE SECTION ON SHEET N-1)
 MAISONRY & DOOR TRIM
 TO BE IN-LAYOUT OF
 APPROVED EQUAL AS
 PLACED & INDICATED
 6" ALUMINUM FASCIA ON
 1x6 WOOD SUB-FASCIA V/
 VENTED ALUMINUM SOFFIT
 4" ALUMINUM GUTTERS AND
 DOWNSPOUTS, T.E.D.S. IN TO
 CITY STORM SEWERS
 DOUBLE 4" SONG
 V/6" CORNER TRIM
 ALL WINDOWS ARE TO BE
 SINGLE HUNG THERMAL PANE
 1x4 TRIM ED. OFFSET FRONT
 1x6 TRIM WHERE INDICATED
 ARCHITECTURAL FINISH
 16" x 8" CONTINUOUS
 CONCRETE FOOTING
 5" WOOD COULM LIGHT ON
 1x4 WOOD BLOCKS @ 16" O.C.
 TRIM WHERE INDICATED

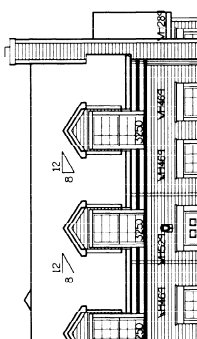
*** ALL NOTES
 TYPICAL UNLESS
 OTHERWISE NOTED

A WATERPROOF THERMAK SHALL
 BE PLACED AT PARRY GAVE EDGE
 EXTENDING TO A POINT A MINIMUM OF
 24" INSIDE THE EXTERIOR WALL JUE

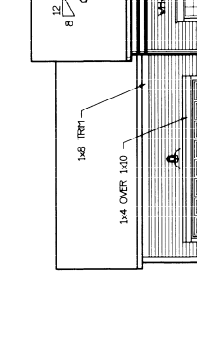


Unit #1
 BERSHIRE I-A

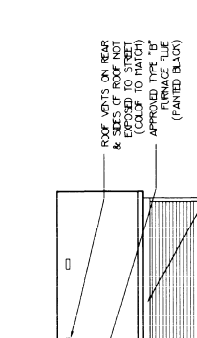
Unit #2
 BERSHIRE I-A



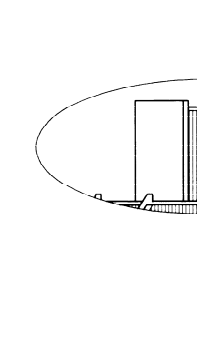
Unit #1
 BERSHIRE I-A



Unit #2
 BERSHIRE I-A



Unit #2
 BERSHIRE I-A

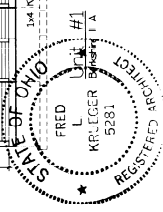


Unit #2
 BERSHIRE I-A

EXHIBIT "B"
 SHEET 7B

I, FRED L. KRUEGER, hereby certify that this drawing correctly sets forth the dimensions of each Unit in Building "A" in Burton Lane Condominium as they have been constructed. The outside of each Unit, when measured as built, will be exactly as certified on the General Plan and will not vary. The entire spaces within these makes up each Unit.

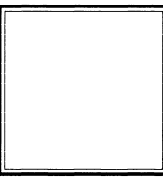
FRED L. KRUEGER
 REGISTERED ARCHITECT # 5281



DATE
 8/26/98

REGISTERED ARCHITECT # 5281

REVISION	DATE



AS-BUILT - FLOOR PLANS
BUILDING 'A' (UNITS #1 & 2)
BURTON LANE

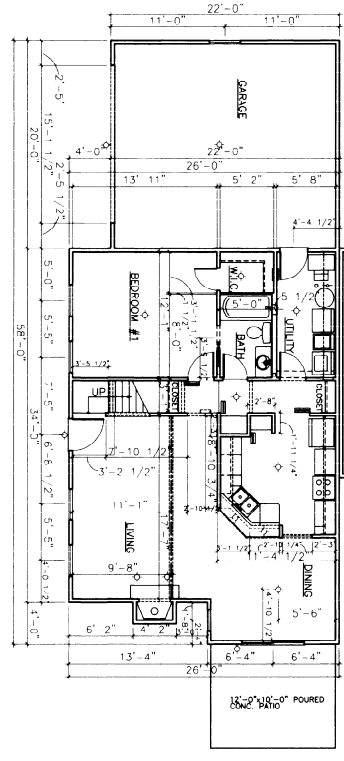
OP Malach & Co

BUILDERS DEVELOPERS 216-425-3500
 P.O. BOX 393 TWINSBURG, OHIO 44097

DRAWN	W. SIMMONS
DATE	AUGUST 24, 1998
SCALE	1/8" = 1'-0"
PROJEC-	BURTON LANE
FILE NAME	BUR-A-DWG

SHEET	CF
SHEETS	

UNIT #1



FIRST FLOOR

UNIT #2

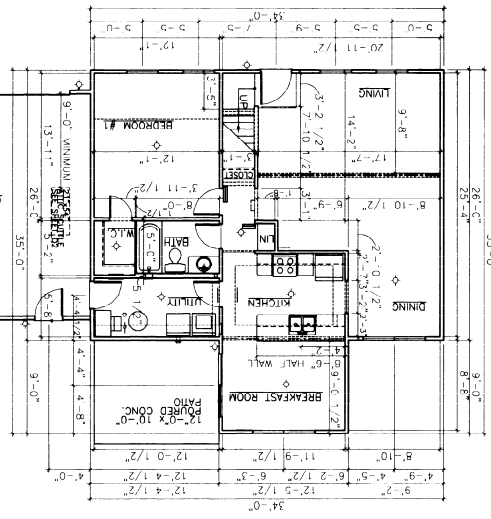
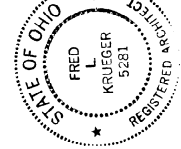


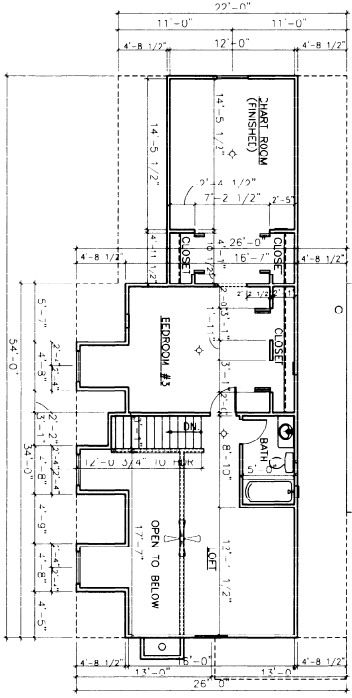
EXHIBIT 'B'
SHEET 7C

I, FRED L. KRUEGER, hereby certify that this drawing correctly sets forth the dimensions of each Unit in Building 'A' in Burton Lane Condominium as they have been constructed. The outside of each Unit when constructed shall be exactly as verified on the General Plans and will remain. The design spaces within these makes up each Unit.



FRED L. KRUEGER
 REGISTERED ARCHITECT # 5281
 DATE 8/26/98

UNIT #1



SECOND FLOOR

UNIT #2

