

EXHIBIT "C"

BY-LAWS OF BUNTINGTREE

CONDOMINIUM OWNERS' ASSOCIATION

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EXHIBIT "C"

BY-LAWS OF BUNTINGTREE
CONDOMINIUM OWNERS' ASSOCIATION

The within By-Laws are executed and incorporated by reference in the Declaration of Buntingtree Condominium pursuant to Chapter 5311, Ohio Revised Code. Their purpose is to provide for the establishment of a Unit Owners' Association for the government of the Condominium Property in the manner provided by the Declaration and by these By-Laws. All present or future owners or tenants or their employees, or any other person who might use the facilities of the Condominium Property in any manner shall be subject to the covenants, provisions or regulations contained in the Declaration and these By-Laws and shall be subject to any restriction, condition or regulation hereafter adopted by the Board of Managers of the Association. The mere acquisition or rental of any of the Units located within the Condominium Property described in the Declaration, or the mere act of occupancy of any of the Units will constitute acceptance and ratification of the Declaration and of these By-Laws.

ARTICLE I

THE ASSOCIATION

Section 1. Name and Nature of Association. The Association shall be an Ohio corporation not for profit and shall be called Buntingtree Condominium Owners' Association in accordance with Article VII of the Declaration.

Section 2. Membership. Each Unit Owner upon acquisition of title to a Unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Ownership Interest, at which time the new Owner of such Unit shall automatically become a member of the Association.

Section 3. Voting Rights. Each member owning the entire Ownership Interest in a Unit shall be entitled to exercise that percentage of the total voting power of the Association which is equivalent to the percentage of interest of such member's Unit in the Common Areas and Facilities. If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in the Ownership Interest, each shall be entitled to exercise such proportion of the voting power for such Unit as shall be equivalent to such person's proportionate interest in the Ownership Interest of such

Unit. If any Ownership Interest is held in joint tenancy, each joint tenant, for voting purposes shall be entitled to vote his or her aliquot share of the voting power applicable to the Unit so owned.

Section 4. A. Proxies by Members. Members may vote or act in person or by proxy provided, however, that not more than one (1) proxy may be voted by any one (1) person. The person appointed as proxy need not be a member of the Association. Each proxy shall be executed in writing by the Unit Owner or by his or her duly authorized attorney-in-fact and filed with the Secretary of the Association (or if there is no Secretary, then with the person conducting the meeting for which the proxy is given) at or before the meeting. Every appointment of a proxy shall be revocable unless such appointment is coupled with an interest. Without affecting any vote previously taken, the person appointing a proxy may revoke a revocable appointment by a later appointment received by the Association or by giving notice of revocation to the Association in writing or in open meeting. The presence at a meeting of the person appointing a proxy does not revoke the appointment.

B. Proxies to Lending Institutions. Any member of the Association may give his proxy or conditional proxy to the lender making a mortgage-secured loan on his Unit. Such proxy shall be in writing to the Board, may be assigned in writing to the holder of such mortgage loan and may be irrevocable. It shall be revocable at any time by actual notice to the Board by the holder. Notice to the Board in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

Section 5. Meetings of Members.

A. Annual Meeting. The annual meeting of members of the Association for the election of members of the Board, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at the office of the Association or at such other place as may be designated by the Board and specified in the notice of such meeting at 8:00 o'clock P.M., or at such other time as may be designated by the Board and specified in the notice of the meeting. The first annual meeting of the Association shall be held upon ten (10) days written notice given by the Grantor when sixty-five percent (65%) of the Units are occupied by Unit Owners other than the Grantor or Lessees of the Grantor, unless the Grantor shall consent, in its sole discretion, to a lesser percentage. Thereafter, the annual meeting of members of the Association shall be held on the third Tuesday of January in each succeeding year thereafter, if not a legal holiday and, if a legal holiday, then on the next succeeding business day.

B. Special Meeting. Special meetings of the members of the Association may be held on any business day when called by the President of the Association or, in the case of the President's absence, death or disability, the Vice-President of the Association, or by the Board or by members entitled to exercise at least twenty-five per cent (25%) of the voting power of the Association. Upon request in writing delivered either in person or by Certified Mail to the President or the Secretary of the Association by any persons entitled to call a meeting of members, such officer shall forthwith cause to be given to the members entitled thereto notice of a meeting to be held on a date not less than seven (7) or more than sixty (60) days after the receipt of such request, as such officer may fix. If such notice is not given within thirty (30) days after the delivery or mailing of such requests, the persons calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at 8:00 o'clock P.M. and shall be held at the office of the Association or at such other place as shall be specified in the notice of meeting. Calls for such meetings shall specify the date, place and purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

C. Notices of Meetings. Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these By-Laws to give such notice. The notice shall be given by personal delivery or by mail to each member of the Association who is a Unit Owner of record as of the day next mailed, the notice shall be addressed to the members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purposes of any meeting of members of the Association may be waived in writing, either before or after the holding of such meeting, by any members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such meeting without protesting (prior to or at the commencement of the meeting) the lack of proper notice, shall be deemed to be a waiver by him of notice of such meeting.

D. Quorum; Adjournment. Except as may be otherwise provided by law or by the Declaration, at any meeting of the

members of the Association, the members of the Association entitled to exercise a majority of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, by the Declaration, or by these By-Laws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided further, that the members of the Association entitled to exercise a majority of the voting power represented at a meeting of members, whether or not a quorum is present, may adjourn such meeting from time to time; if any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

E. Order of Business. The order of business at all meetings of members of the Association, and, as far as practical, at all other meetings of the members of the Association, shall be as follows:

- (1) Calling of meeting to order.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading of minutes of preceding meeting.
- (4) Reports of Officers.
- (5) Reports of Committees.
- (6) Election of Inspectors of election.
- (7) Election of Managers.
- (8) Unfinished and/or old business.
- (9) New business.
- (10) Adjournment.

Section 6. Actions Without a Meeting. All actions which may be taken at a meeting of the Association, except an action for the removal of a member of the Board, may be taken without a meeting of the Association with the approval of, and in a writing or writings signed by, the members of the Association having the percentage of voting power required to take such action if the same were at a meeting. Such writing or writings shall be filed with the Secretary of the Association.

ARTICLE II

BOARD OF MANAGERS

Section 1. Number and Qualifications. The Board shall consist of not less than three (3) nor more than five (5) persons. In addition to the rights reserved to York-Ridge Development Company under Section 1 of Article VIII herein, so long as York-Ridge Development Company shall own any Units, one (1) of the

members of the Board shall be designated by York-Ridge Development Company, who in the Declaration is called "Grantor" and who, together with its successors and assigns is hereinafter called "Grantor". If at any time, one bank, savings and loan association, insurance company, or other lending institution shall hold mortgages upon more than fifty per cent (50%) of the Units, such lending institution may designate its representative who shall be an additional member of the Board. The Grantor's representative and the representative of the lending institution need not be an owner or occupier of a Unit. All the other members of the Board must be Owners and Occupiers of a Unit, or the spouse of an Owner and Occupant. In the event the Grantor shall construct a townhouse building or buildings on Phase Nos. 2 to 7 Parcels, inclusive, or any one or more of said Parcels, and add the same to the Declaration pursuant to the provisions of Articles XVI and XVII thereof, then at least one (1) member of the Board shall be a Unit Owner and Occupant of a Unit comprised in such townhouse building or buildings (said Unit being hereinafter called a "Townhouse Unit") or the spouse of a Unit Owner and Occupant of a Townhouse Unit.

Section 2. Election of Managers; Vacancies. Board members shall be elected at the annual meeting of members of the Association or at a special meeting called for such purpose. Until such time as Grantor, or its successors or assigns, shall have constructed a townhouse building or buildings on Phase Nos. 2 to 7 Parcels, inclusive, or any one or more of said Parcels, and added the same to this Declaration pursuant to Articles XVI and XVII thereof and consummated the sale of not less than sixty per cent (60%) of all of the Units comprised in the Phase 1 Parcel Buildings and in such Phase Nos. 2 to 7 Buildings, inclusive, or any one or more of such Buildings as shall be constructed on said respective Phase Parcels and added to the Declaration pursuant to Articles XVI and XVII thereof, Grantor shall elect or designate three (3) of the five (5) Board members and thereafter until the tenth (10th) anniversary of the date the Declaration is filed for record with the Recorder of Cuyahoga County, Ohio, Grantor shall elect or designate one (1) of the five (5) Board members. If the number of Board members provided for above is amended, Grantor shall elect the number of Board members which would equal or exceed the percentage of Board members provided above. Notwithstanding any other provision in these By-Laws, Board members elected or designated by Grantor need not be a Unit Owner or Occupant or fulfill any other qualifications imposed by Section 1 of this Article II or otherwise imposed on Board members elected by Unit Owners other than Grantor, and Board members elected or designated by Grantor may be removed only by Grantor. At a meeting

of members of the Association at which Board members are to be elected, only persons nominated as candidates shall be eligible for election as Board members and, subject to the rights of Grantor to elect or designate Board members as provided above and in the Declaration, the candidates receiving the greatest percentage of voting power shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board, however caused, the remaining Board members, though less than a majority of the whole authorized number of Board members, may, by vote of a majority of their number, fill any such vacancy for the unexpired term; provided, however, that a vacancy in the position filled by the election or designation of Grantor shall be filled by a subsequent election or designation of Grantor, and a vacancy which results in there being no member of the Board who is a Unit Owner and Occupant of Phase Nos. 2 to 7 Townhouse Units, inclusive, or any one or more of said Townhouse Units shall be filled by the remaining Board members electing a Unit Owner and Occupant of a Phase Nos. 2 to 7 Townhouse Unit, inclusive, or any one or more of said Townhouse Units, providing Phase Nos. 2 to 7 Townhouse Units, inclusive, or any one or more of said Townhouse Units shall then have been added to this Declaration pursuant to Articles XVI and XVII hereof.

Section 3. Term of Office; Resignations. Each Manager shall hold office until the next annual meeting of the members of the Association and until his successor is elected, or until his earlier resignation, removal from office or death. Any Manager may resign at any time by oral statement to that effect made at a meeting of the Board or in a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the resigning Manager may specify. Members of the Board shall serve without compensation. At the first annual meeting of the members of the Association, the term of office of three (3) Managers shall be two (2) years and the term of office of the remaining Managers shall be one (1) year. At the expiration of such initial term of office of each respective Manager, his successor shall be elected to serve for a term of two (2) years. At the first election of Managers, Grantor shall elect or designate, pursuant to Section 2 of this Article II, two (2) Managers for a term of two (2) years and one (1) Manager for a term of one (1) year. Thereafter, Grantor shall elect or designate at each election of Managers that number of Managers necessary to maintain the percentage of Managers Grantor is entitled to elect or designate under Section 2 of this Article II.

Section 4. Organization Meeting. Immediately after each annual meeting of members of the Association, the newly elected Managers and those Managers whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

Section 5. Regular Meetings. Regular meetings of the Board may be held at such times and places as shall be determined by a majority of the Managers, but at least four (4) such meetings shall be held during each fiscal year.

Section 6. Special Meetings. Special meetings of the Board may be held at any time upon call by the President or any two (2) Managers. Written notice of the time and place of each such meeting shall be given to each Manager either by personal delivery or by mail, telegram or telephone at least two (2) days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any Manager at any such meeting without protesting (prior to or at the commencement of the meeting) the lack of proper notice, shall be deemed to be a waiver by him of notice of such meeting and such notice may be waived in writing either before or after the holding of such meeting, by any Manager, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular or special meeting.

Section 7. Quorum; Adjournment. A quorum of the Board shall consist of a majority of the Managers then in office; provided that a majority of the Managers present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time; if any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these By-Laws.

Section 8. Powers and Duties. Except as otherwise provided by law, the Declaration or these By-Laws, all power and authority of the Association shall be exercised by the Board. In carrying out the purposes of the Condominium Property and subject to the limitations prescribed by law, the Declaration or these By-Laws, the Board, for and on behalf of the Association, may do the following:

- (a) Purchase or otherwise acquire, lease as lessee, hold, use, lease as lessor, sell, exchange, transfer, and dispose of property of any description or any interest therein.
- (b) Make contracts.
- (c) Effect insurance.
- (d) Borrow money, and issue, sell, and pledge notes, bonds, and other evidence of indebtedness of the Association.

- (e) Levy assessments against Unit Owners.
- (f) Employ a managing agent to perform such duties and services as the Board may authorize.
- (g) Employ lawyers and accountants to perform such legal and accounting services as the Board may authorize.
- (h) Do all things permitted by law and exercise all power and authority within the purposes stated in these By-Laws or the Declaration or incidental thereto.

Section 9. Employment of Managing Agent. Commencing with the filing of this Declaration and continuing for a period of five (5) years after all of the Units in Phase 1, 2, 3, 4, 5, 6 and 7 are built, the Board shall employ professional persons, firms, or corporations as managers or managing agents. Thereafter, the Board may, at its discretion, employ persons, firms, or corporations of its choice as managers or managing agents, and may delegate thereto such duties and responsibilities of the Association as the Board of the Association shall from time to time specify. The Board of the Association may provide for reasonable compensation for the performance of such duties and responsibilities so delegated.

Section 10. Acquiring and Conveying Interests in Real Estate. Whenever it becomes necessary in the opinion of the Board for the Association to acquire or convey any interest in real estate, title to such interest shall be taken and granted in the name of the President of the Association as Trustee for the members of the Association unless otherwise provided in the Declaration or By-Laws.

Section 11. Removal of Managers. At any regular or special meeting of members of the Association duly called, at which a quorum shall be present, any one or more of the Managers, except the Manager elected or designated by Grantor as provided in Section 1. of this Article II, and the Manager, if any, acting as a representative of a lending institution as provided in Section 1. of this Article II, may be removed with or without cause by the vote of members entitled to exercise at least seventy-five per cent (75%) of the voting power of the Association, and a successor or successors to such Manager or Managers so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Manager whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

Section 12. Fidelity Bonds. The Board may require that all officers and employees of the Association handling or responsible

for Association funds shall furnish adequate Fidelity Bonds. The premiums on such bonds shall be paid by the Association and shall be a common expense.

Section 13. Actions Without A Meeting. All actions, except removal of officers, which may be taken at a meeting of the Board, may be taken without a meeting with the unanimous consent in writing of all of the members of the Board. Such writing, signed by each member of the Board, shall be filed with the minutes and proceedings of the Board.

ARTICLE III

OFFICERS

Section 1. Election and Designation of Officers. The Board shall elect a President, a Vice President, a Secretary and a Treasurer, each of whom shall be a member of the Board. The Board may also appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary, who are not members of the Board but who are members of the Association.

Section 2. Term of Office; Vacancies. The officers of the Association shall hold office until the next organization meeting of the Board and until their successors are elected, except in case of resignation, removal from office or death. The Board may remove any officer at any time with or without cause by a majority vote of the Managers then in office. Any vacancy in any office may be filled by the Board.

Section 3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Board and all meetings of members of the Association. Subject to directions of the Board, the President shall have general executive supervision over the business and affairs of the Association. He may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board or otherwise provided for in the Declaration or in these By-Laws.

Section 4. Vice President. The Vice President shall perform the duties of the President whenever the President is unable to act and shall have such other authority and perform such other duties as may be determined by the Board.

Section 5. Secretary. The Secretary shall keep the minutes of the meetings of the members of the Association and of the Board.

He shall keep such books as may be required by the Board, shall give notices of meetings of members of the Association and of the Board required by law, the Declaration or by these By-Laws or otherwise, and shall have such authority and shall perform such other duties as may be determined by the Board, or otherwise be provided for in the Declaration or in these By-Laws.

Section 6. Treasurer. The Treasurer shall receive and have in charge all money, bills, notes and similar property belonging to the Association, and shall do with the same as may be directed by the Board. He shall keep accurate financial accounts and hold the same open for the inspection and examination of the Managers and shall have such authority and shall perform such other duties as may be determined by the Board.

Section 7. Other Officers. The Assistant Secretaries and Assistant Treasurers, if any, and any other officers whom the Board may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board.

Section 8. Delegation of Authority and Duties. The Board is authorized to delegate the authority and duties of any officer to any other officer, to a managing agent, or to a management company, or to any one or more of them, and generally to control the action of the officers and managing agent or management company and to require the performance of duties in addition to those mentioned herein.

ARTICLE IV

GENERAL POWERS OF THE ASSOCIATION

Section 1. Payments from Maintenance Funds. The Association, for the benefit of all the Unit Owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for, all Common Expenses arising with respect to, or in connection with, the Condominium Property, including, without limitation, the following:

A. Utility Service for Common Areas and Facilities.
The cost of water, waste removal, electricity, telephone, heat, power or any other utility service for the Common Areas and Facilities, excluding the Limited Common Areas and Facilities located within or physically adjoining the Units (such as patios and balconies). Notwithstanding the foregoing, the Board may, in addition, elect to include and pay from time to time as Common Expenses any or all utilities and services (including water, sanitary sewer, waste

removal, garbage collection and disposal, electricity, gas, and other power or energy) furnished to or consumed by the Occupants of the Units. The Association may discontinue the foregoing payments at any time, in which case each Unit Owner shall be responsible for direct payment of his share of such expenses as shall be determined by the Board. The water charges billed to each Unit Owner shall be combined and paid by the Association and assessed against the Unit Owner as a Common Expense. Upon determination by the Board that any Unit Owner is using excessive amounts of any utility services which are Common Expenses, the Association shall have the right to levy special assessments against such Unit Owner to reimburse the Association for the expense incurred as a result of such excessive use.

B. Casualty Insurance. The premiums upon a policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually.

C. Liability Insurance. The premiums upon a policy or policies insuring the Association, the members of the Board, the manager or managing agent and the Unit Owners and Occupants against any liability to the public or to the Owners (of Units and of the Common Areas and Facilities, and their invitees, or tenants), incident to the ownership and/or use of the Common Areas and Facilities and Units, as provided in the Declaration, the limits of which policy shall be reviewed annually.

D. Workmen's Compensation. Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

E. Wages and Fees for Services. The wages and fees for services of any person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a manager or managing agent for the Condominium Property, the services of any person or persons required for the maintenance of or operation of the Condominium Property, (including a recreation director, if any), and legal and/or accounting services necessary or proper in the operation of the Condominium Property or the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association.

F. Care of Common Areas and Facilities. The cost of landscaping, gardening, snow removal, painting, cleaning, tuck pointing, maintenance, decorating, repair and replacements of the

Common Areas and Facilities (but not including the interior surfaces of the Units or of the Limited Common Areas and Facilities, except the garage facilities, which the Unit Owner shall paint, clean, decorate, maintain and repair), the operation of swimming pools and other recreational facilities, if any, situated on the Common Areas and Facilities, and such furnishing and equipment for the Common Areas and Facilities as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Areas and Facilities.

G. Additional Expenses. The cost of any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, "Common Expenses" or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration, these By-Laws, or by law, of which in the opinion of the Association shall be necessary or proper for the maintenance and operation of the Condominium Property as a first-class condominium property or for the enforcement of the Declaration and these By-Laws.

H. Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrances levied against the entire Condominium Property or any part thereof which may, in the opinion of the Association, constitute a lien against the Condominium Property or against the Common Areas and Facilities, rather than merely against the interests therein of such Unit Owner responsible for the existence of such lien or encumbrances provided, however, that the Association shall levy a special assessment against such Unit Owner to recover the amount expended in discharging such lien or encumbrance; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specially assessed to said Unit Owners.

I. Certain Maintenance of Units. The cost of the maintenance and repair of the Limited Common Areas and Facilities and of any Unit, if such maintenance or repair is necessary, in the discretion of the Association, to prevent damage to or destruction of any part of the Common Areas and Facilities, or any other Unit, and the Unit Owner having the exclusive right to use such Limited Common Areas and Facilities or owning such Unit requiring such maintenance or repair shall have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said Unit Owner; provided, however, that the Association shall levy a special assessment

against such Unit Owner to recover the amount expended for such maintenance or repair.

J. Fidelity Bonds. All officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association and shall be charged against the maintenance fund.

K. Certain Utility Services to Units. The Association may pay from the maintenance fund for waterlines, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Unit Owners. However, the Association may discontinue such payments at any time, in which case each Unit Owner shall be responsible for direct payment of his share of such expenses as shall be determined by the Board. The Association reserves the right to levy additional assessments against any Unit Owner to reimburse it for excessive use, as shall be determined by the Board, by such Unit Owner of any utility service, the expense of which is charged to the maintenance fund.

L. Miscellaneous. Any and all other costs and expenses designated as "Common Expenses" in the Declaration or in these By-Laws or incurred by the Association to carry out its duties, obligations or undertakings under the Declaration or these By-Laws.

Section 2. Association's Right to Enter Units. The Association or its agents may enter any Unit or portion of the Limited Common Areas and Facilities when necessary in connection with any maintenance, repair or construction for which the Association is responsible. It may likewise enter any balcony, if any, for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the Unit Owner as practicable and any damage caused thereby shall be repaired by the Association from insurance proceeds, or, in the event that the damage is not covered by insurance, the damage shall be repaired by the Association at the expense of the maintenance fund. The Association reserves the right to retain a pass key to each Unit and no locks or other devices shall be placed on the doors to the Units to obstruct entry through the use of such pass key, without the consent of the Association. In the event of any emergency originating in or threatening any Unit at a time when required alterations or repairs are scheduled, the managing agent, or his representative, or any other person designated by the Board may enter the Unit immediately, whether the Unit Owner is present or not. Nothing contained in this Section 2, shall prevent or impair any right of inspection by a mortgagee of a Unit under the terms of its mortgage.

Section 3. Capital Additions and Improvements. The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Areas and Facilities, subject to all the provisions of the Declaration and these By-Laws) having a total cost in excess of One Thousand and No/100 Dollars (\$1,000.00), nor shall the Association authorize any structural alterations, capital additions to, or capital improvements of the Common Areas and Facilities requiring an expenditure in excess of One Thousand and No/100 Dollars (\$1,000.00), without, in each case, the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association, provided that during the five (5) year period following the filing of the Declaration, if Grantor shall own any of the Units, its consent to such expenditure shall be required. Whenever in the judgment of the Board, the Common Areas and Facilities shall require additions, alterations or improvements (as opposed to maintenance, repair and replacement) costing in excess of One Thousand and No/100 Dollars (\$1,000.00) and the making of such additions, alterations or improvements shall have been approved by Unit Owners entitled to exercise not less than a majority of the voting power, the Board shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing One Thousand and No/100 Dollars (\$1,000.00) or less may be made by the Board without approval of the Unit Owners, and the cost thereof shall constitute a Common Expense.

Section 4. Rules and Regulations. The Association, by vote of the members entitled to exercise a majority of the voting power of the Association, or the Board, may adopt such reasonable rules and regulations and from time to time amend the same, supplementing the rules and regulations set forth in the Declaration and these By-Laws as it may deem advisable for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the Unit Owners and Occupants of the Condominium Property. Written notice of such rules and regulations shall be given to all Unit Owners and Occupants and the Condominium Property shall at all times be maintained subject to such rules and regulations. In the event such supplemental rules and regulations shall conflict with any provisions of the Declaration or of these By-Laws, the provisions of the Declaration and of these By-Laws shall govern.

Section 5. Special Services and User Charges. The Association may arrange for special services and facilities for

of the Declaration and these By-Laws, shall be resolved in favor of the Declaration and these By-Laws, and any inconsistencies between any statute applicable to associations formed to administer property submitted to the Condominium form of ownership, and the Articles or By-Laws of the Association, shall be resolved in favor of the statute. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or By-Laws of the Association, the terms and provisions of the Declaration shall prevail, and the Unit Owners and all persons claiming under them covenant to vote in favor of such amendments in the Articles or By-Laws as will remove such conflicts or inconsistencies.

ARTICLE V

DETERMINATION AND PAYMENT OF ASSESSMENTS

Section 1. Obligation of Owners to Pay Assessments. It shall be the duty of every Unit Owner to pay his proportionate share of the expenses of administration, maintenance and repair of the Common Areas and Facilities and of the other expenses provided for herein. Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Areas and Facilities as set forth in the Declaration. Payment thereof shall be in such amounts and at such times as may be determined by the Board, as hereinafter provided.

Section 2. Preparation of Estimated Budget. After the organization of the Association and the election of the first Board, each year, on or before December 1st, the Association shall estimate the total amount necessary to pay all the Common Expenses which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and shall, on or before December 15th, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Areas and Facilities as set forth in the Declaration. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Unit Owner shall be obligated to pay to the Association, or as it may direct, one-twelfth (1/12th) of the assessment made pursuant to this Section. On or before the date of the annual meeting of each calendar year, the Association shall supply to all Unit Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and

paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Areas and Facilities to the next monthly installments due from Unit Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Unit Owner's percentage of ownership in the Common Areas and Facilities in the installments due in the succeeding six (6) months after rendering of the accounting. Any amount accumulated or acquired by means other than assessments, shall be allocated solely to the acquisition of capital additions or improvements.

Section 3. Reserve for Contingencies and Replacements. The Association may, but shall not be obligated to build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Unit Owner's assessment, the Association shall prepare an estimate of the additional cash requirements then necessary, or necessary, for the balance of the year, which additional amount of cash requirements shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Areas and Facilities. The Association shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall be payable with the next regular monthly payment becoming due to the Association not less than ten (10) days after the delivery or mailing of such notice of further assessments. All Unit Owners shall be obligated to pay the adjusted monthly amount.

Section 4. Budget for First Year. When the first Board elected hereunder takes office, the Association shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Unit Owners during said period as provided in Section 2 of this Article V., except that the fractional amount of the assessment shall be one (1) over the number of full months remaining in the partial year, rather than one-twelfth (1/12th) and the first payment shall be on the first (1st) day of the first (1st) calendar month following the date the Declaration is filed for record with the Recorder of Cuyahoga County, Ohio.

Section 5. Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or serve the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the existing monthly rate established for the previous period until the monthly maintenance payment, which is due more than ten (10) days after such new annual or adjusted estimate, shall have been mailed or delivered.

Section 6. Books and Records of Association. The Association shall keep full and correct books of account and the same shall be open for inspection by any Unit Owner, or any representative of a Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Unit Owner. Upon ten (10) days notice to the Board and upon payment of a reasonable fee fixed by the Board, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

Section 7. Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Unit Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the Unit Owners in proportion to each Unit Owner's percentage ownership in the Common Areas and Facilities as provided in the Declaration.

Section 8. Assessments Prior to Organization of Association. Until such time as the Association is organized, Unit Owners (including Grantor) shall pay monthly assessments in an amount determined by Grantor. Said sums shall be paid by the Unit Owner to the managing agent, who shall be accountable to the Board for all monies so received, who shall not co-mingle the funds with any other funds, and who may use said funds for the purposes herein set forth. At the end of each monthly period, the excess of receipts over expenditures shall be deposited with a bank or savings and loan association in Cuyahoga County, Ohio, for the account of and for the benefit of the Association. Such payments, in such amount, shall continue to be paid until the amount thereof shall be readjusted in accordance with the provisions of the Declaration and these By-Laws immediately following the organization of the Association. After the Association has been organized, the managing agent

shall immediately pay over to the Association the balance of assessment funds in his possession, together with his books and invoices, and at such time a complete accounting shall be made by the managing agent to the Association for funds collected and expended. If requested by two (2) or more members, a complete audit shall be made at such time and the cost thereof shall be charged as a general expense. Thereafter, Grantor shall pay his proportionate share of the monthly assessments to the Association for each Unit owned by Grantor which Grantor shall lease in lieu of sale and Grantor shall pay his proportionate share of said monthly assessments for each other completed Unit he owns, except Grantor shall not have to pay that portion of the monthly assessment relating to payment of utilities, payment into the contingency fund or payment for capital improvements.

Section 9. Annual Audit. The books of the Association shall be audited once a year by the Board, and such audit shall be completed prior to each annual meeting. If requested by two (2) members of the Board, such audit shall be made by a Certified Public Accountant. In addition, at any time requested by the Unit Owners of ten (10) or more Units, including the Grantor, the Board shall cause an additional audit to be made. Upon receipt of a written request from the mortgagee of a Unit, addressed to the Secretary of the Association, a copy of the report of each annual or special audit shall thereafter be sent to each such mortgagee by the Secretary within ten (10) days after such report has been prepared and presented to the Association.

Section 10. Remedies for Failure to Pay Assessments.

A. If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) or more days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as provided in the Declaration; and, there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by the Declaration, any decision by the Court, or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees, as above provided, shall be and become a lien or charge against the Unit Ownership of the Unit Owner involved when they are payable, and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate, as provided in the Declaration. As provided in the Declaration, the members of the Board and their successors in office, acting on behalf of the other Unit Owners, shall have the

power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Any mortgagee shall be entitled to written notice of such failure to pay such assessment.

3. Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Unit covered by his encumbrance and unless the request shall be complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinated to the lien of such encumbrance. Any encumbrancer holding a lien on a Unit may pay any unpaid common expenses payable with respect to such Unit and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of his encumbrance.

Section 11. Security Deposits from Certain Unit Owners. If in the judgment of the Board, the equity interest of any Unit Owner (whether the original Owner or a subsequent purchaser or transferee) in his Unit at any time is not sufficient to assure realization (whether by foreclosure of the lien referred to in Section 10. above, or otherwise) of all assessments, charges or other sums which may be levied by the Association, then whether or not such Unit Owner shall be delinquent in the payment of such levies, the Association shall have the right to require such Unit Owner to establish and maintain a security deposit in an amount which the Board deems necessary for such purposes, provided, however, that such security deposit shall in no event exceed an amount equal to such Unit Owner's annual share of the current Estimated Unit Owners Cash Requirements plus the Board of Managers' estimate of all special assessments which may be levied against such Unit Owner during the ensuing twelve (12) month period. In the event that any Unit Owner shall fail to pay any assessments, charges or other sums which may be due hereunder, or shall otherwise violate any covenants, terms and conditions of the Declaration or these By-Laws, the Association shall have the right, but not the obligation, to apply such security deposit in reduction of its alleged damages resulting from such failure or violation, which right shall be in addition to all and other remedies provided for in the Declaration or these By-Laws. Upon any sale by such Unit Owner of his Unit, or at such time as such Unit Owner's equity in his Unit is sufficiently great to dispense with the necessity of such security deposit, any unapplied balance of said security deposit remaining to the credit of said Unit Owner shall be refunded, provided that such Unit Owner shall not be in default under any of his obligations under the Declaration or these By-Laws. The Association shall have the right to maintain all security deposits held by it as aforesaid in a single savings account and shall not be required to credit

interest to any Unit Owner; such interest, if any, to be paid to and retained by the Association. Said security deposit shall at all times be subject and subordinate to the lien referred to in the Declaration and Section 10. above, and all rights thereto shall inure to the benefit of the lienor.

ARTICLE VI

INDEMNIFICATION OF BOARD MEMBERS AND OFFICERS

Each Board member and officer of the Association, and each Manager, and each member of any committee appointed by the Board, and each former Board member and officer of the Association, shall be indemnified by the Association against the costs and expenses reasonably incurred by him in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which he is or may be made a party by reason of his being or having been such Board member or officer of the Association (whether or not he is a Board member or officer or manager, or member of any committee appointed by the Board at the time of incurring such costs and expenses), except with respect to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for misconduct or negligence in the performance of his duty as such Board member or officer or Manager or member of any committee appointed by the Board. In case of the settlement of any action, suit or proceeding to which any Board member or officer of the Association or Manager or member of any committee appointed by the Board, or any former Board member or officer of the Association or Manager or member of any committee appointed by the Board, is made a party or which may be threatened to be brought against him by reason of his being or having been a Board member or officer of the Association or Manager or member of any committee appointed by the Board, he shall be indemnified by the Association against the costs and expenses (including the cost of settlement) reasonably incurred by him in connection with such action, suit or proceeding (whether or not he is a Board member or officer or Manager or member of any committee appointed by the Board at the time of incurring such costs and expenses), if (A) the Association shall be advised by independent counsel that such Board member or officer or Manager or member of any committee appointed by the Board did not misconduct himself or was not negligent in the performance of his duty as such Board member or officer or Manager or member of any committee appointed by the Board with respect to the matters covered by such action, suit or proceeding, and the cost to the Association of indemnifying such Board member or officer or Manager or member of any committee appointed by the Board (and all other Board members and officers or Manager or

member of any committee appointed by the Board, if any, entitled to indemnification hereunder in such case) if such action, suit or proceeding were carried to a final adjudication in their favor could reasonably be expected to exceed the amount of costs and expenses to be reimbursed to such Board members and officers or Manager or member of any committee appointed by the Board as a result of such settlement, or (B) disinterested Association members entitled to exercise a majority of the voting power shall, by vote at any annual or special meeting of the Association, approve such settlement and the reimbursement to such Board member or officer or Manager or member of any committee appointed by the Board of such costs and expenses. The phrase "disinterested members" shall mean all members of the Association other than (i) any Board member or officer of the Association or any Manager or committee member of the Association who at the time is or may be entitled to indemnification pursuant to the foregoing provisions, (ii) any corporation or organization of which any such Board member or officer or any Manager or committee member of the Association owns of record or beneficially ten per cent (10%) or more of any class of voting securities, (iii) any firm of which such Board member or officer or any Manager or committee member of the Association is a partner, and (iv) any spouse, child, parent, brother or sister of any such Board member or officer or any Manager or committee member of the Association. The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such Board member or officer or any Manager or committee member of the Association, and shall not be exclusive of other rights to which any Board member or officer or any Manager or committee member of the Association may be entitled as a matter of law or under the Declaration, or any vote of Association members, or any agreement.

ARTICLE VII

AMENDMENTS

Provisions of these By-Laws may be amended by the Unit Owners at a meeting held for such purpose by the affirmative vote of those entitled to exercise at least seventy-five per cent (75%) of the voting power; provided, however, no such amendment shall conflict with the provisions of the Declaration or of Chapter 5311, Ohio Revised Code.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Grantor's Rights Pending Sale of Sixty Per Cent (60%) of Unit Ownerships. Until such time as the Association is incorporated and organized, and until such time thereafter as Grantor shall have consummated the sale of sixty per cent (60%) of all Unit Ownerships, unless Grantor consents to a lesser percentage, but in no event later than five (5) years after the date of the filing of the Declaration of Condominium, the powers, rights and functions of the Association and its Board of Managers shall be exercised by Grantor.

Section 2. Copies of Notice to Mortgage Lenders. Upon written request to the Board by the holder of any duly recorded mortgage or trust deed against any Unit Ownership, the Board shall give such mortgage holder a copy of any and all notices permitted or required by the Declaration or these By-Laws to be given to the Owner or Owners whose Unit Ownership is subject to such mortgage or trust deed.

Section 3. Service of Notices on the Board of Managers. Notices required to be given to the Board or to the Association may be delivered to any member of the Board or officer of the Association either personally or by mail addressed to such member or officer at his Unit.

Section 4. Service of Notices on Devisees and Personal Representatives. Notices required to be given any devisees or personal representatives of a deceased Owner may be delivered either personally or by mail to such party at his, her or its address appearing on the records of the Court wherein the estate of such deceased Owner is being administered.

Section 5. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these By-Laws 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.

Section 6. Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these By-Laws shall be deemed to be binding on all Unit Owners, their successors and assigns.

Section 7. Notices of Mortgages. Any Unit Owner who mortgages his Unit shall notify the Association, in such manner as the Association may direct, of the name and address of his mortgagee and thereafter shall notify the Association of the payment, cancellation or other alteration in the status of such mortgage. The Association shall maintain such information in a book entitled "Mortgagees of Units".

Section 8. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect the rest of this Declaration.

Section 9. Rights of Members of the Buntingtree Condominium Association in Other Lands. In addition to any other rights which are granted to members herein, each member shall be entitled to enjoy all the rights and easements of a "Unit" as provided in the Articles and By-Laws of the Cooperative Recreational Association, and the Declaration of Covenants, Conditions and Restrictions pertaining to Permanent Parcel Nos. 482-18-30, 482-22-42, and 482-19-1, located and extending each from York Road to Ridge Road, City of North Royalton, County of Cuyahoga, State of Ohio, as described in Exhibit "A" to the Declaration of Covenants, Conditions and Restrictions, pertaining to said Permanent Parcels, filed for record by the Grantor in the Cuyahoga County Records, and shall be subject and shall be obliged to discharge all the duties, liabilities and responsibilities of a "Unit" as defined therein.

Section 10. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by these By-Laws shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of James E. Carter, President of the United States, and Walter F. Mondale, Vice President of the United States.

Section 11. Definitions. The terms used in these By-Laws (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of these By-Laws and of any amendment hereto shall have the respective meanings specified in Article I of the Declaration.

EXHIBIT "D"

PHASE NO. 1 PARCEL

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being part of Original Royalton Township Section No. 9, being further described as follows:

Beginning in the Easterly line of York Road, 60 feet wide, at its intersection with the Northerly line of land conveyed to Zarembo Properties West Co. by deed recorded in Volume 12986, Page 11 of Cuyahoga County Deed Records;

Thence from said place of beginning South $89^{\circ} 30' 44''$ East, along said Northerly line of land so conveyed to Zarembo Properties West Co., 519.90 feet to a point therein;

Thence South $0^{\circ} 50' 03''$ West, 533.64 feet to a point;

Thence North $89^{\circ} 09' 57''$ West, 455.23 feet to a point of curvature;

Thence Northwesterly, 29.67 feet along the arc of a circle deflecting to the right, said arc having a radius of 20.00 feet and a chord which bears North $46^{\circ} 39' 43''$ West, 27.03 feet to a point of tangency in said Easterly line of York Road;

Thence North $4^{\circ} 09' 29''$ West, along said Easterly line of York Road, 514.19 feet to the place of beginning and containing 6.0666 Acres of land, be the same more or less, but subject to all legal highways.

EXHIBIT "E"

PHASE NO. 2 PARCEL

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being part of Original Royalton Township Section No. 9, being further described as follows:

Beginning in the Easterly line of York Road, 60 feet wide, at its intersection with the Northerly line of land conveyed to Michael F. and Anna C. Cahill by deed recorded in Volume 8414, Page 119 of Cuyahoga County Deed Records;

Thence from said place of beginning North 4° 09' 29" West, along said Easterly line of York Road, 297.01 feet to a point therein;

Thence Northeasterly, 33.16 feet along the arc of a circle deflecting to the right, said arc having a radius of 20.00 feet and a chord which bears North 43° 20' 17" East, 29.49 feet to a point of tangency;

Thence South 89° 09' 57" East, 216.14 feet to a point;

Thence North 81° 51' 40" East, 96.18 feet to a point;

Thence South 89° 09' 57" East, 324.68 feet to a point;

Thence South 0° 50' 03" West, 332.63 feet to a point in said Northerly line of land conveyed to Michael F. and Anna C. Cahill;

Thence North 89° 09' 57" West, along said Northerly line of land conveyed to Michael F. and Anna C. Cahill, 629.89 feet to the place of beginning and containing 4.8199 Acres of land, be the same more or less, but subject to all legal highways.

The above-described Parcel is NOT part of the Land or Condominium Property made subject to this Declaration, but is included as an Exhibit for the purposes of identification as a Parcel which may hereafter be submitted to this Declaration pursuant to Article XVI of this Declaration.

EXHIBIT "F"

PHASE NO. 3 PARCEL

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being part of Original Royalton Township Section No. 9, being further described as follows:

Beginning in the Northerly line of land conveyed to Zaremba Properties West Co. by deed recorded in Volume 12986, Page 11 of Cuyahoga County Deed Records, at a point distant South 89° 30' 44" East, 519.90 feet measured along said Northerly line from its intersection with the Easterly line of York Road, 60 feet wide;

Thence from said place of beginning Continuing South 89° 30' 44" East, along said Northerly line of land conveyed to Zaremba Properties West Co., 416.21 feet to a point therein;

Thence South 9° 40' 06" East, 473.99 feet to a point;

Thence South 70° 28' 56" West, 87.00 feet to a point of curvature;

Thence Westerly, 226.81 feet along the arc of a circle deflecting to the right, said arc having a radius of 638.54 feet and a chord which bears South 80° 39' 29" West, 225.62 feet to a point of tangency;

Thence North 89° 09' 57" West, 198.95 feet to a point;

Thence North 0° 50' 03" East, 533.64 feet to the place of beginning and containing 5.5422 Acres of land, be the same more or less, but subject to all legal highways.

The above-described Parcel is NOT part of the Land or Condominium Property made subject to this Declaration, but is included as an Exhibit for the purposes of identification as a Parcel which may hereafter be submitted to this Declaration pursuant to Article XVI of this Declaration.

EXHIBIT "G"

PHASE NO. 4 PARCEL

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being part of Original Royalton Township Section No. 9, being further described as follows:

Beginning in the Northerly line of land conveyed to Michael F. and Anna C. Cahill by deed recorded in Volume 8414, Page 119 of Cuyahoga County Deed Records, at a point distant South 89° 09' 57" East, 629.89 feet measured along said Northerly line from its intersection with the Easterly line of York Road, 60 feet wide;

Thence from said place of beginning North 0° 50' 03" East, 332.63 feet to a point;

Thence South 89° 09' 57" East, 8.32 feet to a point of curvature;

Thence Easterly, 248.13 feet along the arc of a circle deflecting to the left, said arc having a radius of 698.54 feet and a chord which bears North 80° 39' 29" East, 246.82 feet to a point of tangency;

Thence North 70° 28' 56" East, 97.00 feet to a point;

Thence South 6° 38' 37" East, 413.48 feet to a point in said Northerly line of land conveyed to Michael F. and Anna C. Cahill;

Thence North 89° 09' 57" West, along said Northerly line of land conveyed to Michael F. and Anna C. Cahill, 396.03 feet to the place of beginning and containing 3.0726 Acres of land, be the same more or less, but subject to all legal highways.

The above-described Parcel is NOT part of the Land or Condominium Property made subject to this Declaration, but is included as an Exhibit for the purposes of identification as a Parcel which may hereafter be submitted to this Declaration pursuant to Article XVI of this Declaration.

EXHIBIT "H"

PHASE NO. 5 PARCEL

(to be inserted here)

(Precise legal description of this Parcel No. 5 to be furnished at such time as this Parcel No. 5 shall be made subject to this Declaration).

The above-described Parcel is NOT part of the Land or Condominium Property made subject to this Declaration, but is included as an Exhibit for the purposes of identification as a Parcel which may hereafter be submitted to this Declaration pursuant to Article XVI of this Declaration.

EXHIBIT "I"

PHASE NO. 6 PARCEL

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being part of Original Royalton Township Section No. 9, being further described as follows:

Beginning in the Northerly line of land conveyed to Zaremba Properties West Co. by deed recorded in Volume 12986, Page 11 of Cuyahoga County Deed Records, at a point distant South 89° 30' 44" East, 1547.82 feet, measured along said Northerly line from its intersection with the Easterly line of York Road, 60 feet wide;

Thence from said place of beginning continuing South 89° 30' 44" East, along said Northerly line of land conveyed to Zaremba Properties West Co., 186.12 feet to an interior corner thereof;

Thence North 0° 51' 14" East, along a Westerly line of said land conveyed to Zaremba Properties West Co., 62.99 feet to a Northwesterly corner thereof;

Thence South 89° 11' 03" East, along a Northerly line of said land conveyed to Zaremba Properties West Co., 651.04 feet to a point therein;

Thence South 0° 37' 47" West, 204.30 feet to a point;

Thence South 71° 26' 42" West, 81.44 feet to a point of curvature;

Thence Westerly, 142.34 feet along the arc of a circle deflecting to the right, said arc having a radius of 611.96 feet and a chord which bears South 78° 06' 31" West, 142.02 feet to a point of tangency;

Thence South 84° 46' 20" West, 462.50 feet to a point of curvature;

Thence Westerly, 161.62 feet along the arc of a circle deflecting to the left, said arc having a radius of 987.29 feet and a chord which bears South 80° 04' 58" West, 161.44 feet to a point;

Thence due North, 277.28 feet to the place of beginning and containing 5.1330 Acres of land, be the same more or less, but subject to all legal highways.

The above-described Parcel is NOT part of the Land or Condominium Property made subject to this Declaration, but is included as an Exhibit for the purposes of identification as a Parcel which may hereafter be submitted to this Declaration pursuant to Article XVI of this Declaration.

EXHIBIT "J"

PHASE NO. 7 PARCEL

(to be inserted here)

(Precise legal description of this Parcel No. 7 to be furnished at such time as this Parcel No. 7 shall be made subject to this Declaration).

The above-described Parcel is NOT part of the Land or Condominium Property made subject to this Declaration, but is included as an Exhibit for the purposes of identification as a Parcel which may hereafter be submitted to this Declaration pursuant to Article XVI of this Declaration.

(e) On or before the date of each annual meeting, prepare and furnish to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, by special assessments, or otherwise, and showing the net amount over or short of the actual expenditures plus reserves.

(f) In addition to keeping the Board generally advised of matters concerning the Condominium, advise the Board promptly of extraordinary expenditures (and, if known in advance, the probable need thereof), and, if such is the case, the inadequacy of the "estimated cash requirements" so that the procedures of Section 3 of ARTICLE V of the By-Laws may be authorized by the Board, if necessary. Upon direction from the Board, the Agent shall serve notice of further assessments upon all Unit Owners as provided in said Section 3 of ARTICLE V of the By-Laws.

(g) Collect all assessments due from the Unit Owners; security deposits from Unit Owners when directed by the Board under Section 11 of ARTICLE V of the By-Laws; all rents, if any, due from users or lessees of any parts of the Common Areas and Facilities; all rents, if any, due from any Units, the record title of which is held in the name of the President or Secretary of the Association as trustee under Paragraph E of Article XXI of the Declaration; and all sums due from concessionaires in consequence of the authorized operation of facilities in the Condominium maintained for the benefit of the Unit Owners.

(h) Furnish to the President and Treasurer of the Association an itemized list of all delinquent accounts immediately following the tenth (10th) of each month.

(i) On the basis of an operating schedule, job standards, and wage rates previously approved by the Board on the recommendation of the Agent, investigate, hire, pay, supervise, and discharge the personnel necessary to be employed in order to maintain and operate the Condominium. Such personnel shall in every instance be in the Association's and not in the Agent's employ. Compensation for the services of such employees (as evidenced by certified payrolls) shall be an operating expense of the Condominium.

(j) Maintain businesslike relations with Unit Owners whose service requests shall be received, considered and recorded in systematic fashion in order to show the action taken with respect to each. Complaints of a serious nature shall, after investigation, be reported to the Board with appropriate recommendations. As part of a continuing program, secure full performance by the Unit Owners and occupants of all obligations for which they are responsible, and advise the Board of any Unit Owners and Occupants who fail to perform their obligations under the Declaration, By-Laws, or Rules or who violate any of the same.

(k) Negotiate and enter into as agent of and on behalf of the Association, agreements for the maintenance, repair, replacement, alteration and improvement of those parts of the Common Areas and Facilities for which the Association is responsible; PROVIDED THAT if any one item of repair or replacement costs more than One Thousand and No/100 Dollars (\$1,000.00), the Agent shall first receive authorization from the Board, except that emergency repairs involving manifest danger to life or property or immediate action for the preservation or safety of any of the Condominium Property or for the safety of any Unit Owner or Occupant or required to avoid the suspension of any necessary service to the Condominium, may be made by the Agent irrespective of the cost limitation imposed by this subparagraph. Notwithstanding the foregoing authority as to emergency repairs, it is understood and agreed that the Agent will, if at all possible, confer immediately with the Board regarding every such expenditure. The Agent shall not incur liabilities (direct or contingent) which will at any time exceed the aggregate of Five Thousand and no/100 Dollars (\$5,000) or any liability maturing more than one year from the creation thereof, without first obtaining the approval of the Board.

(l) Take such action on behalf of the Association as may be necessary to comply promptly with orders or requirements affecting the Condominium Property placed thereon by any federal, state, county, or municipal authority having jurisdiction thereover, and orders of the Board of Fire Underwriters or other similar bodies, subject to the same limitation contained in subparagraph (k) above. The Agent, however, shall not take any action under this subparagraph (l) so long as the Association is contesting, or has affirmed its intention to contest any such order or requirement. The Agent shall promptly, and in no event later than seventy-two (72) hours from the time of their receipt, notify the Association in writing of all such orders and notices of requirements of which the Agent has received actual notice.

(m) Subject to approval by the Board, as agent of and on behalf of the Association, enter into agreements for providing utilities, energy, extermination, concessions, and other services and facilities, or such of them as the Board shall deem desirable, for the Common Areas and Facilities, and place orders for such equipment, tools, appliances, materials and supplies as are necessary properly to maintain the Common Areas and Facilities. All such contracts and orders shall be made in the name of the Association and shall be subject to the limitations set forth in subparagraph (k) of this Paragraph.

(n) Establish and maintain, in a bank whose deposits are insured by the Federal Deposit Insurance Corporation, a bank account for the deposit of the moneys of the Association (as well as moneys of other parties for which Agent is acting as Agent), with authority of Agent, and no one else, to draw thereon for payments to be made

by the Agent to discharge any liabilities or obligations incurred pursuant to this Agreement, and for the payment of the Agent's fee, all of which payments shall be subject to the limitations set forth in this Agreement.

(o) From the funds collected and deposited in the account provided for in subparagraph (n) of this Paragraph, cause to be disbursed regularly and punctually (i) salaries and any other compensation due and payable to the employees of the Association, and the taxes payable under subparagraph (p) of this Paragraph, (ii) the premiums on insurance required to be maintained by the Association, and (iii) all of the other sums due and payable by the Association, including the Agent's commission. After disbursement of the funds in the order herein specified, any balance remaining in the special account may be disbursed or transferred from time to time, but only as specifically directed by the Board.

(p) Prepare and file on behalf of the Association such forms, reports, and returns as are required by law in connection with federal, state and municipal income tax withholdings, unemployment insurance, workmen's compensation insurance, Social Security, and other similar taxes now in effect or hereafter imposed.

(q) As agent and on behalf of the Association obtain the insurance required to be obtained by the Association under Article XII of the Declaration, and upon the direction and authorization from the Board obtain such additional insurance and coverage as the Association is permitted to obtain under the Declaration or the By-Laws.

(r) Maintain a system of records, books and accounts of Condominium finances, of the names of Unit Owners, of the names of mortgagees of Ownership Interests (if such names are actually furnished to Agent), and of such other matters affecting the Condominium as the Agent considers appropriate, which records shall be open for inspection by any Unit Owner or his representative duly authorized in writing in accordance with the provisions of ARTICLE V, Section 6 of the By-Laws; furnish (on behalf of the Board) to each Unit Owner promptly upon his request a statement of his account as required under ARTICLE V, Section 6; provided that the Agent may charge to the requesting Unit Owner a fee of Ten and No/100 Dollars (\$10.00) for each statement requested in respect to a particular Unit after one (1) statement has been furnished in respect to the same Unit within the past twelve (12) months (regardless of the fact that a change of title within such twelve (12) month period may have caused the request to come from two (2) different Unit Owners); render to the President and Treasurer of the Association by not later than the tenth (10th) day of each month a statement of receipts and disbursements as of the end of the preceding month.

(s) Operate and maintain the Condominium according to the highest standards achievable consistent with the overall plan of the Association and the directions and authorizations received from the Board. The Agent shall see that all Unit Owners are informed with respect to the Rules promulgated by the Association from time to time.

3. Powers and Authority. The Agent shall have all powers and authority which the Association has and which are necessary or proper to carry out the duties imposed upon the Agent under this Agreement. Such powers and authority include, without limitation, the following:

(a) The rights granted to the Association and its agents under Section 2 of ARTICLE IV of the By-Laws; and

(b) The right to request, demand, collect, receive, and receipt for any and all charges or rents which may at any time be or become due to the Association and, when directed by the Association, take such action in the name of the Association (and at the cost and expense of the Association) by way of legal process or otherwise (with legal counsel selected by Agent) as may be required for the collection of delinquent assessments and any and all other sums due to the Association.

4. Limitations on Agent's Obligations

(a) Everything done by the Agent under the provisions of Paragraphs 2 and 3 shall be done as Agent of the Association, and all obligations or expenses incurred thereunder shall be for the account, on behalf and at the expense of the Association. The Agent shall not be obliged to make any advance to or for the account of the Association or to pay any sum, except out of funds of or provided by the Association, nor shall the Agent be obliged to incur any liability or obligation for the account of the Association without assurance, satisfactory to Agent, that the necessary funds for the discharge thereof will be provided.

(b) The duties imposed upon the Agent hereunder are confined and limited to the Common Areas and Facilities for which the Association is responsible. Such duties do not include supervision or management of Units, except to the limited extent of collecting rents from a Unit owned by the President or Secretary of the Association as trustee under Paragraph E of Article XXI of the Declaration.

(c) Anything herein to the contrary notwithstanding, Agent shall have no responsibilities or obligations arising out of a taking, damage to or destruction of any part of the Condominium Property as a result of condemnation, fire, accident or any casualty, insured or uninsured, including without limitation, settling or negotiating any claim for insurance proceeds or any condemnation award, arranging for

or making repairs, replacements or restoration required or desired as a result of any condemnation, fire, accident or casualty, and collecting and paying out any moneys owing, payable or received as a result of such matters; provided, however, that Agent shall negotiate and settle any insurance claim where the amount claimed is less than Ten Thousand and No/100 Dollars (\$10,000.00) and shall arrange for the making of repairs, replacements and restorations necessitated by condemnation, fire, accident or any casualty where the reasonable cost of such work does not exceed Ten Thousand and No/100 Dollars (\$10,000.00). If the Association desires Agent to handle any such matters where the claim is more than Ten Thousand and No/100 Dollars (\$10,000.00) or the reasonable estimate of the cost or repairs, replacements, or restorations resulting from such matters is in excess of Ten Thousand and No/100 Dollars (\$10,000.00), then the Association shall make such additional arrangements with Agent in respect thereto and shall pay the Agent such additional compensation as is satisfactory to Agent.

5. Compensation. The Agent shall be entitled to receive and shall be paid as compensation for the services performed by it under this Agreement a fee of: Ten and No/100 Dollars (\$10.00) per Unit per month during the first twelve (12) months of the term of this Agreement; Twelve and 50/100 Dollars (\$12.50) per Unit per month during the second twelve (12) months of the term of this Agreement; each twelve (12) month period thereafter to be increased by the percentage increase in the Consumer Price Index for all cities, popularly known as the Cost of Living Index (presently published by the Bureau of Labor Statistics of the U. S. Department of Labor), using the said Consumer Price Index (1967 base) for the first month of said second twelve (12) month period as a denominator and said Consumer Price Index (1967 base) for the twelfth (12th) month of said second twelve (12) month period as a numerator. This fraction shall be multiplied by the per Unit charge received during the second twelve (12) month period and the resulting amount shall be the compensation per Unit per month to be paid to the Agent. The amount so computed shall be increased during each succeeding twelve (12) month period of this Agreement, and any extensions or renewals thereof, by the resulting percentage derived from a fraction having as its denominator the Consumer Price Index (1967 base) for the first month of the immediate preceding twelve (12) month period, and as its numerator the Consumer Price Index (1967 base) for the twelfth (12th) month of the immediate preceding twelve (12) month period. In no event shall the amount charged per Unit during any succeeding Agreement year be less than the amount charged per Unit during the first twelve (12) months of this Agreement. If the base year selected by the U. S. Department of Labor shall be changed, then the resultant Index shall be readjusted, so as to reflect the base initially established under this Agreement. If the said Index shall no longer be published or cannot be adjusted, then another Index generally recognized as authoritative shall be substituted by agreement between the parties. Upon additional Units being added

to the Declaration from time to time pursuant to the provisions thereof, such fee shall be increased (as of the first day of the first full calendar month following the date on which such Units are added) by an amount which is equal to the per Unit fee (determined as aforesaid) multiplied by the number of Units then being added to the Condominium. Said fee calculated as aforesaid shall be payable no later than the fifteenth (15th) day of each and every consecutive month throughout the term of this Agreement.

6. Duration.

(a) Subject to the provisions of Paragraph 7 below, the term of this Agreement shall be for a period commencing upon the date of execution hereof and ending on the last day of the fifth (5th) full calendar year thereafter.

(b) Upon termination of the term of this Agreement, either under subparagraph (a) of this Paragraph 6 or under Paragraph 7 below, the Agent and the Association shall account to each other with respect to all matters outstanding as of the date of termination, and the Association shall furnish the Agent security, satisfactory to the Agent, against any outstanding obligations or liabilities which the Agent may have incurred hereunder.

7. Termination Prior to Contemplated Term.

(a) This Agreement may be terminated as of the end of any calendar month upon the written consent of both the Agent and the Association.

(b) The Association may terminate this Agreement by written notice to Agent if Agent shall be in default in the performance of any of Agent's obligations hereunder and Agent shall fail to remedy such default within twenty (20) days after receipt of written notice thereof from the Association (but Agent shall not be deemed to be in default if Agent commences to remedy said default within said twenty (20) day period and proceeds to cure the same with due diligence).

(c) Either the Agent or the Association may terminate this Agreement upon written notice to the other upon or at any time after the occurrence of any one (1) of the following events (even though the event is applicable to the party electing to terminate), provided the event (or subject of the event) objected to has not been cured at the time the written notice of termination is given:

(i) An assignment by either party for the benefit of its creditors;

(ii) An admission by either party, in writing, of its inability to pay its debts as they become due; or

(iii) The filing by either party of a voluntary petition in bankruptcy; or an adjudication of either party as bankrupt or insolvent; or the filing by either party or against either party by any creditors of the party of any petition seeking for either party a reorganization, arrangement composition, readjustment, liquidation, dissolution or similar relief, under any chapter or provision of the Bankruptcy Act of 1898 as now or hereafter amended or supplemented or under any similar act, statute, law or regulation; or either party's seeking, consenting to, acquiescing in, or inability to prevent the appointment of any trustee, receiver or liquidator of itself or of all or any substantial part of the properties of itself.

(d) If any bank, savings and loan association, insurance company, investment trust or other institutional lender should come to own Units having in the aggregate fifty percent (50%) or more interest in the Common Areas and Facilities, such lender may by written notice to Agent and to the Association terminate this Agreement at the end of any calendar month.

8. Miscellaneous.

(a) This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

(b) This Agreement constitutes the entire agreement between the parties, and no variance or modification thereof shall be valid or enforceable, except by supplemental agreement in writing, executed and approved in the same manner as this Agreement.

(c) For the convenience of the parties, this Agreement has been executed in several counterparts which are in all respects similar and each of which shall be deemed to be complete in itself so that any one may be introduced in evidence or used for any other purposes without the production of the other counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BUNTINGTREE CONDOMINIUM UNIT
OWNERS' ASSOCIATION

By _____

By _____

IN WITNESS WHEREOF, the said YORK-RIDGE DEVELOPMENT COMPANY, the "Grantor" as aforesaid, has caused this instrument to be executed by its General Partners this 17 day of December, 1977.

In the Presence of:

Rory Thompson

Debbie Jensen

Dwight Yonowitz

Gerald I. Arnson

YORK-RIDGE DEVELOPMENT COMPANY
(an Ohio General Partnership)

By: SUNRISE DEVELOPMENT CO.,
(an Ohio Corporation)

By [Signature]
Sam H. Miller, Vice President

AND: K & Z DEVELOPMENT
(an Ohio Limited Partnership)

By: ITS GENERAL PARTNER,
ZAREMBA PROPERTIES WEST CO.,
(an Ohio Corporation)

By [Signature]
Walter A. Zarembo, President

AUTHORIZED PARTNERS OF YORK-RIDGE
DEVELOPMENT COMPANY

STATE OF OHIO)
COUNTY OF CUYAHOGA) SS.

BEFORE ME, a Notary Public, in and for said County and State, this day personally appeared YORK-RIDGE DEVELOPMENT COMPANY, an Ohio Partnership, by SUNRISE DEVELOPMENT CO., an Ohio Corporation, by Sam H. Miller its Vice President, and K & Z DEVELOPMENT, an Ohio Limited Partnership, by ITS GENERAL PARTNER, ZAREMBA PROPERTIES WEST CO., an Ohio Corporation, by Walter A. Zarembo its President, who executed the above instrument and acknowledged that they did examine and read the same, and that they did sign it, and that such signing was their free act and deed in the capacities indicated by their signatures and designations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this 17 day of December, 1977.

Dwight Yonowitz
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:
Gerald I. Arnson, Esq.
1300 Bond Court Building
1300 East Ninth Street
Cleveland, Ohio 44114
(216) 696-3311