

Declaration of Condominium Ownership
recorded in Volume 14664, Page 1,
et seq., Cuyahoga County Records,
January 23, 1978. Drawings recorded
in Volume 30, Pages 48 to 56, inclusive,
Condominium Map Records, January 23, 1978.

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

BUNTINGTREE CONDOMINIUM

NORTH ROYALTON, OHIO

This will certify that copies of this Declaration together with
Drawings and By-Laws attached as Exhibits thereto, were filed in
the Office of the County Auditor, Cuyahoga County, Ohio on

January 23, 1978.

VINCENT CAMPANELLA
County Auditor

By *Vincent Campanella*
Chief Deputy

This Instrument Prepared By:
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Attorney at Law
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Cleveland, Ohio 44114
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DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

BUNTINGTREE CONDOMINIUM

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DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

BUNTINGTREE CONDOMINIUM

WHEREAS, York-Ridge Development Company, an Ohio general partnership, hereinafter referred to as "Grantor", is the owner in fee simple of Phase No. 1 Parcel (hereinafter described in Exhibit "D" attached hereto and made a part hereof); and

WHEREAS, it is the desire of Grantor to submit said Phase No. 1 Parcel, together with the improvements thereon constructed and hereinafter described, to the provisions of Chapter 5311 of the Ohio Revised Code, for condominium ownership; and

WHEREAS, Grantor is also the owner of Phase Nos. 2 to 7 Parcels, inclusive (hereinafter respectively described in Exhibits "E", "F", "G", "H", "I" and "J") upon which parcels Grantor proposes to construct additional improvements for residential use; and

WHEREAS, Grantor desires to provide for the submission of Phase Nos. 2 to 7 Parcels, inclusive, together with the improvements to be constructed thereon, to the provisions of said Chapter 5311 of the Ohio Revised Code.

NOW, THEREFORE, Grantor hereby declares:

ARTICLE I

DEFINITIONS

The following words and terms used in this Declaration and in the By-Laws attached hereto (except as otherwise herein provided or unless the context otherwise requires) for all purposes of this Declaration and of any amendments hereto, and for all purposes of the By-Laws attached hereto and of any amendments thereto, shall have the respective meanings specified in this Article I.

(A) "Assessments" shall mean and refer to the share of Common Expenses and other charges which from time to time shall be payable by each Unit Owner as determined in accordance with the Declaration, the By-Laws and the Rules. The term "other charges" shall include, without limitation, the costs, expenses and charges for repairs and replacements made by the Association which were the obligation or responsibility of the Unit Owner to make, any special charges made by the Association to the Unit Owner for special services rendered to the Unit Owner or his Ownership Interest and for special or extraordinary uses or consumptions attributable to such Unit Owner or his Ownership Interest, damages resulting from the failure of the

Unit Owner or any Occupant of the Unit to comply with any of the covenants, conditions, obligations or restrictions contained in this Declaration or the By-Laws, or with any of the Rules and the costs of any action to obtain injunctive relief against such noncompliance, any other charges or assessments permitted by this Declaration or the By-Laws to be made against the Unit Owner or his Ownership Interest, the interest upon each assessment and charge at the highest legal rate which may be charged to an individual without being usurious (but in no event higher than eight per cent (8%) per annum) from the date the Assessment or charge first comes due to the date it is paid in full, and the reasonable costs of collection of any unpaid assessments and charges (including court costs and reasonable attorneys' fees).

(B) "Association" shall mean and refer to the Buntingtree Condominium Unit Owners' Association, a non-profit corporation formed and existing (or to be formed promptly after this Declaration is filed for record with the Cuyahoga County Recorder), under Chapter 1702 of the Ohio Revised Code, which is a unit owners' association as defined in Section 5311.01(J) of the Ohio Revised Code.

(C) "Board" shall mean and refer to the Board of Managers of the Association as the same may be constituted from time to time.

(D) "Buildings" shall mean and refer to that part of the Condominium Property constituting the residential buildings constructed on Phase 1 Parcel except the Units; provided, however, that when and if an additional residential building or buildings are added to the Condominium Property pursuant to the provisions of Article XVI hereof, the term "Buildings" shall mean and include, in addition to such initial residential buildings, the residential building or buildings so added, except the Units.

(E) "By-Laws" shall mean and refer to the By-Laws of the Association, attached hereto as Exhibit "C" and made a part hereof.

(F) "Chapter 5311" shall mean and refer to Chapter 5311 of the Ohio Revised Code, as the same may be amended or supplemented from time to time.

(G) "Common Areas and Facilities" shall mean and refer to all parts of the Condominium Property except the Units. The Common Areas and Facilities shall include the tangible personal property existing for the common use, enjoyment or safety of the Unit Owners and for the maintenance of other parts of the Common Areas and Facilities, such as decorations, furnishings, furniture, recreational facilities and equipment, and equipment, tools and supplies, even though owned by the Association.

(H) "Common Expenses" shall mean and refer to those expenses designated as Common Expenses in Chapter 5311, and in or in accordance with the provisions of this Declaration and in the By-Laws or in any one or more of such documents, including, without limitation, the following:

(1) All sums lawfully assessed against the Unit Owners by the Association;

(2) Expenses, rentals, charges, payments and obligations of the Association incurred in the use, administration, maintenance, repair and replacement of the Common Areas and Facilities;

(3) Expenses, charges and costs of utility services furnished to the Common Areas and Facilities, the Units and the Unit Owners, or to any one or more of them, which are charged to or initially paid for by the Association; and

(4) All other expenses determined from time to time to be Common Expenses by the Association.

(I) "Common Open Space" shall mean and refer to parking, playgrounds, open spaces, recreational facilities and other common facilities on the areas of Land that is part of the Condominium Property as described in Exhibit "D", owned and maintained by the Association for the common benefit and enjoyment of the Occupants.

(J) "Common Profits" for any period of time shall mean and refer to the amount by which the total income, rents, profits, receipts, and revenues from the Common Areas and Facilities for a calendar year exceed the Common Expenses for the same calendar year. Payments and collections of the assessments are not income, rents, profits, receipts or revenues from the Common Areas and Facilities.

(K) "Common Loss" for any period of time shall mean and refer to the amount by which the Common Expenses exceed the total income, rents, profits, receipts and revenues from the Common Areas and Facilities for a calendar year.

(L) "Condominium" shall mean and refer to the Condominium Property, the relationships therein, the form of ownership thereof, and the Association.

(M) "Condominium Property" (and/or "Property") shall mean and refer to Phase No. 1 Parcel, together with the Buildings, the Garages and all other improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners' provided, however, when and if Phase Nos. 2 to 7 Parcels, inclusive, or any one or more of said Parcels, or any portion thereof, have been added to the Condominium Property pursuant to the provisions of Article XVI hereof, the term "Condominium Property" shall also mean and include the Parcels, or portion thereof, so added to the Condominium Property, together with the Buildings and all other improvements and structures thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners.

(N) "Cooperative Community Property and Facilities" (sometimes hereinafter referred to as "Community Property" or "Community Properties") shall mean and refer to the real and personal property, facilities and improvements which are not part of the Condominium Property and is not described herein, but which the Unit Owner hereof may use, enjoy and receive the benefit of in accordance with Article XIX of this Declaration.

(O) "Declaration" shall mean and refer to this instrument and all of the Exhibits hereto, as originally executed, or, if amended, as so amended, by which the Condominium Property is submitted to the provisions of Chapter 5311, of the Ohio Revised Code, and any and all amendments thereto.

(P) "Drawings" shall mean and refer to the drawings prepared and certified by Charles E. McKinney & Associates, Inc., Civil Engineers and Surveyors, 6607 Pearl Road, Parma Heights, Ohio 44130, by Robert A. Fruits, Registered Surveyor No. 5689, and by Yamane Kaczmar Architects, Registered Architects, 390 The Arcade, 401 Euclid Avenue, Cleveland, Ohio 44114, by Stanley J. Kaczmar, Registered Architect No. 4988, in accordance with Section 5311.07 of the Ohio Revised Code, relating to the Condominium Property, which Drawings are marked and identified as Buntingtree Condominium, off of York Road, North Royalton, Ohio, Drawings No. SA-1, SI-1, and A-1 through A-7, being nine (9) pages of Drawings, and are attached to this Declaration as Exhibit "A" and incorporated herein by reference; and if said Drawings are amended, supplemented, or added to, all amendments, supplements and additions thereto.

(Q) "Exclusive Use Areas" shall mean and refer to those parts of the Common Areas and Facilities, other than Limited Common Areas and Facilities reserved for the use of a certain Unit or Units to the exclusion of other Units and such other parts or spaces as may be designated by the Association from time to time for uses designated by the Association, all as more specifically described in Paragraph E of Article VI hereof.

(R) "Garage" shall mean and refer to that part of the Condominium Property constituting the one (1) car garage attached to each of the Units located on Phase No. 1 Parcel and described generally in Article V hereof.

(S) "Land" shall mean and refer to that part of the Condominium Property constituting Phase No. 1 Parcel, as hereinafter defined and described; provided, however, that when and if Phase Nos. 2 to 7 Parcels, inclusive, or any one or more thereof, or any portion thereof, are added to the Condominium Property pursuant to the provisions of Article XVI hereof, the term "Land" shall mean and include, in addition to Phase No. 1 Parcel, the Parcel or Parcels, or portion thereof, so added to the Condominium Property.

(T) "Limited Common Areas and Facilities" shall mean and refer to those parts of the Common Areas and Facilities reserved for the use of a certain Unit to the exclusion of all other Units and more specifically described in Paragraph D of Article VI hereof.

(U) "Occupant" shall mean and refer to the person or persons, natural or artificial, in possession of a Unit.

(V) "Ownership Interest" shall mean and refer to the fee simple title interest in a Unit and the undivided percentage interest in the Common Areas and Facilities appertaining thereto. A ninety-nine year leasehold estate, renewable forever, shall, for the purposes of this Declaration, be deemed to be a fee simple interest.

(W) "Phase No. 1 Parcel" shall mean and refer to the land described in Exhibit "D" hereof.

(X) "Phase No. 2 Parcel" shall mean and refer to the land described in Exhibit "E" hereof.

(Y) "Phase No. 3 Parcel" shall mean and refer to the land described in Exhibit "F" hereof.

(Z) "Phase No. 4 Parcel" shall mean and refer to the land described in Exhibit "G" hereof.

(AA) "Phase No. 5 Parcel" shall mean and refer to the land described in Exhibit "H" hereof.

(AB) "Phase No. 6 Parcel" shall mean and refer to the land described in Exhibit "I" hereof.

(AC) "Phase No. 7 Parcel" shall mean and refer to the land described in Exhibit "J" hereof.

(AD) "Phase No. 1 Buildings" shall mean and refer to the residential buildings constructed on Phase No. 1 Parcel.

(AE) "Phase No. 2 Buildings" shall mean and refer to such residential building or buildings as Grantor constructs, or causes to be constructed, on Phase No. 2 Parcel pursuant to Article XVI hereof.

(AF) "Phase No. 3 Buildings" shall mean and refer to such residential building or buildings as Grantor constructs, or causes to be constructed, on Phase No. 3 Parcel pursuant to Article XVI hereof.

(AG) "Phase No. 4 Buildings" shall mean and refer to such residential building or buildings as Grantor constructs, or causes to be constructed, on Phase No. 4 Parcel pursuant to Article XVI hereof.

(AH) "Phase No. 5 Buildings" shall mean and refer to such residential building or buildings as Grantor constructs, or causes to be constructed, on Phase No. 5 Parcel pursuant to Article XVI hereof.

(AI) "Phase No. 6 Buildings" shall mean and refer to such residential building or buildings as Grantor constructs, or causes to be constructed, on Phase No. 6 Parcel pursuant to Article XVI hereof.

(AJ) "Phase No. 7 Buildings" shall mean and refer to such residential building or buildings as Grantor constructs, or causes to be constructed, on Phase No. 7 Parcel pursuant to Article XVI hereof.

(AK) "Person" shall mean and refer to a human being, corporation, partnership, trust and any other legal entity to which the law attributes the capacity of having rights and duties.

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

(AM) "Buntingtree Development Area" shall mean and refer to Phase Nos. 2 to 7 Parcels, inclusive, any one or more of said Parcels, or any portion thereof which may be added to the Condominium Property by Grantor pursuant to the provisions of Article XVI hereof; provided, however, that when and if Phase Nos. 2 to 7 Parcels, inclusive, or any one or more thereof, are added to the Condominium Property pursuant to the provisions of Article XVI hereof, the term "Buntingtree Development Area" shall exclude the Parcel or Parcels, or portion thereof, so added and shall mean only the Parcel or Parcels, or portion thereof, remaining and not so added to the Condominium Property, if any.

(AN) "Unit" shall mean and refer to a part of the Condominium Property described in Article V hereof.

(AO) "Unit Owner" shall mean and refer to any person or persons owning the fee simple estate in a Unit and an undivided percentage interest in the Common Areas and Facilities, excluding, however, those persons having such interest merely as security for the performance of an obligation, and excluding those persons having a leasehold estate other than a ninety-nine year leasehold, renewable forever.

(AP) "Quadruplex" shall mean and refer to a residential structure containing four (4) Units.

(AQ) "Hexaplex" shall mean and refer to a residential structure containing six (6) Units.

ARTICLE II

ESTABLISHMENT OF CONDOMINIUM OWNERSHIP
AND DIVISION OF CONDOMINIUM PROPERTY

Grantor, in order to establish a plan of Condominium ownership for the Condominium Property, hereby submits the Condominium Property, hereinbefore described, to the provisions of Chapter 5311, of the Ohio Revised Code.

ARTICLE III

NAME

The Condominium Property shall be known as "Buntingtree Condominium".

ARTICLE IV

GENERAL DESCRIPTION OF CONDOMINIUM PROPERTY

Until amended as provided in Article XVI hereof, the Condominium Property consists of Phase No. 1 Parcel and Phase No. 1 Buildings and other improvements located thereon, including, without limitation (a) three (3) Hexaplexes containing a total of eighteen (18) Units and eighteen (18) attached Garages, and (b) four (4) Quadraplexes containing a total of sixteen (16) Units and sixteen (16) attached Garages, (an overall total of thirty-four (34) Units and thirty-four (34) attached Garages contained in the seven (7) Phase No. 1 Buildings), (c) together with all easements, rights and appurtenances belonging thereto, and (d) all articles of personal property existing thereon for the common use of the Unit Owners. The Buildings are each two (2) stories in height with basements and attached garages and are constructed principally of concrete, cement block, brick and wood. The location, lay-out, dimensions and number of rooms in each of the Units and the Common Areas and Facilities are shown graphically on the Drawings.

The Buildings are seven (7) two-story, residential buildings with basements and one (1) car attached garages. Building Nos. 1, 2 and 6 are Hexaplexes, and Building Nos. 3, 4, 5 and 7 are Quadraplexes. The Buildings are of frame construction with wood siding exterior, a poured concrete and/or cement block basement, aluminum framed windows, asphalt shingle roofs, wood floor joists and wall studs, and drywall, with double-walled construction between Units. Each of the Buildings has patios in the rear, wooden decks with wooden steps in the front, concrete private walks in the front, privacy fences between Units in the rear, and single car garages attached thereto (which are of like construction as the remaining part of the Buildings). Building Nos. 1 and 2, and two (2) Units in Building No. 3 have walk-out basements and balconies. The exact number and location of the patios, wooden decks and steps, concrete private walk, privacy fences, garages, walk-out basements and balconies are as shown on the Drawings.

Each of the Buildings is designated by number, contains side by side two-story-with-basement-and-attached-garage Units, and each of the Units has a postal mailing address. The Building number, the Units contained therein, and the postal mailing address of each Unit is designated as follows:

<u>Building Number</u>	<u>Unit Number</u>	<u>Mailing Address</u>
1	101	9500 Madison Lane, North Royalton, Ohio 44133
1	102	9496 Madison Lane, North Royalton, Ohio 44133
1	103	9492 Madison Lane, North Royalton, Ohio 44133
1	104	9488 Madison Lane, North Royalton, Ohio 44133
1	105	9484 Madison Lane, North Royalton, Ohio 44133
1	106	9480 Madison Lane, North Royalton, Ohio 44133
2	107	9476 Madison Lane, North Royalton, Ohio 44133
2	108	9472 Madison Lane, North Royalton, Ohio 44133
2	109	9468 Madison Lane, North Royalton, Ohio 44133
2	110	9464 Madison Lane, North Royalton, Ohio 44133
2	111	9460 Madison Lane, North Royalton, Ohio 44133
2	112	9456 Madison Lane, North Royalton, Ohio 44133
3	113	9452 Madison Lane, North Royalton, Ohio 44133
3	114	9448 Madison Lane, North Royalton, Ohio 44133
3	115	9444 Madison Lane, North Royalton, Ohio 44133
3	116	9440 Madison Lane, North Royalton, Ohio 44133
4	117	9431 Madison Lane, North Royalton, Ohio 44133
4	118	9435 Madison Lane, North Royalton, Ohio 44133
4	119	9439 Madison Lane, North Royalton, Ohio 44133
4	120	9443 Madison Lane, North Royalton, Ohio 44133
5	121	9447 Madison Lane, North Royalton, Ohio 44133
5	122	9451 Madison Lane, North Royalton, Ohio 44133
5	123	9455 Madison Lane, North Royalton, Ohio 44133
5	124	9459 Madison Lane, North Royalton, Ohio 44133
6	125	9463 Madison Lane, North Royalton, Ohio 44133
6	126	9467 Madison Lane, North Royalton, Ohio 44133
6	127	9471 Madison Lane, North Royalton, Ohio 44133
6	128	9475 Madison Lane, North Royalton, Ohio 44133
6	129	9479 Madison Lane, North Royalton, Ohio 44133
6	130	9483 Madison Lane, North Royalton, Ohio 44133
7	131	9487 Madison Lane, North Royalton, Ohio 44133
7	132	9491 Madison Lane, North Royalton, Ohio 44133
7	133	9495 Madison Lane, North Royalton, Ohio 44133
7	134	9499 Madison Lane, North Royalton, Ohio 44133

ARTICLE V

DESCRIPTION OF UNITS

Each of the thirty-four (34) Units comprised in the Phase No. 1 Buildings shall constitute a single freehold estate and shall consist of all of the space bounded by the undecorated interior surfaces

(whether plaster, dry wall, wood, concrete or other materials) of the perimeter walls, windows and doors, floors, the basement floor (if any) and the roof of such Unit, projected, if necessary, by reason of openings for doors, windows, ducts, plumbing, and conduits, and by reason of structural divisions such as interior walls, floors, ceilings, and other partitions, as may be necessary to form a complete enclosure of space with respect to such Unit (the exact lay-out and dimensions of each Unit being shown on the Drawings). The Unit shall also include the space represented by the portion of the Garage assigned to such Unit on the Drawings and bounded by the undecorated interior surfaces of the perimeter walls, roof, windows, floors and doors of each Garage space and by the vertical projections of the interior dividing line of each Garage space as shown on the Drawings. Each Unit shall include without limitation:

(a) The decorated surfaces, including paint, lacquer, varnish, wallpaper, paneling, tile, carpeting and any other finishing materials applied to floors, ceilings and interior and perimeter walls, windows and doors;

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

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

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

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

(f) All plumbing, electric, heating, cooling, ventilating, and other utility or service lines, pipes, ducts, wires, plugs, outlets, or conduits, and valves which serve either the Unit or the fixtures located therein, and which are located within the bounds of the Unit;

(g) Without limiting the foregoing, all space occupied by any Common Areas and Facilities located within the bounds of such Unit; but excluding from each such Unit all of the following items (which to the extent they are Limited Common Areas and Facilities, as defined in Paragraph D of Article VI, are to be used and enjoyed

by the Occupant of the Unit in or to which they are appurtenant) presently located and which may hereafter be located or relocated, in the reasonable discretion of the Association, within the bounds of such Unit as defined above;

(aa) All doors, door frames, windows (and the glass, screens and frames constituting windows), and sashes affixed to the perimeter walls of a Unit, which are hereby declared to be parts of said perimeter walls;

(bb) All structural portions of the Phase No. 1 Buildings, lying within the bounds of such Unit;

(cc) All paneling, plaster, dry wall, paint, wood and other finishing and decorating materials applied, attached or affixed to said perimeter floors, perimeter ceilings and perimeter walls of such Unit;

(dd) All non-structural interior walls and partitions (other than walls and partitions separating Units) within the Horizontal and Vertical Planes of such Unit;

(ee) All plumbing, electric, heating, cooling, ventilating and other utility or service lines, pipes, ducts, wires, plugs, outlets, conduits, and valves located within such Unit and which serve or may serve more than one Unit or the Common Areas and Facilities; and

(ff) Without limiting the foregoing, all Common Areas and Facilities and Limited Common areas and Facilities located within the bounds of a Unit.

ARTICLE VI

COMMON AREAS AND FACILITIES

A. DESCRIPTION

The Common Areas and Facilities shall consist of all parts of the Condominium Property except the Units. Without limiting the generality of the foregoing, the Common Areas and Facilities include the following, whether or not located within the bounds of a Unit:

(1) The foundations, columns, girders, beams, supports, patios, balconies, stairs, stairways, entrances and exits, and halls, corridors, and lobbies, if any, of the Phase No. 1 Buildings;

(2) Those portions of all perimeter floors, ceilings and walls of a Unit located beyond the Unit side of the respective Horizontal and Vertical Planes thereof;

(3) The yards, gardens, trees, lawns, surface parking areas, roads, walks and pavement;

(4) The compressor and other cooling equipment located on balconies or patios;

(5) Installations of central services such as power, light, gas, hot and cold water, heat and air conditioning for Common Areas and Facilities, and all pipes, ducts, wires, conduits, fan coil units, receptacles, switches, grills, thermostats and control devices which are a part of or used in conjunction with any of the foregoing;

(6) All apparatus and installations existing for common use;

(7) The doors, door frames, windows (and the glass, screens and frames constituting windows), and window sashes in the perimeter walls of a particular Unit;

(8) All other parts of the Condominium Property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as Common Areas and Facilities on the Drawings;

(9) Any tennis courts and swimming pool, together with all facilities attendant thereto, now or hereafter constructed or located on Phase No. 1 Parcel;

(10) All structural portions of the Phase No. 1 Buildings lying within the bounds of a particular Unit;

(11) All plumbing, electric, heating, cooling, ventilating and other utility or service lines, pipes, ducts, wires, plugs, outlets, conduits, and valves located within a particular Unit but which serve or may serve more than one Unit or the Common Areas and Facilities;

(12) All balconies, patios and wooden decks;

(13) All repairs and replacements of any of the foregoing;

But excluding from the Common Areas and Facilities all of the following items presently located, and which may hereafter be located or relocated, within the bounds of a Unit as defined in Article V above:

(a) All paneling, plaster, dry wall, paint, wood and other finishing and decorating materials applied, attached or affixed to said perimeter floors, perimeter ceilings and perimeter walls of such Unit; and

(b) All non-structural interior walls and partitions (other than walls and partitions separating Units) within the bounds of a Unit as defined in Article V above.

B. OWNERSHIP OF COMMON AREAS AND FACILITIES

(1) The Common Areas and Facilities comprise, in the aggregate, a single freehold estate and shall be owned by the Unit Owners, as tenants in common, and ownership thereof shall remain undivided. No action for partition of any part of the Common Areas and Facilities shall be maintainable, except as specifically provided in Section 5311.14 of the Ohio Revised Code, nor may any Unit Owner otherwise waive or release any rights in the Common Areas and Facilities; provided, however, that if any Unit be owned by two or more co-owners as tenants in common or as joint tenants nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Unit Ownership as between such co-owners.

(2) Until amended as provided in Article XVI and XVII hereof, the percentage of undivided interest in the Common Areas and Facilities appertaining to each Unit and its owner, as determined by Grantor in accordance with the provisions of Chapter 5311, shall be as set forth in Exhibit "B" attached hereto and made a part hereof.

(3) The undivided percentage of interest of each Unit Owner in the Common Areas and Facilities, as said percentage of interest and the Common Areas and Facilities may exist from time to time, shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered with its respective Unit even though the description in any instrument of conveyance or encumbrance refers only to the Unit.

(4) Each Unit Owner warrants by the acquisition or occupancy of his Unit that the percentage set forth opposite the designation of his Unit in Exhibit "B" attached hereto and made a part hereof bears the same ratio to one hundred percent (100%) as the fair value of his Unit at the date this Declaration was filed for record bore to the aggregate fair value of all Units having an interest in the Common Areas and Facilities at the date this Declaration was filed for record, and accordingly complies with Section 5311.04 of Chapter 5311, and agrees that said percentage may be changed from time to time by Grantor in accordance with the provisions of Articles XVI and XVII of this Declaration.

C. USE OF COMMON AREAS AND FACILITIES

(1) Except as otherwise limited and restricted herein, each Unit Owner shall have the right to use the Common Areas and Facilities in accordance with the purposes for which they are intended, for all purposes incident to the use and occupancy of his Unit as a place of residence, including, without limitation, the non-exclusive easement, together with other Unit Owners to use and enjoy the Common Areas and Facilities for ingress and egress to and from the respective Units, and for such other uses as are permitted by this Declaration and the By-Laws, which rights shall be appurtenant to and run with his Unit; provided, however, that no person shall use the Common Areas and Facilities or any part thereof in such manner as to interfere with, restrict or impede the use thereof by others entitled to the use thereof or in any manner contrary to or not in accordance with this Declaration, the By-Laws and the Rules.

(2) The Association shall, subject to the provisions of this Declaration and the By-Laws, have the right, but not the obligation, to promulgate rules and regulations limiting the use of the Common Areas and Facilities and governing the use of the Exclusive Use Areas. No person shall use the Common Areas and Facilities or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be adopted by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right but not the obligation, to promulgate rules and regulations limiting the use of the Common Areas and Facilities to members of the Association and their respective families, guests, invitees and servants, as well as to provide for the exclusive use by a Unit Owner and his guests, for specific occasions, of the recreational areas or other similar facilities. Such use may be conditioned upon, among other things, the payment by the Unit Owner of such assessment as may be established by the Association for the purpose of defraying costs thereof.

D. USE OF LIMITED COMMON AREAS AND FACILITIES

Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy the Limited Common Areas and Facilities which are located within the bounds of his Unit or which serve only his Unit. The Limited Common Areas and Facilities with respect to each Unit comprised in Phase No. 1 Parcel shall consist of such of the following as, and to the extent that they, may be construed to be Common Areas and Facilities:

(1) One-half (1/2) of all perimeter floors, ceilings and walls of such Unit separating one Unit from another, the entrance door or doors to such Unit (and all hardware attached thereto);

(2) All glass and screens within window and door frames within the perimeter walls of such Unit, and all doors, hinges, locks, latches and hardware within or on the perimeter walls of such Units or on the Limited Common Areas and Facilities belonging to such Unit;

(3) All ducts and plumbing, electrical and other fixtures, equipment and appurtenances, including heating, cooling and ventilating equipment and systems, thermostats and control devices, if any, located within or without the bounds of such Unit but serving only such Unit, and the structure (and space thereof), if any, located outside such Unit containing equipment serving only such Unit;

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

(5) Any compressor and other cooling equipment located on a balcony or patio and serving only such Unit;

(6) In the case of any balcony which is adjacent to and serves only such Unit, the space bounded and enclosed by the Horizontal and Vertical Planes formed by (a) the upper surface of the perimeter concrete floor slab, (b) the lower surface of the perimeter painted aluminum ceiling, and (c) the respective interior surfaces of the perimeter walls, of such balcony, projected, where necessary, by reason of openings and structural divisions;

(7) In the case of any patio which is adjacent to and serves only such Unit, the space on and above the upper surface of the concrete patio slab to a height equal to the distance between the upper and lower Horizontal Planes of such Unit;

(8) In the case of any wood deck which is adjacent to and serves only such Unit, the space bounded and enclosed by the Horizontal and Vertical Planes formed by (a) the upper surface of the perimeter wooden floor, (b) the lower surface of the perimeter wooden lattice roof, and (c) the respective interior surfaces of the perimeter walls, of such deck, projected, where necessary, by reason of openings and structural divisions;

(9) Front and back stoops and stairs which serve only such Unit; and

(10) All other Common Areas and Facilities located within the bounds of such Unit and which serve only such Unit.

E. EXCLUSIVE USE AREAS

Each Unit Owner is hereby granted an exclusive but revocable license to use and enjoy such Exclusive Use Areas as the Association may allocate to such Unit Owner, upon and subject to such terms and conditions (including the payment of a fee therefor to the Association) as the Association may determine. Without hereby limiting the generality of the foregoing, and by way of example, the Exclusive Use Areas may be (but are not required to be) any outdoor parking spaces which may from time to time exist and additional storage compartments or spaces hereafter built or allocated. The association may, also, hereafter designate specific, clearly defined parts of the Common Areas and Facilities for a particular use or uses which serve the general welfare of all of the Unit Owners and are beneficial to the Condominium Property. All such part or parts and the use thereof shall at all times be subject to such terms and conditions as may be promulgated by the Association, and shall at all times be subject to change and removal from the Exclusive Use Areas by the Association. Without limiting the generality of the foregoing, the Association may at any time and from time to time revoke any license granted hereunder and reassign the use of such areas in accordance with such Rules as it may establish from time to time. The Association may require that maintenance of any Exclusive Use Areas shall be the sole responsibility of the licensee and/or user thereof.

F. EXCLUSIVE USE AREAS FOR PATIO USE

It is anticipated that hereafter, in addition to the patio areas as now exist, additional enclosed or open patio facilities may be desired by various Unit Owners. The Board is empowered and subject to the terms hereof, shall permit Unit Owners to construct patio facilities for the exclusive use of said Unit Owners upon such portions of the Common Areas and Facilities as may be designated by the Board so long as said area abuts at least one exterior wall of the Unit owned by the applicant. Each application for such patio facility by a Unit Owner shall be accompanied by a plan showing the area desired by the applicant for his exclusive use and detailed plans and specifications showing what the Owner desires to construct in said area. Except as provided for herein, the Board shall have the uncontrolled discretion to establish standards to which all patios must conform including but not limited to size, fencing materials, heights of fences, exterior color of fences, patio floor material and the amount and type of lighting permitted in said areas. After an applicant's plans have been approved by the Board and prior to the construction of any patio areas, the Unit Owner and the Association shall enter into a contract which, in addition to Rules and Regulations as to the use thereof which may be established by the Association, shall provide:

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

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

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

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

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

ARTICLE VII

THE ASSOCIATION

A. Membership. Grantor shall cause to be incorporated and organized an Ohio corporation not for profit to be called "BUNTING-TREE CONDOMINIUM OWNERS' ASSOCIATION" (the "Association"), for the administration and operation of the Condominium Property. The Association shall be incorporated and organized at the Grantor's discretion, within five (5) years after the date of the filing of this Declaration of Condominium, or after the Grantor shall have consummated the sale of sixty per cent (60%) of all Units, whichever shall first occur. Each Unit Owner, upon acquisition of the Ownership Interest in a Unit within the Condominium Property as presently constituted, or hereafter enlarged in accordance with Articles XVI and XVII hereof, 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 Ownership Interest shall automatically become a member of the Association.

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

C. Administration of Condominium Property. The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the By-Laws. Each Unit Owner and Occupant shall comply with the provisions of this Declaration, the By-Laws, the Rules and the decisions and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions, shall be grounds for an action for damages or for injunctive relief.

D. Service of Process. Service of summons or other process upon the Association may be made in accordance with the provisions of the Ohio Revised Code, Section 5311.20, or, if the same shall not be applicable, in accordance with the provisions of Ohio Revised Code, Section 1702.06. The President, a Vice President, the Secretary or Treasurer of the Association shall be designated by the Board as its Statutory Agent. The statutory agent so designated shall be a resident of the Condominium and an owner of one of the Units. Until such time as a Statutory Agent is designated, service may be made upon Leader Service Corp., 1300 Bond Court Building, 1300 East Ninth Street, Cleveland, Ohio 44114. When and after the Association is lawfully constituted, the Statutory Agent thereof shall be the person to receive service of process, and his name and address (and that of each successor) shall be filed with the Ohio Secretary of State on such forms as are prescribed for the subsequent appointment of a Statutory Agent for an Ohio Corporation not for profit.

ARTICLE VIII

MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS

A. RESPONSIBILITIES AND RIGHTS OF THE ASSOCIATION

(1) Management. The Association shall manage the Condominium Property and the affairs of the Condominium with the right, however, to delegate its authority as hereinafter provided.

(2) Common Areas and Facilities. Except as otherwise expressly provided herein, the Association shall maintain and keep the Common Areas and Facilities in a state of good working order, condition and repair, in a clean, neat, safe, and sanitary condition, and in conformity with all laws, ordinances and regulations applicable to the Common Areas and Facilities, by promptly, properly, and in a good and workmanlike manner, making all repairs, replacements, alterations, and other improvements necessary to comply with the foregoing.

(3) Units. The Association shall, except as provided in Paragraph B. below of this Article VIII, maintain, repair, replace, alter and improve all conduits, ducts, plumbing, wiring, equipment, and other facilities for the furnishing of utility services which are used by or for, or are common to, two (2) or more Units even though such facilities are located within the boundaries of a Unit. If a Unit or Limited Common Areas and Facilities appurtenant to a Unit becomes impaired, in a neglected state or otherwise in need of repair or restoration, and if the Unit Owner thereof fails after notice from the Association to repair, restore or otherwise correct the condition, the Association may, but shall not be obligated to, repair, restore, or otherwise correct the condition. The Association shall charge and assess the cost and expense thereof to the Unit Owner or Owners who should have performed the work.

(4) General Duties. The Association shall do any and all other things necessary and appropriate to carry out the duties and obligations reasonably intended to be required of it under this Declaration and Chapter 5311.

(5) Delegation of Authority The Association shall delegate such portion of its authority and responsibilities as are provided for in the Management Agreement annexed hereto as Exhibit "K" to a manager, managing agent, or management company. The Association may also, but shall not be required to, delegate all or any portion of its authority and responsibilities not provided for in the Management Agreement annexed hereto as Exhibit "K" to a manager, managing agent, or management company. Any such delegation shall be evidenced by a management contract which shall provide for the duties to be performed by the managing agent and for the payment to the managing agent of a reasonable compensation as a Common Expense. Upon the expiration of each such management agreement, the Association may renew said management agreement or enter into a different agreement with the same or a different managing agent, provided that no management agreement or agency or renewal thereof shall have a period longer than six (6) years, except as hereinafter provided to the contrary, and provided, further, that members of the Association entitled to exercise seventy-five percent (75%) or more of the voting power of the Association may designate a different managing agent with whom the Association shall enter into an agreement after the end of the then existing management agreement. The powers of every managing agent may include the right to act as the exclusive broker

for the sale or lease of Units by all Unit Owners and to arrange for all necessary financing incident thereto. Such powers may further include exclusive concession rights to provide optional facilities and services to Unit Owners and Occupants, including, without limitation, car washing services, coin-operated vending machines, and the right to make agreements therefor.

(6) Management Agreement with Northern Ohio Properties, Inc. Promptly after this Declaration is filed for record with the Cuyahoga County Recorder, the Association or the Grantor on behalf of the Association, and Northern Ohio Properties, Inc., an Ohio corporation, shall enter into a Management Agreement substantially in the form annexed hereto as Exhibit "K". Said Management Agreement has heretofore been approved by said Northern Ohio Properties, Inc. and Grantor shall cause said Company to enter into said Management Agreement. In case of any conflict between the provisions of said Management Agreement and the provisions of Paragraph A(5) of this Article VIII hereof, the provisions of the Management Agreement shall control.

B. RESPONSIBILITIES OF UNIT OWNERS

The responsibility of each Unit Owner shall at all times be to do as follows:

(1) Maintenance and Repair.

(a) Except as may be otherwise expressly provided herein, maintain repair and replace, at such Unit Owner's expense, in good working order, condition and repair, all Limited Common Areas and Facilities designated for such Unit Owner's use.

(b) Maintain, repair and replace, at such Unit Owner's expense, in good working order, condition and repair, all electric fixtures, utility pipes, conduits, and lines, faucets, shower heads, plugs, connections and fixtures, and all heating, cooling and ventilating equipment, units and installations, and all ducts, controls, grills, filters, and parts thereof, located within such Unit or the Limited Common Areas and Facilities designated for the use of such Unit.

(c) Except as otherwise may be expressly provided herein, keep and maintain, repair and replace at such Unit Owner's expense, all portions of such Unit Owner's Unit, and all internal installations of such Unit such as appliances, heating, plumbing, electrical or air conditioning fixtures or installations, and any other utility service facilities located within the Unit boundaries or within or upon the Limited Common Areas and Facilities designated for such Unit Owner's Unit, in a state of good working order, condition and repair, in a clean, neat, safe and sanitary condition, and in conformity with all laws, ordinances, and regulations applicable to such Unit and the Limited Common Areas and Facilities which such Unit Owner is herein obligated to care for.

(d) Maintain, repair and replace all of the items described or referred to in parts (a), (b) and (c) of this Paragraph B(1) which may require maintenance, repair or replacement by reason of all breakage, damage, malfunctions and ordinary wear and tear of such items.

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

(f) All of the work required of the Unit Owner in this Paragraph B(1) shall be performed by such Unit Owner promptly, properly, and in good workmanlike manner, using first-class materials of equivalent or better quality than those originally installed or incorporated into the Condominium Property, and using competent and qualified labor.

(g) Report promptly to the Board or managing agent employed by the Association the need for any maintenance or repair to any portion of the Condominium Property which the Association is obligated to maintain or repair pursuant to this Declaration or the By-Laws.

(h) Perform such Unit Owner's duties and responsibilities in such manner so as not to unreasonably disturb other Unit Owners and Occupants.

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

(j) Faithfully and promptly pay all charges and assessments made against such Unit Owner or such Unit Owner's Ownership Interest pursuant to this Declaration; and faithfully observe, fulfill and perform all of the covenants and restrictions herein contained and all other obligations of a Unit Owner as set forth in (or intended by) this Declaration, the By-Laws, the Rules and Chapter 5311.

(k) Not to make any alterations in the Common Areas and Facilities or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness thereof without the prior written consent of the Association.

(l) Not to impair the use and enjoyment of the easements hereinafter provided in Article X hereof, without first obtaining the written consent of the Association and of any other person, firm or corporation for whose benefit such easements exist.

(m) Include both such Unit Owner's interest in the Unit and his corresponding percentage of interest in the Common Areas and Facilities in every deed, mortgage, lease or other instrument affecting title to such Unit Owner's Ownership Interest, it being the intention hereof to prevent any severance of such combined ownership. In furtherance of the foregoing responsibility and obligation and not in limitation thereof or in limitation of the provisions of Paragraph B(4) of Article VI hereof, any deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein. For purposes of convenience of title to a purchaser of a Unit, description by unit number and reference to this Declaration and to the Drawings shall be adequate to convey the fee simple title thereto together with the percentage interest in and to the Common Areas and Facilities.

C. CONSTRUCTION DEFECTS

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

(2) In the event of any complaint by the Association or Unit Owner of defects in material or workmanship in the construction of the Condominium Property, Grantor shall be notified thereof by certified mail and shall have sixty (60) days from the receipt of said notice in which to attempt to satisfy the complaint before the complainant shall take any further action to cure same.

(3) The Condominium Property is registered with the Home Owners Warranty Corporation under the Home Owners Warranty Program, commonly known as "HOW", and the Unit Owners shall have all rights granted under such program.

D. EFFECT OF INSURANCE OR CONSTRUCTION GUARANTEES

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

ARTICLE IX

ASSESSMENTS; COMMON EXPENSE AND COMMON PROFITS

A. GENERAL

Assessments for the Common Expenses shall be made in the manner provided herein and in the By-Laws.

B. DIVISION OF COMMON PROFITS AND COMMON EXPENSES

The Common Profits of the Condominium Property shall be distributed among, and the Common Expenses shall be assessed against, the Unit Owners by the Association according to the percentages of interest in the Common Areas and Facilities appertaining to the respective Units of the Unit Owners. Every Unit Owner shall pay his proportionate share of assessments for Common Expenses and any special assessments levied against him in such manner and at such times as provided herein and in the By-Laws, and no Unit Owner shall exempt himself from liability for such assessments by waiver of the use or enjoyment of any of the Common Areas and Facilities or by the abandonment of his Unit.

C. LIEN OF ASSOCIATION

The Association shall have a lien upon each Unit Owner's Ownership Interest for the payment of all assessments, as defined in Paragraph A of Article I hereof, against such Unit which remains unpaid for ten (10) days after the same have become due and payable, from the time a certificate therefor, subscribed by the President of the Association, is filed with the Recorder of Cuyahoga County, Ohio, pursuant to authorization given by the Board. Such certificate shall

contain a description of the Unit, the name or names of the Unit Owner or Owners thereof and the amount of such unpaid assessments. Said lien shall also secure all assessments which come due after the certificate therefor is so filed until the claim of lien is satisfied. Said lien shall remain valid for a period of five (5) years, commencing upon the date the lien is filed with the Cuyahoga County Recorder, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a Court having jurisdiction in an action brought to discharge such lien as hereinafter provided. In addition, the person or persons who appear from the records of Cuyahoga County to be the Unit Owners of a Unit against which an assessment is made shall be personally liable, jointly and severally, for all assessments made by the Association against such Unit during the period of time such person or persons so appear to be Unit Owners thereof. The existence of a mortgage, lien or other encumbrance and of a condition, possibility of reverter or the like, shall not be deemed to be a defeasance of a Unit Owner's title under the preceding sentence.

D. PRIORITY OF ASSOCIATION'S LIEN

The lien provided for in Paragraph C of this Article IX shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages which have been theretofore filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association after authorization from the Board. In any such foreclosure action, the Unit Owner of the Unit affected shall be required to pay a reasonable rental for such Unit during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall have power to bid in the Ownership Interest and to acquire and hold, lease, encumber and/or convey the same. The provisions of Article XXI hereof shall be applicable to such acquisition by the Association.

E. DISPUTE AS TO COMMON EXPENSES

Any Unit Owner who believes that the assessments levied by the Association against such Unit Owner or such Unit Owner's Unit, for which a certificate of lien has been filed by the Association, have been improperly determined may bring an action in the Court of Common Pleas for Cuyahoga County, Ohio, for the discharge of all or any portion of such lien.

F. NON-LIABILITY OF FORECLOSURE SALE PURCHASER FOR PAST DUE
COMMON EXPENSES

Where the mortgagee of a first mortgage of record acquires an Ownership Interest in a Unit as a result of foreclosure of the first mortgage or of the acceptance of a deed in lieu of foreclosure, such mortgagee, its successors and assigns, shall not be liable for the assessments levied against such Unit which were levied prior to the acquisition of an Ownership Interest in such Unit by such mortgagee, its successors or assigns. Any funds received on the judicial sale of the Unit in excess of the first mortgage lien, the court costs, and the real estate taxes, shall however, be paid over to the Association, to the extent of the unpaid assessments due to the Association. The owner or owners of a Unit prior to the judicial sale thereof shall be and remain personally and primarily liable, jointly and severally for the assessments against the judicially sold Unit up to the date of the judicial sale, as provided in Paragraph C of Article IX hereof; but any unpaid part of the assessments shall be deemed to be Common Expenses and shall be assessed and levied against all of the Unit Owners, including the owner of the Unit foreclosed, such Unit Owner's successors or assigns, at the time of the first assessment next following the acquisition of title by such mortgagee, its successor or assigns.

G. LIABILITY FOR ASSESSMENTS UPON VOLUNTARY CONVEYANCE

(1) In a voluntary conveyance of an Ownership Interest in a Unit, other than by deed in lieu of foreclosure, the grantee of the Ownership Interest shall be jointly and severally liable with the grantor for all unpaid assessments levied by the Association against such Unit prior to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such prospective grantee shall, upon written request delivered to the President or Secretary of the Association, be entitled to a statement from the Board setting forth the amount of all unpaid assessments due the Association with respect to the Ownership Interest to be conveyed, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments which become due prior to the date of the making of such request if the same are not set forth in such statement. As used in this Paragraph, grantor shall include a decedent and grantee shall include a legatee or intestate heir of said decedent.

(2) Notwithstanding the foregoing, if such voluntary conveyance of an Ownership Interest shall be made by the Unit Owner of a Unit to the mortgagee of a first mortgage of record of such Unit, such mortgagee shall not be liable for all unpaid assessments levied by the Association against such Unit which became due prior to the acquisition of Ownership Interest to such Unit by such mortgagee. Such unpaid assessments shall be deemed to be Common Expenses and shall be

assessed and levied against all of the Unit Owners, excluding that of such mortgagee. The aforesaid release of such mortgagee from liability for such assessments shall be contingent upon such mortgagee granting to the Association the right, within forty-five (45) days after receipt of written notice from mortgagee that such mortgagee has accepted a deed of conveyance for such Unit, to purchase such Unit from such mortgagee for a consideration equal to the amount due and owing to such mortgagee on such Unit by such Unit Owner, together with interest at the rate of eight per cent (8%) per annum on such amount due and owing to such mortgagee by such Unit Owner, the computation for such interest charge to commence the twenty-first (21st) day after written notification has been sent to the Association by such mortgagee that a deed of conveyance for such Unit has been accepted by such mortgagee.

(3) In the event such mortgagee fails to give written notice to the Association, as aforesaid, and such mortgagee conveys such Unit to a grantee, other than the Association, without granting to the Association the first right of refusal to purchase such Unit, as aforesaid, then such Unit conveyed by such mortgagee to such grantee shall not be released from liability for all unpaid assessments due the Association with respect to such assessments which became due prior to the acquisition of an Ownership Interest to such Unit by such mortgagee, and such grantee of such mortgagee shall be jointly and severally liable with such mortgagee's grantor for all unpaid assessments levied by the Association against such grantor and his Unit up to the time of the grant or conveyance to such mortgagee.

ARTICLE X

EASEMENTS

The Condominium Property is hereby made subject to the following easements and reservations of easements, each of which shall, unless otherwise expressly provided, be in perpetuity, run with the land, and inure to the benefit of and be binding upon the Grantor, each Unit Owner, each mortgagee in whose favor a mortgage shall be granted with respect to any Unit, and any other person having an interest in the Condominium Property, or any part thereof, and the respective heirs, devisees, administrators, executors, personal representatives, successors and assigns of any of the foregoing persons.

A. ENCROACHMENTS. If, by reason of the construction, repair, restoration, partial or total destruction and rebuilding, or settlement or shifting of any of the Buildings or other improvements constituting part of the Condominium Property, any part of the Common Areas and Facilities encroaches or shall hereafter encroach upon any part of a Unit, or any part of a Unit presently encroaches or shall

hereafter encroach upon any part of the Common Areas and Facilities, or if by reason of the design or construction of any Unit it shall be necessary or advantageous to a Unit Owner to use or occupy, for formal uses and purposes, any portion of the Common Area and Facilities, consisting of unoccupied space within the Building in which his Unit is located and adjoining his Unit or, if by reason of the design, construction or rebuilding of utility systems comprised within the Condominium Property any main pipes, ducts or conduits serving any part of the Condominium Property presently encroaches or shall hereafter encroach upon any part of any Unit or upon any part of the Common Areas and Facilities or, if by reason of the design, construction or rebuilding of utility systems, any main pipes, ducts or conduits serving more than one Unit presently encroaches or shall hereafter encroach upon any part of any other Unit, valid easements for the existence and maintenance of such encroachment and for the use of such space are hereby established and shall exist for the benefit of such Unit and the Common Areas and Facilities, as the case may be, so long as all or any part of the Buildings shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Unit Owner or in favor of the Unit Owners as owners of the Common Areas and Facilities if such encroachment occurred due to the willful conduct of said Unit Owner or Unit Owners.

B. MAINTENANCE EASEMENTS. Easements in favor of the Association in and over the Units and Limited Common Areas and Facilities for access as may be necessary for the purpose of maintaining the Common Areas and Facilities, and easements in favor of each Unit Owner in and over the Common Areas and Facilities for such access to such Unit Owner's Unit. Easements in favor of each Unit Owner to and through the Common Areas and Facilities as may be necessary for the use of water, gas, sewer, power and other utilities now or hereafter existing within the walls of such Unit Owner's Unit, and for the use of such central television antenna, cables and other equipment and facilities installed or to be installed by an independent company to serve the Units for a fee, and for the use of such security cables, lines, wires and other equipment and facilities installed or to be installed by an independent company to serve the Units for a fee. Easements in favor of each Unit Owner to apply, attach, affix, maintain, repair or replace paneling, plaster, dry wall, paint, wood and other finishing and decorating materials to or upon the perimeter ceilings, floors and walls of such Unit Owner's Unit and to install, construct, maintain, repair or replace non-structural interior walls and partitions (other than walls and partitions separating Units) within the perimeter ceilings, floors and walls of such Unit Owner's Unit. Easements in and over the Condominium Property in favor of the persons or company, its successors and assigns, which has installed

or will install the central television antenna, cables and other equipment and facilities (or other television service) in the Buildings for the purpose of installing and maintaining such antenna, cables, equipment, facilities and service. Easements in and over the Condominium Property in favor of the person or company, its successors and assigns, which has installed or will install the security cables, lines, wires, and other equipment and facilities (or other security service) in the Buildings for the purpose of installing and maintaining such cable, lines, wire, equipment, facilities and service.

C. UTILITY EASEMENTS. Easements in favor of the Association through the Units and the Limited Common Areas and Facilities for the purpose of installing, laying, maintaining, repairing and replacing any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of the Units, whether or not such walls lie in whole or in part within the Unit boundaries. Easements in favor of Grantor, its successors and assigns, reserved over, under, in, on and through Phase No. 1 Parcel for the benefit of Phase Nos. 2 to 7 Parcels, inclusive, or any one or more of said Parcels, or any portion thereof, to install, use, maintain, repair and replace pipes, wires, conduits and other utility lines for the purpose of providing water, storm and sanitary sewer, gas, electric, telephone, security, television and other utility services; and each Unit Owner hereby grants, and the transfer of title to a Unit shall be deemed to grant to the Association, an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing.

D. CONSTRUCTION EASEMENTS. Easements in favor of Grantor, its successors and assigns, reserved on, in, under, through and over Phase No. 1 Parcel for the benefit of Phase Nos. 2 to 7 Parcels, inclusive, or any one or more of said Parcels, or any portion thereof; (i) to establish the grade on said Phase Nos. 2 to 7 Parcels, inclusive, or any one or more of said Parcels, or any portion thereof; (ii) for necessary access to construct residential structures and other improvements on said Phase Nos. 2 to 7 Parcels, inclusive, or any one or more of said Parcels, or any portion thereof; and (iii) as may be necessary for the purpose of constructing and permanently installing in, on and under the Common Open Space (a) a swimming pool of such design, and such terrace, landscaping, walkways, conduits for utilities, equipment and other facilities incidental thereto, as Grantor, its successors and assigns, may elect, and (b) a tennis court or tennis courts of such design, and such terrace, landscaping, walkways, conduits for utilities equipment and other facilities incidental thereto, as Grantor may elect; said swimming pool and tennis court or tennis courts to be located, however, within the areas designated respectively for each on the Drawings.

E. BALCONY, PATIO AND WOODEN DECK EASEMENT

The Unit Owner having a balcony, patio and/or wooden deck adjacent to and adjoining his Unit, shall have for himself, his heirs and assigns an exclusive easement for his use and enjoyment of such balcony, patio and/or wooden deck; provided, however, that such Unit Owner shall have the right to decorate, landscape or adorn such balcony, patio and/or wooden deck in any manner without first obtaining the written consent of the Board and/or the Association so to do, provided said decorating, landscaping or adornment shall not be contrary to such reasonable rules and regulations as may be established therefor by the Board and/or Association.

F. EASEMENTS TO OTHERS.

(1) Easements are hereby declared, reserved unto Grantor, its successors and assigns, and granted to the fee title owners of the entire Buntingtree Development Area, or any portion thereof, and any and each condominium association now existing or hereafter established in respect to any part or parts of the Buntingtree Development Area not under this Condominium, their respective heirs, successors and assigns (herein collectively sometimes called "Easement Beneficiaries"), to install, operate, use, maintain, repair and replace in, on, under, over and through those parts of the Land on which the Buildings or other improvements are not constructed, such pipes, conduits, ducts, wires, television and security cables and equipment, vaults and utility lines deemed necessary by the Easement Beneficiaries, or any one of them, their respective heirs, successors and assigns, to provide or furnish electricity, communications (including, without limitation, telephone, security and television), sanitary sewers, storm sewers, drainage, gas, water and energy of all types, and utility services of all types to or for the benefit of the owners, lessees, occupants, and invitees of all or any part or parts of the Buntingtree Development Area, and, further, to construct improvements and establish grade on the Land for the Buntingtree Development Area. The easements which are reserved and granted by this Paragraph F(1) of this Article X may be given, granted or otherwise transferred from time to time and at any time to any Person or group of Persons, in whole or in part, by the Easement Beneficiaries or any one of them.

(2) Non-exclusive easements of pedestrian, bicycle and similar traffic on and over all of the walks and paths located from time to time on the Land, are hereby declared, reserved, and granted unto the Easement Beneficiaries described above and unto all Persons entitled to the use and enjoyment of all or any part of the Buntingtree Development Area.

(3) Non-exclusive easements for automobile, bicycle and other vehicular traffic for ingress and egress on and over all of the roadways and drives located from time to time on the Land are hereby declared, reserved and granted unto the Easement Beneficiaries described above, subject, however, to the obligation on the part of each of said Easement Beneficiaries to pay a proportionate share of the costs of maintaining (including snow removal), repairing and replacing such roadways and drives based on the proportion the use thereof by each such Easement Beneficiary bears to the total use thereof by all Persons using such roadways and drives.

(4) Non-exclusive easements to tie into and use any and all sewer lines, water lines, gas lines, electric lines and other utility lines now or hereafter located in, upon and under those parts of the Land on which Buildings and other improvements, excluding such lines, are not constructed, are hereby declared, reserved and granted unto the Easement Beneficiaries described above, subject, however, to the obligation on the part of each of said Easement Beneficiaries to pay a proportionate share of the costs of maintaining, repairing and replacing such sewer, water, gas, electric and other utility lines based on the proportion the use thereof by each such Easement Beneficiary bears to the total use thereof by all Persons using such sewer, water, gas, electric and other utility lines.

(5) Non-exclusive easements to use any swimming pool and tennis courts now or hereafter located on the Land are declared, reserved and granted unto the Easement Beneficiaries described above, including, without limitation, pedestrian access, ingress and egress on and over sidewalks, driveways and walkways leading to and from any such swimming pool or tennis courts as shall be designated by the Association for pedestrian access, ingress and egress to and from any such swimming pool or tennis courts; subject, however, to the obligation on the part of each of said Easement Beneficiaries to pay a proportionate share of the costs of maintaining, insuring, repairing, operating and replacing such swimming pool, tennis courts and the facilities attendant thereto based on the proportion the use thereof by each such Easement Beneficiary bears to the total use by all Persons using such swimming pool, tennis courts and the facilities attendant thereto.

(6) Supervision of the maintenance, repair and operation of any and all roadways and sewer, water, gas, electric and other utility lines referred to in Paragraphs F(3), F(4) and F(5) of this Article X shall be generally under the control of the Association. In the event of any dispute between any Easement Beneficiary or other Person using any of such facilities pursuant to such Paragraphs F(3), F(4) or F(5) and the Association as to the necessity of future repairs,

maintenance or replacements, or the cost thereof, or as to any other matter pertaining to such facilities or the use, insuring or operation thereof, then the same shall be submitted to arbitration under the rules of the American Arbitration Association, the cost of said arbitration to be shared equally by the Association and such Easement Beneficiary or Easement Beneficiaries or other Person having the dispute.

(7) The easements reserved and granted by Paragraphs F(1), F(2), F(3), F(4), F(5) and F(6) of this Article X may be fully used and exercised by all appropriate Persons (subject to the provisions of fulfillment of the obligations in such Paragraphs) without the necessity of a transfer of such easements to the Person properly using the same.

(8) Such easements as the Association from time to time grants to others, and the Association may grant such easements for utility purposes, including, but not limited to, the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment and television and electrical conduits and wires, security wires and equipment in, over and under any portion of the Common Areas and Facilities, provided that it shall be a condition precedent to the use and enjoyment of any such easements that the grantee or grantees of any such easements shall, at its or their expense, restore the Common Areas and Facilities to the same condition as existed just prior to the installation of any such utility improvements. Each Unit Owner and his respective mortgages by acceptance of a deed conveying such Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, hereby irrevocably appoints the Association his Attorney-in-Fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option of the Attorney, to execute, acknowledge and record for and in the name of such Unit Owner and his mortgagees such easements or other instruments as may be necessary to effect the foregoing.

G. DEEDS AND MORTGAGES SUBJECT TO EASEMENTS

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

H. DAMAGE RESULTING FROM EXERCISE OF EASEMENTS

All damage caused to the Condominium Property or the property of any Unit Owner as a result of any act or work performed pursuant to the authority granted or reserved in Paragraphs A, B, C, D, E and F of this Article X, or as a result of the use of any easement granted or reserved in said Paragraphs A, B, C, D, E and F shall be repaired, replaced or corrected, as necessary, promptly by the person performing the act or work and by the grantee or holder of the easement being exercised, at the cost and expense of such person so that any such Condominium Property or other property so damaged will be restored (or replaced) to the condition in which it existed immediately prior to its damage.

I. EASEMENTS RUN WITH THE LAND

The rights, easements, and obligations granted and provided for in Paragraphs F(1), F(2), F(3), F(4), F(5), F(6) and F(7) of this Article X shall continue in full force and effect after conveyance of the Buntingtree Development Area, or any portion or portions thereof, by the Grantor, it being the intention of the Grantor that said rights, easements and obligations shall be deemed to be covenants running with the land and shall inure to the benefit of, and bind, any subsequent owner or owners of any portion of the Buntingtree Development Area as fully as though said rights, easements and obligations were granted at the time of the transfer or conveyance of the Buntingtree Development Area or any portion or portions thereof by the Grantor; provided, however, that, notwithstanding anything contained herein to the contrary, the rights, easements and obligations granted and provided for in Paragraphs F(1), F(2), F(3), F(4), F(5), F(6) and F(7) of this Article X shall continue and remain in full force and effect with respect to any portions of the Buntingtree Development Area only until such portion shall be added as Condominium Property to this Declaration pursuant to Articles XVI and XVII hereof, upon which event such rights, easements and obligations shall terminate and become null and void with respect to the portion or portions of the Buntingtree Development Area then added to this Declaration as Condominium Property, and continue in full force and effect with respect to those portions of the Buntingtree Development Area which shall not have been added to this Declaration as Condominium Property.

ARTICLE XI

PURPOSE OF CONDOMINIUM PROPERTY AND
COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The following covenants, restrictions, conditions and limitations as to use and occupancy of the Condominium Property shall run with the land and shall be binding upon each Unit Owner, and each Unit Owner's heirs, tenants, licensees and assigns:

A. PURPOSE OF PROPERTY

The purposes of the Condominium Property and of the Units and facilities situated therein is housing and those uses which are both customarily accessory and incidental to residential dwelling. Each Unit shall be used as a residence for a single family and for no other purpose, except that Grantor may use any Units owned by Grantor as "models" for the sale or leasing of such Units and other Units (whether within this Condominium or in some other Condominium) owned by Grantor and for sales offices. A Unit Owner may use a portion of his Unit for his office or studio; provided:

(1) That the activities therein shall not interfere with the quiet enjoyment or comfort of any other Unit Owner or Occupant;

(2) That it does not involve the regular or the full time personal services of any Unit Owner or Occupant;

(3) That in no event shall any part of the Unit be used as a school or music studio;

(4) That such use does not result in walk-in traffic to the Unit from the general public or from regular business invitees; and

(5) That such use does not result in the Unit's becoming principally an office as distinct from a residence or in the Unit's developing a reputation as an office.

No Part of the Condominium Property shall be used except for the foregoing purposes and except for such other uses or purposes as are expressly permitted or contemplated herein.

B. OBSTRUCTION OF COMMON AREAS AND FACILITIES

There shall be no obstruction of, nor shall anything be stored in, the Common Areas and Facilities, excluding the Limited Common Areas and Facilities, without the prior written consent of the Association, except as herein expressly provided.

C. HAZARDOUS USES AND WASTE

Nothing shall be done or kept in any Unit or Garage or in the Common Areas and Facilities which will increase the rate of insurance on the Buildings, or contents thereof, applicable for residential use without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or Garage, or in the Common Areas and Facilities which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any Law. No waste of any of the Condominium Property

shall be committed. No Unit Owner shall make any alterations in the Common Areas and Facilities or in the Limited Common Areas and Facilities or remove any portion thereof or make any additions thereto or make any improvements thereon or thereto or do anything which would or might jeopardize or impair the safety or soundness thereof without the written consent of the Association, nor shall any Unit Owner do any work which would jeopardize the soundness or safety of the Condominium Property, reduce the value thereof or impair any easement or hereditament without in every such case first obtaining the unanimous consent of all of the other Unit Owners.

D. EXTERIOR SURFACES OF BUILDINGS

No sign, awning, canopy, shutter, screen, radio or television antenna, or anything else, shall be displayed from, affixed to, or placed upon the exterior walls, windows (both exterior and interior), doors, or roofs of the Buildings or from, to or upon any other part of the Common Areas and Facilities outside the Buildings without the prior written consent of the Association, other than those originally provided by the Grantor; provided, however, that Grantor may affix and display "For Sale" or "For Rent" signs on any part or parts of the Condominium Property (excepting sold Units) which Grantor shall select; and provided further, however, that the Association may affix and display "For Sale" or "For Rent" signs on any part or parts of the Condominium Property for the purpose of facilitating the disposal of Units by any Unit Owner, mortgagee or the Association. No curtain or drapery shall be displayed in or from any window or glass door of the Buildings without the prior written consent of the Association unless the part thereof within view from the exterior of the Buildings is white or near white in color.

E. ANIMALS AND PETS

No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Areas and Facilities, except that dogs, cats, or other household pets weighing less than twenty-five (25) pounds may be kept in Units, subject to the Rules adopted by the Association, and except that dogs weighing twenty-five (25) pounds or more may be kept in Units with, in each case, the prior written consent of the Association, subject to the rules adopted by the Association, providing that (a) they are not kept, bred or maintained for any commercial purpose, (b) any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon three (3) days' written notice from the Association, and (c) they are permitted only on those portions of the Land as shall have been designated for them by the Association.

F. NUISANCES

No noxious or offensive activity shall be carried on in any Unit or Garage or in the Common Areas and Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to any of the Unit Owners or Occupants.

G. IMPAIRMENT OF STRUCTURAL INTEGRITY OF BUILDINGS

Nothing shall be done in any Unit or Garage or in, on or to the Common Areas and Facilities which will impair the structural integrity of the Buildings or which would structurally change the Buildings except as is otherwise provided herein.

H. LAUNDRY OR RUBBISH IN COMMON AREAS AND FACILITIES

No clothes, sheets, blankets, laundry of any kind, and/or other articles shall be hung out or exposed on any part of the Common Areas and Facilities, except as may be expressly permitted under Rules adopted by the Association. The Common Areas and Facilities shall be kept free and clear of garbage, rubbish, debris and other unsightly materials.

I. LOUNGING OR STORAGE IN COMMON AREAS AND FACILITIES

There shall be no playing, lounging, parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Areas and Facilities, except in accordance with the Rules therefor adopted by the Association and except that balcony and patio areas may be used for their intended purposes.

J. PROHIBITED ACTIVITIES

No industry, business, trade, occupation or profession of any kind, commercial, religious, education, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Condominium Property, except as expressly permitted in Paragraph A. of this Article XI, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the Condominium Property except as expressly permitted in Paragraph A. of this Article XI.

K. ALTERATION OF COMMON AREAS AND FACILITIES

Nothing shall be altered, constructed in, removed from or added to the Common Areas and Facilities, except as otherwise provided herein, without the prior written consent of the Association or the Grantor. This Paragraph is intended to cover those parts of the Common Areas and Facilities which may not be affected by Paragraphs C or M of this Article XI.

L. RENTAL OF UNITS

No Unit shall be rented for transient, temporary housing or hotel purposes, which shall be defined as (1) rental for any period less than thirty (30) days, or (2) any rental where the Occupants of the Unit are provided customary hotel service such as room service for food and beverage, maid service, furnishing of laundry and linen and bellboy service. Other than the foregoing restrictions, Unit Owners shall have the right to lease their respective Units, provided that the lease is made subject to the covenants and restrictions in this Declaration, the By-Laws and the Rules, and shall further have the written approval of the Board. This Paragraph L shall not apply to Units which have never been sold and which are owned by Grantor. Such Units may be leased by Grantor for a greater or lesser period than thirty (30) days and without the approval of the Board. Notwithstanding the foregoing, Grantor shall not lease or rent any Units for transient hotel purposes.

M. CHANGES IN APPEARANCE AND ALTERATIONS

Except as otherwise provided herein, no changes shall be made in the appearance of any part of the exterior of the Buildings (including, without limitation, the material constituting the exterior face of the Buildings and the color of the paint thereon), and no alteration, removal, addition, or improvement shall be made on or in respect to the Common Areas and Facilities outside the Buildings without the prior written consent of the Association. This restriction shall not apply to the making of repairs and replacements, painting, and similarly maintaining and restoring the improvements on the Land in and to the condition which they were in, and the appearance they had, at the time this Declaration, or any amendment hereto pursuant to Articles XVI and XVII hereof, was or shall be filed for record.

N. LIMITED COMMON AREAS AND FACILITIES

The Limited Common Areas and Facilities shall not be removed, altered, decorated, landscaped or adorned in any manner contrary to such Rules as may be established therefor by the Association, nor shall they be used in any manner other than their obviously intended purposes, without the prior written consent of the Association. No cooling unit condensor located on a balcony or patio shall be removed, replaced, altered, adorned or painted in any manner contrary to such Rules as may be established therefor by the Association, without the prior written consent of the Association.

O. INTERFERENCE WITH USE OF COMMON AREAS AND FACILITIES

The Common Areas and Facilities and every part thereof shall be used in such manner as not to interfere with, restrict, or impede the use thereof by others entitled to the use thereof and in such manner as is not contrary to, and is in accordance with, this Declaration, the By-Laws and the Rules.

P. APPROVAL OF OCCUPANT BY BOARD

No one shall become an Occupant of a Unit who has not been approved in advance by the Board, except for persons who acquire title as provided in the provisions of this Declaration dealing with judicial sales, except for Unit Owners who rightfully acquire title in accordance with or without violating the provisions of this Declaration and the By-Laws, and except for spouses, children, grandchildren, and parents of such Unit Owners. The Board shall signify in writing such approval or disapproval within thirty (30) days after the same is requested in writing, provided that simultaneously with such request, there is submitted to the Board the name of the person in question, his former or existing residence address, three business and three social references, and such other information as the Board reasonably requests. Any such approval once given may not thereafter be withdrawn. Failure of the Board to disapprove within such period shall be deemed conclusively to constitute approval. The Board's approval of a prospective Occupant shall never be predicated on race, color, creed, religious belief, ancestry or national origin.

Q. INTERFERENCE WITH EASEMENTS

No Unit Owner shall impair the use and enjoyment of the easements herein declared, reserved, granted, provided for, or referred to without first obtaining the written consent of the Association and of any other person, firm or corporation for whose benefit such easements exist.

R. VIOLATION OF THE RULES

~~No Unit Owner shall violate the rules.~~

ARTICLE XII

INSURANCE AND CASUALTY LOSSES

A. INSURANCE

The Association shall obtain the following insurance:

(1) Insurance for all of the improvements and personal property comprised in the Common Areas and Facilities (but excepting all improvements and betterments made in or to any Units by the respective Unit Owners at their expense) against loss or damage by fire and other hazards now or hereafter embraced by "extended coverage, vandalism and malicious mischief", in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the

event of damage or destruction from any such hazard; such insurance may have a deductible clause in a reasonable amount (Ten Thousand Dollars (\$10,000) shall be considered a reasonable amount at the time this Declaration is filed for record), and shall be obtained by the Association for the benefit of the Grantor, the Association, each of the Unit Owners, and the holders of mortgages upon the Ownership Interests, as their interests may appear.

(2) Insurance against liability for personal injury or property damage arising from or relating to the Condominium Property (that is, the Units as well as the Common Areas and Facilities) in an amount of at least Five Hundred Thousand Dollars (\$500,000) single limit as respects both bodily injury and property damage; such insurance to protect the Unit Owners, the Occupants, the Association (and its agents and employees), the managing agent of the Condominium (and its agents and employees), the members of the Board, and the holders of mortgages upon the Ownership Interests. The Association may obtain such other insurance as it deems desirable, including, without limitation, insurance to cover the Association's indemnity under Article VI of the By-Laws, debris removal insurance, fidelity bonds, and insurance to provide some relief from monthly assessments in behalf of a Unit Owner whose Unit is rendered uninhabitable by a peril insured against. Premiums for all such insurance shall be a Common Expense.

B. GENERAL PROVISIONS GOVERNING INSURANCE

All insurance affecting the Condominium Property shall be governed by the following provisions:

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

(2) The original of all policies and endorsements thereto shall be deposited with the Insurance Trustee selected pursuant to the provisions of Paragraph C of this Article XII which shall hold them subject to the provisions of Paragraph C of this Article XII.

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

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

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

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

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

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

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

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

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

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

(8) The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following: (i) a waiver of subrogation by the insurer as to any claims against the Association, the Board, its managing agent, the Unit Owners and the Occupants; (ii) that the master policy on the improvements and personal property comprised in the Common Areas and Facilities cannot be cancelled, invalidated or suspended on account of any one or more individual Unit Owner; (iii) that the master policy on the improvements and personal property comprised in the Common Areas and Facilities cannot be cancelled, invalidated or suspended on account of the conduct of any director, officer or employee of the Association or its duly authorized managing agent without a prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its managing agent, any Unit Owner or mortgagee; (iv) that any "other insurance" clause in such master policy exclude individual Unit Owners' policies from consideration; (v) that, notwithstanding any provision of any policy which gives the carrier an option to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the case of removal of the Condominium Property from the provisions of Chapter 5311 as provided for in this Declaration; and (vi) that the coverage of any policy shall not be terminated for non-payment of premiums without at least ten (10) days' written notice to each holder of a first mortgage upon a Unit of which such carrier or carriers have written notice.

C. INSURANCE TRUSTEE

(1) All insurance policies purchased by and in the name of the Association shall provide that proceeds covering property losses shall be paid jointly to the Association and a trustee which shall be a banking institution with offices in Cuyahoga County, Ohio, having trust powers and at least Fifty Million Dollars (\$50,000,000.00) total capital and surplus, selected by the Board, which trustee is herein referred to as the Insurance Trustee. Immediately upon the receipt by the Association of such proceeds, the Association shall endorse the instrument by means of which such proceeds are paid, and deliver or cause to be delivered such instrument to the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds. The Insurance Trustee has no obligation to inspect the property to determine whether a loss has been sustained or to file any claim or claims against any insurer or any other person.

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

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

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, all expenses of the Insurance Trustee shall be first paid and the remaining proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such expenses of the Insurance Trustee and cost of repairs or reconstruction shall be

damaged or destroyed property. Such costs may include professional fees and premiums for such bonds as the Board deems necessary. Repairs or reconstruction, as used in this Paragraph, means repairing or restoring the Condominium Property to substantially the same condition in which it existed prior to the fire or other casualty. Each Unit Owner shall be deemed to have delegated, and does delegate upon acquisition of title to an Ownership Interest, to the Board or its agent, his right to adjust with insurance companies all losses under the Casualty Insurance policies referred to in Paragraph A(1) of this Article XII. In furtherance of this delegation, the Board, and its authorized agents, is and are hereby appointed the attorney-in-fact for all Unit Owners to make proof of loss, to negotiate loss adjustment, and to receipt for any sums received on or under any and all of said policies.

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

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

E. REPAIR AND RECONSTRUCTION

(1) If the damage or destruction to Common Areas and Facilities for which the insurance proceeds are paid to the Insurance Trustee is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without a vote of the members, levy a special assessment against all Unit Owners in sufficient amounts to provide funds to pay such excess cost of repair or

reconstruction. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. Such assessments on account of damage to the Common Areas and Facilities shall be in proportion to the Unit Owners' share in the Common Areas and Facilities.

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

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

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

F. MINOR REPAIRS

(1) Notwithstanding the foregoing provisions of this Article XII, if the aggregate amount of the estimated costs of repairing any damage to the Common Areas and Facilities is less than Twenty-Five Thousand Dollars (\$25,000.00), the instrument (or draft) by means of which any insurance proceeds are paid shall be endorsed by the insurance Trustee and delivered to the Association and the damage shall be repaired in accordance with Paragraph F(2) below, of this Article XII.

(2) Such insurance proceeds shall be used by the Association to defray the cost of repairing the damage to the Common Areas and Facilities. If the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be retained by the Association or its duly authorized agent and placed in the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the Common Areas and Facilities or treated as Common Profits. If the cost of such repairs exceeds the amount of such insurance proceeds,

such excess may be provided either by means of a special assessment levied by the Board against all Unit Owners in proportion to each Unit Owner's share in the Common Areas and Facilities or by means of an appropriation from the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the Common Areas and Facilities, as the Board in its sole discretion may determine.

G. WAIVER OF SUBROGATION

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

ARTICLE XIII

REHABILITATION OF EXISTING BUILDINGS,
STRUCTURES AND OTHER IMPROVEMENTS

The Association may, by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five per cent (75%) of the voting power, determine that the Condominium Property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a Common Expense. In such event, any Unit Owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the President of the Association within five (5) days after receiving notice of such vote, to receive the fair market value of his Ownership Interest, less (a) the amount of any liens and encumbrances on his Unit as of the date such vote is taken, (b) the amount of any liens and encumbrances arising out of actions of said Unit Owner filed during the period from the date of such vote to the date of conveyance, (c) the amount of any liens and encumbrances thereafter arising because of unpaid Common Expenses of the Association accruing prior to the date of such vote; and (d) the amount of any Common Expenses accruing

prior to the date of such vote, whether assessed or not assessed, in return for a conveyance of his Ownership Interest, subject to such liens and encumbrances, to the President of the Association as Trustee for all other Unit Owners. In the event of such election by a Unit Owner to receive the fair market value of his Ownership Interest, such conveyance and payment of the consideration therefor, which shall be a Common Expense to the Unit Owners who have elected to renew and rehabilitate, shall be made within ten (10) days thereafter, and, if such Unit Owner and a majority of the Board cannot agree upon the fair market value of such Unit, such determination shall be made by the majority vote of three (3) appraisers, one (1) of which shall be appointed by the Board, one (1) of which shall be appointed by such Unit Owner, and the third of which shall be appointed by the first two (2) appraisers, and shall be conclusive and binding upon the parties.

ARTICLE XIV

SALE OF THE PROPERTY

The Unit Owners, by affirmative vote of not less than seventy-five (75%) per cent of the total vote, at a meeting of voting members duly called for such purpose, may elect to sell the Condominium Property as a whole. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action, and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved, shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his Ownership Interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board shall each select one (1) appraiser and the two (2) so selected shall select a third, and the fair market value, as determined by a majority of the three (3) so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

ARTICLE XV

REMOVAL FROM CONDOMINIUM OWNERSHIP

The Unit Owners, by unanimous vote, may elect to remove the Condominium Property from the provisions of Chapter 5311. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the

Condominium Property, shall be paid, released, or discharged, and a certificate setting forth that such election was made shall be filed with the Recorder of Cuyahoga County, Ohio, and by him recorded. Such certificate shall be prepared in duplicate and shall be signed by the President of the Association, who shall certify therein under oath that all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Common Areas and Facilities have been paid, released, or discharged, and, shall also be signed by the Unit Owners, each of whom shall certify therein under oath that all such liens and encumbrances on his Unit or Units have been paid, released or discharged. Upon removal of the Condominium Property from the provisions of Chapter 5311, the property so removed shall be deemed to be owned in common by the Unit Owners. The undivided interest in the property owned in common which shall appertain to each Unit Owner shall be the percentage of undivided interest previously owned by such Unit Owner in the Common Areas and Facilities. The removal provided for in this Article XV shall in no way bar the subsequent resubmission of the property to the provisions of Chapter 5311 in the manner provided for herein.

ARTICLE XVI

ADDITIONS TO CONDOMINIUM PROPERTY

A. GENERAL

Grantor contemplates that it may construct certain residential structures and other improvements on Phase Nos. 2 to 7 Parcels, inclusive, or any one or more of said Parcels, or any portion thereof, said structures and improvements to be substantially similar to the residential structures and improvements constructed on Phase No. 1 Parcel, or one, one and one-half, or two-story townhouse residential buildings and other improvements, and multi-story residential buildings and other improvements, and submit said Phase Nos. 2 to 7 Parcels, inclusive, or any one or more of said Phase Parcels, or any portion thereof, together with all residential structures and other improvements now or hereafter constructed thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners are added to this Condominium by Grantor as hereinafter provided, Grantor shall declare a new percentage of interest of each Unit in the former and added Common Areas and Facilities which percentage of interest shall be in the proportion that the fair value of the Unit at the date the amendment is filed for record bears to the then aggregate value of all the Units having an interest in such Common Areas and Facilities. The percentage of interest of each Unit in the Association for voting purposes, for the distribution of Common Profits, for

the assessment and payment of Common Expenses, and for all other purposes would become the new percentage of interest declared by Grantor as aforesaid. The allocation made by Grantor would and shall be conclusive and binding upon all Unit Owners, but, unless otherwise required by law, any new percentages of interest declared by Grantor for the respective Units comprised in the Phase No. 1 Buildings shall not exceed the respective percentages of interest specified in Exhibit "B" hereof for such Units.

B. DEVELOPMENT OF PHASE NOS. 2, 3, 4, 5, 6 AND 7 PARCELS

Grantor, on behalf of itself and its successors and assigns, hereby covenants with and for the benefit of each Unit Owner, each mortgage in whose favor a mortgage shall be granted with respect to any Unit, and the respective heirs, successors and assigns thereof, to hold and use Phase Nos. 2 to 7 Parcels, inclusive, or any one or more of said Parcels, or any portion thereof, in accordance with, and subject to, the following covenants, rights, reservations, limitations and restrictions which shall run with the land and are imposed for the uniform and orderly development of Phase Nos. 2 to 7 Parcels, inclusive, or any one or more of said Parcels, or any portion thereof, in a manner consistent with the development of Phase No. 1 Parcel:

(1) No use shall be made of any part of Phase Nos. 2 to 7 Parcels, inclusive, or any one or more of said Parcel, or any portion thereof, except for residence and recreation purposes and accessory uses customarily incident thereto and no building or other structure shall be erected, placed, altered, moved or permitted to remain upon Phase Nos. 2 to 7 Parcels, inclusive, or any one or more of said Parcels, or any portion thereof, except for recreation or residence use or accessory uses customarily incident thereto.

(2) No residence building or other residence structure shall be erected, placed, altered, moved or permitted to remain upon Phase Nos. 2 to 7, inclusive, or any one or more of said Parcels, or any portion thereof, except one, one and one-half, or two-story townhouse residential buildings or multi-story residential buildings having (a) an external design appearance which is architecturally compatible with the Phase No. 1 Buildings, (b) materials and workmanship of equal or better quality than such incorporated in the Phase No. 1 Buildings, (c) in the case of a townhouse building, no residence unit (including basement) comprised therein with less than One Thousand (1,000) square feet of floor area, and (d) in the case of a multi-story building, no residence unit comprised therein with less than Five Hundred (500) square feet of floor area.

(3) There shall not be more than an aggregate of Three Hundred (300) separate residential units upon Phase Nos. 2 to 7 Parcel, inclusive.

EXHIBIT "C"

**(To Declaration of Condominium Ownership
for Buntingtree Condominium)**

BUNTINGTREE CONDOMINIUM

NORTH ROYALTON, OHIO

BY-LAWS

OF

BUNTINGTREE CONDOMINIUM OWNERS' ASSOCIATION

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

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(4) If within fifteen (15) years after the filing of this Declaration for record, any one or more of Phase Nos. 2 to 7, Parcels, inclusive, shall not have either a townhouse residence building or a multi-story residence building constructed thereon, either fully or partially, then such Phase Nos. 2 to 7 Parcels, inclusive, having neither a townhouse residence building nor a multi-story residence building fully or partially constructed thereon shall be added, without charge, to the Condominium Property by the owner of fee title thereto within seven (7) months after expiration of said fifteen (15) year period. If Grantor, its successors or assigns, is delayed at any time in commencing the construction of either a townhouse residence building or a multi-story residence building on any one or more of Phase Nos. 2 to 7 Parcels, inclusive, or if any owner of fee title to Phase Nos. 2 to 7 Parcels, inclusive, or any one or more of said Parcels, or any portion thereof, is delayed at any time in commencing the construction of either a townhouse residence building or a multi-story residence building on such Parcel or Parcels owned by such owner; by reason of unavoidable casualties or any causes beyond the control of Grantor, its successors or assigns, or such owner, then such fifteen (15) year period and such seven (7) month period shall both be extended by a period equal to the period of such delay.

(5) The foregoing covenants, rights, reservations, limitations and restrictions shall bind the Grantor and its successors and assigns, and shall be deemed to be covenants running with the land herein described as Phase Nos. 2 to 7 Parcels, inclusive, or any one or more of said Parcels, or any portion thereof, until either such Parcel is added to the condominium property, or construction of a townhouse residence building or multi-story residence building shall be commenced upon such Parcel, whichever shall first occur.

C. OPTIONS

Grantor hereby reserves, unto itself, its successors and assigns, the right and option, at any time and from time to time within a period of fifteen (15) years, commencing on the date this Declaration is filed for record in the office of the Cuyahoga County Recorder, that Grantor determines to take the action contemplated above (a) to submit Phase Nos 2 to 7 Parcels, inclusive, or any one or more of said Parcels, or any portion thereof, together with all residential structures and other improvements now or hereafter constructed thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners, to the provisions of this Declaration and Chapter 5311, and (b) to amend this Declaration, in the manner provided in Article XVII hereof, in such respects as Grantor may

deem advisable in order to effectuate such submission or submissions, including, without limiting the generality of the foregoing, the right to amend this Declaration so as (i) to include Phase Nos. 2 to 7 Parcels, inclusive, or any one or more of said Parcels, or any portion thereof, together with all residential structures and other improvements now or hereafter constructed thereon, all rights, easements and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners, as part of the Condominium Property, (ii) to include descriptions of the Buildings constructed on the Parcels, or any portion or portions thereof, so added to the Condominium Property in this Declaration and to add drawings thereof to Exhibit "A" hereto, and (iii) to provide that the owners of Units in the Buildings constructed on the Parcels so added to the Condominium Property will have an interest in the Common Areas and Facilities of the Condominium Property and to amend Exhibit "C" hereof so as to establish the percentage of interest in the Common Areas and Facilities which the owners of all Units within the Buildings on the Condominium Property will have at the time of such amendment or amendments, which percentage shall be, with respect to each Unit, in the proportion that the fair market value of each Unit at the date said amendment is filed for record bears to the then aggregate value of all the Units within the Buildings on the Condominium Property, which determination shall be made by Grantor and shall be conclusive and binding upon all Unit Owners. There shall be filed, with each such amendment, a set of drawings which show graphically all the particulars of the additional property and the improvements thereon and which are certified to in accordance with the provisions of Section 5311.07 of Chapter 5311, as the same may then exist. Each amendment, in addition to declaring that it submits Phase Nos. 2 to 7 Parcels, inclusive, or any one or more of said Parcels, or any portion thereof, to the provisions of this Declaration, as aforesaid, shall contain the following particulars:

(1) A general description of the Building or Buildings being added, stating the materials of which it is or they are constructed and the number of stories and Units therein;

(2) The designation of each Unit, a description thereof and of the immediate Common Areas and Facilities or Limited Common Areas and Facilities to which it has access, and any other data necessary for its proper identification;

(3) A description of the Common Areas and Facilities and Limited Common Areas and Facilities and the percentages of interest therein appertaining to each Unit (both the former Units and the ones being added), which percentages shall be determined by Grantor in accordance with Section 5311.04 of the Ohio Revised Code;

(4) A statement that each Unit Owner shall be a member of the Association;

(5) A statement to the effect that this Declaration, except as expressly modified by the amendment (or previous amendments) to add the additional property, is and continues to be in full force and effect and fully applicable to the former Condominium Property and to all property added by the amendment; and

(6) Such other particulars as may be required by Section 5311.05 of the Ohio Revised Code.

Each amendment shall, further,

(7) Be executed with the same formalities as this instrument,

(8) Refer to the Volume and Page in which this instrument and the Drawings are recorded, and

(9) Contain an affidavit by a general partner of Grantor (or other appropriate individual in the case of Grantor's successors and assigns) that a copy of the amendment has been mailed by certified mail to all Unit Owners and all first mortgagees having bona fide liens of record against any Ownership Interest.

D. FAILURE TO EXERCISE OPTIONS

Except as otherwise expressly provided in Paragraph B above of this Article XVI, those parts of the Buntingtree Development Area which are not subjected to this Declaration may be used in any way and for any purpose or purposes selected from time to time by the various owners thereof, whether such uses and purposes be similar to or different from the uses and purposes of the Condominium Property. Should any of the options reserved in this Article XVI to Grantor, its successors and assigns, not be exercised within the fifteen (15) year period specified, it shall in all respects expire and be of no further force or effect; provided, however, if Grantor, its successors or assigns, is delayed at any time in exercising any such option by reason of any cause beyond the control of Grantor, its successors or assigns, then such fifteen (15) year period shall be extended by a period equal to the period of such delay. Grantor shall not be obligated to impose on any part or parts of the Buntingtree Development Area any covenants, conditions or restrictions the same as or similar to those contained herein, shall not be obligated to submit any part or parts of the Buntingtree Development Area to this Declaration, shall not be obligated to construct improvements of any kind or similar to those described herein, and shall not be obligated to use any part or parts of the Buntingtree Development Area or any improvements constructed thereon for residential, apartment or similar use. If new Units on the Buntingtree Development Area are not added to this Condominium within the fifteen (15) year period herein provided for, nothing shall obligate or burden the titles of Unit Owners of Units on the Land to make or complete improvements contemplated or begun on any part or parts of the Buntingtree Development Area not duly added by Grantor to this Condominium.

E. CONSENT

Grantor, on its own behalf as the owner of all Units in the Condominium Property and on behalf of all subsequent Unit Owners, hereby consents and approves, and each Unit Owner and his mortgagees by acceptance of a deed conveying such Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, thereby consents to and approves of all of the provisions of this Article XVI, including, without limiting the generality of the foregoing, the amendment of this Declaration by Grantor in the manner provided herein, and all such Unit Owners and their mortgagees, upon request of Grantor, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Grantor to be necessary or proper to effectuate these provisions.

F. APPOINTMENT OF ATTORNEY-IN-FACT

Each Unit Owner and his respective mortgagees by acceptance of a deed conveying an Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, hereby irrevocably appoints Grantor his Attorney-in-Fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option of the Attorney in the event that Grantor exercises the option and the rights reserved in this Article XVI, to add, from time to time and at any time within fifteen (15) years (extended by any periods of delay as provided in Paragraph D above of this Article XVI) from the filing of this Declaration for record, Phase Nos. 2 to 7 Parcels, inclusive, or any one or more of said Parcels, or any portion thereof, and the residential structures and other improvements now or hereafter constructed thereon to the Condominium Property as herein provided, to execute, acknowledge and record for and in the name of such Unit Owner an amendment or amendments of this Declaration for such purpose and for and in the name of such respective mortgagees, a consent to such amendment or amendments.

G. RESERVATION

Grantor hereby reserves the right to perform and do such other acts and things as may be necessary to carry out the intent and purposes of this Article XVI, including, without limitation, the right to convey to each Unit Owner of a Unit on the Land an undivided interest in the Common Areas and Facilities on the part or parts of the Buntingtree Development Area being added to this Declaration in the reduced percentage amount declared and determined by Grantor in accordance with the provisions of this Article XVI after the addition of each part or parts of the Buntingtree Development Area to the Condominium and to require each Unit Owner of a Unit on the Land (a) to incorporate in each deed conveying his Ownership Interest prior to expiration of the fifteen (15) year period herein provided for an express reference or summary of this Article XVI, as Grantor might determine, or, if it is not incorporated in the deed, then (b) to

execute and file for record from time to time an express acknowledgment of the existence and terms of this Article XVI. Each Unit Owner of a Unit on the Land and each mortgagee of such Unit Owner agrees to accept such conveyance, make such reference or summary in his deed, and, if required, execute such an acknowledgment. Each Unit Owner agrees, further, that he shall upon demand execute such deed and instruments as necessary or desirable to convey the excess percentage interest owned by him in the Common Areas and Facilities of the then existing Condominium to the Grantor as may be appropriate, and that he shall do and perform such other acts as necessary to carry out the intent and purpose of this Article. If Chapter 5311 should be amended to provide a method or procedure for the expansion of or addition of additional lands and improvements to an existing condominium by a Grantor, then Grantor hereby declares such method and/or procedure to be incorporated herein as another, alternative method and procedure by which additional parts of the Buntingtree Development Area may be added by Grantor, or its successors or assigns to this Condominium; provided, however, that such statutory amendment does not reduce the rights and privileges Grantor (or its successors or assigns) has or may have by virtue of this Declaration. The provisions of this Paragraph G and of Paragraphs E and F of this Article XVI are not to be construed as mandatory, limitations upon, or conditions precedent to the exercise, operation, or effect of the rights and options reserved and provisions provided for in Paragraphs A and C of this Article XVI, but are contained and reserved herein as supplementary and further assurance to the rights reserved by Grantor under said Paragraphs A and C of this Article XVI.

ARTICLE XVII

AMENDMENTS

A. BY GRANTOR

(1) This Declaration may be amended by Grantor, its successors and assigns, in the manner and within the times provided, respectively, in Article XVI and Article XVIII hereof.

(2) Anything herein to the contrary notwithstanding, Grantor reserves unto itself, its successors and assigns, the right to change the interior design and arrangements of all Units, to subdivide a single Unit into two or more Units, to combine (in whole or in part) two or more Units into a single Unit, and to alter the boundaries between the Units, so long as the Grantor owns the Units so altered, subdivided, or combined, and so long as the interior walls of the Buildings are not altered, and to add a swimming pool or tennis court or tennis courts or patio or patios to Phase No. 1 Parcel. If Grantor alters the boundaries between Units, combines Units, or subdivides a Unit, or adds a swimming pool or tennis court or tennis courts, or patio or patios to Phase No. 1 Parcel, Grantor shall prepare, execute and file with the Recorder of Cuyahoga County an appropriate amendment to this Declaration and the Drawings. The amendment shall

reflect the change in percentage interest of such adjusted Units, if any, in the Common Areas and Facilities, but the aggregate of the percentage interest of the adjusted Unit(s), if any, in the Common Areas and Facilities shall remain the same. The amendment of this Declaration reflecting such authorized alteration or subdivision of Units or addition of a swimming pool or tennis court or tennis courts or patio or patios to Phase No. 1 Parcel by Grantor need be signed and acknowledged only by Grantor and need not be approved by the Association, Unit Owners, or lienors (other than first mortgagees), whether or not elsewhere required for an amendment. The amendment shall include an amendment to the Drawings which shall be duly verified as required by Chapter 5311, but, likewise, shall require no approval by anyone except Grantor who shall endorse its approval on the amendment to the Drawings. The amendments shall be duly filed for record by Grantor. Grantor, on its own behalf as the owner of all Units in the Condominium Property and on behalf of all subsequent Unit Owners, hereby consents and approves, and each Unit Owner and his mortgagees by acceptance of a deed conveying such Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, thereby consents to and approves of all of the provisions of this Paragraph A(2), including, without limiting the generality of the foregoing, the amendment of this Declaration by Grantor in the manner provided herein, and all such Unit Owners and their mortgagees, upon request of Grantor, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Grantor to be necessary or proper to effectuate these provisions. Each Unit Owner and his respective mortgagee, by acceptance of a deed conveying an Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, hereby irrevocably appoints Grantor his Attorney-in-Fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option of the Attorney in the event that Grantor exercises the right reserved in this Paragraph A(2), to alter or subdivide Units or to add a swimming pool or tennis court or tennis courts or patio or patios to Phase No. 1 Parcel, to execute, acknowledge and record for and in the name of such Unit Owner an amendment or amendments of this Declaration for such purpose and for and in the name of such respective mortgagee a consent to such amendment or amendments. Grantor hereby reserves the right to perform and do such other acts and things as are necessary to carry out the intent and purposes of this Paragraph A(2). The provisions of this sentence and of the two preceding sentences of this Paragraph A(2) are not to be construed as mandatory, limitations upon, or conditions precedent to the exercise, operation, or effect of the rights reserved and provisions provided for in the first three sentences of this Paragraph A(2), but are contained and reserved herein as supplementary and further assurance to the rights reserved by Grantor under said first three sentences. Anything in the foregoing provisions of this Paragraph A(2) to the contrary notwithstanding, this Declaration shall not be amended as provided in this Paragraph A(2) without the consent in writing, endorsed upon or

attached to the amendment, of the holder of any recorded first mortgage upon the Units being altered, combined or subdivided by the amendment, and such holder may, at its discretion, refuse to sign such consent. If any such mortgagee does refuse to sign such consent, such mortgagee agrees to accept a payment, without charging a penalty or prepayment fee, of the indebtedness (and accrued interest) secured by the mortgage and to deliver to Grantor a recordable discharge of the mortgage upon such payment.

B. BY OTHERS

In addition to the manner of making amendments described or referred to in Paragraph A of this Article XVII, this Declaration, the Drawings and the By-Laws may be amended upon the filing for record with the Cuyahoga County Recorder of an instrument in writing setting forth specifically the item and items to be amended and any new matter to be added, which instrument shall have been duly executed by Unit Owners entitled to exercise at least seventy-five per cent (75%) of the voting power of the Association. Such amendment must be executed with the same formalities as this Declaration, must refer to the Volume and Page in which this instrument and the Drawings are recorded, and must contain an affidavit by the President of the Association or by a general partner of Grantor, as the case may be, that a copy of the amendment has been mailed by certified mail to all first mortgagees having bona fide liens of record against any Unit Ownership Interest. No amendment made pursuant to this Paragraph B shall have any effect, however, upon the rights or duties of Northern Ohio Properties, Inc. provided in Paragraph A of Article VIII herein or under the Management Agreement referred to therein, the Grantor, the rights of Grantor under this Declaration, and the rights of bona fide first mortgagees, until the written consent of Northern Ohio Properties, Inc. (if its rights or duties are being affected) and Grantor and/or such mortgagees to such amendment has been secured. Such consents shall be retained by the Secretary of the Association and his certification in the instrument of amendment as to the consent or non-consent of Grantor, Northern Ohio Properties, Inc., and the names of the consenting and non-consenting mortgagees of the various Units shall be sufficient for reliance by the general public. If Grantor does not consent to an amendment to the Declaration, Drawings and/or By-Laws, and/or if less than all mortgagees consent to an amendment to the Declaration, Drawings and/or By-Laws, said amendment or modification shall nevertheless be valid among the Unit Owners, provided that the rights and reservations of Grantor and the rights of a non-consenting mortgagee shall not be derogated by an amendment made pursuant to this Paragraph B. No provision in this Declaration or By-Laws may be changed, modified or rescinded, which, after such change, modification or rescission would conflict with the provisions of Chapter 5311, and except as otherwise provided in

Article XVI herein and Article XVIII herein and Paragraph A of this Article XVII and Paragraph B(2) of this Article XVII, no amendment may be made to the percentage interests set forth in Exhibit "B" (as they may be amended or supplemented by Grantor) without, in addition to the requirements set forth above, the prior unanimous approval of (a) all Unit Owners of Units whose percentage interests are being changed and (b) their respective mortgagees.

ARTICLE XVIII

TOWN HOUSE AND MULTI-STORY COMMON AREAS AND FACILITIES

A. RIGHT OF DESIGNATION

Notwithstanding anything to the contrary contained herein, in the event that, Grantor shall construct, or cause to be constructed, on Phase Nos. 2 to 7 Parcels, inclusive, or any one or more of said Parcels, or any parts thereof, any one (1), one and one-half (1-1/2), or two-story residential townhouse buildings and other improvements and, pursuant to the provisions of Articles XVI and XVII hereof, cause the same to be added to this Declaration and become part of the Condominium Property, Grantor shall have, and hereby reserves unto itself, its successors and assigns, the right and option to amend this Declaration so as to (a) designate as "Town-House Common Areas and Facilities" those Common Areas and Facilities which, for particular purposes, as a result of their location on or within the Condominium Property, will be either primarily or exclusively used or enjoyed by the Unit Owners or Occupants of Units comprised in such town-house buildings (b) designate as "Multi-Story Common Areas and Facilities" those Common Areas and Facilities which, for particular purposes, as a result of their location on or within the Condominium Property, will be either primarily or exclusively used or enjoyed by the Unit Owners or Occupants of Units comprised in multi-story buildings, (c) provide that the Common Profits of the Town-House Common Areas and Facilities shall be distributed among, and the Common Expenses pertaining to the Town-House Common Areas and Facilities shall be assessed against, each of the Unit Owners of Units comprised in such town-house buildings in the same proportion that the fair market value of each Unit comprised in such town-house buildings at the date said amendment is filed for record bears to the then aggregate fair market value of all the Units comprised in such town-house buildings, and (d) provide that the Common Profits of the Multi-Story Common Areas and Facilities shall be assessed against, each of the Unit Owners of Units comprised in multi-story buildings in the same proportion that the fair market value of each Unit comprised in such multi-story buildings at the date said amendment is filed for record bears to the then aggregate fair market value of all the Units comprised in such multi-story buildings. Such right and option may be exercised by Grantor or by Grantor's successors and assigns, executing at any time and from time to time an amendment or amendments to this Declaration which shall be filed

for record in the Office of the Cuyahoga County Recorder within fifteen (15) years from the date this Declaration shall have been filed in such Office; provided, however, if Grantor, its successors or assigns, is delayed at any time in exercising such right and option by reason of any cause beyond the control of Grantor, its successors or assigns, then such fifteen (15) year period shall be extended by a period equal to the period of such delay. Each amendment in addition to providing as aforesaid shall contain the following particulars:

(1) A designation or general description of the town-house buildings and the multi-story buildings and the Units comprised in each of such type;

(2) The proportionate share, stated as a percentage, of Common Expenses and Common Profits of the Town-House Common Areas and Facilities allocable to each of the Unit Owners of Units comprised in the town-house buildings;

(3) The proportionate share, stated as a percentage, of Common Expenses and Common Profits of the Multi-Story Common Areas and Facilities allocable to each of the Unit Owners of Units comprised in the multi-story buildings;

Each amendment shall, further

(4) Be executed with the same formalities as this instrument; and

(5) Contain an affidavit by a general partner of Grantor (or other appropriate individual in the case of Grantor's successors and assigns) that a copy of the amendment has been mailed by certified mail to all Unit Owners and all first mortgagees having liens of record against any Unit Ownership Interest.

B. CONDITION PRECEDENT

It shall be a condition precedent to Grantor's exercise of the right reserved in this Article XVIII that Chapter 5311 be amended so that an amendment to this Declaration pursuant to this Article XVIII would be in conformity therewith. If Chapter 5311 should be amended to provide a method or procedure for the distribution of the Common Profits of the Town-House Common Areas and Facilities among, and the assessment of the Common Expenses pertaining to the Town-House Common Areas and Facilities against, each of the Unit Owners of Units comprised in town-house buildings, and for the distribution of the Common Profits of the Multi-Story Common Areas and Facilities among, and the assessment of the Common Expenses pertaining to the Multi-Story Common Areas and Facilities against, each of the Unit Owners of Units comprised in multi-story buildings, then Grantor hereby declares such method and/or procedure to be incorporated herein as another, alternative method and procedure for the distribution of Common Profits among, and assessment of Common Expenses against, the Unit Owners.

C. CONSENT OF UNIT OWNERS TO AMENDMENT BY GRANTOR

Grantor, on its own behalf as the owner of all Units in the Condominium Property and on behalf of all subsequent Unit Owners, hereby consents and approves, and each Unit Owner and his mortgagees by acceptance of a deed conveying such Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, thereby consents to and approves of all of the provisions of this Article XVIII, including, without limitation the generality of the foregoing, the amendment of this Declaration by Grantor in the manner provided herein, and all such Unit Owners and their mortgagees, upon request of Grantor, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Grantor to be necessary or proper to effectuate these provisions.

D. GRANT OF POWER-OF-ATTORNEY TO GRANTOR

Each Unit Owner and his respective mortgagee by acceptance of a deed conveying an Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, hereby irrevocably appoints Grantor his Attorney-in-Fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option of the Attorney in the event that Grantor exercises the option and the rights reserved in this Article XVIII to amend, from time to time and at any time as provided in this Article XVIII, within fifteen (15) years (extended by any periods of delay as provided in Paragraph A above of this Article XVIII) from the filing of this Declaration for record, to execute, acknowledge and record for and in the name of such Unit Owner an amendment or amendments of this Declaration for such purpose and for and in the name of such respective mortgagees, a consent to such amendment or amendments.

ARTICLE XIX

COOPERATIVE COMMON PROPERTY AND FACILITIES

Grantor contemplates that it may construct certain residential structures and other improvements on Phase Nos. 2 to 7 Parcels, inclusive, or on any one or more of said Parcels, or on any portion thereof, and that Grantor may construct single-family residences on other land, including any and all land (not shown on Exhibits "D" through "J", inclusive) next to, adjoining, and/or contiguous to the land shown on said Exhibits "D" through "J", inclusive, presently owned by the Grantor or which is acquired by the Grantor or its nominee within fifteen (15) years after the date of recording of this Declaration, and any and all buildings and/or structures hereafter constructed on any of said land not shown on Exhibits "D" through "J", inclusive. In the event that such additional Phases are constructed, developed and added to this Condominium by Grantor, or its successors and assigns, or in the event any single-family residences are constructed on other land, including any and all land (not shown on Exhibits "D" through "J", inclusive) next to, adjoining, and/or contiguous to the land shown on said Exhibits "D" through "J",

inclusive, presently owned by the Grantor or which may be acquired by the Grantor or its nominee within fifteen (15) years after the date of recording this Declaration, and any and all buildings and structures hereafter constructed on any of said land not shown on Exhibits "D" through "J", inclusive, the Grantor may provide Community Property for the use, benefit and enjoyment, on a non-exclusive basis, of the Unit Owners who shall use the same, together with the Unit Owners of other Phases and the owners of single-family dwellings who shall use the same. The Community Property, if so provided for the Unit Owners of Units in the Phase 1 Parcel and the Unit Owners of Units in the Phase Nos. 2 to 7 Parcels, inclusive, or any one or more of said Parcels, or any portion thereof, and for the owners of single-family dwellings, shall be conveyed by warranty deed or leasehold estate to a Cooperative Recreational Association, hereinafter referred to as "CRA", which shall be an Ohio corporation not for profit. The operation and administration of said Community Property shall be conducted as follows:

(1) CRA shall hold, maintain, operate, improve, keep up, repair and administer all Community Property conveyed to CRA by either deed or leasehold estate, excepting that CRA shall only assume such obligation for real and personal property conveyed to it in fee or leasehold by Grantor or its nominee.

(2) CRA shall hold said Community Property in trust for the benefit of all Unit Owners and owners of single-family dwellings who are entitled to the use and enjoyment of said Community Property.

(3) All expenses arising out of the operation, improvement, maintenance, upkeep, repair and administration of the Community Property held by CRA shall be and are hereby declared to be Common Expenses as defined herein.

(4) It shall be the duty of every Unit Owner in each Phase which is entitled to the use, benefit and enjoyment of the Community Property held by CRA to pay its proportionate share of the expenses of the operation, maintenance, improvement, upkeep, repair and administration of the Community Property. Payments thereof shall be in such amounts and at such times as may be determined by the Board of Trustees of CRA. Each Unit Owner agrees to maintain, repair and replace at his expense all portions of the Community Property which may be damaged or destroyed by reason of his willful or negligent act or neglect of himself or any other Occupant, or by the willful negligent act or neglect of any invitee, licensee or guest of such Unit Owner or Occupant.

(5) Each unit owners association of each condominium (in the case of condominium property), including the Association, and each association established for the benefit of the owners of single-family dwellings (in the case of non-condominium property), shall pay a proportionate share of all costs, charges and/or expenses incurred for the use, enjoyment, maintenance, care and operation of the Community Property. The Association shall pay to the CRA, each month, as and for its proportionate share of

such total costs, charges and expenses, that proportionate part of all such costs, charges and/or expenses as is represented by a fraction whose numerator shall be a number equal to the total number of Units subject to this Declaration occupied on the fifteenth (15th) day of the last preceding month, and whose denominator shall be a number equal to the aggregate of the total number of Units occupied in, and the total number of single-family dwellings, if any, occupied in, the entire Buntingtree Complex (as hereinafter defined), on said fifteenth (15th) day of the last preceding month. The Association shall assess each Unit Owner, as a Common Expense, the costs, charges and/or expenses for the use, enjoyment, maintenance, care and operation of the Community Property that are attributable to the Association in a proportion which is equal to the percentage of interest of the respective Unit Owner in the Common Areas and Facilities as specifically set forth in Exhibit "B" attached hereto. No Unit Owner may exempt himself from liability for his contribution toward said Common Expense by waiver of the use or enjoyment of the Community Property or by abandonment of his Unit. This same method of allocation of costs, charges and expenses shall be applied and used to determine the proportionate share of such costs, charges and/or expenses attributable to each and every other separate Condominium Property within the Buntingtree Complex.

(6) The term "Buntingtree Complex", as used herein, shall mean and include the Condominium Property, as well as other land, buildings and structures, and the property operating thereto, located on 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, including any and all land (not described in said Exhibit "A") adjoining the land described in said Exhibit "A" which is at or near said York and Ridge Roads and which is acquired by Grantor or its nominee within a period of fifteen (15) years after the date of recording this Declaration, and any and all buildings and/or structures hereafter constructed on any of said land and not included in the description contained in said Exhibit "A".

(7) Each year the Board of Trustees of CRA shall estimate the total amount necessary to pay the cost of items such as, but not limited to, wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the operation, improvement, maintenance, upkeep, repair and administration of the Community Property held by CRA, together with a reasonable amount for contingencies and replacements, and the Association shall be notified in writing of said estimate and the calculation of the assessment pertaining to the Association. The amount of such assessment shall be delivered to the respective Unit Owner in each Phase, in writing, by the Association. Until such time as the Association is formed, comes into existence and is operable, all statements, notices and assessments shall be sent to and/or made against the individual Unit Owners.

(8) CRA shall and it is hereby declared to have a lien upon the Unit, Common Areas and Facilities, or interest of any Unit Owner of each Phase which Unit Owners are entitled to the use, benefit and enjoyment of the Community Property held by CRA, for the payment of the assessments determined under Paragraphs (5) and (7) above which remain unpaid for a period of thirty (30) days after the same have become due and payable and from the time a certificate therefor subscribed by the Board of Trustees of CRA is filed with the Recorder of Cuyahoga County, Ohio, pursuant to authorization given by the Board of Trustees of CRA. The assessment for the Community Property of CRA as provided herein and in this Article XIX shall be part of the Common Expenses of each Unit Owner and shall be included and chargeable to all Unit Owners in the same manner and force as is any other portion or element of the Common Expenses as defined in the Declaration.

(9) CRA shall be an Ohio corporation not for profit and shall be conducted, operated and administered by a Board of Trustees. At such time as the Association is formed, comes into existence and is operable, and the Units to be built in Phase I are all built and sold, and at such time as the CRA is formed and comes into existence, the Association shall have a right to elect one (1) Trustee to the Board of Trustees of the CRA. At such time as all of the Units in each Phase of the Buntingtree Condominium to be built are built and sold, respectively, the Association shall have a right to elect one (1) additional Trustee to the Board of Trustees of the CRA for each such Phase that is entirely built and sold. The initial Board of Trustees of the CRA shall consist of six (6) Trustees, appointed by the Grantor, who shall hold office until the election of their successors, and each Owner hereby expressly and specifically confirms and ratifies the appointment of said Trustees by the Grantor.

(10) Each Unit Owner hereby expressly and specifically constitutes and appoints the first Board of Trustees of the CRA his true and lawful attorney to enter into employment and/or management contracts and/or other appropriate documents and/or instruments with respect to the use, enjoyment, care, operation and maintenance of the Community Property and the provisions of such employment and/or management contracts and/or other appropriate documents and/or instruments shall be binding on each Unit Owner and his respective heirs, administrators, executors and assigns, and each Unit Owner hereby grants (and the transfer of title to his Unit to such respective Unit Owner shall be deemed to be a grant of) an irrevocable power of attorney to the first Board of Trustees of the CRA to execute and deliver the aforesaid employment and/or management contracts and/or other appropriate documents and/or instruments with respect to the Community Property, as aforesaid,

all as may be necessary to effectuate the foregoing, and each Unit Owner hereby confirms and ratifies said employment and/or management contracts and/or other documents and/or instruments and agrees to be bound thereby.

(11) Except as otherwise provided herein, the management, maintenance, repair, alteration and improvement of the Community Property shall be the responsibility of the CRA and shall be conducted, operated and administered by the Board of Trustees of the CRA. The CRA may delegate all or any portion of its authority to discharge such responsibility to an agent. The Board of Trustees of the CRA shall have the power and authority to hire an agent for a period not to exceed five (5) years and to authorize said agent to enter into any contracts which are necessary for the comfort and convenience of the Unit Owners. The CRA may deem it desirable, advisable, prudent, expedient, necessary and/or profitable, from time to time, to share costs and/or expenses which can or may be attributable to one or more parcels of land, buildings and/or one or more separate condominiums adjacent to and/or in the vicinity of the Condominium Property, and the CRA and/or the Board of Trustees thereof may and are hereby authorized to cooperate and enter into contracts and incur obligations together with and in conjunction with, other home owners associations, Unit Owners associations and/or other persons, firms, corporations or other organizations within or relating to Buntingtree Complex, and any part or parts thereof, or otherwise in order to benefit the CRA, the Association and/or the Unit Owners thereof.

(12) The Board of Trustees shall conduct the affairs of, operate and administer CRA in accordance with the provisions of this Article XIX, the Articles of Incorporation and the By-Laws of CRA, and the Declaration of Covenants, Conditions and Restrictions pertaining to the Buntingtree Complex.

(13) The Board of Trustees of CRA shall by vote of a majority thereof have the right to adopt such reasonable rules and regulations regulating the use, benefit, and enjoyment of the Community Property owned by CRA.

ARTICLE XX

REMEDIES FOR BREACH OF COVENANTS AND RULES

A. ABATEMENT AND ENJOINMENT

If any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit) shall violate any Rules or breach any covenant or provision contained in this Declaration or in the By-Laws, the Association shall have the right, in addition to the rights hereinafter set forth in this Article XX and those provided by law, (a) to enter any Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of

the owner of such Unit, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of this Declaration or of the By-Laws or of the Rules, and the Association, or its agents, shall not thereby be deemed guilty in any manner of trespass, or (b) to enjoin, abate or remedy, by appropriate legal proceedings either at law or in equity, the continuance of any breach.

B. INVOLUNTARY SALE

If any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit) shall violate any covenants or provisions contained in this Declaration or in the By-Laws or in the Rules, and such violation shall continue for thirty (30) days after notice in writing from the Association, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Association, the Association shall have the right, upon the giving of at least ten (10) days' prior written notice, to terminate the rights of such Unit Owner or Occupant to continue as a Unit Owner or Occupant and to continue to occupy, use or control his Unit. Thereupon, a legal action may be filed by the Association against such Unit Owner or Occupant for a decree of mandatory injunction against said Unit Owner or Occupant, or for a decree declaring the termination of the right of such Unit Owner or Occupant to occupy, use or control the Unit owned or occupied by him and ordering that all the right, title and interest of the Unit Owner or Occupant in his Ownership Interest or interest therein shall be sold (subject to any liens and encumbrances thereon) at a judicial sale upon such notice and terms as the court shall establish, except that the court may be requested to enjoin and restrain such Unit Owner or Occupant from reacquiring his Ownership Interest at such judicial sale. The Association, however, may acquire said Ownership Interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, receiver's fees, reasonable attorneys' fees and all other expenses of the proceedings, and all such items shall be taxed against such Unit Owner or Occupant in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments owing to the Association or any liens required to be discharged, shall be paid to the Unit Owner or Occupant. Upon the confirmation of such sale, the purchaser thereat shall, subject to the rights and privileges of the Association provided in Article XX hereof, thereupon be entitled to a conveyance of the Ownership Interest therein and to immediate possession of the Unit so conveyed, and may apply to the court for a writ for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in such Ownership Interest or interest therein subject to this Declaration. Such purchaser shall not be liable for the prior Common Expenses pursuant to Paragraph F of Article IX herein.

ARTICLE XXI

SALE, LEASING OR OTHER ALIENATION

A. SALE OR LEASE

(1) Any Unit Owner, other than the Grantor, its legal representatives, successors and assigns, who wishes to sell or lease his Ownership Interest therein (or any lessee of any Ownership Interest wishing to assign or sublease such Ownership Interest) to any person shall give to the Board, not less than thirty (30) days prior to the date of the proposed sale or lease, written notice of the terms of any proposed sale or lease, together with his name and address, the Unit of which he is the owner and which is to be the subject matter of the proposed sale or lease, the name and address of the proposed purchaser or lessee, the amount deemed by him to constitute the fair market value of such Ownership Interest, and the amount of any liens and encumbrances thereon. The Board, acting on behalf of consenting Unit Owners as hereinafter provided, shall at all times have the first right and option to purchase or lease such Ownership Interest or interest therein upon the same terms, which option shall expire thirty (30) days after the date of receipt by it of such notice; provided, however, that if the proposed purchase or lease shall be for a consideration which the Board does not deem to reflect the fair market value of such Ownership Interest or interest therein, the Board may, within ten (10) days after the service of such written notice by the Unit Owner, so notify the Unit Owner in writing and specify a different amount as to the fair market value of said Ownership Interest or interest therein and elect to exercise said option in the manner, within the period and on the terms, as follows:

(a) The Board, acting on behalf of consenting Unit Owners as hereinafter provided shall have the first right and option to purchase or lease such Ownership Interest or interest therein for cash at the fair market value thereof less the amount of any liens or encumbrances thereon.

(b) The fair market value of the Ownership Interest or interest therein involved shall be deemed to be the amount specified by the Board, unless either (a) the Board and the Unit Owner at any time within twenty (20) days after the service of such notice by the Unit Owner agree upon a different amount, or (b) either the Unit Owner or the Board, within said twenty (20) day period (but not thereafter) serves a written notice on the other that he or it desires that the determination of such fair market value shall be made by a board of appraisers, in which case such determination shall be made by the majority vote of a board of three (3) appraisers, one (1) of whom shall be appointed by the Board and the other of whom shall

be appointed by the Unit Owner, each such appointment to be made within five (5) days after the receipt by the other party of the aforesaid notice, and the third of whom shall be appointed by the first two (2) appraisers within five (5) days after the last of their respective appointments. Upon such determination, said appraisers shall promptly give written notice thereof to the Unit Owner and the Board. The Board's option to purchase or otherwise acquire said Ownership Interest or interest therein shall expire fifteen (15) days after the date the fair market value thereof becomes fixed as aforesaid.

(2) If said option is not exercised by the Board within the aforesaid option period, the Unit Owner (or any lessee of an Ownership Interest wishing to assign or sublease such Ownership Interest) may, upon the expiration of said option, contract to sell or lease (or sublease or assign) such Ownership Interest or such interest therein to the proposed purchaser or lessee named in such notice upon the terms specified therein. The Board's option to purchase or otherwise acquire said Ownership Interest or interest therein shall never be predicated on race, color, creed, religious belief, ancestry or national origin. Anything herein to the contrary notwithstanding, no Unit shall be leased to any transient tenant and no lease of any Unit shall be for less than thirty (30) days.

B. GIFT

Any Unit Owner, other than the Grantor, who wishes to make a gift of his Ownership Interest or any interest therein to any person or persons who would not be heirs-at-law of the Unit Owner under the Statute of Descent and Distribution of the State of Ohio shall give to the Board not less than ninety (90) days' written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The members of the Board and their successors in office, acting on behalf of the other Unit Owners, shall at all times have the first right and option to purchase such Ownership Interest or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the Unit Owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrator. The two (2) arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the three (3) arbitrators shall determine, by majority vote, the fair market value of the Ownership Interest or interest therein which the Unit Owner contemplates conveying by gift, and shall thereupon give written notice

of such determination to the Unit Owner and the Board. The Board's option to purchase the Ownership Interest or interest therein shall expire forty-five (45) days after the date of receipt by it of such notice. If either party shall fail to select an appraiser, then the one (1) designated by the other party shall make the appraisal.

C. DEVISE

In the event any Unit Owner dies leaving a Will devising his or her Ownership Interest, or any interest therein, to any person or persons not heirs-at-law of the deceased owner under the Statute of Descent and Distribution of the State of Ohio, and said Will is admitted to probate, the members of the Board and their successors in office, acting on behalf of the other Unit Owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Ownership Interest or interest therein either from the devisee or devisees thereof named in said Will or, if a power of sale is conferred by said Will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased Unit Owner, the Board shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two (2) so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three (3) arbitrators shall determine, by majority vote, the fair market value of the Ownership Interest or interest therein devised by the deceased Unit Owner, and shall thereupon give written notice of such determination to the Board and said devisee or devisees, or personal representative, as the case may be. If the Board fails to select an appraiser within the time specified above, all rights of the Board under this Paragraph shall terminate. If the personal representative or devisee or devisees fail to select an appraiser within the time specified above, the appraiser selected by the Board shall appoint another qualified appraiser and the two (2) shall proceed to determine the fair market value within fifteen (15) days of said selection and shall give notice of said determination as provided above. In the event they cannot agree, they shall select a third appraiser within said period and proceed to determine the fair market value as provided above. The Board's right to purchase the Ownership Interest or interest therein at the price determined by the three (3) arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the

deceased Unit Owner is empowered to sell and shall expire ten (10) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the rights of the members of the Board, acting on behalf of the other Unit Owners, or their authorized representative, pursuant to authority given to the Board by the Unit Owners as hereinafter provided, to bid at any sale of the Ownership Interest or interest therein of any deceased Unit Owner which sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased Unit Owner's estate which contains his or her Ownership Interest or interest therein.

D. INVOLUNTARY SALE

(1) In the event any Ownership Interest or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the Unit so sold, give to the Board, not less than thirty (30) days prior to the date such person intends to take possession, written notice of such intention together with his name and address, the Unit purchased, and the purchase price, whereupon the members of the Board, acting on behalf of consenting Unit Owners as hereinafter provided, shall have the first right and option to purchase such Ownership Interest or interest therein at the same price for which it was sold at such sale; provided, however, that as to any mortgagee purchasing at such sale, the purchase price shall be the price for which it was sold at such sale or the fair market value thereof, whichever is higher. Any mortgagee purchasing at such sale, shall, if it deems said fair market value to be higher than the price for which it was sold at said sale, specify in the notice provided for hereinabove, the fair market value of such Ownership Interest or interest therein. If the Board does not deem the amount so specified in said notice to be the fair market value thereof, then the Board may elect to exercise such option in the manner, within the period, and on the terms set forth in Paragraph A of this Article XXI. Except as otherwise provided herein, if said option is not exercised by the Board within said thirty (30) days after receipt of such notice it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Board shall be deemed to have exercised its option if it tenders to an escrow agent selected by it the required sum of money for the account of the purchaser within said thirty (30) day period.

(2) In the event any Unit Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or deed of trust on or against his Ownership Interest or interest therein, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have, in addition to any right of subrogation resulting from such payment, a lien therefor against such Ownership Interest or interest therein, which lien shall have the same force and effect and may be enforced in the same manner as a lien of the Association.

E. CONSUMMATION OF PURCHASE

Any option exercisable by the Board hereunder may be exercised within the respective option period by delivery by the Board of written notice of such exercise to the person or persons required to sell any Ownership Interest or interest therein to the Board in accordance with the provisions of this Article XXI. Any purchase effected pursuant to the provisions of this Article XXI shall be made by the payment of the purchase price by the Board, on behalf of the consenting Unit Owners, in return for a conveyance of the Ownership Interest or interest therein to the President or Secretary of the Association as trustee for all consenting Unit Owners. Such conveyance and payment shall be made within twenty (20) days after the exercise of any option by the Board as in this Article XXI provided.

F. CONSENT OF VOTING MEMBERS

The Board shall not exercise any option hereinabove set forth to purchase any Ownership Interest or interest therein without the prior written consent of Unit Owners entitled to exercise not less than seventy-five per cent (75%) of the voting power in the Association and whose Ownership Interests are not the subject matter of such option. The members of the Board or their duly authorized representatives, acting on behalf of the other Unit Owners, may bid to purchase at any sale of the Ownership Interest or interest therein, which said sale is held pursuant to an order or direction of a court, upon the prior written consent of the aforesaid voting members whose Ownership Interests are not subject to the sale, which said consent shall set forth a maximum price which the members of the Board or their duly authorized representatives are authorized to bid and pay for said Ownership Interests or interest therein.

G. RELEASE, WAIVER, AND EXCEPTIONS TO OPTION

Upon the consent of a majority of the then existing members of the Board, any of the options contained in this Article XXI may be released or waived and in such event the Ownership Interest or interest therein which is subject to an option set forth in this Article XXI may be sold, conveyed or leased as contemplated in that instance free and clear of the provisions of this Article XXI. In addition, none of the options contained in this Article XXI shall

be applicable to (a) any sales, leases or subleases of any Ownership Interest with respect to which the Grantor is the grantor, lessor or sublessor, respectively, or with respect to which the grantee, lessee or sublessee, respectively, is procured by or through the Grantor (or its designee) for its own account, or (b) the sale of an Ownership Interest in a first mortgage foreclosure sale, the conveyance of an Ownership Interest to the holder of a first mortgage upon an Ownership Interest by a deed given in lieu of foreclosure, and a conveyance of an Ownership Interest by a person or entity which was a first mortgagee and which acquired title to the Ownership Interest in a foreclosure of the mortgage thereon or by a deed in lieu thereof.

H. EVIDENCE OF TERMINATION OF OPTION

A certificate executed and acknowledged by the General Partner of the Grantor, of its affiliate, if it is the managing agent, or of the Association stating that the provisions of this Article XXI as hereinabove set forth have been met by a Unit Owner, or duly waived or released, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the Unit Owners, in favor of all persons who rely thereon in good faith, and, upon request, such certificate shall be furnished by the Association to any person or persons who have in fact complied with the provisions of this Article XXI, or with respect to whom the provisions of this Article XXI have been waived or released, upon payment of a reasonable charge, not to exceed Ten Dollars (\$10.00) in any instance.

I. FINANCING OF PURCHASE UNDER OPTION

(1) Acquisition of any Ownership Interest or interest therein under the provisions of this Article XXI shall be made from the reserve for contingencies and replacements for the account of consenting Unit Owners. If said reserve is insufficient, the Association shall levy a special assessment against each consenting Unit Owner in the proportion that his percentage of interest in the Common Areas and Facilities bears to the percentage of interest in the Common Areas and the Facilities of all consenting Unit Owners, which assessment shall become a lien and be enforceable as a lien for Common Expenses.

(2) The Board in its discretion, may borrow money to finance the acquisition of any Ownership Interest or interest therein authorized by this Article XXI; provided, however, that no financing may be secured by an encumbrance on or hypothecation of any portion of the Condominium Property other than the Ownership Interest or interest therein to be acquired. The loan documents evidencing such borrowing may be executed by the members of the Board, a nominee of the Board, or by a land trust of which the Board shall be the beneficiary.

J. TITLE TO ACQUIRED INTERESTS

Ownership Interests or interests therein acquired pursuant to the terms of this Article XXI shall be held of record in the name of the President or Secretary of the Association as trustee for all consenting Unit Owners. Such holding shall be for the benefit of all the Unit Owners consenting to and participating in such acquisition. Said Ownership Interests or interests therein shall be sold or leased by the Board for the benefit of such Unit Owners. All net proceeds of any such sale or leasing shall be deposited in the reserve fund and may thereafter be disbursed or credited at such time and in such manner as the Board may determine for the account of such consenting Unit Owners.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

A. GRANTOR'S RIGHTS PENDING SALE OF SIXTY PER CENT OF UNITS

Until such time as Grantor, or its successors or assigns, shall have constructed residential buildings on Phase No. 1 Parcel, and on Phase Nos. 2 to 7 Parcels, inclusive, or any one or more of said Parcels, or any portion thereof, and added the same to this Declaration pursuant to Article XVI and XVII hereof, and consummated the sale of not less than sixty per cent (60%) of all the Units comprised in the Phase Nos. 1 to 7 Parcels, inclusive, or any one or more of said Parcels, or any portion thereof, and added to this Declaration pursuant to Articles XVI and XVII hereof, and a meeting of the Association at which a Board is elected has been held, but not in any event later than fifteen (15) years after the date this Declaration is filed for record in the office of the Cuyahoga County Recorder, Grantor may exercise all of the powers, rights, duties and functions of the Association and of the Board, including, without limitation, the power to determine the amount of, and to levy special assessments and assessments for Common Expenses, and the right to enter into, on behalf of the Association, the Management Agreement referred to in Paragraph A(8) of Article VI hereof.

B. RIGHTS AND OBLIGATIONS OF GRANTOR PENDING SALE OF EACH UNIT

So long as Grantor owns one or more Units, Grantor shall be subject to the provisions of this Declaration, the Drawings, and the By-Laws; except that Grantor may sell, lease, convey, license, use, and otherwise contract with respect to, Units owned by Grantor without approval of the Board, the provisions of Paragraph Q of Article XI hereof and Article XXI hereof being inapplicable to Grantor and to Ownership Interests owned by Grantor.

C. NOTICES OF MORTGAGES

Any Unit Owner who mortgages his Ownership Interest or interest therein, shall notify the Association, in such manner as the Association may direct, of the name and address of his mortgagees and thereafter shall notify the Association of the payment, cancellation or other alteration in the status of such mortgages. The Association shall maintain such information in a book entitled "Mortgagees of Units".

D. COPIES OF NOTICES TO MORTGAGEES

Upon written request to the Board, the holder of any duly recorded mortgage on any Ownership Interest or interest therein shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner or Owners whose Ownership Interest or interest therein is subject to such mortgage.

E. COVENANTS RUNNING WITH THE LAND

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

F. TERMINATION

Upon the removal of the Condominium Property from the provisions of Chapter 5311, all easements, covenants and other rights, benefits, privileges, impositions and obligations declared herein to run with the land or any Ownership Interest or interest therein shall terminate and be of no further force or effect.

G. WAIVER

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

H. SEVERABILITY

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

I. TIME LIMITS

If any of the privileges, covenants or rights, created by this Declaration 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 of America, and of Walter F. Mondale, Vice-President of the United States of America.

J. LIABILITY

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

K. SERVICE OF NOTICES ON THE BOARD

Notices required to be given to the Board or the Association may be delivered to any two (2) members of the Board or to the President of the Association, either personally or by certified mail, with postage prepaid, addressed to such members or officer at their respective Units.

L. SERVICES OF NOTICES ON UNIT OWNERS

Unless otherwise expressly provided for herein, any notices required or desired to be given to the Unit Owners or to any one or more of them shall be in writing and shall be deemed to have been effectively given if it shall have been (1) delivered personally to the Unit Owner or Unit Owners (if there be more than one person owning a single Unit, a notice given to any one of such several persons shall be deemed to have been given personally to all of the persons owning an interest in such Unit), (2) placed beneath the main entrance door of the Unit (it shall then be deemed to have been given to all persons owning an interest in such Unit), or (3) sent by certified or registered mail, return receipt requested, with postage prepaid, addressed to the Unit Owner at the mailing address of his Unit.

M. NOTICE TO DIVISEE OR REPRESENTATIVE OF DECEASED OWNER

Notices required to be given any devisee or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the Court wherein the estate of such deceased Unit Owner is being administered.

N. HEADINGS

The heading to each Paragraph and each Article hereof is inserted only as a matter of convenience for reference and does not in any way define, limit or describe the scope or intent of this Declaration nor in any way affect this Declaration.

O. INTERPRETATION

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

P. GRANTOR

Notwithstanding any provision to the contrary herein, all rights, privileges, benefits, powers and authority vested in, or reserved by, Grantor under or by virtue of any provision in this Declaration shall be deemed to be vested in, or reserved for, the successors and assigns of Grantor to the same extent and effect as Grantor.

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 27 day of December, 1977.

In the Presence of:

[Signature]

[Signature]

[Signature]

[Signature]

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. Zaremba, President

AUTHORIZED PARTNERS OF YORK-RIDGE
DEVELOPMENT COMPANY

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

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. Zaremba 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 27 day of December, 1977.

[Signature]
NOTARY PUBLIC

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

CONSENT OF MORTGAGEE

The undersigned, The Ohio Savings Association, an Ohio corporation, is mortgagee of premises described in the within Declaration of Condominium Ownership for Buntingtree Condominium by virtue of Mortgage Deeds executed by York-Ridge Development Company, and recorded in Mortgage Records of The Recorder of Cuyahoga County in Volume 14339, Page 575, and Volume 14589, Page 75.

The undersigned hereby consents to the execution and delivery of the foregoing Declaration of Condominium Ownership, with the By-Laws, Drawings and Management Agreement attached as exhibits thereto, and to the filing thereof in the Office of the County Recorder of Cuyahoga County, Ohio, and, further, subjects and subordinates said Mortgage Deed to the foregoing Declaration of Condominium Ownership, with the By-Laws, Drawings and Management Agreement attached as exhibits thereto, and to the provisions of Chapter 5311 of the Ohio Revised Code.

Signed and acknowledged in the presence of:

THE OHIO SAVINGS ASSOCIATION,
an Ohio corporation

Susan McInnes

By Robert M. Thomas
Robert M. Thomas, Vice President

Linda R. Redmond

By David C. Houghtlin
David C. Houghtlin, Vice President

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State personally appeared Robert M. Thomas, the Vice President, and David C. Houghtlin, the Vice President of THE OHIO SAVINGS ASSOCIATION, who, having been first duly sworn acknowledged that they did execute the foregoing instrument and that the same was their free act and deed individually and as such officers and the free act and deed of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio this 9th day of January, 19 78.

Susan McInnes
NOTARY PUBLIC

SUSAN WINNIE, Notary Public
State of Ohio, Commission Expires
March 1, 1979

EXHIBIT "A-1"

SKETCH

to accompany

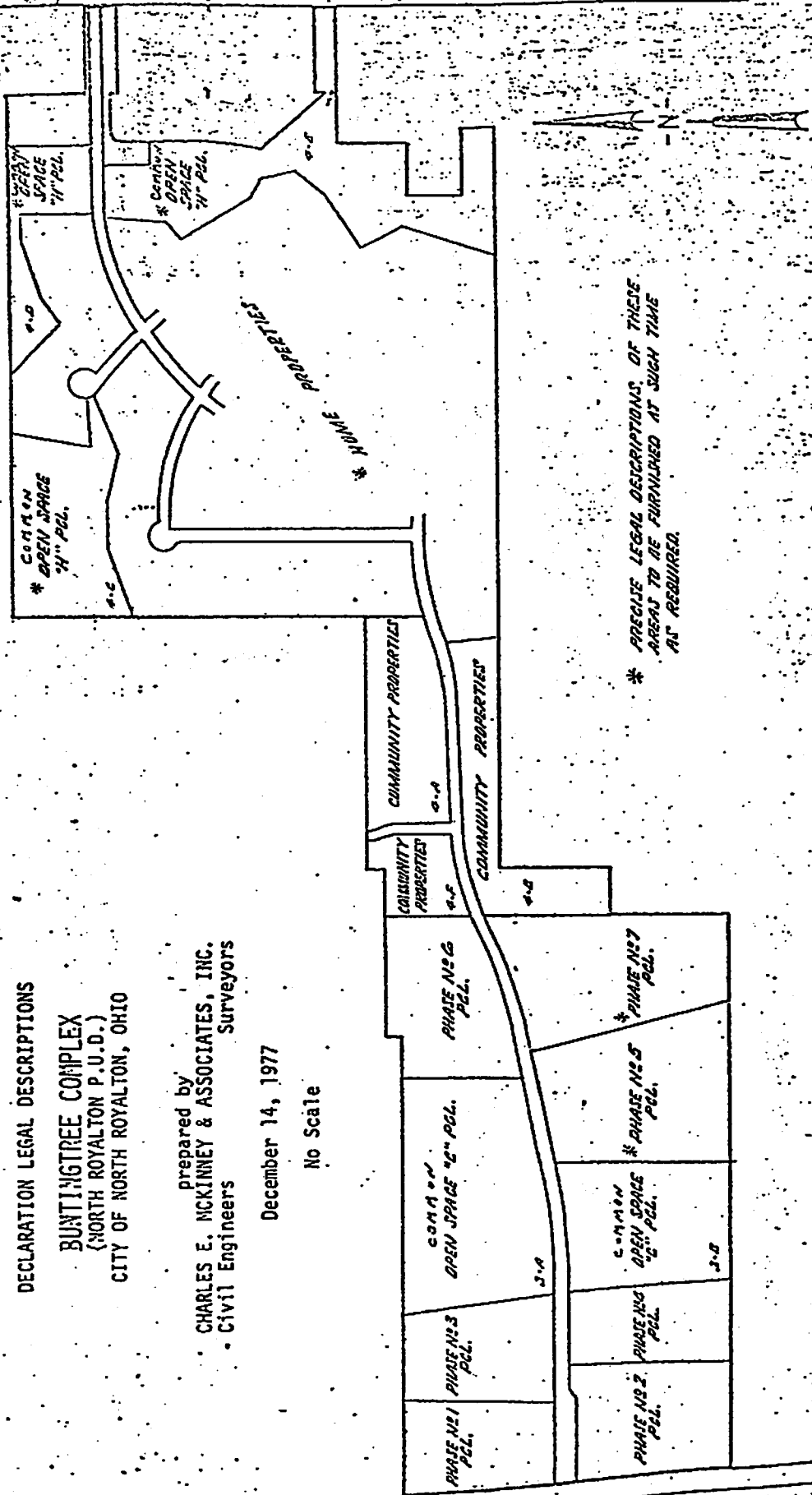
DECLARATION LEGAL DESCRIPTIONS

BUNTINGTREE COMPLEX
(NORTH ROYALTON P.U.D.)
CITY OF NORTH ROYALTON, OHIO

prepared by
CHARLES E. MCKINNEY & ASSOCIATES, INC.
Surveyors
Civil Engineers

December 14, 1977

No Scale



* PRECISE LEGAL DESCRIPTIONS OF THESE AREAS TO BE FURNISHED AT SUCH TIME AS REQUIRED.

YORK ROAD

RIDGE ROAD

EXHIBIT "B"

PERCENTAGE OF INTEREST IN COMMON AREAS AND FACILITIES

PHASE I

<u>Unit No.</u>	<u>Percentage of Interest</u>
<u>Building No. 1</u>	
101	03.1200
102	03.0052
103	03.0052
104	03.0052
105	03.0052
106	03.1200
<u>Building No. 2</u>	
107	03.1200
108	03.0052
109	03.0052
110	03.0052
111	03.0052
112	03.1200
<u>Building No. 3</u>	
113	02.9480
114	02.8332
115	02.8332
116	02.9480
<u>Building No. 4</u>	
117	02.9480
118	02.8332
119	02.8332
120	02.9480
<u>Building No. 5</u>	
121	02.9480
122	02.8332
123	02.8332
124	02.9480
<u>Building No. 6</u>	
125	02.9480
126	02.8332
127	02.8332
128	02.8332
129	02.8332
130	02.9480
<u>Building No. 7</u>	
131	02.9480
132	02.8332
133	02.8332
134	02.9480