AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR WHITETAIL RUN CONDOMINIUM

THIS DECLARATION made at Cleveland, Ohio, by SNAVELY WHITETAIL RUN, INC., a corporation organized and existing under Ohio Law, hereinafter referred to as "Declarant",

WITNESSETH: THAT

WHEREAS, the Declarant was the owner of the real estate referred to herein as "Parcel No. 1" and described in Exhibit No. 1 attached hereto and made a part hereof; and

WHEREAS, Declarant was also the owner of the real estate contiguous to Parcel No. 1 referred to herein as the "Additional Property" and described in Exhibit No. 2 attached hereto and made a part hereof; and

WHEREAS, it is the desire and intention of the Declarant to enable Parcel No. 1 together with the buildings, structures, improvements and fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anyway pertaining thereto, (hereinafter called the "Property") owned by Declarant and by each successor of the Declarant who stands in the same relation to the Property as the Declarant under that certain form of cooperative ownership commonly known as "CONDOMINIUM", and to submit the Property to the provisions of the "Condominium Property Act" of the State of Ohio, being Chapter 5311 of the Ohio Revised Code; and

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

portion or portions thereof, to the provisions of the aforesaid "Condominium Property Act"; and

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

WHEREAS, the Declarant desired and intended that the several owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of the Property and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property; and

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

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

ARTICLE I

DEFINITIONS

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

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

(B) "Additional Property" means the land or improvements or any portion or portions thereof that may be added in the future to the Condominium Property, legal descriptions of the parcels constituting the Additional Property are described in Exhibit No. "2" attached hereto and made a part hereof as if fully rewritten herein.

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

(D) "Association" means the organization of all the owners of Units in the Condominium Property that administers the Condominium Property, the Association being known as Whitetail Run Condominium Owners' Association. The Association is hereinafter sometimes called the "Unit Owners Association".

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

(F) "Common Elements" includes, unless otherwise provided in the Declaration, the following parts of the Condominium Property:

(1) The real estate described in the Declaration.

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

(a) The foundations, columns, girders, beams, supports, supporting walls and roofs;

(b) The roadways, drives, yards, gardens, and parking areas;

(c) Easements created for the benefit of the Condominium Property;

(d) Installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air-conditioning and incinerating;

(e) In general, all apparatus and installations existing for common use;

(f) Such community facilities as may be provided for in the Declaration;

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

(G) "Common Assessments" means assessments charged proportionately against all Units for common purposes.

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

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

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

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

(L) "Condominium Development" means a Condominium Property in which two or more individual dwelling Units, together with undivided interests in the Common Elements of the Property, are offered for sale pursuant to a common promotional plan.

(M) "Condominium Instruments" means this Declaration and accompanying Drawings, the Bylaws of the Association, any contracts pertaining to the management of the Condominium Property, and all other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium Property or a Unit.

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

(O) "Condominium Property" (and/or "Property") means Parcel No. 1, all buildings, improvements and structures on Parcel No. 1, all easements, rights and appurtenances belonging to Parcel No. 1, and all articles of personal property submitted to the provisions of the Act; provided, however, when the Additional Property or any portion or portions thereof, has been added to the Condominium Property pursuant to the provisions of Article XI, hereof, the term "Condominium Property" shall also include the Additional Property, or any portion or portions thereof, together with all buildings, improvements, and structures belonging to the Additional Property, all easements, rights, and appurtenances belonging to the Additional Property, and all articles of personal property, submitted to the provisions of the Act.

(P) "Declaration" means the instrument by which the Property is submitted to Chapter 5311 of the Ohio Revised Code and any and all amendments to the Declaration.

(Q) "Master Association" means Whitetail Run Community Association, Inc., a non-profit Ohio Corporation.

(R) "Master Declaration" means Master Declaration of Covenants, Conditions, Easements and Restrictions of Whitetail Run, South Russell, Ohio, recorded November 18, 1987, in Volume 799, Page 773 et seq., of Geauga County Records. The Master Declaration creates rights, obligations, easements, covenants and restrictions that affect the Condominium Property, the Additional Property and other lands. The Master Declaration grants and reserves easements for access, maintenance, utility and other purposes for the benefit of said properties.

The Master Declaration further provides for the creation of Whitetail Run Community Association, Inc., an Ohio not-for-profit corporation, for the ownership and operation of certain facilities to serve the Condominium Development, Additional Property and other lands; and for the ownership, operation, maintenance and repair of lands intended to remain as open areas, roadways, utilities, and other amenities and facilities to be used in common by the Condominium Development, the Additional Property and other lands. The Master Declaration further imposes covenants and restrictions upon the Condominium Development and the Additional Property and imposes assessments upon the Unit Owners of the Condominium Development and the Additional Property to provide sufficient funds for Whitetail Run Community Association, Inc. to carry out its responsibilities.

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

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

(U) "Parcel No. 1" means the real estate described in Exhibit No. "1" attached hereto and made a part hereof.

(V) "Parcel No. 1 Buildings" means the buildings, structures, improvements and fixtures constructed on Parcel No. 1.

(W) "Purchaser" includes both an actual and prospective purchaser of a Condominium Ownership Interest.

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

(Y) "Sale of a Condominium Ownership Interest" means the execution by both parties of an agreement for the conveyance or transfer for consideration of a Condominium Ownership Interest except s ale of a Condominium Ownership Interest for the purposes of this Declaration shall not include a transfer of two or more Units from the Declarant to another developer, a subsidiary of the Declarant, or a financial institution for the purpose of facilitating the sale of or the development of the remaining or unsold portion of the Property.

(Z) "Unit" means a part of the Condominium Property consisting of one or more rooms on one or more floors of a building and designated as a Unit in the Declaration and delineated on the Drawings provided for in Section 5311.07 of the Act. "Unit" is more fully defined in Article II(A) hereof.

(AA) "Unit Owner" means a person who owns a Condominium Ownership Interest in a Unit.

(BB) "Unit Owners Association" means the organization of all the owners of Units in the Condominium Property that administers the Condominium Property. The Unit Owners' Association is Whitetail Run Condominium Owners' Association. The Unit Owners Association is hereinafter sometimes called the "Association."

ARTICLE II

ESTABLISHMENT OF CONDOMINIUM OWNERSHIP AND DIVISION OF CONDOMINIUM PROPERTY

Declarant, in order to establish a plan of condominium ownership for the Condominium Property, hereby submitted the Condominium Property, hereinbefore described, to the provisions of Chapter 5311 of the Ohio Revised Code. The Condominium Property, including the structures thereon, containing an aggregate of forty-four (44) separate apartments or Units, is hereby divided into forty-four (44) separately designated and legally described freehold estates, and one freehold estate hereinafter described and referred to as "Common Elements".

Insofar as is possible, all the particulars of the land, buildings, and other improvements, including but not limited to, the layout, location, designations and dimensions of each Unit, the layout, location and dimensions of the Common Elements and Limited Common Elements, and the location and dimensions of all appurtenant easements are shown graphically on the set of drawings incorporated herein by reference as Exhibit "A". Such set of drawings is hereinafter referred to as the "Drawings" or "Allotted Drawings" and the separate drawings comprising the set are hereinafter referred to by reference to the exhibit designations thereon.

(A) Units. Each of the four-four (44) Units hereinbefore declared and established as a freehold estate shall consist of all the space bounded by the interior (un-drywalled) surfaces of the perimeter walls, floors and ceilings of each such Unit, including the vestibule, if any, immediately adjacent to each such Unit, projected, if necessary, by reason of structural divisions such as interior walls and

other partitions, the layout, location, designation and dimensions of each such Unit being shown on the Allotted Drawings incorporated herein by reference as Exhibit "A", and including, without limitation:

All drywall or wood-subfloor contiguous to the undecorated interior surfaces of the perimeter walls, floors and ceilings of a Unit.

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

All window sashes and doors exclusive of door frames in the interior and perimeter walls and space occupied thereby.

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

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

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

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

But excepting therefrom all of the following items located within the bounds of the Unit as described above, but to the extent the following are Common Elements or Limited Common Elements as defined in this Declaration, are to be used and enjoyed by the Owner or Occupant of the Unit in or to which they are appurtenant:

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

All doors, door frames, glass doors, skylights, if any, and windows (and the glass and frames constituting or included therein) and window sashes, affixed to the perimeter walls, floors and roofs or ceilings of a Unit, which are hereby declared to be parts of said walls, floors and roofs.

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

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

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

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

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

The layout, location, designation and dimensions of all Units are shown on the Allotted Drawings in Exhibit "A" incorporated herein by reference. Each Unit has a direct exit to a public street or to a Common Elements leading to a public street.

A narrative description of the Buildings and the Units contained therein is attached hereto and made a part hereof as Exhibit "D". Any inconsistencies between the narrative description of the Buildings and the Units as set forth in

Exhibit "D" and the Allotted Drawings shall be resolved in favor of the Allotted Drawings.

(B) Common Elements.

(1) Description of Common Elements. The entire balance of the land and improvements thereon, including but not limited to, all buildings, foundations, roofs, main and supporting walls, exterior parking spaces, roadways, drives, storage spaces, if any, community facilities, if any, pumps, trees, lawns, gardens, pavement, balconies, porches, stoops, wires, conduits, utility lines and ducts now or hereafter situated on the Condominium Property, all as hereinbefore more specifically described in Article I(E) hereof, are hereby declared and established as the Common Elements. Specifically, all electric fixtures, utility pipes and lines, faucets, shower heads, plugs, connections, or fixtures as defined by the laws of the State of Ohio and all replacements thereof shall be a part of the Common Elements. Unless otherwise provided by the Unit Owners' Association, however, the care, maintenance, repair and replacement of all or any portion of such elements or fixtures located within a Unit shall be the responsibility of the owner of such Unit.

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

(a) All structural interior walls and one-half of any wall separating one Unit from the other, doors (including the entrance door to each Unit and all hardware attached thereto), floors, ceilings, skylights, if any, and rafter ceilings located within the bounds of such Unit, excluding the structural and component parts thereof;

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

(c) All ducts and plumbing, electrical and other fixtures, equipment and appurtenances, including the individual air-conditioning compressor for each Unit which is located outside the bounds of the Unit but which

serves only the particular Unit, all other heating, air-conditioning and ventilating equipment and systems located in a Unit, thermostats and control devices, if any, and sanitary and storm sewer cleanouts located within the bounds of such Unit or located outside the bounds of a Unit but serving a particular Unit, and the structure for any of the foregoing (and space thereof), if any, located outside such Unit containing equipment serving only such Unit;

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

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

(f) All flowerboxes attached to a Unit and the mail box serving a Unit;

(g) An area adjacent to the rear of each Unit, and shown as a Limited Common Element on the Drawings. Subject to Board approval, such area may be improved with a patio, plantings (including shrubs and flowers), fencing and similar improvements. A Unit Owner may also construct a screened-in porch or seasonal "sunroom," in accordance with the specifications established by the Board, on a portion of said Limited Common Element in accordance with the following requirements:

(i) that approval by the Board and by the Design Review Committee referred to in the Master Declaration be obtained as to type and design of the porch, the same to be compatible with the Building containing the Unit;

(ii) that the porch be constructed in accordance with applicable laws;

(iii) that the Unit Owner insures the porch and furnishes the Board with evidence of such insurance;

(iv) that the Unit Owner must also sign and record a Deed Restriction regarding the installation with all costs to be charged to the Unit Owner; and

(v) that the Unit Owner shall have an "as built" drawing of the porch prepared by a registered architect and shall file the same with the Geauga County Recorder as an amendment to the Drawings in accordance with the Act;

Furthermore, a Unit Owner, with prior Board and Design Review Committee approval, shall have the right to install a board-on-board or stockade-type fence within said Limited Common Element provided the height of the fence does not exceed six (6) feet, and provided further that the fence complies with the requirements of the Village of South Russell;

(h) All walks exclusively serving a Unit; and

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

(3) Use of Common Elements. Each owner of a Unit shall own an undivided interest in the Common Elements as a tenant in common with all other such owners, and, except as otherwise limited in this Declaration and in the Bylaws attached hereto as Exhibit "B", each owner shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence and such other incidental uses permitted by this Declaration and the Bylaws, including the non-exclusive easement, together with other Unit Owners, to the use and enjoyment of the Common Elements and for ingress and egress to and from the respective Units, which rights shall be appurtenant to and shall run with his Unit. The extent of such ownership in the Common Elements is hereby deemed and expressed by the percentage amount hereinafter set forth; such percentage amount shall remain constant and shall not be changed except by an amendment to this Declaration unanimously approved by all Unit Owners affected, or except by amendment to this Declaration in the manner provided in Article XII herein for the purpose of adding to the Condominium Property pursuant to Article XI herein.

(4) Ownership of Common Elements. The percentage of ownership of the Common Elements attributable to the ownership interest in each Unit, together with the percentage of interest in the Association for the division of Common Expenses, Common Assessments, Common Surplus, Common Profits and Common Losses, as hereinafter described in Article V, Section (B), of this Declaration, shall be in accordance with Exhibit "E" attached hereto and made a part hereof

The percentage of interest in the Common Elements is computed in the proportion that the square footage of each Unit bears to the aggregate square footage of all Units. For purposes of conveyance of title to Purchasers of individual Units, description by Unit number and reference to this Declaration, any amendments hereto and the Drawings and any amendments to the Drawings shall be sufficient to convey the Unit and the Ownership Interest in the Common Elements (including the Limited Common Elements) appurtenant thereto.

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

(6) **Use of Common Elements**

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

(b) Management Agreement. Except as otherwise provided herein, management, repair, alteration and improvement of the Common Elements shall be the responsibility of the Association. The Declarant for and on behalf of the Association, upon its creation, shall enter into a Management Agreement with Stevens Management Co., the Management Agreement to be in the form of Exhibit "C" attached hereto and made a part hereof, delegating to Declarant the Association's primary authority and responsibility to manage, repair, alter and improve the Common Elements. As stated in Exhibit "C", the Management Agreement shall be for a term of three (3) years unless the Management Agreement is terminated earlier in accordance with the terms thereof. The initial three (3) year term shall commence on the date of filing for record of a deed following the first sale of a Condominium Ownership Interest in the Condominium Property. Notwithstanding the foregoing, (i) the Association shall not be obligated under the provisions of the Management Agreement for a period which exceeds more than one (1) year from and after the date of the meeting of Unit Owners following the earlier of five (5) years from the date of the establishment of the Association or thirty (30) days after the sale and conveyance of Condominium Ownership Interests to purchasers in good faith for value to which appertain seventy-five percent (75%) of the undivided interests in the Common Elements calculated by comparing the number of Units sold and conveyed on Parcel No. 1 and the Additional Property to the maximum number of Units that may be created thereon pursuant to Article XI hereof, to wit: forty-four (44) Units; and (ii) either party may terminate the Management Agreement, without cause and without payment of a termination fee, upon ninety (90) days' written notice to the other party. In the event of termination pursuant to (i) above, the Management Agreement may thereafter be renewed with the approval of Unit Owners entitled to exercise a majority of the voting power of the Association.

(c) Use of Common Elements. Subject to the Rules from time to time promulgated by the Association, all owners may use the Common Elements in such manner as will not restrict, interfere with or impede the use thereof by the other owners.

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

(1) The Association. The Association shall manage the Common Elements and shall maintain and keep the same in a state of good working order, condition and repair, in a clean, neat, safe and sanitary condition, and in conformity with all laws, ordinances and regulations applicable to the Common Elements, by promptly, properly and in a good and workmanlike manner, making

all repairs, replacements, alterations and other improvements necessary to comply with the foregoing. The Association shall also be responsible for repairing all damage to a Unit caused by the Association, including damage caused by performance by the Association of its obligations hereunder. The Association shall also be responsible for landscape and maintenance of the portion of the Manor Brook Drive right-of-way that is adjacent to the Condominium Development and for irrigation (sprinkling) of such area. The Association shall also be responsible for maintenance and repair of the walks serving each Unit, including snow removal. The Association shall also be responsible for landscape maintenance of the yard area for each Unit shown as Limited Common Elements in the Drawings. As provided in Article II(B)(6)(b) hereof, the Association may delegate all or any portion of its authority to discharge such responsibility to a manager or Managing Agent.

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

(a) To maintain, repair and replace at his expense all portions of his Unit, and all internal installations of such Unit such as appliances, plumbing, electrical and air conditioning fixtures or installations, including, but not limited to the cost to install, maintain, repair and replace a water meter to serve only his Unit, whether or not it is located within the Unit boundaries, and any portion of any other utility service facilities located within the Unit boundaries, other than such utility facilities serving other Units, and to assume the same responsibility with respect to the other Limited Common Elements belonging to his Unit. Each Unit Owner is responsible for watering the landscaped area adjacent to his Unit or making water available to the Association, property management company, and landscape contractors.

(b) Not to make any alterations in the portions of the Unit or the Common Elements, including Limited Common Elements, which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Units or the Common Elements without first obtaining the written consent of the Board, nor shall any Unit Owner impair any easement without first obtaining the written consents of the Association and of the person or persons for whose benefit such easement exists.

(c) Not to enclose, paint or otherwise decorate or change the appearance of any portion of the Condominium Property not within the walls of the Unit, unless the written consent of the Board of the Association and Master Association are first obtained.

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

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

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

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

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

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

ARTICLE III

PROVISIONS AS TO EASEMENTS, UNITS, AND COMMON ELEMENTS

Declarant hereby created by grant or reservation, as the case may be, in perpetuity, for its benefit and for the benefit of each Unit Owner, each mortgagee in whose favor a mortgage shall be granted with respect to any Unit, the Association, and to any other person now having or hereafter having an interest in Parcel No. 1 and the Additional Property or any part thereof, and the respective heirs, devisees, executors, administrators, personal representatives, successors and assigns of the foregoing persons, the following non-exclusive rights and easements:

(A) Master Declaration of Covenants, Conditions, Easements and Restrictions of Whitetail Run. The Master Declaration creates rights, obligations, easements, covenants and restrictions that affect the Condominium Property, the Additional Property and other lands. The Master Declaration grants and reserves easements for access, maintenance, utility and other purposes for the benefit of said properties. The Master Declaration further provides for the creation of Whitetail Run Community Association, Inc., an Ohio not-for-profit corporation, for the ownership and operation of certain facilities to serve the Condominium Development, Additional Property and other lands; and for the ownership,

operation, maintenance and repair of lands intended to remain as open areas, roadways, utilities, and other amenities and facilities to be used in common by the Condominium Development, the Additional Property and other lands. The Master Declaration further imposes covenants and restrictions upon the Condominium Development and the Additional Property and imposes Assessments upon the Unit Owners of the Condominium Development and the Additional Property to provide sufficient funds for Whitetail Run Community Association, Inc. to carry out its responsibilities.

(B) Roadway, Utility and Other Easements. Subject to the Master Declaration, the right and easement to construct, install, repair, replace, relocate, operate and maintain roadways, driveways, sidewalks, water mains with service connections, storm and sanitary sewer lines, steam, electric, gas and telephone lines, conduits, and transmission and meter devices and other utilities, in, on, under and/or over the Condominium Property; the right and easement to construct, install, repair, replace, relocate, operate and maintain television cable lines and other television reception devices and security devices; the right and easement to construct, install, repair, replace, relocate, operate and maintain that portion of the heating, air-conditioning and other equipment and systems located outside of the bounds of a Unit but which serves only a particular Unit. There is further reserved the right and easement for the Declarant, the property management company and the landscape company retained by the Association to use the outdoor faucets for each Unit for the purpose of watering the yard areas adjacent to each Unit.

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

(D) Maintenance Easements. Easements in favor of the Association over the Units and Limited Common Elements for access as may be necessary for the purpose of maintaining the Common Elements and easements in favor of each Unit Owner over the Common Elements for access to his Unit Easements in favor of each Unit Owner to and through the Common Elements as may be necessary for the use of water, gas, storm and sanitary sewers, electric and telephone lines, and other utilities now or hereafter existing within the walls; easements for the use of television cable lines and other television reception devises, subject to the provisions of Article VII(D) hereof; easements for the use of security alarms and other security devises; easements in favor of each Unit Owner to hang pictures, mirrors and the like upon the walls of his Unit; easements in favor of the Association to the use of outdoor faucets of each Unit for the purpose of watering the yard areas adjacent to each Unit.

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

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

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

(H) Reservation by Declarant of Easements for Ingress and Egress. The Declarant herein hereby reserved unto itself for as long as the Declarant owns a Condominium Ownership Interest in the Condominium Property or Additional Property the easement and right for the benefit of and use by Declarant, and its agents, officers, directors, employees, licensees, servants, tenants, personal representatives, successors and assigns for ingress and egress by foot, automobile and otherwise over, through and under the Condominium Property and any part thereof other than a Unit not owned by the Declarant.

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

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

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

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

ARTICLE IV

UNIT OWNERS' ASSOCIATION OF WHITETAIL RUN CONDOMINIUM

(A) Membership. Declarant caused to be formed an Ohio corporation not for profit to be called WHITETAIL RUN CONDOMINIUM OWNERS' ASSOCIATION which shall administer the Condominium Property. Each Unit Owner, upon acquisition of title to a Unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Unit ownership, at which time the new owner of such Unit shall automatically become a member of the Association. The Board of Directors and officers of the Association elected as provided in the Bylaws of the

Association, attached hereto as Exhibit "B", shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, by the Bylaws and by this Declaration upon the Association, except as otherwise specifically provided; provided, however, that in the event any such power, duty or right shall be deemed exercisable or dischargeable by, or vested in, an officer or a member of the Board of Directors, solely in his capacity as an officer or a member of the Board of Directors, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this Declaration and the Bylaws attached hereto as Exhibit "B".

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

(C) Service of Process. The person to receive service of process for the Association shall be as designated by the Board. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

ARTICLE V

ASSESSMENTS

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

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

(1) First, to interest owed to the Association;

(2) Second, to administrative late fees owed to the Association;

(3) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and

(4) Fourth, to the principal amounts the Unit Owner owes to the Association for the Common Expenses or enforcement Assessments chargeable against the Unit.

(B) Division of Common Expenses.

(1) In connection with the administration, operation, maintenance, repair and replacement of the Condominium Property, the following Common Expenses shall be computed and assessed on an equal per Unit basis:

(a) Expenses that arise out of the maintenance, repair, and replacement of security, telecommunications, rubbish removal, roads, entrances, landscaping, and grounds care, including any driveway, parking area, walkway, gatehouse, animal trapping, pond treatment, shrub/tree preventative care, snow removal and utilities or other exterior improvement that is not part of a residential building and that the Association is responsible to maintain along with any reserve funds allocated to such non-building related maintenance, repair or replacement; and,

(b) Expenses that arise out of the administration, including bank service charges and postage, operation, including accounting, legal fees and management fees, if any.

(2) Expenses not included in the above subparagraphs (a) or (b), including, but not limited to, all building-related insurance, maintenance, repair and replacement expenses, including reserve funds pertaining to same, shall be computed and assessed based on the percentage of interest

in the Common Elements (formerly known as Common Elements) allocated to each Unit.

(3) In the event of any uncertainty or dispute as to whether a given Common Expense should be computed on an equal per Unit basis or based on the percentage of ownership interest, the Board's determination, exercised in good faith, as to the appropriate computation shall be final, provided that such determination shall thereafter be consistently followed.

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

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

In accordance with Ohio Revised Code Section 5311.18(A)(1)(b), the Association has a lien upon each Unit's ownership interest for any unpaid interest, administrative late fees, enforcement assessments, and collection costs, attorney's fees, and paralegal fees.

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

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

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

(H) Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Unit, other than by deed in lieu of foreclosure, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments levied by the Association against the grantor and his Unit for his share of Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board of Directors of the Association setting forth the amount of all unpaid assessments against the grantor due the Association, and such grantee shall not be liable for nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement.

ARTICLE VI

INSURANCE AND RECONSTRUCTION

(A) Casualty Insurance. The Association, as a Common Expense, shall obtain for the benefit of the Association, all of the Unit Owners and their respective mortgagees, as their interests may appear, and thereafter maintain in full force and effect at all times, insurance (except such insurance as may be separately provided for by a Unit, Owner pursuant to Article VI(C) of this Declaration) on the following (comprising and being hereinafter referred to as the "Insured Property"): The Parcel No. 1 Buildings including the Additional Property Buildings if and when the Additional Property Buildings are added to the Condominium Development, all other structures and improvements and facilities now and at any time hereafter constituting a part of the Condominium Property and all personal property owned by the Association. Said insurance will afford protection against loss or damage by fire, lighting and such other perils as are now or hereafter covered by the standard form extended coverage endorsement commonly issued in Geauga County, Ohio and such other risks as from time to time customarily will be covered with respect to buildings, structures, improvements and facilities similar in construction, location and use as the buildings, structures, improvements and facilities comprised as part of the Condominium Property, including without limitations, vandalism, malicious mischief, windstorm, and water damage caused by covered perils, subject to such reasonable deductible amounts as the Board shall determine. The casualty insurance to be purchased hereunder shall be in an amount equal to not less than one hundred percent (100%) of the full replacement cost of the Insured Property, exclusive of excavations and foundations and exclusive of such improvements to individual Units which may be

separately insured by Unit Owners as provided in Article VI(C) of this Declaration. The amount of casualty insurance shall be reviewed annually and adjusted if necessary. The cost of an appraisal shall be a Common Expense. Such casualty insurance shall provide (1) for the issuance of certificates of insurance to the Unit Owners, (2) for the issuance of certificates of insurance to the holders of mortgages on the Units, (3) that for the purpose of such insurance, improvements to Units made by Unit Owners shall not affect the valuation of the Insured Property, (4) that the insurer waives all defenses based upon the "increase in hazard" provision, co-insurance, invalidity arising by acts of an insured, or similar defenses and waiving the so-called "vacancy" clause, (5) that the insurer waives its right of subrogation against Declarant, Unit Owners, the Association, any Managing Agent and their respective families, agents, tenants, guests and employees and all persons lawfully in possession or control of any part of the Condominium Property, (6) that the insurer waives its right to elect to restore the Condominium Property, or any part thereof, in lieu of making a cash settlement in the case of the termination of this Condominium as provided for in this Declaration or pursuant to the provisions of the Act, and (7) that coverage under such insurance will not be terminated, cancelled or materially modified without ten (10) days' prior written notice to all insureds, including each mortgagee holding a mortgage encumbering a Unit. The Association shall pay the premiums for the insurance herein required at least thirty (30) days prior to the expiration date thereof. Certificates of such insurance, together with proof of payment of the premium therefor, shall be delivered by the Association to each Unit Owner and its respective mortgagee(s) at least ten (10) days prior to the expiration of the then current policy(s). Furthermore, the Association shall have the right, but not the obligation, to insure portions of a Unit and the provisions of this Article IV shall not invalidate any such insurance.

(B) Insurance Beneficiaries. All casualty insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their respective mortgagee(s), as their respective interest may appear. Such casualty insurance policies shall provide that all proceeds payable as a result of losses shall be paid to the Association as trustee for the Unit Owners and their respective mortgagees, except that if a bank, savings and loan association or other institutional mortgagee is the holder of mortgages on five (5) or more Units at the time of the loss, such mortgagee shall have the right to be named as an additional payee on the insurance draft issued in settlement of such loss.

(C) Unit Owners' Insurance. Except as expressly provided in this Article VI(C), no Unit Owner shall separately insure his Unit or any part thereof against loss by fire or other casualty intended to be covered by the insurance described in Article VI(A) of this Declaration. Should any Unit Owner violate this provision, any diminution in insurance proceeds resulting from the existence of such other insurance, and/or failure to have the proceeds of such other insurance payable pursuant to the provisions of Article VI(A) of this Declaration shall be chargeable to the Unit Owner who acquired such other insurance, who shall be liable to the Association to the extent of any such diminution and/or loss of proceeds. Any improvements made by a Unit Owner within his Unit, as well as the personal property of a Unit Owner, may be separately insured by such Unit Owner. Any such insurance policy(s) shall contain the waiver of subrogation provisions referred to in Article VI(A) of this Declaration. The Association shall have the right, but not the obligation, to insure portions of a Unit and the provisions of this Article VI shall not invalidate any such insurance.

(D) Insurance Prior to Formation of Association. Notwithstanding the foregoing, until the Association is formed, the insurance required to be procured by the Association shall instead be procured by the Declarant.

(E) Liability Insurance. The following provisions shall govern in respect of liability insurance:

(1) The Association, as a Common Expense, shall purchase a policy or policies of comprehensive liability insurance, and thereafter maintain the same in full force and effect at all times, insuring the Association, the Board, the Managing Agent, if any, the Unit Owners, and Occupants of Units other than Unit Owners against liability for bodily injury (including death) or property damage occurring upon, in or about, or arising from the Common Elements; such insurance shall afford protection to a limit of not less than Five Hundred Thousand Dollars ($500,000.00) in respect to bodily injury suffered by any one (1) person, and to the limit of not less than One Million Dollars ($1,000,000.00) in respect to any one (1) such occurrence, and to the limit of not less than One Hundred Thousand Dollars ($100,000.00) in respect to damage to or destruction of property. Such liability insurance shall contain a cross-liability endorsement to cover liability of one insured to the other.

(2) Such comprehensive liability policy shall not insure against liability for bodily injury or property damage occurring within an individual Unit. A Unit Owner may carry such additional personal liability insurance as he may desire.

(3) Notwithstanding the foregoing, until the Association is formed, such comprehensive liability insurance to be procured by the Association shall instead be procured by the Declarant.

(F) Additional Insurance. The Association shall also obtain such other insurance as the Board in its discretion may determine.

(G) Damage or Destruction. The following provisions shall govern in the event of any damage or destruction to the Insured Property:

(1) In the event of any damage or destruction of any of the Insured Property, if the proceeds of any policy or policies insuring against such damage or destruction and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction, shall be undertaken by the Association and the insurance proceeds shall be applied in payment therefor; provided, however, that in the event, within ninety (90) days after such damage or destruction, the Unit Owners, if they are entitled to do so pursuant to Article VI(G)(3) of this Declaration shall elect not to repair, restore or reconstruct, then such repair, restoration or reconstruction shall not be undertaken.

(2) In the event the damage or destruction of the Insured Property shall be attributed to any cause or peril which is not insured against, or if insured against, the insurance proceeds shall not be sufficient to pay the cost of repair, restoration or reconstruction, then (unless the Unit Owners shall within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to Article V1(G)(3) of this Declaration, elect not to repair, restore or reconstruct such Insured Property) such deficiency shall be provided either by means of Common Assessments 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 restoration and replacement of the Common Elements or any combination of the foregoing methods, as the Board in its sole discretion may determine.

(3) In the event any damage or destruction renders fifty percent (50%) or more of the Units uninhabitable, the Unit Owners may, by the vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, elect not to repair, restore or reconstruct the Insured Property at a meeting which shall be called within sixty (60) 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 Elements. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged. Upon such payment, the interest of the Unit Owner in the Condominium Property shall terminate, and the Unit Owner shall execute and deliver any and all documents or instruments as may be reasonably requested by the Association to evidence such termination. Moreover, in the event of any such sale of the Condominium Property, the members of the Board are hereby authorized to execute and deliver, on behalf of the Association and all of the Unit Owners, any instruments necessary or required to effect such sale or sales and each Unit Owner shall be obligated to execute and deliver such instruments and to perform such acts as may be necessary or required to effect such sale or sales.

(4) Immediately after any damage or destruction to all or any part of the Condominium Property which is required to be covered by insurance carried by the Association in accordance with the provisions of Article VI(A) of this Declaration, and Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair, restoration or reconstruction of the damaged or destroyed property. Such costs may include professional fees of attorneys, public insurance adjusters and others and premiums for bonds. Repair, restore or reconstruct, as used in this subsection (G)(4), means repairing, reconstructing or restoring the Insured Property to substantially the same condition to which it existed prior to such damage or destruction. Each Unit Owner upon acquisition of title to his Unit, shall be deemed to have delegated, to the Declarant, prior to the formation of the Association, and thereafter to the Board, or their respective agents, his right to adjust with insurance companies all losses under the casualty insurance required to be carried by the Association pursuant to Article VI(A) of this Declaration.

(5) Except as otherwise provided in Article VI(G)(3) of this Declaration, if all or any part of the Insured Property shall be damaged or destroyed, the Association shall cause the same to be restored substantially in accordance with the Drawings.

(6) Unless the Unit Owners shall have elected not to restore such damage pursuant to Article VI(G)(3) of this Declaration, each Unit Owner shall repair and restore that portion of his Unit not required to be covered under the casualty insurance required to be carried by the Association pursuant to Article VI(A) of this Declaration.

(7) With respect to all policies of insurance obtained by the Association and by the Unit Owners, the Association and each Unit Owner do hereby waive (to the extent permitted by such policy, but only to the extent of the proceeds payable in connection therewith) all rights of recovery and causes of action against each other, the Unit Owners, the members of the family of each Unit Owner and his tenants and any other Occupants of the Condominium Property, the Association, the Board, and the Managing Agent, if any, for any loss which may result from any of the perils insured against under any such policies; and each such policy shall provide for a release by the insurance company issuing such policy of such of its rights of subrogation thereunder as shall be co-extensive with the foregoing waivers.

(8) The proceeds of insurance collected on account of a casualty, and the Assessments on account of such casualty and/or appropriations from any funds set aside for such purpose, shall constitute a construction fund which shall be disbursed by the Association in payment of the cost of repair, restoration or reconstruction, from time to time as the work progresses. The Association shall make such disbursements upon its receipt of certificates from the architect or general contractor selected by it to be in charge of the repair, restoration or reconstruction. Said certificates shall: (i) state that the sum requested is justly due to the contractors, subcontractors, materialmen, architects or other persons who rendered services or furnished materials in connection with the work; (ii) give a brief description of the services and materials for which such progress payment is requested; (iii) state that the sum requested does not exceed the value of the services and materials described in the certificate; (iv) state that except for the amount stated in such certificate to be due as aforesaid and for work subsequently performed, there is no outstanding indebtedness known to the person signing such certificate after due inquiry which might become the basis of a mechanics', materialmen's or similar lien for such work upon the Common Elements or any

Unit; and (v) state that the cost of the work remaining to be done subsequent to the date of said certificate, does not exceed the amount of the construction fund remaining with the Association after the payment of the sums so requested. If there is a balance in the construction fund after payment of all costs of repair, reconstruction or restoration, such balance shall be distributed jointly to the Unit Owners and their respective mortgagees who are the beneficial owners of the funds.

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

ARTICLE VII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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

(A) No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit shall be used as a residence by the Unit Owner and his family, or by lessees or guests of the Unit Owner and his family, except for such limited professional or commercial use as the Declarant or the Board of Directors, upon application of an Owner or Purchaser, from time to time may authorize as not being inconsistent with the residential character of the Condominium Property and not being in violation of the zoning ordinances of the Village of South Russell.

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

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

of insurance on the building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(D) Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, or exposed on, at or from any window, without the prior consent of the Board. Furthermore, no curtains, drapes, shades or blind shall be displayed in or from any window or glass door of a building without the prior written consent of the Association unless the part thereof within view from the exterior of a building is white, near white or beige in color.

(E) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, or in the Limited Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to Rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' notice from the Board.

(F) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements or Limited Common Elements nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants.

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

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

(I) There shall be no parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements and that balcony, porch deck and patio areas, if any, must be used for their intended purposes.

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

(K) Except as provided in Section (A) of this Article, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property, nor shall any “For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Unit therein, except as otherwise set forth in this Declaration. Nothing in this Declaration or the Bylaws shall be construed to prohibit, and the right is hereby reserved by the Declarant and granted to the Association, to offer Cablevision of Geauga County or a similar cable T.V. service, or other "commercial" enterprises in the Common Elements, provided that such operation shall be primarily intended for the convenience and welfare of the Owners of the Condominium Property notwithstanding that the enterprise(s) may produce a profit. The right is reserved by the Declarant, or its agent, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee. The right is reserved by the Declarant, or its agent, to use any unsold Unit or Units for sales or display purposes.

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

(M) These restrictions are in addition to the restrictions contained in the Master Declaration. Furthermore, in the event of a conflict between the restrictions contained herein and the restrictions contained in the Master Declaration, the more restrictive restrictions shall prevail.

(N) In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Unit Owner shall, within thirty (30) days of the recording of this Amendment recorded on March 10, 2005, or within thirty (30) days of title transferring to the Unit Owner, provide to the Association the Unit Owner's and/or all occupants’ names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any person who

manages the Unit as an agent of that Owner. Any change in the information shall be provided to the Board, in writing, within thirty (30) days of said change.

(O) A person who is classified as a Tier II or Tier III sex offender/child-victim offender, or any future equivalent classification under the law, and for whom the County Sheriff or other government entity must provide community notice of the sex offender's residential address, is prohibited from residing in or occupying a Unit and from remaining in or on the Condominium Property for any length of time. The classification of a sex offender/child-victim offender and the determination of whether notice is required is made by a court of law in accordance with the Ohio Sex Offenders Act, or similar statute from another jurisdiction as either may be amended or renamed from time to time. The Association is not liable to any Unit Owner, Occupant, or visitor of any Unit Owner, or of the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce any provision of this Occupancy Restriction.

ARTICLE VIII

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 percent (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 this Unit as of the date such vote is taken and (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, in return for a conveyance of his Ownership Interest, subject to such liens and encumbrances, to the Board of Directors and their successors in office, or such nominee as they shall designate, for the benefit of all the 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 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 appraisers, one of whom shall be appointed by the Board, one of whom shall be appointed by such Unit Owner, and the third of whom shall be appointed by the first two appraisers.

ARTICLE IX

SALE OF THE PROPERTY

The owners by affirmative vote of not less than eighty-five percent (85%) of the voting power, 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 a 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 interest, as determined by a fair appraisal by an appraiser agreed to by such Unit Owner and the Board, less the amount of any first mortgage lien and other encumbrances and less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement by such owner and the Board to select such an appraiser, such Unit Owner and the Board shall each select an appraiser and the two so selected shall select a third appraiser, and the fair market value, as determined by a majority of the three 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. The appraisal expense shall be borne one-half (1/2) by the Unit Owner and one-half (1/2) by the Association. If the Condominium Property is sold, the proceeds of sale shall be received and held by the Association in trust for the benefit of the Unit Owners and their respective mortgagees as their respective interests may appear, and such proceeds shall be disbursed as soon as possible to satisfy first mortgage liens, unpaid assessments and other liens and encumbrances, with the balance to be distributed to the Unit Owners.

ARTICLE X

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

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

(1) to enter upon the portion of the Condominium Development which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration or of the Bylaws or the Rules, and the Declarant, or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or

(2) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

(B) Involuntary Sale. If any owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the Rules adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Board, then the Board shall have the right, upon the giving of at least ten (10) days' prior written notice, to terminate the rights of such Unit Owner to continue as an owner and continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the Unit Owner for a decree of mandatory injunction against the Owner or Occupant or, in the alternative, a decree declaring the termination of the right of such Unit Owner to occupy, use or control the Unit owned by him, and ordering that all the right, title and interest of the Owner in the Property shall be sold at a judicial sale upon such notice and terms as the court shall establish,

except that the court shall enjoin and restrain such Unit Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall be paid to discharge court costs, mortgages and any other liens and encumbrances of record, in the order of their priority, and all such items shall be taxed against such Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid Assessments owing to the Association or any liens required to be discharged shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit ownership and to immediate possession of the Unit sold and may apply to the court for a writ for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

(C) **Enforcement Assessments.** In accordance with Ohio Revised Code Section 5311.081(B)(12), the Board shall have the authority to impose interest and administrative late fees for the late payment of Assessments; impose returned check charges; and, in accordance with the procedure outlined in Ohio Revised Code Section 5311.081(C)(1), impose reasonable enforcement assessments for violations of the Declaration, the Bylaws, and the Rules of the Association, and reasonable charges for damage to the Common Elements.

The Board will impose the following enforcement procedure for levying enforcement assessments:

(1) Prior to imposing a charge for damages or an enforcement assessment, the Board will give the Unit Owner a written notice, which may be in the form of electronic mail to an electronic mail address previously provided by the Unit Owner in writing, that includes:

(a) A description of the property damage or violation;

(b) The amount of the proposed charge or assessment;

(c) A statement that the Unit Owner has a right to a hearing before the Board to contest the proposed charge or assessment;

(d) A statement setting forth the procedures to request a hearing;

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

(2) Hearing Requirements:

(a) To request a hearing, the Unit Owner must deliver a written notice to the Board not later than the tenth day after receiving the notice required above. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment.

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

(c) The Board will not levy a charge or assessment before holding a properly requested hearing.

(3) The Board may allow a reasonable time to cure a violation described above before imposing a charge or assessment.

(4) Within 30 days following a hearing at which the Board imposes a charge or assessment, the Association will deliver a written notice of the charge or assessment to the Unit Owner.

(5) The Association will deliver any written notice required above to the Unit Owner or any occupant of the Unit by personal delivery, by electronic mail, by certified mail, return receipt requested, or by regular mail.

ARTICLE XI

ADDITIONS TO CONDOMINIUM PROPERTY

Declarant contemplated constructing certain residential structures and other improvements on the Additional Property and submitting the Additional Property together with the buildings and other improvements to be constructed thereon (being hereinbefore defined as the "Additional Property Buildings") and all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners to the provisions of this Declaration and the Act, so the same will become in all respects part of the Condominium Property. Declarant's right to submit the Additional Property and the Additional Property Buildings to be constructed thereon to the provisions of this Declaration and the Act shall be in accordance with the following provisions:

(A) Declarant hereby reserved the right and option, but not the obligation, to submit the Additional Property, or any portion or portions thereof, in one (1) or more submissions, together with the Additional Property Buildings which may be 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 the Act.

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

(C) Declarant had a period of seven (7) years from the date the Declaration was filed for record, which was recorded on November 18, 1987, to expand the Condominium Property to include the Additional Property. Other than the expiration of the time limit set forth above, there are no circumstances that will terminate the Declarant's right to expand the Condominium Property to include the Additional Property.

(D) A metes and bounds legal description of the Additional Property is set forth in Exhibit No. 2 hereof.

(E) The Declarant was not obligated to expand the Condominium Property to include all or any portion of the Additional Property.

(F) The Declarant had the right to expand the Condominium Property to include the Additional Property, or any portion thereof, in one (1) or more submissions. There are no limitations fixing the boundaries of the portions of the Additional Property that the Declarant may submit to the Condominium Property and there are no limitations on the order in which portions of the Additional Property may be submitted to the Condominium Property.

(G) Except for private deed restrictions and except for the requirements of the governmental authorities having jurisdiction over the same, including the zoning requirements of the Village of South Russell, there are no limitations as to the location of any improvements that may be made on any portion of the Additional Property.

(H) The Declarant anticipated constructing up to forty (40) Units on the Additional Property, for a total number of Units on Parcel No. 1 and the Additional Property of forty-four (44) Units, at the average density of one (1) Unit per one and one-tenth (1-1/10) acres based on the zoning code of the Village of South Russell. Such density includes "open space" conveyed to the Master Association.

(I) The Units to be constructed on the Additional Property are restricted exclusively to residential and related uses.

(J) Although the Declarant anticipated that the Additional Property Buildings shall be compatible with the Parcel No. I Buildings with respect to quality of construction, principal materials to be used and architectural style, the Additional Property Buildings need not be compatible with the Parcel No. 1 Buildings with respect to the foregoing.

(K) The Declarant was not obligated to construct improvements on the Additional Property. Except for private deed restrictions, if any, and except for the requirements of the governmental authorities having jurisdiction over the same, including the zoning and building requirements of the Village of South Russell, there are no restrictions or limitations upon the improvements that may be made upon the Additional Property.

(L) Although the Declarant anticipated that the Units to be constructed on the Additional Property will be substantially identical to the Units constructed on Parcel No. 1, the Units to be constructed on the Additional Property need not be substantially identical to the Units constructed on Parcel No. 1. Except for private deed restrictions, if any, and except for the requirements of the governmental authorities having jurisdiction over the types of Units to be

constructed on the Additional Property, including the zoning and building requirements of the Village of South Russell, there are no limitations on the types of Units that may be constructed on the Additional Property.

(M) The Declarant was not reserving any right to either create Limited Common Elements within any portion of the Additional Property (except for the Limited Common Elements referred to in Article II(B)(2) of this Declaration) or to designate Common Elements within the Additional Property or any portion thereof that may subsequently be assigned as Limited Common Elements.

(N) The Declarant reserved the right to assign its rights and option to expand the Condominium Property to include the Additional Property, or any portion thereof, to any successor of the Declarant who stands in the same relationship to the Condominium Development as the Declarant.

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

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

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

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

(3) To provide that the owners of Units in the Additional Property Buildings shall have an interest in the Common Elements of the Condominium Property and to amend Exhibit "E" hereof so as to establish the percentage of interest in the Common Elements which the owners of all Units within the Buildings on the Condominium Property will have at the time of such amendment, which percentage shall be, with respect to each Unit, in the proportion that the square footage of each Unit on the date said amendment is filed for record bears to the then aggregate square footage of all the Units within the Buildings on the Condominium Property, which determination shall be made by Declarant and shall be conclusive and binding upon all Unit Owners.

ARTICLE XII

AMENDMENT OF DECLARATION

(A) In General. Except where otherwise provided in this Article XII or In any of the other Articles of this Declaration or by the Act, the provisions of this Declaration may be amended by an instrument in writing setting forth specifically the item or items to be amended and/or any new matter to be added, which instrument shall have been duly authorized by the affirmative vote by written ballot of those Unit Owners having at least seventy-five percent (75%) of the voting power of the Association. Said instrument shall be signed and acknowledged by any two (2) officers of the Association and must contain the certification by the President or Secretary of the Association that a copy of the amendment has been mailed or hand delivered to all Unit Owners and all first mortgagees of Units and that Unit Owners having at least seventy-five percent (75%) of the voting power of the Association affirmatively approved the amendment. In the case of an amendment for the purpose of adding to the Condominium Property pursuant to Article XI hereof, this Declaration may be amended by an instrument in writing signed by at least one (1) officer of Declarant. If the Amendment relates to the duty of the Association to maintain, repair or replace the Common Elements or impose an Assessment for same, the written consent by the Village of South Russell shall be required for such amendment. An amendment hereunder must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and amendments hereto are recorded. Upon written request, the Declarant shall furnish a copy of an amendment for the purpose of adding to the Condominium Property pursuant to Article XI hereof to a Unit Owner and a first mortgagee of a Unit Owner. No amendment by the Board or Unit Owner shall have any effect, however, upon the Declarant, the rights of Declarant under this Declaration and upon the rights of, bona fide mortgagees until the

written consent of the Declarant and/or such mortgagees to such amendment has been secured. Such consents shall be retained by the Secretary of the Association or the Declarant, as the case may be, and the Secretary's certification in the instrument of amendment as to the consent or non-consent of Declarant and the names of the consenting and non-consenting mortgagees of the various Units may be relied upon by all persons for all purposes. An amendment hereunder shall be effective upon recordation of the amendment in the Office of the County Recorder of Geauga County, Ohio; provided, however, that no provision in the Declaration may be amended so as to conflict with the obligatory provisions of the Act.

(B) Special Amendment. Prior to the formation of the Association, Declarant shall have the right and power, and after the formation of the Association the Board shall have the right and power, to record a special amendment ("Special Amendment") to this Declaration at any time, and from time to time, which amends this Declaration (1) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (2) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Condominium Ownership Interests, (3) to bring this Declaration into compliance with the Act (4) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment hereto, or (5) to comply with the underwriting requirements of insurance companies providing casualty insurance, liability insurance and other insurance coverages for the Condominium Development, (6) to designate a successor to the person named to receive service of process for the Association. If the Association is incorporated in Ohio, this may be accomplished by filing with the Secretary of State an appropriate change of statutory agent designation, (7) to delete as void, any provision within the Declaration or Bylaws, or in any applicable restriction or covenant, that prohibits, limits the conveyance, encumbrance, rental, occupancy, or use of property subject to Revised Code Chapter 5311 on the basis of race, color, national origin, sex, religion, or familial status, or (8) to permit notices to Unit Owners, as required by the Declaration or Bylaws, to be sent by electronic mail and, if returned undeliverable, by regular mail, provided the Association has received the prior, written authorization from the Unit Owner. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant and/or to the Board to vote in favor of, make, or consent to a Special Amendment on behalf

of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of the power to the Declarant and/or to the Board to vote in favor or, make and record Special Amendments.

ARTICLE XIII

SUBDIVISION OR COMBINATION OF UNITS

(A) With the prior written approval of the Unit Owners (other than the Declarant) having at least two thirds (2/3) of the voting power of the Association, or first mortgagees holding at least two thirds (2/3) of the mortgages on the Units (based on one vote for each first mortgage owned) a Unit may be divided by the Unit Owner thereof into two or more separate new Units; and/or a Unit or any portions thereof may be transferred by the Unit Owner thereof to the Unit Owner(s) of a Unit or Units adjacent thereto and combined with such adjacent Unit or Units, and made a part thereof, for use together with such adjacent Unit or Units thereby forming a new Unit, and the Common Elements affected by such combination and/or division may be relocated as reasonably required to effect such combination and/or division. Any such change in Units is hereinafter referred to as a "Combination and/or Division". Any Combination and/or Division shall be done in conformity with the provisions of this Paragraph and shall be confirmed by an amendment to the Declaration and Drawings showing the Combination and/or Division.

Each Combination and/or Division shall comply with the following requirements:

(i) All Unit Owners whose Units are involved in the Combination and/or Division and all mortgagees of such Units must approve, in writing, the Combination and/or Division and must execute the amendment to the Declaration confirming the same.

(ii) The Combination and/or Division shall comply with all building and zoning requirements of the Village of South Russell and any other governmental authorities having jurisdiction or variances obtained from such authorities.

(iii) Any change in the percentage of ownership of Units in the Common Elements shall not affect any Units except the Units involved in the Combination and/or Division.

(iv) No Combination and/or Division shall adversely affect the (a) support, maintenance and/or safety of the Common Elements; (b) access to the Common Elements; and/or (c) any utility or service equipment, lines, pipes, wires, ducts or conduits serving the Condominium Property.

(B) The Unit Owner or Unit Owners desiring to make such Combination and/or Division shall make written application to the Board acting on behalf of the Association requesting an amendment to the Declaration (including the Drawings), the application to be accompanied by: (i) an architect's drawing of the proposed alterations of the affected Unit or Units and the affected Common Elements certified pursuant to Ohio Revised Code Section 5311.07; and (ii) a calculation of the reallocation of the percentage of interest in the Common Elements appurtenant to such Units affected by such proposed Combination and/or Division. If the Unit Owner or Unit Owners making application to the Board for approval of the Combination and/or Division have complied with the requirements of this Paragraph, the Board by at least a majority vote of its members shall give its approval of the Combination and/or Division and an officer of the Association shall indicate said approval on the amendment to the Declaration effecting the Combination and/or Division. If the Board, within fifteen days of the submission of such request fails to respond to said application, any one (1) owner of a Unit involved in the Combination and/or Division is hereby irrevocably empowered to execute the same as attorney-in-fact for the Board, this power being coupled with an interest. If an owner of a Unit so executes such amendment on behalf of the Board, such owner shall prepare and file with the amendment a notarized certificate stating that he submitted the amendment to the Board for approval; that the Board failed to approve the amendment within the aforesaid fifteen day period, that the amendment complies with the requirements of this Paragraph; and that he is executing the amendment pursuant to the provisions of this Paragraph. The Combination and/or Division shall be effective upon recording of an amendment to the Declaration (including the Drawings), consistent with and reflecting said Combination and/or Division, and executed by the Board (including an owner of a Unit acting on behalf of the Board pursuant to the power of attorney granted above) and by the Unit Owner or Unit Owners of the affected Unit or Units. Every other Unit Owner shall be deemed to have consented to any such amendment and no action or consent by or from such

other Unit Owners, and no further action or consent by or from the Board or Association, shall be necessary to make any such amendment effective. Such amendment shall also specify the resultant reapportionment of the percentage of interest in the Common Elements, the proportionate share of the Common Profits and Common Expenses and the voting power of the Unit or Units resulting from the Combination and/or Division, the total of which, in each case, shall equal the interest, share and voting power of the former Unit or Units involved in the Combination and/or Division. Any expenses incurred in connection with accomplishing the Combination and/or Division, including without limitation, engineering, surveying, architectural, legal and recording fees and expenses, shall be paid by the Unit Owner or Unit Owners of the Unit or Units involved, and such Unit Owner or Unit Owners shall be jointly and severally liable for the payment thereof.

(C) The part of the Common Elements separating and located between and exclusively serving two or more adjacent Units used together (including without limitation, portions of any hallway and any walls) may be altered to afford ingress and egress to and from such Units and to afford privacy to the Occupants of such Units when using such Common Elements, and that part of the Common Elements so altered may be used by the Unit Owner or Owners of such Units, provided that (i) the expense of such alterations shall be paid in full by the Unit Owner or Owners making such alteration; and (ii) such alteration shall not interfere with the use and enjoyment of the Common Elements (other than the aforesaid part of the Common Elements, separating such adjacent Units) by other Unit Owners.

ARTICLE XIV

CONDEMNATION

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

In the event that less than the entire Condominium Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium Development hereunder shall not terminate. Each Unit Owner shall be entitled to a share of the condemnation award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the condemnation award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Unit Owners, as follows: (A) the total amount allocated to taking of or injury to the Common Elements shall be apportioned among Unit Owners in proportion to their respective percentages of interest in the Common Elements; (B) the total amount allocated to severance damages shall be apportioned to those Units which were not taken or condemned; (C) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements a Unit Owner has made within his own Unit shall be apportioned to the particular Unit involved, and (D) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable under the circumstances. If an allocation of the condemnation award is already established in negotiation, judicial decree, or otherwise, then in allocating the condemnation award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made by checks payable jointly to the respective Unit Owners and their respective first mortgagees.

In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the ownership, voting rights, Assessment ratio and other rights determined in accordance with this Declaration according to the same principles employed in this Declaration and its inception and shall submit such reallocation to the Owners of the remaining Units for amendment of this Declaration and the amended Declaration shall be filed as required by law.

Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article VI hereof (Insurance and Reconstruction).

ARTICLE XV

RIGHTS OF FIRST MORTGAGEES

The following provisions inure to the benefit of each mortgagee holding a first mortgage encumbering a Unit:

(A) Default By Unit Owner. The holder of any first mortgage encumbering a Unit in respect of which the Unit Owner shall be in default for a period of sixty (60) days in the performance of his obligations under this Declaration, the Bylaws and/or the Rules shall be provided with notice of said default by the Association. Within sixty (60) days after receiving said notice from the Association, the holder of the mortgage encumbering said Unit may (but shall not be obligated to do so) cure said default. If, however, said default is not curable within said sixty (60) day period by reason of delay(s) beyond the reasonable control of said mortgagee, then, providing said mortgagee has commenced to cure said default within said sixty (60) day period and has continued thereafter with due diligence to complete the curing of said default, the time within which said mortgagee shall be permitted to cure said default shall be extended for a period co-extensive with said delay(s).

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

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

(D) Notices of Meetings to Mortgagees. Upon written request to the Association, each mortgagee shall have the right to receive notices of all meetings of the Association and to designate a representative to attend any such meeting.

(E) Special Federal Home Loan Mortgage Corporation Provisions.

(1) Unless two-thirds (2/3) of the first mortgagees or Unit Owners give their consent, the Association shall not: (a) by act or omission seek to abandon, become a partition, subdivide, encumber, sell or transfer any portion of the Condominium Property (the granting of easements for public utilities or for public purposes consistent with the intended use of the Condominium Property shall not be deemed a transfer); (b) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Unit Owner; (c) by act or omission change, waive or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance or maintenance of a Unit and of the Common Elements; (d) fail to maintain fire and extended coverage insurance as required by this Declaration; or (e) use hazard insurance proceeds for any Common Element losses for other than repair, replacement or reconstruction of the Condominium Property.

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

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

ARTICLE XVI

SALE, LEASING OR OTHER ALIENATION OF UNITS

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

(B) Unit Owner's Right to Lease Unit. No unit shall be leased by a Unit Owner to others for transient, hotel purposes, business, speculative, investment or any other purposes with the exception of units which are leased to the parent(s) or child(ren) of the Unit Owner. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Directors shall grant permission to an owner to lease all (but not less than all) of his Unit to a specified renter for a period of not less than six (6) consecutive months nor more than twelve (12) consecutive months. Any lease or sublease of a Unit for a period of less than six (6) months shall be deemed to be a lease or sublease for transient or hotel purposes. Any unit owner leasing his unit at the time of filing of this Amendment with the County Recorder, and who has registered his unit as a rental unit with the Association, shall continue to enjoy the privilege of renting that unit until the title to said unit is transferred to a subsequent owner. The hardship exception may in no event be extended beyond the one twelve (12) month period. The limitations with respect to the leasing of Units shall not apply to the Declarant or a first mortgagee of a Unit.

Each lease shall be in writing, and shall: (1) require the lessee to abide by the terms of the Master Declaration, this Declaration and the Bylaws, as well as any Rules and regulations adopted by the Association and provide that" any failure of a lessee to comply with the terms of the Master Declaration, this Declaration, the Bylaws and Rules shall be a default under the lease or sublease; and (2) that the Association shall have the right to require the Unit Owner to deposit with the Association such amount as the Association shall consider appropriate as security to provide funds for repairs and to assure compliance with this Declaration, the Bylaws and Rules.

The Unit Owner shall continue to be liable for all obligations of ownership of his Unit and shall be responsible to the Board of Directors for the conduct of his lessee. Copies of all such leases shall be delivered to the Board of Directors prior to the beginning of the lease term.

To the extent that any provision set forth in this Declaration and Bylaws regarding leasing and a right of first refusal is inconsistent with the requirement(s) of guaranteed or direct loan programs of the United Staties Department of Veterans Affairs, as set forth in Chapter 37 of Title 38, United States Code, or Part 36 of Title 38, Code of Federal Regulations ("DVA Financing"), such provision does not apply to any Unit that is: (i) encumbered by DVA Financing; or (ii) owned by the Department of Veterans Affairs.

ARTICLE XVII

REMOVAL FROM CONDOMINIUM OWNERSHIP

The Unit Owners by unanimous vote may elect to remove the Condominium Property from the provisions of the Act. In the event of such election, all liens and encumbrances, except taxes and assessments 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 Geauga County, Ohio, and by him recorded. Such certificate shall certify therein under oath that all liens and encumbrances, except taxes and assessments not then due and payable, upon all or part of the Common Elements have been paid, released or discharged; and, shall also be signed by the Unit Owners, each of whom shall certify therein under oath that all such liens and encumbrances on his Unit or Units have been paid, released or discharged. The Unit Owners shall supply the Village of South Russell with a copy of such certificate.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

(A) Interest on Deposits. Any deposit or down payment made in connection with the sale of a Condominium Ownership Interest by the Declarant shall be held in trust or escrow until delivered at settlement or returned to or otherwise credited to the Purchaser of such Unit or forfeited to the Declarant, and if a deposit or down payment of Two Thousand Dollars ($2,000.00) or more is held for more than ninety (90) days, interest at the rate of not less than four percent (4%) per annum for any period exceeding ninety (90) days shall be credited to the Purchaser of such Unit at settlement or upon return or other credit made to the Purchaser, or added to any forfeiture to the Declarant. Deposits and down payments held in trust or escrow pursuant to this Article shall not be subject to attachment by creditors of the Declarant or a Purchaser of a Condominium Ownership Interest.

(B) Non-Retention of Property Interest in Common Elements by Declarant. Notwithstanding any of the other provisions contained herein, the Declarant shall not retain a property interest in any of the Common Elements after control of the Condominium Development is assumed by the Association except in

the Declarant's capacity as a Unit Owner of unsold Condominium Ownership Interests and except as permitted by Section 5311.25(8) of the Act.

(C) Warranties. Solely and only to the extent such warranties are or may be required by the provisions of Section 5311.25(E) of the Act, and solely in connection with the sale of a Condominium Ownership Interest(s) by Declarant,

(1) The Declarant shall furnish a two (2) year warranty covering the full cost of labor and materials for any repair or replacement of roof and structural components, and mechanical, electrical, plumbing and common service elements serving the Condominium Development as a whole occasioned or necessitated by a defect in material or workmanship and shall furnish a one (1) year warranty covering the full cost of labor and materials for any repair or replacement of structural, mechanical and other elements pertaining to each Unit occasioned or necessitated by a defect in material or workmanship.

(2) The two (2) year warranty shall commence: (a) for property submitted by the original Declaration on the date the deed or other evidence of ownership is filed for record following the sale of the first Condominium Ownership Interest in the Condominium Development to a Purchaser in good faith for value of a Unit; and (b) for Additional Property submitted by amendment to the Declaration pursuant to Article XI hereof, on the date the deed or other evidence of ownership is filed for record following the sale of the first Condominium Ownership Interest in such phase for the Additional Property to a good faith purchaser for value of a Unit.

(3) The one (1) year warranty shall commence on the date the deed or other evidence of ownership is filed for record following the first sale of a Condominium Ownership Interest to a Purchaser in good faith for value.

(4) With respect to appliances installed and furnished as a part of a Unit by the Declarant, the Declarant shall assign to each Purchaser of a Unit the express and implied warranties of the manufacturers of such appliances in satisfaction of the Declarant's warranty of such appliances, except the Declarant's warranty of each Unit hereunder includes the warranty that the appliances are properly installed.

(5) All warranties made to the Declarant that exceed the time periods specified above with respect to any part of the Units or Common Elements shall be assigned to the Purchasers of Units. Furthermore, the Declarant reserves

the right, but not the obligation, to grant warranties in excess of the warranties set forth above.

(6) None of the foregoing warranties shall cover repairs or replacements necessitated or occasioned by ordinary wear and tear or by the negligent or wanton acts of any Unit Owner or any tenant, guest or invitee of a Unit Owner or occasioned or necessitated for any reason whatsoever except by defects in materials and workmanship.

(D) Declarant's Obligation with Respect to Unsold Units. The Declarant assumed the rights and obligations of a Unit Owner in its capacity as owner of unsold Units in the Condominium, including, without limitation, the obligation to pay Common Expenses attributable to such Units, from the date the Declaration was filed for record.

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

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

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

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

(I) Notices and Other Actions and Communications.

(1) Service of Notices on the Association and Board. All notices required or permitted by the Declaration or Bylaws, to the Association or the Board, must be made in writing and sent by regular U.S. mail, first-class postage prepaid, to the Board President, to any two other Board members, to the Association at the address of the Condominium Property, to the Association's manager or management company, if any, or to any other address as the Board may designate by written notice to all Unit owners.

(2) Service of Notices on Unit Owners. All notices required or permitted by the Declaration or Bylaws to any Unit Owner will be in writing and is deemed effectively given if it has been (1) personally delivered to the Unit owner, (2) placed under or attached to the front or main entry door of the Unit owner's Unit, (3) sent by regular U.S. mail, first-class postage prepaid, to the Unit owner's Unit address or to another address the Unit owner designates in writing to the Board, or (4) delivered in accordance with Paragraph (3) below. If there is more than one person owning a single Unit, a notice given to any one of those several persons is deemed to have been given personally to all of the persons owning an interest in the Unit.

(3) New Communication Technologies.

(a) Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted or approved by the Board, as well as by Ohio and federal law, now or in the future, in addition to the methods described in Paragraphs (1) and (2) above, the following may be accomplished using electronic mail or other transmission technology available at that time that is a generally accepted business practice:

(i) any notice required in the Declaration or Bylaws to be sent or received;

(ii) any signature, vote, consent, or approval required to be obtained; and

(iii) any payment required to be made by the Declaration or Bylaws.

(b) The use of electronic mail or other transmission technology is subject to the following:

(i) The Association may use electronic mail or other transmission technology to send any required notice only to Unit owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Unit owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices, including any notice of delinquency of any payment due, in accordance with Paragraph (2) above.

(ii) For voting on matters other than the election of Board members, the Association may provide for voting by electronic mail or other transmission technology.

(iii) An electronic mail or transmission technology to a Unit owner is not considered delivered and effective if the Association's transmission to the Unit owner fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Unit owner becomes known to the Person responsible for sending the transmission. If the electronic mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the Unit owner in accordance with Paragraph (2) above.

(J) Title to Units Subject to Declaration. Each grantee of the Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by the Master Declaration and by this Declaration and in the documents referred to in the Master Declaration and in this Declaration, and all rights, benefits and privileges of every nature hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land,

and shall bind any person having at any time any interest or estate in the Condominium Property, and shall inure to the benefit of such owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

(K) Non-Liability of Declarant. Except as otherwise provided in the Condominium Property Act, neither Declarant nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration or the Bylaws in Declarant's (or its representative's) capacity as owner, manager or seller of the Condominium Property whether or not such claim (1) shall be asserted by any Unit Owner, an Occupant of a Unit, the Association, or by any person or entity claiming through any of them; or by any person or entity claiming through any of them; or (2) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (3) shall arise ex contractu or (except in the case of gross negligence) ex delictu. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Unit Owner, an Occupant of a Unit, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function or disrepair of any utility services (heat, air-conditioning, electricity, gas, telephone, water or sewage).

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

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

(N) Rule Against Perpetuities. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common-law Rules

imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Ronald Reagan, President of the United States of America, and George Bush, Vice President of the United States of America.

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

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

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

EXHIBIT A

REFERENCES TO ALLOTTED DRAWINGS

See Exhibit A of the Original Declaration as recorded at Geauga County Records Volume 16 of Condominium Plat Maps, Page 107 et seq.

See the First Amendment to the Declaration of Condominium Ownership for Whitetail Run Condominiums recorded at Geauga County Records Volume 16 of Condominium Plat Maps, Page 131 et seq.

See the Second Amendment to the Declaration of Condominium Ownership for Whitetail Run Condominiums recorded at Geauga County Records Volume 17 of Condominium Plat Maps, Page 21 et seq.

See the Third Amendment to the Declaration of Condominium Ownership for Whitetail Run Condominiums recorded at Geauga County Records Volume 17 of Condominium Plat Maps, Page 71 et seq.

See the Fourth Amendment to the Declaration of Condominium Ownership for Whitetail Run Condominiums recorded at Geauga County Records Volume 18 of Condominium Plat Maps, Page 1 et seq.

See the Fifth Amendment to the Declaration of Condominium Ownership for Whitetail Run Condominiums recorded at Geauga County Records Volume 18 of Condominium Plat Maps, Page 39 et seq.

See the Sixth Amendment to the Declaration of Condominium Ownership for Whitetail Run Condominiums recorded at Geauga County Records Volume 18 of Condominium Plat Maps, Page 104 et seq.

See the Seventh Amendment to the Declaration of Condominium Ownership for Whitetail Run Condominiums recorded at Geauga County Records Volume 19 of Condominium Plat Maps, Page 19 et seq.

See the Eighth Amendment to the Declaration of Condominium Ownership for Whitetail Run Condominiums recorded at Geauga County Records Volume 19 of Condominium Plat Maps, Page 69 et seq.

See the Ninth Amendment to the Declaration of Condominium Ownership for Whitetail Run Condominiums recorded at Geauga County Records Volume 20 of Condominium Plat Maps, Page 59 et seq.

Exhibit B

BYLAWS OF WHITETAIL RUN CONDOMINIUM

OWNERS' ASSOCIATION

The within Bylaws are executed and incorporated in the Declaration of Condominium Ownership for Whitetail Run Condominium ("Declaration") pursuant to Chapter 5311, Ohio Revised Code ("Act"). Certain of the terms used in these Bylaws have been defined in the Declaration and, when used herein, shall have the same meaning as set forth in the Declaration, unless the context clearly indicates a different meaning therefor. The purpose of the within Bylaws is to provide for the establishment of a Unit Owners' Association for the government of the Condominium Property in the manner provided by the Declaration and by these Bylaws. This purpose shall be accomplished on a non-profit basis, and no part of the earnings of the Association shall inure to the benefit of any private person, firm, corporation, association or organization. All present or future owners or tenants or their employees, or any other person who might use the facilities of the Condominium Property in any manner shall be subject to the covenants, provisions or regulations contained in the Declaration and these Bylaws and shall be subject to any restriction, condition or regulation hereafter adopted by the Association. The mere acquisition or rental of any of the Units located within the Condominium Property described in the Declaration, or the mere act of occupancy of any of the Units will constitute acceptance and ratification of the Declaration and of these Bylaws.

ARTICLE I

THE ASSOCIATION

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

Section 2. Membership. Each Unit Owner upon acquisition of title to a Unit shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of this Unit ownership, at which time the new owner of such Unit shall automatically become a member of the Association. Membership in the Association shall be limited to Unit Owners. In addition to any other rights the Declarant may have pursuant to

the Declaration, the Declarant shall be a member of the Association with respect to all Units owned by Declarant and shall have the right, without limitation, to exercise the voting power appurtenant to such Units and the power to vote the same.

Section 3. Voting Rights. On any question on which the vote of Unit Owners is permitted or required, the owner or owners of each Unit shall be entitled to exercise one (1) vote for each such Unit. In the case of a Unit owned or held in the name of a corporation or a partnership, a certificate signed by said Unit Owner shall be filed with the Secretary of the Association naming the person authorized to cast a vote for such Unit, which certificate shall be conclusive until a subsequent substitute certificate is filed with the Secretary of the Association. If such certificate is not on file, the vote of such corporation or partnership, shall not be considered nor shall the presence of such Unit Owner at a meeting be considered in determining whether the quorum requirement for such meeting has been met. Fiduciaries and minors who are owners of record of a Unit may vote their respective interests as a Unit Owner. If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in a Unit, each may exercise that proportion of the voting power of all of the Unit Owners of said Unit that is equivalent to their respective proportionate interests in said Unit. When any fiduciary or other legal representative of a Unit Owner has furnished to the Association proof, satisfactory to it, of his authority, he may vote as though he were the Unit Owner. The Declarant or its nominee shall be the voting member with respect to any Unit owned by the Declarant. The vote of the Association with respect to any Units owned by the Association shall, be determined by the Board.

Section 4. Majority. Except as otherwise provided in the Act, the Declaration or these Bylaws, all actions taken by the Unit Owners shall require the affirmative vote of a majority of the voting power of the Association present at a meeting at which a quorum is present.

Section 5. Proxies. Unit Owners may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on his or their behalf shall be made in writing to the Secretary of the Association (or if there is no Secretary, then with the person conducting the meeting for which the proxy is given) at or before the meeting and shall be revocable at any time by actual notice to the Secretary of the Association by the member or members making such designation. Notice to the Association in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously

taken or authorized. The presence at a meeting of the person appointing a proxy does not revoke the appointment.

Section 6. Establishment of Unit Owners' Association and Meetings of Members.

(A) Establishment of Unit Owners' Association. The Unit Owners' Association shall be established not later than the date the deed or other evidence of ownership is filed for record following the first sale of a Condominium Ownership Interest in the Development. Until the Unit Owners' Association is established, the Declarant shall act in all instances where action of the Unit Owners' Association or its officers is authorized or required by law or in the. Declaration.

(B) Annual Meeting. For the election of Directors, the presentation of reports, and the transaction of such other business as is set forth in the meeting notice, the Association's annual meeting will be held at such time, at such place, and on such date during the 2nd or 3rd quarter of each calendar year as the Board determines and as stated in the meeting notice.

(C) Special Meeting. Special meetings of the members of the Association may be held on any business day when called by the President of the Association or by the Board of Directors of the Association or by members entitled to exercise at least twenty-five percent (25%) of the voting power of the Association or by the Declarant or any Unit Owner when a meeting is required for the election, of members to the Board of Directors pursuant to Article II, Section 5. hereof. Upon request in writing delivered either in person or by certified mail to the President or the Secretary of the Association by any persons entitled to call a meeting of members, such officer shall forthwith cause to be given to the members entitled thereto notice of a meeting to be held on a date not less than seven (7) or more than sixty (60) days after the receipt of such request as such officer may fix. If such notice is not given within thirty (30) days after the delivery or mailing of such requests, the persons calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at 8:00 o'clock P.M. and shall be held at the office of the Association or at such other place in Geauga or Cuyahoga Counties as shall be specified in the notice of meeting.

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

(E) Quorum; Adjournment. Except as may be otherwise provided by law or by the Declaration, at any meeting of the members of the Association, the members of the Association entitled to exercise one-half (1/2) of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, by the Declaration, or by these Bylaws to be authorized or taken by a designated percentage of the voting power, of the Association may be authorized or taken by a lesser percentage; and provided further, that the members of the Association entitled to exercise a majority of the voting power represented at a meeting of members, whether or not a quorum is present, may adjourn such meeting from time to time; if any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 7. Order of Business. The order of business at all meetings of Unit Owners of the Association shall be as follows:

(1) Calling of meeting to order.

(2) Proof of notice of meeting or waiver of notice.

(3) Reading of minutes of preceding meeting.

(4) Reports of Officers.

(5) Reports of Committees.

(6) Election of Inspectors of election.

(7) Election of members of the Board of Directors.

(8) Unfinished and/or old business.

(9) New Business.

(10) Adjournment.

The order of business at each special meeting shall be that business specified in the notice therefor.

Section 8. Actions Without a Meeting. All actions which may be taken at a meeting of the Association, except an action for the removal of a Board member, may be taken without a meeting with the approval of, and in a writing or writings signed by the members of the Association having the percentage of voting power required to take such action if the same were taken for a meeting. Such writing or writings shall be filed with the Secretary of the Association.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Qualifications. Except as otherwise provided herein, all Members of the Board of Directors (herein called "Board Members" or "Board") shall be Unit Owners; spouses of Unit Owners; mortgagees of Units; partners, agents or employees of partnerships owning a Unit; officers, directors, agents or employees of corporations or associations owning a Unit; or fiduciaries, officers, agents or employees of fiduciaries owning a Unit. Board Members elected or designated by the Declarant need not fulfill the qualifications imposed by this Section 1. of this Article II or any other qualifications imposed on Board Members elected by Unit Owners other than the Declarant, except as otherwise provided in these Bylaws or by law, and Board Members elected or designated by the Declarant may be removed only by the Declarant or as otherwise provided herein. If a Board Member shall cease to meet such qualifications during his term, he shall thereupon cease to be a member of the Board and his place on the Board shall be deemed vacant. The majority of the Board will not consist of Unit Owners or representatives from the same Unit unless authorized by a resolution adopted by the Board of Directors prior to the Board majority being comprised of Unit Owners or representatives from the same Unit.

Section 2. Number of Board Members. Subject to such limitations as are or may be imposed by Chapters 1702 and 5311 of the Ohio Revised Code, the Declaration or these Bylaws, as any of the same may be lawfully amended from time to time, all power and authority of the Association shall be exercised by the Board of Directors consisting of not less than three (3), nor more than five (5) members in accordance with Section 3 hereof.

Section 3. Election of Board Members by Declarant and Unit Owners Prior to the First Annual Meeting.

The Board initially shall be those three persons named in the Articles of Incorporation of the Association or such other persons as Declarant may substitute from time to time. No later than the time that Units to which twenty-five percent (25%) of the undivided interests in the Common Elements appertain have been sold and conveyed by Declarant, the Unit Owners other than Declarant shall meet and elect one additional member of the Board; and no later than the time that Units to which fifty percent (50%) of the undivided interests in the Common Elements appertain have been sold and conveyed by Declarant, the Unit Owners other than Declarant shall meet and elect a further additional member of the Board. The Board shall then consist of five (5) members. The percentages mentioned in this Section shall be computed by comparing the number of Units sold and conveyed on Parcel No. 1 and the Additional Property (as described in the Declaration) to the maximum number of Units that may be created thereon pursuant to Article XI of the Declaration.

Section 4. First Annual Meeting. Within thirty (30) days after the earlier of either: (a) five (5) years following the date of the establishment of the Association (or such earlier period of time as Declarant, at its option, may designate); or (b) the date of the sale and conveyance of Condominium Ownership Interests to which appertain, seventy-five percent (75%) or more of the undivided interests in the Common Elements to purchasers in good faith for value, the Association shall meet (herein referred to as the "First Annual Meeting") and all Unit Owners (including Declarant, if Declarant shall own any Units) and elect all five (5) members of the Board of the Association and all persons previously elected or designated whether by the Declarant or by the other Unit Owners shall immediately resign; provided, however, that such persons shall be eligible for re-election to the Board. The persons so elected at the First Annual Meeting shall take office upon such election and shall serve such terms for which they are elected in accordance with Section 5 of this Article II. The percentage mentioned in this Section shall be computed by comparing the number of Units sold and conveyed on Parcel No. 1 and the

Additional Property (as described in the Declaration) to the maximum number of Units that may be created thereon pursuant to Article XI of the Declaration.

Section 5. Election of Board Members from and after the First Annual Meeting. Except for the procedures set forth in Section 3. of this Article II for the election of Board Members prior to the First Annual Meeting, Board Members shall be elected at the annual meeting of members of the Association, but when the annual meeting is not held or Board Members are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by written secret ballot whenever requested by any member of the Association; but, unless such request is made, the election may be conducted in any manner approved at such meeting.

Any Board Member elected or designated prior to the First Annual Meeting shall hold office for a term not to exceed one (1) year after his election or designation. Commencing with the First Annual Meeting, Board Members shall be elected for staggered terms so that the terms of office of not less than one-third (1/3) of the Board Members shall expire each year. Accordingly, at the First Annual Meeting of the Association, two (2) Board Members shall be elected for a term of three (3) years, two (2) Board Members shall be elected for a term of two (2) years and the remaining one (1) Board Member shall be elected for a term of one (1) year.

All Board Members shall be elected in accordance with the provisions of this Article II. At meetings of the Association subsequent to the First Annual Meeting which are called for the purpose of electing Board Members, each Board Member shall be elected for terms of three (3) years or to complete unfinished terms.

Except as otherwise provided herein, each Board Member shall hold office until the expiration of his term and until his successor is elected, or until his earlier resignation, removal from office or death. Any Board Member may resign at any time by oral statement to that effect made at a meeting of the Board or by a writing to that effect delivered to the Secretary of the Association; such resignation shall take effect immediately or at such other time as the Board Member may specify.

Each member of the Association may cast as many of his votes as there are Board Members to be elected. By way of example, if two (2) Board Members are to be elected, a member of the Association shall have the right to cast a maximum of two (2) votes, but not more than one (1) vote may be cast for any candidate. The candidates receiving the greatest number of votes shall be elected and those receiving the highest percentages of the total vote cast shall serve for the longest terms. Tie votes shall be decided by drawing of lots or by a flip of a coin.

Section 6. Organization Meeting. Immediately after each annual meeting of members of the Association, the newly elected Managers and those Managers whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined by a majority of the Managers, but at least four (4) such meetings shall be held during each fiscal year. In accordance with Ohio Revised Code Section 5311.08(A)(4)(a), any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to every other Board member.

Section 8. Special Meetings. Special meetings of the Board of Directors may be held at any time upon call by the President or any two Managers. Written notice of the time and place of each such meeting shall be given to each Manager either by personal delivery or by mail, telegram or telephone at least two (2) days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any Manager at any such meeting without protesting (prior to or at the commencement of the meeting) the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting and such notice may be waived in writing either before or after the holding of such meeting, by any Manager, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular or special meeting.

Section 9. Quorum; Adjournment. A quorum of the Board of Directors shall consist of a majority of the Managers then in office; provided that a majority of the Managers present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time, if any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such

meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board of Directors at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these Bylaws.

Section 10. Powers and Duties. Except as otherwise provided by law, the Declaration or these Bylaws, all power and authority of the Association shall be exercised by the Board. In carrying out the purposes of the Condominium Property and subject to the limitations prescribed by law, the Declaration or these Bylaws, the Board, for and on behalf of the Association, may do the following:

(A) Maintenance, repair, replacement and surveillance of the Condominium Property and the Common Elements and certain of the Limited Common Elements.

(B) Levy of Assessments against the Unit Owners and the collection of same.

(C) Designation and dismissal of the personnel necessary for the maintenance and operation of the Condominium Property, the Common Elements and the Limited Common Elements.

(D) In carrying out the purposes of the Association and subject to the limitations prescribed by law, the Declaration or these Bylaws, the Board, for and on behalf of the Association, may:

(1) Purchase or otherwise acquire, lease as lessee, hold, use, lease as lessor, sell, exchange, transfer, and dispose of property of any description or any interest therein.

(2) Make contracts.

(3) Effect insurance.

(4) Borrow money, and issue, sell, and pledge notes, bonds, and other evidence of indebtedness of the Association, provided, however, if such borrowing is in excess of Five Thousand Dollars ($5,000.00), the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association shall be obtained at a special meeting duly held for such purpose.

(E) Employ a managing agent to perform such duties and services as the Board may authorize.

(F) Employ lawyers and accountants to perform such legal and accounting services as the Board may authorize.

(G) Adopt Rules and Regulations.

(H) To do all things permitted by law and exercise all power and authority within the purposes stated in these Bylaws or the Declaration or incidental thereto.

(I) In accordance with Ohio Revised Code Section 5311.081(B), in addition to all other powers enumerated herein, the Board may exercise all powers of the Association, including the power to do the following:

(1) Commence, defend, intervene in, settle, or compromise any civil, criminal, land use planning, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners, impacts zoning, or otherwise relates to matters affecting the Condominium Property;

(2) Grant easements, leases, licenses, and concessions through or over the Common Elements;

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

(4) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

Section 11. Removal of Board Members. Except as otherwise provided herein and in the Act, the Board may remove any Board Member and thereby create a vacancy in the Board if by order of court such Board Member has been found to be of unsound mind, or if he is physically incapacitated, adjudicated a bankrupt, or fails to attend three consecutive meetings of the Board. At any regular or special meeting of members of the Association duly called at which a quorum shall be present, any one or more of the Board Members may be removed with or without cause by the vote of members entitled to exercise a majority of the voting power of the Association, and a successor or successors to such Board Member so

removed may be elected at the same meeting for the unexpired term for each such removed Board Member. Any Board Member whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

Section 12. Vacancies. Except as otherwise provided and subject to the provisions of the Act, vacancies in the Board may be filled by a majority vote of the remaining Board Members until an election to fill such vacancies is held. Members of the Association shall have the right to fill any vacancy in the Board (whether or not the same has been temporarily filled by the remaining Board Members) at any meeting of the members of the Association called for that purpose, and any Board Members elected at any such meeting of members of the Association shall serve until the next annual election of Board Members and until their respective successors are elected and qualified.

Section 13. Fidelity Coverage. The Board may maintain blanket fidelity, crime, or dishonesty insurance coverage for any person who controls or disburses Association funds. As used in this section, "person who controls or disburses Association funds" means any individual with authority or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any Association account or deposit, including the following:

(A) A management company's principals and employees;

(B) A bookkeeper;

(C) The president, secretary, treasurer, any other board member, or employee of the Association.

All of the following apply to the insurance coverage required under this section:

(1) Coverage shall be for the maximum amount of funds that will be in the custody of the Association or its designated agent at any one time plus three months of operating expenses.

(2) The insurance shall be the property of and for the sole benefit of the Association and shall protect against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of Association funds.

(3) The policy shall include in its definition of "employee" the manager and the managing agent of the Association's funds or provide for this inclusion by an endorsement to the policy.

(4) The policy shall name the Association as the insured party and shall include a provision requiring the issuer of the policy to provide a ten-day written notice to the Association's president or manager in the event of cancellation or substantial modification of the policy. The manager or managing agent, if any, of the Association shall be the designated agent on the policy.

(5) If there is a change in the manager or the managing agent of the Association, then within ten days of the effective start date, the new manager or managing agent shall notify the insurer of such change.

Section 14. Compensation. The Board of Directors shall not receive any salary or compensation for their services, as such, provided nothing herein contained shall be construed to preclude any manager from having dealings with the Association in any other capacity and receiving compensation therefor.

ARTICLE III

OFFICERS

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

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

Section 3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Board of Directors. Subject to directions of the Board of Directors, the President shall have general executive supervision over the business and affairs of the Association. He may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board of Directors or otherwise provided for in the Declaration or in these Bylaws. The President shall have the power to appoint committees from among the Officers and other Unit Owners as he may deem necessary to assist with affairs of the Association.

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

Section 5. Secretary. The Secretary shall keep the minutes of meetings of the members of the Association and of the Board of Directors, shall give notices of meetings of the members of the Association and of the Board of Directors as required by law, or by these Bylaws or otherwise, and shall have such authority and shall perform such other duties as may be determined by the Board of Directors.

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

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

Section 8. Delegation of Authority and Duties. The Board of Directors is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

Section 9. No Compensation to Officers. None of the officers of the Association shall receive compensation for his services as such.

ARTICLE IV

GENERAL POWERS OF THE ASSOCIATION

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

(A) Utility Service for Common. Areas and Facilities. Water, waste removal, electricity, telephone, heat, power and any other necessary utility service for the Common Elements; and the expense of maintaining, repairing and replacing storm and sanitary sewers, water lines and other utilities situated on the Condominium Property or servicing the same.

(B) Casualty Insurance. A policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually;

(C) Liability Insurance. A policy or policies insuring the Association, the members of the Board and the owners against any liability to the public or to the owners (of Units and of the Common Elements, and their invitees, or tenants), incident to the ownership and/or use of the Common Elements and Units, as provided in the Declaration, the limits of which policy shall be reviewed annually;

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

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

(F) Care of Common Elements. Landscaping, gardening, snow removal, painting, cleaning, tuck pointing, maintenance, decorating, repair and replacements of the Common Elements(but not including the interior surfaces of the Units, which the owner shall paint, clean, decorate, maintain and repair), the operation of recreational facilities, if any, and such furnishings and equipment for the Common Elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Elements;

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

(H) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrances levied against the entire Condominium Property or any part thereof which may in the opinion of the Association constitute a lien against the Condominium Property or against the Common Elements, rather than merely against the interests therein of particular owners; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by

the Association by reason of said lien or liens shall be specially assessed to said owners;

(I) Certain Maintenance of Units. Maintenance and repair of any Unit if such maintenance or repair, is necessary, in the discretion of the Association, to protect the Common Elements, or any other portion of a building, and the owner or owners of said Unit have failed or refused to perform said maintenance or repairs within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said owner or owners, provided that the Association shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair.

(J) Association's Right to Enter Units. The Association or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Association is responsible. It may likewise enter any balcony for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Association from insurance proceeds, or, in the event that the damage is not covered by insurance, the damage shall be repaired by the Association at the expense of the maintenance fund. The Association reserves the right to retain a pass key to each Unit and no locks or other devices shall be placed on the doors to the Units to obstruct entry through the use of such pass key, without the consent of the Association. In the event of any emergency originating in or threatening any Unit at a time when required alterations or repairs are scheduled, the management agent or his representative or any other person designated by the Board of Directors may enter the Unit immediately, whether, the owner is present or not;

(K) Limitation on Capital Additions and Improvements. The Association's powers hereinabove, enumerated shall, be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements, or structural alterations to the Common Elements(other than for purposes of maintaining, replacing, restoring or repainting portions of the Common Elements, subject to all the provisions of the Declaration and these Bylaws) having a total cost in excess of .Five Thousand Dollars (5,000.00), nor having an aggregate cost in any one (1) calendar year period in excess of Ten Thousand Dollars ($10,000), without in each case the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association provided, however, so long as Declarant has the authority to elect or designate any of the Board Members, the Declarant's prior

written consent to such expenditure shall be required. The limitations of expenditures by the Association contained in this Section shall not apply to repair, of the Condominium Property due to casualty loss, emergency repairs immediately necessary for the preservation and safety of the Condominium Property or for the safety of persons or to avoid suspension of any necessary services. The foregoing provisions of this Section 1.(K) also shall not apply to the rehabilitation and renewal of obsolete property which shall be governed by the Declaration;

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

(M) Payments to Master Association. The Association may, subject to the provisions of the Master Declaration, include in the Common Assessments the payments due from the Unit Owners to the Master Association under the Master Declaration for Common Costs and if the Association so collects said sums, the Association shall remit that portion of the Common Assessments to the Master Association.

(N) Miscellaneous. The Association shall pay such other costs and expenses designated as "Common Expenses" in the Declaration and in these Bylaws.

Section 2. Rules and Regulations. The Board of Directors, by vote of the members entitled to exercise a majority of the voting power of the Board, may adopt such reasonable rules and regulations, including the power to levy assessments for violations of the rules and regulations and provisions of the Declaration and these Bylaws, and from time to time amend the same supplementing the rules and regulations set forth in the Declaration and these Bylaws as it may deem advisable for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the owners and occupants of the Condominium Property. Written notice of such rules and regulations shall be given to all owners and

occupants and the Condominium Property shall at all times be maintained subject to such rules and regulations. In an action or proceeding brought by the Association against an Owner and/or Occupant of a Unit to enforce such rules or regulations, the Association shall be entitled to collect costs of suit and reasonable attorneys' fees from such Owner and/or Occupant. In the event such supplemental rules and regulations shall conflict with any provisions of the Declaration or of these Bylaws, the provisions of the Declaration and of these Bylaws shall govern.

Section 3. No Active Business to be Conducted for Profit. Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the owners or any of them.

Section 4. Special Services. The Association may arrange for the provision of any special services and facilities for the benefit of such owners and/or occupants as may desire to pay for the same, including, without limitation, cleaning, repair and maintenance of Units. Fees for such special services and facilities shall be determined by the Board of Directors and may be charged directly to participating owners, or paid from the maintenance fund and levied as a special assessment due from the participants.

In accordance with Ohio Revised Code Section 5311.081(B)(15), the Board may impose reasonable charges to the Unit Owner for providing copies of the Declaration, Bylaws or amendments thereto as well as reasonable charges for the handling of re-financing and/or resale documentation, and/or statements of unpaid Assessments.

Section 5. Delegation of Duties. Nothing herein contained shall be construed so as to preclude the Association, through its Board of Directors and officers, from delegating to persons, firms or corporations of its choice, including, any manager or managing agent, such duties and responsibilities of the Association as the Managers of the Association shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

Section 6. Applicable Laws. The Association shall be subject to and governed by the provisions of any statute adopted at any time and applicable to property submitted to the Condominium form of ownership (including without limitation, Chapter 5311, Ohio Revised Code); provided, however, that all inconsistencies between or among the permissive provisions of any statute and any provision of the Declaration and these Bylaws, shall be resolved in favor of the

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

ARTICLE V

DETERMINATION AND PAYMENT OF ASSESSMENTS

Section 1. Payment of Assessments. It shall be the duty of every Unit Owner to pay his proportionate share of the Common Expenses for the administration, maintenance and repair of the Common Elements and for the other expenses provided for herein. The Common Expenses shall be allocated and computed pursuant to the provisions of Declaration Article V, Section (B), as amended. Payment thereof shall be in such amounts and at such times as may be determined by the Board of Directors, as hereinafter provided. Developer will assume the obligations of a Unit Owner in its capacity as owner of a Unit not yet sold, including without limitation the obligation to pay Common Expenses attaching to such interests from the date the Declaration is filed for record.

Regular monthly assessments shall be paid to the Association commencing on the first day of the calendar month immediately following the date on which the first Unit is sold and the deed evidencing such sale shall have been filed for record with the Geauga County, Ohio Recorder and shall continue to be due and payable on the first day of each and every calendar month thereafter. Said assessments shall be deposited when received by the Association in an account established in the name of the Association at a bank or savings and loan association in Geauga County, Ohio. Unit Owners shall continue to pay such monthly assessments as aforesaid until revised assessments are made by the Board of Directors in the manner herein provided.

Section 2. Preparation of Estimated Budget. Each year on or before December 1st, the Association shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies, which will be required during the ensuing calendar year for the rendering of all services,

together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the owners according to the formula set forth in Section 1, of this Article V. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Owner shall be obligated to pay to the Association or as it may direct one-twelfth (1/12) of the assessment made pursuant to this section. On or before the date of the annual meeting of each calendar year, the Association shall supply to all owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimate provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited back to the Unit Owner, or transferred to the reserves, or applied to the next year's budget at the option of the Board of Directors. Any net shortage, at the option of the Board of Directors, shall be assessed according to the formula set forth in Section 1 of this Article V.

Section 3. Reserve for Contingencies and Replacements. The Association shall be obligated to build up and maintain a reasonable reserve to finance the cost of repair or replacement of the components of the Common Elements. Included in the reserve is the amount (or a portion thereof) payable by each Purchaser of a Unit at the time such purchaser acquires title to his Unit. Upon the sale of a Unit by any Unit Owner, such Unit Owner shall have no right to any portion of the funds in the reserve account; nor shall any such Unit Owner have any claim against the Association with respect thereto. If said "estimated cash requirement" proves inadequate for any reason, including nonpayment of any owner's assessment, the Association shall prepare an estimate of the additional cash requirements then necessary, or necessary for the balance of the year, which additional amount of cash requirements, if assessed at the option of the Board of Directors, shall be assessed to the owners according to the formula set forth in Section 1, of this Article V. The Association shall serve notice of such further assessment on all owners by a statement in writing, giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due not more than ten (10) days after the delivery or mailing of such notice of further assessments. All owners shall be obligated to pay the adjusted monthly amount.

Section 4. Budget for First Year. When the first Board of Directors elected hereunder takes office, the Association shall determine the "estimated cash requirement" as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the owners during said period as provided in Section 2 of this Article V.

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

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

The Association, as determined by the Board, is not required to permit the examination and copying of any of the following from books, records, or minutes that contain any of the following

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

Section 8. Annual Statements. Within one hundred twenty (120) days after the end of each fiscal year of the Association, the Board shall furnish to each Unit Owner a financial statement consisting of: (A) a balance sheet containing a summary of the assets and liabilities of the Association as of the date of such balance sheet; and (8) a statement of the income and expenses for the period commencing with the date marking the end of the period for which the last preceding statement of income and expenses required hereunder was made and ending with the date of said statement, or in the case of the first such statement, from the date of formation of the Association to the date of said statement. The financial statement shall have appended thereto a certificate signed by the President or the Vice President or Secretary or the Treasurer of the Association or by a public accountant or firm of public accountants to the effect that the financial statement presents fairly the financial position of the Association and the results of its operations in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding period except as may be specified therein.

Section 9. Annual Audit. The books of the Association shall be reviewed once a year by the Board of Directors, and such review shall be completed prior to each annual meeting. If requested by three or more members of the Board of Directors, such review shall be made by a Certified Public Accountant. In addition, and at any time, if requested by Unit Owners having more than fifty percent (50%) of the voting power of the Association, or upon the request of three or more members of the Board of Directors, the Board shall cause an additional review to be made.

Section 10. Remedies for Failure to Pay Assessments. If an owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board of Directors may bring suit for and on behalf of themselves and as representatives of all owners, to enforce collection thereof or to foreclose the lien therefor as provided in the Declaration; and, there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees. To the extent permitted by the Declaration, any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Condominium Ownership Interest of the owner involved when payable and may be foreclosed by an action brought in the name of the Board of Directors as in the case of foreclosure of liens against real estate, as provided in the Declaration. As provided in the Declaration, the members of the Board of Directors and their successors in office,

acting on behalf of the other Unit Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Any mortgagee shall be entitled to written notice of such failure to pay such assessment. The Board of Directors shall have the power to suspend the voting rights and the right to use of the recreational facilities of a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any assessment levied by the Association. In addition, each Unit Owner shall be personally liable for all assessments levied by the Association against his Unit during the period he has an ownership interest therein, and any Common Assessment not paid within ten (10) days after the same shall become due and payable, shall bear interest at the maximum rate allowed by law until such time as the Common Assessment has been paid in full and the Association shall be entitled to levy against the delinquent Unit Owner a service charge of five percent (5%) of the amount of the delinquent payment or Twenty-Five Dollars ($25.00), whichever is greater, in order to defray the cost of collection, in addition to costs for preparation and recording of the lien, court costs, expenses related to legal proceedings required in conjunction with collection actions and reasonable attorneys fees.

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

ARTICLE VI

INDEMNIFICATION

Section 1. In General. The Association shall indemnify any member of the Board, officer, employee, or agent of the Association or any former member of the Board, officer, employee or agent of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement actually and necessarily incurred by him in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which

he is or may be made a party by reason of being or having been such member of the Board, officer, employee or agent of the Association, provided it is determined in the manner hereinafter set forth (A) that such member of the Board, officer, employee or agent of the Association was not, and is not, adjudicated to have been negligent or guilty of misconduct in the performance of his duty to the Association, (B) that such member of the Board acted in good faith in what he reasonably believed to be in the best interest of the Association, (C) that, in any matter the subject of a criminal action, suit or proceeding, such Board member had no reasonable cause to believe that this conduct was unlawful, and (D) in case of settlement, that the amount paid in the settlement was reasonable. Such determination shall be made either by the members of the Board of the Association acting at a meeting at which a quorum consisting of members of the Board who are not parties to or threatened with any such action, suit or proceeding is present, or, in the event of settlement, by a written opinion of independent legal counsel selected by the members of the Board.

Section 2. Advance of Expenses. Funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding may be advanced by the Association prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay such amounts unless it shall ultimately be determined that he is entitled to indemnification hereunder.

Section 3. Indemnification Not Exclusive; Insurance. The indemnification provided for in this Article VI shall not be exclusive, but shall be in addition to any other rights to which any person may be entitled under the Articles of Incorporation, Rules and Regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1701.12(E) of the Ohio Revised Code, or otherwise. The Association may purchase and maintain insurance on behalf of any person who is or was a member of the Board, officer, agent or employee of the Association against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

Section 4. Indemnification by Unit Owners. The members of the Board and officers of the Association shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board and officers of the Association against

all contractual liability to third parties arising out of contracts made on behalf of the Association except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board and officers of the Association shall have no personal liability with respect to contracts entered into on behalf of the Association. Every agreement made by any members of the Board, officer, employee or agent of the Association or by a management company, if any, on behalf of the Association, shall provide that such members of the Board, officer, employee or agent of the Association, or the management company, as the case may be, is acting only as agent for the Association and shall have no personal liability thereunder (except as a Unit Owner), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements.

Section 5. Cost of Indemnification. Any sum paid or advanced by the Association under this Article VI shall constitute a Common Expense and the Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article VI; provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts, of any member of the Board, officer, employee or agent of the Association, or out of the aforesaid indemnity in favor of such member of the Board, officer, employee or agent of the Association, shall be limited to such proportion of the total liability hereunder as said Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Copies of Notice to Mortgage Lenders; Rights of First Mortgagees.

(A) Upon written request to the Board of Directors by the holder of any duly recorded mortgage or trust deed against any Unit ownership, the Board of Directors shall give such mortgage holder a copy of any and all notices permitted or required by the Declaration or these Bylaws to be given to the owner or owners whose Unit ownership is subject to such mortgage or trust deed.

(B) A first mortgagee of a Unit shall be entitled to written notice from the Association of any default by its mortgagor Unit Owner which is not cured within sixty (60) days. Any first mortgagee may from time to time request in writing a written statement from the Board of Directors setting forth any and all unpaid assessments due and owing from its mortgagor Unit Owner with respect to the Unit subject to the lien of its mortgage and such request shall be complied with within fifteen (15) days from receipt thereof. Any first mortgagee holding a mortgage on a Unit may pay any unpaid Common Expenses assessed with respect to such Unit and upon such payment, such first mortgagee shall have a lien on such Unit for the amounts so paid at the same rank as the lien of its mortgage.

Section 2. Service of Notices, on the Board of Directors. Notices required to be given to the Board of Directors or to the Association may be delivered to any member of the Board of Directors or officer of the Association either personally or by mail addressed to such member or officer at his Unit.

Section 3. Service of Notices on Devisees and Personal Representatives. Notices required to be given any devisees or personal representatives of a deceased owner may be delivered either personally or by mail to such party at his, her or its address appearing on the records of the court wherein the estate of such deceased owner is being administered.

Section 4. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 5. Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these Bylaws shall be deemed to be binding on all Unit Owners, and their respective heirs, executors, administrators, successors and assigns.

Section 6. Notices of Mortgages. Any owner who mortgages his unit shall notify the Association, in such manner as the Association may direct, of the name and address of his mortgagee and thereafter shall notify the Association of the payment, cancellation or other alteration in the status of such mortgage. The Association shall maintain such information in a book entitled "Mortgagees of Units".

Section 7. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of these Bylaws, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect the rest of this Declaration.

Section 8. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by these Bylaws shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints or 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 Ronald Reagan, President of the United States of America, or George Bush, Vice President of the United States of America.

Section 9. Definitions. The terms used in these Bylaws (except as herein otherwise expressly provided or unless the context otherwise required) for all purposes of these Bylaws and of any amendment hereto shall have the respective meanings specified in Article I of the Declaration.

Section 10. Amendments. Provisions of these Bylaws may be amended by the Unit Owners at a meeting held for such purpose by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, provided, however, that no amendment shall have any effect upon Declarant, the rights of Declarant under these Bylaws (so long as Declarant has a Condominium Ownership Interest) and the rights of bona fide mortgagees (if such amendment materially affects the rights of mortgagees) of Units until the written consent of Declarant and/or such mortgagees to such amendment has been secured. If any such amendment relates to the duty of the Association to maintain, repair or replace the Common Elements, or the assessment for the same, the written consent by the Village of South Russell shall be required for such amendment.

Section 11. Captions. The captions used in these Bylaws are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text hereof.

EXHIBIT 1

LEGAL DESCRIPTION

Situated in the Village of South Russell, County of Geauga, and State of Ohio:

Being Units No. G-6, G-7, G-9, and G-10 in the Whitetail Run Condominium Phase No. I and known as being part of Original Lot No. 10, Tract 3 in the Seventh Township of the Ninth Range of the Connecticut Western Reserve, whose Drawings are recorded in Volume 16 of Condominium Plat Maps, Page 107 et seq. of Geauga County Records and as further described by the Declaration of Condominium Ownership and Bylaws attached thereto recorded in Volume 799, Page 875 of Geauga County Records, together with an undivided percentage of interest in and to all the Common Elements appurtenant to said Unit as set forth in Declaration of Condominium Ownership.

Being Units No. G-1, G-2, G-3, G-4, G-5, G-8, and G-11 in the Whitetail Run Condominium Phase No. II and known as being part of Original Lot No. 10, Tract 3 in the Seventh Township of the Ninth Range of the Connecticut Western Reserve, whose Drawings are recorded in Volume 16 of Condominium Plat Maps, Page 131 et seq. of Geauga County Records and as further described by the Declaration of Condominium Ownership and Bylaws attached thereto recorded in Volume 799, Page 875 of Geauga County Records, together with an undivided percentage of interest in and to all the Common Elements appurtenant to said Unit as set forth in Declaration of Condominium Ownership.

Being Units No. H-13, H-14, H-15, H-17, H-18, and H-19 in the Whitetail Run Condominium Phase No. III and known as being part of Original Lot No. 10, Tract 3 in the Seventh Township of the Ninth Range of the Connecticut Western Reserve, whose Drawings are recorded in Volume 17 of Condominium Plat Maps, Page 21 et seq. of Geauga County Records and as further described by the Declaration of Condominium Ownership and Bylaws attached thereto recorded in Volume 799, Page 875 of Geauga County Records, together with an undivided percentage of interest in and to all the Common Elements appurtenant to said Unit as set forth in Declaration of Condominium Ownership.

Being Unit No. H-12, H-16, and H-20 in the Whitetail Run Condominium Phase No. IV and known as being part of Original Lot No. 10, Tract 3 in the Seventh Township of the Ninth Range of the Connecticut Western Reserve, whose Drawings are recorded in Volume 17 of Condominium Plat Maps, Page 71 et seq. of Geauga County Records and as further described by the Declaration of Condominium Ownership and Bylaws attached thereto recorded in Volume 799, Page 875 of Geauga County Records, together with an undivided percentage of interest in and to all the Common

Elements appurtenant to said Unit as set forth in Declaration of Condominium Ownership.

Being Unit No. J-33, J-35, J-38, J-39, and J-44 in the Whitetail Run Condominium Phase No. V and known as being part of Original Lot No. 10, Tract 3 in the Seventh Township of the Ninth Range of the Connecticut Western Reserve, whose Drawings are recorded in Volume 18 of Condominium Plat Maps, Page 1 et seq. of Geauga County Records and as further described by the Declaration of Condominium Ownership and Bylaws attached thereto recorded in Volume 799, Page 875 of Geauga County Records, together with an undivided percentage of interest in and to all the Common Elements appurtenant to said Unit as set forth in Declaration of Condominium Ownership.

Being Unit No. J-36, J-37, J-40, J-41, J-42, and J-43 in the Whitetail Run Condominium Phase No. VI and known as being part of Original Lot No. 10, Tract 3 in the Seventh Township of the Ninth Range of the Connecticut Western Reserve, whose Drawings are recorded in Volume 18 of Condominium Plat Maps, Page 39 et seq. of Geauga County Records and as further described by the Declaration of Condominium Ownership and Bylaws attached thereto recorded in Volume 799, Page 875 of Geauga County Records, together with an undivided percentage of interest in and to all the Common Elements appurtenant to said Unit as set forth in Declaration of Condominium Ownership.

Being Unit No. I-22, I-24, I-27, J-31, J-32, and J-34 in the Whitetail Run Condominium Phase No. VII and known as being part of Original Lot No. 10, Tract 3 in the Seventh Township of the Ninth Range of the Connecticut Western Reserve, whose Drawings are recorded in Volume 18 of Condominium Plat Maps, Page 104 et seq. of Geauga County Records and as further described by the Declaration of Condominium Ownership and Bylaws attached thereto recorded in Volume 799, Page 875 of Geauga County Records, together with an undivided percentage of interest in and to all the Common Elements appurtenant to said Unit as set forth in Declaration of Condominium Ownership.

Being Unit No. I-23, I-25, and I-26 in the Whitetail Run Condominium Phase No. VIII and known as being part of Original Lot No. 10, Tract 3 in the Seventh Township of the Ninth Range of the Connecticut Western Reserve, whose Drawings are recorded in Volume 19 of Condominium Plat Maps, Page 19 et seq. of Geauga County Records and as further described by the Declaration of Condominium Ownership and Bylaws attached thereto recorded in Volume 799, Page 875 of Geauga County Records, together with an undivided percentage of interest in and to all the Common Elements appurtenant to said Unit as set forth in Declaration of Condominium Ownership.

Being Unit No. I-21 and I-30 in the Whitetail Run Condominium Phase No. IX and known as being part of Original Lot No. 10, Tract 3 in the Seventh Township of the Ninth Range of the Connecticut Western Reserve, whose Drawings are recorded in Volume 19 of Condominium Plat Maps, Page 69 et seq. of Geauga County Records and as further described by the Declaration of Condominium Ownership and Bylaws attached thereto recorded in Volume 799, Page 875 of Geauga County Records, together with an undivided percentage of interest in and to all the Common Elements appurtenant to said Unit as set forth in Declaration of Condominium Ownership.

Being Unit No. I-28 and I-29 in the Whitetail Run Condominium Phase No. X and known as being part of Original Lot No. 10, Tract 3 in the Seventh Township of the Ninth Range of the Connecticut Western Reserve, whose Drawings are recorded in Volume 20 of Condominium Plat Maps, Page 59 et seq. of Geauga County Records and as further described by the Declaration of Condominium Ownership and Bylaws attached thereto recorded in Volume 799, Page 875 of Geauga County Records, together with an undivided percentage of interest in and to all the Common Elements appurtenant to said Unit as set forth in Declaration of Condominium Ownership.

EXHIBIT 2

ADDITIONAL PROPERTY

See the description of the Additional Property in the original Declaration as set forth in Exhibit No. 2, as recorded at Volume 799, Page 895 et seq.

In accordance with the Ninth Amendment to the Declaration of Condominium recorded August 28, 1991, at Volume 881, Page 250 et seq., of the Geauga County Records, all Additional Property has been added to the Condominium Property.

EXHIBIT C

MANAGEMENT AGREEMENT

See Exhibit C of the original Declaration as recorded at Geauga County Records Volume 799, Page 875 et seq.

EXHIBIT D

NARRATIVE DESCRIPTION OF BUILDINGS AND UNITS

The Condominium Development is located on the north and south sides of Manor Brook Drive, a dedicated public road, in the Village of South Russell, Geauga County, Ohio. The Condominium Development consists of clusters of Units known as Clusters "G", “H”, “I”, and “J”. Clusters “G”, “H” and “I” are situated south of Manor Brook Drive, and Cluster "J" is situated on the north side of Manor Brook Drive. Private asphalt spur roads lead from Manor Brook Drive to private asphalt driveways serving the Units within the clusters of the Condominium Development.

The Condominium Development consists of forty-four (44) Units situated in thirty-four (34) buildings. The buildings are either single-family, free-standing buildings containing one (1) Unit, or duplex-type buildings containing two (2) Units. Unit Nos. G-1 and G-2, G-3 and G-4, G-6 and G-7, G-9 and G-10, H-13 and H-14, H-18 and H-19, J-31 and J-32, J-36 and J-37, J-38 and J-39, and J-41 and J-42 are duplex Units. Unit Nos. G-5, G-8, G-11, H-12, H-15, H-16, H-17, H-20, I-21, I-22, I-23, I-24, I-25, I-26, I-27, I-28, I-29, I-30, J-33, J-34, J-35, J-40, J-43 and J-44 are single-family, free-standing Units.

Each building is principally constructed on a concrete slab with a wood frame, exterior aluminum siding, shingled roof, and drywall finish on the interior walls. The Units within a duplex-type building are separated by a common wall. There are two basic Unit types, with variations within the Unit types. The Unit Types are the Type A Unit and the Type B Unit. The Type A Unit is a Cape Cod-style building. The Type B Unit is known as the Fawnskeep and is a Ranch-style building.

There are two basic Unit types known as Unit Type A, Deercrest and Unit Type B, Fawnskeep. The Unit Type A, Deercrest, is a cape cod-style building. Unit Nos. G-2, G-3, G-6, G-7, G-8, G-9, H-14, H-15 and H-19 are Deercrest Units. The Unit Type B, Fawnskeep, is a ranch-style building. Unit Nos. G-1, G-4, G-5, G-10, G-11, H-13, H-17 and H-18 are Fawnskeep Units.

Unit Type A, Deercrest, contains approximately 2,585 square feet to approximately 3,371.84 square feet on two levels, including an insulated and heated storage room, but not including the garage. The ground floor contains an entry hallway, den, great room, master bedroom with full bath, kitchen with sunroom, dining room, utility/1aundry room, ha1f bath, and two car attached garage. The second floor of Units G-2, G-6, and G-9 contains one bedroom, a full bath, a loft, and an insulated and heated storage room. The second-floor layout and total square footage will vary on a Unit-by-Unit basis with changes in the elevation. The second-floor layout of G-2 and G-7 Units contains two bedrooms, a full bath, a loft and an insulated storage room. Unit G-8 is a custom built Deercrest Cape Unit. The ground floor contains an entry ha11, study, living room, master bedroom with full bath, kitchen with sunroom, dining room, utility/laundry room, half bath and attached

two car garage. The second-floor layout of Unit G-8 contains two bedrooms, a full bath, a loft and an insulated, finished storage room.

Unit Type B, Fawnskeep, contains approximately 1949 square feet of living area on one level, not including the storage room and the garage. The single floor contains an entry hallway, dining room, living room, two bedrooms, den, kitchen with sunroom, two baths, utility/laundry room, and two car attached garage with storage loft. An unfinished storage room is located above the garage with an entry stairway in the garage. Unit G-11 contains a screened porch located off the kitchen.

Unit No. J-33 is a Type A (Deercrest), Unit containing approximately 3,033 square feet on two levels, not including the garage. The first floor contains a foyer, a great room, a den, a master bedroom with a full bath, a dining room, a kitchen with a breakfast room, a laundry room, a half bath and a two-car attached garage. The second floor contains two bedrooms, a loft, a full bath and a storage area.

Unit No. J-35 is a Type A (Deercrest), Unit containing approximately 2,824 square feet on two levels, not including the garage. The first floor contains a foyer, a great room, a den, a master bedroom with a ful1 bath, a dining room, a kitchen with a breakfast room, a laundry room, a half bath, a screened porch and a two-car attached garage. The second floor contains a bedroom, a loft, a full bath and a storage area.

Unit No. J-38 is a Type B (Fawnskeep), Unit containing approximately 2;028 square feet on one level, not including the garage. The single floor contains a foyer, a great room, a den, two bedrooms, two full baths, a dining room, a kitchen with a breakfast room, a laundry room, and a two-car attached garage.

Unit No. J-39 is a Type A (Dercrest), Unit containing approximately 2,379 square feet on two levels, not including the garage. The first floor contains a foyer, a great room, a study, a master bedroom with a full bath, a dining room, a kitchen with a breakfast room, a laundry room, a half bath, and a two-car attached garage. The second floor contains two bedrooms, a full bath and a storage area.

Unit No. J-44 is a Type A (Deercrest), Unit containing approximately 1,832 square feet on two levels, not including the garage. The first floor contains a foyer, a great room, a master bedroom with a full bath, a dining room, a kitchen with a breakfast room, a laundry room, and a two-car attached garage. The second floor contains one bedroom, a loft, a full bath and a storage area.

Unit No. J-36 is a Type A (Deercrest) Unit containing approximately 2,766 square feet on two levels, not including the garage. The first floor contains a foyer, a great room, a den, a master bedroom with a full bath, a dining room, a kitchen with a breakfast room, a laundry room, a half bath, a screened porch and a two-car attached garage. The second floor contains a bedroom, a loft, a full bath and a storage area.

Unit No. J-37 is a Type A (Fawnscrest) Unit containing approximately 2,816 square feet on two levels, not including the garage. The first floor contains a foyer, a great room, a den, a master bedroom with a full bath, a dining room, a kitchen with a breakfast room, a laundry room, a half bath, a screened porch and a two-car attached garage. The second floor contains two bedrooms, a loft, a full bath and a storage area.

Unit No. J-49 is a Type A (Deercrestl) Unit containing approximately 3,141 square feet on two levels, not including the garage. The first floor contains a foyer, a great room, a den, a master bedroom with a full bath, a dining room, a kitchen with a breakfast room, a laundry room, a half bath, a screened porch, a wood deck and a two-car attached garage. The second floor contains two bedrooms, a loft, a full bath and a storage area.

Unit No. J-41 is a Type A (Deercrest) Unit containing approximately 2,806 square feet on two levels, not including the garage. The first floor contains a foyer, a great room, a den, a master bedroom with a full bath, a dining room, a kitchen with a breakfast room, a laundry room, a half bath, a screened porch and a two-car attached garage. The second floor contains three bedrooms, a full bath and a storage area.

Unit No. J-42 is a Type B (Fawnskeep) Unit containing approximately 2,013 square feet on one level, not including the garage. The single floor contains a foyer, a great room, a den, two bedrooms, two full baths, a dining room, a kitchen with a breakfast room, a laundry room, a screened porch and a two-car attached garage.

Unit No. J-43 is a Type B (Fawnskeep) Unit containing approximately 2,022 square feet on one level, not including the garage. The single floor contains a foyer, a great room, a den, two bedrooms, two full baths, a dining room, a kitchen with a breakfast room, a laundry room, a screened porch and a two-car attached garage.

Unit No. I-22 is a Type A (Deercrest) Unit containing approximately 2,283 square feet of living area on two levels, not including the garage. The first floor contains a foyer, a great room, a study, a master bedroom with a ful1 bath, a dining room, a kitchen with a breakfast nook, a laundry room, a half bath, a mechanical room, a porch and a two-car attached garage. The second floor contains two (2) bedrooms, a full bath and a storage area.

Unit No. l-24 is a Type A (Deercrest) Unit containing approximately 2,231 square feet of living area on two levels, not including the garage. The first floor contains a foyer, a great room, a study, a master bedroom with a full bath, a dining room, a kitchen with a breakfast nook, a laundry room, a half bath, a mechanica1 room, a porch and a two-car attached garage. The second floor contains two (2) bedrooms, a full bath and a storage area.

Unit No. I-27 is a Type A (Deercrest) Unit containing approximately 2,269 square feet of living area on two levels, not including the garage. The first floor contains a foyer, a great room, a study, a master bedroom with a full bath, a dining room, a kitchen with a breakfast nook, a laundry room, a half bath, a mechanical room, a porch and a two-car attached garage. The second floor contains two (2) bedrooms, a full bath and a storage area.

Unit No. J-31 is a Type A (Deercrest) Unit containing approximately 2,766 square feet of living area on two levels, not including the garage. The first floor contains a foyer, a great room, a den, a master bedroom with a full bath, a dining room, a kitchen with a breakfast nook, a laundry room, a half bath, a porch and a two-car attached garage. The second floor contains a bedroom, a loft, a full bath and a storage area.

Unit No. J-32 is a Type A (Deercrest) Unit containing approximately 2,811 square feet of living area on two levels, not including the garage. The first floor contains a foyer, a great room, a den, a master bedroom with a full bath, a dining room, a kitchen with a breakfast nook, a laundry room, a half bath, a porch and a two-car attached garage. The second floor contains two bedrooms, a loft, a full bath and a storage area.

Unit No. J-34 is a Type B (Fawnskeep) Unit containing approximately 2,241 square feet of living area on one level, not including the garage. The single floor contains a foyer, a great room, a study, a master bedroom with a full bath, two bedrooms, two full baths, a dressing room, a dining room, a kitchen with a breakfast nook, a laundry room, an enclosed back porch, a front porch and a two-car attached garage.

Unit No. I-23 is a Type A (Deercrest) Unit containing approximately 2,362 square feet of living area on two levels, not including the garage. The first floor contains a foyer, a great room, a study, a master bedroom with a ful1 bath, a dining room, a kitchen with a breakfast nook, a laundry room, a half bath, a mechanical room, a porch and a two-car attached garage. The second floor contains a loft, a bedroom, a full bath and a storage area.

Unit No. 1-25 is a Type A (Deercrest) Unit containing approximately 2,313 square feet of living area on two levels, not including the garage. The first floor contains a foyer, a great room, a study, a master bedroom with a ful1 bath, a dining room, a kitchen with a breakfast nook, a laundry room, a half bath, a mechanical room, a porch and a two-car attached garage. The second floor contains two (2) bedrooms, a full bath and a storage area.

Unit No. I-26 is a Type A (Deercrest) Unit containing approximately 3,025 square feet of living area on two levels, not including the garage. The first floor contains a foyer, a great room, a den, a master bedroom with a full bath, a dining room, a kitchen with a breakfast nook, a laundry room, a half bath, a sunroom, a porch and a two-car attached garage. The second floor contains two bedrooms, a loft, a full bath and a storage area.

Unit No. 1-21 is a Type A (Deercrest) Unit containing approximately 2,881 square feet of living area on two levels, not including the garage. The first floor contains a foyer, a great room, a den, a master bedroom with a full bath, a dining room, a kitchen with a breakfast nook, a laundry room, a half bath, a sunroom, a porch and a two-car attached garage. The second floor contains two bedrooms, a loft, a full bath and a storage area.

Unit No. I-30 is a Type A (Deercrest) Unit containing approximately 2,906 square feet of living area on two levels, not including the garage. The first floor contains a foyer, a great room, a den, a master bedroom with a full bath, a dining room, a kitchen with a breakfast nook, a laundry room, a half bath, a porch and a two-car attached garage. The second floor contains a bedroom, a loft, a full bath and a storage area.

Unit No. 1-28 is a Type A (Deercrest) Unit containing approximately 2,923 square feet of living area on two levels, not including the garage. The first floor contains a foyer, a great room, a den, a master bedroom with a full bath, a dining room, a kitchen with a breakfast nook, a laundry room, a half bath, a storage area, a wood deck, a porch and a two-car attached garage. The second floor contains two bedrooms, a loft, a full bath and a storage area.

Unit No. I-29 is a Type A (Deercrest) Unit containing approximately 2,819 square feet of living area on two levels, not including the garage. The first floor contains a foyer, a great room, a den, a master bedroom with a full bath, a dining room, a kitchen with a breakfast nook, a laundry room, a half bath, a storage area, a porch and a two-car attached garage. The second floor contains two bedrooms, a loft, a full bath and a storage area.

Any inconsistencies between the above narrative description and the Allotted Drawings shall be resolved in favor of the Allotted Drawings.

EXHIBIT E

UNIT NO.	PHASE NO.	UNIT ADDRESS	UNIT TYPE	SQUARE FOOTAGE	PERCENTAGE OF INTEREST IN COMMON ELEMENTS AND PERCENTAGE OF INTEREST IN COMMON EXPENSES, COMMON ASSESSMENTS, COMMON SURPLUS, COMMON PROFITS AND COMMON LOSSES*
Circle G					
G-1	II	201 Manor Brook Dr.	B	1958	1.70
G-2	II	203 Manor Brook Dr.	A	2873	2.50
G-3	II	205 Manor Brook Dr.	B	3087	2.69
G-4	II	207 Manor Brook Dr.	B	1968	1.71
G-5	II	209 Manor Brook Dr.	B	1954	1.70
G-6	I	211 Manor Brook Dr.	A	2685	2.34
G-7	I	213 Manor Brook Dr.	A	2665	2.32
G-8	II	215 Manor Brook Dr.	A	3883	3.38
G-9	I	217 Manor Brook Dr.	A	2786	2.43
G-10	I	219 Manor Brook Dr.	B	2085	1.82
G-11	II	221 Manor Brook Dr.	B	2157	1.88
Circle H				*28101*	
H-12	IV	223 Manor Brook Dr.	B	2028	1.77
H-13	III	225 Manor Brook Dr.	B	2120	1.85
H-14	III	227 Manor Brook Dr.	A	2748	2.39
H-15	III	229 Manor Brook Dr.	A	3112	2.71
H-16	IV	231 Manor Brook Dr.	A	3163	2.75
H-17	III	233 Manor Brook Dr.	B	2280	1.99
H-18	III	235 Manor Brook Dr.	B	2061	1.75
H-19	III	237 Manor Brook Dr.	A	2812	2.45
H-20	IV	239 Manor Brook Dr.	A	2311	2.01
Circle I				*22635*	
I-21	IX	241 Manor Brook Dr.	A	3125	2.72
I-22	VII	243 Manor Brook Dr.	A	2295	2.00
I-23	VIII	245 Manor Brook Dr.	A	2511	2.19
I-24	VII	247 Manor Brook Dr.	A	2459	2.14
I-25	VIII	249 Manor Brook Dr.	A	2375	2.07
I-26	VIII	251 Manor Brook Dr.	A	3040	2.65
I-27	VII	253 Manor Brook Dr.	A	2166	1.89
I-28	X	255 Manor Brook Dr.	A	2969	2.59

UNIT NO.	PHASE NO.	UNIT ADDRESS	UNIT TYPE	SQUARE FOOTAGE	PERCENTAGE OF INTEREST IN COMMON ELEMENTS AND PERCENTAGE OF INTEREST IN COMMON EXPENSES, COMMON ASSESSMENTS, COMMON SURPLUS, COMMON PROFITS AND COMMON LOSSES*
I-29	X	257 Manor Brook Dr.	A	2821	2.46
I-30	IX	259 Manor Brook Dr.	A	2922	2.54
Circle J				*26683*	
J-31	VII	258 Manor Brook Dr.	A	2989	2.60
J-32	VII	260 Manor Brook Dr.	A	3019	2.63
J-33	V	262 Manor Brook Dr.	A	3236	2.82
J-34	VII	264 Manor Brook Dr.	B	2681	2.33
J-35	V	266 Manor Brook Dr.	A	3016	2.63
J-36	VI	268 Manor Brook Dr.	A	2803	2.44
J-37	VI	270 Manor Brook Dr.	A	2836	2.47
J-38	V	272 Manor Brook Dr.	B	2040	1.78
J-39	V	274 Manor Brook Dr.	A	2526	2.20
J-40	VI	276 Manor Brook Dr.	A	3138	2.73
J-41	VI	278 Manor Brook Dr.	A	2833	2.47
J-42	VI	280 Manor Brook Dr.	B	2132	1.86
J-43	VI	282 Manor Brook Dr.	B	2026	1.76
J-44	V	284 Manor Brook Dr.	A	2172	1.89
				37447	100.00%
		Total Square Footage:		114866	

* The percentages of interest are based on the square footages of each Unit compared to the aggregate square footage of all Units.