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Portage County Ohio
Lori Calcei County Recorder

File# 202614912

AMENDED AND RESTATED

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

THE MEADOWS OF WALDEN CONDOMINIUM,

A CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE MEADOWS OF WALDEN CONDOMINIUM, A CONDOMINIUM RECORDED AT VOLUME 969, PAGE 42 ET SEQ. OF THE PORTAGE COUNTY RECORDS.

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM FOR
THE MEADOWS OF WALDEN CONDOMINIUM

RECITALS

A. The Declaration of Condominium Ownership for The Meadows of Walden Condominium, a Condominium (the "Declaration") and The Meadows of Walden Condominium Association Bylaws (the "Bylaws"), Exhibit D of the Declaration, were recorded at Portage County Records, Volume 969, Page 42 et seq.

B. This Amended and Restated Declaration of Condominium Ownership for The Meadows of Walden Condominium, a Condominium (the "Amended and Restated Declaration") incorporates the Declaration and Bylaws, the First Amendment to the Declaration recorded on May 12, 1980 at Volume 978, Page 194 et seq., the Second Amendment to the Declaration recorded on April 22, 1981 at Volume 986, Page 393 et seq., the Third Amendment to the Declaration recorded on October 13, 1981 at Volume 990, Page 941 et seq., the Fourth Amendment to the Declaration recorded on March 23, 1982 at Volume 994, Page 72 et seq., the Fifth Amendment to the Declaration recorded on April 25, 1984 at Volume 1013, Page 394 et seq., the Sixth Amendment to the Declaration recorded on July 21, 1986 at Volume 1040, Page 83 et seq., the Seventh Amendment to the Declaration recorded on July 22, 1986 at Volume 1040, Page 151 et seq., the Amendment to the Declaration recorded on April 26, 2013 at Instrument No. 201309114, the Amendment to the Declaration recorded on March 1, 2016 at Instrument No. 201602901, the Amendment to the Declaration recorded on November 2, 2017 at Instrument No. 201718732, the Amendment to the Declaration recorded on July 26, 2021 at Instrument No. 202115894, and the Amendment to the Declaration recorded on November 23, 2022 at Instrument No. 202219845 of the Portage County Records. The result is a single text that is written as if the text of the above-referenced Amendments had been included in the Declaration and Bylaws.

C. This Amended and Restated Declaration and Bylaws have been prepared at the direction of the Association for the convenience of the Unit Owners as well as for prospective purchasers of Units within The Meadows of Walden Condominium.

D. Unit Owners and prospective Unit Owners are reminded that this restatement of the Declaration, Bylaws, and previously recorded Amendments does *not* materially alter the Declaration and previously recorded Amendments. The Declaration and Bylaws and the Amendments are available for review at the

Portage County Recorder's Office. Any inconsistency between the Declaration, Bylaws, and Amendments, and this Amended and Restated Declaration and Bylaws will be resolved in favor of the Declaration, Bylaws, and the Amendments.

The Meadows of Walden Condominium Association has caused the execution of this instrument this 31st day of August, 2026.

THE MEADOWS OF WALDEN CONDOMINIUM ASSOCIATION

By: Douglas W. Urban
DOUGLAS W. URBAN, President

STATE OF OHIO)
) SS
COUNTY OF PORTAGE)

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named The Meadows of Walden Condominium Association, by its President, **DOUGLAS W. URBAN**, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of the corporation and the free act and deed of each of them personally and as such officers.

I have set my hand and official seal this 31 day of August, 2026.

NOTARY PUBLIC

Place notary stamp/seal here:

NOTARY PUBLIC STATE OF OHIO
ANDREW DENNIS LUSK
Notary Public
State of Ohio
My Comm. Expires
March 5, 2028

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
50 Public Square, Suite 2000
Cleveland, Ohio 44113
(216) 696-0650
ohiocondolaw.com

THE MEADOWS OF WALDEN CONDOMINIUM ASSOCIATION

By: _____
ELIZABETH L. WILLIGER, Vice-President

STATE OF OHIO)
) SS
COUNTY OF PORTAGE)

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named The Meadows of Walden Condominium Association, by its Vice-President, **ELIZABETH L. WILLIGER**, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of the corporation and the free act and deed of each of them personally and as such officers.

I have set my hand and official seal this 31st day of August, 2026.

_____
NOTARY PUBLIC

Place notary stamp/seal here:

NOTARY PUBLIC STATE OF OHIO
ANDREW DENNIS LUSK
Notary Public
State of Ohio
My Comm. Expires
March 5, 2028

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
50 Public Square, Suite 2000
Cleveland, Ohio 44113
(216) 696-0650
ohiocondolaw.com

AMENDED AND RESTATED

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

THE MEADOWS OF WALDEN CONDOMINIUM,

A CONDOMINIUM

AMENDED AND RESTATED

DECLARATION OF CONDOMINIUM

THE MEADOWS OF WALDEN CONDOMINIUM

WHEREAS, THE WALDEN COMPANY, LTD., An Ohio Limited Partnership, successor to Portage Homes, Inc., and hereinafter referred to as "Developer", was the Owner in fee simple of the real property described in Exhibit B, attached hereto and incorporated by reference herein; and,

WHEREAS, A Warranty Deed and Declaration of Covenants and Restrictions from Developer has been recorded imposing certain covenants, restrictions, easements, charges and liens against said real property; and,

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

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

WHEREAS, Developer desired to provide, if it chose, for the submission of the real property described in Exhibit G or portions thereof from time to time, together with the improvements constructed thereon, to the provisions of Chapter 5311 of the Ohio Revised Code.

NOW, THEREFORE, Developer hereby declared:

Article I. Legal Description and Definitions.

A. Legal Description.

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

B. Definitions.

The following terms used herein are defined as follows:

1) Unit - means "Unit" as is defined by Section 5311.01 (I) of the Ohio Revised Code and includes only the layout and delineation of a Unit as shown on the drawings marked Exhibit A and A-1 sheets 1 through 16.

2) Unit Owner - means "Unit Owner" as is defined by Section 5311.01 (J) of the Ohio Revised Code.

3) Association - means The Meadows of Walden Condominium Association and also shall mean the same as "Unit Owners Association" as defined by Section 5311.01 (L) of the Ohio Revised Code.

4) Common Elements - means Common Elements as defined in Section 5311.01 (B) of the Ohio Revised Code.

5) Limited Common Elements - means Limited Common Elements as defined in Section 5311.01 (K) of the Ohio Revised Code which areas are so designated on the drawings and referred to in the drawings as "L.C.A." and the Declaration and Bylaws as "L.C.E.".

6) Common Expenses - means:

i) Common Expenses as defined in Section 5311.01 (D) of the Ohio Revised Code,

ii) expenses of administration, expenses of maintenance, operation, repair or replacement of the Common Elements and of the portions of Units to be maintained by the Association.

iii) expenses declared to be Common Expenses by provisions of this Declaration or the Bylaws.

iv) any valid charge against the condominium as a whole.

7) Condominium Property - means the real property described in Exhibit B and all buildings and other improvements thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners; provided, however, if and when

all or any part of the real property described in Exhibit G have been added to the Condominium Property pursuant to the provisions of Article XV hereof, the term "Condominium Property" shall also include the real property described in Exhibit G or said portions thereof, and all buildings and all other improvements thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners.

8) All terms used herein which are defined in Chapter 5311 of the Ohio Revised Code have the same meaning herein.

Article II. Name and Address.

The name by which this condominium is to be identified is The Meadows of Walden Condominium and its address is Walden, Ridgeway Drive Aurora, Ohio 44202.

Article III. The Purpose of and Restrictions on Use of Condominium Property.

A. Purpose.

No part of the Condominium Property shall be used for other than single family housing and the common recreational purposes for which the property was designed. Each Unit shall be used for a single family and for no other purpose. An Owner may use a portion of his Unit for his office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Owner or occupant; and providing further that it does not involve the personal services of any Unit Owner.

B. Restrictions.

1) Obstruction of Common Elements - There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Association except as hereafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair, his own Unit.

2) Hazardous Uses and Waste - Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the building or contents thereof, applicable for residential use. No Unit Owner shall permit anything to be done or kept in his Unit or the L.C.E. appertaining thereto, 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 will be committed in any part of the Condominium Property.

3) Exterior Surfaces of Buildings - Unit 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 and/or television antenna or article of any kind whatsoever shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Association, other than those originally provided by the Developer.

4) Animals and Pets - No animals, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats, or other common and accepted household pets may be kept in Units, subject to rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that when such pet shall be outside the Unit on the Common Elements, the Owner shall at all times have said pet under its control and discipline.

5) Nuisances - No noxious or offensive activity shall be carried on in any Unit or in the 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.

6) Impairment of Structural Integrity of Building - Nothing shall be done in any Unit or in or on to the Common Elements which will impair the structural integrity of the building or which would structurally change the building.

7) Laundry or Rubbish in Common Elements - No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials.

8) Use of Common Elements - There shall not be placed or parked any recreational implement, lawn furniture, boats, trailers, vehicles, toys, or other similar articles on any part of the Common Elements except in accordance with rules and regulations therefore adopted by the Association.

9) Prohibited Activities - No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or

permitted on any part of the Condominium Property. Notwithstanding anything contained in this Declaration, or the Bylaws, the Developer and its Successor developers shall have the right to use one or more Units for business or promotion purposes, including, but not limited to sales offices and model Units.

10) Alteration of Common Elements - Nothing shall be altered or constructed in or removed from the Common Elements except as hereinafter provided and except upon the written consent of the Association. In no event shall deterioration, construction, or addition be made to a living Unit within the Common Elements except within Limited Common Elements which are associated with a particular living Unit after written consent by the Association in accordance with its rules and regulations. Swimming pools, outdoor whirlpools, trampolines, and similar recreation facilities are expressly prohibited.

11) Leasing of Units – To create a community of resident Unit Owners, to remain within mortgagee owner-occupancy limitations, and to further protect and preserve the Declaration's fundamental purposes, including, without limitation, the preservation of property values and the well-being of Unit Owners and occupants; no Unit can be leased, let, or rented, whether for monetary compensation or not, by a Unit Owner to others for business, speculative, investment, or any other purpose, subject to the following:

a) The above prohibition does not apply to:

i) Units that are occupied by the parent(s) or child(ren) of the Unit Owner; or,

ii) any Unit Owner leasing or renting their Unit at the time of recording of this amendment with the Portage County Recorder's Office, and who has registered their Unit as being leased with the Association within 90 days of the recording of the amendment on July 26, 2021, at Instrument No. 202115894 ("Grandfathered Unit"). The Unit Owner of a Grandfathered Unit can continue to enjoy the privilege of leasing that Unit, subject to the restrictions and requirements in subparagraph (iii), until the current lease on said Grandfathered Unit expires, at which time the Unit will no longer be classified as a Grandfathered Unit.

b) To meet a special situation and to avoid a practical difficulty or other undue hardship, each Unit Owner has the right to lease their Unit to a specified renter/tenant for a one-time period of no more than 24 consecutive calendar months, subject to the restrictions and requirements as identified in subparagraphs (iii) and (iv) below. To exercise this right, the Unit Owner:

i) must provide the Board with prior, written notice at least 10 business days prior to the commencement of the lease;

ii) cannot be more than 30 days delinquent in any assessment or other payment due to the Association. If the Unit Owner is more than 30 days delinquent, the Unit Owner may request and receive a one-time hardship exception only with the Board's prior written consent.

c) The leasing of any Unit in accordance with subparagraphs (i) or (ii) above is subject to the following conditions and restrictions:

i) No Unit can be leased, let, or rented by the Unit Owner for transient purposes, which is defined to mean a rental for any period less than 12 full, consecutive calendar months, nor rented or leased to any business or corporate housing or similar type usage. Sub-leasing of any Unit and the leasing of an individual room in a Unit, in whole or in part, is also prohibited.

ii) The Association has at all times a limited power-of-attorney from and on behalf of any Unit Owner who is more than 30 days delinquent in the payment of any Assessment or charges due the Association to collect the lease/rent payments directly from the delinquent Unit Owner's tenant/renter until such delinquency is paid in full.

iii) All leases must be in writing and a copy provided to the Board prior to the beginning of the lease term. The

renter-tenant must abide by the terms of the Declaration, Bylaws, and Rules and regulations. When a Unit Owner leases their Unit, the Unit Owner relinquishes all amenity privileges, but continue(s) to be responsible for all obligations of ownership of their Unit and jointly and severally liable with the renter-tenant to the Association for the conduct of the renter/tenant and any damage to property.

iv) In accordance with Ohio law, the Association may initiate eviction proceedings to evict any tenant, for any violation of the Declaration, Bylaws, Rules, or applicable laws, by the tenant, any occupant of the Unit, or the Unit Owner of the Unit. The action will be brought by the Association, as the Unit Owner's agent, in the name of the Unit Owner. In addition to any procedures required by the State law, the Association will give the Unit Owner(s) at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, will be charged to the Unit Owner(s) and the subject of a special assessment against the offending Unit Owner and made a lien against that Unit.

d) Any land contract for the sale of a Unit must be recorded with the Portage County Recorder's Office and a recorded copy of the land contract must be delivered to the Board within 30 days of such recording. Any land contract not recorded is an impermissible lease.

e) The Board may adopt and enforce rules and definitions in furtherance, but not in contradiction of the above provisions, including, without limitation, rules to address and eliminate attempts to circumvent the meaning or intent or this Section 11) and in furtherance of the preservation of Meadows of Walden as a Unit Owner-occupied community and against the leasing of Units for investment and other purposes, the Board further has full power and authority to deny the occupancy of any Unit by any person or family if the Board, in its sole discretion, determines that the Unit Owner of such Unit is

intending or seeking to circumvent the meaning, purpose, or intent of this Section 11).

12) Owner/Resident Information – In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Unit Owner will, within 30 days of the recording of this Amendment or within 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 Unit Owner, Any change in the information will be provided to the Board, in writing, within 30 days of said change.

13) Occupancy Restriction – A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Unit or remaining in or on the Condominium Property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association is not, however, liable to any Unit Owner or occupant, or anyone visiting any Unit Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

C. Rights of Other Lands.

A Warranty Deed and Declaration of Covenants and Restrictions from The Walden Company, Ltd., has been recorded imposing certain covenants, restrictions, easements and charges and liens against the lands on which this condominium is located. Said Deed and Declaration is dated the 19th day of July 1979, and is recorded in the Portage County Record of Deeds. All Unit Owners have all of the rights, privileges and responsibilities created or imposed by said Deed and Declaration, including but not limited to in all rights, privileges and responsibilities as a member of The Walden Association as same is established in said Deed and Declaration. Said Deed and Declaration is hereby incorporated by reference herein as if fully rewritten.

Article IV. General Description of Building and Improvements.

A. Buildings.

1) There are twenty-six (26) buildings, both single and multi-level, constructed of wood, brick, block and glass construction containing in the aggregate fifty-two (52) separate condominium Units. The location, layout, designation and boundaries of said Units and the location, layout, designation and boundaries of the Common Elements, insofar as is graphically practical are shown on the set of drawings set forth in Exhibits A and A-1 for Phase I and amendments to Exhibits A and A-1 for subsequent phases as added by amendment to this Declaration upon addition of any portion of the real property described in Exhibit G, pursuant to the provisions of Article XV hereof, all as attached hereto and incorporated by reference herein.

2) Also attached hereto and a part of Exhibit C Sheets 1 through 16 are certain typical architectural views and typical Unit interior layouts which are not intended to be part of the drawings required by Section 5311.07 of the Ohio Revised Code or as later amended but are intended to be used for an architectural reference.

B. Paved Areas.

There have also been constructed paved asphalt and concrete driveways and roadways which wind through the common property providing each Unit with paved access to Walden Drive, a dedicated City of Aurora street, and also to various off-street parking areas within the Condominium Property.

Article V. Information about Condominium Property.

A. Units.

Each of the Units hereinbefore declared and established as a freehold estate shall consist of all the space bounded by the undecorated surfaces of the perimeter walls, floors, and ceilings of each Unit, including the vestibules, balconies, and garages, if any, as designated on the Drawings, projected, if necessary, by and partitions or roof rafters to constitute a complete enclosure of space, provided that, wherever such undecorated surfaces or the area immediately adjoining such surfaces consist of plaster or plasterboard or concrete or wooden floor, all of such plaster or plasterboard or concrete or wooden floor contiguous to such surface shall be included within the Unit but excepting the space occupied thereby lying outside

the perimeters of the Unit. The dimensions, layouts, and descriptions of each such Unit are shown on the drawings and include without limitation:

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

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

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

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

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

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

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

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

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

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

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

B. Common and Limited Common 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 and storage spaces, community and commercial facilities, sewer pipes, water mains, pumps, trees, lawns, gardens, pavement, wires, conduits, utility lines and ducts now or hereafter situated on the Condominium Property, are hereby declared and established as the Common Elements.

2) 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 D 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.

3) 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 voting purposes and for the division of common benefits and expenses, as hereinafter described in Section B, of Article VIII of this Declaration, shall be as follows:

SEE "SCHEDULE OF UNITS" ATTACHED
HERETO AS EXHIBIT "E".

The percentage was determined by the fair market value of the Unit at the time of recording this Declaration on or about July 25, 1979, at Volume 969, Page 42 et seq., which bears to the then aggregate value of all of the Units having an interest in the Common Elements.

Except in its capacity as a Unit Owner of unsold condominium ownership interests, the Developer will not retain a property interest in any of the Common Elements after control of the condominium development is assumed by the Unit

Owners other than Developer, except that Developer may retain an interest consistent with this Declaration and required to insure ingress and egress from and to the Common Elements by the prospective Unit Owners in additional property added to the Condominium Property by amendment of this Declaration pursuant to Articles XIII and XV herein.

4) Description of the Limited Common Elements - Included in the Common Elements but restricted to the use of the Owners of the Units to which such elements are appurtenances intended for the service of such Units, referred to in Article V, Section A, hereof, are Limited Common Elements (L.C.E.), whether open or enclosed, if any, designated or intended solely for the use of one or more of such Units to the exclusion of the others, as shown on the Drawings, together with such areaways and access walks to reasonably provide access to said Limited Common Elements and the Unit which said Limited Common Elements is associated.

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.

Article VI. General Provisions as to Units and Common Elements.

A. Maintenance of Units.

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

2) By the Unit Owner - The responsibility of each Unit Owner shall be as follows:

a) To maintain, repair and replace at his expense all portions, of his Unit and the L.C.E. appertaining thereto, and all installations in said Unit and the L.C.E. appertaining thereto of such appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any other utility service facilities located within the Unit boundaries and the L.C.E. appertaining thereto; said Unit Owner shall also

maintain, repair and replace at his expense any air conditioning and/or heating apparatus located outside his Unit which apparatus serves his Unit and the L.C.E. appertaining thereto.

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

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

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

e) Not to paint, or otherwise decorate or change the appearance of any portion of the building not within the walls of the Unit and the L.C.E. appertaining thereto, unless the written consent of the Association is obtained.

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

g) Not to make any alterations in the portions of the Unit and the L.C.E. appertaining thereto or the building which are to be maintained by the Association or on the Common Elements or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the Directors of the Association, nor shall any Unit Owner impair any easement without first obtaining the written consents of the Association and of the Owner or Owners for whose benefits such easement exists.

B. Use and Maintenance of Common Elements.

1) 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 and regulations pertaining thereto as from time to time may be adopted by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right but not the obligation, to promulgate rules and regulations limiting the use of the Common Elements to members of the Association and their respective families, guests, invitees, and servants, as well as to provide for the exclusive use by a Unit Owner and his guests, for specific occasions, of the recreational areas or other similar facilities. Such use may be conditioned upon, among other things, the payment by the Unit Owner of such assessments as may be established by the Association for the purpose of defraying costs thereof.

2) Management, Maintenance, Repairs, Alterations, and Improvements - Except as otherwise provided herein, management, repair, alteration and improvement of the Common Elements shall be the responsibility of the Association. The Association may, but shall not be required, to delegate all or any portion of its authority to discharge such responsibility of the Association to a manager, a managing agent, or a management company. Such delegation may be evidenced by a management contract (which shall not exceed one (1) year duration), which may be executed on behalf of the Association by the officers of the Association and which shall provide for the duties to be performed by the manager, managing agent, or management company, Upon the expiration of said contract, the Association, by its Board of Directors, may renew the said management contract for an additional period, or designate a different manager for the property, and enter into a new contract with said manager. Upon assumption of control of the Board of Directors by the Unit Owners, other than the Developer, as provided in the Bylaws, said Unit Owners and the Association will not be bound for more than one (1) year by any management contract or agreement executed prior to said assumption of control unless such contract or agreement is renewed by a vote of the newly constituted. Board of Directors.

3) Ponds and Waters - The Association shall be responsible to maintain the shoreline of any ponds or bodies of water located on Condominium Property. The Association shall also be responsible for weed control and maintenance of the ponds and bodies of water, however in the event that said ponds and/or bodies of water are located in part or other adjacent lands, the Association shall be responsible to maintain and pay for cost of weed control and other maintenance

pro-rata based upon the number of feet of shoreline of the ponds that is located with the condominium to the total shoreline of the pond or body of water.

C. Repairs to Common Elements Necessitated by Unit Owners Acts.

Each Owner agrees to maintain, repair and replace at his expense, all portions of the Common Elements which may be damaged or destroyed by reason of his own or any occupant's act or neglect, or by the act or neglect of any invitee, licensee, or guest of such Owner or occupant.

D. Use and Maintenance of Limited Common Elements.

1) Each Owner agrees to maintain, repair, and replace, at his expense, all portions of the L.C.E. appertaining to his Unit.

2) Association shall not be responsible for the repair, maintenance, or improvement of the L.C.E., except that within said limited elements, snow shall be removed from drives and walkways by Association.

E. Construction Defects.

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

F. Effect of Insurance or Construction Guarantees.

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

G. No Severance of Ownership.

No Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit ownership without including therein both his interest in

the Unit and his corresponding percentage of ownership in the Common 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. For purposes of conveyance of title to a purchaser of a Unit, description by setting forth the name of the Condominium Property, the number of the Unit or Units and the numbers of the volumes and initial pages of the records of the Declaration and Drawings shall be adequate to convey the fee simple, title thereto together with the percentage in and to the Common Elements.

H. Easements.

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

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

3) Easements for Certain Utilities - The Association may hereafter grant easements for utility purposes for benefit of the Condominium Property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains and lines, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the Common Elements and each Unit Owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge, and record, for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing.

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

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

6) Easements to City of Aurora - Easements are hereby declared and granted to the City of Aurora, Ohio, and any successor public utility operating the City's water and sewer services for the purpose of maintaining, operating, relocating, removing and replacing, necessary sewer and water lines, manholes and appurtenances thereto that now exist or may hereafter be installed upon the Condominium Property, wherever situated with the right of reasonable access thereto. The City of Aurora, and assigns, shall be responsible to restore the Condominium Property to as nearly as practicable to its original condition.

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

8) Other Easements - Easements are hereby declared and granted for roadway purposes and for ingress and egress to Developer, and its assigns, as set forth in Exhibit H. Further, an easement for common drive purposes for the benefit of the Unit Owners and others is declared and set forth in Exhibit F.

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

10) Rights to Oil and Gas - The Condominium Property is subject to the right of Developer to obtain, explore, and drill for producing oil and all gas under said property, however, in no event shall any drilling or exploration occur on the Condominium Property. All rights to said oil and gas are hereby reserved to the Developer, its successors and assigns.

Article VII. Unit Owners' Association.

A. Membership.

Developer caused to be formed a Unit Owners Association to be called The Meadows of Walden Condominium Owners Association (hereinafter and before sometimes called the "Association") which shall act as the manager of the Condominium Property. The Association was established not later than the date the deed or other evidence of ownership was filed for record following the first sale of a condominium ownership interest in the development. Each Unit Owner, upon acquisition of title to a Unit within the Condominium Property as presently constituted, shall automatically become a member of the Association. Membership in the Association shall be limited to Unit Owners.

B. The Board of Directors and Officers.

The Board of Directors and Officers of the Association elected as provided in the Bylaws of the Association attached hereto as Exhibit D shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, or except as otherwise specifically provided; however, that in the event any such power, duty or right shall be deemed exercisable or dischargeable by or vested in, an officer or member of the Board 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.

C. Administration of Condominium Property.

The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the Bylaws. Each Owner, tenant, or occupant of a Unit shall comply with the provisions of this Declaration, the Bylaws, decisions and resolutions of the Association and/or its representatives, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions, shall be grounds for an action to recover sums due for damages or for injunctive relief.

D. Service of Process.

The person to receive service of process for the Association will 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 VIII. Assessments.

A. General.

Assessments for the payment of the Common Expenses shall be made in the manner provided herein, and in the manner provided in the Bylaws.

In accordance with Ohio Revised Code Section 5311.18(A)(2), the Association will 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 Profits and Common Expenses.

The proportionate shares of the separate Owners of the respective condominium Units in the common profits and the Common Expenses of the operation of the Condominium Property as well as their proportionate representation for voting purposes in the Association is based upon the proportionate estimated fair value that each of the Units bears to the aggregate fair value of all of the Units. The acquisition or occupancy of any Unit shall be conclusive evidence against the Owner or occupant thereof that the percentage set forth opposite each Unit in Exhibit E is in the proportion that the fair value of the Unit at the date this Declaration was originally filed for record on or about July 25, 1979, at Volume 969, Page 42 et seq., bears to the then aggregate value of all of the Units having an interest in the Common Elements. The proportionate share of profits and expenses and proportionate representation for voting purposes of each Unit Owner shall be in accordance with said percentages set forth in Exhibit E. The fair value of each Unit as determined by the creator of this Declaration shall be conclusive as to all parties.

C. Non-Use of Facilities.

No Owner of a Unit may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

D. Lien of Association.

The Association shall have a continuing lien upon the estate or interest in any Unit of the Owner thereof and its percentage of interest in the Common Elements for the payment of the portion of the Common Expenses and chargeable against such Unit which remain unpaid for ten (10) days after the same have become due and payable from the time a certificate therefore, subscribed by the president or other designated representative of the Association, is filed with the Recorder of Portage County, Ohio, pursuant to authorization given by the Board of Directors of the Association. Such certificate shall contain a description of the Unit, the name or names of the record Owner or Owners thereof, and the amount of such unpaid portion of the Common Expenses. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the Court in an action brought to discharge such lien as hereinafter provided. In addition, the Unit Owner and any occupant thereof shall be personally liable for such expenses

chargeable for the period of his ownership or occupancy. Said lien shall also secure any future unpaid Common Expenses which accrue after the filing of said lien.

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 continuing lien provided for in Section D of this Article VIII shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages which have been filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association.

F. Non-Liability of Judicial Sale Purchaser for Past Due Common Expenses.

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

G. Liability for Assessments Upon Voluntary Conveyance.

In a voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments levied by the Association against the grantor and his Unit for his share of Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Board of Directors of the Association after demand has been made upon the Association in writing, setting forth the amount of all unpaid assessments against the grantor due to the Association, and such grantee shall not be liable for nor shall the Unit conveyed be

subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement. As used in this paragraph, "grantor" shall include a decedent's estate and "grantee" shall include a devisee or intestate heir of said decedent.

H. Dispute as to Common Expenses.

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

Article IX. Insurance.

A. Fire and Extended Coverage Insurance.

The Association shall obtain for the benefit of all Unit Owners insurance on all building, structures or other improvements now or at any time hereafter constituting a part of the Condominium Property against loss or damage by fire, lightning and perils, as are at this time comprehended within the term "extended coverage", and vandalism and malicious mischief in an amount not less than the replacement value thereof. Such insurance shall be written in the name of, and the proceeds thereof, shall be payable to the Association, as Trustee for each of the Unit Owners in accordance with the percentage ownership in the Common Elements set forth in Exhibit E. Such policy shall provide for built-in or installed fixtures and equipment in an amount not less than the replacement value thereof. Such policy may include a deductible provision with a maximum of One Hundred Dollars ($100) per, occurrence. Each Unit Owner shall be responsible for any deductible amount in the event of a casualty loss to his Unit.

Such insurance by the Association shall be without prejudice to the right of the Owner of a Unit to obtain individual contents or chattel property insurance, but no Unit Owner may at any time purchase individual policies of insurance on his Unit or his interest in the Common Elements as real property unless the Association shall be named insured in such policy.

At the express written consent of a Unit Owner, such insurance may be extended to insure additions and alterations to a Unit (including but not limited to cabinetry, railings, flooring, tile, carpeting, fixtures, and similar installations and additions or replacements thereof) attached to or situated within that portion of

the premises used exclusively by said Unit Owner and acquired or installed at the expense of said Unit Owner or previous Owner of said Unit. The cost of such additional insurance shall not be a Common Expense and shall be the sole responsibility of the Unit Owner, with no liability or duty on the Association to obtain, maintain or pay for such additional insurance.

Such insurance policy may contain an endorsement recognizing the interest of any mortgagee or mortgagees of any Unit. In the event of any loss estimated to be in excess of Ten Thousand Dollars ($10,000), the Association shall forthwith notify all mortgagees of said estimated loss. The Board of Directors shall also require the insurance carrier of the Association to so notify all mortgagees who are named as "insured" whose interest may appear. However, in no event shall the Board of Directors or the Association be liable for any loss because of failure to notify a mortgagee of record unless said mortgagee has registered with the Association. Mortgagees of record shall have a right to participate in any insurance claim proration in the event said claim is finally determined to be in excess of Ten Thousand Dollars ($10,000). Notwithstanding the foregoing right to participate in said claim, a mortgagee shall not have the right to participate if the claim is a result of a loss or damage to a Unit other than a Unit or Units on which said mortgagee holds a lien unless it can be reasonably shown that its security has been affected by the loss or damage. Any mortgagee may waive the provisions of this paragraph.

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

B. Public Liability Insurance.

The Association shall insure itself, all Unit Owners and members of their respective families and other persons residing with them in the Condominium Property, their tenants, and all persons lawfully in possession or control of any part of the Condominium Property, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from the Common Elements, such insurance to afford protection to a limit

of not less than Three Hundred Thousand Dollars ($300,000) in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than Five Hundred Thousand Dollars ($500,000) in respect to any one occurrence, and to the limit of not less than Fifty Thousand Dollars ($50,000) in respect to damage to or destruction of property arising out of any one accident.

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

C. Insurance Premiums.

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

Article X. Damage or Destruction and Restoration of Buildings.

A. Sufficient Insurance.

In the event the improvements forming a part of the Condominium Property, or any portion thereof, shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof shall be sufficient to pay the cost of such repair, restoration, or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Association in payment therefor; provided, however, that in the event, within thirty (30) days after such damage or destruction, the Unit Owners, if they are entitled to do so pursuant to Section C of this Article X, shall elect to sell the Condominium Property or to withdraw the same from the provisions of this Declaration, then such repair, restoration or reconstruction shall, not be undertaken.

B. Insufficient Insurance.

In the event the improvements forming a part of the Condominium Property, or any portion thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration, or reconstruction, taking into account any insurance proceeds attributable to specific Unit Owner improvements and additions, then, unless the Unit Owners shall within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to Section C of this Article X, elect to withdraw the property from the provisions of

this Declaration, such repair, restoration, or reconstruction of the Units so damaged or destroyed shall be undertaken by the Association at the expense of the Owners of the Units so damaged or destroyed in the same proportions which the cost of repair, restoration or reconstruction of each such Unit so damaged or destroyed bears to the total cost of repair, restoration or reconstruction of all such Units, and such repair, restoration or reconstruction of all or any part of the Common Elements shall be undertaken by the Association at the expense of all the Owners of Units in the same proportions in which they shall own the Common Elements. Should any Unit Owner refuse or fail after reasonable notice to pay his share of such cost in excess of available insurance proceeds, the amount thereof may be advanced by the Association and the amount so advanced by the Association shall be assessed to such Owner and such assessment shall have the same force and effect and, if not paid, may be enforced in the same manner as hereinbefore provided for the non-payment of assessments.

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

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

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

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

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

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

C. Non-Restoration of Damage or Destruction.

In the event of substantial damage to or destruction of seventy percent (70%) or more of the Units (rounded to the nearest whole Unit), the Unit Owners by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power may elect not to repair or restore such damage or destruction. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Unit Owner. In the event of any such sale or a sale of the Condominium Property after such election by agreement of all Unit Owners, the net proceeds of the sale, together with the net proceeds of insurance, if any, and all indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Elements. No Unit Owner, however, shall receive any portion of this share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged.

Article XI. Rehabilitation and Other Improvements.

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

Article XII. Removal from Condominium Ownerships.

The Unit Owners, by unanimous vote may elect to remove the Condominium Property from the provisions of Chapter 5311 of the Ohio Revised Code. 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 Portage County, Ohio, and by him recorded. Such certificate shall certify therein under oath that all liens and encumbrances, except any taxes and assessments not then due and payable, upon all or any part of the Common Elements have been paid, released, or discharged, and shall have also been signed by the Unit Owners, each of whom shall certify therein, under oath that all such liens and encumbrances on his Unit or Units have been paid, released or discharged and further, signed by the President and Secretary of the Board of Directors on behalf of the Association.

Article XIII. Amendment of Declaration and Bylaws.

Except as otherwise provided by this Declaration, the Bylaws, or the law, this Declaration and the Bylaws may be amended by the consent of 75 percent of the Unit Owners by written ballot submitted outside a meeting or by a vote at a meeting called for that purpose. No amendment is effective until filed with the Recorder of Portage County, Ohio. All voting records must be kept and maintained with the Association's records.

Notwithstanding the above, without a Unit Owner vote, the Board may amend the Declaration in any manner necessary for any of the following purposes:

1) To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions;

2) To meet the requirements of insurance underwriters;

3) To bring the Declaration into compliance with the Ohio Condominium Act (Revised Code Chapter 5311);

4) To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration;

5) 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;

6) 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

7) 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.

Any Unit Owner who is aggrieved by an amendment to the Declaration that the Board of Directors makes in accordance with the above may commence a declaratory judgment action to have the amendment declared invalid as violative of the above. Any action filed to contest the validity of the amendment must be filed in the appropriate court of common pleas within one year from the date of the recordation of the amendment.

Article XIV. Remedies for Breach of Covenants and Regulations.

A. Abatement and Enjoinment.

The violation of any restriction or condition or regulation adopted by the Association or the breach of any covenant or provisions contained in the Declaration or in the Bylaws of the Association, shall give the Association the right, in addition to the rights hereinafter set forth in this Article to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, any breach or continuance thereof and further, the Association or its agent shall not be thereby deemed guilty of trespass in any manner for notifying Owner of said 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 Bylaws of the Association, and such violation shall continue for thirty (30) days after notice in writing from the Association, or shall occur repeatedly during any thirty (30) day period after written notice of request from the Association to cure such violation then the Association shall have the power to issue to the defaulting Owner a ten (10) day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to

occupy, use or control his Unit and thereupon an action in equity may be filed by the Association against the defaulting Owner for (a) a decree of mandatory injunction against the Owner or occupancy to cure such violation, or (b) subject to the prior consent of any mortgagee having a security interest in the Unit ownership of the defaulting Owner, which consent shall not be unreasonably withheld, in the alternative a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the Owner in the property shall be sold (subject to the lien of an existing mortgage) at a judicial sale upon such notice and terms as the Court shall establish, except that the Court shall enjoin and restrain the defaulting Owner from re-acquiring his interest at such judicial sale. The Association, however, may acquire said interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioners fees, court reporter charges, reasonable attorney's fees, and all other expenses of the proceedings, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the 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 a Unit sold and may apply to the Court for an appropriate 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 and these Bylaws.

C. **Enforcement Assessments.**

In accordance with Ohio Revised Code Section 5311.081(B)(12), the Board will 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:

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.

D. <u>Suspended Rights.</u>

In accordance with Ohio Revised Code Section 5311.081(B)(18), when a Unit Owner is delinquent in the payment of Assessments for more than 30 days, the

Board may, by a majority vote, suspend the voting privileges of the Unit Owner and/or right of the occupants to use the recreational facilities.

E. Cost of Enforcement.

The Board may levy reasonable enforcement assessments if any Unit Owner (either by his or her conduct or by the conduct of any occupant or guest of his or her Unit) will violate any provision of the Declaration, Bylaws, or rules. The Board may also levy reasonable charges for damage to the Common Elements or any part of the Condominium Property for which the Association is responsible to maintain. Said Unit Owner will pay to the Association, in addition to any other sums due, any enforcement assessments, any charges for damage, and all fees, costs and expenses the Association incurs in connection with the enforcement of any provision of the Declaration, Bylaws, or rules and/or repair of damage, including reasonable attorneys' fees and/or court costs. Said enforcement assessments, charges for damage, fees, costs, and expenses will be charged as a special assessment against said Unit Owner. The Association, in addition to all other remedies available, will have the right to place a lien on the estate or interest of said Unit Owner as further explained and set forth in Declaration Article VIII, Section D.

Article XV. Additions to Condominium Property.

Developer hereby reserved the right to submit the real property described in Exhibit G (hereinafter referred to as the "Additional Property") or portions thereof from time to time, together with the restrictions, building, structures, and improvements thereon, all easements, rights and appurtenances belonging thereto or to which it is subject and all articles of personal property existing for the common use of the Unit Owners to the provisions of this Declaration and these Bylaws and Chapter 5311 of the Ohio Revised Code, and to amend this Declaration as provided in Article XIII hereof, in such respects as Developer may have deemed advisable in order to effectuate such submission or submissions including without limiting the generality of the forgoing, the right to amend this Declaration so as:

1) To include the real property described in Exhibit G or portions thereof and the improvements constructed thereon as part of the Condominium Property, and

2) To add Drawings thereof to Exhibits A, A-1 and C, and

3) To expand, adjust, extend, and modify the easement described in Exhibit F so as to serve and include the Additional Property described in Exhibit G, and

4) To provide that the Owners of Units in the buildings will have an interest in the Common Elements of the Condominium Property and to amend Article IV (B)(4) 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 or amendments. Each percentage shall be, with respect to each Unit, in the proportion that the fair market value of each Unit at the date said amendment was filed for record bore to the then aggregate value of all the Units within the said buildings on the Condominium Property, which determination was made by Developer and shall be conclusive and binding upon all Unit Owners.

Developer on its own behalf as the Owner of all Units in the Condominium Property and on behalf of all subsequent Unit Owners, hereby consents and approves, and each Unit Owner and his mortgagees by acceptance of a deed conveying such ownership interest or a mortgage encumbering such ownership interest, as the case may be, thereby consents to and approves, and waives any right to contest the validity of legality of the provisions of this Article and/or other provisions hereof including without limiting the generality of the foregoing, the amendments of this Declaration by Developer in the manner aforesaid, and all such Unit Owners and their mortgagees, upon request of Developer, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by the Developer to be necessary or proper to effectuate said provisions.

So that Developer may add the real property described in Exhibit G or portions thereof from time to time, to the Condominium Property, each Unit Owner and his respective mortgagee by acceptance of a deed conveying such ownership interest or a mortgage encumbering such ownership interest, as the case may be, thereby irrevocably appointed Developer, his attorney in fact, coupled with an interest in the Unit, and authorized, directed, and empowered such attorney, at the option of the attorney, in the event Developer exercised the rights reserved in Article XV hereof, to add to the Condominium Property as therein provided, and to execute and record for and in the name of such Unit Owner an amendment or amendments of this Declaration for such purpose, and for and in the name of such respective mortgagees, a consent to such amendment or amendments.

Developer's reservation of rights under this Article expired seven (7) years from the date this Declaration was filed for record.

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

There were no limitations to the location of any improvements that may have been made on any portion of the Additional Property added to the Condominium Property. The maximum number of Units that could be created on the Additional Property was thirty-one (31) making a total of seventy (70) Units in the entire development. No more than five (5) Units per acre shall have been created on any portion of the Additional Property.

All Units that may have been created on the Additional Property were restricted exclusively to residential use, except that the Developer and its successor developers shall have had the right to use one or more Units for business or promotion purposes, including but not limited to sales offices and model Units. The total land and floor area of Units created on the Additional Property, or any portion thereof, which are used for business or promotion purposes did not exceed ten (10%) percent of the aggregate land and floor area of Units in the Additional Property, or respective portion thereof, which was added to the Condominium Property.

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

In addition to the actual condominium Units to be placed upon the Additional Property, (structures) sewer, water, gas, electric and other utility lines, road systems and landscaping must be added to the Additional Property to complete any additions.

There were no restrictions or limitations upon improvements that may be made on any portion of the Additional Property added to the Condominium Property.

The Developer reserved the further right to create Limited Common Elements (L.C.E.'s) with each additional condominium Unit added in a manner similar to the original Units (i.e. each Unit had a patio or similar area or areas adjacent to the Unit designated as a Limited Common Elements (L.C.E,). The Limited Common Elements associated with each additional Unit did not exceed seventy-five percent (75%) of the total gross area of the Unit and did not exceed three (3) in number associated with each individual Unit added.

Article XVI. Sale, Lease, Rental or Other Disposition.

A. Sale or Lease.

Any Unit Owner other than Developer who wishes to sell or lease his Unit ownership shall give to the Board of Directors no less than fifteen (15) days prior written notice of the terms of any contemplated sale or lease, together with the name and address of the proposed purchaser or lessee. The members of the Board of Directors acting on behalf of consenting Unit Owners as hereinafter provided, shall at all times have the first right and option to purchase or lease such Unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice; provided however, that if the proposed purchase or lease shall be for a consideration which the Board of Directors deems inconsistent with the bona fide fair market value of such Unit ownership, the Board of Directors may elect to exercise such option in the manner, within the period, and on the terms set forth in Section B of this Article XVI. If said option is not exercised by the Board of Directors within the aforesaid period, the Unit Owner, may, at the expiration of said period, contract to sell or lease such Unit ownership to the proposed purchaser or lessee named in such notices upon the terms specified therein.

B. Gift.

Any Unit Owner other than Developer who wishes to make a gift of his Unit ownership or any interest therein to any person or persons who would not be heirs-at-law of the Unit Owner under the Ohio Statute of Descent and Distribution were he or she to die within ninety (90) days prior to the contemplated date of such gift, shall give to the Board of Directors not less than ninety (90) days written notice of

his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The members of the Board of Directors acting on behalf of consenting Unit Owners as hereinafter provided, shall at all times have the first right and option to purchase such Unit ownership or interest therein for cash at fair market value to be determined by appraisal as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board of Directors, the Board of Directors and the Unit Owners desiring to make such gift shall each appoint a qualified real estate appraiser. The two appraisers so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser. Within fifteen (15) days after the appointment of said third appraiser, the three appraisers shall determine, by majority vote, the fair market value of the Unit ownership or interest therein which the Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Unit Owner and the Board of Directors. The Board of Directors' option to purchase the Unit ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of such notice.

C. Devise.

In the event any Unit Owner dies leaving a will devising his or her Unit ownership, or any interest therein, to any person or persons not heirs-in-law of the deceased Owner under the Ohio Statute of Descent and Distribution, and said will is admitted to probate, the members of the Board of Directors acting on behalf of consenting Unit Owners as hereinafter provided, shall have like option (to be exercised in the manner hereinafter set forth) to purchase said Unit ownership or interest therein either from the devisee or devisees thereof named in said will or, if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by appraisal. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased Owner, the Board of Directors shall appoint a qualified real estate appraiser and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser. Within ten (10) days after the appointment of said appraiser, the two so appointed shall appoint another qualified real estate appraiser. Within fifteen (15) days thereafter, the three appraisers shall determine, by majority vote, the fair market value of the Unit ownership or interest therein devised by the deceased Owner, and shall thereupon give written notice of

such determination to the Board of Directors and said devisee or devisees, or personal representative, as the case may be. If any party mentioned above fails to act within the time specified above, the other party may give notice to him specifying such failure and if he fails to so act within ten (10) days of such notice, the following shall be the consequences:

1) Failure of Board of Directors to appoint appraiser--all rights of Board under this subparagraph shall terminate.

2) Failure of personal representative or devisee or devisees to appoint appraiser—appraiser appointed by Board shall select another qualified appraiser and the two shall proceed to determine the fair market value within fifteen (15) days of said selection and give notice of said determination as provided above. In the event they cannot agree they shall appoint a third appraiser within said period and proceed to determine fair market value as provided above.

The Board of Directors' option to purchase the Unit ownership or interest therein at the price determined by the appraisers shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased Unit Owner is empowered to sell, and shall expire ten (10) months after the appointment of a personal representative who is not so empowered to sell. The Board of Directors shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the right of the Board of Directors or its authorized representative, pursuant to authority given to the Board of Directors by the Unit Owners as hereinafter provided, to bid at any sale of the Unit ownership or interest therein of any deceased Unit Owner which sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased Unit Owner's estate which contains his or her Unit ownership or interest therein.

D. Judicial Sale.

1) In the event any Unit ownership or interest therein is sold at a judicial or execution sale (other than mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the Unit so sold, give thirty (30) days written notice to the Board of Directors of his intention to do so. The members of the Board of Directors and their successors in office, acting on behalf of consenting Unit Owners as hereinafter provided, shall have an

irrevocable option to purchase such Unit ownership or interest therein at the same price for which it was sold at said sale from the time of such judicial sale. If said option is not exercised by the Board of Directors within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Board of Directors shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser prior to the expiration of the said option.

2) In the event any Unit Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his Unit ownership, the Association shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon be subrogated to whatever rights the previous creditor possessed and shall thereupon have a lien therefor against such Unit ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article VIII.

E. Consent of Voting Members.

The Board of Directors shall not exercise any option hereinabove set forth to purchase any Unit ownership or interest therein without the prior written consent of the members entitled to exercise not less than seventy-five percent (75%) of the voting power in the Association, and whose Unit ownerships are not the subject matter of such option. The Board of Directors may bid to purchase at any sale of a Unit ownership or interest therein, which said sale is held pursuant to an order or direction of a court upon the prior written consent of the aforesaid voting members, which said consent shall set forth a maximum price which the Board of Directors is authorized to bid and pay for said Unit or interest therein. The aforesaid option shall be exercised by the Board of Directors solely for the use and benefit of the Unit Owners consenting thereto.

F. Release; Waiver, and Exceptions to Option.

Upon the written consent of two (2) of the Board members, any of the options contained in this Article XVI may be released or waived and the Unit ownership or interest therein which is subject to same may be given or devised free and clear of the provisions of this Article. The Board of Directors' action to release or waive the operation of Article XVI as to any Unit Owners proposed lease, sale, or other disposition is within the sole discretion of the Board of Directors, and not subject to review by the Association.

G. Proof of Termination of Option.

A certificate executed and acknowledged by the Secretary of the Board of Directors stating that the provisions of this Article XVI as hereinabove set forth, have been met by a Unit Owner, or duly waived by the Board of Directors, and that the rights of the Board of Directors hereunder have terminated, shall be conclusive upon the Board of Directors and the Unit Owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Unit Owner who has in fact complied with the provisions of this Article XVI or in respect to whom the provisions of this Article XVI have been waived, upon a request for a reasonable fee, not to exceed Fifty Dollars ($50).

H. Financing of Purchase Under Option.

1) Acquisition of Unit ownership or any interest therein under the provisions of this Article shall be made from an assessment levied by the Association against each consenting Unit Owner in the ratio which his ownership bears with respect to the total ownership of all consenting Owners which assessment shall become a lien and be enforceable in the same manner as provided in Article VIII.

2) The Board of Directors, in its discretion, may borrow money to finance the acquisition of any Unit ownership or interest therein authorized by this Article provided however, that no financing may be secured by an encumbrance or hypothecations of any portion of the Condominium Property other than the Unit ownership or interest therein to be acquired. The loan documents evidencing such borrowing may be executed by the members of the Board of Directors, a nominee of the Board of Directors or by a land trust of which the Board of Directors shall be the beneficiary. Said documents shall not obligate the Association nor any non-consenting Unit Owner. Unit ownerships or interest therein acquired pursuant to the terms of the Association for its benefit.

Article XVII. Cooperative Common Property and Facilities.

It is contemplated at the date of this Declaration of Condominium that in the general vicinity of the condominium herein declared, there shall be other condominiums developed, constructed and declared by Developer or his successors and assigns. In the event that such additional condominiums are constructed, developed and declared by Developer or his successors and assigns, Developer may provide additional common elements for the use, benefit and enjoyment of the Unit

Owners of this condominium who may use the same, together with the unit owners of other condominiums. In the event that seventy-five percent (75%) of all unit owners of the respective condominium have approved acceptance of said additional common elements according to the terms and conditions set forth herein, these additional common elements shall be conveyed by warranty deed or, leasehold estate to a Cooperative Condominium Association, hereinafter referred to as C.C.A., which shall be an Ohio corporation not for profit. The operation and administration of said additional common elements shall be conducted as follows:

1) C.C.A. shall be an Ohio corporation not for profit and shall be conducted, operated and administered by a Board of Directors. Each condominium whose declaration of condominium provides for the right to elect a Director to C.C.A. and whose Unit Owners are entitled to the use, benefit and enjoyment of the common elements held by C.C.A. shall from its Board of Directors at its annual meeting elect a Director of C.C.A. to serve for a term of two (2) years. It is hereby declared that The Meadows of Walden Condominium Association hereby has the right to elect one Director as above set forth to C.C.A.

2) C.C.A. shall hold, maintain, operate, improve, keep up, repair and administer all common elements conveyed to C.C.A. by either deed or leasehold estate, excepting that C.C.A. shall only assume such obligation for real and personal property conveyed to it in fee or leasehold or acquired by its Owner's activities and operations.

3) C.C.A. shall hold said common elements in trust for the benefit of all unit owners who are entitled to the use and enjoyment of said elements by virtue of their respective condominium Association's declarations.

4) All expenses arising out of the operation, improvement, maintenance, upkeep, repair and administration of the common elements held by C.C.A. shall be and are hereby declared to be Common Expenses as defined herein. Said common expenses shall be chargeable to each condominium which is entitled to elect a Director of C.C.A. in the proportion that the number of Units in said condominium bears to the total number of units in all condominiums which are entitled to elect a Director of C.C.A.

5) It shall be the duty of every condominium which is entitled to elect a Director of C.C.A. and whose unit owners are entitled to the use, benefit and enjoyment of the common elements held by C.C.A. to pay its proportionate share of the upkeep, repair, and administration of said common elements. Payments

thereof shall be in such amounts and at such times as may be determined by the Board of Directors of C.C.A.

6) Each year on or before November 1st, the Board of Directors of C.C.A. 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 operation, improvement, maintenance, upkeep repair, and administration of the common elements held by C.C.A., together with a reasonable amount for contingencies and replacements, and shall notify each represented condominium in writing of said estimate and calculate the assessment of each represented condominium as provided in subparagraph (3) above. The amount of such assessment shall be delivered to the respective condominiums in writing.

7) C.C.A. shall and it is hereby declared to have a lien upon the condominium property of any condominium which is entitled to elect a Director to C.C.A. and whose unit owners are entitled to the use, benefit, and enjoyment of the common elements held by C.C.A. for the payment of the assessments determined under subparagraphs (4) and (5) above which remain unpaid for a period of thirty (30) days after the same have become due and payable and from the time a certificate therefor subscribed by the Board of Directors of C.C.A. is filed with the Recorder of Portage County, Ohio, pursuant to authorization given by the Board of Directors of C.C.A. The assessment for the common elements of C.C.A. as provided herein and in this Article XVI shall be part of the common expenses of each represented condominium included and chargeable to all unit owners of the represented condominium in the same manner and force as is any other portion or element of the common expenses as defined in the declaration.

8) The Board of Directors of C.C.A. shall conduct the affairs, of, operate, and administer C.C.A. in accordance with the provisions of this Article XVI, the Articles of Incorporation and Bylaws of C.C.A.

9) The Board of Directors of C.C.A. shall by vote of majority thereof have the right to adopt such reasonable rules and regulations regulating the use, benefit, and enjoyment of the common elements owned by C.C.A.

Article XVIII. Miscellaneous Provisions.

A. Miscellaneous Provisions as to Warranties and Disclosure Information, Sales Contracts and Management Agreements Involving Sales from Developer-Declarant.

For the purpose of including within the Declaration the following documents are deemed included and incorporated by reference herein:

1) Warranty Agreement given by Developer to original Unit Owners.

2) Disclosure Statement given by Developer to original Unit Owners.

3) Sales and Purchase Agreement for each Unit between Developer and original Unit Owners.

4) Management Agreements executed by Developer prior to Unit Owners control.

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

C. Each grantee of the Developer, by the acceptance of a deed of conveyance, acknowledged the correctness insofar as is physically possible of the Drawings and that the same complied with the as-built requirements of the Ohio Condominium Law.

D. 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.

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

F. If any of the privileges, covenants or rights created by this Declaration or the Bylaws shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue until twenty-one (21) years after the death of the survivor of the now living descendants of John Glenn and Howard Metzenbaum, United States Senators from Ohio, and James Earl Carter, President of the United States of America.

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

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

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

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

To the Secretary
Board of Directors
The Meadows of Walden Condominium Association
Ridgeway Drive
Aurora, Ohio 44202

Said information to be given shall include:

1) Description of Units covered by mortgage lien.

2) Name of mortgagees.

3) Name of all mortgagors.

4) Amount of mortgage lien.

5) Address of mortgagee for notice purposes.

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

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

Article XIX. Notices and Other Actions and Communications.

For all notices to be sent to the Association, the Board, or the Unit Owners, the following provisions apply:

A. 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 either:

1) by regular U.S. mail, first-class postage prepaid, or

2) delivered in accordance with Paragraph (C) below, to the Board President, to any other Directors, the Association at the address of the Condominium Property, to the Association's manager or management company, if any, the Association's statutory agent registered with the Ohio Secretary of State, or to any other address as the Board may designate by written notice to all Unit Owners.

B. 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 sent by one of the following methods:

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 (C) 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.

C. New Communication Technologies.

1) 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 (A) and (B) above, the following may be accomplished using electronic mail or other transmission technology available at that time that is a generally accepted business practice:

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

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

c) any payment required to be made by the Declaration Bylaws.

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

a) 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, by either of the methods identified in Paragraph (B)(1)-(3), above.

b) For voting on matters, the Association may provide for voting by electronic mail or other electronic voting technology. However, voting for the election of Directors can be conducted by electronic mail or other electronic voting technology only to the extent, if any, as explicitly permitted and provided for in the Bylaws.

c) 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 by either of the methods identified in Paragraphs (B)(1)-(3), above.

EXHIBIT A

DRAWINGS, SHOWING GENERAL PLAN AND LOCATION OF CONDOMINIUM BUILDINGS

See Drawings shown in Exhibit A through Exhibit A-1 as recorded in Volume 1040, Pages 157 to 159, inclusive of the Portage County Records.

EXHIBIT B

LEGAL DESCRIPTION OF REAL PROPERTY

Situated in the City of Aurora, County of Portage and State of Ohio, and known as being a part of Original Lot 12 in said City, and being bounded and described as follows:

Beginning at a point in the east line of Walden Drive at the northwest corner of a 1.0583 acre parcel known as the Fifth Amendment to the Meadows of Walden Condominium;

thence, North 48° 46' 00" East, 355.20 feet to a point;

thence, North 82° 12' 34" East, 34.96 feet to a point, the same being the northwest corner of a 0.5170 acre parcel containing Building 23 in the Meadows of Walden Condominium;

thence, South 22° 09' 07" East along the west line of said 0.5170 acre parcel a distance of 212.97 feet to a point;

thence, South, 48° 19' West, 203.17 feet to a point;

thence, North 67° 54' 21" West along the north line of aforesaid Fifth Amendment, a distance of 248.58 feet to the place of beginning and containing within said bounds 1.5020 Acres of land.

Surveyed in 1984 and 1986 by James A. Morrison, Registered Surveyor No. 4760.

EXHIBIT C

ILLUSTRATED ARCHITECTURAL DRAWINGS

See Illustrations shown in Exhibit C as recorded in Volume 1040, Pages 161 to 162, inclusive of the Portage County Records.