

DECLARATION OF CONDOMINIUM

FOR

ROLLING HILLS CONDOMINIUM

Twinsburg, Ohio

By

D. A. CIRINCIONE, INC. X

*See Plat see plat book 101 pgs 47 to 69 Incl.
for 1st Amendment see doc # 814865.*

814864

INDEXED

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Summit County Auditor
8/4/76

VOL 5809 PAGE

1

APPROVED AS TO FORM

William E. J. Hill
Assistant Prosecuting Attorney Summit County, Ohio

814864

This will certify that copies of the Declaration of Condominium
for ROLLING HILLS CONDOMINIUM, together with Drawings and Bylaws attached
as Exhibits thereto, have been filed in the Office of the County Auditor,
Summit County, Ohio.

County Auditor

By *John Seala*
Chief Deputy

Date: AUG. 4, 1976

This instrument prepared by
Marc W. Freimuth and
Sidney B. Hopps
Squire, Sanders & Dempsey
1800 Union Commerce Building
Cleveland, Ohio 44115

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DECLARATION OF CONDOMINIUM
FOR
ROLLING HILLS CONDOMINIUM

D. A. CIRINCIONE, INC. ("DECLARANT"), being the owner of the Condominium Property hereinafter described, makes the following declaration:

1. DEFINITIONS

Whenever used herein, in the Bylaws, and in any amendments or supplements hereto, unless the context otherwise requires:

(a) "ASSESSMENT" means the determination of the share of common expenses and "other charges" which from time to time shall be payable by each Unit Owner. "Other charges" shall include, without limitation, the costs, expenses and charges for repairs and replacements made by the Association which were the obligation or responsibility of the Unit Owner to make, any special charges made by the Association to the Unit Owner for special services rendered to the Unit Owner or his Ownership Interest and for special or extraordinary uses or consumptions attributable to such Unit Owner or his Ownership Interest, damages resulting from the failure of the Unit Owner or any occupant of the Unit to comply with any of covenants, conditions, obligations or restrictions contained in this Declaration or the Bylaws, or with any of the Rules and the costs of any action to obtain injunctive relief against such noncompliance, any other charges or assessments permitted by this Declaration or the Bylaws to be made against the Unit Owner or his Ownership Interest, interest upon each assessment and charge at the highest legal rate which may be charged to an individual without being usurious (but in no event higher than eight per cent per annum) from the date the assessment or charge first comes due to the date it is paid in full, and the reasonable costs of collection of any unpaid assessments and charges (including court costs and reasonable attorneys' fees).

- (b) "ASSOCIATION" means ROLLING HILLS CONDOMINIUM, INC., a nonprofit corporation formed and existing under Chapter 1702 of the Ohio Revised Code, for the purpose of operating, managing and maintaining certain portions of the Condominium Property.
- (c) "BOARD" means the Board of Trustees of the Association as the same may be constituted from time to time.
- (d) "BYLAWS" means the Bylaws of the Association, annexed hereto as EXHIBIT B and made a part hereof.
- (e) "BUILDING" means that part of the Condominium Property constituting the building, described generally in Section 4.02 hereof.
- (f) "CHAPTER 5311" means Chapter 5311 of the Ohio Revised Code, as the same may be amended or supplemented from time to time.
- (g) "COMMON AREAS AND FACILITIES" means all of the Condominium Property except the Units, including without limitation all such Condominium Property that is tangible personal property.
- (h) "COMMON EXPENSES" means those expenses designated as Common Expenses in Chapter 5311, in this Declaration, and in the Bylaws, or in any one or more of such documents, including, without limitation, the following:
- (i) All rentals, expenses, charges payments and obligations of the Association incurred in the proper use, administration, maintenance, repair and replacement of the Common Areas and Facilities, as required or permitted by the Declaration, Bylaws, or Ohio law;
 - (ii) Expenses, charges and costs of utility services furnished to the Common Areas and Facilities, the Units; and the Unit Owners, or to any one or more of them, which are charged to or initially paid for by the Association; and
 - (iii) All other expenses determined from time to time to be Common Expenses by the Association, as permitted by this Declaration, the Bylaws, or Ohio law.
- (i) "COMMON PROFITS" means the amount by which the total income, rents, profits, receipts, and revenues from the Common Areas and Facilities for a particular period of time exceed the Common Expenses for the same period.
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(j) "CONDOMINIUM PROPERTY" means the real property described as Parcel No. 1 on Attachment 1, together with the Building and improvements thereon, all easements, rights and appurtenances appertaining thereto, and all personal property situated thereon for the common use, enjoyment, maintenance or safety of the Unit Owners or for such maintenance or repair as the Association is required or permitted to undertake, all as further described in Article 4 below, and includes all of the Units and the entire Common Areas and Facilities subjected to this Declaration. When Parcel Nos. 2 through 15, or any one or more of them, have been added to the Condominium Property pursuant to Sections 15.03 and 15.04, the term "Condominium Property" shall also include all parcels so added together with all improvements thereon, all easements, rights and appurtenances thereto, and all articles of personal property existing thereon for the common use, enjoyment, maintenance or safety of the Unit Owners or for such maintenance or repair as the Association is required or permitted to undertake.

(k) "DECLARATION" means this instrument and all of the Exhibits and attachments hereto, as originally executed, and as amended from time to time.

(l) "DRAWINGS" means the drawings prepared and certified by Frank J. Federico, Registered Surveyor No. 5297, and by Howard G. Greene, Registered Architect No. 26933, in accordance with Section 5311.07 of the Ohio Revised Code, relating to the Condominium Property, which Drawings are marked and identified as Exhibit A being four pages of drawings, and are incorporated herein by reference.

(m) "EXCLUSIVE USE AREAS" means those parts of the Common Areas and Facilities, other than Limited Common Areas and Facilities, reserved for use of a certain Unit or Units to the exclusion of other Units and such other parts or spaces as may be designated by the Association from time to time for uses designated by the Association, all as more specifically described in Section 5.05 hereof.

- (n) "LIMITED COMMON AREAS AND FACILITIES" means those parts of the Common Areas and Facilities reserved for the use of a certain Unit or Units to the exclusion of all other Units, as more specifically described in Section 5.04 hereof.
- (o) "OCCUPANT" means the person or persons in possession of a Unit.
- (p) "OWNERSHIP INTEREST" means the fee simple absolute interest in a Unit and the undivided percentage interest in the Common Areas and Facilities appertaining thereto. A ninety-nine year leasehold estate, renewable forever, shall be deemed to be a fee simple interest.
- (q) Any real property referred to by Parcel Number is the real property so designated on Attachment 1.
- (r) "PERSON" means a human being or a corporation, partnership, trust and any other legal entity to which the law attributes the capacity of having rights and duties.
- (s) "RULES" means such rules and regulations governing the operation and use of the Condominium Property or any portion thereof as may be adopted or promulgated by the Association or the Board from time to time in accordance with this Declaration or the Bylaws.
- (t) "UNIT" means that part of the Condominium Property described in Section 4.03 hereof.
- (u) "UNIT OWNER" means the person or persons owning the fee simple estate in a Unit and the undivided percentage interest in the Common Areas and Facilities appertaining thereto, excluding, however, (i) those persons having such interest merely as security for the performance of an obligation, and (ii) those persons having a leasehold estate other than a ninety-nine year leasehold, renewable forever. If more than one person or entity owns an undivided fee simple interest in a single Unit, each such person or entity shall be jointly and severally liable to perform the duties of the Unit Owner recited herein.

2. SUBMISSION OF CONDOMINIUM PROPERTY TO CHAPTER 5311

Declarant hereby submits Parcel No. 1, together with the other parts of the Condominium Property, to the provisions of Chapter 5311.

3. NAME

The Condominium Property shall be known as "ROLLING HILLS CONDOMINIUM."

4. DESCRIPTION

Section 4.01. Condominium Property. Until amended as provided in Sections 15.03 and 15.04, the Condominium Property consists of Parcel No. 1, together with the Building and all other improvements thereon, all easements, rights and appurtenances belonging thereto, and all personal property situated thereon from time to time for the common use, enjoyment, comfort, welfare and safety of the Unit Owners and other persons rightfully occupying Units from time to time, including without limitation all furniture, fixtures, decorations, furnishings, and recreational facilities and equipment situated on Parcel No. 1 or in the Buildings but not within any Unit, and all equipment, machinery, tools, supplies and other personal property utilized for the repair and maintenance of the Common Areas and Facilities and for such other repair and maintenance as the Association may be responsible.

Section 4.02. The Building. The Building is a two-story frame building having four (4) two-story townhouse style Units and four (4) attached garages on the front of the Building. The front of the first floor of the Building and the lower portion of the fronts of the attached garages are covered by brick veneer and the remainder of the Building (front, sides and rear) is covered by aluminum siding. The sloped roofs of the Building and attached garages consist of asphalt shingles over plywood. The Building is constructed on concrete slab and has no basement. The rear of the Building has four (4) attached patios.

Each of the four (4) Units has two floors. The first floor of each Unit contains a foyer and foyer closet, living room, dining room, kitchen, nook, laundry and lavatory. Each has front and rear doors and an unenclosed patio adjoining the living room. The second floor of each Unit is accessible by stairway. The three most westerly units each have two bedrooms, each of which has two closets, and a full bathroom. The most easterly unit has three bedrooms, each of which has one closet, and 1-1/2 bathrooms.

Section 4.03. The Units. Each of the Units consists of all of the space bounded by the horizontal and vertical planes formed by the respective undecorated interior surfaces of the perimeter walls, floors and ceilings of each such Unit, projected, where necessary, by reason of openings for doors, windows, ducts, plumbing, and conduits and by reason of structural divisions, supports and interior partitions, to form a complete enclosure of space with respect to each Unit, and including, without limitation, the following:

(a) The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile, paneling, and any other finishing materials applied to said perimeter walls, floors and ceilings, floor coverings, and the finishing materials and coverings applied to the interior walls, floors and ceilings; and

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

but excepting therefrom all of the following items (which, to the extent they are Limited Common Areas and Facilities as defined in Section 5.04, are to be used and enjoyed by the Unit Owner of the Unit in or to which they are appurtenant), whether or not presently or hereafter located or relocated, in the reasonable discretion of the Association, within the bounds of the Unit as defined above:

(a) All walls, floors and ceilings separating or delineating Units, except the decorated surfaces thereof;

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

(c) All structural portions of the Building lying within the bounds of a Unit; and

(d) All plumbing, electric, heating, cooling, ventilating and other utility equipment, including service lines, pipes, ducts, wires, plugs, outlets, conduits, and valves and all toilets, sinks, faucets, shower stalls, bathtubs, valves, registers, grills, thermostats, vent and duct covers, light fixtures, control knobs, light switches and switch plates, and receptacles within a Unit, and all such lines, pipes, ducts, wires, plugs, outlets, conduits, and valves which serve or may serve more than one Unit or the Common Areas and Facilities;

(e) The valves, plugs, and switches at the end of any lines, pipes, and wires which constitute Common Facilities; and

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

The unit designation of each Unit and a statement of its approximate area, its number of rooms, and its percentage of interest in the Common Areas and Facilities, in the Association for voting purposes, in the common profits for distribution, and in the common expenses for assessment, is set forth on ATTACHMENT 2, attached hereto. The location, layout and dimensions of the Building, the Units, the Common Areas and Facilities, the Limited Common Areas and Facilities, the Exclusive Use Area, and other matters are shown graphically on the Drawings.

5. COMMON AREAS AND FACILITIES

Section 5.01. Description. The Common Areas and Facilities are all of the Condominium Property except the Units. Without limiting the generality of the foregoing, the Common Areas and Facilities include the following, whether or not located within the perimeter surfaces of a Unit:

(a) all foundations, columns, girders, beams, supports, supporting walls, roofs, halls, corridors, lobbies, patios, and garages of the Building;

(b) all yards, gardens, trees, lawns, roads, walks, and pavement and recreational facilities on the Condominium Property;

(c) all plumbing, electric, heating, cooling, ventilating and other utility equipment and all parts, ducts, and installations related thereto including without limitation, service lines, pipes, ducts, wires, plugs, outlets, conduits and valves, and all toilets, sinks, faucets, shower stalls, bathtubs, valves, registers, grills, thermostats, vent and duct covers, light fixtures, control knobs, light switches and switchplates and receptacles;

(d) all apparatus and installations existing for common use;

(e) the doors and windows in the perimeter walls of a Unit;

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

(g) all repairs and replacements of any of the foregoing.

Section 5.02. Ownership of Common Areas and Facilities.

(a) The Common Areas and Facilities comprise, in the aggregate, a single freehold estate, shall be owned by the Unit Owners as tenants in common, and shall remain undivided. No action for partition of any part of the Common Areas and Facilities shall be maintainable, except as provided in Section 14.02 hereof and in Chapter 5311, nor may any Unit Owner otherwise waive or release any rights in the Common Areas and Facilities; provided, however, that if any Ownership Interest is owned by two or more persons as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Ownership Interest as between such persons. The undivided percentage of interest of each Unit Owner in the Common Areas and Facilities shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered with its respective Unit even though the description in any instrument of conveyance or encumbrance refers only to the Unit.

(b) Each Unit Owner warrants by the acquisition or occupancy of his Unit that the percentage set forth in ATTACHMENT 2 opposite the designation of his Unit bears the same ratio to 100% as the fair value of his Unit at the date this Declaration or the then most recent amendment hereto was filed for record bore to the aggregate fair value of all Units having an interest in the Common Areas and Facilities at the date this Declaration was filed for record, and accordingly complies with Section 5311.04 of Chapter 5311.

Section 5.03. Use of Common Areas and Facilities. Except as otherwise limited and restricted herein, each Unit Owner shall have the right to use the Common Areas and Facilities, in accordance with the purposes for which they are intended, for all purposes incident to the use and occupancy of his Unit as a place of residence, including without limitation the non-exclusive easement, together with other Unit Owners, to use and enjoy the Common Areas and Facilities for ingress and egress to and from the respective Units, and for such other uses as are permitted by this Declaration and the Bylaws, which rights shall be appurtenant to and run with his Unit; provided, however, that no person shall use the Common Areas and Facilities or any part thereof in such manner as to interfere with, restrict or impede the use thereof by others entitled to the use thereof or in any manner contrary to or not in accordance with this Declaration, the Bylaws, or the Rules. The Association shall, subject to the provisions of this Declaration and the Bylaws, have the right but not the obligation, to promulgate rules and regulations governing the use of the Common Areas and Facilities, including Limited Common Areas and Facilities.

Section 5.04. Limited Common Areas and Facilities and Use Thereof.

Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy to the exclusion of all others the Limited Common Areas and Facilities, defined in paragraph (n) of Article 1 hereof, which are located within the bounds of his Unit or which serve only his Unit. The Limited Common Areas and Facilities for each Unit (or group of Units) shall consist of such of the following as may be Common Areas and Facilities:

(a) all structural exterior walls of the Unit and one-half of any wall separating the Unit from another, floors, and ceilings forming the bounds of such Unit, excluding the structural and component parts thereof;

(b) all glass and screens within window- and door-frames within the perimeter walls of such Unit; and all doors, hinges, locks, latches and other hardware attached thereto;

(c) all plumbing, electrical, heating, cooling, ventilating and other utility equipment and appurtenances, including service lines, pipes, ducts, wires, plugs, outlets, conduits, valves, toilets, sinks, faucets, shower stalls, bathtubs, registers, grills, thermostats, vent and duct covers, light fixtures, control knobs, light switches and switchplates and receptacles within the perimeter boundaries of a Unit or which serve only one Unit, and the structure (and space thereof), if any, located outside such Unit containing equipment serving only such Unit;

(d) the balcony or patio which is adjacent to and serves only such Unit;

(e) the garage adjoining the Unit, and to which the Occupants have access by interior connecting door;

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

Section 5.05. Exclusive Use Areas. Each Unit Owner is hereby granted an exclusive but revocable license to use and enjoy such Exclusive Use Areas as the Association may allocate to such Unit Owners; upon and subject to such terms and conditions (including the payment of a fee therefor to the Association) as the Association may determine. Without hereby limiting the generality of the foregoing, and by way of example, the Exclusive Use Areas may be (but are not required to be) any outdoor parking spaces which

may from time to time exist, additional storage compartments or spaces hereafter built or allocated, and the laundry rooms and the facilities in such rooms. The Association may, also, hereafter designate specific, clearly defined parts of the Common Areas and Facilities for a particular use or uses which serve the general welfare of all of the Unit Owners and are beneficial to the Condominium Property. Any apartment reserved for a superintendent of a Building shall, at the time this Declaration or any amendment hereto is filed for record with the Summit County Recorder, be deemed to be an Exclusive Use Area. All such part or parts and the use thereof, including the superintendent's apartment, shall at all times be subject to such terms and conditions as may be promulgated by the Association, and shall at all times be subject to change and removal from the Exclusive Use Areas by the Association. Without limiting the generality of the foregoing, the Association may at any time and from time to time revoke any license granted hereunder and reassign the use of such areas in accordance with such Rules as it may establish from time to time. The Association may require that maintenance of any Exclusive Use Areas shall be the sole responsibility of the licensee and/or user thereof.

6. CREATION, MEMBERSHIP AND STATUTORY AGENT OF THE ASSOCIATION

Declarant shall cause to be formed an Ohio non-profit corporation to be called "ROLLING HILLS CONDOMINIUM, INC." (the Association"), which shall be governed by the ByLaws. Each person who becomes a Unit Owner shall automatically become a member of the Association upon acquisition of the Ownership Interest in a Unit within the Condominium Property as presently constituted or as hereafter enlarged in accordance with Sections 15.03 and 15.04. Such membership shall terminate upon the sale or other disposition by such person of his Unit Ownership interest, at which time the transferee of such Unit shall automatically become a member of the Association. Until such time as a Statutory Agent is designated by the Association, service may be made upon Bruce Laybourns, 1101 Centran Building, Akron, Ohio 44308.

7. MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTSSection 7.01. Responsibilities and Rights of the Association.

(a) Common Areas and Facilities. Except as otherwise expressly provided herein, the Association, at its expense, shall be responsible for the management, maintenance, repair, and replacement of the Common Areas and Facilities, including Limited Common Areas and Facilities whether or not within the boundaries of a Unit, such that all of the Common Areas and Facilities shall be maintained and kept in the same condition as they are at the date this Declaration is filed for record, subject only to reasonable wear and tear. Except as hereinafter provided, when reasonable wear and tear renders any portion of the Common Areas and Facilities unfit for the purpose for which it was intended, the Association shall replace such Common Areas and Facilities. The Association shall not, without the prior approval of 75% of the voting members of the Association, improve or replace the Condominium Property or any portion thereof if the total cost of such improvement or replacement would exceed Five Thousand Dollars (\$5,000.00).

(b) Delegation of Authority (Managing Agent).

(i) The Association may from time to time, but shall not (except as provided in subparagraph (ii) of this Section 7.01. (b)) be required to, enter into a management contract for the management, maintenance and repair of the Common Areas and Facilities, which shall recite the duties to be performed by the managing agent and which shall be for a term of not longer than three years. The members of the Association entitled to exercise seventy-five per cent (75%) or more of the voting power of the Association may at any time and from time to time designate the managing agent with whom the Association shall enter into an agreement after the end of the then effective management agreement. The powers of every

managing agent may include the right to act as the exclusive broker for the sale or lease of Units by all Unit Owners and to arrange for all necessary financing incident thereto. Such powers may further include exclusive concession rights to provide optional facilities and services to Unit Owners and Occupants, including, without limitation, washing, drying, dry-cleaning and similar facilities for the laundry rooms, car washing services in the garage, coin-operated vending machines, and the right to make agreements therefor.

(ii) Promptly after this Declaration is filed for record with the Summit County Recorder, the Association, or the Declarant on behalf of the Association, shall enter into a management agreement with D. A. Cirincione, Inc.

Section 7.02. Responsibilities of Unit Owners

- (a) Except as may be otherwise expressly provided herein, each Unit Owner shall maintain, repair and replace at his expense all portions of his Unit, except for Common Areas and Facilities or Limited Common Areas and Facilities located therein and except for any such maintenance or repair that is the responsibility of the Association.
- (b) Each Unit Owner shall maintain, repair and replace at his expense all portions of the Condominium Property which are damaged or destroyed by him or any Occupant of his Unit, or any invitee, licensee or guest of such Owner or Occupant.
- (c) Each Owner shall pay all costs for all utility services (including, without limitation, water, gas, electricity, sewage, rubbish and trash disposal or treatment and the like) furnished to his Unit or to or through the Limited Common Areas and Facilities designated for his use as owner of such Unit to the extent that such services are not provided or paid for by the Association and charged to the Unit Owner as part of the Common Expenses.

(d) Each Unit Owner shall report promptly to the Board or managing agent employed by the Association the need for any maintenance or repair to any portion of the Condominium Property which the Association is obligated to maintain or repair pursuant to this Declaration or the By-laws.

Section 7.03. Effect of Insurance or Construction Guarantees. Notwithstanding the fact that the Association and/or any Unit Owner may be entitled to the benefit of any guarantee or warranty of material or workmanship or may have a claim with respect to the performance of obligations listed in Sections 7.01 or 7.02, or to benefits under policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of such guarantees, warranties, claims, or insurance coverage shall not excuse, limit, discharge, postpone or delay the Association or any Unit Owner from or in performing its or his respective obligations hereunder. However, the undertaking of maintenance, repair or replacement by the Association or Unit Owners shall not constitute a waiver of any rights against any third person, but such rights shall be specifically reserved.

8. ASSESSMENTS; COMMON EXPENSES AND COMMON PROFITS

Section 8.01. Division of Common Profits and Assessment for Common Expenses. The Common Profits shall be distributed among, and the Common Expenses, shall be assessed against, the Unit Owners by the Association in accordance with the percentages of interest in the Common Areas and Facilities appertaining to their respective Units and in the manner and at the times provided in the ByLaws. The person or persons who appear from the records of Summit County to be the Unit Owners of a Unit against which an assessment is made shall be personally liable, jointly and severally, for all assessments made by the Association against such Unit during the period of time such person or persons so appear to be Unit Owner thereof. The existence of a mortgage, lien or other encumbrance or of a condition, possibility of reverter or the like, shall not be deemed to be a defeasance of title under the preceding sentence. No

Unit Owner may exempt himself from liability for assessments by waiving the use or enjoyment of any of the Common Areas and Facilities or by the abandonment of his Unit.

Section 8.02. Payment of Assessments. All assessments not paid when due shall bear interest at the rate of eight percent (8%) per annum from the date when due until paid in full. All payments shall first be applied to the payment of interest and then to the assessment payments in the order in which they became due and payable.

Section 8.03. Lien of Association. The Association shall have a lien upon each Unit Owner's Ownership Interest for the payment of all assessments (as defined in Paragraph (a) of Article 1 hereof) which remain unpaid for ten (10) days after the same have become due and payable, from the time a certificate therefor is filed in the Office of the Recorder of Summit County, Ohio, in accordance with Section 5311.18 of the Ohio Revised Code. Said lien shall also secure all assessments which become due after the certificate is so filed until the claim of lien is satisfied, any assessment made pursuant to Section 8.01 above, interest due pursuant to Section 8.02, and all reasonable attorneys' fees incurred by the Association in connection with the collection of such assessments or the enforcement of such lien. The lien provided for in Section 8.03 above shall take priority over any lien or encumbrance subsequently arising or created, but shall not take priority over liens for real estate taxes and assessments and liens of first mortgages previously filed for record.

Section 8.04. Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses. If the holder of a first mortgage of record upon a Unit acquires an Ownership Interest as a result of foreclosure of the first mortgage or by acceptance of a deed in lieu of foreclosure, such mortgagee, its successors and assigns, shall not be liable for the assessments levied against such Unit or Unit Owner prior to its acquisition of such Ownership Interest, unless such assessments are secured by a lien recorded prior to the mortgage. The owner or owners of a Unit prior to any judicial sale thereof shall be and remain personally and primarily liable, jointly and

severally, for the assessments against the judicially sold Unit imposed prior to the date of such judicial sale, as provided in Section 8.01 hereof; but any unpaid part of any such assessments shall be deemed to be Common Expenses and shall be assessed and levied against all of the Unit Owners, including the new owner of the Unit foreclosed, its successors or assigns, at the time of the first assessment next following the acquisition of title by such mortgagee, its successors or assigns.

Section 8.05. Liability for Assessments Upon Voluntary Conveyance. The grantee of an Ownership Interest by a voluntary conveyance or by conveyance or transfer by operation of law shall be jointly and severally liable with the grantor for all unpaid assessments levied by the Association against the grantor of his Unit prior to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such prospective grantee shall upon written request delivered to an officer of the Association be entitled to a statement from the Board setting forth the amount of all unpaid assessments due the Association with respect to the Ownership Interest to be conveyed, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments which became due prior to the date of the making of such request if the same are not described in such statement.

Section 8.06. Foreclosure of Liens. Liens for assessments may be foreclosed in the manner provided in Section 5311.19 of Chapter 5311. Upon the commencement of any such foreclosure action, the Unit Owner shall be required to pay reasonable rental for the Unit to the Association and the Association shall be entitled to the appointment of a receiver to collect such rent and to maintain and repair the Unit and to do such other things as may be required or permitted by the Court appointing such receiver.

9. EASEMENTS

Section 9.01. Easements Granted. The Condominium Property is hereby made subject to the following easements and reservations of easements, each of

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

(a) Encroachments. If the construction, repair, restoration, or partial or total destruction and rebuilding in accordance with this Declaration and the Bylaws, or if the settlement or shifting, of the Building or improvements constituting a part of the Condominium Property causes any part of the Common Areas and Facilities to encroach upon any part of a Unit, or any part of a Unit to encroach upon any part of the Common Areas and Facilities or another Unit or Units, or the design or construction of any Unit makes it necessary and advantageous to a Unit Owner to use or occupy for normal uses and purposes any portion of the Common Areas and Facilities consisting of unoccupied space within the Building and adjoining his Unit, or if the design, construction or rebuilding of utility systems necessarily requires pipes, ducts, conduits or other electrical, plumbing, heating, cooling or ventilating equipment serving any part of the Condominium Property to encroach upon any part of any Unit or upon any part of the Common Areas and Facilities, easements for the existence and maintenance of any such encroachment and for the use of such space are hereby established and created and shall exist for the benefit of each Unit Owner and the owners of the Common Areas and Facilities, as the case may be; provided, however, that in no event shall an easement for any encroachment be created in favor of the owner of any Unit or in favor of the owners of the Common Areas and Facilities if such encroachment occurred due to the willful misconduct or neglect of said owner or owners.

(b) Maintenance Easements. Easements are hereby created and established for the benefit of the Association in and over the Units and

Limited Common Areas and Facilities for access as may be necessary for the purpose of maintaining or repairing the Common Areas and Facilities, including the Limited Common Areas and Facilities, in accordance with this Declaration and the Bylaws, and easements are hereby created and established for the benefit of each Unit Owner over the Common Areas and Facilities as may be necessary for the use of water, gas, sewer, power and other utilities now or hereafter existing and for the use of television antennas, subject to the provisions of Section 10.05 hereof, on the roof comprising the Common Areas and Facilities. Easements are hereby created and established for the benefit of each Unit owner to hang pictures, mirrors and other typical and normal wall decorations upon the walls of his Unit.

(c) Easements Through Walls Within Units. Easements are hereby declared and granted to install, lay, maintain, repair and replace any pipes, wire, 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.

Section 9.02. Future Easements to Others. The Association may grant such utility easements as may be necessary for the installation, maintenance, repair and replacement of the water pipes and mains, sewer lines, gas mains, telephone wires and equipment, television and electrical conduits and wires and other utility equipment as shown on the drawings attached hereto, provided that it shall be a condition to the use and enjoyment of any such easements that the grantee or grantees of any such easements shall, at its or their expense, restore the Common Areas and Facilities of the Unit or Units affected by such easements to the same condition as existed immediately prior to the installation, repair or maintenance of any such utility improvements or the other use of such easements. 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, hereby irrevocably appoints the Association his Attorney-in-Fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the

use a portion of his Unit for his office or studio; provided (i) that no activities therein shall interfere with the quiet enjoyment, comfort, welfare or safety of any other Unit Owner or Occupant; (ii) that the professional or commercial activities of the Unit Owner or Occupant do not involve the regular or the full time personal services of any such Unit Owner or Occupant; (iii) that in no event shall any part of the Unit be used as a school or music studio or for music or dancing lessons or instruction; (iv) that such use does not result in walk-in traffic to the Unit from the general public or from regular business invitees; and (v) that such use does not result in the Unit's becoming principally a place of business or office as distinct from a residence or in the Unit's developing or having a reputation as an office. No part of the Condominium Property shall be used except for such uses or purposes as are expressly permitted or contemplated herein.

Section 10.02. Alteration of Building or Common Areas and Facilities.

No Unit Owner or Occupant shall, or shall cause or permit any other person to paint, decorate, landscape, adorn or otherwise change or alter the appearance of any portion of the Building not within the boundaries of his Unit or of the Limited Common Areas and Facilities, without the prior written consent of the Association; prejudice, impair, remove, damage, improve, or otherwise change or alter the Building or the structural integrity thereof, or any portion of the Common Areas and Facilities, including the Limited Common Areas and Facilities; or jeopardize the soundness or safety or reduce the value of the Condominium Property or any portion thereof.

Section 10.03. Hazardous Uses and Waste. No Unit Owner or Occupant or other person shall do or cause or permit to be done any act or thing, or shall fail to do or cause to be done any act or thing, which would increase the insurance premiums of the Association or which would cause the cancellation or restriction of any insurance coverage maintained by the Association.

No Unit Owner or Occupant or other person shall, nor shall any Unit Owner cause or permit any other person to, commit waste of the Condominium Property or any part thereof, or shall use or permit the Condominium or any

option of the Attorney, to execute, acknowledge and record for and in the name of such Unit Owner and his mortgagees such easements or other instruments as may be necessary to effect the foregoing.

Section 9.03. Deeds and Mortgages Subject to Easements. Each conveyance of a Unit and each mortgage with respect to any Unit shall be subject to and have the benefit of (as the case may be) each of the easements herein provided in the same manner and to the same extent as though such easements were expressly provided for and fully set forth in the deed of conveyance or mortgage (as the case may be), notwithstanding the omission from such deed of conveyance or mortgage (as the case may be) of reference to such easements.

Section 9.04. Damage Resulting from Exercise of Easements. All damage or injury to the Condominium Property or the property of any Unit Owner as a result of any act of work performed pursuant to the authority granted or reserved in Sections 9.01, 9.02 or 9.03 or as a result of the use of any easement granted or reserved in Section 9.01 or 9.02 shall be promptly repaired, replaced or corrected, as necessary, by the person performing the act or work and by the grantee or holder of the easement being exercised, at the cost and expense of such persons.

10. PURPOSES OF CONDOMINIUM PROPERTY; COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The following covenants, restrictions, conditions and limitations as to use and occupancy, which shall run with the land, shall be binding upon each Unit Owner, his heirs, personal representatives, invitees, tenants, licensees and assigns:

Section 10.01. Purpose of Property. The purposes of the Condominium Property and of the Units and facilities situated therein are for residential housing and the common recreational, maintenance, service, storage, and incidental purposes auxiliary thereto for which the property was designed. Each Unit shall be used as a residence for a single family and for no other purpose, except that Declarant may use any Units owned by Declarant as "model suites" for the sale of such Units and other Units owned by Declarant and for sales offices. A Unit Owner or Occupant may

part thereof to be used in any manner which would be in violation of law, the Declaration or the Bylaws.

Section 10.04. Obstruction of Common Areas and Facilities. No Unit Owner or Occupant or other person shall by his own act or omission, nor shall any Unit Owner permit or cause any person to, obstruct the Common Areas and Facilities or hinder, prevent, limit or impede the use thereof by any other Unit Owner or any other person having the right to such use, nor shall any Unit Owner deposit or store anything in or on any portion of the Common Areas and Facilities, excluding the Limited Common Areas and Facilities, except as herein expressly permitted.

Section 10.05. Exterior Surfaces of Building. No Unit Owner or Occupant shall, or shall cause or permit, anything, including without limitation, advertisements, signs, notices, awnings, canopies, shutters, and radio or television antennae, except for such items as were originally provided by Declarant, to be constructed, erected, hung, displayed or maintained on windows or on the outside walls or roof of the Building or on any Common Area and Facilities, without the prior consent of the Association.

Section 10.06. Laundry or Rubbish in Common Areas and Facilities. No Unit Owner or Occupant shall, or shall cause or permit any person to, expose on any part of the Common Areas and Facilities any clothes, blankets or laundry of any kind. The Common Areas and Facilities shall be kept free and clear of garbage, rubbish, debris and other unsightly materials.

Section 10.07. Obstruction of Easements. No Unit Owner or Occupant shall, or shall permit or cause any person to, impair or restrict the use or enjoyment of any easement created, granted or established herein without the consent of the Association and all persons for whose benefit such easement was created, granted or established.

Section 10.08. Animals and Pets. No animals of any kind, including without limitation, fish, birds, reptiles, or mammals shall be raised, bred, or kept in any Unit or in the Common Areas and Facilities, except that dogs, cats, or other typical household pets may be kept in Units, subject to the Rules, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance to any Unit Owner shall be permanently removed from the Condominium Property upon three (3) days' written notice from the Association.

Section 10.09. Nuisances. No Unit Owner or Occupant shall conduct or participate in or permit any member of his family, guest or invitee to conduct or participate in, noxious or offensive activity or any activity which may be or become an annoyance or nuisance to any other Unit Owner or Occupant.

Section 10.10. Prohibited Activities. Except as expressly permitted in Section 10.01, no industry, business, trade, or full-time occupation or profession of any kind, commercial, religious, educational, or otherwise, shall be conducted, maintained, or permitted on any part of the Condominium Property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the Condominium Property. The right is reserved by Declarant, or his agent, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units and on the Condominium Property (excepting sold Units) and to use Units owned by Declarant as "Model Suites." In addition, the right is hereby given the Association or its representatives to place "For Sale" and "For Rent" signs on any Unit or on the Condominium Property (excepting Units which are not for sale) for the purpose of facilitating the disposal of Units by any Unit Owner, mortgagee or the Association.

Section 10.11. Rental of Units. No Unit Owner or Occupant shall rent or lease for transient or hotel purposes, which shall be defined as (i) rental for any period less than thirty (30) days, or (ii) any rental where the Occupant of the Unit is provided customary hotel service such as room

service for food and beverage, mail service, furnishings of laundry and linen and bellboy service. Other than the foregoing obligations, the Unit Owners of the respective Units shall have the right to lease the same, provided that the lease is made subject to the covenants and restrictions in this Declaration and the Bylaws. Notwithstanding the foregoing, Declarant may lease or rent Units owned by Declarant that have never been sold for less than thirty (30) days without the approval of the Board, and Declarant, its successors or assigns, may lease or rent Units owned by them and situated on Parcel Nos. 3 and/or 4 described on Attachment 1, provided that any such lease or occupancy agreement shall be subject to the terms and provisions of this Declaration as the same may from time to time be amended, and any person claiming an interest as lessee or rightful occupant pursuant to any such lease, or by or through any such person, shall be subject to the restrictions contained in this Declaration, as the same may from time to time be amended, with respect to the use and occupancy of any such Unit.

Section 10.12. Approval of Occupant by Board. No person except Unit Owners and lessees who have acquired an interest in compliance with Article 17 of this Declaration and except for the spouses, children, grandchildren, and parents of the Unit Owners shall become an Occupant of a Unit unless and until any such person has been approved in writing by the Board. Any Unit Owner or other person seeking such approval shall submit to the Board a written request for approval stating the name of the prospective Occupant, his or her then current address, three business and three social references and such other information as the Board may reasonably request. If the Board fails to respond to the applicant in writing within thirty (30) days after receipt of any such request, the Board shall be presumed to have approved such request.

Section 10.13. Violation of Rules; Disturbance. No Unit Owner or Occupant shall, or shall permit or cause any person to, violate the Rules or to unreasonably disturb other Unit Owners and Occupants.

11. INSURANCE AND CASUALTY LOSSES

Section 11.01. Insurance of Association.

- (a) The Association shall obtain and maintain the following insurance:
 - (i) standard fire and extended coverage insurance for all of the improvements constituting the Condominium Property (with the exception of improvements and betterments made by the

respective Unit Owners at their expense) in an amount sufficient to cover the full replacement cost; such insurance may have a deductible clause in an amount not exceeding \$1,000.00, and may have a coinsurance clause of not less than 80%;

(ii) insurance against liability for bodily or personal injury or property damage arising from or relating to the Common Areas and

Facilities in an amount of at least \$500,000.00 single limit as respects both bodily and personal injury and property damage; and

(iii) insurance against liability for bodily or personal injury or property damage arising from or relating to the Condominium Property (that is, the Units as well as the Common Areas and Facilities) in an amount of at least \$500,000.00 single limit as respects both bodily and personal injury and property damage; but such insurance to protect only the Association, the Managing Agent of the Condominium (and its agents, employees and contractees), the members of the Board and the Association's contractees, agents and employees.

The Association may obtain and maintain such other insurance as it deems desirable, including, without limitation, insurance to cover the Association's indemnity under Section 6.01 of Article VI of the Bylaws. Premiums for all such insurance shall be a Common Expense.

(b) The Association shall not be responsible for purchasing title insurance for individual Units, liability insurance for individual Unit Owners, or fire and extended coverage insurance to protect Unit Owners against loss or damage to personal property or equipment owned by Unit Owners and not by the Association, regardless of where such personal property may be kept, maintained or stored, or against any such loss or damage to those portions of the Units that are to be maintained and repaired by the Unit Owners in accordance with this Declaration. In allocating among the Unit Owners any insurance proceeds received by the Association, the Association may adjust the proportionate share of such proceeds allocable to a Unit to reflect the matters which should be paid for by (and insured by) the Unit Owners.

Section 11.02. General Provisions Governing Insurance of Association.

(a) All insurance policies obtained or maintained by the Association shall be issued and maintained by a company licensed to engage in the

insurance business in the State of Ohio and rated "AAA" or better by Best's Insurance Reports.

(b) All insurance policies obtained or maintained by the Association shall be for the benefit of the Association, the Unit Owners, and their respective mortgagees as their respective interests may appear, except for the insurance described in item (iii) of Section 11.01(a), which shall be limited as therein provided.

(c) All insurance policies obtained or maintained by the Association shall provide that the Unit Owner and the holder of a first mortgage upon any Unit shall be entitled to obtain from the insurer a certificate of insurance, which shall specify the proportionate amount of such insurance attributable to the particular Unit Owner's Ownership Interest.

(d) All original insurance policies obtained or maintained by the Association, and any endorsements thereto, shall be held by the Association.

(e) The Board shall have exclusive authority to adjust claims or losses under all insurance policies obtained or maintained by the Association; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the negotiations, if any, related thereto.

(f) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Unit Owners or their mortgagees.

(g) The Board shall conduct an annual insurance review which may, at the option of the Board, include a replacement cost appraisal, without respect to depreciation, of all improvements constituting the Condominium Property (with the exception of improvements and betterments made by the respective Unit Owners at their expense) by one or more qualified persons.

(h) The Board shall be required to make every reasonable effort to secure insurance policies that will provide: (A) a waiver of subrogation by

the insurer as to any claims against the Board, its Manager, the Unit Owners and the Occupants; (B) that the master policy on the Condominium Property cannot be cancelled, invalidated or suspended on account of the conduct of any Unit Owners, director, officer or employee of the Association or its duly authorized Manager without a prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its Manager, any Unit Owner or mortgagee; (C) that any "other insurance" clause in the master policy exclude individual Unit Owners' policies from consideration; (D) that, notwithstanding any provision of any policy which gives the carrier an option to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the case of removal of the Condominium Property from the provisions of Chapter 5311 as provided for in this Declaration; and (E) that the coverage of any policy shall not be terminated for non-payment of premiums without at least ten (10) days' written notice to each holder of a first mortgage upon a Unit of which such carrier or carriers have written notice.

Section 11.03. Insurance of Unit Owners. Each Unit Owner may obtain additional insurance at his own expense; provided, however, that no such insurance coverage shall decrease the amount of insurance proceeds to which the Insurance Trustee may be entitled pursuant to any policy obtained or maintained by the Association or held by such Insurance Trustee at any time and from time to time; and provided further that each policy of insurance obtained by any Unit Owner contain, if obtainable, a clause or endorsement providing in substance that the insurance shall not be prejudiced if the insureds have waived right of recovery from any person or persons prior to the date and time of loss or damage, if any.

Any Unit Owner who obtains an individual insurance policy covering any

portion of the Condominium Property, other than improvements and betterments made by such Unit Owner at his expense and personal property belonging to such Unit Owner, shall file a copy of each such policy with the Secretary of the Association within 30 days after purchase of such insurance.

Section 11.04. Insurance Trustee

(a) All fire and extended coverage insurance policies purchased or maintained by the Association shall provide that proceeds of insurance loss or damage to any part of the Condominium Property shall be paid jointly to the Association and a Trustee which shall be a Cleveland, Ohio, banking institution having trust powers and at least Fifty Million Dollars (\$50,000,000.00) total capital and surplus, selected by the Board, which Trustee is herein referred to as the Insurance Trustee. Immediately upon the receipt by the Association of such proceeds, the Association shall pay such proceeds to the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for failure to collect any insurance proceeds. The Insurance Trustee has no obligation to inspect the property to determine whether a loss has been sustained or to file any claim or claims against any insurer or any other person.

(b) The Insurance Trustee shall receive the proceeds of any insurance policy paid to it and shall hold such proceeds in trust for the benefit of the Unit Owners and their mortgagees as their respective interests may appear.

Section 11.05. Damage And Destruction

(a) Adjustment at Loss; Determination of Cost. Immediately after any damage or destruction by fire or other casualty to all or any part of the Condominium Property covered by insurance obtained or maintained by the Association, the Board or its duly authorized agent shall commence the filing and adjustment of all claims, repairing or restoring the Condominium Property to substantially the same condition in which it existed prior to the fire or other casualty. Such costs shall include the total

cost of reconstruction and equipment including without limitation demolition and removal of damaged property or improvements, architectural and engineering and other professional fees and direct construction costs for labor and materials. Each Unit Owner shall be deemed to have delegated, and does delegate upon acquisition of an Ownership Interest, to the Board or its agent, his right to adjust with the insurer any and all claims under the casualty insurance policies referred to in Section 11.01(a)

(b) Responsibility for Restoration. Except as otherwise provided in paragraph (c) below of this Section 11.05, if the Common Areas and Facilities, or any part thereof, are damaged or destroyed, the Association shall cause the same to be restored substantially in accordance with the Drawings, as provided in subparagraph (c) below and to substantially the same condition in which they existed immediately prior to such damage or destruction. Each Unit Owner shall restore his Unit after any casualty causing damage thereto.

(c) Election Not to Restore after Damage or Destruction; Sale of Condominium Property. If any damage to or destruction of the Common Areas and Facilities renders fifty per cent (50%) or more of the Units untenable (as determined by the Board), the Unit Owners, by the vote of those entitled to exercise not less than 75% of the voting power of the Association at a meeting held within ninety (90) days after the occurrence of the casualty, may elect not to repair, restore or rebuild. 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. The net proceeds of any such sale together with the net proceeds of insurance obtained and maintained by the Association, if any, and any other indemnity paid or payable to the Association as a result of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Areas and Facilities. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged.

Section 11.06. Repair and Reconstruction.

(a) Certificate of Association to Insurance Trustee. Any and all disbursements of funds, whether such funds consist of insurance proceeds, special assessments, sales proceeds or any combination thereof, or to be made by the Insurance Trustee for any purpose whatsoever shall be made pursuant to and in accordance with a certificate of the Association signed by the President or Vice President and by the Secretary or an Assistant Secretary setting forth whether or not the damage or destruction is to be repaired or reconstructed and whether or not the damage or destruction was to the Common Areas and Facilities or one or more Units or both. If the damage or destruction is to be repaired or reconstructed, said certificate shall direct the Insurance Trustee to make disbursements to those persons and in such amounts as may be specified therein or, in the alternative, to make disbursements according to such procedures, in such amounts, and upon and pursuant to such lien waivers, statutory affidavits, applications, written authorizations submitted to it by an architect or other person named therein as having been employed by the Association to supervise or make such repairs or reconstruction, or other documentation as may be specified in the certificate. If the damage or destruction is not to be repaired or reconstructed, said certificate shall direct that disbursements be made by the Insurance Trustee as by law provided and in accordance with the terms of Section 11.05(c). The Insurance Trustee shall not incur any liability to any Unit Owner, mortgagee or other person for any disbursements made by it pursuant to and in accordance with any such certificates or written authorizations.

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

defraying such expenses of the Insurance Trustee and cost of repairs or reconstruction shall be disbursed to the Unit Owners, in accordance with their respective percentage interests in the Common Areas and Facilities. If there is a mortgage lien or liens on an Ownership Interest, the remittance to be paid to the Unit Owner shall be paid to the Unit Owner and his mortgagee as their interests may appear. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(c) Special Assessment for Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid to the Insurance Trustee is to be repaired or reconstructed and such proceeds are not sufficient to pay the costs of the Insurance Trustee and to defray the cost of such repairs and reconstruction, the Board shall, without a vote of the members, levy a special assessment against all Unit Owners of the damaged Units, and in the case of damage to the Common Areas and Facilities not a part of the Building, against all Unit Owners in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. All such assessments against Unit Owners for the repair of damage to Units shall be in proportion to the cost of repair and reconstruction of their respective Units and the walls, ceilings, windows and floors forming the structural boundaries thereof. Such assessments on account of damage to the Common Areas and Facilities other than the Building shall be in proportion to the Unit Owners' respective shares in the Common Areas and Facilities.

(d) Disbursement of Assessments. Any and all sums paid to the Association as a result of the special assessments provided for above to defray the estimated excess cost of repair or reconstruction shall be deposited by the Association with the Insurance Trustee and shall be disbursed as provided in this Section 11.06.

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

(f) Restoration of Units. Unless the Unit Owners elect not to repair or reconstruct in accordance with Section 11.05(c), each Unit Owner shall repair and restore his Unit after any damage to or destruction of his Unit; provided, however, that the Board may elect to have the Association do (or have done) certain or all of the repair and restoration work in respect to all or any damaged or destroyed Units at the cost of the Unit Owner.

(g) Minor Repairs

(i) Notwithstanding the foregoing provisions of this Section 11.06, if the aggregate amount of the estimated costs of repairing any damage to the Common Areas and Facilities and to any Unit or Units is less than Fifteen Thousand Dollars (\$15,000.00), the instrument by means of which any insurance proceeds are paid shall be endorsed by the Insurance Trustee and delivered to the Association and the damage shall be repaired in accordance with subparagraphs (ii), (iii) and (iv), below, of this paragraph 11.06(g).

(ii) If the damage is confined to the Common Areas and Facilities other than the Building, such insurance proceeds shall be used by the Association to defray the cost of such repairs; if the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be retained by the Association or its duly authorized agent and placed in the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the Common Areas and Facilities or treated as Common Profits. If the cost of such repairs exceeds the amount of such insurance proceeds, such excess may be provided either by means of a special assessment levied by the Board against all Unit

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

(iii) If the damage is confined to a single Unit, such insurance proceeds shall be used by the Association or made available by the Association to the appropriate Unit Owner to defray the cost of such repairs. If the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be paid jointly to the appropriate Unit Owner (or Owners) and his (or their) mortgagees, if any, who may use such proceeds as they alone may determine. If the cost of such repairs exceeds the amount of such insurance proceeds, such excess shall be provided by means of a special assessment levied by the Board against the Unit Owners of the damaged Unit; provided, however, that if the Unit Owner is repairing his own Unit, the Board may elect not to make any special assessment against such Unit Owner. The Association may make periodic progress payments to any Unit Owner repairing his own Unit, provided there is a ten per cent retention and always enough funds retained to pay for completion of the repairs. Final payment shall not be made to any Unit Owner, however, until all of the repairs to such Unit Owner's Unit have been completed and approved by the Association and the Unit Owner's mortgagee, if any, which approval shall not be unreasonably withheld.

(iv) If the damage is to both the Common Areas and Facilities and to a Unit or Units, then any insurance proceeds recovered shall be apportioned between the Common Areas and Facilities and the Unit or Units damaged in a fair and equitable manner, based upon what the proceeds were recovered for and what the insurance policy covered. After such apportionment has been made, the provisions of subparagraphs (ii) and (iii), above, to this paragraph (g) shall be applicable.

Section 11.07. Waiver of Subrogation. Each Unit Owner and Occupant and the Association agree, provided such agreement does not invalidate or prejudice any policy of insurance or the owner thereof, that, in the event the Condominium Property (including the Units therein), or any part thereof or any fixtures or personal property located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance of any Unit Owner, Occupant or the Association, or the lessees or sublessees of any of them, the rights or claims, if any, of any such party against any other such party, or against the employees, agents, licensees or invitees of any such party, with respect to such damage or destruction and with respect to any loss resulting therefrom are hereby waived to the extent of the coverage of said insurance.

12. CONDEMNATION

Section 12.01. General. Immediately upon learning or having reason to believe that any authority having the power of eminent domain intends to appropriate all or any part of the Condominium Property, the Association shall notify the Unit Owners of such intended appropriation. Each Unit Owner hereby designates and appoints the Association, and any duly authorized agent of the Association, as his exclusive agent to handle, negotiate, settle and conduct all matters, proceedings and litigation incident to such taking; and the Association shall have the power and authority to do so. Any award made for such taking (or price in lieu thereof) shall be payable to the Association if such award (or price) is less than Fifteen Thousand Dollars (\$15,000.00) and to the Insurance Trustee if such award (or price) is Fifteen Thousand Dollars (\$15,000.00) or more.

Section 12.02. Common Areas and Facilities

(a) If the portion of the Condominium Property that is appropriated does not have any improvements or fixtures constructed, erected or maintained thereon, the proceeds of the condemnation award or price in lieu thereof shall be distributed as provided in paragraph (c) below.

(b) If the appropriation includes any fixtures or improvements that are not Units and that are not part of the Building, the Association shall, to the extent reasonably feasible and desirable to do so, repair, restore or replace such improvements unless, at a meeting of

the Unit Owners held prior to thirty (30) days after such appropriation, Unit Owners having not less than seventy-five percent (75%) of the total voting power of the Association decide not to repair, restore or replace such improvements. The Board shall make arrangements for any restoration, repair and/or replacement in accordance with the plans prepared by the Association.

(c) The Association or the Insurance Trustee, as the case may be, shall disburse the proceeds of such award in the same manner as they are required to disburse insurance proceeds where damage or destruction to the Common Areas and Facilities is to be repaired or restored, as provided in Section 11.06 hereof, provided, however, that, the Association may employ a real estate appraiser to determine the actual damages or relative damages sustained by the various Unit Owners as a result of an appropriation. If an appraiser is so employed, any excess condemnation award remaining after the payment of the fees and expenses of the appraiser and the Insurance Trustee and the cost of the repair, restoration or replacement shall be paid to the Unit Owners in proportion to the damages suffered by each of them as a result of such appropriation, as determined by said appraiser. The Association shall have no duty to hire an appraiser to make such a recommendation and the appraiser may recommend that the distribution be in proportion to the Unit Owners' percentage interests in the Common Areas and Facilities. If an appraiser is hired, however, a copy of his recommendation shall be given (in the manner of giving notices to Unit Owners) to all Unit Owners and neither the Insurance Trustee, nor the Association, shall make any distribution of the award within twenty days following the delivery of copies of the recommendation to the Unit Owners nor within any period of time thereafter during which the recommendation may be subject to arbitration or the option to arbitrate. Within twenty (20) days after a copy of the recommendation has been mailed (or otherwise delivered) to the Unit Owners, any Unit Owner may give written notice to the Association and the

Insurance Trustee that he objects to the recommendation. Any objection shall be submitted to and settled by arbitration in accordance with the Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The proper parties before the Arbitration shall be the Unit Owners who have given notice of their objection to the recommendation and the Association or its authorized agent, who shall act on behalf of all non-objecting Unit Owners. If an objection is not submitted to arbitration as herein provided within thirty (30) days after written notice of the objection was given to the Association, then any Unit Owner who shall have given notice of objection shall be deemed to have withdrawn his objection and the Insurance Trustee or the Association, as the case may be, shall distribute the award in accordance with the recommendation.

(d) If Unit Owners having at least seventy-five percent (75%) of the total voting power of the Association decide by vote at a meeting of the Unit Owners of the Association held within sixty (60) days after the taking, not to restore, repair, and replace the taking or damage, then such taking shall be deemed to be and shall be treated as damage or destruction which shall not be repaired or reconstructed as provided for in Section 11.05(c) hereof, whereupon the Condominium shall be terminated in the manner therein prescribed, unless otherwise provided by law.

Section 12.03. Units

If the taking includes one or more Units, or any part or parts thereof, whether or not there is included in the taking any part of the Common Areas and Facilities, then the award shall be disbursed and all related matters, including without limitation alteration of the percentages of undivided interest of the Unit Owners in the Common Areas and the Facilities, shall be handled pursuant to and in accordance with the consent of all Unit Owners (or such lesser number of Unit Owners as may then be prescribed by Chapter 5311 for the purpose of altering the percentages of undivided interest of the Unit Owners in the Common Areas and Facilities)

expressed in a duly recorded amendment to this Declaration. If such an amendment is not recorded within 90 days after such taking, the disposition of the award, and all other issues arising out of or incident to the taking shall be submitted to the Common Pleas Court in the County of Summit, Ohio, for resolution and determination.

13. REHABILITATION OF BUILDING AND OTHER IMPROVEMENTS.

Section 13.01. Election to Rehabilitate. The Association may, by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five per cent (75%) of the voting power of the Association, determine that the Condominium Property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated by approving plans for such renewal or rehabilitation. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a Common Expense.

Section 13.02. Dissenting Unit Owners. Any Unit Owner who does not vote for such renewal and rehabilitation may elect, in a written notice served by him on the President of the Association within five (5) days after receiving notice that such an election to renew or rehabilitate has been made, to convey his Ownership Interest (subject to liens and encumbrances) to the Association in trust for the Unit Owners and to receive therefor the fair market value of his Ownership Interest, less the amount of any liens and encumbrances on or against his Unit as of the date of such conveyance. If such Unit Owner and a majority of the Board cannot agree upon the fair market value of such Unit, such determination shall be made by the majority vote of three appraisers, one of whom shall be appointed by the Board, one of whom shall be appointed by such Unit Owner, and the third of which shall be appointed by the first two appraisers. The price to be paid to the dissenting Unit Owner shall be a Common Expense for the remaining Unit Owners.

14. REMOVAL FROM PROVISIONS OF CHAPTER 5311.

Section 14.01. Election and Procedures. The Unit Owners, by unanimous vote, may elect to remove the Condominium Property from the provisions of Chapter 5311. If the Unit Owners so elect, 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 stating that such election was made shall be filed with the Recorder of Summit County, Ohio, and by him recorded. Such certificate shall be signed by the President of the Association, who shall certify therein under oath that all liens and encumbrances, taxes and assessments not then due and payable upon all or any part of the Common Areas and Facilities have been paid, released or discharged, and shall also be signed by the Unit Owners, each of whom shall certify therein under oath that all such liens and encumbrances on their respective Unit or Units have been paid, released or discharged.

Section 14.02. Partition. Upon removal of the Condominium Property from the provisions of Chapter 5311, the property so removed shall be deemed to be owned in common by the Unit Owners. The undivided interest in the property owned in common which shall appertain to each Unit Owner shall be the same as the undivided interest previously owned by such Unit Owner in the Common Areas and Facilities.

Section 14.03. Resubmission to Condominium Statute. The removal provided for in this paragraph shall in no way bar the subsequent resubmission of the property to the provisions of Chapter 5311 in the manner provided for herein.

15. AMENDMENTS TO DECLARATION.

Section 15.01. By Declarant.

(a) Anything herein to the contrary notwithstanding, Declarant reserves the right to change the interior design and arrangements of all Units, to subdivide a single Unit into two or more Units, to combine (in whole or in part) two or more Units into a single Unit, and to alter the boundaries between the Units, so long as Declarant owns the Units so altered, subdivided, or combined, and so long as the exterior walls of the Building are not altered. If Declarant alters the boundaries between Units, combines Units, or subdivides a Unit, Declarant shall prepare, execute and file with the Recorder of

Summit County an appropriate amendment to this Declaration and the Drawings. The amendment shall reflect the change in percentage interest of such adjusted Units in the Common Areas and Facilities, but the aggregate of the percentage interest of the adjusted Unit(s) in the Common Areas and Facilities shall remain the same.

The amendment of this Declaration reflecting such authorized alteration or subdivision of Units by Declarant need be signed and acknowledged only by Declarant, and need not be approved by the Association, Unit Owners, lienors or mortgagees, whether or not elsewhere required for an amendment. The amendment shall include an amendment to the Drawings which shall be duly verified as required by Chapter 5311, but shall require no approval by anyone except Declarant, who shall endorse its approval on the amendment to the Drawings. The amendments shall be duly filed for record by Declarant.

(b) Declarant, 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 mortgagee: by acceptance of a deed conveying such Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, thereby consents to and approves of all of the provisions of this Section 15.01, including, without limiting the generality of the foregoing, the amendment of this Declaration by Declarant in the manner provided herein, and all such Unit Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to affectuate these provisions.

(c) Each Unit Owner and his respective mortgagee by acceptance of a deed conveying an Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, hereby irrevocably appoints Declarant his Attorney-in-Fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option of the Attorney in the event that Declarant exercises the right reserved in this Section 15.01 to alter or subdivide Units, to execute, acknowledge

and record for and in the name of such Unit Owner an amendment or amendments of this Declaration for such purpose and for and in the name of such respective mortgagees a consent to such amendment or amendments.

(d) Declarant hereby reserves the right to perform and do such other acts and things as are necessary to carry out the intent and purposes of this Section 15.01. The provisions of this paragraph (d) and of paragraph (b) or (c) of this Section 15.01 are not to be construed as mandatory, limitations upon, or conditions precedent to the exercise, operation, or effect of the rights reserved and provisions contained in paragraph (a) of this Section 15.01, but are reserved and contained herein as supplementary and further assistance to the rights reserved by Declarant under said paragraph (a).

(e) Anything in the foregoing provisions of this Section 15.01 to the contrary notwithstanding, Declarant shall not amend this Declaration as provided in this Section 15.01 without the consent in writing, endorsed upon or attached to the amendment, of the holder of any recorded mortgage upon the Units being altered, combined or subdivided by the amendment, and such holder may, at its discretion, refuse to sign such consent. If any such mortgagee does refuse to sign such consent, such mortgagee agrees to accept a payment without charging a penalty or prepayment fee, of the indebtedness (and accrued interest) secured by the mortgage and to deliver to Declarant a recordable discharge of the mortgage upon such payment.

Section 15.02. By Others.

Amendments to this Declaration may be adopted by the Association in accordance with the procedures specified in the Bylaws. Upon the adoption of an amendment to the Declaration, the Secretary of the Association shall mail the amendment to all persons then having a mortgagee's interest of record in or to any of the Units or any other part of the Condominium Property. The Secretary shall thereafter file with the Auditor and Recorder of Summit County, Ohio, a certified copy of the amendment, and his

certification shall (i) state in substance that the amendment was duly and legally adopted in accordance with the By-Laws, the Declaration and the laws of the State of Ohio, and the date of such adoption, (ii) state the date on which copies of the amendment were mailed to mortgagees of record, (iii) list the names and respective interests of the mortgagees that have consented to the amendment and the names and respective interests of the mortgagees that have not so consented, and (iv) state the date of filing for record and the volume and page number of the records in which the Declaration and all amendments thereto are recorded. No amendment made pursuant to this Section 15.02 shall have any effect upon the rights of Declarant under this Declaration and upon the rights of bona fide first mortgagees until the written consent of Declarant and/or such mortgagees to such amendment has been secured. Such consents shall be retained by the Secretary of the Association and his certification in the instrument of amendment as to the consent or non-consent of Declarant and the names of the consenting and non-consenting mortgagees of the various Units shall be sufficient for reliance by the general public. If Declarant does not consent to an amendment to the Declaration, Drawings, and/or Bylaws and/or if less than all mortgagees consent to an amendment to the Declaration, Drawings and/or By-Laws, said amendment or modification shall nevertheless be valid among the Unit Owners, inter se, provided that the rights and reservations of Declarant and the rights of a non-consenting mortgagee shall not be derogated by an amendment made pursuant to this Section 15.02. No provision in this Declaration or Bylaws may be changed, modified or rescinded, which, after such change, modification or rescission would conflict with the provisions of Chapter 5311, and, except as otherwise provided in Section 15.01 or 15.03, no amendment may be made to the percentage interests set forth in Attachment 2, attached hereto, without, in addition to the requirements set forth above, the prior unanimous approval of (A) all Unit Owners of Units whose percentage interests are being changed and (B) their respective mortgagees.

Section 15.03. Additions to Condominium Property. Declarant contemplates constructing certain residential structures and other improvements on Parcel Nos. 2 through 15, inclusive, all of which are presently owned by Declarant, and submitting said Parcel Nos. 2 through 15, or any one or more of said Parcels, together with all structures and other improvements constructed thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners to the provisions of this Declaration and Chapter 5311; so that the same will become in all respects part of the Condominium Property. Declarant hereby reserves the right at any time within five (5) years after the date this Declaration is filed for record to take the action so contemplated (i) to submit Parcel Nos. 2 through 15, inclusive, or any one or more of said Parcels together with all structures and other improvements now or hereafter constructed thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners, to the Provisions of this Declaration and Chapter 5311, and (ii) to amend this Declaration, in the manner provided in Section 15.04 hereof, in such respects as Grantor may deem advisable in order to effectuate such submission or submissions, including, without limiting the generality of the foregoing, the right to amend this Declaration so as (a) to include Parcel Nos. 2 through 15, inclusive, or any one or more of said Parcels, and the improvements constructed thereon as part of the Condominium Property, (b) to include descriptions of the improvements constructed on the Parcels so added to the Condominium Property and to add drawings thereof to Exhibit A hereto, and (c) to provide that the owners of Units in the Buildings constructed on the Parcels so added to the Condominium Property will have an interest in the Common Areas and Facilities of the Condominium Property and to amend Attachment 2 so as to establish the percentage of interest in the Common Areas and Facilities which the owners of all Units within the Buildings on the Condominium Property will have at the time of such amendment or amendments, which percentage shall be, with respect to each Unit, in the proportion that the fair market value of each Unit at the date

said amendment is filed for record bears to the then aggregate value of all the Units within the Buildings on the Condominium Property, which determination shall be made by Declarant and shall be conclusive and binding upon all Unit Owners. Declarant, 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 Declarant's mortgagee by subjecting its mortgage to this Declaration, thereby consents to 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, the provisions of this Section 15.03, including, without limiting the generality of the foregoing, the amendment of this Declaration by Declarant in the manner provided in Section 15.04 hereof, and Declarant's mortgagee and all such Unit Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate said provisions.

Section 15.04. Amendment of Declaration. Declarant's mortgagee, by subjecting its mortgage to this Declaration, and each Unit Owner and his respective mortgagees, by acceptance of a deed conveying such Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, thereby irrevocably appoints Declarant, his attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney, at the option of the attorney in the event that Declarant exercises the rights reserved in Section 15.03 hereof, to add to the Condominium Property as therein provided, to execute, acknowledge and record for and in the name of such respective mortgagees, a consent to such amendment upon the filing for record with the Recorder of Summit County of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added. Such amendment must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and its attached exhibits are recorded and must contain an affidavit by the President of the Association or the

President of Declarant, as the case may be, that a copy of the amendment has been mailed by certified mail to all Unit Owners and all mortgagees having bona fide liens of record against any Unit Ownership. Except as hereinabove provided with respect to amendments for the purpose of making additions to the Condominium Property as provided in Section 15.03 hereof, no amendments shall have any effect, however, upon Declarant, the rights of Declarant under this Declaration and upon the rights of bona fide mortgagees until the written consent of Grantor and/or such mortgagees to such amendment has been secured

16. REMEDIES FOR BREACH OF COVENANTS AND RULES

Section 16.01. Abatement and Enjoinment.

The violation or breach of any restriction, covenant, condition, provision, rule or regulation contained in this Declaration or in the Bylaws or the Rules adopted by the Association pursuant hereto shall give the Association the right, in addition to the rights hereinafter set forth in this Section 16.01 and those provided by law, (i) to enter upon the land or Unit or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the Owner of the Unit where the violation or breach exists (or if the violation or breach is in respect to Limited Common Areas and Facilities, the Owner of the Unit to which the Limited Common Area and Facility is appurtenant), any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, the Bylaws, or the Rules, and the Association, and its agents, shall not be thereby deemed guilty in any manner of trespass; (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach or violation; and/or (iii) to commence and prosecute an action to recover any damages which may have been sustained by the Association or any Unit Owner or Unit Owners.

Section 16.02. Involuntary Sale.

If any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit) shall violate any covenants or provisions contained in this Declaration or in the Bylaws or in the Rules, and

such violation shall continue for thirty (30) days after notice in writing from the Association, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Association, the Association may notify the defaulting Unit Owner that the rights of such Unit Owner and all Occupants of such Unit to continue as a Unit Owner or Occupant and to continue to occupy, use or control his Unit shall terminate as of the tenth day following the giving of such notice, and all rights and privileges of such Unit Owner and of all Occupants of his Unit shall terminate on such tenth day. At any time within ninety (90) days after such tenth (10th) day, a legal action may be filed by the Association against such Unit Owner or Occupant for a decree of mandatory injunction against said Unit Owner or Occupant or for a decree declaring the termination of the right of such Unit Owner or Occupant to occupy, use or control the Unit owned or occupied by him and ordering that all the right, title and interest of the Unit Owner or Occupant in his Ownership Interest or interest therein shall be sold (subject to any liens and encumbrances thereon) at a judicial sale upon such notice and terms as the court shall establish, except that the court may be requested to enjoin and restrain such Unit Owner or Occupant from reacquiring his Ownership Interest at such judicial sale, and the court shall grant all such relief requested by the Association. The Association, however, may acquire said Ownership Interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, receiver's fees, referee's fees, court reporter charges, reasonable attorneys' fees and all other expenses of the proceedings, and all such items shall be taxed against such Unit Owner and Occupant, if any. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments owing to the Association and all mortgages and other liens and encumbrances required to be discharged, shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser

thereat shall, subject to the rights and privileges of the Association provided in Section 17.03 hereof, thereupon be entitled to a conveyance of the Ownership Interest or interest therein and to immediate possession of the Unit so conveyed, and may apply to the court for a writ for the purpose of acquiring such conveyance and possession, and it shall be a condition of any such sale, and the decrees shall so provide, that the purchaser shall take such Ownership Interest or interest therein subject to this Declaration. The provisions of this subparagraph (b) and the rights of the Association hereunder shall not be deemed or interpreted to prevent the holder of any first mortgage upon the affected Units from accelerating the time or times of payment of the indebtedness secured by such mortgage, and if such holder does accelerate payment of the secured indebtedness, such holder does shall be entitled to payment of the full indebtedness from the proceeds of sale in accordance with the priority of the mortgage lien.

Section 16.03. Cure by Association. If any Unit Owner fails to perform any act that he is required to perform by this Declaration, the Bylaws or the Rules, the Association may, but shall not be obligated to, undertake such performance or cure such violation, and shall charge and collect from said Unit Owners the entire cost and expense, including reasonable attorneys fees, of such performance or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment and shall be due and payable when the payment of the assessment next following notification of such charge becomes due and payable, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for Common Expenses.

17. SALE, LEASING OR OTHER ALIENATION

Section 17.01. Sale. No Unit may be leased, sold or otherwise contracted in part; but a Unit may be sold or leased in its entirety, subject to the terms, provisions and conditions herein set forth. Any Unit Owner, other than the Declarant, who wishes to sell his Ownership Interest or any interest therein to any person who, either alone or with others, is

not a Unit Owner, shall give to the Secretary of the Association, not less than thirty (30) days prior to the proposed sale, written notice of the proposed sale, together with the name and address of the proposed purchaser, and a true copy of the proposed purchase agreement, which purchase agreement shall contain all of the terms and conditions of such sale, and shall be expressly subject to the option granted herein to the Association. The Association shall have the first right and option to purchase such Ownership Interest upon the same terms and conditions as those contained in the purchase agreement so delivered to it and, if the Association notifies the Unit Owner in writing within thirty (30) days after receipt of notice of the proposed sale that the Association thereby exercises its option to purchase the Unit that is the subject of the proposed sale, the Association shall complete the purchase of said Unit upon the terms and conditions contained in the theretofore proposed contract for sale, except that the following terms and conditions shall be deemed to be part of that contract and shall control and supersede any terms or provisions not consistent therewith.

(a) If the Association states in substance in its notice exercising its option to purchase that the purchase price stated in the contract is unacceptable, the purchase price shall be the fair market value of the Unit to be purchased as determined by arbitration in accordance with the then rules of the American Arbitration Association, provided that the arbitrators shall be three qualified real estate appraisers, one of whom shall be appointed by the Association, one of whom shall be appointed by the Unit Owner, and the last of whom shall be selected by the other two appraisers. Within fifteen (15) days after the appointment of the third appraiser, the three appraisers shall give written notice of their determination of the fair market value of the Unit to the Unit Owner and the Association.

(b) The purchase price shall be paid in cash and the purchase shall be completed not later than thirty (30) days after the Association notifies the Unit Owner of the exercise of its option or, if the purchase price is determined by arbitration, not later than fifteen (15) days after the appraisers notify the Association and the Unit Owner of their determination of fair market value.

If said option is not exercised by the Association within the aforesaid option period, or if the option is waived or released as provided in Section 17.06, the Unit Owner may, at the expiration of said period, or upon such waiver or release, sell such Ownership Interest to the proposed purchaser named in such notice upon (and only upon) the terms specified therein.

Section 17.02. Lease. No Unit Owner may lease any interest in or to the Condominium Property unless such interest is an undivided fee simple absolute interest or leasehold interest in or to one or more whole Units. Any Unit Owner other than Declarant who wishes to lease his Unit (or any lessee of any Unit wishing to sublease or assign a Unit) to any person who, either alone or with others, is not a Unit Owner shall, not less than thirty (30) days prior to the proposed lease, notify the Secretary of the Association in writing of the name and address of the proposed lessee (or sublessee or assignee) together with a true copy of the proposed lease. No lease (or sublease) may be for a term of more than two (2) years. If the Association notifies the Unit Owner proposing a lease within twenty-five (25) days after receipt of such notice that the proposed lease is not in the best interests of the Association, said proposed lease shall not be made or entered into.

Section 17.03. Gift, Devise, Inheritance, Other Transfers.

Any person who, either alone or with one or more other persons, is not a Unit Owner and who acquires an undivided fee simple interest to a Unit by gift, devise, inheritance, purchase at a judicial sale or in any other manner not considered in Sections 17.01 and 17.02 shall notify the Association in writing within thirty (30) days after such acquisition of the names and addresses of the person or persons deemed to be the Unit Owner and shall provide the Association with a certified copy

of the instrument evidencing their ownership and shall further supply such other information as the Association may reasonably require. If the Association notifies such Unit Owner within thirty (30) days after receipt of the notice of acquisition of title that the Association desires to purchase said Unit from the Unit Owner, the Association shall purchase said Unit from said Unit Owner for the fair market value as such value is determined by arbitration in the same manner as is specified in Section 17.01. Any such purchase shall be completed within fifteen (15) days after the appraisers give notice to both the Association and the Unit Owner of the fair market value of the Unit. If the option to purchase is not exercised by the Association as hereinbefore provided, or the option is waived or released, the Unit Owner shall, at the end of such option period or upon such waiver or release, retain title to the Unit subject to this Section. Notwithstanding anything to the contrary herein contained, if the Unit Owner who is required to give notice to the Association pursuant to this paragraph has acquired title by purchase at a judicial sale, the fair market value of the Unit shall be the price paid by such Unit Owner and the purchase shall be completed within fifteen (15) days after the Association exercises its option to purchase.

Section 17.04. Failure to Give Notice. If any person required to give notice to the Association pursuant to this Article 17 fails to do so as provided herein, the Association shall be deemed to have received such notice at the time the President or Secretary of the Association receives actual knowledge of the sale, lease, gift, devise or other transaction requiring such notice, and the option of the Association to purchase the Unit or disapprove the Lease shall commence at that time.

Section 17.05. Corporate Owner. Since the condominium is intended to be used for residential purposes, the sale, lease, or other transfer of any Unit to a corporation or other business entity may be conditioned upon approval of all Occupants by the Association.

Section 17.06. Release, Waiver, and Exceptions to Option. Upon the consent of a majority of the then existing members of the Board, any of the

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options contained in this Article may be released or waived and the Ownership Interest or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article. A certificate signed by the Secretary of the Association stating that the provisions of this Article as hereinabove set forth have been met by a Unit Owner, or duly waived by the Board, or that the rights of the Association hereunder have terminated, shall be conclusive upon the Association and all 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 or in respect to whom the provisions of this Article have been waived or released, upon request.

Section 17.07. Transaction by Declarant and Mortgagee. None of the options contained in this Article 17 shall be applicable to:

- (i) any sales, leases, or subleases to purchasers, lessees or sublessees procured by or through Declarant (or his designee) for his own account;
- (ii) the sale of an Ownership Interest to a first mortgagee in a foreclosure sale, the conveyance of an Ownership Interest by a deed given in lieu of foreclosure, or a conveyance of an Ownership Interest by a person or entity which was a first mortgagee and which acquired title to the Ownership Interest in a foreclosure of the mortgage thereon or by a deed in lieu thereof;
- (iii) any sale, lease, transfer or conveyance by Declarant of the Declarant's entire interest in and to Parcel Nos. 3 and/or 4, the improvements, buildings and facilities situated thereon and the appurtenances thereto or the lease by any grantee of Declarant of any Unit situated on either of such parcels for such terms and upon such terms and conditions as said grantee may deem appropriate or desirable, provided, however that any such lease shall be subject to the terms and provisions of this Declaration, as the same may from time to time be amended, and any person claiming an interest as lessee or rightful occupant pursuant to any such lease, or by or through any such person, shall be subject to the restrictions contained in this Declaration, as the same may from time to time be amended, with respect to the use and occupancy of any such Unit.

Section 17.08. Procedure for Consummation of Option.

19 PAGE 55: (a) Exercise of Option. The Association shall not exercise any option hereinabove set forth to purchase any Ownership Interest or interest

therein without the prior written consent of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power in the Association, provided that the Unit Owner whose Unit is the subject of the option shall not be entitled to vote and his vote shall not be considered to be part of the voting power of the Association. The Association may bid to purchase at any sale of an Ownership Interest which is held pursuant to an order or direction of a court, upon the prior consent of the aforesaid percentage of voting Unit Owners, which said consent shall set forth a maximum price which the Association is authorized to bid and pay for said Ownership Interest or interest therein. The aforesaid option to bid shall be exercised by the Association solely for the use and benefit of the Unit Owners consenting thereto. Any option exercisable by the Association pursuant to this Declaration may be exercised within the option period by delivery to the person or persons designated above of a written notice of such exercise signed by the President, Vice President or Secretary of the Association.

(b) Payment of Option Price. Prior to the consummation of the sale resulting from the exercise by the Association of any such option, each Unit Owner consenting to the exercise of said option shall deposit with the Association that fraction of the purchase price that is equal to his percentage share in the Common Areas and Facilities divided by the aggregate of the percentage shares of all such consenting Unit Owners. In lieu of all or any portion of the purchase price, a consenting Unit Owner may provide a written commitment from a sound and reputable bank, savings and loan association, building and loan association, insurance company or other financing agent approved by the Association. Any such financing may be secured by a mortgage on the Unit to be purchased.

(c) Financing of Purchase Under Option.

(i) Acquisition of any Ownership Interest under the provisions of this Paragraph shall be made from the moneys or commitment deposited with the Association as provided for in paragraph (b) of this Section 17.08. If said deposit is insufficient, the Association shall levy a special assessment against each consenting Unit Owner in the proportion which his percentage of interest in the Common Areas and Facilities bears to the percentage of interest in the Common Areas and Facilities of all consenting Unit Owners, which assessment shall be payable immediately upon notification thereof to such consenting

Unit Owners. If the assessment is not paid, it shall become a lien and be enforceable as a lien for Common Expenses.

(ii) Neither the Board, the Association nor any officer of the Association (in his capacity as such officer) shall borrow money to finance the acquisition of any Ownership Interest (or interest therein) authorized by this Article nor shall they or any of them become liable (by reason of his or their holding title in trust for the consenting Unit Owners and granting a mortgage as such legal title holder) under any evidence of indebtedness or security instrument therefor related to any such acquisition; but the President or Secretary (as holder of legal title for the consenting Unit Owners) shall upon unanimous demand of all consenting Unit Owner or Owners grant one first mortgage upon the Ownership Interest being acquired to secure a loan made to one or more of the consenting Unit Owners to purchase the Ownership interest and an officer may become liable as a consenting Unit Owner.

(d) Consummation of Purchase. Any purchase effected pursuant to the provisions of this Paragraph shall be made by the payment of the purchase price by the Treasurer of the Association from the special account established pursuant to the provisions of Section 17.08 (b) and (c), on behalf of the consenting Unit Owners, in return for a conveyance of the Ownership Interest or interest therein to the President or Secretary of the Association as trustee for all consenting Unit Owners. Within twenty (20) days after the exercise of the option by the Association as herein provided, the Treasurer of the Association shall deposit the purchase price with a title insurance company, designated by the Board, qualified to do business in the State of Ohio, and having an office in Summit County, Ohio, with instructions to pay over said purchase price when the title company is prepared to issue to the grantee named in the deed (who shall be the President or Secretary of the Association, as Trustee, as aforesaid) its standard policy of title insurance insuring said grantee that he is vested with fee simple title to the Ownership Interest free and clear of all liens,

encumbrances and defects, except for (A) taxes and assessments not then due and payable, (B) all matters contained in this Declaration, the Bylaws and Drawings, (C) all liens and encumbrances to which the purchase is expressly to be subject, and (D) all restrictions, assessments, covenants and conditions affecting the Ownership Interest, or interest therein, which were duly made under authority of this Declaration, or to which the Condominium Property was subject at the date this Declaration was filed for record. Within the same twenty-day period, the persons obligated to convey the Ownership Interest, or interest therein, subject to the option, shall deposit with the title insurance company designated by the Board, a deed of general warranty (except a grantor under Section 17.03 may deposit a limited warranty deed or Sheriff's deed) conveying title to the Ownership Interest or interest therein to the President or Secretary of the Association, as trustee, free and clear of all liens, encumbrances and defects, except for those matters referred to above. Anything herein to the contrary notwithstanding, the Treasurer shall not be obligated to deposit the purchase price with the title company until the deed, is deposited with the title company and the title company is prepared to issue its title policy to the Grantee named in the deed insuring said grantee he is vested with title as aforesaid. The grantor shall pay for taxes and assessments, common expense assessments, and utilities prorated to the date of transfer of title, the cost of the title search, the cost of removing all non-excepted defects, liens and encumbrances to title, the premium for the policy of title insurance, any applicable transfer fees, and one-half of the escrow fee. The Treasurer (for the consenting Unit Owners) shall pay for one-half of the escrow fee and the fee for filing for record the deed of conveyance, and any mortgage. Anything herein to the contrary notwithstanding, where the Association exercises its option to purchase granted under Section 17.03, the purchaser who is obligated to

convey title to the President or Secretary of the Association shall not be obligated to pay any real estate taxes or assessments, or any Assessments (as defined in paragraph (a) of Article 1 hereof) accruing from the date he acquired title to the date he conveys title to the President or Secretary of the Association; nor shall he be obligated to pay any escrow fees, title searches, premiums for title insurance, or conveyancing fees charged in connection with his transfer of title to the President or Secretary of the Association, it being the intention of this sentence that the purchaser at a judicial or execution sale who is obligated to convey the title he acquired to the President or Secretary of the Association shall be made substantially whole, except for any interest or financing charges paid by him, his legal fees, investigations, and other incidental expenses. A purchase made pursuant to the exercise of the option under Section 17.02 shall be consummated in accordance with the provisions of the Agreement which the Unit Owner first proposed to enter into. A purchase made pursuant to a bid at a judicial or execution sale shall be made in accordance with the conditions of the order of sale and other applicable law.

Section 17.10. Title to Acquired Interests. Any Ownership Interest or interest therein acquired pursuant to the terms of this Article 17 shall be held of record in the name of the President or Secretary of the Association as trustee for all consenting Unit Owners. Such holding shall be for the benefit of all the Unit Owners consenting to and participating in such acquisition. Said Ownership Interest or interest therein shall be sold or leased upon authorization of a majority of the Board for the benefit of such consenting Unit Owners. All net proceeds of any such sale or leasing shall be deposited in a special account and shall thereafter be promptly disbursed to the consenting Unit Owners in proportion to their respective shares in the Common Areas and Facilities.

18. MISCELLANEOUS PROVISIONSSection 18.01. Declarant's Right Pending Sale of a Majority of Units.

Until such time as Declarant shall have consummated the sale of a sufficient number of Ownership Interests to entitle the Unit Owners, other than Declarant, to exercise a majority of the voting power in the Association and a meeting of the Association at which a Board is elected has been held, Declarant may exercise the powers, rights, duties and functions of the Association and the Board, including, without limitation, the power to determine the amount of, and to levy special assessments for Common Expenses, and the right to enter into, on behalf of the Association, the management agreement referred to in Section 7.01 hereof.

Section 18.02. Rights and Obligations of Declarant Pending Sale of Each Unit.

So long as said Declarant owns one or more Units, Declarant shall be subject to the provisions of this Declaration, the Drawings, and the Bylaws: EXCEPT THAT Declarant may sell, lease, convey, license, use and otherwise contract in respect to Units owned by Declarant without approval of the Board, the provisions of Article 17 being inapplicable to Declarant and to Ownership Interests owned by Declarant. Declarant covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the property or other rights assigned to the Association by reason of the establishment of the Condominium. Notwithstanding the foregoing, Declarant shall not rent any Units for transient or hotel purposes as that phrase is defined in Section 10.12 above.

Section 18.03. Non-Liability of Declarant. Declarant shall not be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to this Declaration or the Bylaws or in Declarant's (or its representative's) capacity as developer, contractor, owner, manager or seller of the Condominium Property whether or not such claims (i) shall be asserted by any Unit Owners, Occupants, the Association, or by any person or entity claiming through any of them; or (ii) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (iii) 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 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 failure or malfunction or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.).

Section 18.04. Notices of Mortgage. Any Unit Owner who mortgages his Ownership Interest or interest therein, shall notify the Association, in such manner as the Association may direct, of the name and address of the mortgagee.

Section 18.05. Copies of Notices to Mortgage Lender. After written request to the Association, the Association shall provide to the holder of any duly recorded mortgage encumbering any Unit a copy of all notices sent or delivered to the Owner of such Unit in accordance with this Declaration or the Bylaws.

Section 18.06. Covenants Running With Land. Each grantee, lessee, mortgagee, or contractee of any interest whatsoever in any part of the Condominium Property, by the acceptance of a deed of conveyance, lease, mortgage or contract in respect to any interest in any part of the Condominium Property accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, 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 Condominium Property, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every such deed, lease, mortgage or contract.

Section 18.07. Termination. Upon the removal of the Condominium Property from the provisions of Chapter 5311, all easements, covenants and other rights, benefits, privileges, impositions and obligations declared herein to run with the Condominium Property Land or any Ownership Interest or interest therein shall terminate and be of no further force or effect.

Section 18.08. Waiver. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 18.09. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration or the Bylaws, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration. The cy pres rule shall be applied in all cases where any covenant, restriction, condition, or other provisions of this Declaration or the Bylaws or any part thereof is found to be illegal or impossible of being given literal effect.

Section 18.10. Time Limits. If any of the privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory provision, (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Gerald Ford, President of the United States of America.

Section 18.11. Service of Notices.

(a) Except where otherwise herein expressly provided, notices desired, permitted or required to be given to the Board or the Association shall be in writing and shall be deemed to have been effectively given or received when delivered in person or 48 hours after deposit in the United States mail, registered or certified, postage prepaid, to any two (2) members of the Board or to the President of the Association, addressed to such members or officer at their respective Units.

(b) Unless otherwise expressly provided for herein, any notices required, permitted or desired to be given to the Unit Owners or to any one or more of them shall be in writing and shall be deemed to have been effectively given or received when delivered personally to the Unit Owner (if more than one person owns a single Unit, a notice personally delivered to any one of such persons shall be deemed to have been given personally to all of such persons) at the mailing address of his Unit or 48 hours after deposit in the United States mail, registered or certified, postage prepaid and addressed to all persons being the Unit Owner.

Section 18.12. Duration. If any Ohio law should be deemed to limit the period during which covenants restricting lands to certain uses may run it shall be the duty of the Board to cause the covenants contained herein, as amended from time to time, to be extended when necessary by filing in the Recorder's Office of Summit County a document bearing the signature of a majority (or such greater number as may be required by law) of the then Unit Owners reaffirming and newly adopting the Declaration and covenants then existing in order that the same may continue to be covenants running with the land. Such adoption by a majority (or such greater number as may be required by law) shall be binding on all, and each Unit Owner of any Unit, by acceptance of a deed therefor, is deemed to agree that the Declaration and covenants may be extended as provided in this subparagraph. This subparagraph is precautionary only. If the effect of Chapter 5311 is to abrogate any law limiting the period during which covenants restricting lands to certain uses may run, then such document need not be filed. This subparagraph shall not be deemed to limit, in any respect, the covenants, restrictions and declarations herein contained, it being the intention of Declarant and all Unit Owners that all of the declarations, covenants and restrictions herein contained shall continue until this Declaration and submission is terminated in the manner herein provided.

Section 18.13. Headings. Headings are inserted only as a matter of convenience for reference and in no way define, limit or describe the scope or intent of this Declaration nor in any way affect this Declaration.

Section 18.14. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first-class residential condominium development.

IN WITNESS WHEREOF, the undersigned, D. A. CIRINCIONE, INC., has executed this Declaration this 28th day of July, 1976.

WITNESSES:

D. A. CIRINCIONE, INC.

[Signature]

By: [Signature]

[Signature]

By: [Signature]

STATE OF OHIO)
COUNTY OF CUYAHOGA) SS:

On this 28th day of July, 1976, before me, a Notary Public in and for said County and State, personally appeared D. A. Cirincione and Elizabeth J. Cirincione, the President and Secretary respectively, of D. A. CIRINCIONE, INC., who severally acknowledged that they did execute the within and foregoing Declaration of Condominium on behalf of D. A. CIRINCIONE, INC., and that the same was their free act and deed individually and as such officers of D. A. CIRINCIONE, INC., and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my notary seal as such Notary Public, in the City of Cleveland, County of Cuyahoga, and State of Ohio, on the 28th day of July, 1976.



[Signature]
NOTARY PUBLIC

My Commission expires on _____

CHARLES M. DRIGGS, Notary Public
Non-Expiring Commission

LEGAL DESCRIPTION OF PARCEL I OF THE
ROLLING HILLS CONDOMINIUMS

Situated in the City of Twinsburg, County of Summit, and State of Ohio and known as being a part of Original Twinsburg Township, Lot Numbers 9 and 10 in Tract Number 1 North and being further bounded and described as follows:

Beginning at the point of intersection of the centerline of Ravenna Road (60 feet wide), a.k.a. the Cleveland Twinsburg Road with the northerly-line of land conveyed to Gustav G. Juhnke by deed dated April 15, 1903 and recorded in Volume 293, Page 316 of Summit County Deed Records, said point being South $44^{\circ} 47' 30''$ East 3895.42 feet measured along said centerline of Ravenna Road from its point of intersection with the centerline of Gillie Road; Thence North $89^{\circ} 50' 40''$ West along said northerly line of Juhnke's lands 656.00 feet to a point, said point being the principal place of beginning of the premises herein intended to be described;

- COURSE I Thence continuing along said northerly line North $89^{\circ} 50' 40''$ West, 178.00 feet to a point;
- COURSE II Thence North $00^{\circ} 09' 20''$ East, 88.56 feet to a point;
- COURSE III Thence North $76^{\circ} 45' 45''$ East, 127.69 feet to a point;
- COURSE IV Thence South $78^{\circ} 47' 30''$ East, 54.80 feet to a point;
- COURSE V Thence South $00^{\circ} 09' 20''$ West, 107.63 feet to the principal place of beginning and containing 0.434 acres of land, be the same, more or less, but subject to all legal highways.

PWK:cm

May 5, 1970

William Bendfeldt
100 R. Ellis
Frank J. Federico

CONSULTING ENGINEERS

6000 EAST 345th STREET
WILLOUGHBY, OHIO 44094

(216) 951-8000

Water Supply & Treatment
Sewerage & Drainage
Wastewater Treatment
Land Development
Highways

LEGAL DESCRIPTION OF PARCEL II OF THE
ROLLING HILLS CONDOMINIUMS

Situated in the City of Twinsburg, County of Summit, and State of Ohio and known as being a part of Original Twinsburg Township Lot Numbers 9 and 10 in Tract Number 1 North and being further bounded and described as follows:

Beginning at the point of intersection of the centerline of Ravenna Road (60 feet wide), a.k.a. the Cleveland Twinsburg Road with the northerly line of land conveyed to Gustav G. Juhnke by deed dated April 15, 1903 and recorded in Volume 295, Page 316 of Summit County Deed Records, said point being South $44^{\circ} 47' 30''$ East 3895.42 feet measured along said centerline of Ravenna Road from its point of intersection with the centerline of Gillio Road; Thence North $89^{\circ} 50' 40''$ West along said northerly line of Juhnke's lands 480.00 feet to a point, said point being the principal place of beginning of the premises herein intended to be described;

- COURSE I Thence continuing along said northerly line North $89^{\circ} 50' 40''$ West, 176.00 feet to a point;
- COURSE II Thence North $00^{\circ} 09' 20''$ East, 107.63 feet to a point;
- COURSE III Thence South $78^{\circ} 47' 30''$ East, 109.20 feet to a point;
- COURSE IV Thence South $81^{\circ} 47' 29''$ East, 69.51 feet to a point;
- COURSE V Thence South $00^{\circ} 09' 20''$ West, 76.96 feet to the principal place of beginning and containing 0.368 acres of land, be the same, more or less, but subject to all legal highways.

PWK:cm

May 28, 1970

LEGAL DESCRIPTION OF PARCEL XIII OF THE
ROLLING HILLS CONDOMINIUMS

Situated in the City of Twinsburg, County of Summit, and State of Ohio and known as being a part of Original Twinsburg Township Lot Numbers 9 and 10 in Tract Number 1 North and being further bounded and described as follows:

Beginning at the point of intersection of the centerline of Ravenna Road (60 feet wide), a.k.a. the Cleveland Twinsburg Road with the northerly line of land conveyed to Gustav G. Julinke by deed dated April 15, 1903 and recorded in Volume 293, Page 316 of Summit County Deed Records, said point being South 44° 47' 30" East 3895.42 feet measured along said centerline of Ravenna Road from its point of intersection with the centerline of Gillic Road, Thence North 89° 50' 40" West along said northerly line of Julinke's lands 834.00 feet to a point, said point being the principal place of beginning of the premises herein intended to be described;

COURSE I Thence continuing along said northerly line North 89° 50' 40" West, 156.50 feet to a point;

COURSE II Thence North 00° 09' 20" East, 87.34 feet to a point;

COURSE III Thence South 89° 50' 40" East, 151.37 feet to a point;

COURSE IV Thence North 76° 45' 45" East, 5.27 feet to a point;

COURSE V Thence South 00° 09' 20" West, 88.56 feet to the principal place of beginning and containing .314 acres of land, be the same, more or less, but subject to all legal highways.

PWK:cm

May 6, 1976

H. William Dondfield
James A. Cillis
Frank J. Federico

CONSULT

2000 EAST 316th STREET
WILLOUGHBY, OHIO 44094

(216) 951-8000

Water Supply & Treatment
Sewerage & Drainage
Wastewater Treatment
Land Development
Highways

LEGAL DESCRIPTION OF PARCEL IV OF THE
ROLLING HILLS CONDOMINIUMS

Situated in the City of Twinsburg, County of Summit, and State of Ohio and known as being a part of Original Twinsburg Township Lot Numbers 9 and 10 in Tract Number 1 North and being further bounded and described as follows:

Beginning at the point of intersection of the centerline of Ravenna Road (60 feet wide), a.k.a. the Cleveland Twinsburg Road with the southerly line of land conveyed to Twinsburg Plaza Inc. by deed dated September 24, 1958 and recorded in Volume 3267, Page 497 of Summit County Deed Records, said point being South 44° 47' 30" East 3545.42 feet measured along said centerline of Ravenna Road from its point of intersection with the centerline of Gillie Road, Thence along said southerly line North 89° 50' 40" West, 2.83 feet to the principal place of beginning of the premises herein intended to be described;

COURSE I Thence South 45° 12' 30" West, 189.43 feet to a point;

COURSE II Thence North 81° 47' 29" West, 157.92 feet to a point;

COURSE III Thence North 78° 47' 30" West, 173.52 feet to a point;

COURSE IV Thence North 00° 09' 20" East, 78.43 feet to a point;

COURSE V Thence South 89° 50' 40" East, 460.74 feet to the principal place of beginning and containing 1.018 acres of land, be the same, more or less, but subject to all legal highways.

PWK:cm

May 5, 1976

William Dondfeldt
R. Gills
J. Federico

FRA
CONSULTING ENGINEERS

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Water Supply & Treatment
Sewerage & Drainage
Wastewater Treatment
Land Development
Highways

LEGAL DESCRIPTION OF PARCEL III OF THE
ROLLING HILLS CONDOMINIUMS

Situated in the City of Twinsburg, County of Summit, and State of Ohio and known as being a part of Original Twinsburg Township Lot Numbers 9 and 10 in Tract Number 1 North and being further bounded and described as follows:

Beginning at the point of intersection of the centerline of Ravenna Road (60 feet wide), a.k.a. the Cleveland Twinsburg Road with the northerly line of land conveyed to Gustav G. Juhnke by deed dated April 15, 1903 and recorded in Volume 293, Page 316 of Summit County Deed Records, said point being South 44° 47' 30" East 3895.42 feet measured along said centerline of Ravenna Road from its point of intersection with the centerline of Gillie Road, said point being the principal place of beginning of the premises herein intended to be described;

COURSE I : Thence North 89° 50' 40" West along said northerly line of Juhnke's lands 480.00 feet to a point;

COURSE II : Thence North 00° 09' 20" East, 76.96 feet to a point;

COURSE III : Thence South 81° 47' 29" East, 114.65 feet to a point;

COURSE IV : Thence North 45° 12' 30" East, 216.36 feet to a point in the said centerline of Ravenna Road;

COURSE V : Thence along said centerline of Ravenna Road South 44° 47' 30" East, 302.00 feet to the principal place of beginning and containing 1.186 acres of land, be the same, more or less, but subject to all legal highways.

PWK:cm

May 5, 1976

William Handfield
Lee R. Gillis
and J. Federico

CONSULTING ENGINEERS

3000 EAST 345TH STREET
WILLOUGHBY, OHIO 44094

(216) 551-9000

Water Supply & Treatment
Sewerage & Drainage
Wastewater Treatment
Land Development
Highways

LEGAL DESCRIPTION OF PARCEL VI OF THE
ROLLING HILLS CONDOMINIUMS

Situated in the City of Twinsburg, County of Summit, and State of Ohio and known as being a part of Original Twinsburg Township Lot Numbers 9 and 10 in Tract Number 1 North and being further bounded and described as follows:

Beginning at the point of intersection of the centerline of Ravenna Road (60 feet wide), a.k.a. the Cleveland Twinsburg Road with the southerly line of land conveyed to Twinsburg Plaza Inc. by deed dated September 24, 1958 and recorded in Volume 3267, Page 497 of Summit County Deed Records, said point being South $44^{\circ} 47' 30''$ East 3545.42 feet measured along said centerline of Ravenna Road from its point of intersection with the centerline of Gillie Road; Thence along said southerly line North $89^{\circ} 50' 40''$ West, 649.57 feet to the principal place of beginning of the premises herein intended to be described;

COURSE I Thence South $00^{\circ} 09' 20''$ West, 110.38 feet to a point;

COURSE II Thence North $89^{\circ} 50' 40''$ West, 117.00 feet to a point;

COURSE III Thence North $00^{\circ} 09' 20''$ East, 110.38 feet to a point;

COURSE IV Thence South $89^{\circ} 50' 40''$ East, 117.00 feet to the principal place of beginning and containing 0.296 acres of land, be the same, more or less, but subject to all legal highways.

PWK:cm

May 28, 1976

William Dondfield
as R. Gills
vs J. Federico

CONSULTING ENGINEERS

5000 EAST 34TH STREET
WILLOUGHBY, OHIO 44094

(216) 851-8000

Water Supply & Treatment
Sewerage & Drainage
Wastewater Treatment
Land Development
Highways

LEGAL DESCRIPTION OF PARCEL V OF THE
ROLLING HILLS CONDOMINIUMS

Situated in the City of Twinsburg, County of Summit, and State of Ohio and known as being a part of Original Twinsburg Township Lot Numbers 9 and 10 in Tract Number 1 North and being further bounded and described as follows:

Beginning at the point of intersection of the centerline of Ravenna Road (60 feet wide), a.k.a. the Cleveland Twinsburg Road with the southerly line of land conveyed to Twinsburg Plaza Inc. by deed dated September 24, 1958 and recorded in Volume 3267, Page 497 of Summit County Deed Records, said point being South 44° 47' 30" East 3545.42 feet measured along said centerline of Ravenna Road from its point of intersection with the centerline of Gillie Road; Thence along said southerly line North 89° 50' 40" West, 463.57 feet to the principal place of beginning of the premises herein intended to be described:

- COURSE I Thence South 00° 09' 20" West, 78.43 feet to a point;
- COURSE II Thence South 76° 45' 45" West, 137.92 feet to a point;
- COURSE III Thence North 89° 50' 40" West, 51.83 feet to a point;
- COURSE IV Thence North 00° 09' 20" East, 110.38 feet to a point;
- COURSE V Thence South 89° 50' 40" East 186.00 feet to the principal place of beginning and containing 0.422 acres of land, be the same, more or less, but subject to all legal highways.

PWK:cm

May 28, 1975

LEGAL DESCRIPTION OF PARCEL VIII OF THE
ROLLING HILLS CONDOMINIUMS

Situated in the City of Twinsburg, County of Summit, and State of Ohio and known as being a part of Original Twinsburg Township Lot Numbers 9 and 10 in Tract Number 1 North and being further bounded and described as follows:

Beginning at the point of intersection of the centerline of Ravenna Road (60 feet wide), a.k.a. the Cleveland Twinsburg Road with the southerly line of land conveyed to Twinsburg Plaza, Inc. by deed dated September 24, 1958 and recorded in Volume 3267, Page 497 of Summit County Deed Records, said point being South 44° 47' 30" East 3545.42 feet measured along said centerline of Ravenna Road from its point of intersection with the centerline of Gillie Road; Thence along said southerly line North 89° 50' 40" West, 883.57 feet to the principal place of beginning of the premises herein intended to be described;

- COURSE I , Thence South 00° 09' 20" West, 101.52 feet to a point;
- COURSE II Thence North 82° 05' 38" West, 21.15 feet to a point;
- COURSE III Thence North 89° 50' 40" West, 98.04 feet to a point;
- COURSE IV Thence North 00° 09' 20" East, 98.67 feet to a point;
- COURSE V Thence South 89° 50' 40" East, 119.00 feet to the principal place of beginning and containing 0.270 acres of land, be the same, more or less, but subject to all legal highways.

PWK:cm

May 26, 1976

FRA
CONSULTING ENGINEERS

William Deadfield
R. Gilie
J. Federico

5000 EAST 345th STREET
WILLOUGHBY, OHIO 44094

(216) 851-8000

Water Supply & Treatment
Sewerage & Drainage
Wastewater Treatment
Land Development
Highways

LEGAL DESCRIPTION OF PARCEL VII OF THE
ROLLING HILLS CONDOMINIUMS

Situated in the City of Twinsburg, County of Summit, and State of Ohio and known as being a part of Original Twinsburg Lot Numbers 9 and 10 in Tract Number 1 North and being further bounded and described as follows:

Beginning at the point of intersection of the centerline of Ravenna Road (60 feet wide), a.k.a. the Cleveland Twinsburg Road with the southerly line of land conveyed to Twinsburg Plaza, Inc. by deed dated September 24, 1958 and recorded in Volume 3267, Page 497 of Summit County Deed Records, said point being South 44° 47' 30" East 3545.42 feet measured along said centerline of Ravenna Road from its point of intersection with the centerline of Gillic Road, Thence along said southerly line North 89° 50' 40" West, 766.57 feet to the principal place of beginning of the premises herein intended to be described;

- COURSE I Thence South 00° 09' 20" West, 110.38 feet to a point;
- COURSE II Thence North 89° 50' 40" West, 51.91 feet to a point;
- COURSE III Thence North 82° 05' 38" West, 65.69 feet to a point;
- COURSE IV Thence North 00° 09' 20" East, 101.52 feet to a point;
- COURSE V Thence South 89° 50' 40" East, 117.00 feet to the principal place of beginning and containing 0.290 acres of land, be the same, more or less, but subject to all legal highways.

PWK:cm

May 28, 1974

William Beadfield
and R. Gills
and J. Federico

CONDOMINIUM PLANS

2000 EAST 216th STREET
WILLOUGHBY, OHIO 44094

(216) 951-0000

Water Supply & Treatment
Sewerage & Drainage
Wastewater Treatment
Land Development
Highways

LEGAL DESCRIPTION OF PARCEL X OF THE
ROLLING HILLS CONDOMINIUMS

Situated in the City of Twinsburg, County of Summit, and State of Ohio and known as being a part of Original Twinsburg Township Lot Numbers 9 and 10 in Tract Number 1 North and being further bounded and described as follows:

Beginning at the point of intersection of the centerline of Ravenna Road (60 feet wide), a.k.a. the Cleveland Twinsburg Road with the northerly line of land conveyed to Gustav G. Juhnke by deed dated April 15, 1903 and recorded in Volume 293, Page 316 of Summit County Deed Records, said point being South 44° 47' 30" East 3895.42 feet measured along said centerline of Ravenna Road from its point of intersection with the centerline of Gillie Road, Thence North 89° 50' 40" West along said northerly line of Juhnke's lands 1207.50 feet to a point, said point being the principal place of beginning of the premises herein intended to be described;

- COURSE I Thence continuing along said northerly line North 89° 50' 40" West, 265.00 feet to a point;
- COURSE II Thence North 00° 09' 20" East, 87.34 feet to a point;
- COURSE III Thence South 89° 50' 40" East, 136.58 feet to a point;
- COURSE IV Thence North 82° 24' 20" East, 86.84 feet to a point;
- COURSE V Thence South 89° 50' 40" East, 42.57 feet to a point;
- COURSE VI Thence South 00° 09' 20" West, 99.05 feet to the principal place of beginning and containing 0.554 acres of land, be the same, more or less, but subject to all legal highways.

PWK:cm

May 28, 1976

William Bradford
R. Hills
J. Federico

FRA
CONSULTING ENGINEERS
5000 EAST 345th STREET
WILLOUGHBY, OHIO 44094
(216) 951-8000

Water Supply & Treatment
Sewerage & Drainage
Wastewater Treatment
Land Development
Highways

LEGAL DESCRIPTION OF PARCEL IX OF THE
ROLLING HILLS CONDOMINIUMS

Situated in the City of Twinsburg, County of Summit, and State of Ohio and known as being a part of Original Twinsburg Township Lot Numbers 9 and 10 in Tract Number 1 North and being further bounded and described as follows:

Beginning at the point of intersection of the centerline of Ravenna Road (60 feet wide), a.k.a. the Cleveland Twinsburg Road with the southerly line of land conveyed to Twinsburg Plaza, Inc. by deed dated September 24, 1958 and recorded in Volume 3267, Page 497 of Summit County Deed Records, said point being South $44^{\circ} 47' 30''$ East 3545.42 feet measured along said centerline of Ravenna Road from its point of intersection with the centerline of Gillie Road, Thence along said southerly line North $89^{\circ} 50' 40''$ West, 1002.37 feet to the principal place of beginning of the premises herein intended to be described;

- COURSE I Thence South $00^{\circ} 09' 20''$ West, 98.67 feet to a point;
- COURSE II Thence North $89^{\circ} 50' 40''$ West, 3.63 feet to a point;
- COURSE III Thence South $82^{\circ} 24' 20''$ West, 86.84 feet to a point;
- COURSE IV Thence North $89^{\circ} 50' 40''$ West, 195.32 feet to a point;
- COURSE V Thence North $00^{\circ} 09' 20''$ East, 110.38 feet to a point;
- COURSE VI Thence South $89^{\circ} 50' 40''$ East, 285.00 feet to the principal place of beginning and containing 0.710 acres of land, be the same, more or less, but subject to all legal highways.

PWK:cm

May 28, 1976

Hans Handfeldt
R. C. Hill
J. Yoderico

CONSTRUCTION
5000 EAST 34TH STREET
WILLOUGHBY, OHIO 44094
(216) 951-8000

Water Supply & Treatment
Sewerage & Drainage
Wastewater Treatment
Land Development
Highways

LEGAL DESCRIPTION OF PARCEL XII OF THE
ROLLING HILLS CONDOMINIUMS

Situated in the City of Twinsburg, County of Summit, and State of Ohio and known as being a part of Original Twinsburg Township Lot Numbers 9 and 10 in Tract Number 1 North and being further bounded and described as follows:

Beginning at the point of intersection of the centerline of Ravenna Road (60 feet wide), a.k.a. the Cleveland Twinsburg Road with the northerly line of land conveyed to Gustav G. Juhnke by deed dated April 15, 1903 and recorded in Volume 293, Page 316 of Summit County Deed Records, said point being South 44° 47' 30" East 3895.42 feet measured along said centerline of Ravenna Road from its point of intersection with the centerline of Gillie Road, Thence North 89° 50' 40" West along said northerly line of Juhnke's lands 990.50 feet to a point, said point being the principal place of beginning of the premises herein intended to be described;

- COURSE I Thence continuing along said northerly line North 89° 50' 40" West, 111.00 feet to a point;
- COURSE II Thence North 00° 09' 20" East, 91.74 feet to a point;
- COURSE III Thence South 82° 05' 38" East, 32.67 feet to a point;
- COURSE IV Thence South 89° 50' 40" East, 78.63 feet to a point;
- COURSE V Thence South 00° 09' 20" West, 87.34 feet to the principal place of beginning and containing 0.224 acres of land, be the same, more or less, but subject to all legal highways.

PWK:cm

May 6, 1976

Tom Handfeldt
A. Gills
A. Federico

COLUMBIA
6000 EAST 145th STREET
WILLOUGHBY, OHIO 44094
(216) 931-8000

Water Supply & Treatment
In Storage & Drainage
Wastewater Treatment
Land Development
Highways

LEGAL DESCRIPTION OF PARCEL XI OF THE
ROLLING HILLS CONDOMINIUMS

Situated in the City of Twinsburg, County of Summit, and State of Ohio and known as being a part of Original Twinsburg Township Lot Numbers 9 and 10 in Tract Number 1 North and being further bounded and described as follows;

Beginning at the point of intersection of the centerline of Ravenna Road (60 feet wide), a.k.a. the Cleveland Twinsburg Road with the northerly line of land conveyed to Gustav G. Juhnke by deed dated April 15, 1903 and recorded in Volume 295, Page 516 of Summit County Deed Records, said point being South 44° 47' 50" East 3895.42 feet measured along said centerline of Ravenna Road from its point of intersection with the centerline of Gillie Road, Thence North 89° 50' 40" West along said northerly line of Juhnke's lands 1101.50 feet to a point, said point being the principal place of beginning of the premises herein intended to be described;

- COURSE I • Thence continuing along said northerly line North 89° 50' 40" West, 106.00 feet to a point;
- COURSE II Thence North 00° 09' 20" East, 99.05 feet to a point;
- COURSE III Thence South 89° 50' 40" East, 52.33 feet to a point;
- COURSE IV Thence South 82° 05' 38" East, 54.17 feet to a point;
- COURSE V Thence South 00° 09' 20" West, 91.74 feet to the principal place of beginning and containing 0.237 acres of land, be the same, more or less, but subject to all legal highways.

PWK:cm

May 6, 1976

BYLAWS OF
ROLLING HILLS CONDOMINIUM, INC.

ARTICLE I

THE ASSOCIATION

Section 1.01. Name.

The Association shall be an Ohio nonprofit corporation having the name "ROLLING HILLS CONDOMINIUM, INC."

Section 1.02. Membership.

Each person automatically becomes, upon acquisition of an Ownership Interest in a Unit, a member of the Association. Such membership automatically terminates upon the sale, transfer, conveyance, gift, devise or other disposition by the Unit Owner of his Ownership Interest.

Section 1.03. Voting Rights of Members

Each member owning the entire Ownership Interest in a Unit shall be entitled to exercise that percentage of the total voting power of the Association which is equal to the percentage of interest of such member's Unit in the Common Areas and Facilities. If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided Ownership Interests, each shall be entitled to exercise such proportion of the voting power for such Unit that is equal to that person's proportionate interest in the Ownership Interest in such Unit. If any Ownership Interest is vested in two or more persons as joint tenants or tenants by the entireties, each joint tenant or tenant by the entireties shall have an equal share of the voting power attributable to the Unit so owned.

Section 1.04. Members' Proxies

Members may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association. Each proxy shall be signed in writing by the member or by his duly authorized attorney-in-fact and filed with the Secretary of the Association (or if there is no Secretary, then with the person conducting the meeting for which the proxy is given) at or before the meeting. Every appointment of a proxy shall be revocable unless

DECLARATION OF CONDOMINIUM
FOR
ROLLING HILLS CONDOMINIUM

ATTACHMENT 2

<u>Unit Designation</u>	<u>Approx. Area (Sq. Ft.)</u>	<u>No. Rooms</u>	<u>Percentage of Interest in Common Areas</u>
1800-A	1563	9	26.05
1800-B	1563	8	24.65
1800-C	1563	8	24.65
1800-D	1563	8	24.65

Wm. Bondfield,
R. C. Cline
J. Federico

CONTRACT
8000 EAST 340th STREET
WILLOUGHBY, OHIO 44094

(216) 951-9000

Water Supply & Treatment
Sewerage & Drainage
Wastewater Treatment
Land Development
Highways

LEGAL DESCRIPTION OF PARCEL XIII OF THE
ROLLING HILLS CONDOMINIUMS

Situated in the City of Twinsburg, County of Summit, and State of Ohio and known as being a part of Original Twinsburg Township Lot Numbers 9 and 10 in Tract Number 1 North and being further bounded and described as follows:

Beginning at the point of intersection of the centerline of Ravenna Road (60 feet wide), a.k.a. the Cleveland Twinsburg Road with the northerly line of land conveyed to Gustav G. Julinke by deed dated April 15, 1903 and recorded in Volume 293, Page 316 of Summit County Deed Records, said point being South 44° 47' 30" East 3895.42 feet measured along said centerline of Ravenna Road from its point of intersection with the centerline of Gillic Road, Thence North 89° 50' 40" West along said northerly line of Julinke's lands 834.00 feet to a point, said point being the principal place of beginning of the premises herein intended to be described;

- COURSE I Thence continuing along said northerly line North 89° 50' 40" West, 156.50 feet to a point;
- COURSE II Thence North 00° 09' 20" East, 87.34 feet to a point;
- COURSE III Thence South 89° 50' 40" East, 151.37 feet to a point;
- COURSE IV Thence North 76° 45' 45" East, 5.27 feet to a point;
- COURSE V Thence South 00° 09' 20" West, 88.56 feet to the principal place of beginning and containing .314 acres of land, be the same, more or less, but subject to all legal highways.

PWK:cm

May 6, 1976

LEGAL DESCRIPTION OF COMMON LAND OF ROLLING HILLS CONDOMINIUMS

Situated in the City of Twinsburg, County of Summit, and State of Ohio and known as being a part of Original Twinsburg Township Lot Numbers 9 and 10 in Tract Number 1 North and being further bounded and described as follows:

Beginning at the point of intersection of the centerline of Ravenna Road (60 foot wide), a.k.a. the Cleveland Twinsburg Road with the southerly line of land conveyed to Twinsburg Plaza Inc. by deed dated September 24, 1958 and recorded in Volume 3267, Page 497 of Summit County Deed Records, said point being South 44° 47' 30" East 3545.42 feet measured along said centerline of Ravenna Road from its point of intersection with the centerline of Gillie Road, and being the principal place of beginning of the premises herein intended to be described;

- COURSE I Thence continuing along said centerline South 44° 47' 30" East, 48.00 feet to a point;
- COURSE II Thence South 45° 12' 30" West, 216.36 feet to a point;
- COURSE III Thence North 81° 47' 29" West, 184.16 feet to a point;
- COURSE IV Thence North 78° 47' 30" West, 164.00 feet to a point;
- COURSE V Thence South 76° 45' 45" West, 132.96 feet to a point;
- COURSE VI Thence North 89° 50' 40" West, 230.00 feet to a point;
- COURSE VII Thence North 82° 05' 38" West, 86.84 feet to a point;
- COURSE VIII Thence North 89° 50' 40" West, 94.90 feet to a point;
- COURSE IX Thence South 82° 24' 20" West, 86.84 feet to a point;
- COURSE X Thence North 89° 50' 40" West, 136.38 feet to a point;
- COURSE XI Thence South 00° 09' 20" West, 87.34 feet to a point;

such appointment is coupled with an interest. Without affecting any vote previously taken, any person who has appointed a proxy may revoke his appointment, if revocable, by a later appointment received by the Association or by giving notice of revocation to the Association in writing or in open meeting. The presence at a meeting of the person appointing a proxy does not revoke the appointment.

Section 1.05. Meetings of Members

(a) Annual Meeting. The annual meeting of members of the Association for the election of members of the Board, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at such place upon the Condominium Property or off the Condominium Property but within five miles of the Condominium Property as may be designated by either the Board or the President and specified in the notice of such meeting, at 8:00 o'clock P.M., or at such other time as may be designated by the Board or the President and specified in the notice of the meeting. The first annual meeting of members of the Association shall be held as soon as reasonably feasible after at least a majority of Units have been conveyed of record by Declarant or after two years after the date the Declaration of Condominium Ownership for Rolling Hills Condominium is filed for record with the Summit County Recorder, whichever shall first occur. Thereafter the annual meeting of members of the Association shall be held on the first Wednesday of May of each succeeding year, if not a legal holiday, and, if a legal holiday, then the next succeeding business day.

(b) Special Meeting. Special meetings of the members shall be called upon the written request of the President of the Association or, in case of the President's absence, death or disability, the Vice-President of the Association, a majority of the members of the Board acting either with or without a meeting, or Unit Owners entitled to exercise at least twenty-five per cent (25%) of the voting power. Upon request in writing for a special meeting delivered either in person or by certified mail to the President or the Secretary of the Association by any persons entitled to call a meeting of members, such officer shall forthwith cause to be given

to the members entitled thereto notice of a meeting to be held on a date not less than seven (7) or more than sixty (60) days after the receipt of such request as such officer may fix. If such notice is not given within thirty (30) days after delivery or mailing of such request, the persons calling the meeting may fix the date and place of the meeting and give notice thereof. Each special meeting shall be called to convene at 8:00 o'clock P.M. and shall be held upon the Condominium Property or within five miles of the Condominium Property as shall be specified in the notice of meeting. No business other than that specified in the notice shall be considered at any special meeting. No special meeting may be held prior to the first annual meeting of members.

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

(d) Quorum; Adjournment. At any meeting of the members of the Association, the members of the Association entitled to exercise a majority of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting; provided, however, that

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

Section 1.06. Actions Without a Meeting

All actions, except removal of a Board member, which may be taken at a meeting of the Association may be taken without a meeting with the approval of and in a writing or writings signed by members of the Association having the percentage of voting power required to take such action if the same were taken at a meeting; provided that not less than a majority of the voting membership, both in number and in percentage of voting power, sign the writing. Such writings shall be filed with the Secretary of the Association.

ARTICLE II

BOARD OF TRUSTEES

Section 2.01. Powers and Duties.

Except as otherwise provided by law, the Declaration, the Articles of Incorporation or these Bylaws, all of the power and authority of the Association shall be exercised by the Board, and all property, assets and business of the Association shall be subject to its direction and control.

Section 2.02. Number and Qualification

Until the first annual meeting of members of the Association, the Board shall consist of the three persons named in the Articles of Incorporation. The terms of all persons named in the Articles as Trustees shall

terminate immediately prior to the qualification of the persons elected as Trustees by the members at their first annual meeting. After the first annual meeting of members, all Trustees must be members of the Association. After the first annual meeting of members, the Board shall consist of three members, provided that the members may at any time fix the number of Trustees at not less than three and not more than eleven, provided that no reduction in the number of Trustees shall of itself have the effect of shortening the term of any then incumbent Trustee.

Section 2.03. Election of Board; Vacancies

Board members shall be elected at the annual meeting of members of the Association or at a special meeting held in lieu thereof. At a meeting of members of the Association at which Board members are to be elected, only persons nominated as candidates shall be eligible for election as Board members and the candidates receiving the greatest number of votes shall be elected. With the exception of vacancies caused by removal and filled by the members as provided in Section 2.10, the remaining Board members, though less than a majority of the whole authorized number of Board members, may, by vote of a majority of their number, fill any vacancy for the unexpired term.

Section 2.04. Term of Office; Resignations

Each Board member shall hold office until the next annual meeting of the members of the Association held for the election of his position and until his successor is elected, or until his earlier resignation, removal from office or death. Any Board member may resign at any time by oral statement to that effect made at a meeting of the Board or in writing to that effect delivered to the Secretary of the Association. Resignations may be effective immediately or at such other time as the Board member may specify. Members of the Board shall serve without compensation.

Section 2.05. Organization Meeting

Immediately after each annual meeting of members of the Association, the newly elected Board members shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

Section 2.06. Regular Meetings

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

Section 2.07. Special Meetings.

Special meetings of the Board may be called at any time by the President or any two members of the Board. The person or persons calling a special meeting shall give written notice of the time and place of such meeting and the purposes for which such meeting is being called to each Board member not less than seven (7) nor more than thirty (30) days prior to the date of the meeting. All notices not personally delivered to the Board member or his Unit shall be addressed to the Board member at his Unit. The attendance of any Board member at any special meeting without protesting, either prior to such meeting or promptly after the commencement thereof, any impropriety in giving notice shall be deemed to be a waiver of notice for such meeting. Any written waiver of notice by any Trustee shall be entered upon the records of the meeting.

Section 2.08. Quorum.

At any meeting of the Board, a quorum shall consist of a majority of Trustees then in office. At each meeting of the Board at which a quorum is present, all questions and business shall be decided by a majority vote of those present, except as is otherwise provided in the Declaration, the Articles, these ByLaws or Ohio law.

Section 2.09. Actions Without a Meeting.

All actions which may be taken at a meeting of the Trustees may be taken without a meeting with the approval of and in a writing or writings signed by all the Trustees then in office. All such writings shall be filed with the Secretary of the Association.

2.10. Removal.

At any duly called regular or special meeting of the members of the Association, any one or more of the Board members may be removed with or without cause by vote of the members entitled to exercise at least seventy-five per cent (75%) of the voting power of the Association. Any Board member whose removal has been proposed shall be given an opportunity to be heard at such meeting prior to any vote on his removal, but shall not be entitled to vote on the question. If a Trustee is removed by the members pursuant to this Section, the member may at the same meeting elect a successor to fill the vacancy thus created. If the members do not elect a successor at that meeting, the vacancy shall be filled as provided in Section 2.03.

ARTICLE III

OFFICERS

Section 3.01. Election and Designation of Officers.

At the organization meeting the Board shall elect a President, a Vice President, a Secretary and a Treasurer, each of whom shall be a member of the Board. The Board may also elect in its discretion such other officers as it may deem fit and such other officers need not be members of the Board but must be members of the Association. Any two offices, other than those of President and Vice President, may be held by one individual.

Section 3.02. Term of Office; Vacancies; Removal.

The officers of the Association shall hold office until the next organizational meeting of the Board, and until their successors are elected and qualify, except in case of prior resignation, removal from office or death. The Board may remove any officer at any time with or without cause by a majority vote of the Board members then in office. Any vacancy in any office may be filled by a majority vote of the Board.

Section 3.03. President.

The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Board. Subject to directions of the Board, the President shall have general executive supervision over the

business and affairs of the Association. He may execute all authorized deeds, mortgages, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board or otherwise be provided for in the Declaration or in these ByLaws.

Section 3.04. Vice President.

The Vice President shall perform the duties of the President whenever the President is absent, disabled or otherwise unable to act, and shall have such other authority and perform such other duties as may be determined by the Board or delegated by the President.

Section 3.05. Secretary.

The Secretary shall keep the minutes of meetings of the Board of Trustees. He shall keep such books as may be required by the Board, shall give notices of meetings of the Board as required by law, the Declaration or by these ByLaws, and shall have such authority and shall perform such other duties as may be determined by the Board or otherwise be provided for in the Declaration or in these ByLaws.

Section 3.06. Treasurer.

The Treasurer shall receive and have in charge all money, bills, notes and similar property belonging to the Association, and shall do with the same as may be directed by the Board. He shall keep accurate financial accounts and hold the same open for inspection and examination of the Board and shall have such authority and shall perform such other duties as may be determined by the Board. At the expiration of his term, he shall deliver to his successor or the Board, all money, books, accounts, papers and other property of the Association then in his possession.

Section 3.07. Delegation of Authority and Duties.

The Board is authorized to delegate the authority and duties of any officer to any other officer, to a managing agent, or to a management company, or to any one or more of them, and generally to control the action of the officers and managing agent or management company and to require the performance

of duties in addition to those mentioned herein. The execution of a management agreement with a managing agent or management company which authorizes or requires the managing agent or management company to perform certain duties shall be deemed to be a delegation and authorization to such managing agent or management company of such duties and of all power and authority necessary to carry out such duties.

Section 3.08. Compensation.

Neither officers nor Trustees shall be compensated for normal and reasonable performance of their respective duties.

Section 3.09. Fidelity Bonds.

The Board may require that any officer or employee of the Association handling or responsible for Association funds shall furnish adequate Fidelity Bonds. The premiums on such bonds shall be paid by the Association and shall be a Common Expense.

ARTICLE IV

GENERAL POWERS OF THE ASSOCIATION

Section 4.01. Common Expenses.

The Association, for the benefit of all the Unit Owners, shall pay when due all Common Expenses incurred in connection with the Condominium Property, which Common Expenses shall include, without limitation, the following:

A. Utility Service for Common Areas and Facilities. The cost of water, waste removal, electricity, telephone, heat, power or any other utility service for the Common Areas and Facilities excluding those Limited Common Areas and Facilities located within or physically adjoining the Units (such as patios, balconies, garages and the heating, cooling and ventilating equipment servicing a Unit), but not excluding any grass, lawns, trees, shrubs, landscaping, walks or driveways. Notwithstanding the foregoing, the Board may, in addition, elect to include and pay from time to time as Common Expenses charges for any or all utilities and services (including water, sanitary sewer, waste removal, garbage collection

and disposal, electricity, gas, and other power or energy) furnished to or consumed by the Occupants of the Units. Upon determination by the Board that any Unit Owner is using excessive amounts of any utility services which are Common Expenses, the Association may levy special assessments against such Unit Owner to reimburse the Association for the expense incurred as a result of such excessive use.

B. Management. The fee of the management company or agent.

C. Insurance. Premiums upon the policies of insurance obtained and maintained by the Association in accordance with Article II of the Declaration and on any policy to insure Board members and officers against those matters for which they are indemnified by the Association under Section 6.01 of these ByLaws.

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

E. Wages and Fees for Services. The wages and/or fees for services of any person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a manager or managing agent for the Condominium Property, the services of any person or persons required for the maintenance or operation of the Condominium Property and legal, engineering, architectural, accounting, and/or other services necessary or proper for the operation of the Condominium Property or the enforcement of the Declaration and these ByLaws and for the organization, operation and enforcement of the rights of the Association.

F. Care of Common Areas and Facilities. The cost of landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintaining, decorating, repairing and replacing of the Common Areas and Facilities (including the Limited Common Areas and Facilities) and such furnishings and equipment for the Common Areas and Facilities as the Board shall determine are necessary and proper.

G. Additional Expenses. The cost of any materials, supplies, furniture, labor, services, maintenance, repairs, replacements, structural alterations and insurance, which the Association is required to secure or pay

for pursuant to the terms of the Declaration, or these ByLaws, or by law, or which the Board deems necessary or proper for the maintenance and operation of the Condominium Property as a first-class residential condominium project or for the enforcement of the Declaration, these ByLaws or the Rules.

II. Discharge of Mechanics' Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance which may in the opinion of the Association constitute a lien against the Condominium Property or any part thereof and which arose by virtue of an authorization or direction by the Board. Where one or more Unit Owners are responsible for the existence of such lien or for the work or labor authorized or directed by the Board, the Association may pay or otherwise discharge the lien, but the responsible Unit Owner or Owners shall be jointly and severally liable for the costs and expenses of discharging it, and any costs and expenses incurred by the Association by reason of said lien or liens shall be specially assessed to said Unit Owners.

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

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

Section 4.02. Association's Right to Enter Units.

The Association or its agents may enter any Unit or portion of the Limited Common Areas and Facilities when necessary in connection with any maintenance, repair or construction for which the Association is responsible or has a right to maintain, repair or reconstruct. Such entry shall be made after reasonable notice and with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Association. The Association reserves the right to retain a pass key to each Unit. Unit Owners may install safety or night latches or other security devices to the doors and/or windows of their Units for their security; but in the event of any emergency originating in or threatening any Unit or at any other time when required alterations or repairs are scheduled, the managing agent or his representative, any person designated by the Board, or any police, safety, fire-fighting, health or similar officials may enter the Unit immediately, whether the Unit Owner is present or not, and may use such force as may be necessary to do so. Any damage caused to the Unit or Common Areas and Facilities as a result of such entry shall be repaired and paid for by the Unit Owner who installed or used such latch, lock or device. The Association shall not be required to repair any damage caused by any such entry.

Section 4.03. Capital Additions and Improvements.

Whenever in the judgment of the Board the Common Areas and Facilities shall require additions, alterations or improvements (as opposed to maintenance, repair and replacement) costing in excess of \$5,000.00 and the making of such additions, alterations or improvements has been approved by Unit Owners entitled to exercise not less than seventy-five per cent (75%) of the voting power, the Board shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing \$5,000.00 or less may be made by the Board without the prior approval of the Unit Owners, and the cost thereof shall constitute a Common Expense.

Section 4.04. Rules and Regulations.

The Board may adopt and enforce such reasonable Rules (and from time to time amend the same) as it may deem advisable for the maintenance, conservation, beautification and use of the Condominium Property, and for the health, comfort, safety and general welfare of the Unit Owners and Occupants. Written notice of such Rules shall be given to all Unit Owners and Occupants and the Condominium Property shall at all times be maintained subject to such Rules. In the event such Rules conflict with any provisions of the Declaration or these ByLaws, the provisions of the Declaration and these ByLaws shall govern and control.

Section 4.05. Special Services.

The Association may arrange for special services and facilities for the benefit of such Unit Owners and Occupants as may desire to pay for the same, including, without limitation, the cleaning, repair and maintenance of Units, special recreational, educational or medical facilities, washing, drying and other laundry services and facilities, car washing, and concessions of a similar or dissimilar kind. The cost of any such special services or facilities shall be determined by the Association and may be charged directly to participating or using Unit Owners as a special assessment or paid by the Association as a Common Expense, in which case a special assessment shall be levied against such participating Unit Owners to reimburse the Association therefor. The services and facilities may be furnished on a concession or other basis pursuant to which a contractor or licensee pays a fee to the Association for the right to maintain certain facilities upon the Common Areas and Facilities and charges the users thereof a fee for their use, such as a washer-dryer contract for the laundry rooms. The foregoing description is not to be considered exclusive of any other arrangements the Association might desire to make for special services and facilities authorized by the first sentence of this Section.

Section 4.06. No Active Business to be Conducted for Profit.

Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Unit Owners or any of them; but this shall not preclude the Association from entering

into contracts, licenses, concession agreements and the like affecting parts or uses of the Common Areas and Facilities which result in the production of income for the Association or from making arrangements of the types described in Section 4.05.

Section 4.07. Delegation of Duties.

Nothing herein contained shall be construed so as to preclude the Association, through its Board and officers, from delegating in accordance with the Declaration, to persons, firms or corporations, including any manager or managing agent, such duties and responsibilities of the Association as the Board shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

Section 4.08. Applicable Laws; Priority of Documents.

The Association shall be subject to and governed by the provisions of Chapter 5311; provided, however, that any inconsistency between the permissive provisions of Chapter 5311 and any provision of the Declaration or these By-Laws shall be resolved in favor of the Declaration or these ByLaws; and any direct inconsistency between any obligatory provision of Chapter 5311 and any provision of the Declaration on these ByLaws shall be resolved in favor of Chapter 5311. In the event of any inconsistency between the Declaration and these ByLaws, the provisions of the Declaration shall prevail.

ARTICLE V

FINANCES OF ASSOCIATION

Section 5.01. Preparation of Estimated Budget.

On or before December 15 of each year, the Board shall estimate any Common Expense deficit for the year then ending, the total amount necessary to pay all the Common Expenses for the next calendar year together with an amount considered by the Association to be reasonably necessary for a reserve for contingencies and replacements, and the amounts, if any, which may be received from special assessments (or by virtue of "other charges," as described in Article 1(a) of the Declaration), concessions, contracts for

special services and facilities, and other sources (including Common Profits which may accrue to the Association for the year then ending). On or before December 21, the Association shall notify each Unit Owner in writing as to the amounts of such estimates, and shall send a copy of such notice to each holder of a first mortgage upon a Unit who has made a request in writing for such notification. The net of the aggregate amounts of such estimates (herein called the "Estimated Unit Owners Cash Requirements") shall be assessed against the Units according to the Unit's appurtenant percentage of ownership in the Common Areas and Facilities. On or before January 1st of the following year, and on or before the first of each consecutive month thereafter in said year, each Unit Owner shall pay to the Association or as it may direct, one-twelfth (1/12th) of the assessment made pursuant to this Section. On or before April 30 of each year, the Association shall furnish to all Unit Owners an income and operating statement for the preceding calendar year, and a balance sheet for the Association as of December 31 of said year. If the income and operating statement reveals that the Common Expenses for the year exceeded Common Profits by an amount greater than the deficit estimated by the Board, the Board may make an additional assessment for an amount not to exceed the amount of such deficit and such assessment shall be borne by each Unit Owner in accordance with his percentage of ownership in the Common Areas and Facilities.

Section 5.02. Reserve for Contingencies and Replacements.

The Association shall establish and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year shall be charged first against such reserve. If the "Estimated Unit Owners Cash Requirements" is inadequate for any reason, including nonpayment of any Unit Owner's assessment, the deficiency and any extraordinary expenditures in excess of the reserves therefore shall be assessed against the Unit Owners according to each Unit Owner's percentage of ownership in the Common Areas and Facilities. The Association shall serve notice of such further assessment on all Unit Owners

by a statement in writing giving the amount and reasons therefor, and such further assessment shall be payable with the next regular monthly payment becoming due to the Association but not less than ten (10) days after the delivery or mailing of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount.

Section 5.03. Budget for First Partial Year.

Declarant shall determine the "Estimated Unit Owners Cash Requirements," as hereinabove defined, for the period commencing with the date the Declaration is filed for record with the Portage County Recorder and ending on the next succeeding December 31st. Assessments shall be levied against and paid by the Unit Owners during said period as provided in Section 5.01, except that the fractional amount of the assessments shall be (instead of one-twelfth) one divided by the number of full months remaining in the partial year and the first payment shall be on the first day of the first calendar month following the date the Declaration is filed for record with the Portage County Recorder. If Declarant is the transferor of a Unit, the transferee shall not be obligated to pay any assessment installment due prior to the date on which the transferee obtains title.

Section 5.04. Failure to Prepare Annual Budget.

The failure or delay of the Association to prepare or deliver to the Unit Owners any annual or adjusted estimate shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the Common Expenses and necessary reserves, as herein provided, whenever the same shall be determined and assessed, and, in the absence of any annual estimate or adjusted estimate, each Unit Owner shall continue to pay his monthly assessments at the then existing monthly rate until the Association mails or delivers notice of the new monthly maintenance payment due as a result of the determination of the new annual or adjusted estimate.

Section 5.05. Books and Records of Association.

The Association shall keep full and correct books of account and the same shall be open for inspection by any Unit Owner or his duly authorized

representative at such reasonable time or times during normal business hours as may be requested by such Unit Owner. Upon ten (10) days notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

Section 5.06. Status of Funds Collected by Association.

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

Section 5.07. Annual Audit.

The books of the Association shall be audited once a year by the Board and such audit shall be completed prior to each annual meeting. If requested by fifty per cent (50%) of the Board, such audit shall be performed by a Certified Public Accountant. In addition and at any time requested by Unit Owners, or by holders of first mortgages on Units (or by any combination of Unit Owners and holders of first mortgages on Units), possessing in the aggregate fifty per cent (50%) or more of the voting power of the Association, the Board shall cause an additional audit to be made.

Section 5.08. Security Deposits from Certain Unit Owners.

(a) If in the judgment of the Board the equity of the persons owning the Ownership Interest in any Unit at any time is not sufficient to assure payment (whether by foreclosure of the lien in favor of the Association, or otherwise) of all assessments, charges or other sums which may be levied by the Association, then, whether or not such Unit Owner shall be delinquent in the payment of any assessments, the Association may require such Unit Owner to pay to the Association a security deposit in an amount which the Board deems necessary for such purposes,

provided, however, that such security deposit shall in no event exceed an amount which, when added to such Unit Owner's equity interest in his Unit, exceeds twenty-five percent (25%) of the fair market value or of the purchase price, whichever is greater, of the Unit in question. In the event that any Unit Owner shall fail to pay any assessments, charges or other sums which may be due hereunder or shall otherwise violate any covenants, terms and conditions of the Declaration or these ByLaws, the Association shall have the right, but not the obligation, to apply such security deposit in reduction of the damages allegedly resulting from such failure or violation, which right shall be in addition to all other remedies provided for in the Declaration or these ByLaws. Upon any sale by such Unit Owner of his Unit, or at such time as such Unit Owner's equity in his Unit is sufficiently great to dispense with the necessity of such security deposit, any unapplied balance of said security deposit remaining to the credit of said Unit Owner shall be refunded, provided that such Unit Owner shall not then be in default under any of his obligations under the Declaration or these ByLaws. The Association shall have the right to maintain all security deposits held by it as aforesaid in a single bank account and shall not be required to credit interest thereon to any Unit Owner. Interest received, if any, shall be paid to and retained by the Association. Said security deposit shall at all times be subject and subordinate to the lien in favor of the Association as described in the Declaration and all rights thereto shall inure to the benefit of the lienor.

(b) Anything in the foregoing paragraph (a) to the contrary notwithstanding, if a Unit Owner becomes in arrears in the payment of his assessments in an amount equal to one-third of his share of the current Estimated Unit Owners Cash Requirements, or if a Unit Owner is more than ten days late in paying his assessments on six different occasions in any twelve consecutive months, then regardless of such Unit Owner's equity in his Ownership Interest, the Association may require such Unit Owner to pay to the Association and the Unit Owner shall pay to the Association a security deposit in an amount equal to such Unit Owner's annual

share of the current Estimated Unit Owners Cash Requirements plus the Board's estimate of all special assessments which may be levied against such Unit Owner during the next ensuing twelve-month period. Such security deposit shall be held, used and applied in the same manner as the security deposit provided for in the foregoing paragraph (a), except that the security deposit shall be held until there elapses a period of not less than twenty-four months during which there shall have been no default or delay of any kind whatsoever by such Unit Owner in making payment of the assessments against him or in any other respect (that is, the Unit Owner and/or the Occupant of his Unit shall not have violated any provisions of the Declaration, ByLaws or Rules of this Condominium, including provisions not related to the payment of money). Upon the sale by such Unit Owner of his Unit, any unapplied balance of the security deposit remaining to the credit of said Unit Owner shall be refunded, even though a twenty-four-month default-free period had not then occurred.

(c) The Association shall have all of the rights to collect any security deposit provided for in the foregoing paragraphs (a) and (b) from such Unit Owner that it has to collect an assessment against the Unit Owner, the amount of such security deposit being deemed to be an assessment until it is actually received by the Association.

Section 5.09. Remedies for Failure to Pay Assessments.

If a Unit Owner is in default in the payment of any of the aforesaid charges or assessments for ten (10) days, the Association, upon authorization of the Board, may bring suit to enforce collection thereof or to foreclose the lien therefor as provided in the Declaration; and there shall be added to the amount due the costs of said suit, together with interest thereon at the rate of eight percent (8%) per annum, or the highest rate permitted by law without being usurious, whichever is lower, and reasonable attorneys' fees. The amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Ownership Interest of the Unit Owner involved and may be foreclosed by an action

brought by the Association as in the case of foreclosure of liens against real estate. As provided in the Declaration, the Board, acting on behalf of consenting Unit Owners, may bid in the interest so foreclosed at the foreclosure sale, and may acquire and hold, lease, mortgage and convey the same.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01. Indemnification of Board Members and Officers.

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

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

Section 6.02. Definitions.

The definitions contained in Article 1 of the Declaration shall be applicable to the words and terms used in these ByLaws unless otherwise expressly provided herein or unless the context otherwise requires.

Section 6.03. Amendments to ByLaws and Declaration.

These ByLaws and the Declaration, to the extent permitted by Section 15.02 thereof, may be amended in writing or at an annual or special meeting by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power of the corporation.

IN WITNESS WHEREOF, D. A. CIRINCIONE, INC., Declarant, has caused these ByLaws to be executed this 28th day of July, 1976.

In the presence of:

D. A. CIRINCIONE, INC.

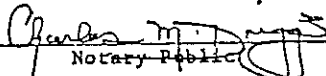
Barbara M. [Signature]
Janet Miller

By D. A. Cirincione, Pres.

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County and State,
personally appeared on this 28th day of July, 1976, D. A.
CIRINCIONE, INC., by D. A. Cirincione, its President,
who acknowledged to me that he did sign the foregoing instrument and that
the same was his free act and deed individually and as such officer.

(SEAL)



Notary Public

My Commission Expires _____
CHARLES M. DRIGGS, Notary Public
Non-Expiring Commission

This instrument prepared
by Marc W. Freimuth

" Plat see P.B. 101, Pgs 47-69. incl.

FIRST AMENDMENT

TO

814865

DECLARATION OF CONDOMINIUM

FOR

ROLLING HILLS CONDOMINIUM, TWINSBURG, OHIO

WHEREAS, on 7/14/76, 1976, D. A. Cirincione, Inc., an Ohio corporation, (the "Declarant"), submitted certain premises in the City of Twinsburg, Summit County, Ohio to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Summit County Recorder an instrument entitled "Declaration of Condominium for Rolling Hills Condominium," (the "Declaration") which was assigned Document No. 814865 by the Summit County Recorder;

WHEREAS, certified drawings of the Condominium Property were attached to the Declaration as Exhibit A and the "Bylaws of Rolling Hills Condominium, Inc." (the "Bylaws") were attached to the Declaration as Exhibit B;

WHEREAS, the present owners and mortgagees of each Unit for which provision was made in such Declaration are:

<u>Unit No.</u>	<u>Unit Owner</u>	<u>MORTGAGEE</u>
1800-A	D. A. Cirincione, Inc.	Manufacturer's Hanover Trust Company
1800-B	D. A. Cirincione, Inc.	Manufacturer's Hanover Trust Company
1800-C	D. A. Cirincione, Inc.	Manufacturer's Hanover Trust Company
1800-D	D. A. Cirincione, Inc.	Manufacturer's Hanover Trust Company

The above-named Unit Owners (other than Declarant) are hereinafter referred to in the aggregate as the "Unit Owners" and the above-named mortgagees are hereinafter referred to in the aggregate as the "Mortgagees"; and

WHEREAS, pursuant to the provisions of Section 15.04 of the Declaration, each of the Unit Owners and the Mortgagees appointed Declarant its attorney in fact for the purpose of executing, acknowledging and recording (1) for and in the name of each such Unit Owner, such amendments to the

OK of State Auditor Summit County 8/14/76

APPROVED AS TO FORM

[Signature]
Assistant Prosecuting Attorney Summit County, Ohio

Declaration as are contemplated by Section 15 thereof, and (ii) for and in the name of each such Mortgagee, a consent to such amendment or amendments; and

WHEREAS, Section 15.04 of the Declaration reserved to Declarant the right to amend the Declaration and the Drawings for the purpose of submitting Parcel Nos. 2 through 15 to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code so that they will become Condominium Property; and

WHEREAS, Declarant has determined to submit by this First Amendment Parcel No. 2, as described and defined in the Declaration, together with all structures and other improvements constructed thereon, all easements, rights and appurtenances thereto, and all articles of personal property situated thereon from time to time for the common use, enjoyment, comfort, welfare and safety of Unit Owners or for such maintenance or repair as the Association is required or permitted to undertake, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code so that they will become Condominium Property; and

WHEREAS, the Mortgagees are willing to consent to this First Amendment to the Declaration;

NOW, THEREFORE, Declarant hereby makes the following declaration (unless otherwise expressly provided herein, terms used herein shall have the same meaning as defined in the Declaration):

1. Declarant is the owner of Parcel No. 2 which, together with all structures and other improvements thereon, all easements, rights, appurtenances thereto, and all articles of personal property situated thereon from time to time for the common use, enjoyment, comfort, welfare and safety of the Unit Owners, or for such maintenance or repair as the Association is required or permitted to undertake, is hereby submitted to the provisions of Chapter 5311 and the provisions of the Declaration and is hereby included in, and made a part of, the Condominium Property.

2. The Declaration is hereby amended in accordance with the provisions of Section 15.03 thereof, in the following respects:

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(a) Sections 4.01 and 4.02 of the Declaration are hereby deleted and the following is substituted in lieu thereof:

Article 1(c) "BUILDINGS" means all of the buildings that are part of the Condominium Property as are generally described in Section 4.02 hereof. A "BUILDING" is any one of such buildings.

Article 1(j) "CONDOMINIUM PROPERTY" means the real property described as Parcel No. 1 on Attachment 1, together with the Buildings and improvements thereon, all easements, rights and appurtenances appertaining thereto, and all personal property situated thereon for the common use, enjoyment, maintenance or safety of the Unit Owners or for such maintenance or repair as the Association is required or permitted to undertake, all as further described in Article 4 below, and includes all of the Units and the entire Common Areas and Facilities subjected to this Declaration. When Parcel Nos. 2 through 15, or any one or more of them, have been added to the Condominium Property pursuant to Sections 15.03 and 15.04, the term "Condominium Property" shall also include all parcels so added together with all improvements thereon, all easements, rights and appurtenances thereto, and all articles of personal property existing thereon for the common use, enjoyment, maintenance or safety of the Unit Owners or for such maintenance or repair as the Association is required or permitted to undertake.

Section 4.01. Condominium Property. Until amended as provided in Sections 15.03 and 15.04, the Condominium Property consists of Parcel Nos. 1 and 2 together with the Buildings and all other improvements thereon, all easements, rights and appurtenances belonging thereto, and all personal property situated thereon from time to time for the common use, enjoyment, comfort, welfare and safety of the Unit Owners and other persons rightfully occupying Units from time to time, including without limitation all furniture, fixtures, decorations, furnishings, and recreational facilities and equipment situated on Parcel Nos. 1 and 2 or in the Buildings but not within any Unit, and all equipment, machinery, tools, supplies and other personal property utilized for the repair and maintenance of the Common Areas and Facilities and for such other repair and maintenance as the Association may be responsible.

Section 4.02. The Buildings. The Building situated on Parcel No. 1 and known for street numbering purposes as 1800 Rolling Hills Drive is a two-story frame building having four (4) two-story townhouse style Units and four (4) attached garages on the front of the Building. The front of the first floor of the Building and the lower portion of the fronts of the attached garages are covered by brick veneer and the remainder of the Building (front, sides and rear) is covered by aluminum siding. The sloped roofs of the Building and attached garages consist of asphalt shingles over plywood. The Building is constructed on concrete slab and has no basement. The rear of the Building has four (4) attached patios.

Each of the four (4) Units in the Building at 1800 Rolling Hills Drive has two floors. The first floor of each Unit contains a foyer and foyer closet, living room, dining room, kitchen, nook, laundry and lavatory. Each has front and rear doors and an unenclosed patio adjoining the living room. The second floor of each Unit is accessible by stairway. On the second floor, Units B, C,

and D each have two (2) bedrooms, each of which has two (2) closets, and one full bathroom; Unit A has three (3) bedrooms, each of which has one (1) closet, and one and one-half bathrooms.

The Building situated on Parcel No. 2 and known for street numbering purposes as 1810 Rolling Hills Drive is a two-story frame building having six (6) two-story townhouse style Units and six (6) attached garages on the front of the Building. The front of the first floor of the Building and the lower portion of the fronts of the attached garages are covered by brick veneer and the remainder of the Building (front, sides and rear) is covered by aluminum siding. The sloped roofs of the Building and attached garages consist of asphalt shingles over plywood. The Building is constructed on concrete slab and has no basement. The rear of the Building has six (6) attached patios.

Each of the six (6) Units in the Building at 1810 Rolling Hills Drive has two (2) floors. The first floor of each Unit contains a foyer and foyer closet, living room, dining room, kitchen, nook, laundry and lavatory. Each has a front and rear door and an unenclosed patio adjoining the living room. The second floor of each Unit is accessible by stairway. On the second floor, Units B, C, D and E each have two (2) bedrooms, each of which has two (2) full closets, and one full bathroom, Units A and F each have three (3) bedrooms, each of which has one (1) full closet, and one and one-half bathrooms.

Section 9.01. Easements Granted.

* * * *

(a) Encroachments. If the construction, repair, restoration, or partial or total destruction and rebuilding in accordance with this Declaration and the Bylaws, or if the settlement or shifting, of the Buildings or improvements constituting a part of the Condominium Property causes any part of the Common Areas and Facilities to encroach upon any part of a Unit or any part of a Unit to encroach upon any part of the Common Areas and Facilities or another Unit or Units, or the design or construction of any Unit makes it necessary and advantageous to a Unit Owner to use or occupy for normal use and purposes any portion of the Common Areas and Facilities consisting of unoccupied space within a Building and adjoining his Unit, or if the design, construction or rebuilding of utility systems necessarily requires pipes, ducts, conduits or other electrical, plumbing, heating, cooling or ventilating equipment servicing any part of the Condominium Property to encroach upon any part of any Unit or upon any part of the Common Areas and Facilities, easements for the existence and maintenance of any such encroachment and for the use of such space are hereby established and created and shall exist for the benefit of each Unit Owner and the owners of the Common Areas and Facilities, as the case may be; provided, however, that in no event shall an easement for any encroachment be created in favor of the owner of a Unit or in favor of the owners of the Common Areas and Facilities if such encroachment occurred due to the willful misconduct of said Owner or Owners.

Section 10.02. Alteration of Building of Common Areas and Facilities. No Unit Owner or Occupant shall, or shall cause or permit any other person to paint, decorate, landscape, adorn or otherwise change or alter the appearance of any portion of any Building not within the boundaries of his Unit or of the Limited Common Areas and Facilities, without the prior written consent

of the Association; prejudice, impair, remove, damage, improve, or otherwise change or alter any Building or the structural integrity thereof, or any portion of the Common Areas and Facilities, including the Limited Common Areas and Facilities; or jeopardize the soundness or safety or reduce the value of the Condominium Property or any portion thereof.

Section 10.05. Exterior Surfaces of Buildings. No Unit Owner or Occupant shall, or shall cause or permit, anything, including without limitation, advertisements, signs, notices, awnings, canopies, shutters, and radio or television antennae (except for such items as were originally provided by Declarant) to be constructed, erected, hung, displayed or maintained on windows or on the outside walls or roof of any Building or on any Common Area and Facility, without the prior consent of the Association.

Section 11.06. Repair and Reconstruction.

* * * *

(c) Special Assessment for Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid to the Insurance Trustee is to be repaired or reconstructed and such proceeds are not sufficient to pay the costs of the Insurance Trustee and to defray the cost of such repairs and reconstruction, the Board shall, without a vote of the members, levy a special assessment against all Unit Owners of the damaged Units, and in the case of damage to the Common Areas and Facilities not a part of a Building, against all Unit Owners in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. All such assessments against Unit Owners for the repair of damage to Units shall be in proportion to the cost of repair and reconstruction of their respective Units and the walls, ceilings, windows and floors forming the structural boundaries thereof. Such assessments on account of damage to the Common Areas and Facilities other than a Building shall be in proportion to the Unit Owners' respective shares in the Common Areas and Facilities.

* * * *

(g) Minor Repairs.

* * * *

(ii) If the damage is confined to the Common Areas and Facilities other than a Building, such insurance proceeds shall be used by the Association to defray the cost of such repairs; if the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be retained by the Association or its duly authorized agent and placed in the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the Common Areas and Facilities or treated as Common Profits. If the cost of such repairs exceeds the amount of such insurance proceeds, such excess may be provided either by means of a special assessment levied by the Board against all Unit Owners in proportion to each Unit Owner's share in the Common

Areas and Facilities or by means of an appropriation from the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the Common Areas and Facilities, as the Board in its sole discretion may determine.

(b) Attachment 2 of the Declaration is hereby deleted and the following substituted in lieu thereof:

<u>Unit Designation</u>	<u>Approx. Area (Sq. Ft.)</u>	<u>No. Rooms</u>	<u>Percentage of Interest in Common Areas</u>
1800-A	1563	9	10.39438
1800-B	1563	8	9.83098
1800-C	1563	8	9.83098
1800-D	1563	8	9.83098
1810-A	1563	9	10.39438
1810-B	1563	8	9.83098
1810-C	1563	8	9.83098
1810-D	1563	8	9.83098
1810-E	1563	8	9.83098
1810-F	1563	9	10.39438

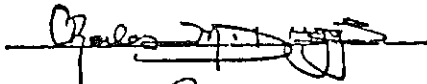

3. Except as specifically hereinabove amended, all of the provisions of the Declaration, the Bylaws and the Drawings shall be and remain in full force and effect.

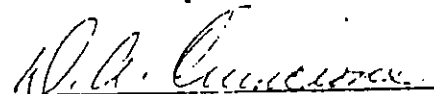
4. Consent to this First Amendment to the Declaration on behalf of the Unit Owners and Mortgagees is hereby granted by Declarant in its capacity as their Attorney-in-Fact pursuant to the provisions of Sections 15.03 and 15.04 of the Declaration.

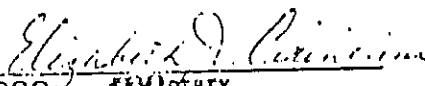
IN WITNESS WHEREOF, the said D. A. Cirincione, Inc., acting in its capacity as Declarant of Parcel No. 2, as owner of certain Parcel No. 1 Units and as Attorney-in-Fact for the Unit Owners and Mortgagees, has caused this instrument to be executed by its President and attested by its Secretary this 28th day of July, 1976.

Signed and acknowledged
in the presence of:

D. A. CIRINCIONE, INC.

By 
President

Attest: 
VUI 5809 PAGE 100 Secretary

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State,
appeared D. A. Cirincione and Elizabeth J. Cirincione, President and
Secretary, respectively, of D. A. Cirincione, Inc., an Ohio corporation,
who, having been first duly sworn, acknowledged that they did execute
the foregoing instrument and that the same was their free act and deed
individually and as such officers and the free act and deed of said cor-
poration in the several capacities and for the purposes hereinbefore stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal at Cleveland, Ohio, this 28th day of
July, 1976.

(SEAL)

Charles M. Driggs
Notary Public
CHARLES M. DRIGGS, Notary Public
Non-Expiring Commission

This instrument prepared by:

Russell S. Read, Esq., and
Marc W. Freimuth, Esq.
1800 Union Commerce Bldg.
Cleveland, Ohio 44115

A F F I D A V I T

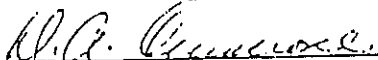
STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

D. A. Cirincione, being first duly sworn on oath says:

(a) That he is the President of D. A. Cirincione, Inc., an Ohio corporation, the Declarant, in the within First Amendment to Declaration of Condominium for Rolling Hills Condominium (the "First Amendment"); and

(b) That a copy of the within First Amendment has been mailed by certified mail to all Unit Owners and all Mortgagees having bona fide liens of record against any Unit to which reference is made in the within First Amendment.

Further affiant saith not.

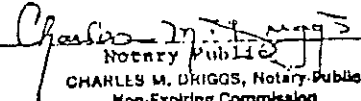


D. A. Cirincione

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Sworn to before me and subscribed in my presence this 28th day of July, 1976.

(SEAL)



Notary Public
CHARLES M. DRIGGS, Notary Public
Non-Expiring Commission

CONSENT OF MORTGAGEE

The undersigned, Manufacturers Hanover Trust Company, is a mortgagee of portions of the premises referred to as Parcel No. 1 in the Declaration of Condominium for Rolling Hills Condominium (the "Declaration"), which was filed for record on _____, 1976, and assigned Document No. _____ by the Recorder of Summit County, Ohio, by virtue of a Mortgage Deed executed by D. A. Cirincione, Inc., dated November 2, 1974, and recorded at Volume 5389, Page 517 of the Mortgage Records of Summit County.

The undersigned Manufacturers Hanover Trust Company hereby consents to the execution and delivery of the First Amendment and to the filing thereof in the Office of the County Recorder of Summit County, Ohio, and, further, subjects and subordinates the aforesaid Mortgage Deed to (i) the Declaration with the Bylaws and Drawings, attached thereto as Exhibits A and B, respectively, as amended by the First Amendment and by the Drawings attached thereto as Exhibit B, and (ii) the provisions of Chapter 5311 of the Ohio Revised Code.

Signed and acknowledged in the presence of:

MANUFACTURERS HANOVER TRUST COMPANY

D. G. C.

By Philip J. Power

Natalie W. Wilson

By Ronald J. Buck
Asst. Secretary

STATE OF New York,
COUNTY OF CHENANGO) SS:
New York)

BEFORE ME, a Notary Public in and for said County and State on this 21st day of July, 1976, personally appeared MANUFACTURERS HANOVER TRUST COMPANY, by Philip J. Power and Ronald J. Buck, its Asst. Vice President and Asst. Secretary, respectively, who acknowledged to me that they did execute the foregoing Consent of Mortgagee on behalf of said corporation, and that the same was the free

act and deed of said corporation and their free act and deed individually
and as such officers.

(SEAL)

Robert H. Hagel
Notary Public

ROBERT H. HAGEL
Notary Public, State of New York
No. 24-01104557-84
Qualified in Kings County
Commission Expires March 30, 1978

514565

X

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SEP 28 1976

5809 104-114

[Signature]
Recorder
Summit County, Ohio

120

TRANSFER NOT NECESSARY OR2243- 221
08-20-96
James B. McCarthy County Auditor

James B. McCarthy
David J. ...
Deputy Auditor
8-20-96

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
ROLLING HILLS CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Rolling Hills Condominium was recorded in Volume 5809, Page 1 et. seq., of Summit County Records, and

WHEREAS, The Rolling Hills Condominium Unit Owners' Association is a corporation consisting of all Family Unit Owners in the Rolling Hills Condominium and as such is the representative of said owners, and

WHEREAS, Article 15 of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Family Unit Owners in excess of 75% of the voting power of the Association have executed an instrument in writing setting forth specifically the new matter to be added, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the President of the Association that a copy of the amendment was mailed by certified mail to all mortgagees on the records of the Association having bona fide liens of record against any Family Unit ownership, and

WHEREAS, attached hereto as Exhibit B in a certification of the Secretary of the Association as to the names of the consenting and non-consenting mortgagees of the various Family Units, and

WHEREAS, the Association has in its records the signed consents to the Amendment signed by 87.0966% of the Family Unit Owners and further has in its records the consents, if any of the mortgagees as certified by the Secretary in the attached Exhibit B, and

WHEREAS, the Association in its records the power of attorney signed by 87.0966% of the Family Unit Owners authorizing the officers of the Rolling Hills Condominium Unit Owners' Association to execute this recorded document on their behalf,

WHEREAS, the proceedings necessary to Amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the By-laws and Declaration of the Condominium Ownership for Rolling Hills Condominium have in all respects been complied with,

NOW, THEREFORE, the Declaration of Condominium Ownership of Rolling Hills Condominium Unit Owners' Association is hereby amended by the following:

AMENDMENT NO. 1

Add to Declaration Article 5, section 5.04, paragraph (d). Said new addition to be added on page 16 of the Declaration as recorded

William E. Schulz

in Summit County records and reads as follows:

- d. The balcony or patio which is adjacent to and serves only such Unit which shall be limited to a maximum distance out from the building of eleven feet by a maximum width of sixteen feet centered with the rear door of each unit.

IN WITNESS WHEREOF, the said Rolling Hills Condominium Unit Owners' Association has caused the execution of this instrument this 6th day of August, 1996.

Signed in the Presence of:

Nancy-Anne Wargo

Marilyn E. O'Leary

ROLLING HILL CONDOMINIUM UNIT OWNER'S ASSOC.

By: James C. Baker, President
James Baker, President

By: Dolores Duzinski, Secretary
Dolores Duzinski, Secretary

STATE OF OHIO)
) ss
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Rolling Hills Condominium Unit Owners' Association by its President and its Secretary, who acknowledge that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Rolling Hills, Ohio, this 6th day of August, 1996.

Nancy-Anne Wargo
NOTARY PUBLIC

NANCY-ANNE WARGO
Notary Public State of Ohio
My Commission Expires May 3, 2000
Recorded in Summit County

AFFIDAVIT

STATE OF OHIO)
) ss
COUNTY OF SUMMIT)

James Baker, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Rolling Hills Condominium Unit Owners' Association.

2. As such President he caused copies of the amendments to the Declaration of the Rolling Hills Condominium Unit Owners' Association to be mailed by certified mail to all mortgages on the records of the Association having bona fide liens of record against any Family Unit Ownership.

3. Further affiant sayeth naught.

James E Baker, President
James Baker, President

BEFORE ME, a Notary Public in and for said County, personally appeared the above named JAMES E BAKER who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Dagamaro Hills, Ohio, this 6th day of August, 1996.

Margaret Anne Wargo
NOTARY PUBLIC

MARGARET ANNE WARGO
Notary Public, State of Ohio
My Commission Expires May 5, 2001
Columbus, Summit County

CERTIFICATION OF SECRETARY

The undersigned being the duly elected and qualified Secretary of the Rolling Hills Condominium Unit Owners' Association hereby certifies that there is on file in the records of the Association the names of the following mortgagees, if any, who have consented to the proposed amendments to the Declaration of the Rolling Hills Condominium Unit Owners' Association.

N O N E

Dolores Duzinski
Dolores Duzinski Secretary

STATE OF OHIO)
) ss
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Dolores Duzinski who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Rolling Hills, Ohio, this 6th day of August, 1996.

Harvey Ann Wargo
NOTARY PUBLIC

My Comm. Expires July 5 2001
Summit County

Prepared by:

f
Andrea S. Minton, Attorney at Law
Pioneer Place, Suite 200
199 S. Chillicothe
Aurora, Ohio 44202
(216) 562-2793

SECOND
AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
AND BYLAWS
FOR
ROLLING HILLS CONDOMINIUM

JOHN A. DONOFF

By O. Taylor, Deputy Auditor
2-12-07

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR ROLLING HILLS CONDOMINIUM
RECORDED AT VOLUME 5809, PAGE 1 ET SEQ. OF THE SUMMIT COUNTY
RECORD OF DEEDS.



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CONDO 50.00

**SECOND AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
ROLLING HILLS CONDOMINIUM**

WHEREAS, the Declaration of Condominium for Rolling Hills Condominium (the "Declaration") and the Bylaws of Rolling Hills Condominium, Inc. (the "Bylaws"), Exhibit "B" to the Declaration, were recorded at Summit County Record of Deeds Volume 5809, Pages 1-103 and

WHEREAS, the First Amendment of the Rolling Hills Condominium Association (the "Bylaws"), was recorded at Summit County Record of Deeds Volume 5809, Page 104 et seq. and

WHEREAS, Section 5311.05(E)(1) of the Ohio Revised Code, as amended on July 20, 2004, authorizes the Board of Directors, without a vote of the Owners, to amend the Declaration "to bring the Declaration in compliance with this Chapter," and

WHEREAS, the Board of Directors approved the following matters to be modified (the "Amendments") in order to bring the Declaration into compliance with the Ohio revised Code Chapter 5311, and

WHEREAS, the proceedings necessary to amend the Declaration as permitted by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium of Rolling Hills Condominium have in all respects been complied with.

NOW THEREFORE, The Declaration of Condominium and Bylaws for Rolling Hills Condominium is hereby amended by the Board of Directors as follows:

- (1) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements."
- (2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements."
- (3) All references in the Declaration and Bylaws to the term "Board of Trustees" shall be replaced with the term "Board of Directors."
- (4) INSERT new SECTION 6.02 entitled "Unit Owners' Association Powers." in the DECLARATION ARTICLE 6 on Page 17 of the Declaration and insert new SECTION 1.07 in the BYLAWS on Page 4 of the Bylaws as follows:

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



John A. Deneffrie, Summit Fiscal Officer

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(a) 5311.081(A) – Adopt and amend budgets for revenues, expenditures and reserves in an amount adequate, within the sole discretion of the Board, to repair and replace major capital items in the normal course of operation without the necessity of special assessments.

(b) 5311.081(B)(1) – Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management of the condominium property and the Association;

(c) 5311.081(B)(2) – Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the unit owners' association, the Board of Directors, or the condominium property, or that involves two or more unit owners and relates to matters affecting the condominium property;

(d) 5311.081(B)(3) – Enter into contracts and incur liabilities relating to the operation of the condominium property;

(e) 5311.081(B)(8) – Acquire, encumber, and convey or otherwise transfer personal property;

(f) 5311.081(B)(10) – Grant easements, leases, licenses, and concessions through or over the common elements;

(g) 5311.081(B)(11) – Impose and collect fees or other charges for the use, rental, or operation of the common elements or for services provided to unit owners;

(h) 5311.081(B)(17) – To the extent provided in the declaration or bylaws, assign the unit owners' association's rights to common assessments, or other future income, to a lender as security for a loan to the unit owners' association.

(i) 5311.081(B)(19) – Purchase insurance and fidelity bonds the directors consider appropriate or necessary; and

(j) 5311.081(B)(20) – Invest excess funds in investments that meet standards for fiduciary investments under Ohio Law.

(5) INSERT new SECTION 16.04 at the end of DECLARATION ARTICLE 16, Remedies for Breach of Covenants and Regulations. Said new addition, to be added to Page 51 of the Declaration is as follows:

16.04 In accordance with Ohio Revised Code Section 5311.081(B)(12), the Board shall have the authority to impose interest and late fees for the late payment of assessments; impose returned check charges; and, pursuant to division (C) of this section, impose reasonable enforcement assessments for violation of the Declaration, the Bylaws,



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John A Donofrio, Summit Fiscal Officer

and the rules of the unit owners' association, and reasonable charges for damage to the common elements or other property.

(6) INSERT new SECTION 16.05 to DECLARATION ARTICLE 16, Remedies for Breach of Covenants and Regulations. Said new addition, to be added to Page 51 of the Declaration is as follows:

16.05 In accordance with Ohio Revised Code Section 5311.081(B)(18), the Board may suspend the voting privileges and use of recreational facilities, such as swimming pools and party rooms, when an owner is more than thirty (30) days delinquent in payment of assessments.

(7) INSERT new SECTION 16.06 entitled Enforcement Assessment Procedure, to the end of the DECLARATION ARTICLE 16. Said new addition, to be added to Page 51 of the Declaration is as follows:

16.06 Ohio Revised Code Section 5311.081(C) establishes the procedure for the Board to impose a charge for damages or to levy enforcement assessments and the right of an owner to request a hearing to dispute the enforcement assessment.

(8) INSERT new SECTION K, entitled Administrative Charges, to the end of BYLAWS ARTICLE 4.01. Said new addition, to be added to Page 11 of the Bylaws is as follows:

Section K. In accordance with Ohio Revised Code Section 5311.081(B)(15), the Board may impose reasonable charges for preparing, recording, or copying amendments to the Declaration, resale certificates, or statements of unpaid assessments.

(9) INSERT new SECTION (A) entitled Owner Information, to the DECLARATION ARTICLE 6, Creation, Membership and Statutory Agent of the Association. Said new addition, to be added to Page 17 of the Declaration is as follows:

(A) In accordance with the Ohio Revised Code Section 5311.09(A)(2) and (3), each unit owner shall, within thirty (30) days of the recording of this Amendment or within thirty (30) days of title transferring to the unit owner, provide to the Association the unit owner's and/or all occupants' names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any person who manages the unit as an agent of that owner. Any additional changes to the information thereafter shall be provided to the Board, in writing, within thirty (30) days of said change.

(10) ADD the following sentence to SECTION 8.03, entitled Lien of Association, DECLARATION ARTICLE 8, Assessments. Said new sentence to be added to Page 21 of the Declaration is as follows:



Ohio Revised Code Section 5311.18(A)(1)(b) permits a condominium lien to be filed not only for past due maintenance fees and assessments but also for outstanding interest, late fees, enforcement assessments, collections costs and attorney fees.

(11) DELETE the last sentence of SECTION 8.02, Payment of Assessments, DECLARATION ARTICLE 8. Make the following addition to SECTION 8.02 to be added to Page 21 of the Declaration, is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(2), the Association shall credit payments made by the 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.

(12) INSERT new paragraph 8.02(a) to the DECLARATION ARTICLE 8. Said new addition to be added to Page 21 of the Declaration is as follows:

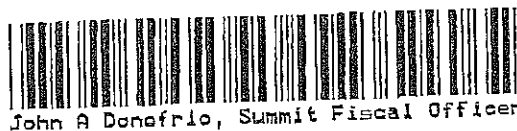
(a) Pursuant to Ohio Revised Code Section 5311.21, unless retained by the Board of Directors as Reserves, the common profits of a condominium property shall be distributed among, and, except as provided in division (B) of Section 5311.041 of the Revised Code, the common expenses shall be charged to the unit owners according to their respective units.

(13) INSERT new SECTION 10.4 entitled Eviction, to the DECLARATION ARTICLE 10, Purposes of Condominium Property; Covenants and Restrictions as to Use and Occupancy. Said new addition, to be added to Page 29 of the Declaration is as follows:

SECTION 10.4. Ohio Revised Code Section 5311.19(B)(1) authorizes the Association to evict tenants who are in violation of the governing documents or restrictions so long as the unit owner is provided with at least 10 days written notice of the intended eviction action. The costs of eviction, including reasonable attorney fees, shall be chargeable to the unit owner and shall constitute a special assessment against the unit owner.

(14) INSERT new SECTION 2.11 entitled Form of Meetings, to BYLAWS ARTICLE II, Board of Trustees. Said new addition, to be added to Page 4 of the Bylaws is as follows:

SECTION 2.11. Ohio Revised Code Section 5311.08(A)(4)(a) indicates that meetings of the Board may be held by any method of communication, including electronic



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John A Donofrio, Summit Fiscal Officer

or telephonic communication, provided that each member of the Board can hear, participate, and respond to every other member of the Board.

ANY CONFLICT BETWEEN THE ABOVE PROVISIONS AND ANY OTHER PROVISIONS OF THE DECLARATION AND BYLAWS SHALL BE INTERPRETED IN FAVOR OF THE ABOVE AMENDMENTS. UPON THE RECORDING OF THESE AMENDMENTS, ONLY UNIT OWNERS OF RECORD AT THE TIME OF SUCH FILING SHALL HAVE STANDING TO CONTEST THE VALIDITY OF THESE AMENDMENTS, WHETHER ON PROCEDURAL, SUBSTANTIVE OR ANY OTHER GROUNDS, PROVIDED FURTHER THAT ANY SUCH CHALLENGE SHALL BE BROUGHT IN THE COURT OF COMMON PLEAS WITHIN ONE YEAR OF THE RECORDING OF THE AMENDMENTS.

IN WITNESS WHEREOF, the said Rolling Hills Condominium Association has caused the execution of this instrument this 1st day of February, 2007.

ROLLING HILLS CONDOMINIUM ASSOCIATION

By: James C. Baker, President
Rolling Hills Condominium Association

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Rolling Hills Condominium Association, by JAMES C. BAKER, its President, who acknowledged that he did sign the foregoing instrument, on Page 6 of 6, and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Sagamore Hills, Ohio this 1st day of February, 2007

Nancy Anne Wargo
NOTARY PUBLIC

NANCY ANNE WARGO
Notary Public, State of Ohio
My Commission Expires May 5, 2011
Recorded in Summit County

This Instrument Prepared by:
Andrea S. Minton, Attorney at Law
311 East Garfield Road
Aurora, Ohio 44202
(330) 562.2793

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
ROLLING HILLS CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR ROLLING HILLS CONDOMINIUM RECORDED AT VOLUME 5809, PAGE 1 ET SEQ., OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR ROLLING HILLS CONDOMINIUM WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

JOHN A. DONOFRIO

fiscal officer

DATED: 7-31-08

BY: *[Signature]*

Deputy FISCAL OFFICER
Tom Messinger

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
ROLLING HILLS CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Rolling Hills Condominium (the "Declaration") and the Bylaws of Rolling Hills Condominium, Inc. (the "Bylaws"), Exhibit B to the Declaration, were recorded at Summit County Records Volume 5809, Page 1 et seq., and

WHEREAS, the Rolling Hills Condominium, Inc. (the "Association") is a corporation consisting of all Unit Owners in Rolling Hills and as such is the representative of all Unit Owners, and

WHEREAS, Article 15, Section 15.02 of said Declaration authorizes amendments to the Declaration and Bylaws Article VI, Section 6.03 authorizes amendments to the Bylaws, and

WHEREAS, Unit Owners representing at least 75% of the Association's voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendment A signed by Unit Owners representing 75.8% of the Association's voting power as of November 29, 2007, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 75.8% of the Association's voting power authorizing the Association's officers to execute Amendment A on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendments B and D signed by Unit Owners representing 85.48% of the Association's voting power as of November 29, 2007, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 85.48% of the Association's voting power authorizing the Association's officers to execute Amendments B and D on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment C signed by Unit Owners representing 83.87% of the Association's voting power as of November 29, 2007, and



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John A Donofrio, Summit Fiscal Officer

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 83.87% of the Association's voting power authorizing the Association's officers to execute Amendment C on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment E signed by Unit Owners representing 82.25% of the Association's voting power as of November 29, 2007, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 82.25% of the Association's voting power authorizing the Association's officers to execute Amendment E on their behalf, and

WHEREAS, copies of the Amendments were mailed to all mortgagees having bona fide liens of record against any Unit Ownerships as reported by the Unit Owners; and

WHEREAS, there is on file in the Association's records the express or implied consent from said mortgagees to the Amendments; and

WHEREAS, attached hereto as Exhibit A is a certification of the Association's Secretary that Unit Owners representing at least 75% of the Association's voting power affirmatively approved the Amendments, in writing, and the consenting mortgagees, on the records of the Association, to the Amendments, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Rolling Hills Condominium is hereby amended by the following:

AMENDMENT A

INSERT a new BYLAWS ARTICLE II, SECTION 2.11 entitled, "Indemnification of Board Members and Officers." Said new addition, to be added on Page 7 of the Bylaws, Exhibit B of the Declaration, as recorded at Summit County Records, Volume 5809, Page 1 et seq., is as follows:

Section 2.11. Indemnification of Board Members and Officers.

The Association shall indemnify any member of the Board of Directors or officer of the Association or any former Board member or officer of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees,



John A Donofrio, Summit Fiscal Officer

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finances, penalties or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he/she is or may be made a party by reason of being or having been such Board member or officer of the Association, provided it is determined in the manner hereinafter set forth that (1) such Board member or officer of the Association was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association; (2) such Board member or officer acted in good faith in what he/she reasonably believed to be in, or not opposed to, the best interest of the Association; (3) in any criminal action, suit or proceeding, such Board member or officer had no reasonable cause to believe that his/her conduct was unlawful; and (4) in case of settlement, the amount paid in the settlement was reasonable.

The determination hereinabove required shall be made by written opinion of independent legal counsel chosen by the Board. Notwithstanding the opinion of legal counsel, to the extent that a Board member or officer has been successful in defense of any action, suit or proceeding, or in the defense of any claim, issue or matter, he/she shall, in that event, be indemnified as set forth herein.

A. Advance of Expenses. Funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding may be advanced by the Association prior to the final disposition thereof upon receipt of a request to repay such amounts.

B. Indemnification Not Exclusive; Insurance. The indemnification provided for in this Article shall not be exclusive, but shall be in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws or Rules of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1702.12(E) of the Ohio Revised Code, or otherwise. The Association shall purchase and maintain insurance on behalf of any person who is or was a Board member or officer of the Association against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Board member or officer of the Association.

C. Indemnification by Unit Owners. The Board members and officers of the Association shall not be personally liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify, defend, and hold harmless each of the Board members and officers of the Association against all contractual liabilities to third parties arising out of contracts made on behalf of the Association, except with respect to any such



contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Every agreement made by any Board member or officer of the Association shall provide that such Board member or officer of the Association is acting only as a representative of the Association and shall have no personal liability thereunder (except as a Unit Owner).

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

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment for the indemnification of Board members and officers of the Association. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT B

INSERT a new DECLARATION ARTICLE 8, SECTION 8.07 entitled, "Cost of Collection." Said new addition, to be added on Page 22 of the Declaration, as recorded at Summit County Records, Volume 5809, Page 1 et seq., is as follows:

Section 8.07 Cost of Collection. A Unit Owner, who fails to pay any assessments within ten (10) days after same have become due and payable, shall be liable for any late charges as established by the Board and any and all costs incurred by the Association in connection with the collection of said Unit Owner's account, including reasonable attorney fees, recording costs, title reports and/or court costs.



INSERT a new DECLARATION ARTICLE 16, SECTION 16.07 entitled, "Cost of Enforcement." Said new addition, to be added on Page 51 of the Declaration, as recorded at Summit County Records, Volume 5809, Page 1 et seq., is as follows:

Section 16.07 Cost of Enforcement. If any Unit Owner (either by his or her conduct or by the conduct of any Occupant or guest of his or her Unit) shall violate any provision of the Declaration, Bylaws or Rules adopted by the Board, said Unit Owner shall pay to the Association, in addition to any other sums due, any enforcement assessments for violation of said provision or rule levied by the Board, all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule, including reasonable attorney fees and/or court costs. Said enforcement assessments, costs and expenses shall be charged as a special assessment against said Unit Owner. The Association, in addition to all other remedies available, shall have the right to place a lien upon the estate or interest of said Unit Owner as further explained and set forth in Declaration Article 8, Section 8.03, as amended.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment regarding the cost of collection and cost of enforcement. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT C

DELETE DECLARATION ARTICLE 18, SECTION 18.11 entitled, "Service of Notices," in its entirety. Said deletion to be taken from Pages 62-63 of the Declaration, as recorded at Summit County Records, Volume 5809, Page 1 et seq.

INSERT a new DECLARATION ARTICLE 18, SECTION 18.11 entitled, "Service of Notices." Said new addition, to be added on Pages 62-63 of the Declaration, as recorded at Summit County Records, Volume 5809, Page 1 et seq., is as follows:

Section 18.11 Service of Notices. All notices required or permitted hereunder, and under the Bylaws, to the Association or the Board of Directors, shall be in writing and shall be sent by regular U.S. mail, first-class postage prepaid, to the Board of Directors or the Association at the address of the Condominium Property or to such other address as the Board of Directors may designate from time to time by notice in writing to all Unit



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Owners. All notices to any Unit Owner shall be hand-delivered or sent by regular U.S. mail, first-class postage prepaid, to such Unit Owner's Unit address or to such other address as may be designated by him/her from time to time, in writing, to the Board of Directors. Any notice required or permitted to be given to any occupant of a Unit other than a Unit Owner shall effectively be given if hand-delivered or sent by regular U.S. mail, first-class postage prepaid, to the Unit address.

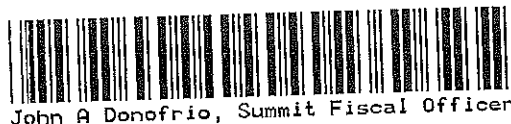
Any conflict between this provision and any other provision of the Declaration and Bylaws shall be interpreted in favor of this amendment permitting notices by regular U.S. mail. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT D

MODIFY BYLAWS ARTICLE II, SECTION 2.04 entitled, "Term of Office; Resignations." Said modification, to be made on Page 5 of the Bylaws, Exhibit B of the Declaration, as recorded at Summit County Records, Volume 5809, Page 1 et seq., is as follows (deleted language is crossed-out; new language is underlined):

Section 2.04 Term of Office; Resignations

Each Board member shall hold office until the third next annual meeting of the members of the Association held for the election of his position and until his successor is elected, or until his earlier resignation, removal from office or death. Any Board member may resign at any time by oral statement to that effect made at a meeting of the Board or in writing to that effect delivered to the Secretary of the Association. Resignations may be effective immediately or at such other time as the Board member may specify. Members of the Board shall serve without compensation. At the first annual meeting following the passage of this amendment, the Members shall elect five (5) Directors, with the two (2) candidates receiving the greatest percentage of votes elected for a three-year (3) term; the next two (2) candidates receiving the next greatest percentage of votes elected for a two-year (2) term, and the next one (1) candidate receiving the next greatest percentage of votes elected for a one (1) year term. This is to establish staggered elections with a 2-2-1 rotation. Upon the expiration of the terms of each such Director as stated above, a successor shall be elected to serve a term of three (3) years and all future Directors shall be elected to serve three (3) year terms.



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Any conflict between these provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment providing for Board member terms of three (3) years each with staggered elections 2-2-1. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought within one year of the recording of the amendment.

AMENDMENT E

INSERT a new DECLARATION ARTICLE 10, SECTION 10.14 entitled, "Occupancy Restriction." Said new addition, to be added on Page 29 of the Declaration, as recorded at Summit County Records, Volume 5809, Page 1 et seq., is as follows:

Section 10.14 Occupancy Restriction. No person who is adjudicated to be a sexual predator [Tier III] or a habitual sex offender [Tier II] and required to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy a Unit and/or enter onto or remain in or on the Condominium Property for any length of time. Any violation of this restriction shall subject the Unit Owner and/or any Occupant of the Unit to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be 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.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on the occupancy of Units. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.



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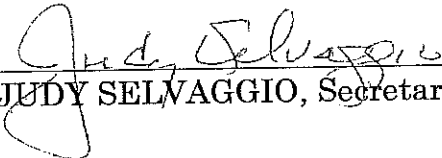
EXHIBIT A

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Rolling Hills Condominium, Inc., hereby certifies that the Association received the signed, written consents of Unit Owners representing at least 75% of the Association's voting power in favor of the Amendments to the Declaration in accordance with the provisions of Declaration Article 15, Section 15.02 and caused such signed, written consents to be filed with the corporate records for Rolling Hills Condominium, Inc.

The undersigned further certifies that there is on file in the Association's records, the names of the following mortgagees, who have consented to the proposed Amendments to the Declaration.

- Alliant Credit Union
- Amtrust Bank
- First Place Bank (excluding Amendments C and E)
- Geauga Savings Bank
- PHH Mortgage Co.
- U.S. Bank




 JUDY SELVAGGIO, Secretary

STATE OF OHIO)
)
 COUNTY OF Summit) SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named JUDY SELVAGGIO who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.


IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Rolling Hills, Ohio, this 28th day of July, 2008.



 NOTARY PUBLIC

NANCY-ANNE WARGO
 Notary Public, State of Ohio
 My Commission Expires May 5, 2011
 Recorded in Summit County

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John A. Donofrio, Summit Fiscal Officer